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 ESPERANZA PEACE AND JUSTICE CENTER ("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; and

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 beginning October 1, 2021 and ending September 30, 2026.

Grant Amount: The total payments under this Agreement shall not exceed **EIGHTY-EIGHT THOUSAND, SEVENTY-EIGHT DOLLARS AND NO CENTS ($88,078.00).** 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.

Funding Source: Funding for this Agreement is from American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery ("SLFRF") revenue replacement/revenue loss funds. In order for COUNTY to comply ARPA SLFRF funding requirements, COMPANY must also comply with the applicable ARPA SLFRF requirements contained in Exhibit "E". By executing this Agreement, COMPANY certifies that it is in compliance and will continue to remain in compliance with the ARPA SLFRF requirements contained in Exhibit "E".

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—ARPA SLFRF Requirements

- Exhibit F— "Indemnification and insurance requirements"

COMPANY: ESPERANZA PEACE AND JUSTICE CENTER

By: _____

Name: Graciela Sanchez

Title: Executive Director

Address: 922 San Pedro Ave
San Antonio, TX 78212

Date: 9-5-2024

APPROVED:

By: _____

Thomas Guevara
Chief of Staff
Office of the County Manager

APPROVED AS TO LEGAL FORM:

By: _____

Sue Jana
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: Esperanza Peace and Justice Center

B. PROJECT NAME: Esperanza Peace and Justice Center Ventilation

C. STATEMENT OF PROJECT RESPONSIBILITY:

i. Policy: Esperanza works to create a better world through art, dialogue, and action by culturally grounding our Chicano/Latino/Mexican-American communities, building bridges across social, political, economic, gender, sexual, religious, linguistic, and varying physical divides and increasing access to artistic expression and education.

ii. Administration/Staff: Executive Director: Graciela I. Sánchez
Finance Manager: Rene Saenz

D. PROJECT DESCRIPTION:

Esperanza facilities are used for a wide variety of community, educational and cultural programming, including art shows, lectures, dances, concerts, fundraisers, technical skills workshops, organizational meetings, theater, film screenings, forums and performances by dancers, singers, poets, performance artists and musicians.

This project will support expenses for ventilation improvements at the Esperanza Peace and Justice Center and at Las Tienda's de Lerma's. This includes replacement and upgrading of HVAC systems to improve indoor air quality in facilities.

The Esperanza Peace and Justice Center's cultural programming continues to thrive, serving over 70,000 people each year through direct participation in arts and cultural events. The Center hosts a year-round calendar of arts and cultural programs intended to bring together diverse communities.

Las Tienda's de Lerma's will be used as a cultural arts center, community space and will house a Bibliotech digital library. Bibliotech will provide residents with educational resources, digital library connections and Internet access at no cost. Currently, Conjunto Heritage Taller has partnered with Esperanza to provide free button accordion and bajo sexto classes to people of all ages at Lerma's.

E. SERVICE AVAILABILITY:

The main offices of the Esperanza Peace and Justice Center are open Monday-Friday from 10am-7pm and for events and meetings as needed. Program activities are open to the public.

- Esperanza Peace and Justice Center - 922 San Pedro Avenue
- Las Tienda's de Lerma's - 1612 N. Zarzamora Street

F. TARGET POPULATION: Residents of Bexar County

G. ELIGIBILITY CRITERIA: No eligibility criteria; open to the public.

H. FEES: There are no fees for program participants.

Esperanza Peace and Justice Center
Cultural Programs at Main Esperanza Building

Site #1: Esperanza Main Building (922 San Pedro Ave 78212)

The Esperanza Peace and Justice Center's Main Building at 922 San Pedro Avenue is the site of year-round public arts and cultural programs and includes a downstair gallery space for visual art exhibitions, a black-box theatre and performance space upstairs for concerts, panel discussions, film screenings, and more, an archival storage space for community cultural archives, offices for arts and cultural staff, and an outdoor space for festivals and holiday arts markets. The building is activated year-round through free public arts and cultural programs.

Program Descriptions

- **Cultural Presentations:** Concerts, exhibits, book readings, plá6cas (informal lectures), theater and film screenings; Annual Mercado de Paz (Peace Market);
- ***La Voz de Esperanza*:** A monthly news journal presen6ng ar6cles, commentary and artwork addressing issues of social, economic, environmental and gender justice;
- **Radio Esperanza:** This low-power FM radio sta6on established by Esperanza in 2018 provides an outlet for community members to speak out about injus6ce, amplify marginalized voices, and document local movement work;
- **Youth Development:** Internships, volunteer opportuni6es and free workshops;
- **Technical Assistance:** Esperanza has assisted in the founding and development of numerous non-profit organiza6ons and has supported local ar6sts in crea6ng theatre performances, literary publica6ons, fes6vals, and more.

Calendar of Arts and Cultural Programs (FY 2023-2024)
Monthly - Noche Azul de Esperanza Concert Series
October 28-29: Noche Azul: La Catrina
November 18-19: Noche Azul: ¡Corridos!
November 24-26: Mercado de Paz/Peace Market
December 16-17: Noche Azul: Nochebuena
December 23: Holiday Tiendita
January 27: The Emma Tenayuca Speaker Series with Dr. Lydia Otero
February 9: Takeover Film Screening and Plática
February 25: A Spring Film Screening Series: River 2 Sea Cinematheque
March 1-3: The Bread + Puppet Theatre performances
March 9: Corazón Collective Chapbook Release
March 16: Rompiendo Fronteras Panel Discussion
March 22-24: Todos Agua 2024 Water Festival
April 16: Resiliencia y Más Corazon, The Soul of Mexican American Music
June 1: Queer Voices Pachanga performances

Site #2: Lerma's Building (1602 N Zarzamora St 78201)

Lerma's Nite Club is a local landmark listed on the National Register of Historic Place for its significance to Hispanic cultural heritage as the longest running live conjunto music venue in Central and South Texas. After its closure in July 2010, the building faced threats of demolition until concerned advocates came together to preserve it. Funding to renovate and restore the building will allow this cultural site to reopen for public arts and cultural programs, as listed below.

Program Descriptions

- **Bibliotech:** One section of Lerma's Nite Club is currently being converted into the newest BiblioTech branch in Bexar County. The site will provide access to computers, tablets, reading devices, and Wi-Fi hot spots in the Westside. The location will also offer classroom space, a recording studio, maker space, study rooms, and a community room. BiblioTech is the first all-digital public library in the US with a collection of over 1.5 million e-books and audiobooks, as well as learning platforms, movies, music, newspapers, and magazines, all available for public use.

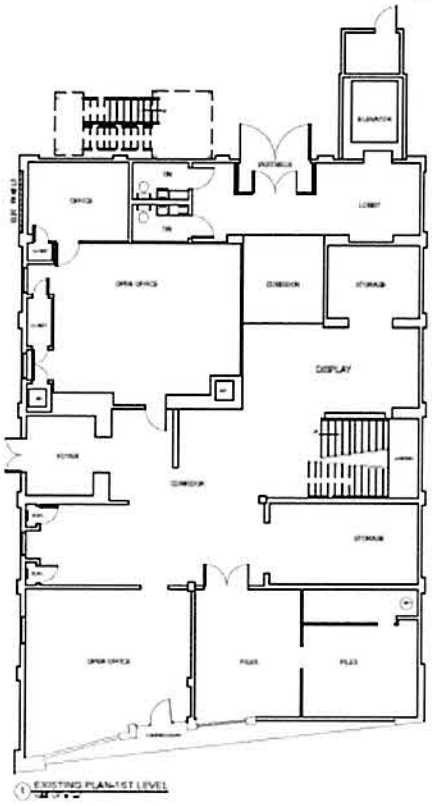
- **Conjunto Heritage Taller:** This nonprofit arts and cultural organization is currently operating out of Lerma's Nite Club, providing public arts and cultural programs out of the space. Conjunto Heritage Taller is dedicated to the preservation and perpetuation of traditional Conjunto music as played with the button accordion and bajo sexto. Established in 2002 to provide low-cost music instruction and to seek venues for its students to perform publicly, CHT is committed to exposing the community at large to Conjunto music by providing music when invited and available to do so.

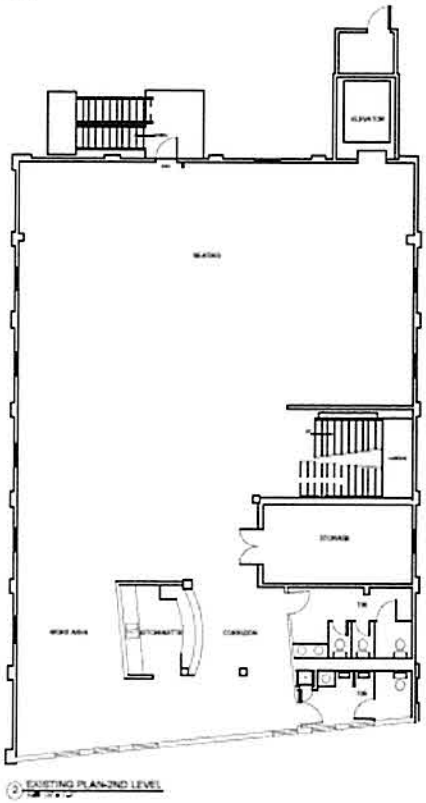
Calendar of Arts and Cultural Programs (FY 2023-2024)
Year-Round: BiblioTech Digital Library Access and Community Programs

Year-Round Arts Education Programs:
- Conjunto Heritage Taller (CHT) provides free Accordion and Bajo Sexto Classes for youth and seniors, and providing opportunities for students to perform publicly
- Conjunto in the Community Program: Educating and exposing the general public to Conjunto music through public performances.

Recent Arts and Cultural Programs:
- February 10, 2024: CHT presented the Valentine's Be My Squeeze Baile dance at Lerma's. The event included live music and dancing for all ages.
- Februrary 2024: CHT provided a series of Conjunto dance lessons for Polkas, Redovas, Huapangos, Boleros, Waltz, Chotis on Thursdays from 6-7:30pm.

Construction Documents

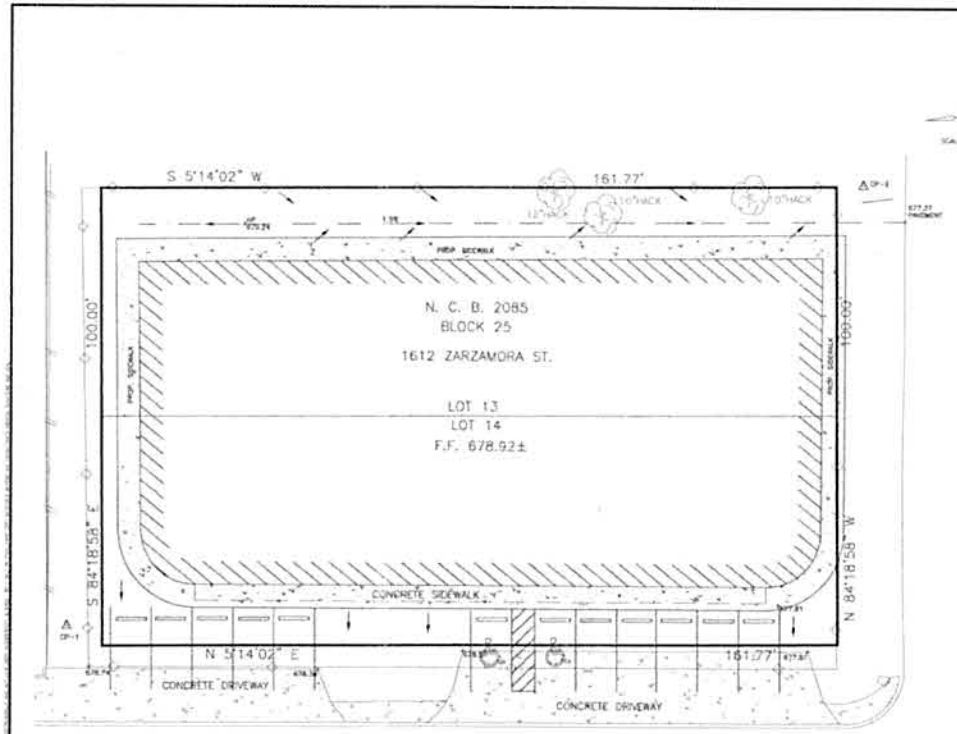




Lerma's BiblioTech Renderings created by Alta Architects:







CIVIL LEGEND

PROPOSED	EXISTING	
		CURB
		SIDEWALK
		WOOD FENCE
		CHAINLINK FENCE
		TREE

SCALE: 1" = 10'

CONTROL POINT COORDINATES

PT.	DESCRIPTION	EASTING	NORTHING	ELEVATION
CP-1	NAIL	2110766.70	13709461.08	678.96
CP-2	PIPE	2110794.66	13709277.36	678.23

TEMPORARY BENCHMARKS

PT.	DESCRIPTION	EASTING	NORTHING	ELEVATION
TBM-1	CENTER OF SAN TAPP MANHOLE	2110680.75	13709404.28	677.77
TBM-2	CENTER OF SAN TAPP MANHOLE	2110802.96	13709289.34	676.96

GENERAL NOTES

1. ALL ELEVATIONS SHOWN ARE FINISH ELEVATIONS. CONTRACTOR SHALL MAKE ADJUSTMENTS FOR TOPSOIL AND PAVEMENT DEPTH.
2. HANDICAP PARKING AREAS INCLUDING PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION. CONTRACTOR SHALL VERIFY ELEVATIONS SHOWN BEFORE AND AFTER CONSTRUCTION.
3. REFERENCE LANDSCAPE PLAN FOR TREE PRESERVATION REQUIREMENTS.
4. THE CONTRACTOR SHALL PROVIDE FOR THE SAFE PASSAGE OF PEDESTRIAN AND VEHICULAR TRAFFIC DURING CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY OR INGRESS/EGRESS EASEMENT AS PER CITY OF SAN ANTONIO STANDARD SPECIFICATION.
5. ALL EXISTING UTILITY MANHOLES, METER BOXES, PULL BOXES, VALVE BOXES, ETC. THAT WILL REMAIN SHALL BE ADJUSTED TO FINISH PAVEMENT AND/OR SIDEWALK ELEVATIONS AND 6" NOT WITHIN PAVEMENT OR SIDEWALKS, 3" ABOVE FINISH GROUND ELEVATION, OR AS DIRECTED BY THEIR RESPECTIVE OWNERS.
6. UTILITY NOTE: EXISTING UTILITIES ARE NOT SHOWN ON THIS DRAWING. REFER TO SHEET C4.0 FOR UTILITY INFORMATION. THE CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES FOR FIELD VERIFICATION AND IS RESPONSIBLE FOR ANY DAMAGES TO, AND FOR THE MAINTENANCE AND PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL HAVE THE SOLE RESPONSIBILITY FOR FIELD VERIFYING EACH UTILITY LOCATION AND COORDINATING AND NOTIFYING ALL UTILITY OWNERS, AT LEAST 72 HOURS PRIOR TO EXCAVATION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS NECESSARY FOR CONSTRUCTION FROM ALL CITY, STATE, AND/OR FEDERAL AGENCIES (INCLUDING, BUT NOT LIMITED TO, THE TEXAS DEPARTMENT OF TRANSPORTATION, THE CITY OF SAN ANTONIO, ETC.).
8. ALL PAVEMENT AND FOUNDATION CONSTRUCTION SHALL COMPLY WITH THE GEOTECHNICAL REPORT OR THE STRUCTURAL FOUNDATION PLANS. ANY DISCREPANCY SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER/ARCHITECT.
9. THE CONTRACTOR SHALL MINIMIZE THE DUST EMISSIONS FROM THE SITE DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, REGULATIONS, AND ACCEPTED CONSTRUCTION PRACTICES, INCLUDING, BUT NOT LIMITED TO, OSHA RULES AND REGULATIONS.
11. CONTRACTOR IS TO COORDINATE WITH CIVIL ENGINEER TO VERIFY BENCHMARK INFORMATION PRIOR TO COMMENCING SITEWORK ACTIVITIES.

R.J. ARCOMA
6/7/2017

San Antonio Design Group Inc.
SADG
T.B.P.E. F-8208

THE ESPERANZA PEACE AND JUSTICE CENTER
LAS TIENDAS DE LERMA'S
1612 NORTH ZARZAMORA STREET
GRADING PLAN

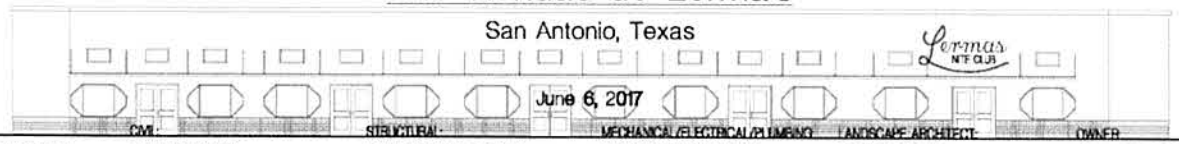
DRAWN
CHECKED
APPROVED
DECEMBER 2016
DATE

Revision

SHEET 2
OF 4

Las Tiendas de Lerma's

San Antonio, Texas



June 6, 2017

ARCHITECT:

ALEX GONZALEZ ARCHITECT LLC
P.O. BOX 700902
SAN ANTONIO, TEXAS 78270
T. (210) 416-9325
Email: gonzalezarch@sbcglobal.com
CONTACT: ALEX GONZALEZ AA

CIVIL:

M & S ENGINEERING
12719 SPECTRUM DR., SUITE 100
SAN ANTONIO, TEXAS 78249
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Email: tsaucedo@mseng.com
CONTACT: J.A. (TONY) SAUCEDO JR.

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SAN ANTONIO, TEXAS 78209
T (210) 930-5355 F (210) 930-5460
Email: rmartinez@accutechusa.net
CONTACT: ENRIQUE MARTINEZ, P.E.

MECHANICAL/ELECTRICAL/PLUMBING:

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17890 BLANCO ROAD, BLDG. 3 SUITE 308
SAN ANTONIO, TEXAS 78232
T (210) 232-2362
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LANDSCAPE ARCHITECT:

C2 LANDGROUP, INC.
301 CEVALLOS, SUITE 375
SAN ANTONIO, TEXAS 78204
T (210) 269-5454 F (210) 451-9705
Email: chad@c2landgroup.com
CONTACT: CHAD STRANAHAN, LA

OWNER

ESPERANZA PEACE & JUSTICE CENTER
922 SAN PEDRO AVENUE
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T. (210) 228-0201
Email: susanasegura@hotmail.com
CONTACT: SUSANA SEGURA

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L1.1 LANDSCAPE PLAN

SPECIAL INSPECTIONS

LIST OF SPECIAL INSPECTIONS

2012 IBC SECTION	TYPE OF SPECIAL INSPECTIONS & EXTENT	APPLICABLE	NOT APPLICABLE	CONTINUOUS OR PERIODIC
1705.1.1	SPECIAL CASES		X	-
1705.2	STEEL CONSTRUCTION	YES		PERIODIC
1705.3	CONCRETE CONSTRUCTION	YES		PERIODIC
1705.4	MASONRY CONSTRUCTION		X	-
1705.5	WOOD CONSTRUCTION		X	-
1705.6	SOILS	YES		PERIODIC
1705.7	DRIVEN DEEP FOUNDATIONS		X	-
1705.8	CAST-IN-PLACE DEEP FOUNDATIONS	YES		PERIODIC
1705.9	HELICAL PILE FOUNDATIONS		X	-
1705.10	FABRICATED ITEMS		X	-
1705.11	SPECIAL INSPECTIONS FOR WIND RESISTANCE		X	-
1705.12	SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE		X	-
1705.13	TESTING FOR SEISMIC RESISTANCE		X	-
1705.14	SPRAYED FIRE RESISTANT MATERIALS		X	-
1705.15	MASTIC & INTUMESCENT FIRE RESISTANT COATINGS		X	-
1705.16	EXTERIOR INSULATION & FINISH SYSTEM		X	-
1705.17	FIRE RESISTANCE PENETRATIONS & JOINTS		X	-
1705.18	TESTING FOR SMOKE CONTROL		X	-
1708	DOMAIN STRENGTHS OF MATERIALS		X	-
1717	ALTERNATE TEST PROCEDURES		X	-
1708	IN-SITU LOAD TESTS		X	-
1709	PRE-CONSTRUCTION LOAD TESTS		X	-

CODE DATA

OCCUPANCY
ASSEMBLY GROUP "A" FUTURE TENANTS, "A-2" LERMA'S FINISH-OUT SUITE 1

TYPE OF CONSTRUCTION
CONSTRUCTION TYPE V-B/S-SHELL BASE BID

OCCUPANT LOAD
LERMA'S FINISH OUT-SUITE 1: 100 ALTERNATE NO. 1

FIRE PROTECTION
MANUAL FIRE ALARM SYSTEM (FC, NC & NFPA 72 CONFORMANCE)
FULLY PROTECTED (100%) BY AUTOMATIC SPRINKLER SYSTEM

BUILDING CODE
INTERNATIONAL BUILDING CODE 2015 W/ LOCAL AMENDMENTS

PLUMBING CODE
INTERNATIONAL PLUMBING CODE 2015 W/ LOCAL AMENDMENTS

MECHANICAL CODE
INTERNATIONAL MECHANICAL CODE 2015 W/ LOCAL AMENDMENTS

ELECTRICAL CODE
NATIONAL ELECTRIC CODE 2014 W/ LOCAL AMENDMENTS

FIRE CODE
INTERNATIONAL FIRE CODE 2015 W/ LOCAL AMENDMENTS

FUEL GAS CODE
INTERNATIONAL FUEL GAS CODE 2015 W/ LOCAL AMENDMENTS

ACCESSIBILITY CODE
2012 TDLR ACCESSIBILITY STANDARDS AND AMERICAN DISABILITIES ACT (ADA)

EXISTING BUILDING CODE
INTERNATIONAL EXISTING BUILDING CODE 2015 W/ LOCAL AMENDMENTS

ENERGY CODE
INTERNATIONAL ENERGY CONSERVATION CODE 2009 W/ LOCAL AMENDMENTS

SYMBOL LEGEND & NOTES

NEW DOOR & FRAME
DOOR NUMBER-SEE DOOR SCHEDULE

WALL TYPE - SECTION

INTERIOR ELEVATION

ROOM NAME & NUMBER

DETAIL TAG

NEW WINDOW (TYP.) & FRAME

COLUMN GRID LINE

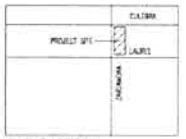
GENERAL NOTES

1. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE FOR FINISHED, LEVEL AND SQUARE CONSTRUCTION UNLESS OTHERWISE NOTED. ANY DEVIATION FROM THIS GENERAL INTENT SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
2. THE WORK SHALL BE CONSTRUCTED IN FULL COMPLIANCE WITH THE CURRENT BUILDING CODE AND ALL OTHER APPLICABLE CODES, ORDINANCES AND REGULATIONS AS WELL AS THE DRAWINGS AND SPECIFICATIONS.
3. DO NOT SCALE DRAWINGS. ALL DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALE AND BE FIELD VERIFIED AND COORDINATED WITH WORK OF ALL TRADES.
4. DETAILS ARE INTENDED TO SHOW METHOD AND MANNER OF ACCOMPLISHING WORK. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR CONDITIONAL. ALL INCLUDED AS PART OF THE WORK.
5. THE CONTRACTOR SHALL PROVIDE ALL PERMITS AND INSPECTION NECESSARY FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH APPLICABLE CODES AND GOVERNING REGULATIONS.
6. ALL WALL WIDTHS ARE SHOWN AND DIMENSIONED WITH NOMINAL DIMENSIONS. (I.E. 8"=7 5/8" ETC.)
7. PLUMBING COMPATIBLE WITH THE ROOFING SYSTEM SHALL BE PROVIDED AT ALL ROOF PENETRATIONS. PROVIDE FLASHING OF SUPPORT AROUND ALL OPENINGS THROUGH THE ROOF TO PRESERVE THE STRUCTURAL INTEGRITY OF THE ROOF SYSTEM. ALL PENETRATIONS THROUGH THE ROOF SHALL BE MADE WEATHER TIGHT. PROVIDE WEAR PADS OF OTHER SUITABLE SURFACES, COMPATIBLE WITH THE ROOFING SYSTEM TO ASSURE ROOF TOP EQUIPMENT AS REQUIRED.
8. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE FOR A NEW FRONT & REAR ADDITION BUILDING. THE CONTRACTOR SHALL REVIEW ALL DETAILS RELATING TO THE INTENT AND BY SIGNING OR ENTERING INTO THIS CONSTRUCTION CONTRACT WARRANTS FOR ONE FULL YEAR THE ACCURACY OF THESE DETAILS. SHOULD THE CONTRACTOR TAKE EXCEPTION TO THESE DETAILS, HE SHALL NOTIFY THE ARCHITECT PRIOR TO BIDDING AND DEVIATION FROM THIS GENERAL INTENT SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.

