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| **STATE OF TEXAS** | ə | **CHAPTER 381** |
| **BEXAR COUNTY** | ə | **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 WOODLAWN THEATRE ("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 period of one year beginning October 1, 2021 and ending September 30, 2026.

**Grant Amount:** The total payments under this Agreement shall not exceed **SEVENTY-FOUR THOUSAND, NINE HUNDRED TWENTY-ONE DOLLARS AND NO CENTS ($74,921.00).** 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: WOODLAWN THEATRE

By: Chris Rodriguez

Name: Chris Rodriguez

Title: Executive/Artistic Director

Address: 1920 Fredricksburg Rd.
San Antonio, TX 78201

Date: July 17, 2023

APPROVED:

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

APPROVED AS TO LEGAL FORM:

By: _____
Gerard A. Calderon
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. AGENCY NAME:** Wonder Theatre, formerly Woodlawn Theatre

**B. PROJECT NAME:** The Wonder Awaits

**C. STATEMENT OF PROJECT RESPONSIBILITY:**

i. Policy: Woodlawn Theatre is a nonprofit, live performance theatre engaging the San Antonio community with musical productions and educational programming year-round since 2012. We are devoted to creating opportunities for our surrounding community by providing quality, entertaining, educational, and affordable programming for all ages, year-round. Our mission is to grow and sustain performing arts and education in San Antonio.

ii. Administration/Staff: The administrative staff responsible for the oversight of this project are: Executive Director, Christopher Rodriguez; Development Director, Kristen McKee; Comptroller, Krystal Newcomer; and Academy Director, Lizel Sandoval

**D. PROJECT DESCRIPTION:** Wonder Theatre is in the process of renovating its new theatre home at its new location to accommodate its continued as well as projected growth in main stage average audience size, junior production participant numbers, as well as its exponential growth in its number of local marginalized individuals served through its outreach programming.

**E. SERVICE AVAILABILITY:** Wonder Theatre's musical productions and programming are open to all in Bexar and surrounding communities.

**F. TARGET POPULATION:** Local individuals part in the wonder of community theatre through Wonder Theatre's extensive, diverse, and inclusive programming which includes: 5 to 6 main stage productions a season, 4 often multi cast junior productions a season, two semesters of Leg Up classes in musical singing, dancing, and acting annually, plentiful and varied spring break and summer camp offerings, and an exponentially growing outreach program in musical theatre educational programming.

**G. ELIGIBILITY CRITERIA:** Wonder Theatre's main stage productions and Wonder Theatre's educational programming are open to everyone. No child or program is ever turned away for lack of funding. We fund individual youth who qualify through one of the Academy's two scholarship programs and we fund outreach programing for local marginalized at risk populations through the gracious support of local foundations, individual and corporate sponsors, as well at the Texas Commission on the Arts.

**H. FEES**: None

WONDER
THEATRE

1920 Fredericksburg Rd.
San Antonio, TX 78201
Box Office:210-267-8388

## Wonder Theatre Construction Timeline:

Dec 2002 – Landlord's portion of construction started

March 2023 – Landlord's portion of remodel done

June 2023– Capital Campaign Begins

July 2023 – Start Construction

Nov 2023 – Construction Completed

Dec 2023 – New Theatre Space Open

**Dates are subject to change**

## GOALS, OBJECTIVES AND PERFORMANCE INDICATORS

Company Name: Woodlawn Theatre

Project Name: The Wonder Awaits

Period: October 1, 2022 – September 30, 2024

| GOALS | ACTIVITIES | OUTCOMES |
|---|---|---|
| 1. Provide a welcoming, safe and creative space to learn about performing arts for students and patrons of all ages. | 1.1. Renovate its new theatre home to accommodate its continued and projected growth in main stage audience size, junior production participant numbers, as well as its exponential growth in its number of local marginalized individuals served through its outreach programming. | 1.1.1. By September 30, 2024, Woodlawn Theatre will have expanded its theatre to a welcoming, safe and creative space.<br><br>1.1.2. By September 30, 2024, the average audience size per main stage production and annually will have grown.<br><br>1.1.3. By September 30, 2024, the number of youth auditioning for each junior and teen production will have increased.<br><br>1.1.4. By September 30, 2024, the number of marginalized individuals served will have increased. |
| | 1.2. Host 4 main stage productions a season. | 1.2.1. By September 30, 2024, Woodlawn Theatre will have hosted 16 main stage productions. |
| | 1.3. Host 4 multi cast junior productions a season. | 1.3.1. By September 30, 2024, Woodlawn Theatre will have hosted 16 junior productions. |