ABBREVIATIONS

ADA	AMERICAN DISABILITIES ACT
A/C	AIR CONDITIONING
ACT	ACOUSTICAL
A.T.	ACOUSTICAL TILE
ALUM.	ALUMINUM
CLG	CEILING
CONC	CONCRETE
CONS.	CONSTRUCTION
CPT	CARPET
DET.	DETAIL
DIA	DIAMETER
DISP.	DISPENSER
DN.	DOWN
EXIST	EXISTING
EXP	EXPOSED
EQUIP.	EQUIPMENT
EX	EXISTING
F.E.	FIRE EXTINGUISHER
FLUOR.	FLUORESCENT
GA	GAUGE
GYP. BD.	GYPSUM BOARD
GWB	GYPSUM WALL BOARD
HDW.	HARDWARE
H.M.	HOLLOW METAL
LAM.	LAMINATE/LAMINATED
L.O.P.	LIGHT OWNER PROV.
MECH.	MECHANICAL
M.E.P.	MECHANICAL, ELECTRICAL, PLUMBING
MFR.	MANUFACTURER
MTL.	METAL
N.	NORTH
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
O.C.	ON CENTER
O.F.O.	OWNER FURNISHED CONTRACTOR INSTALLED
O.H.	OVERHEAD HANG
PLAS. LAM.	PLASTIC LAMINATE
PNT./PT.	PAINT
PR.	PAIR
PREP.	PREPARE
REF./REF.	REFERENCE
RM.	ROOM
RUB.	RUBBER
SCHED.	SCHEDULE/ED
SIM.	SIMILAR
STC.	SOUND TRANSMISSION COEFFICIENT
TEL.	TELEPHONE
TEMP.	TEMPERED
T.H.	THICK
TYP.	TYPICAL
VCT.	VINYL COMPOSITION TILE
VEST.	VESTIBULE
W.D.	WOOD

LOCATION



BUILDING LOCATION:
LAS TIENDAS DE LERMA'S
1602 ZARZAMORA
SAN ANTONIO, TEXAS 78201 PLAN NORTH

COMMUNITY DESIGN STUDIO SA
317 LEXINGTON, SUITE 1
SAN ANTONIO, TEXAS 78215
T. (210) 226-2220
Email: rmogas@richardmogas.com
CONTACT: RICHARD MOGAS AIA

PLUMBING FIXTURE COUNT

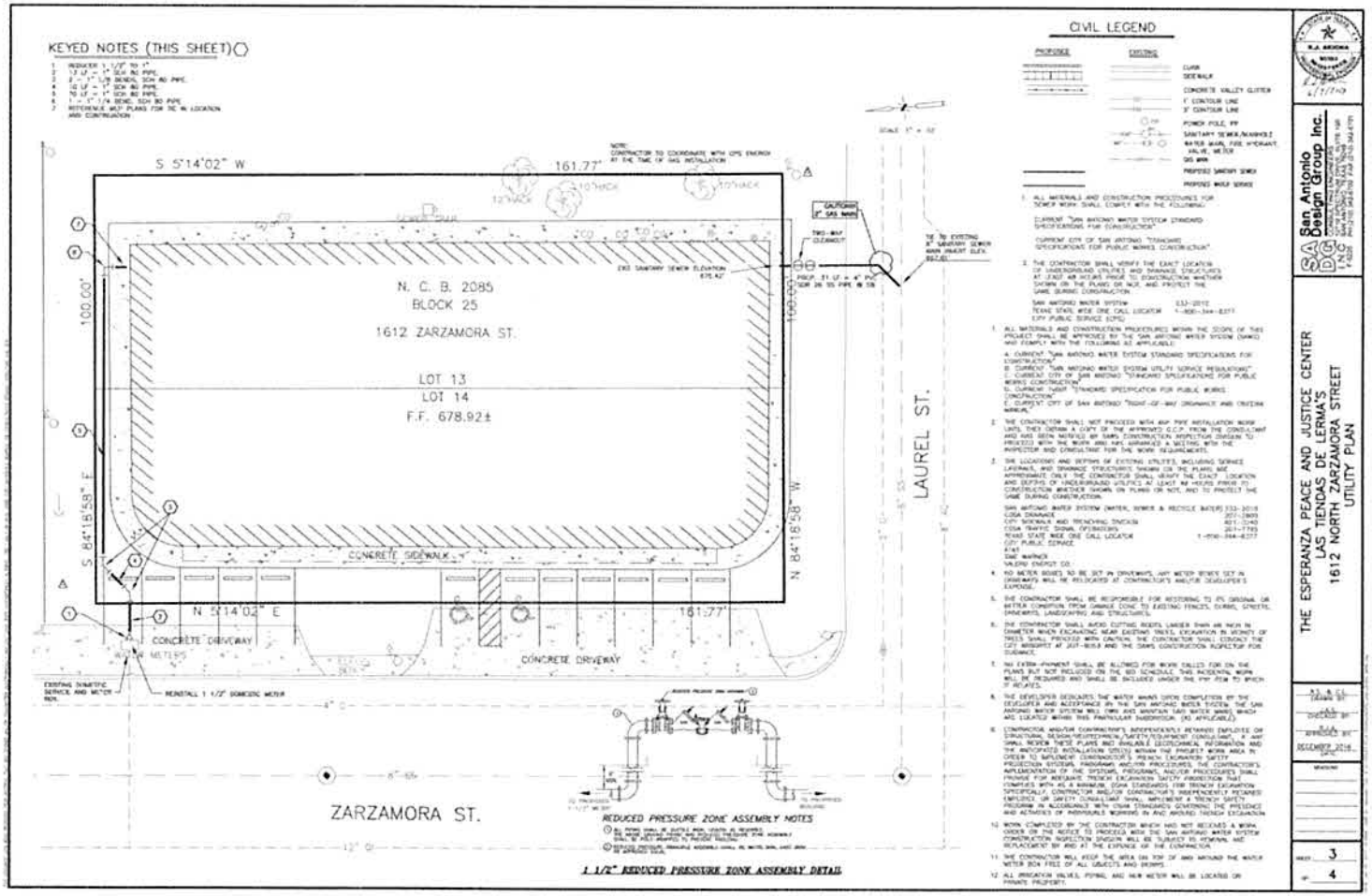
IBC CHAPTER 29 PLUMBING SYSTEMS

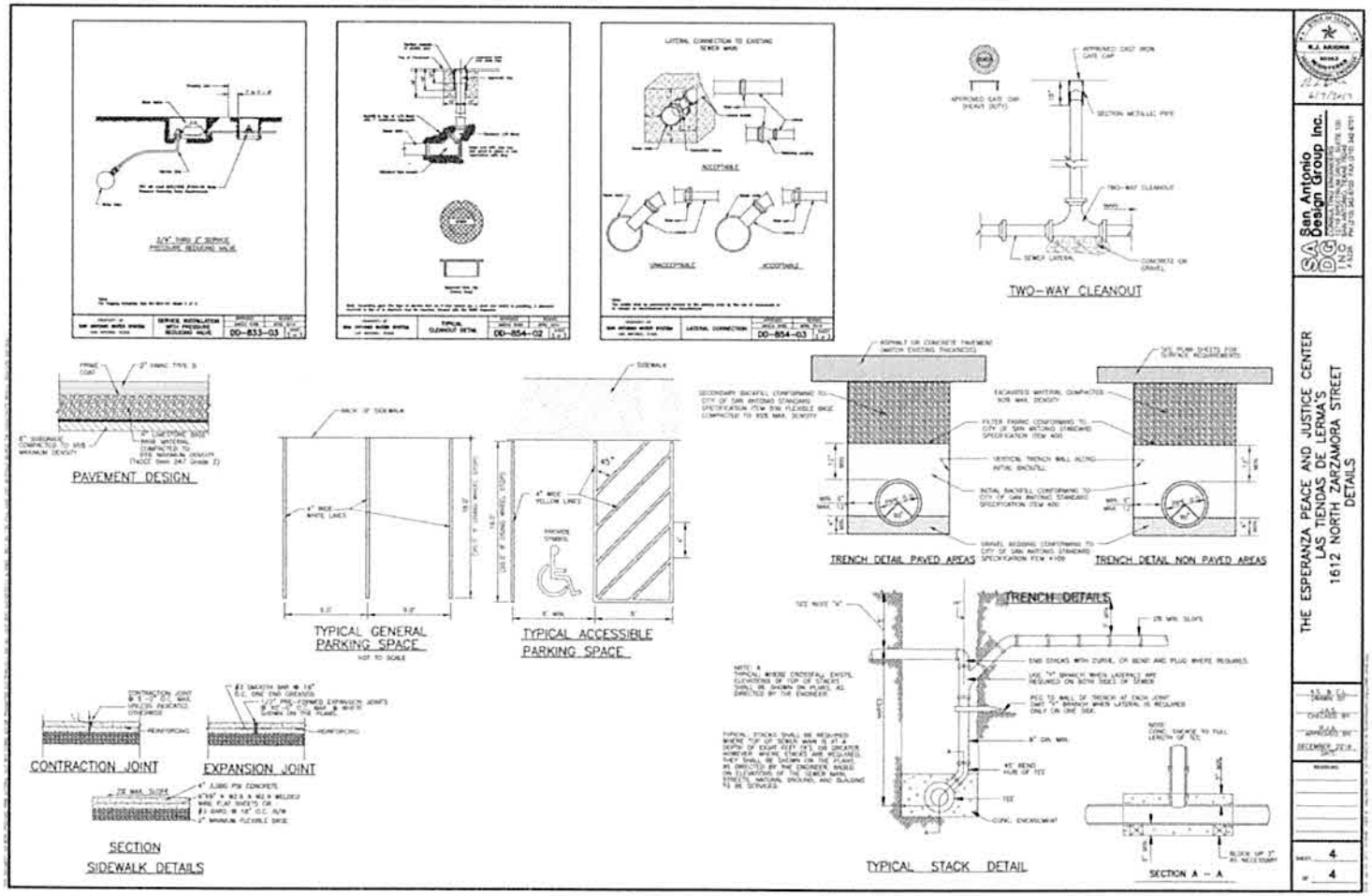
LERMA'S FINISH OUT

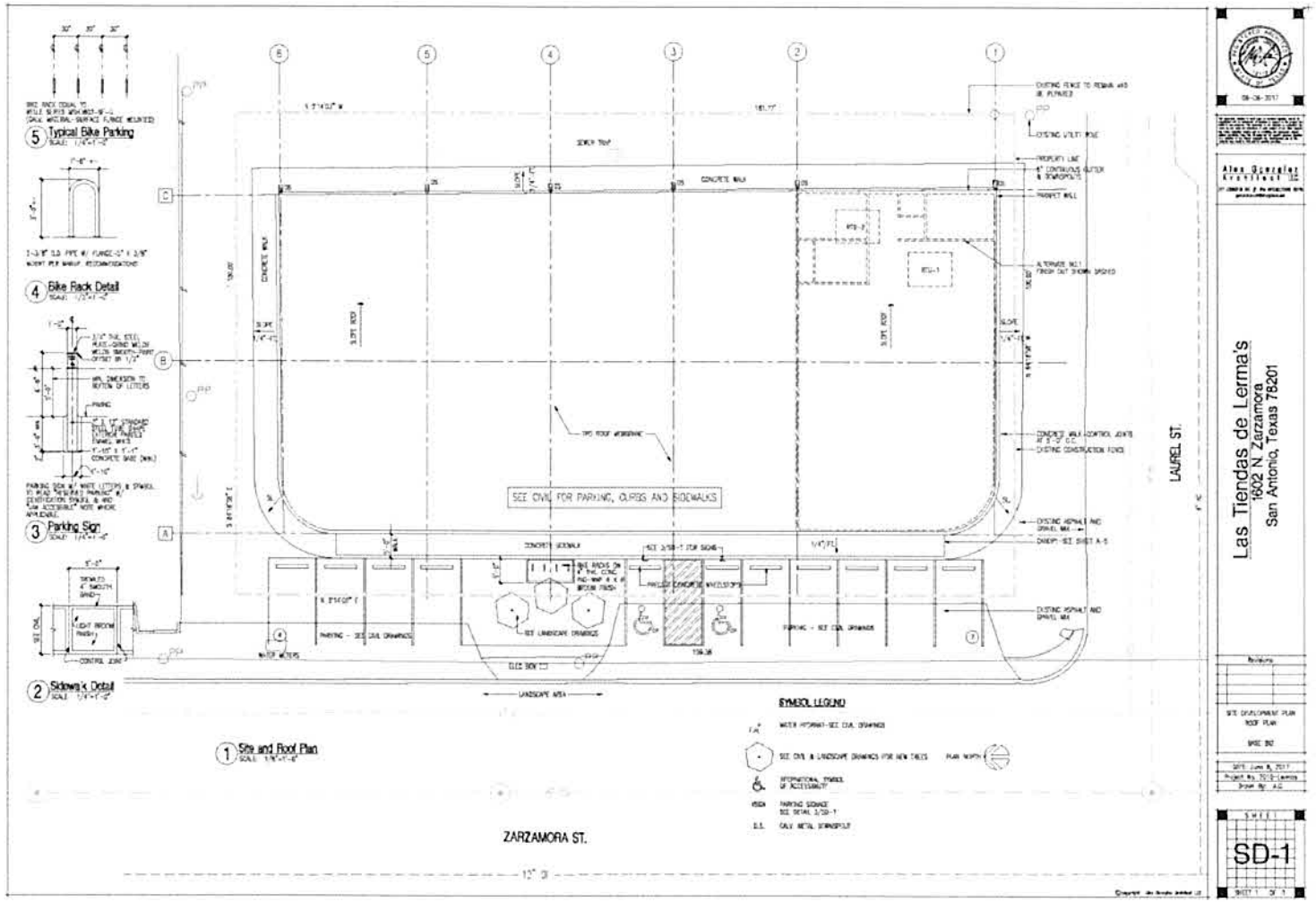
FIXTURE TYPE	REQUIRED	PROVIDED
MEN-WATER CLOSET	1	1
MEN-URINAL	1	1
MEN-LAVATORY	1	2
WOMEN-WATER CLOSET	2	2
WOMEN-LAVATORY	1	2

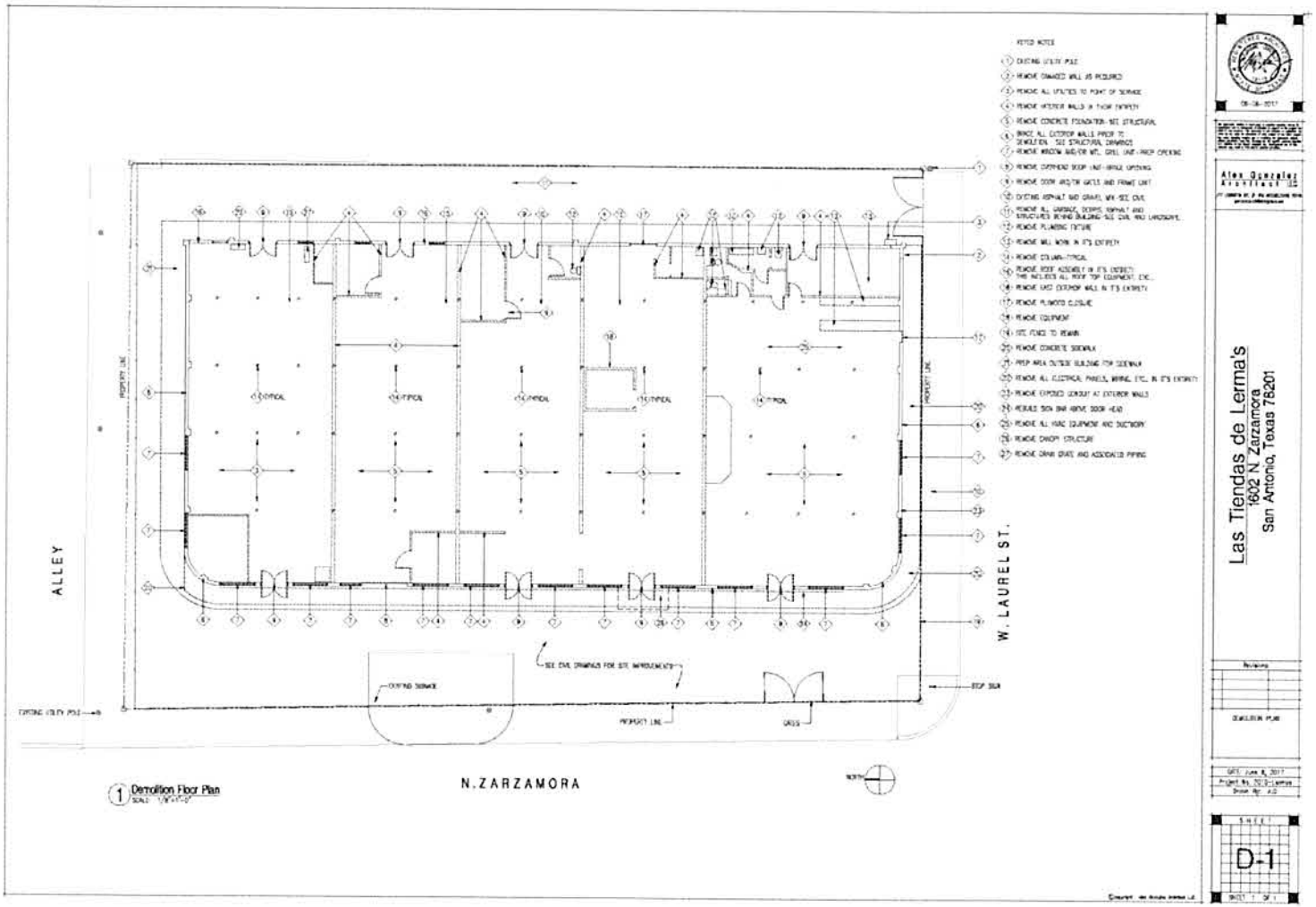
SQUARE FOOTAGE

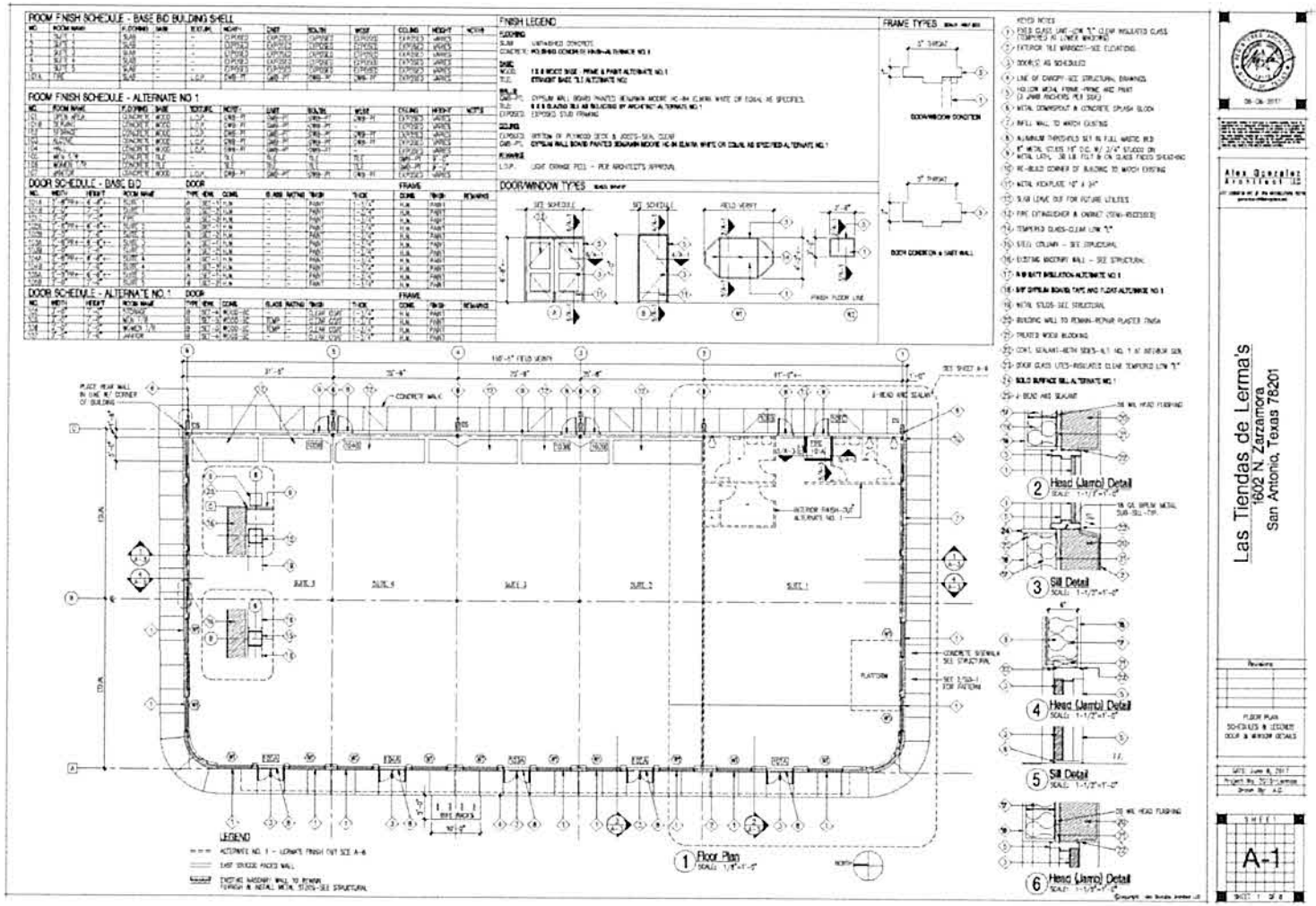
GROSS AREA FLOOR "B" +/-

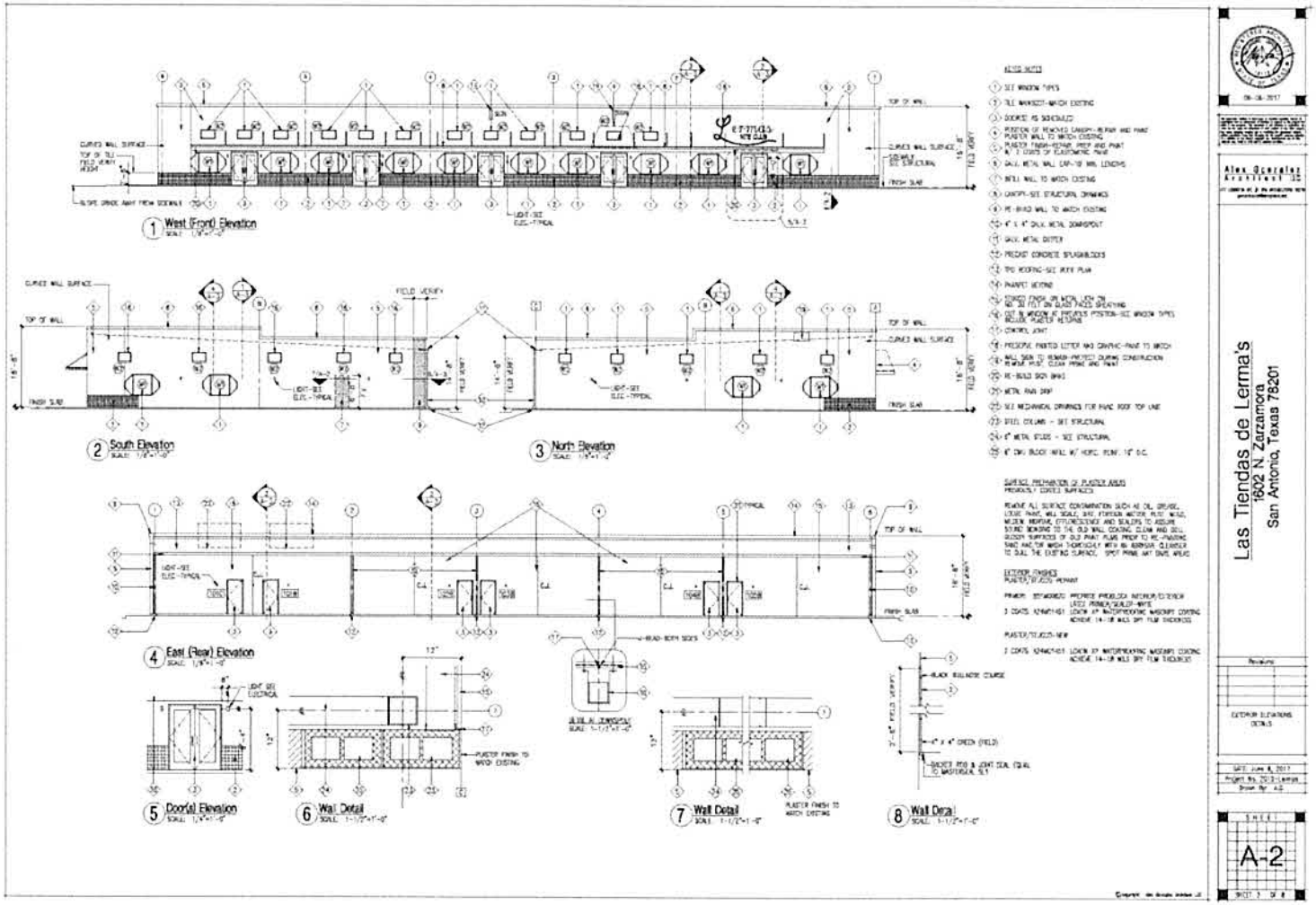

KEYED NOTES (THIS SHEET)
CIVIL LEGEND
S 5°14'02" W
161.77'
N. C. B. 2085
BLOCK 25
1612 ZARZAMORA ST.
LOT 13
LOT 14
F.F. 678.92±
100.00'
S 84°18'58" E
N 84°18'58" W
LAUREL ST.
CONCRETE SIDEWALK
CONCRETE DRIVEWAY
N 5°14'02" E
161.77'
CONCRETE DRIVEWAY
ZARZAMORA ST.
REDUCED PRESSURE ZONE ASSEMBLY NOTES
1 1/2" REDUCED PRESSURE ZONE ASSEMBLY DETAIL
San Antonio Design Group Inc.
THE ESPERANZA PEACE AND JUSTICE CENTER
LAS TIENDAS DE LERMA'S
1612 NORTH ZARZAMORA STREET
UTILITY PLAN
DECEMBER 2016
3
4

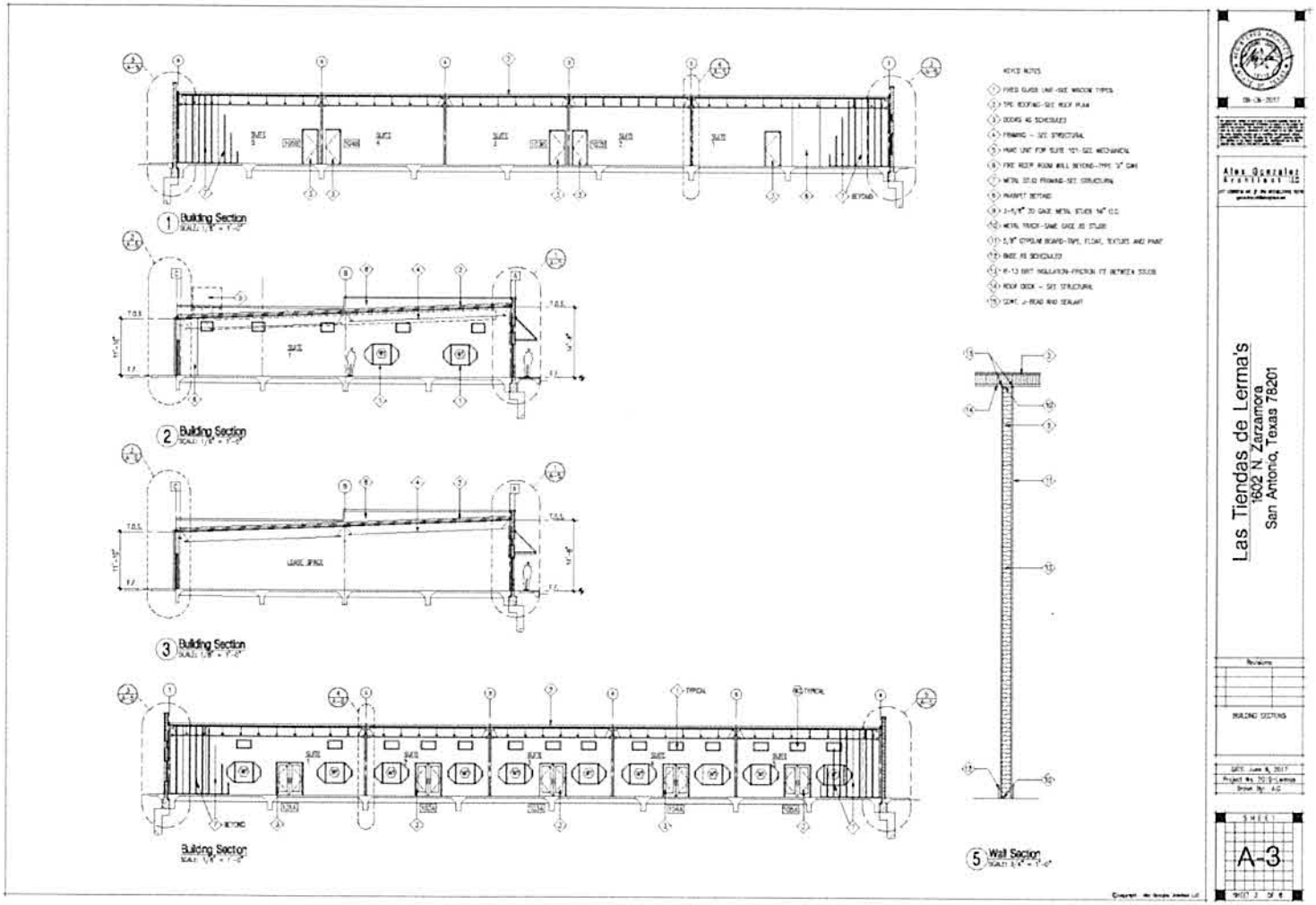

TWO-WAY CLEANOUT
PAVEMENT DESIGN
TYPICAL GENERAL PARKING SPACE
TYPICAL ACCESSIBLE PARKING SPACE
TRENCH DETAIL PAVED AREAS
TRENCH DETAIL NON PAVED AREAS
TRENCH DETAILS
CONTRACTION JOINT
EXPANSION JOINT
SECTION
SIDEWALK DETAILS
TYPICAL STACK DETAIL
SECTION A - A
San Antonio Design Group Inc.
THE ESPERANZA PEACE AND JUSTICE CENTER
LAS TIENDAS DE LERMA'S
1612 NORTH ZARZAMORA STREET
DETAILS

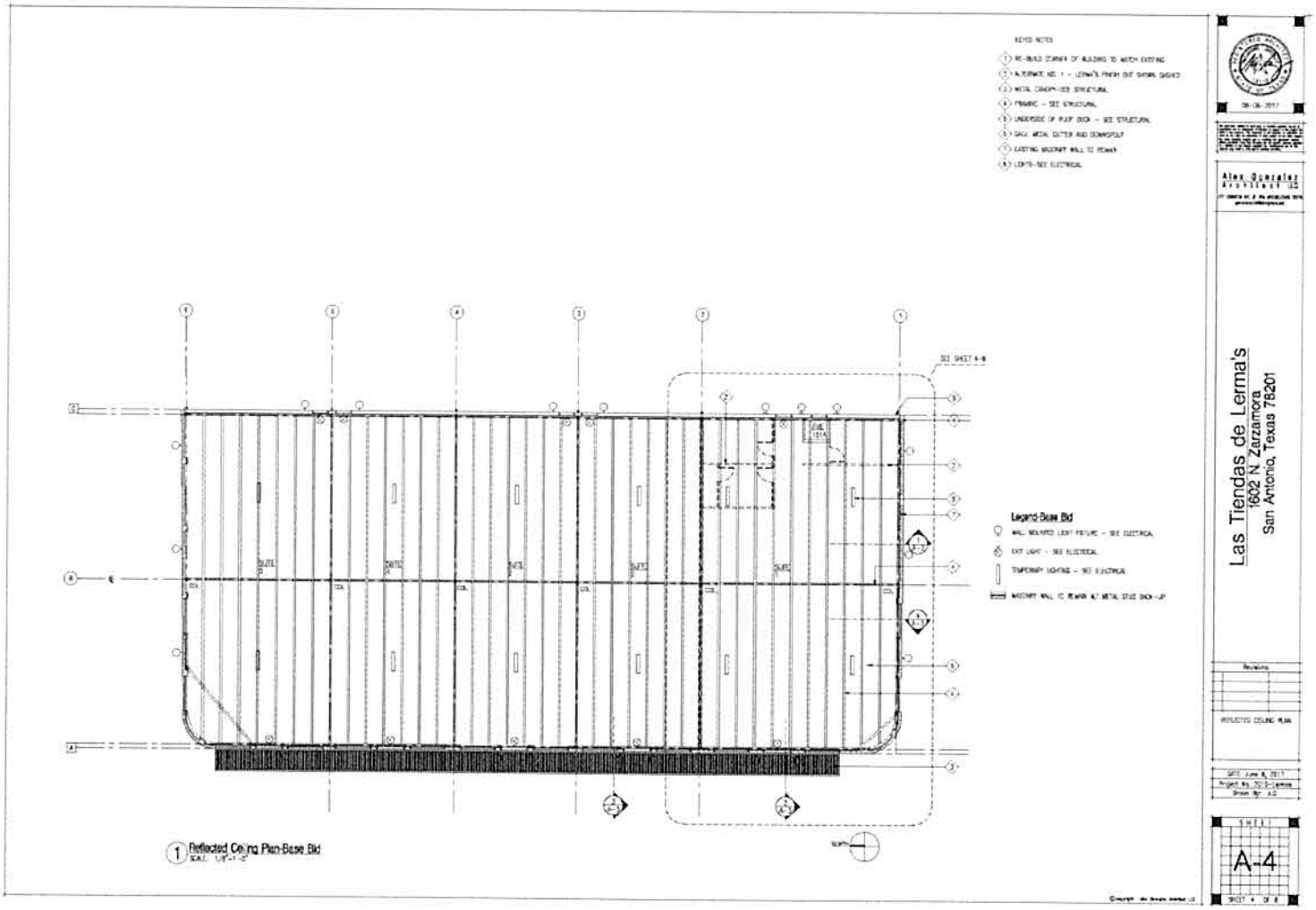

5 Typical Bike Parking
4 Bike Rack Detail
3 Parking Sign
2 Sidewalk Detail
1 Site and Roof Plan
SEE CIVIL FOR PARKING, CURBS AND SIDEWALKS
SYMBOL LEGEND
ZARZAMORA ST.
LAUREL ST.
Las Tiendas de Lerma's
1602 N Zarzamora
San Antonio, Texas 78201
SD-1

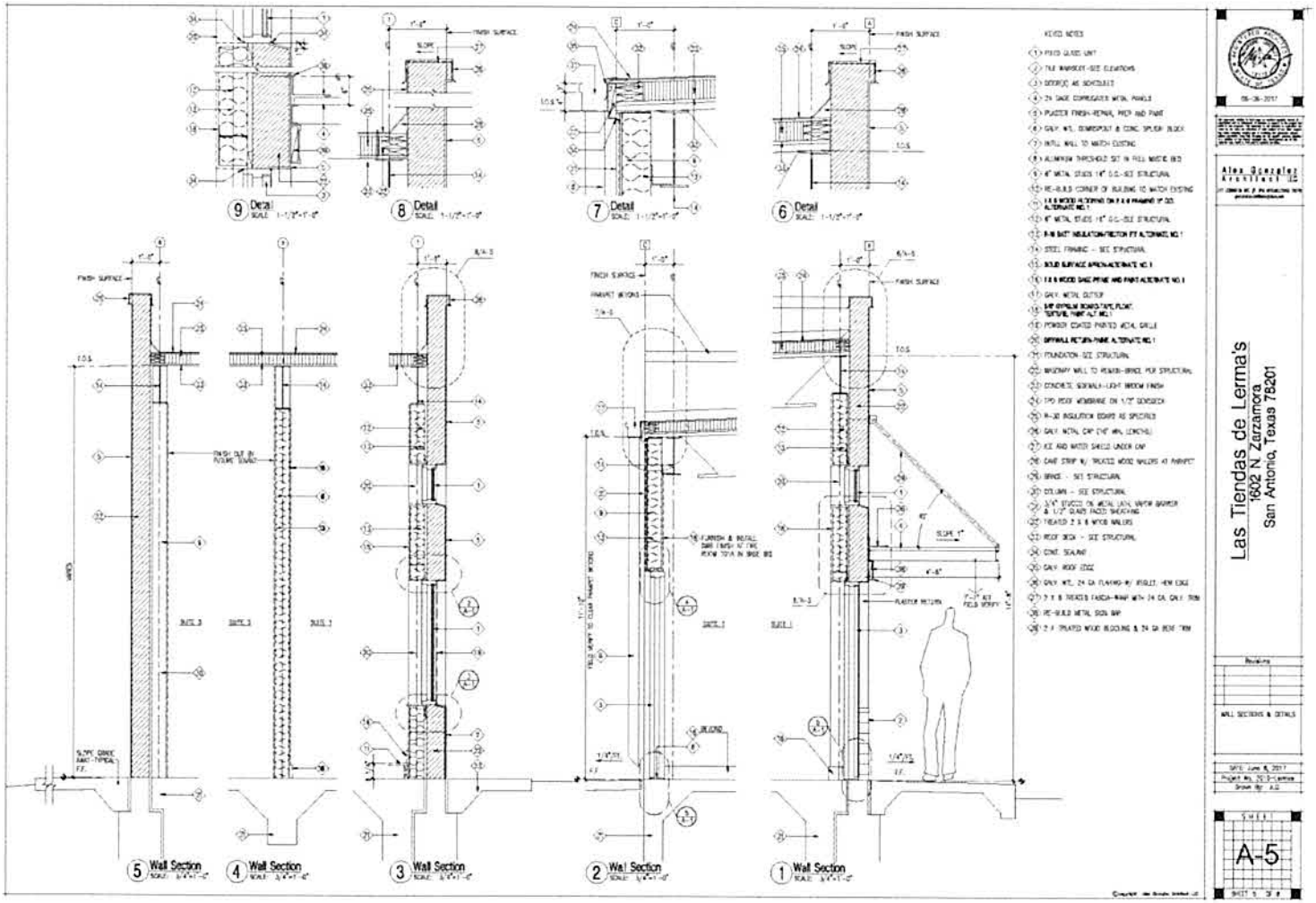

ALLEY
W. LAUREL ST.
N.ZARZAMORA
1 Demolition Floor Plan
Las Tiendas de Lerma's
1602 N Zarzamora
San Antonio, Texas 78201
D-1

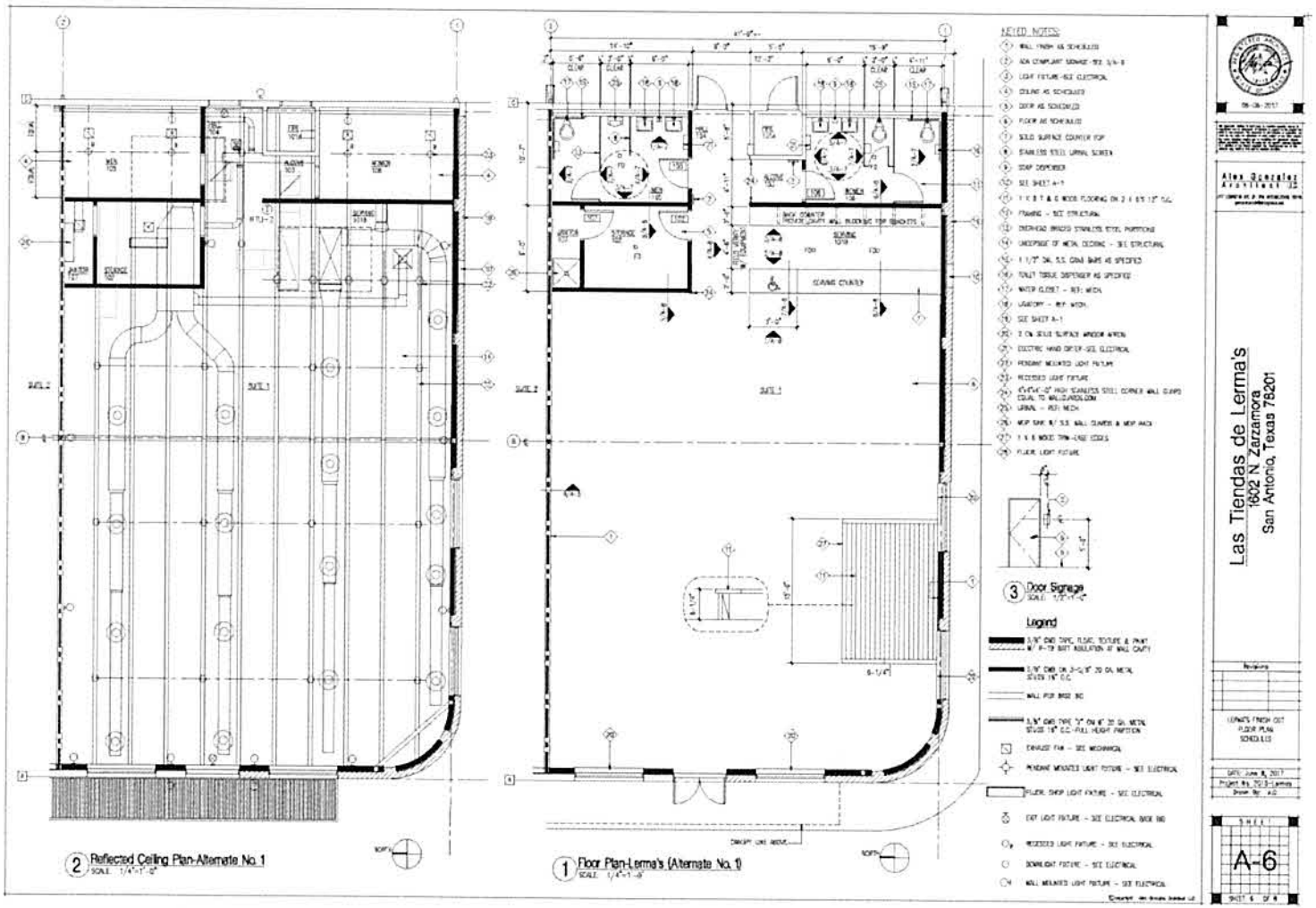

ROOM FINISH SCHEDULE - BASE BID BUILDING SHELL
ROOM FINISH SCHEDULE - ALTERNATE NO.1
DOOR SCHEDULE - BASE BID
DOOR SCHEDULE - ALTERNATE NO.1
FINISH LEGEND
DOOR/WINDOW TYPES
FRAME TYPES
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
Alex Gonzalez Architect
Head (Jamb) Detail
Sill Detail
Head (Jamb) Detail
Sill Detail
Head (Jamb) Detail
Floor Plan
LEGEND
A-1

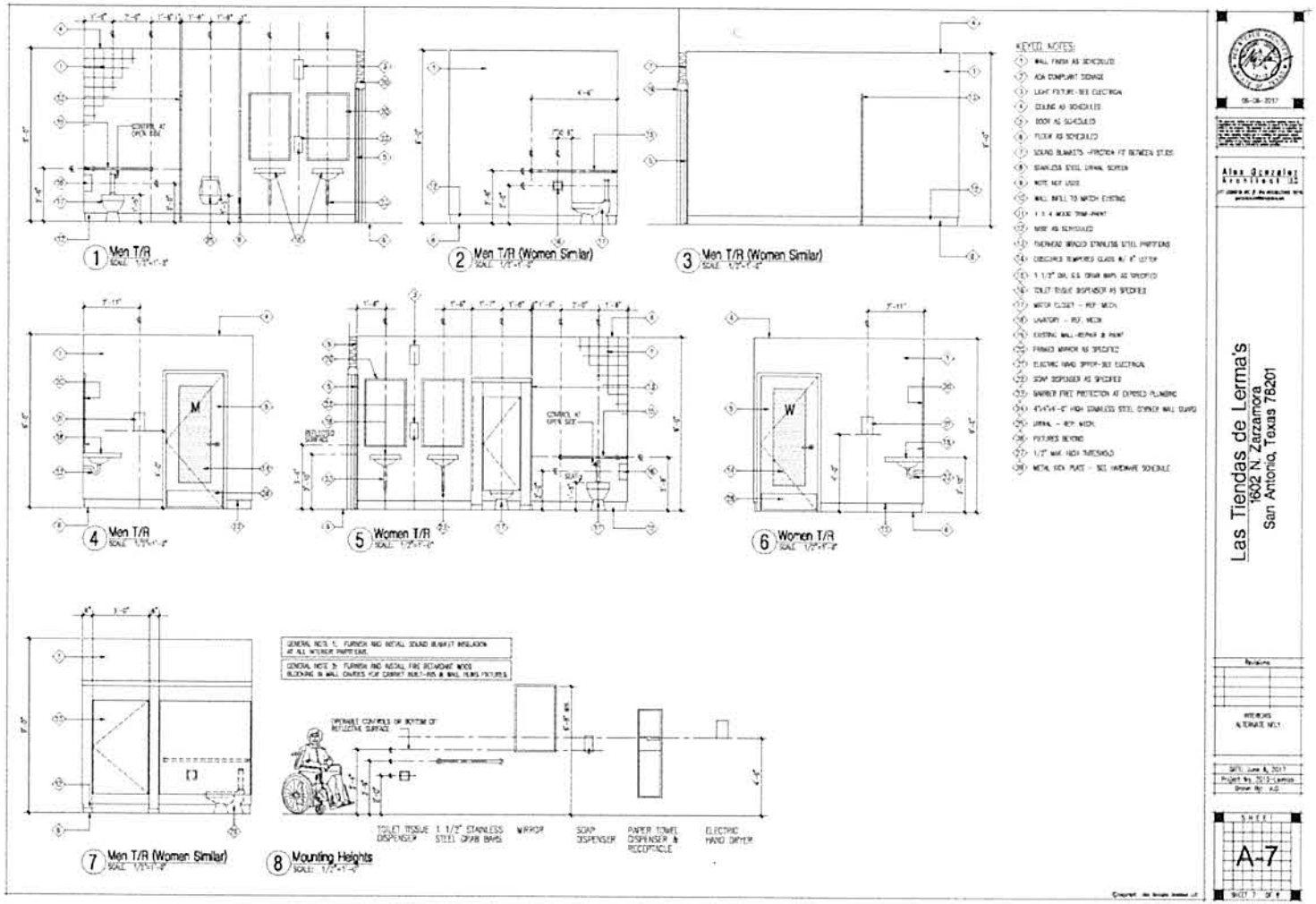

1 West (Front) Elevation
2 South Elevation
3 North Elevation
4 East (Rear) Elevation
5 Door(s) Elevation
6 Wall Detail
7 Wall Detail
8 Wall Detail
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
A-2