**Exhibit "B"**
Budget

## PROGRAM FUNDING SOURCES

| FUNDING SOURCE REVENUE | | |
|---|---|---|
| Program Revenue/Service Fee | | 27,599.00 |
| Federal Grants | | 100,000.00 |
| Local Government Grants | | 74,921.00 |
| Donations | | 80,571.00 |
| Foundations | | 16,909.00 |
| Other Income | | 160,032.00 |
| | **TOTAL:** | **460,032.00** |
| **BUDGET EXPENSES** | | |
| Professional Fees/ Contract Labor - Instructor Fees (i.e. non-salaried) | | 460,032.00 |
| | **TOTAL:** | **460,032.00** |

## PROGRAM BUDGET SUMMARY

| Expense Category | Bexar County Funds | % | Other Funds | % | Total |
|---|---|---|---|---|---|
| Professional Fees/ Contract Labor - Instructor Fees (i.e. non-salaried) | 74,921.00 | 16% | 385,111.00 | 84% | 460,032.00 |
| **Total** | **74,921.00** | | **385,111.00** | | **460,032.00** |

## EXPENSE CATEGORY JUSTIFICATION

| Expense Category | TOTAL Costs | Bexar County Funding | Explanation of Costs |
|---|---|---|---|
| Professional Fees/ Contract Labor - Instructor Fees | 48,963.00 | 5,000.00 | Drywall |
| | 52,560.00 | 5,000.00 | Doors/Frame/Hardware |
| | 53,560.00 | 5,000.00 | Painting |
| | 203,664.00 | 50,000.00 | Electrical |
| | 24,723.00 | 3,000.00 | Plumbing |
| | 29,718.00 | 3,000.00 | Millwork |
| | 18,573.00 | 1,800.00 | Acoustical |
| | 27,528.00 | 2,000.00 | HVAC |
| | 743.00 | 121.00 | DemoWork |
| **Total** | **460,032.00** | **74,921.00** | |

**Exhibit "C"**
**INVOICE**

## INVOICE

COMPANY NAME: Woodlawn Theatre

PROJECT NAME: The Wonder Awaits

PERIOD COVERED: _____ INVOICE NO: _____

| Line-Item | Budget | TOTAL Cost to Date | Less Payment Received | $ MONTHLY Amount Due |
|---|---|---|---|---|
| Professional Fees/Contract Labor | 74,921.00 | | | |
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| **Total Budget:** | **$74,921.00** | | | |
| | | | | |
| | | | 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**
**Woodlawn Theatre**

| Project Activity Performance | GOAL | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Expanded its theatre to a welcoming, safe and creative space | | | | | | | | | | | | | | |
| Growth of the average audience size per main stage production and | Attendance #s | | | | | | | | | | | | | |
| Increase in the number of youth auditioning for each junior and teen production | # of youth auditioning | | | | | | | | | | | | | |
| Increase in the number of marginalized individuals served | # of individuals served | | | | | | | | | | | | | |
| Hosted 16 main stage productions | 16 | | | | | | | | | | | | | |
| Hosted 16 junior productions | 16 | | | | | | | | | | | | | |

**Exhibit "E"**
Indemnification and insurance requirements

## 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. 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. Commercial automobile liability insurance covering all owned/leased, rented, borrowed, hired and non-owned motor vehicles 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.

D. 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 |

E. 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.

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

G. 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

H. 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.

I. 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.

J. 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.

K. 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.