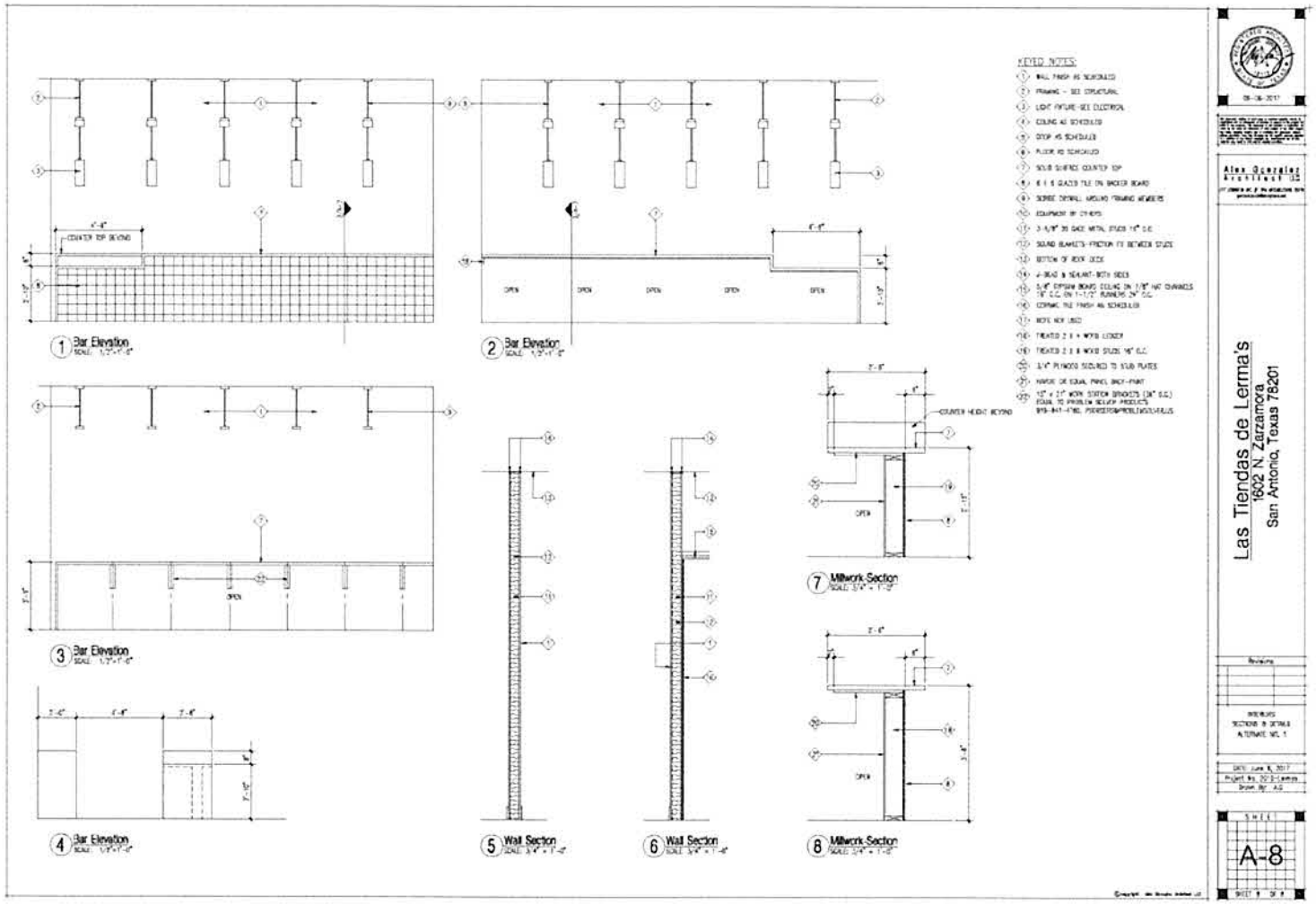

1 Building Section
2 Building Section
3 Building Section
Building Section
5 Wall Section
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
A-3

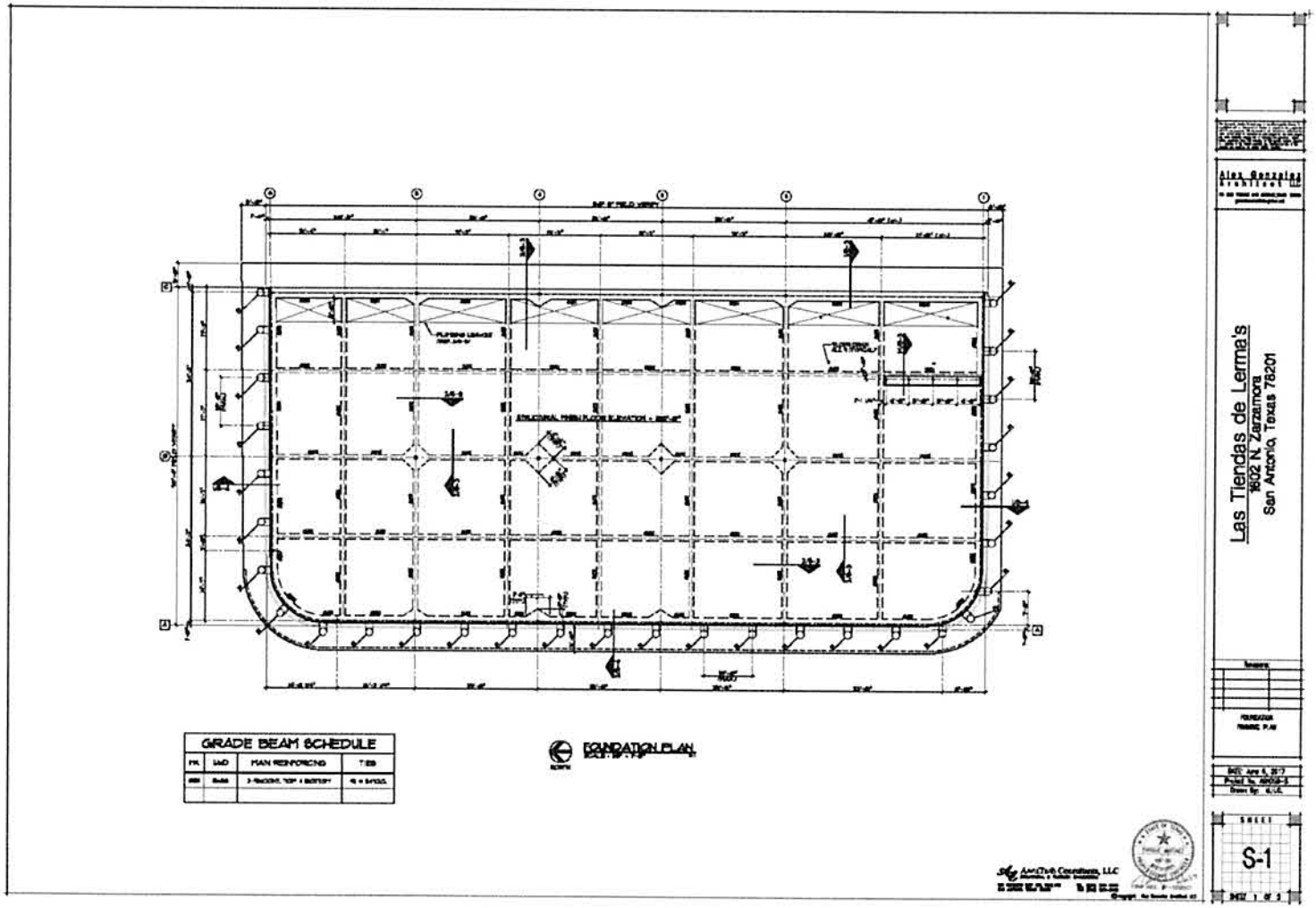

Las Tiendas de Lerma's
1602 N Zarzamora
San Antonio, Texas 78201
A-4
1 Reflected Ceiling Plan-Base Bid

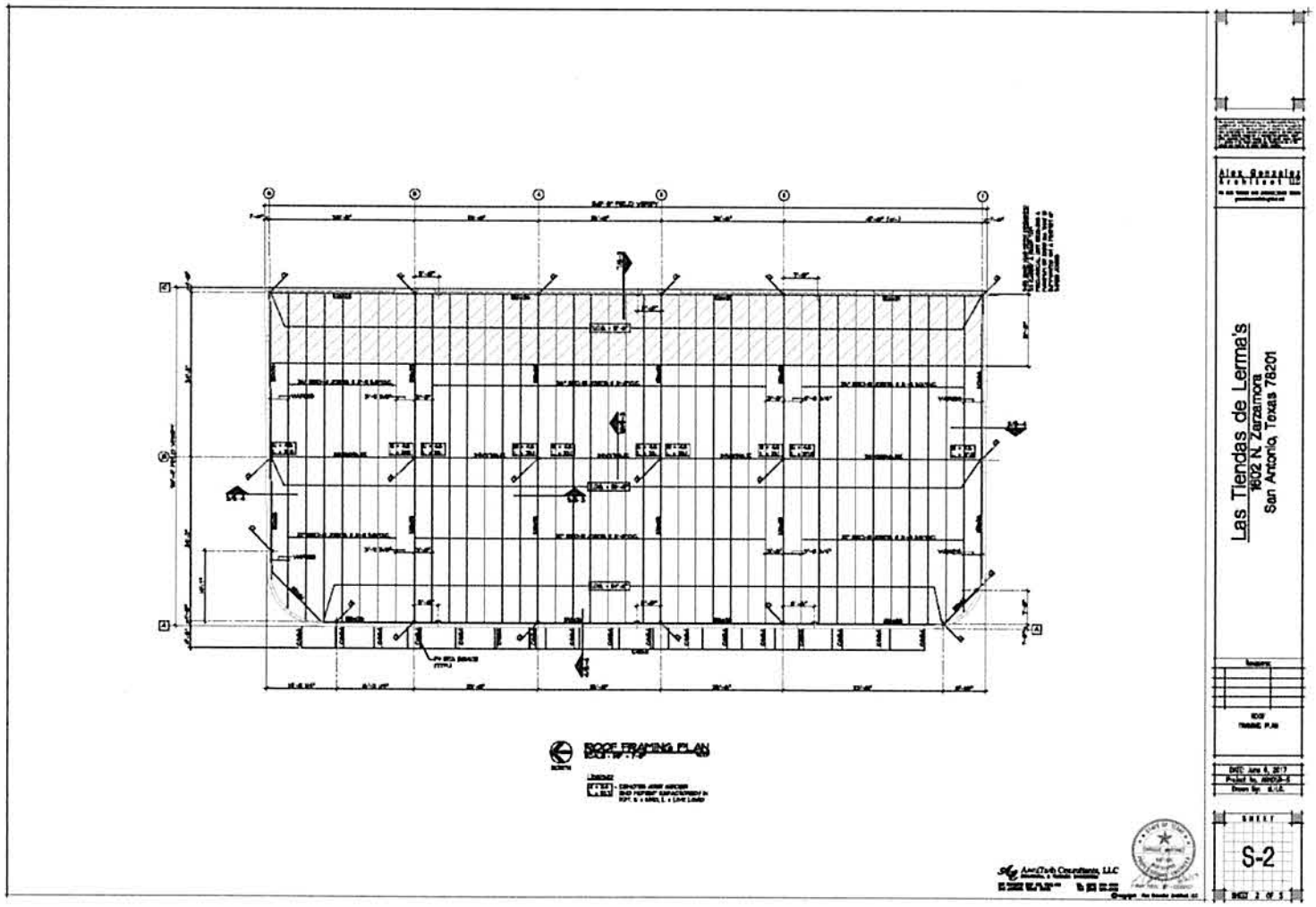

9 Detail
8 Detail
7 Detail
6 Detail
5 Wall Section
4 Wall Section
3 Wall Section
2 Wall Section
1 Wall Section
Las Tiendas de Lerma's
1602 N Zarzamora
San Antonio, Texas 78201
WALL SECTIONS & DETAILS
A-5

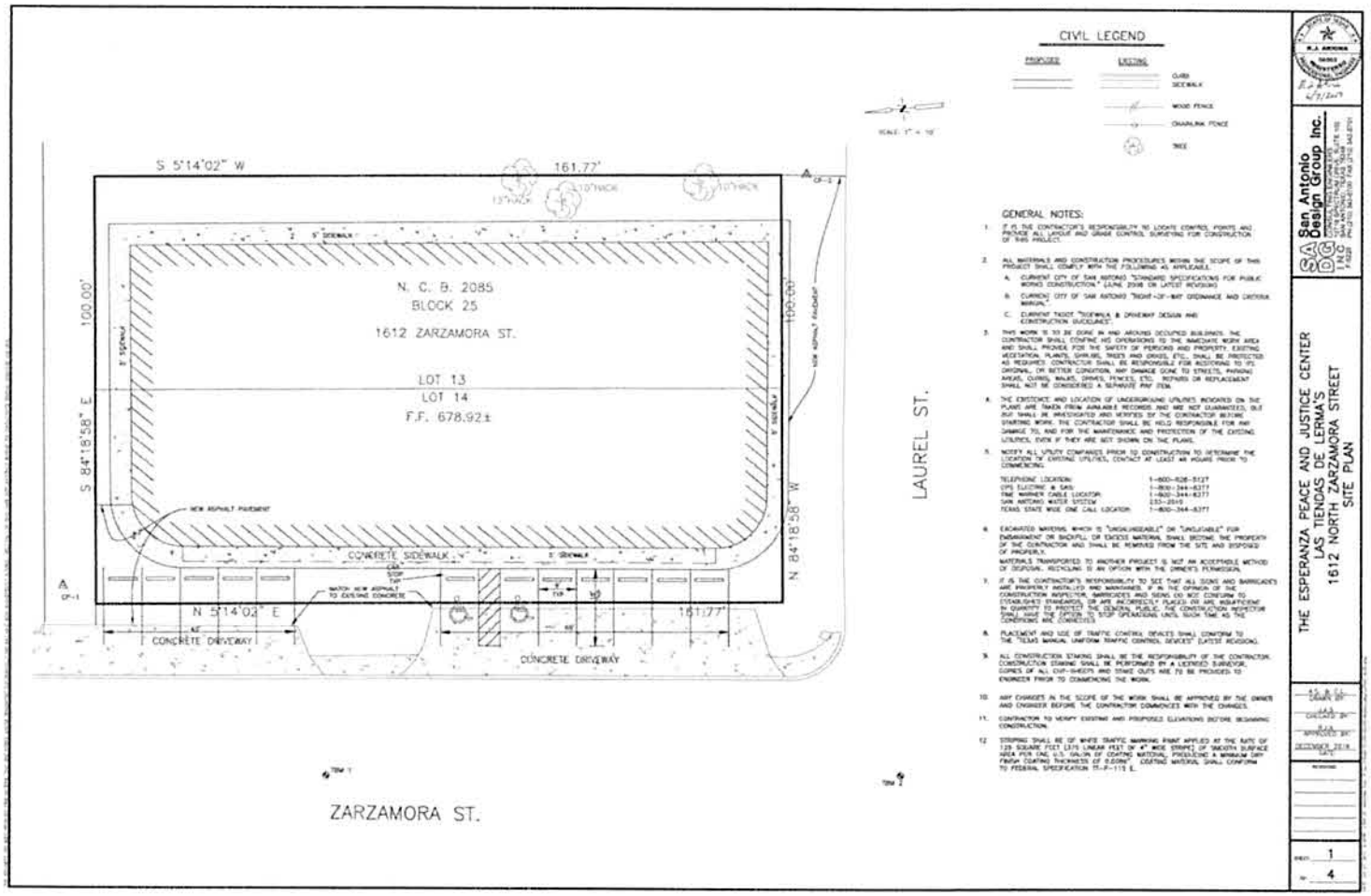

KEYED NOTES:
Las Tiendas de Lerma's
1602 N Zarzamora
San Antonio, Texas 78201
A-6
2 Reflected Ceiling Plan-Alternate No. 1
1 Floor Plan-Lerma's (Alternate No. 1)
3 Door Signage
Legend

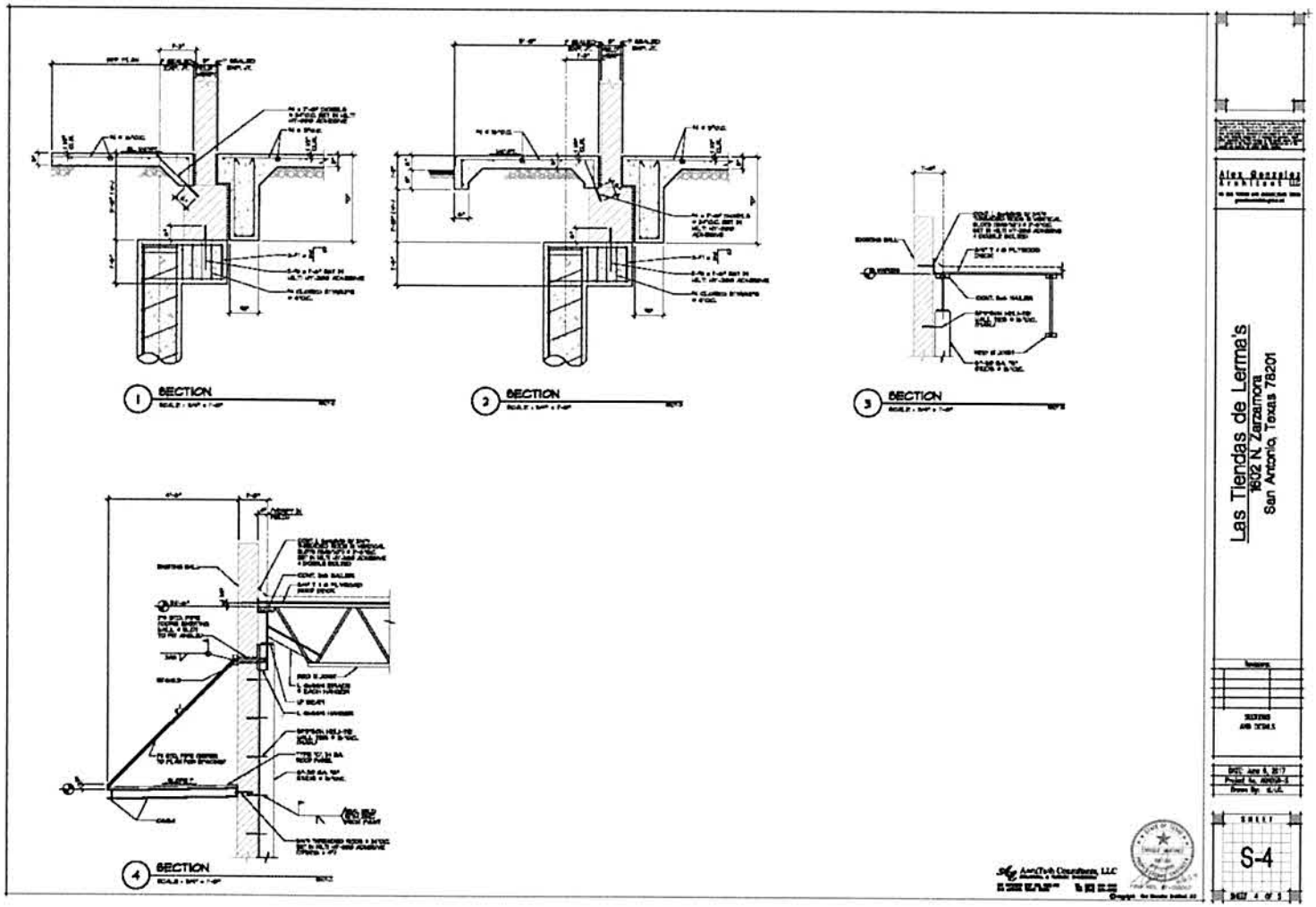

1 Men T/R
2 Men T/R (Women Similar)
3 Men T/R (Women Similar)
4 Men T/R
5 Women T/R
6 Women T/R
7 Men T/R (Women Similar)
8 Mounting Heights
KEYED NOTES:
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
A-7

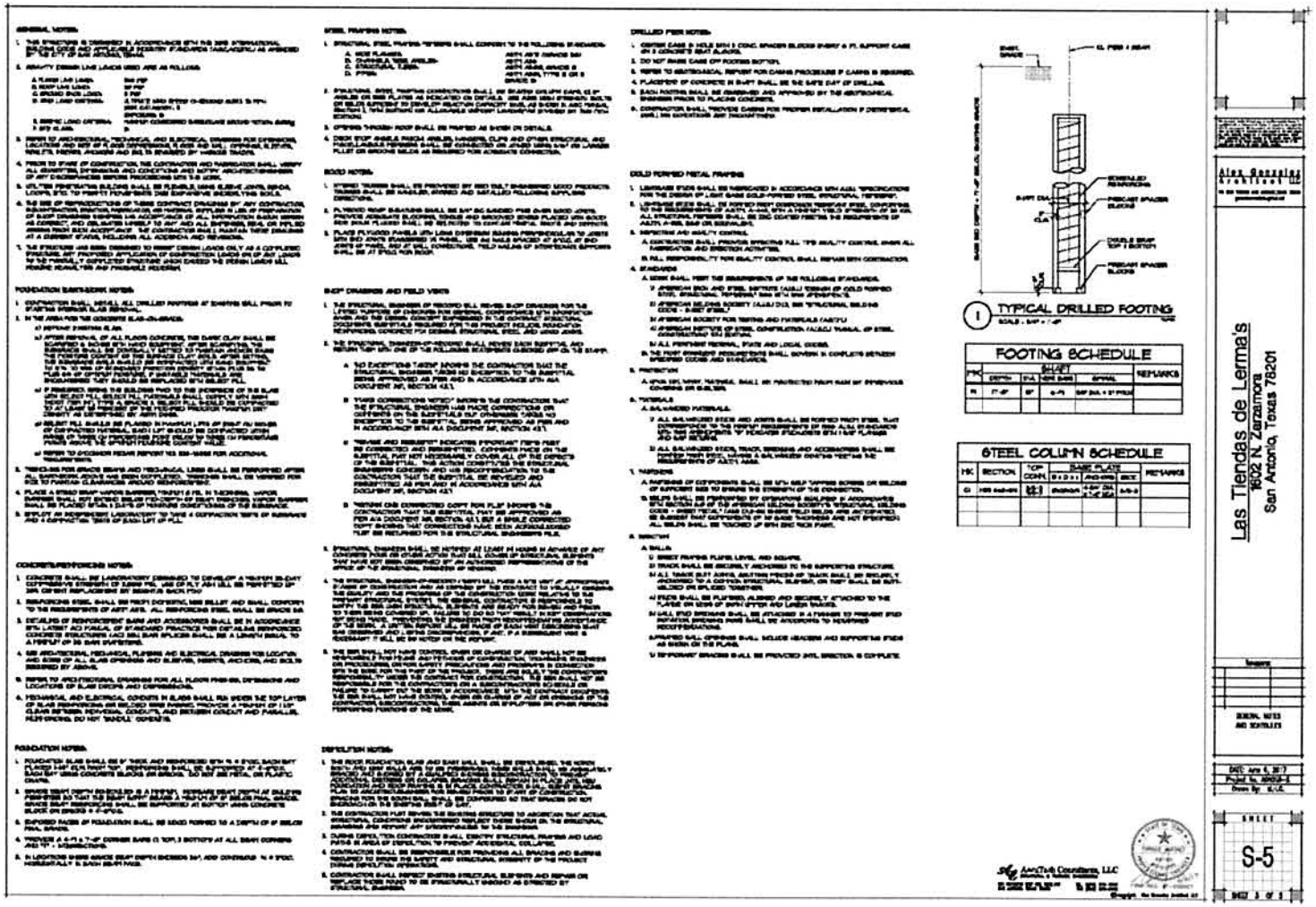

KEYED NOTES:
1 Bar Elevation
2 Bar Elevation
3 Bar Elevation
4 Bar Elevation
5 Wall Section
6 Wall Section
7 Millwork Section
8 Millwork Section
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
A-8

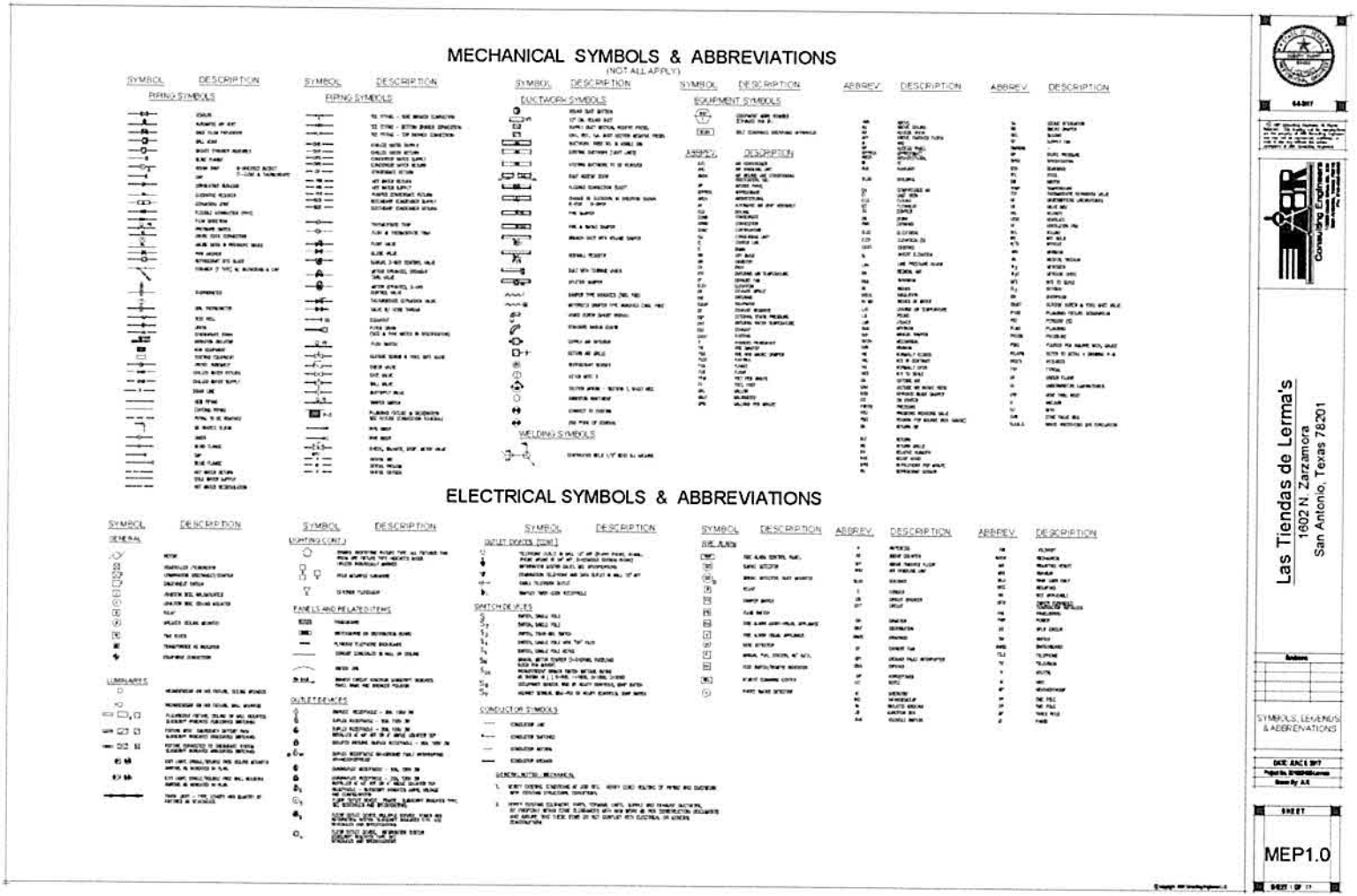

GRADE BEAM SCHEDULE
FOUNDATION PLAN
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
S-1

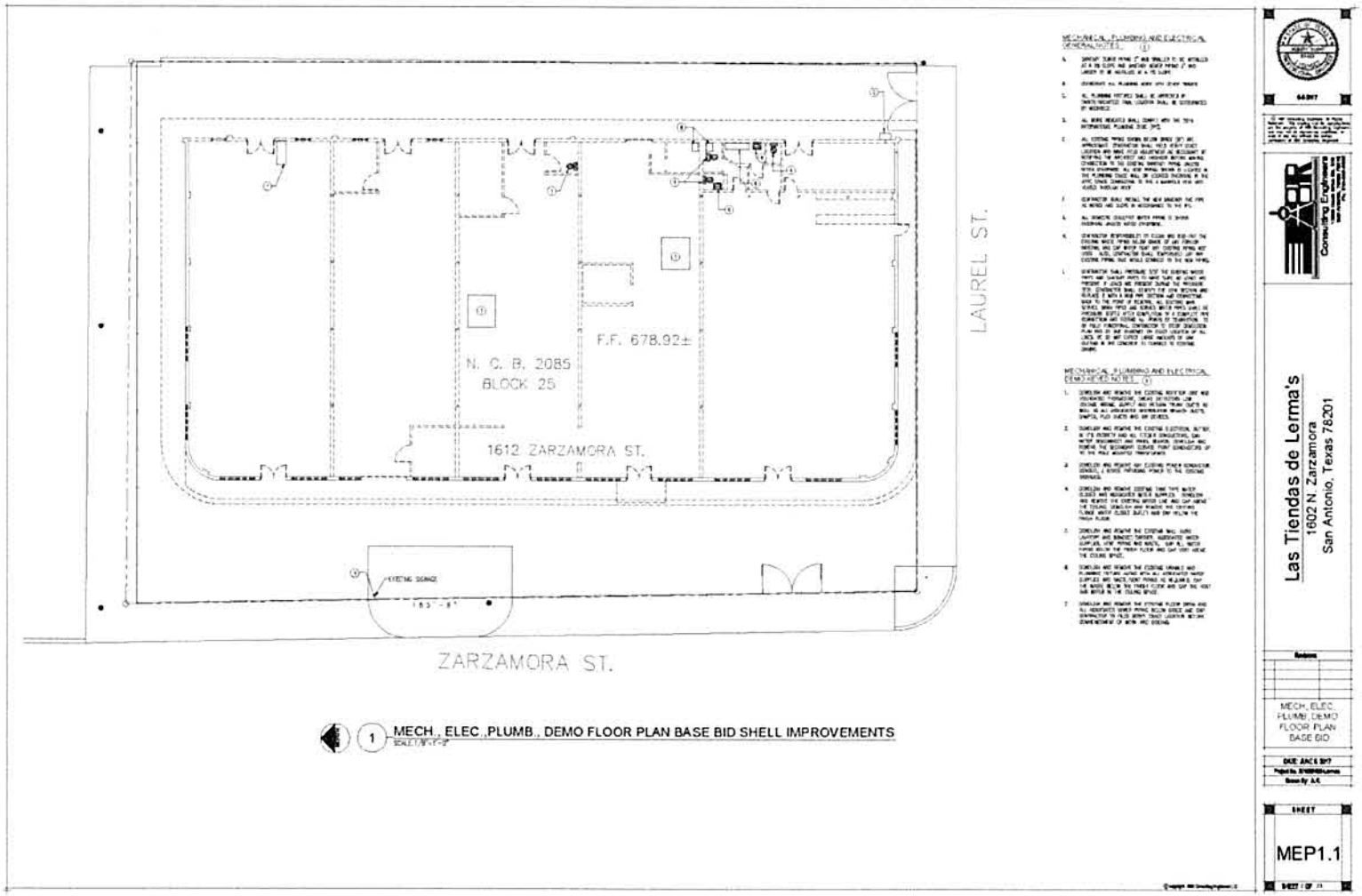

Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
S-2

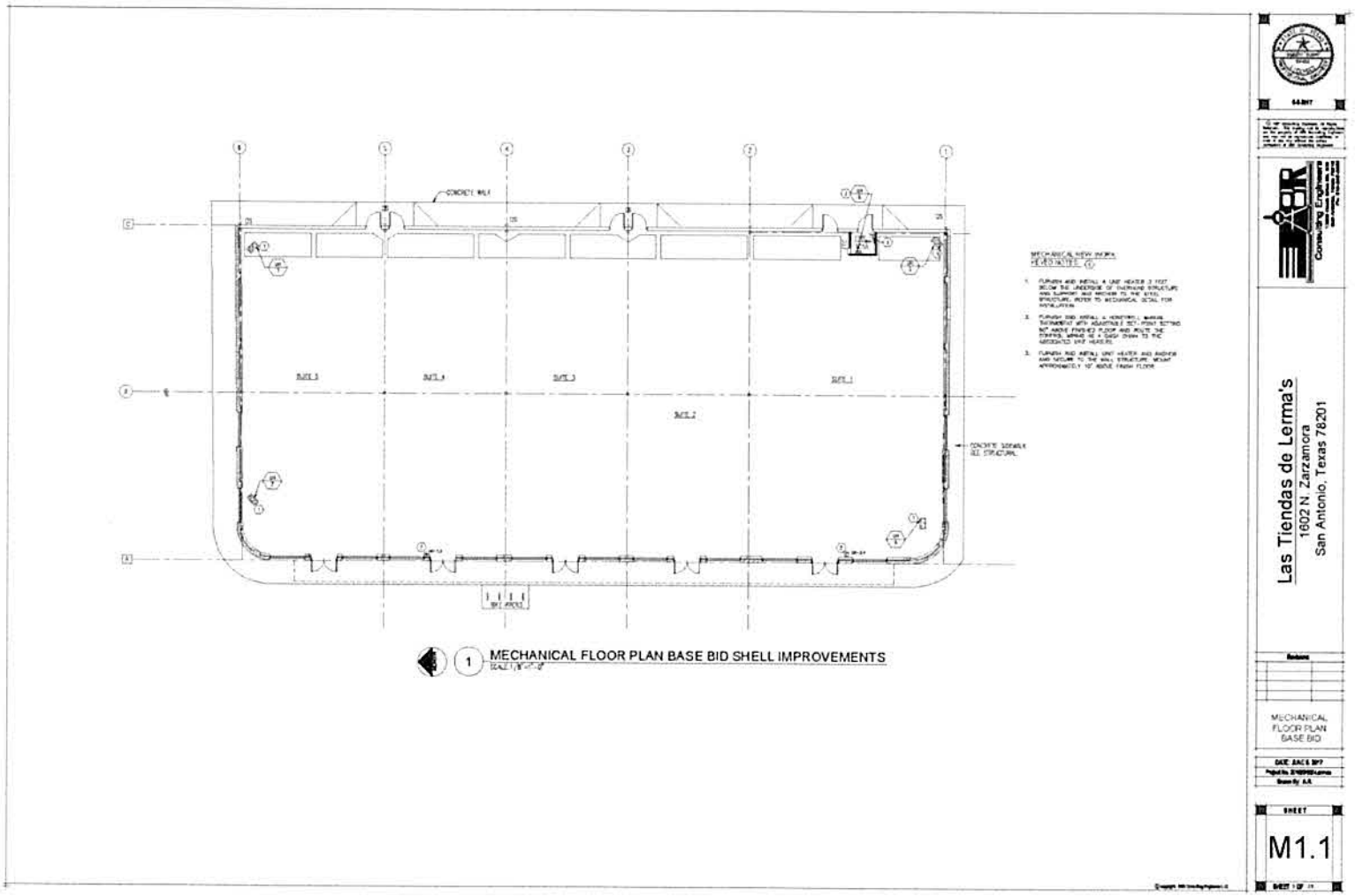

CIVIL LEGEND
PROPOSED
EXISTING
CURB
SIDEWALK
WOOD FENCE
CHAINLINK FENCE
TREE
GENERAL NOTES:
S 5°14'02" W
161.77'
N. C. B. 2085
BLOCK 25
1612 ZARZAMORA ST.
LOT 13
LOT 14
F.F. 678.92±
100.00'
S 84°18'58" E
N 84°18'58" W
N 5°14'02" E
161.77'
LAUREL ST.
CONCRETE SIDEWALK
CONCRETE DRIVEWAY
ZARZAMORA ST.
THE ESPERANZA PEACE AND JUSTICE CENTER
LAS TIENDAS DE LERMA'S
1612 NORTH ZARZAMORA STREET
SITE PLAN
San Antonio Design Group Inc.

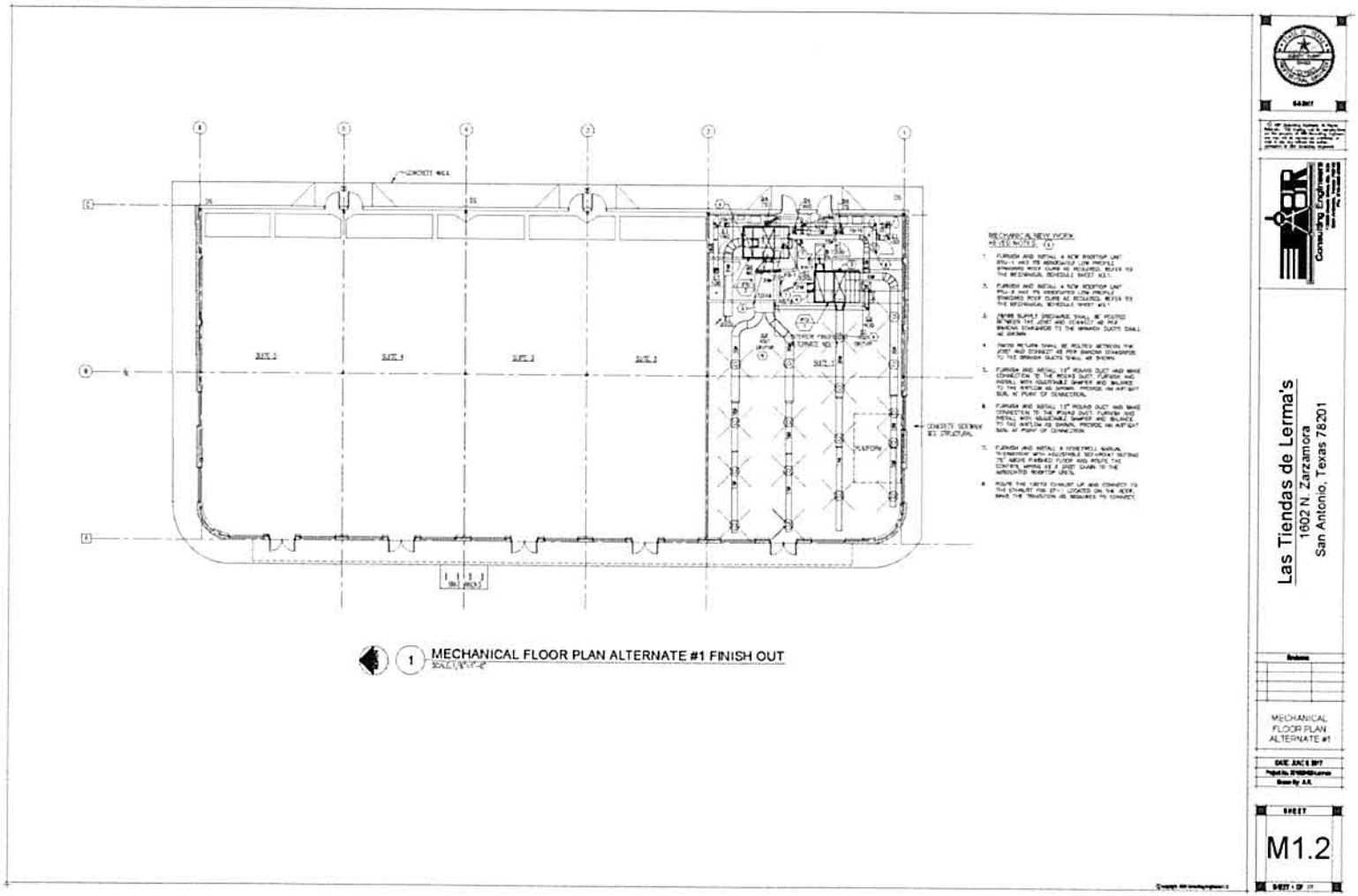

1 SECTION
2 SECTION
3 SECTION
4 SECTION
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
S-4

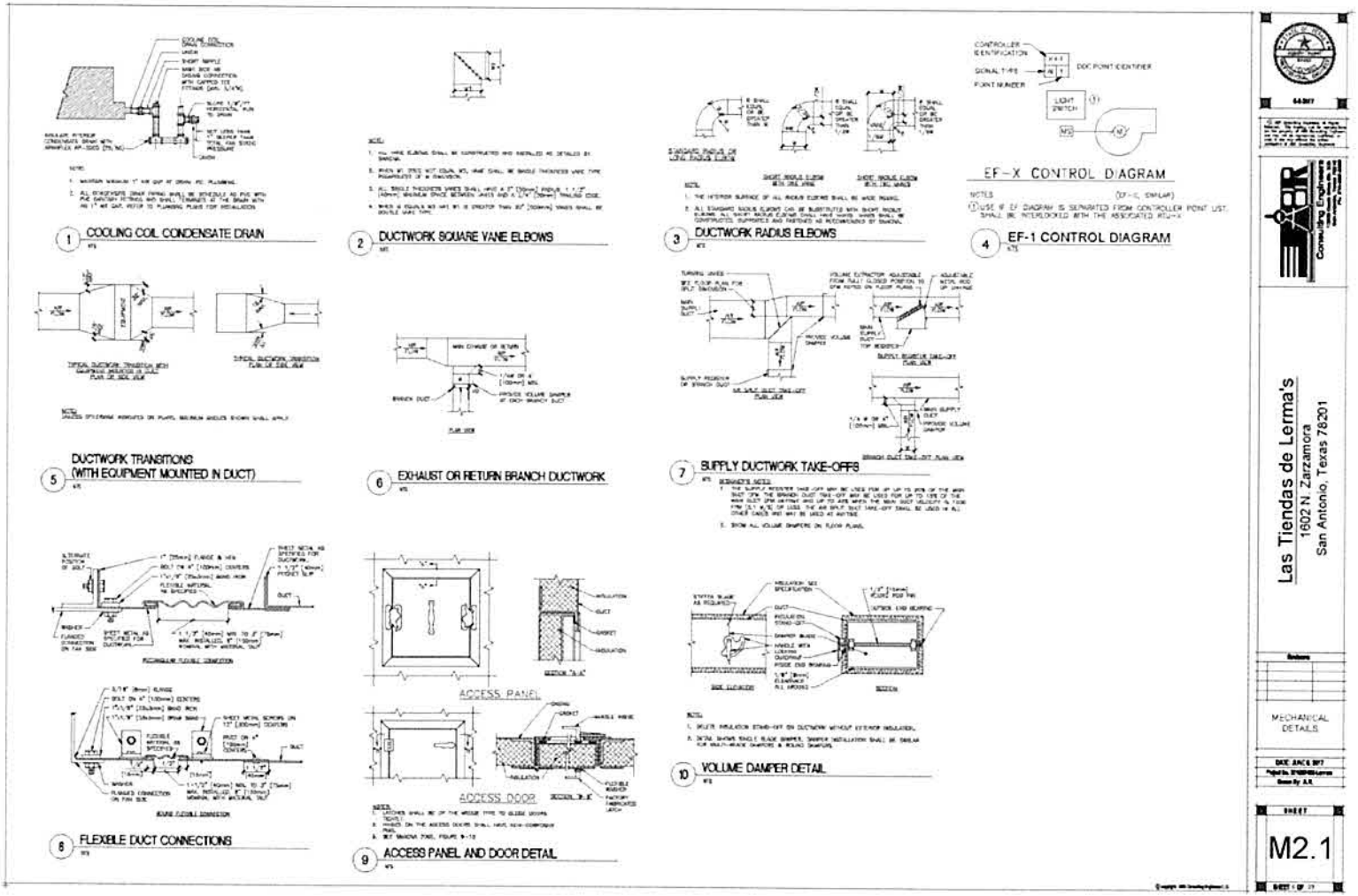

TYPICAL DRILLED FOOTING
FOOTING SCHEDULE
STEEL COLUMN SCHEDULE
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
Alex Gonzalez
architect
S-5

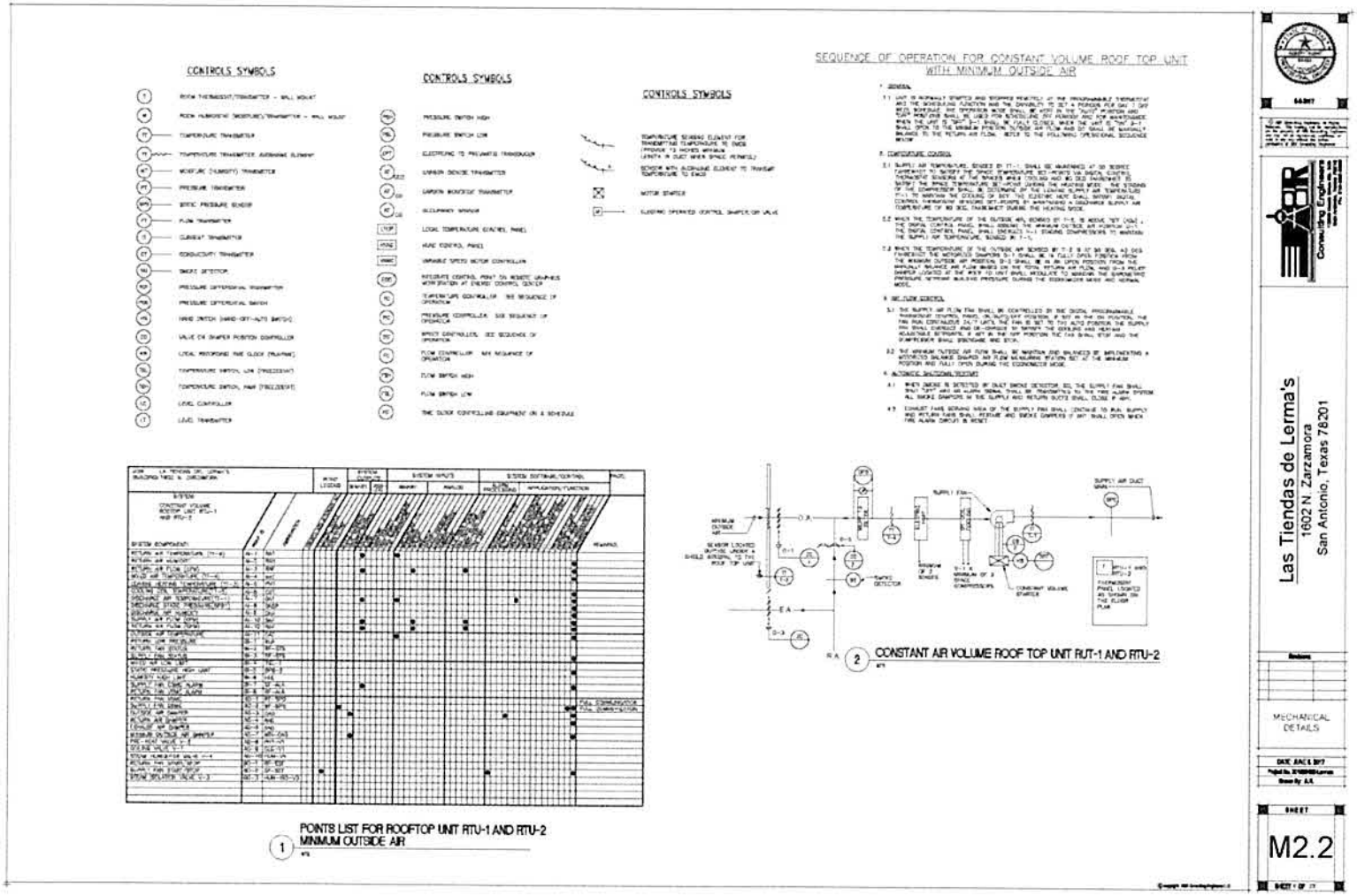

MECHANICAL SYMBOLS & ABBREVIATIONS
(NOT ALL APPLY)
ELECTRICAL SYMBOLS & ABBREVIATIONS
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
SYMBOLS, LEGENDS & ABBREVIATIONS
MEP1.0

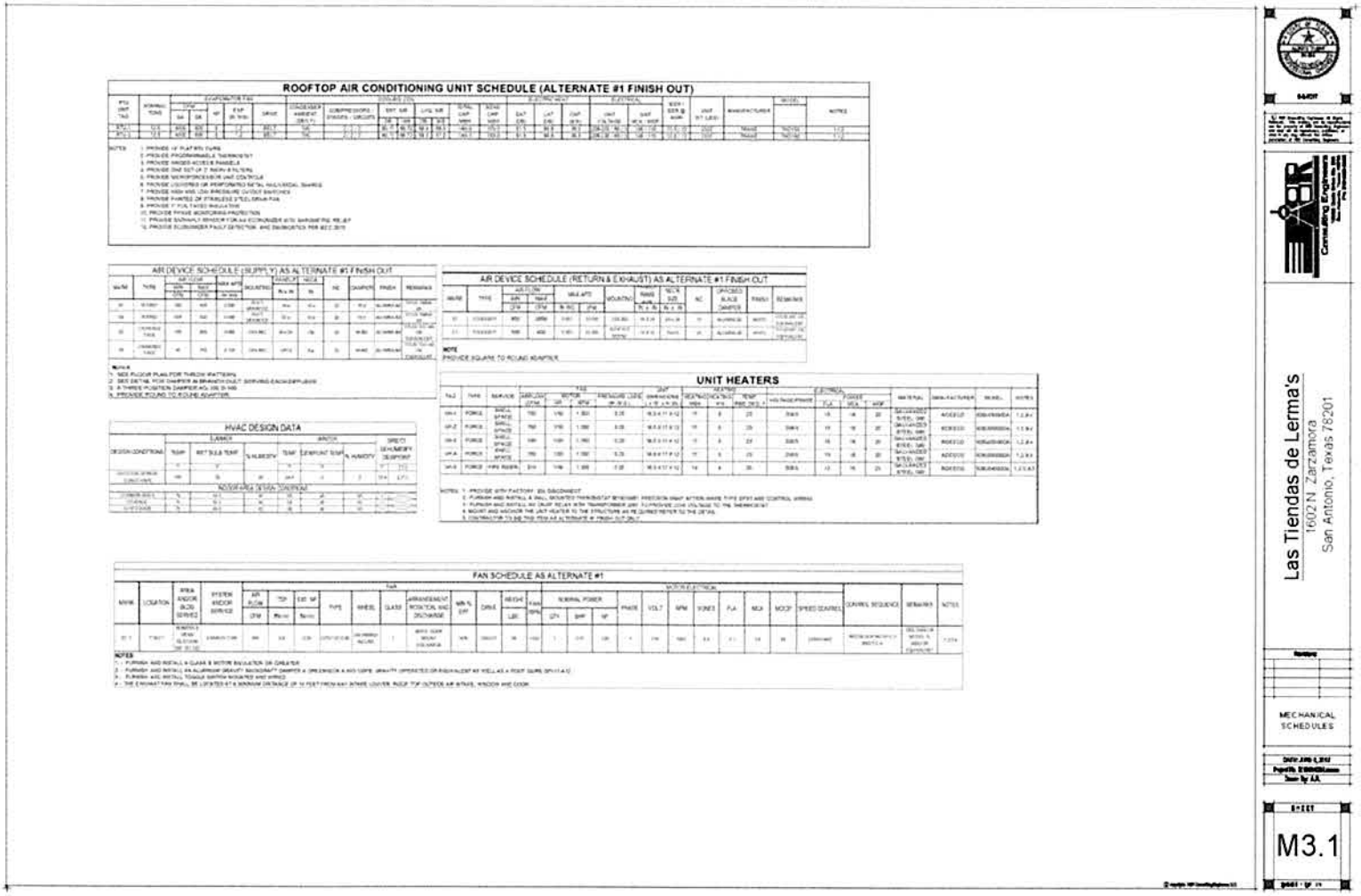

LAUREL ST.
F.F. 678.92±
N. C. B. 2085
BLOCK 25
1612 ZARZAMORA ST.
ZARZAMORA ST.
1 MECH., ELEC., PLUMB., DEMO FLOOR PLAN BASE BID SHELL IMPROVEMENTS
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
MECH, ELEC, PLUMB, DEMO FLOOR PLAN BASE BID
MEP1.1

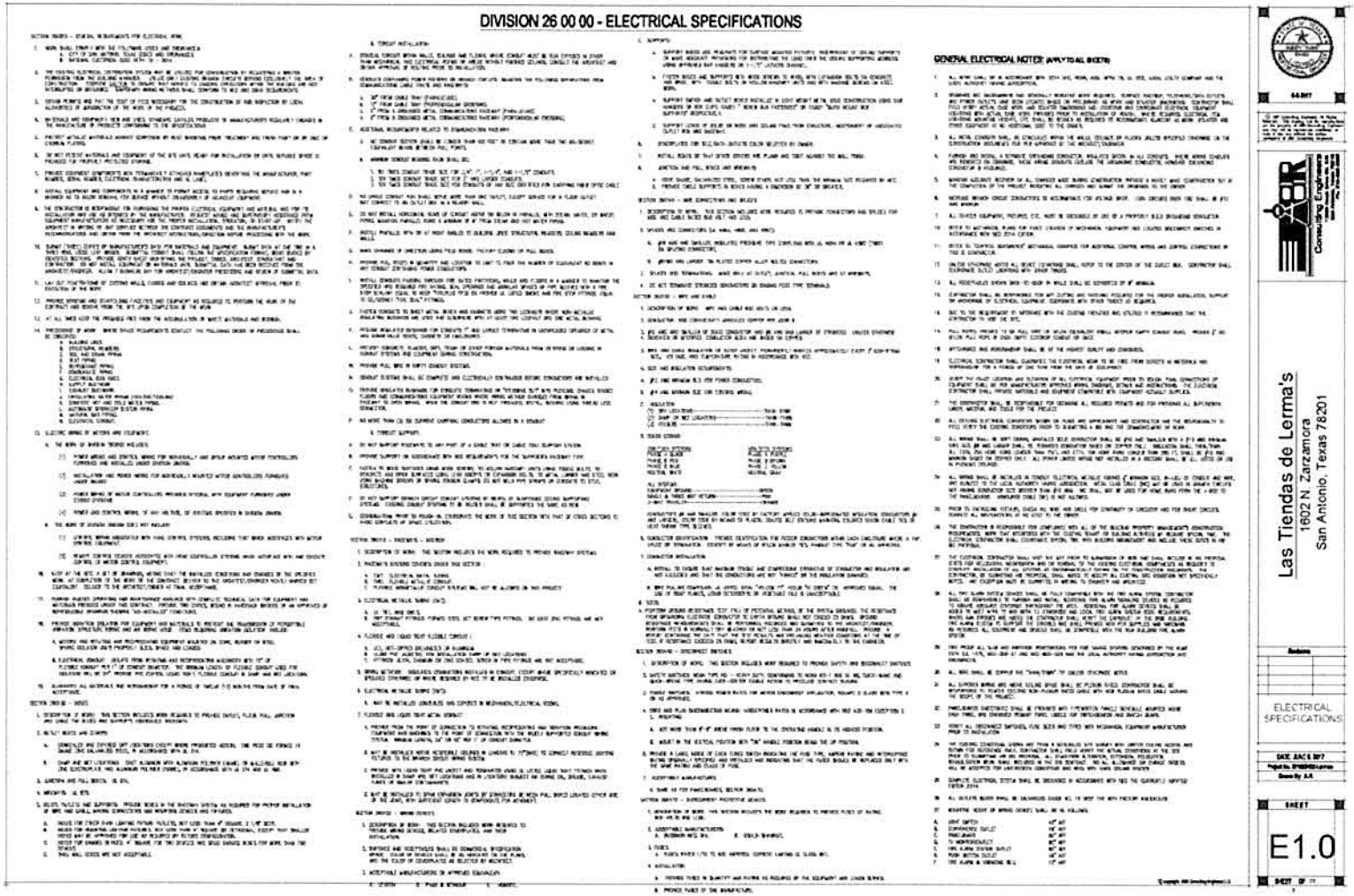

1 MECHANICAL FLOOR PLAN BASE BID SHELL IMPROVEMENTS
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
MECHANICAL FLOOR PLAN BASE BID
M1.1

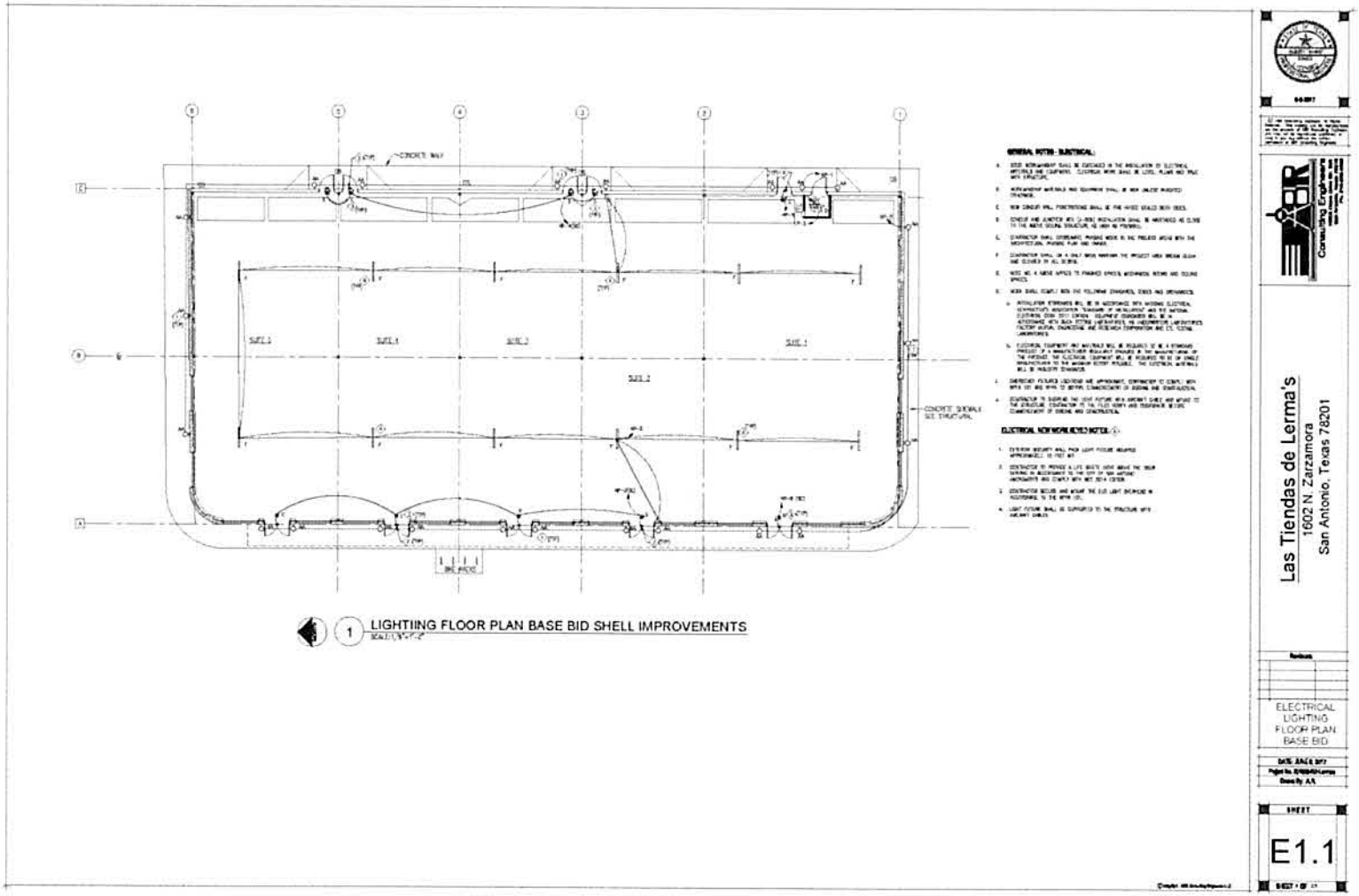

Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
MECHANICAL FLOOR PLAN ALTERNATE #1
M1.2
1 MECHANICAL FLOOR PLAN ALTERNATE #1 FINISH OUT

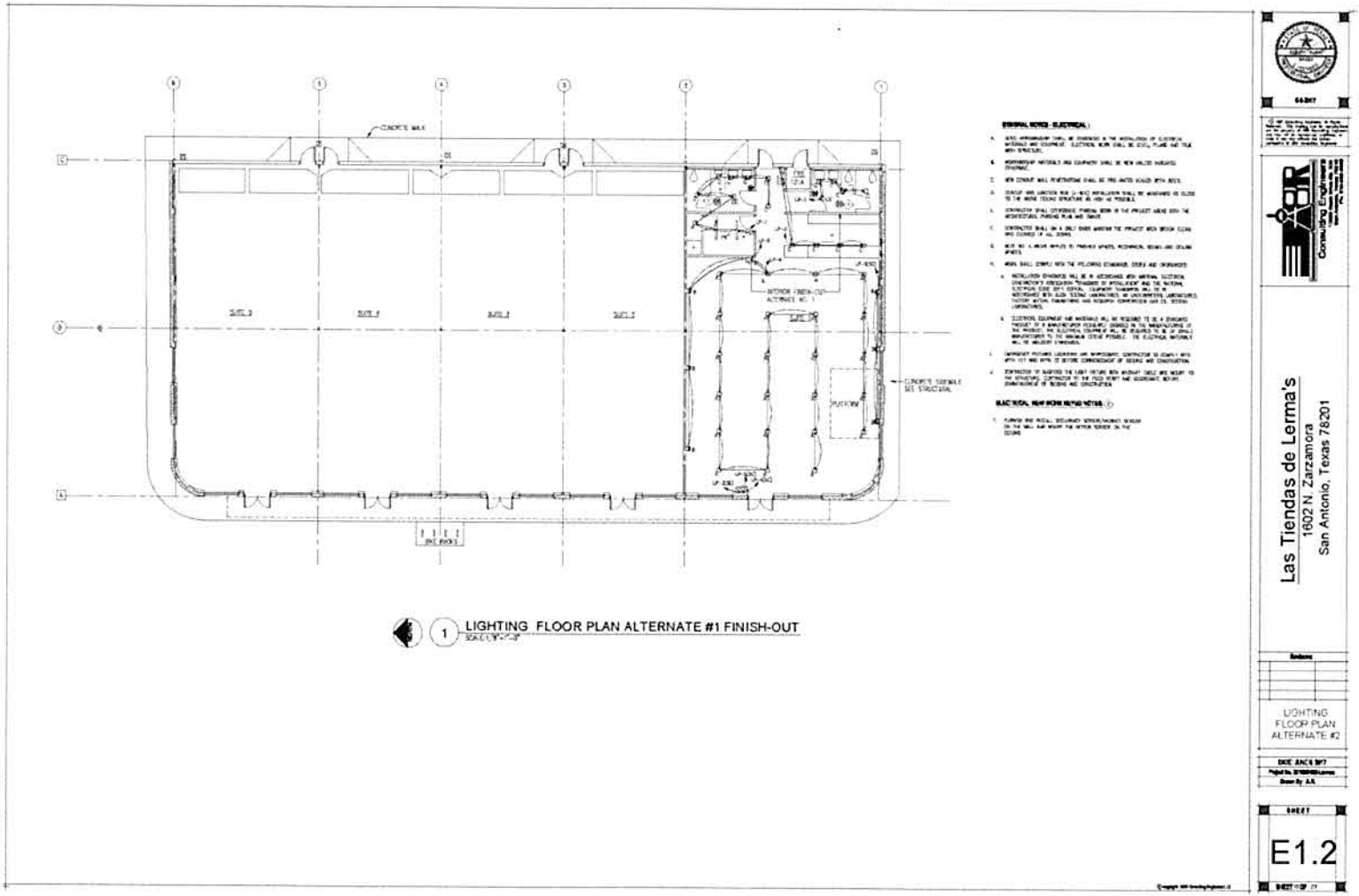

1 COOLING COIL CONDENSATE DRAIN
2 DUCTWORK SQUARE VANE ELBOWS
3 DUCTWORK RADIUS ELBOWS
EF-X CONTROL DIAGRAM
4 EF-1 CONTROL DIAGRAM
5 DUCTWORK TRANSITIONS (WITH EQUIPMENT MOUNTED IN DUCT)
6 EXHAUST OR RETURN BRANCH DUCTWORK
7 SUPPLY DUCTWORK TAKE-OFFS
8 FLEXIBLE DUCT CONNECTIONS
ACCESS PANEL
ACCESS DOOR
9 ACCESS PANEL AND DOOR DETAIL
10 VOLUME DAMPER DETAIL
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
MECHANICAL DETAILS
M2.1

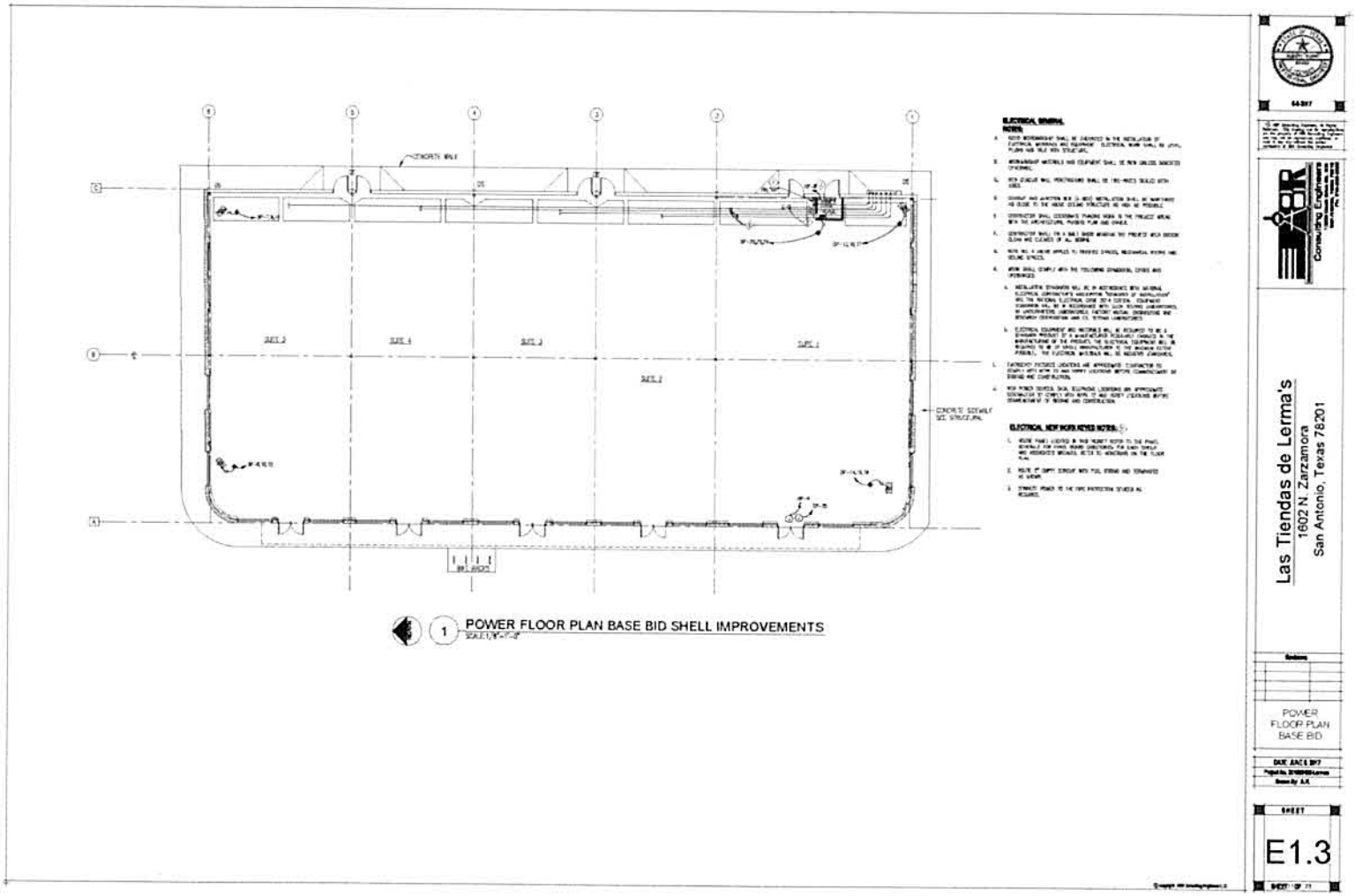

CONTROLS SYMBOLS
CONTROLS SYMBOLS
CONTROLS SYMBOLS
SEQUENCE OF OPERATION FOR CONSTANT VOLUME ROOF TOP UNIT WITH MINIMUM OUTSIDE AIR
POINTS LIST FOR ROOFTOP UNIT RTU-1 AND RTU-2 MINIMUM OUTSIDE AIR
CONSTANT AIR VOLUME ROOF TOP UNIT RUT-1 AND RTU-2
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
MECHANICAL DETAILS
M2.2

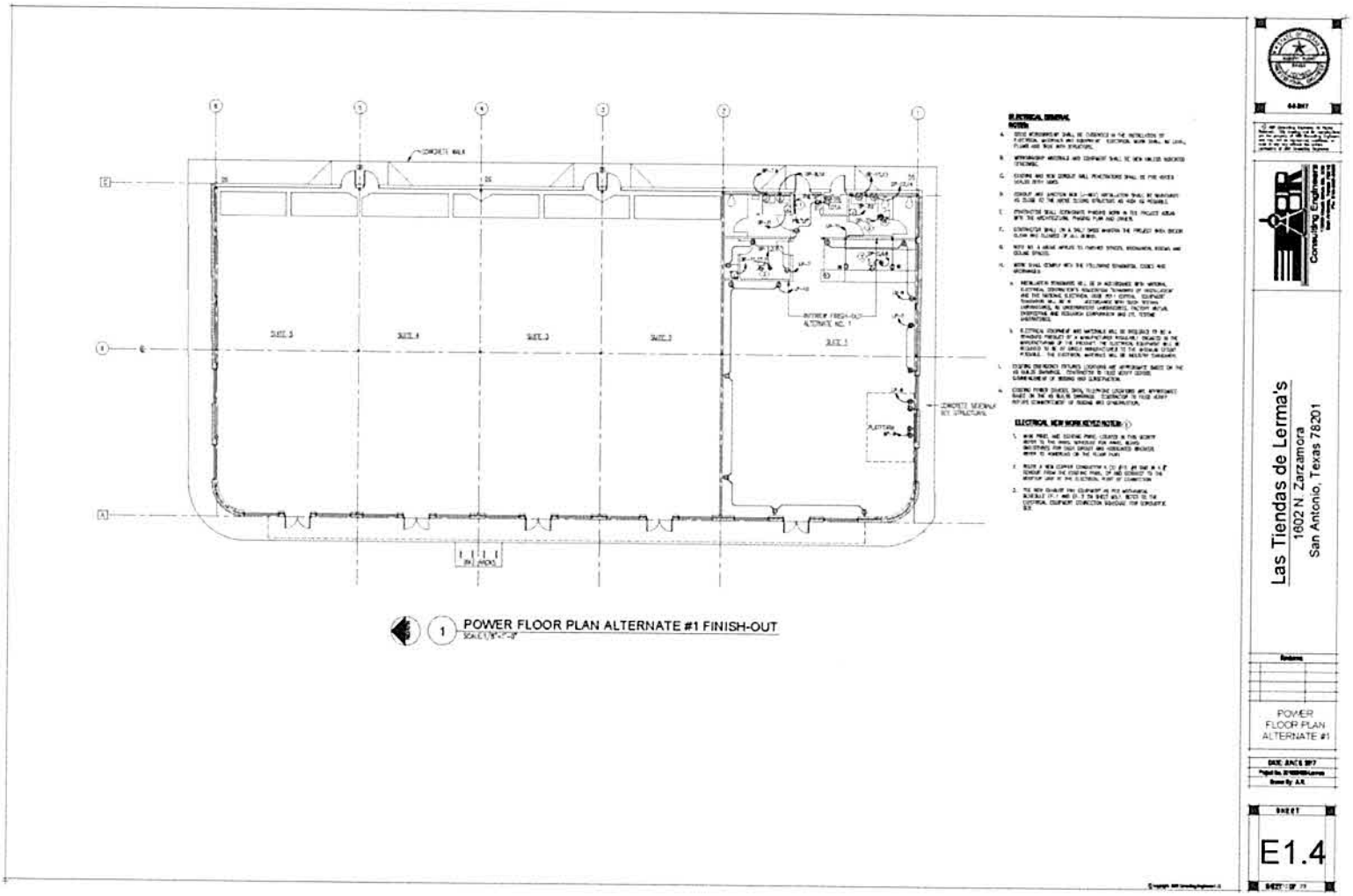

ROOFTOP AIR CONDITIONING UNIT SCHEDULE (ALTERNATE #1 FINISH OUT)
AIR DEVICE SCHEDULE (SUPPLY) AS ALTERNATE #1 FINISH OUT
AIR DEVICE SCHEDULE (RETURN & EXHAUST) AS ALTERNATE #1 FINISH OUT
UNIT HEATERS
HVAC DESIGN DATA
FAN SCHEDULE AS ALTERNATE #1
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
MECHANICAL SCHEDULES
M3.1

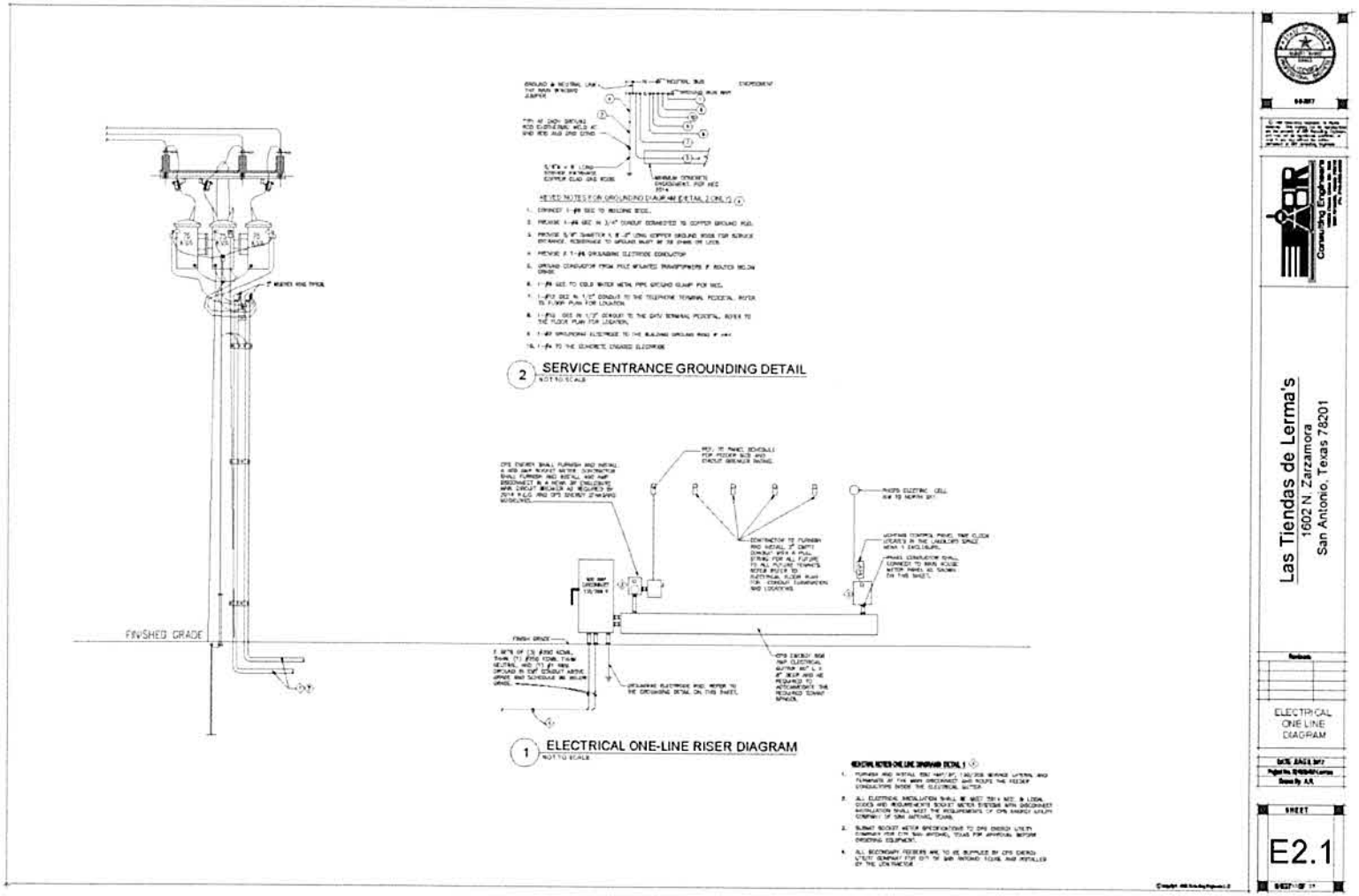

DIVISION 26 00 00 - ELECTRICAL SPECIFICATIONS
GENERAL ELECTRICAL NOTES: (APPLY TO ALL SHEETS)
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
ELECTRICAL SPECIFICATIONS
E1.0

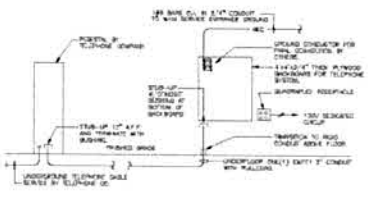

1 LIGHTIING FLOOR PLAN BASE BID SHELL IMPROVEMENTS
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
ELECTRICAL
LIGHTING
FLOOR PLAN
BASE BID
SHEET
E1.1


1 LIGHTING FLOOR PLAN ALTERNATE #1 FINISH-OUT
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
LIGHTING FLOOR PLAN ALTERNATE #2
E1.2

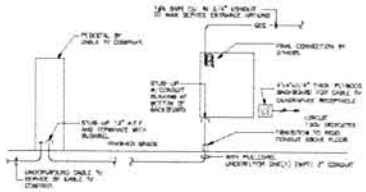

Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
POWER FLOOR PLAN BASE BID
E1.3
1 POWER FLOOR PLAN BASE BID SHELL IMPROVEMENTS


1 POWER FLOOR PLAN ALTERNATE #1 FINISH-OUT
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
POWER FLOOR PLAN ALTERNATE #1
E1.4


FINISHED GRADE
2 SERVICE ENTRANCE GROUNDING DETAIL
1 ELECTRICAL ONE-LINE RISER DIAGRAM
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
ELECTRICAL ONE LINE DIAGRAM
SHEET
E2.1



1 TELEPHONE SYSTEM DIAGRAM
NOT TO SCALE

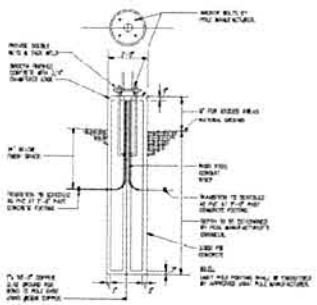


2 CABLE TV SYSTEM DIAGRAM
NOT TO SCALE

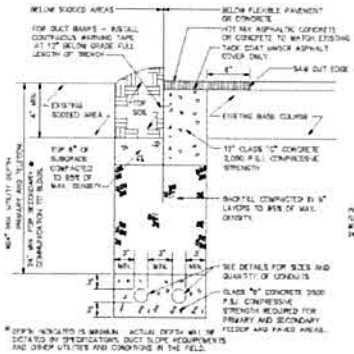
GENERAL ELECTRICAL NOTES

1. PROVIDE AN EMPTY 3/4" CONDUIT WITH A PULLSTRING FOR ALL DATA AND TELEPHONE OUTLET LOCATIONS EXTEND CONDUIT UP TO ACCESSIBLE CEILING OR ATTIC AS REQUIRED FOR TELEPHONE TERMINAL BACKBOARDS. COORDINATE DATA REQUIREMENTS WITH THE OWNER.

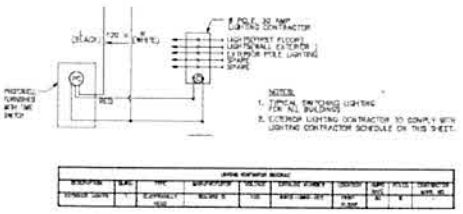
2. PROVIDE A CLASS 'B' FIRE ALARM SYSTEM FOR BUILDING. BUILDING FURNISH AUDIO-VISUAL NOTIFICATION APPLIANCES, SINGLE DETECTIVE POINT SURFACE MOUNT, MANUAL MONEY AND OTHER PERIPHERAL DEVICES FOR A COMPLETE FIRE ALARM SYSTEM PURSUANT TO ALL CITY CODES. COORDINATE THE LOCATIONS OF DEVICES IN BUILDING, PER FIRE MARSHALL'S OFFICE OF SAN ANTONIO, TEXAS. COORDINATE REQUIREMENTS AND LOCATIONS, PROVIDE SPECIFICATIONS, WIRING AND INSTALLATION PER NFPA 72 AND OTHER APPLICABLE LOCAL AND STATE CODES.



3 TYPICAL SITE LIGHTING POLE DETAIL
NOT TO SCALE



4 TYPICAL CONDUIT BURIAL DETAIL
NOT TO SCALE



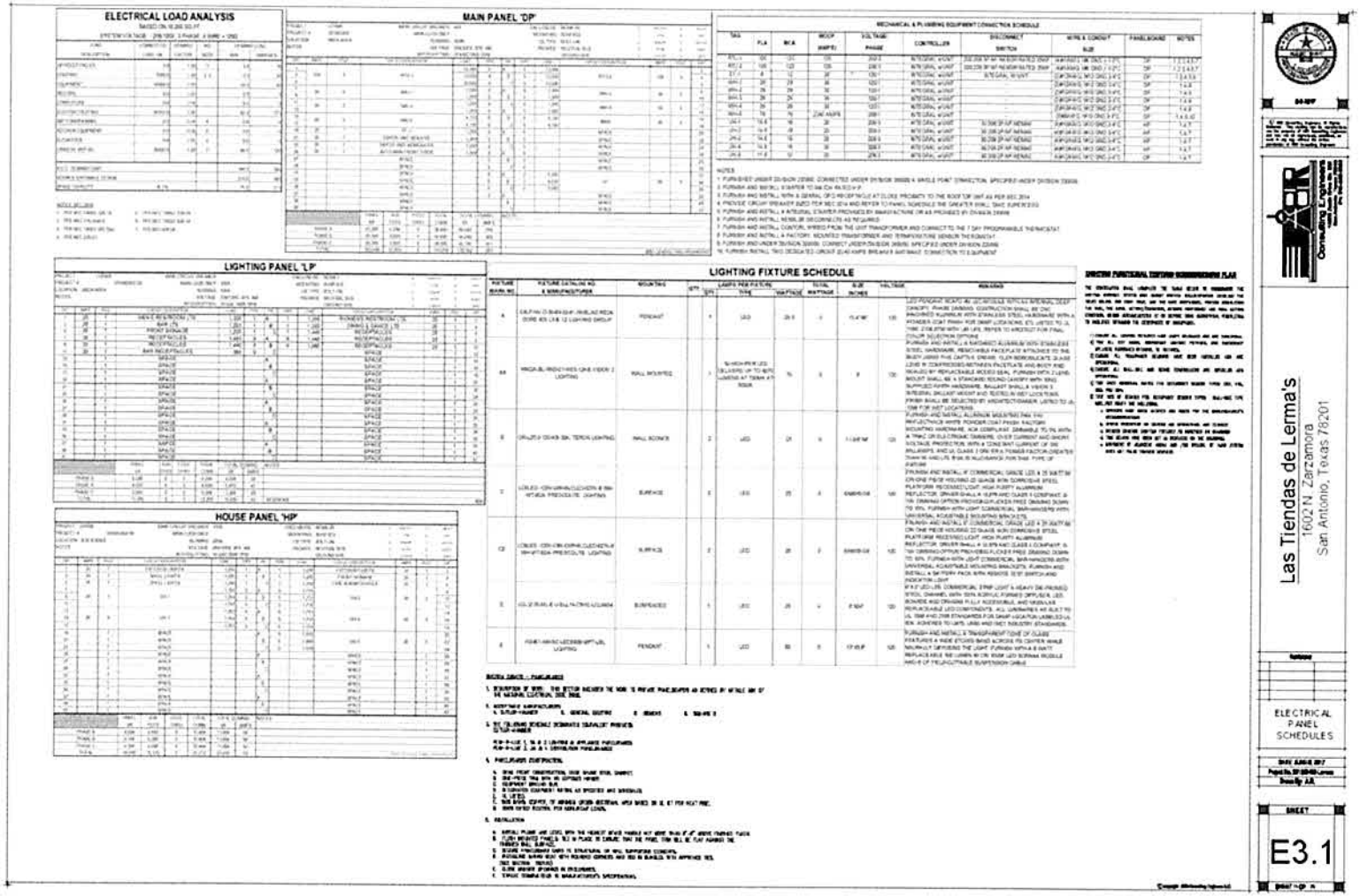
NOTES:
1. TYPICAL SWITCHING LIGHTING FOR ALL BUILDINGS.
2. EXTERIOR LIGHTING CONTRACTOR TO COMPLY WITH LIGHTING CONTRACTOR SCHEDULE ON THIS SHEET.

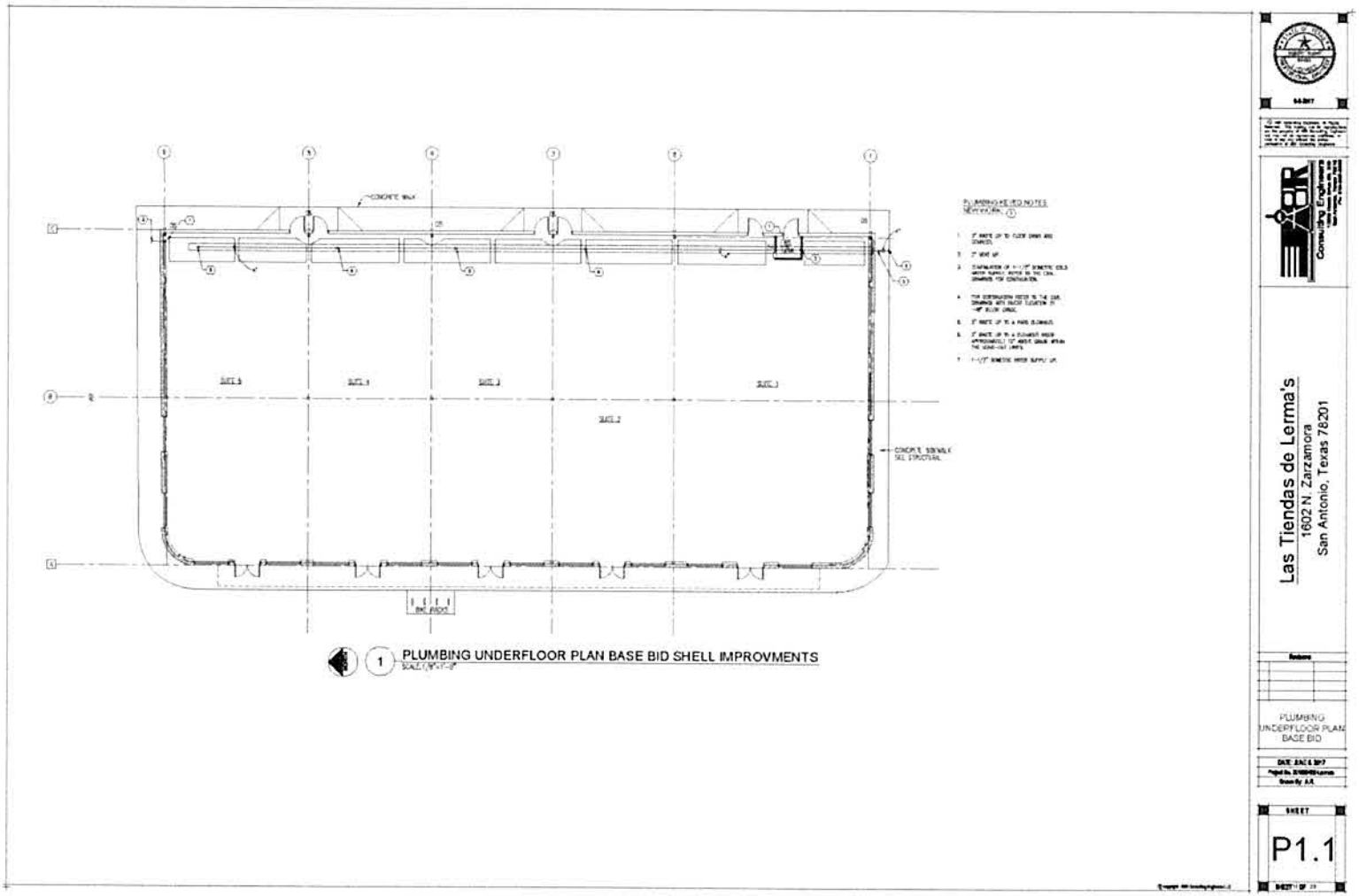
5 TYPICAL LIGHTING CONTRACTORS DETAIL
NOT TO SCALE

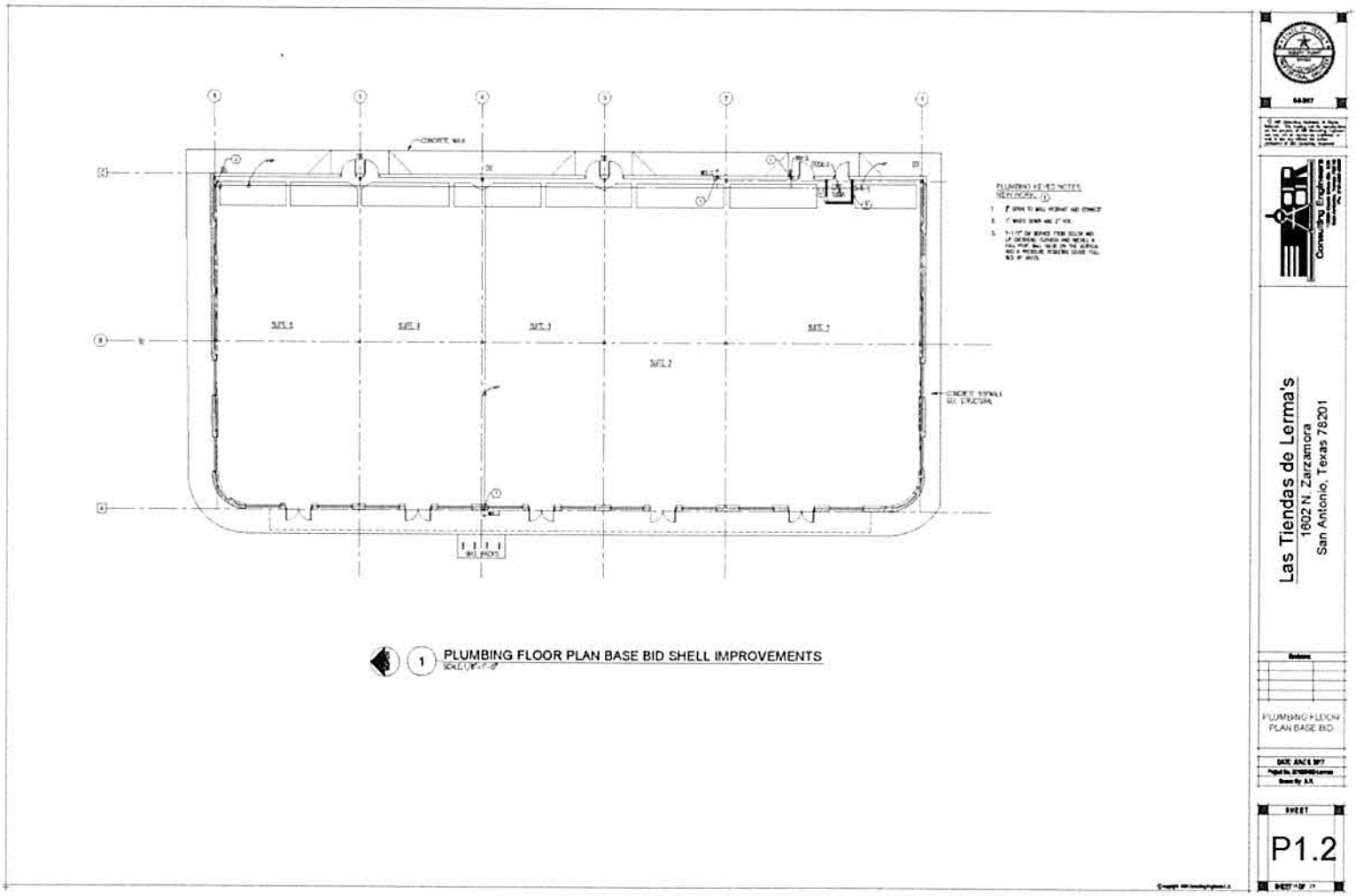
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201

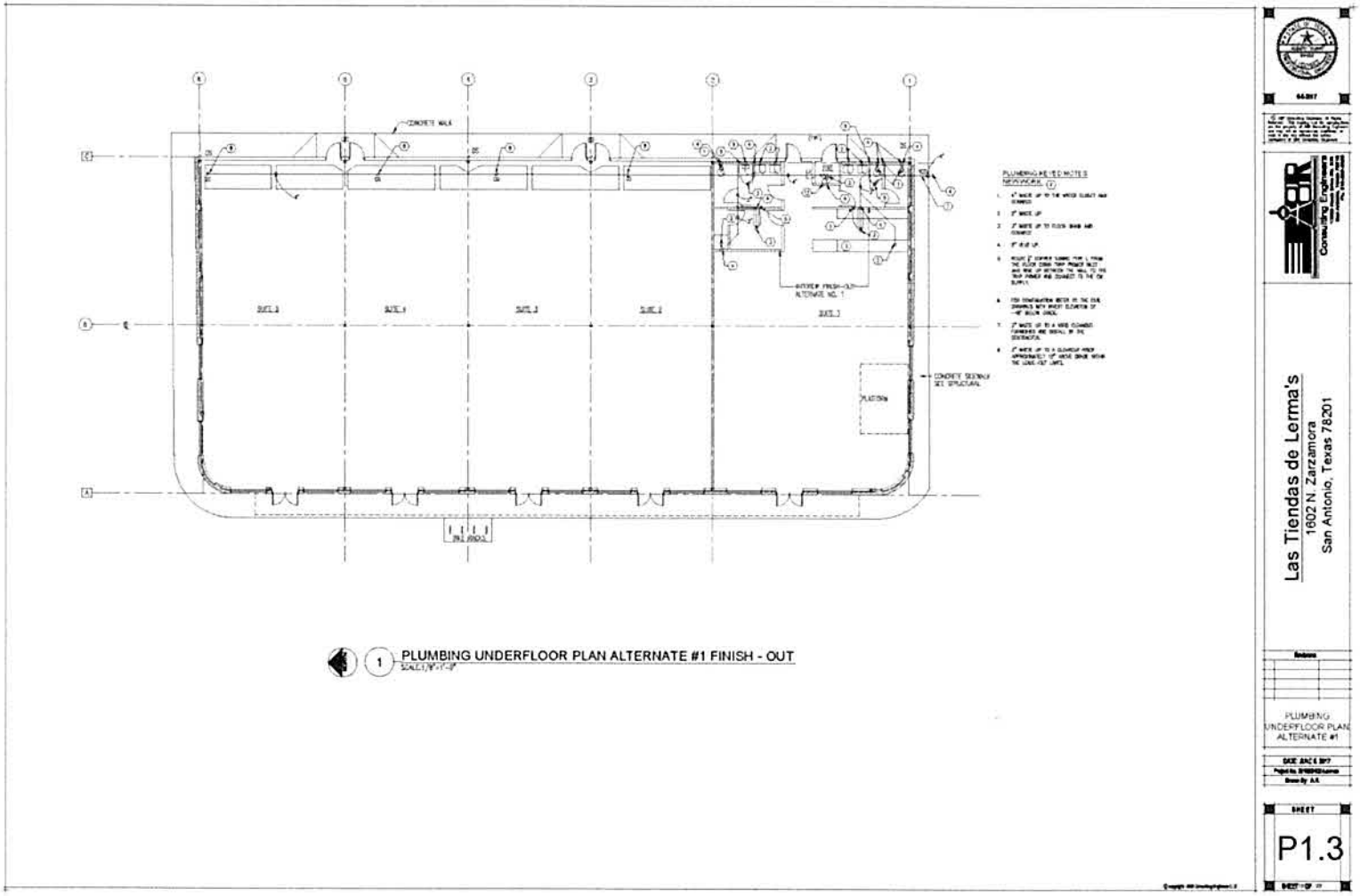
ELECTRICAL DETAILS

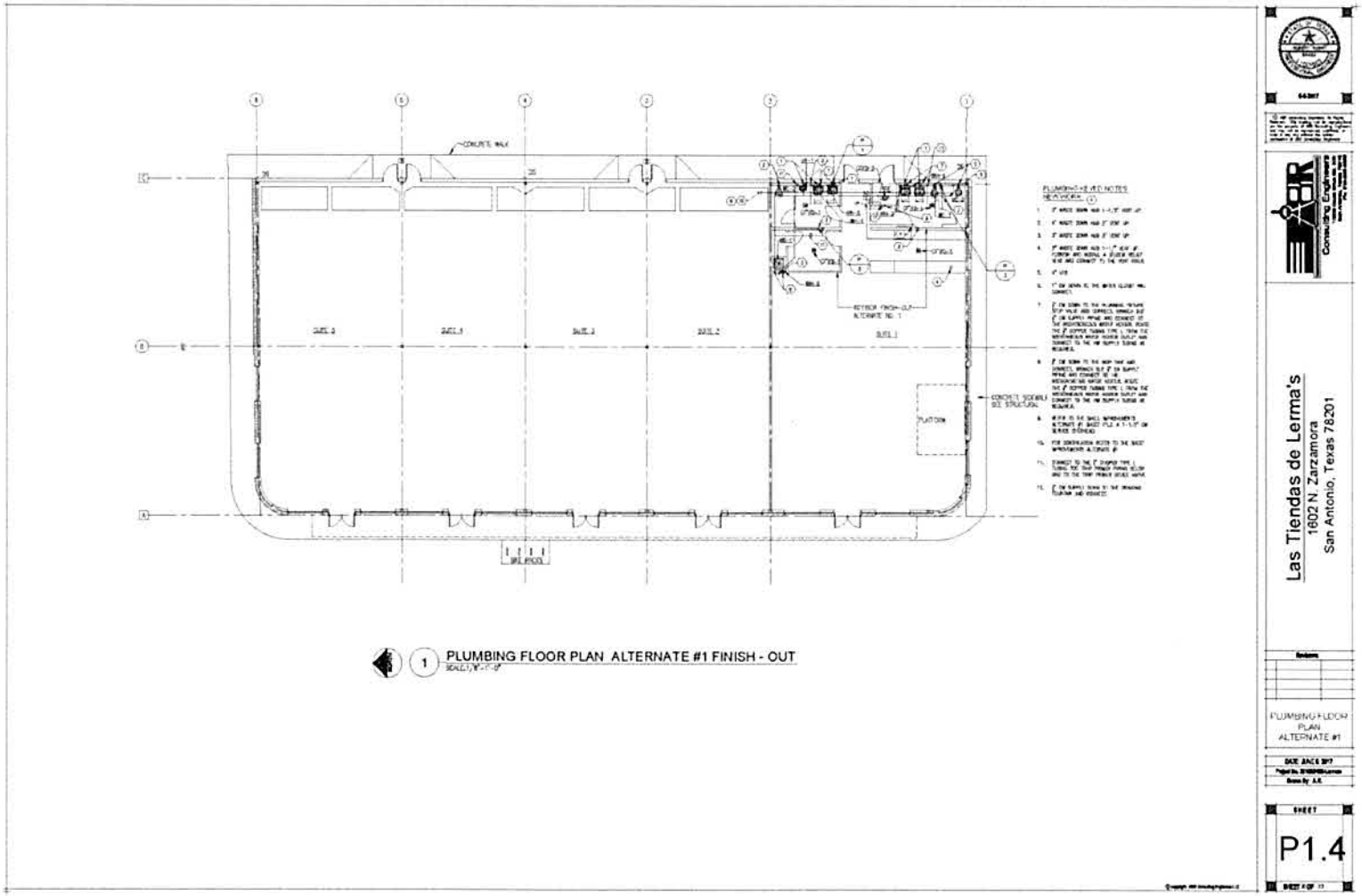
SHEET
E2.2

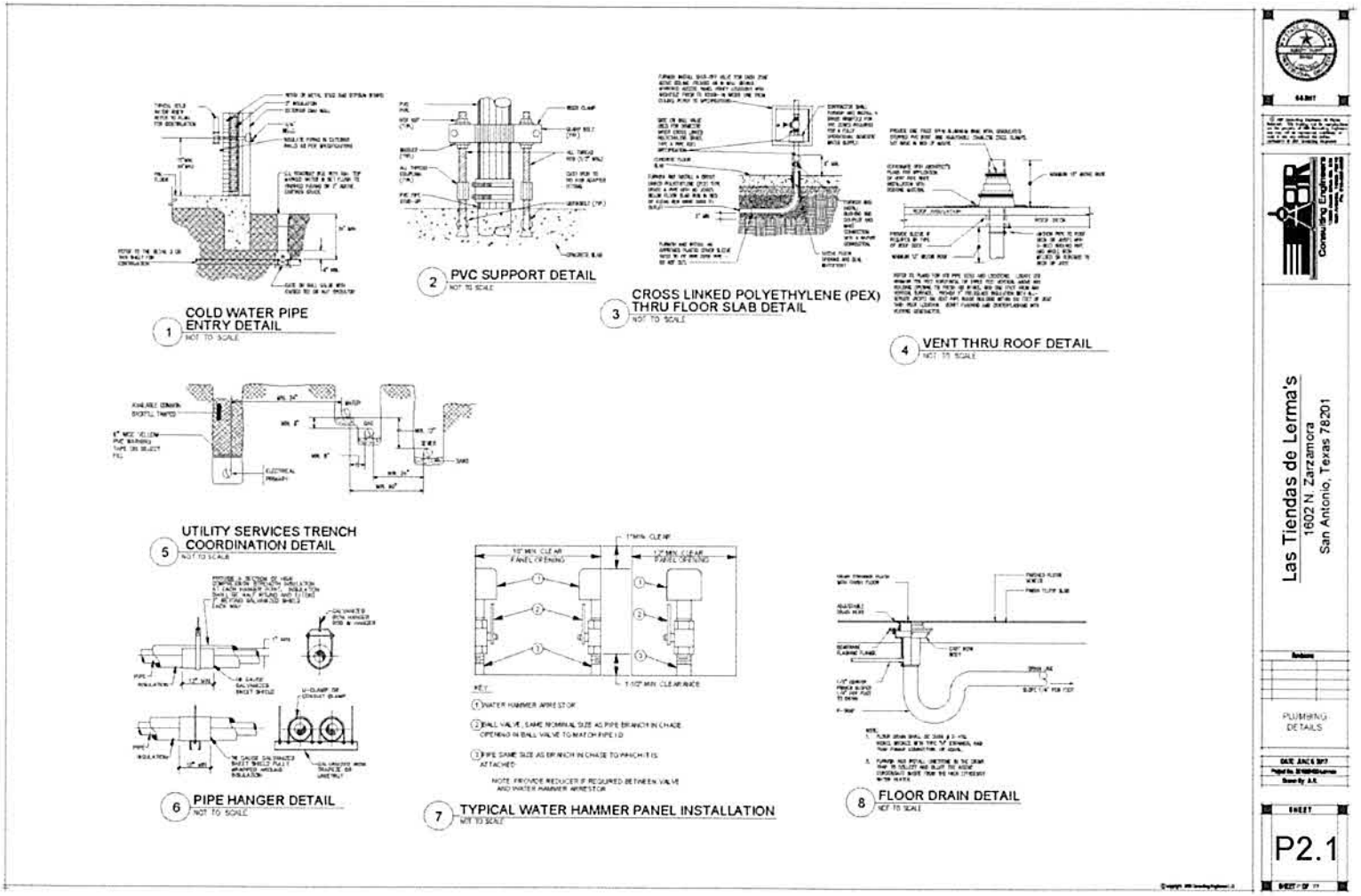

ELECTRICAL LOAD ANALYSIS
MAIN PANEL 'DP'
LIGHTING PANEL 'LP'
HOUSE PANEL 'HP'
LIGHTING FIXTURE SCHEDULE
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
ELECTRICAL PANEL SCHEDULES
E3.1

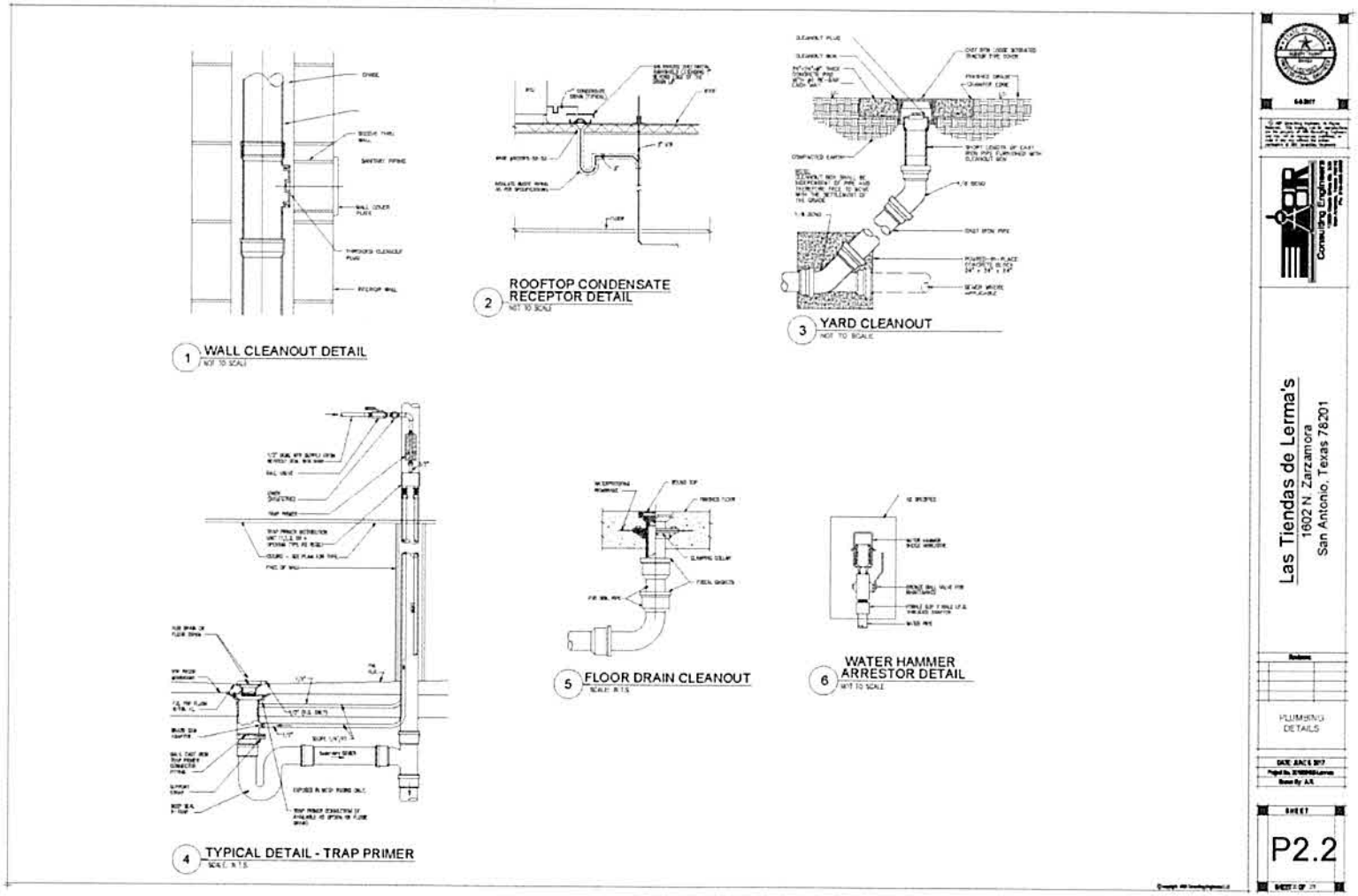

1 PLUMBING UNDERFLOOR PLAN BASE BID SHELL IMPROVMENTS
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
PLUMBING UNDERFLOOR PLAN BASE BID
P1.1

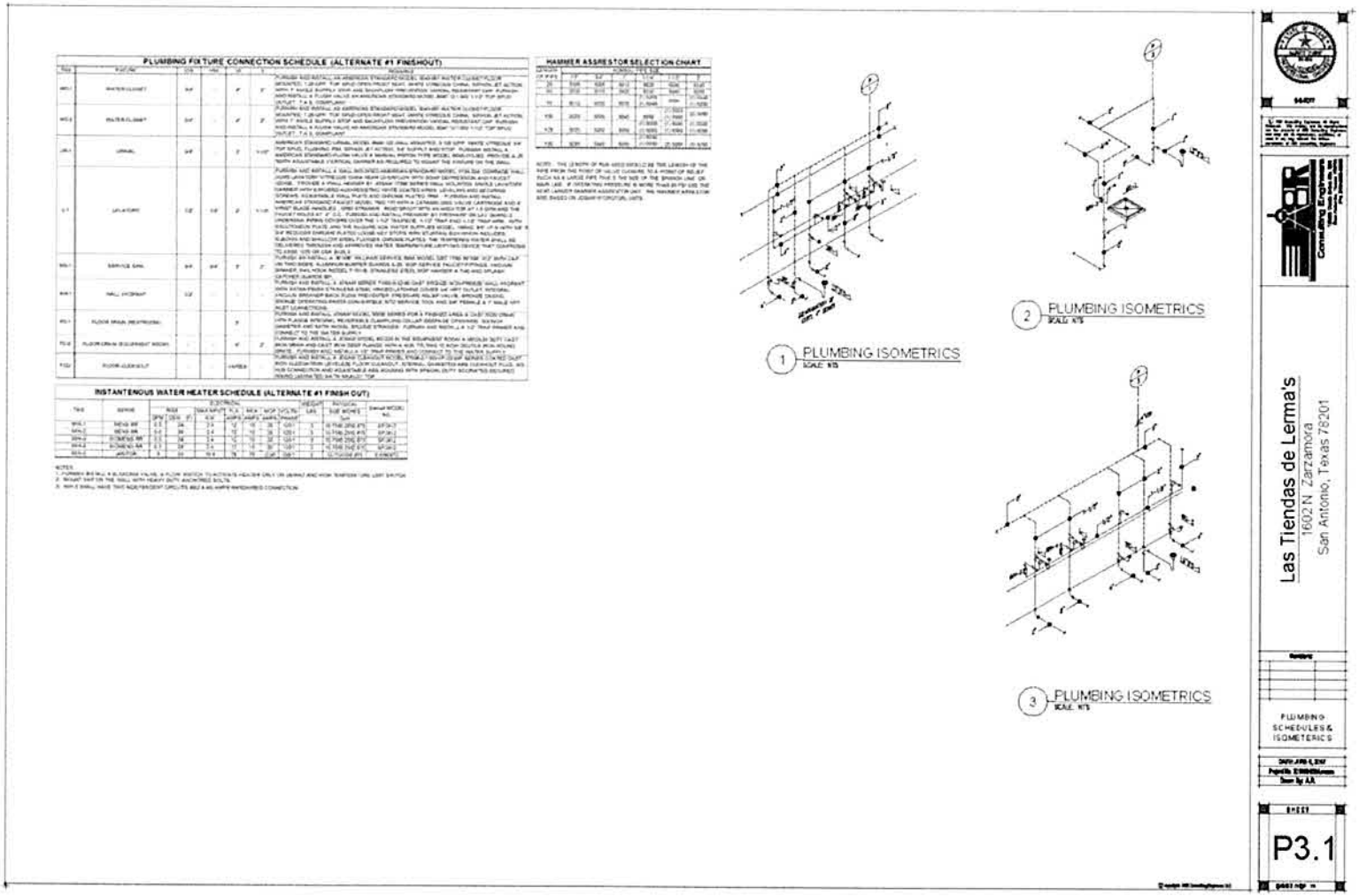

PLUMBING FLOOR PLAN BASE BID SHELL IMPROVEMENTS
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
PLUMBING FLOOR PLAN BASE BID
P1.2

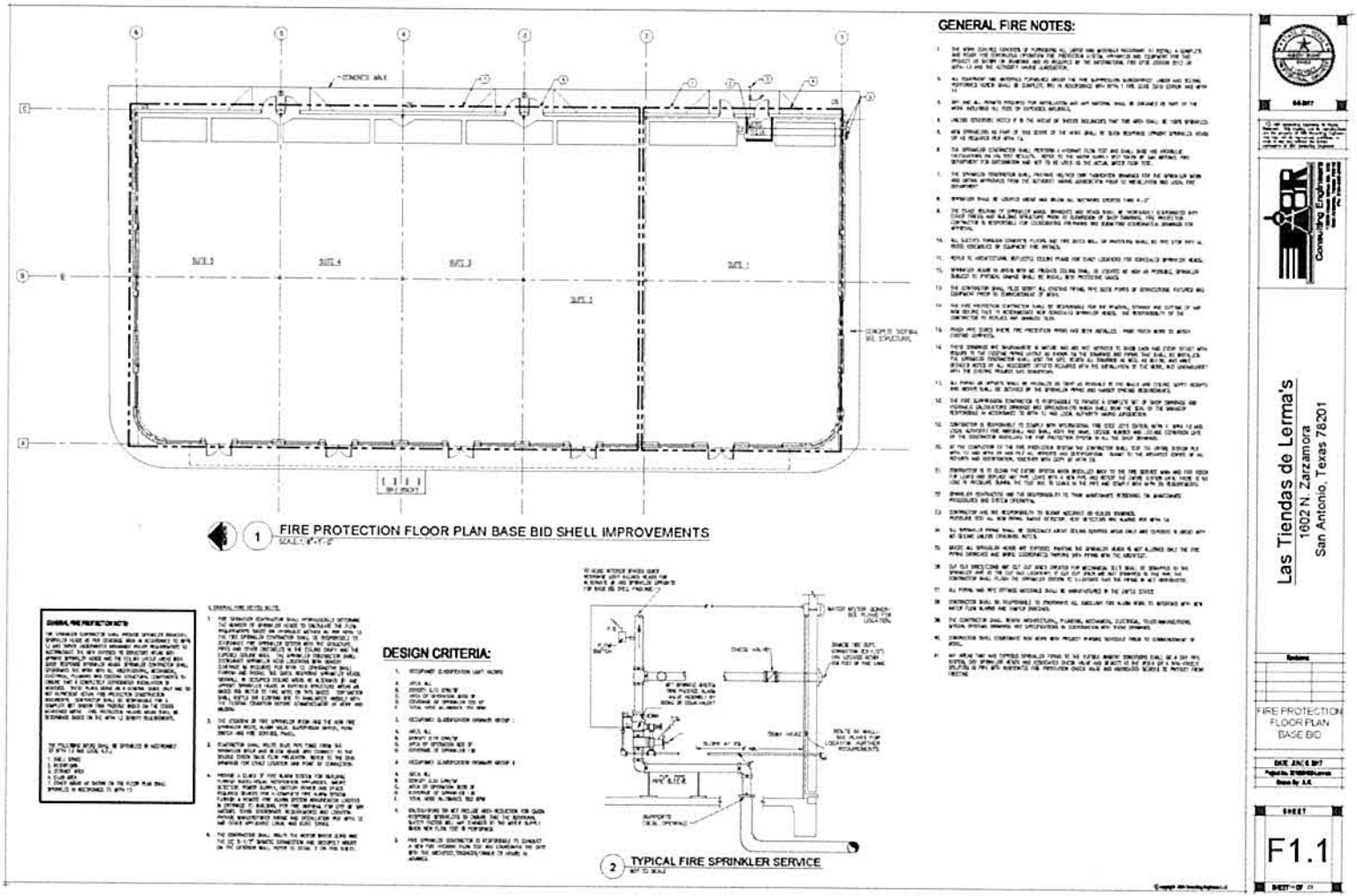

PLUMBING KEYED NOTES
1 PLUMBING UNDERFLOOR PLAN ALTERNATE #1 FINISH - OUT
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
PLUMBING UNDERFLOOR PLAN ALTERNATE #1
P1.3

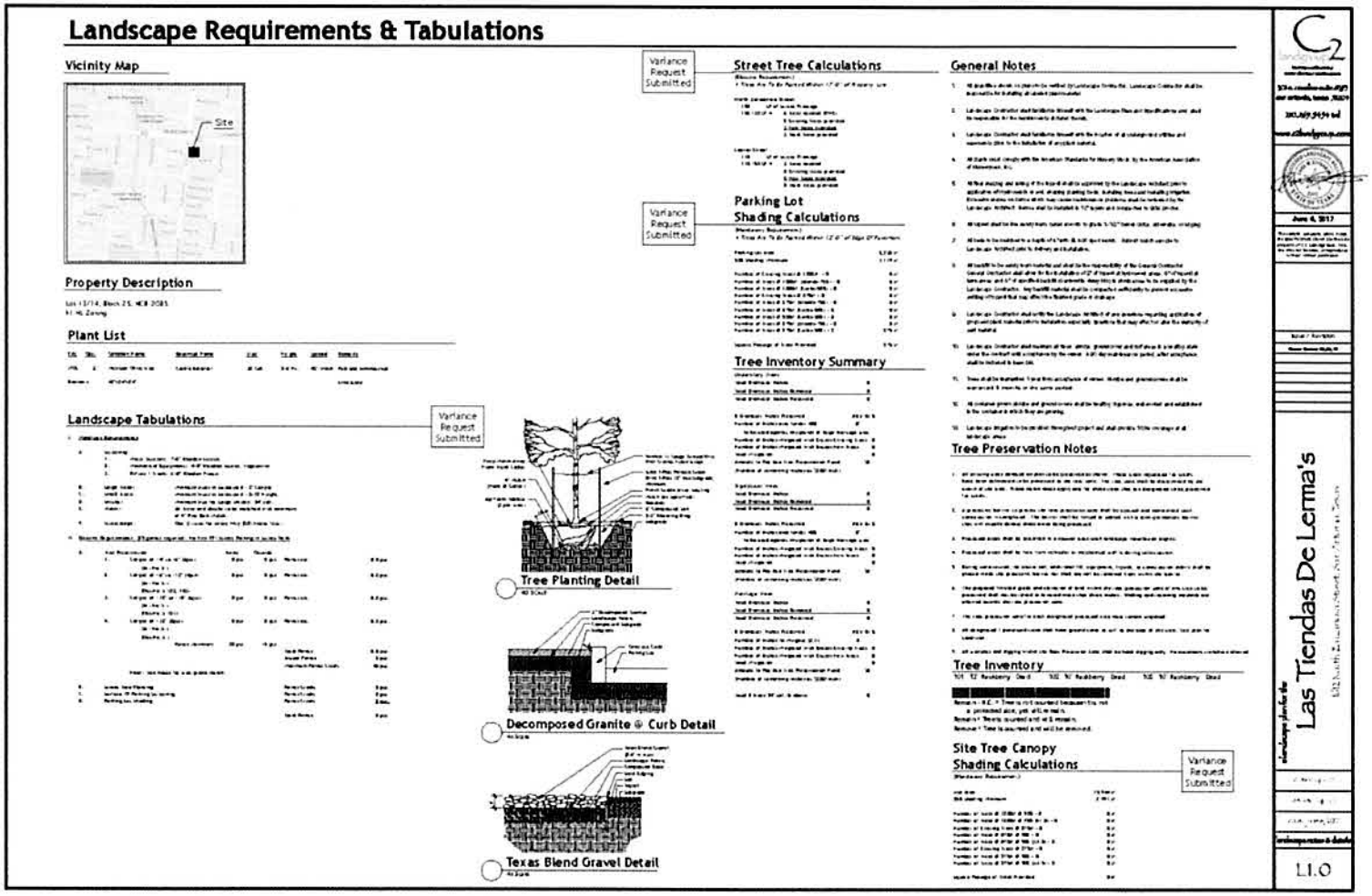

1 PLUMBING FLOOR PLAN ALTERNATE #1 FINISH - OUT
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
PLUMBING FLOOR PLAN ALTERNATE #1
P1.4

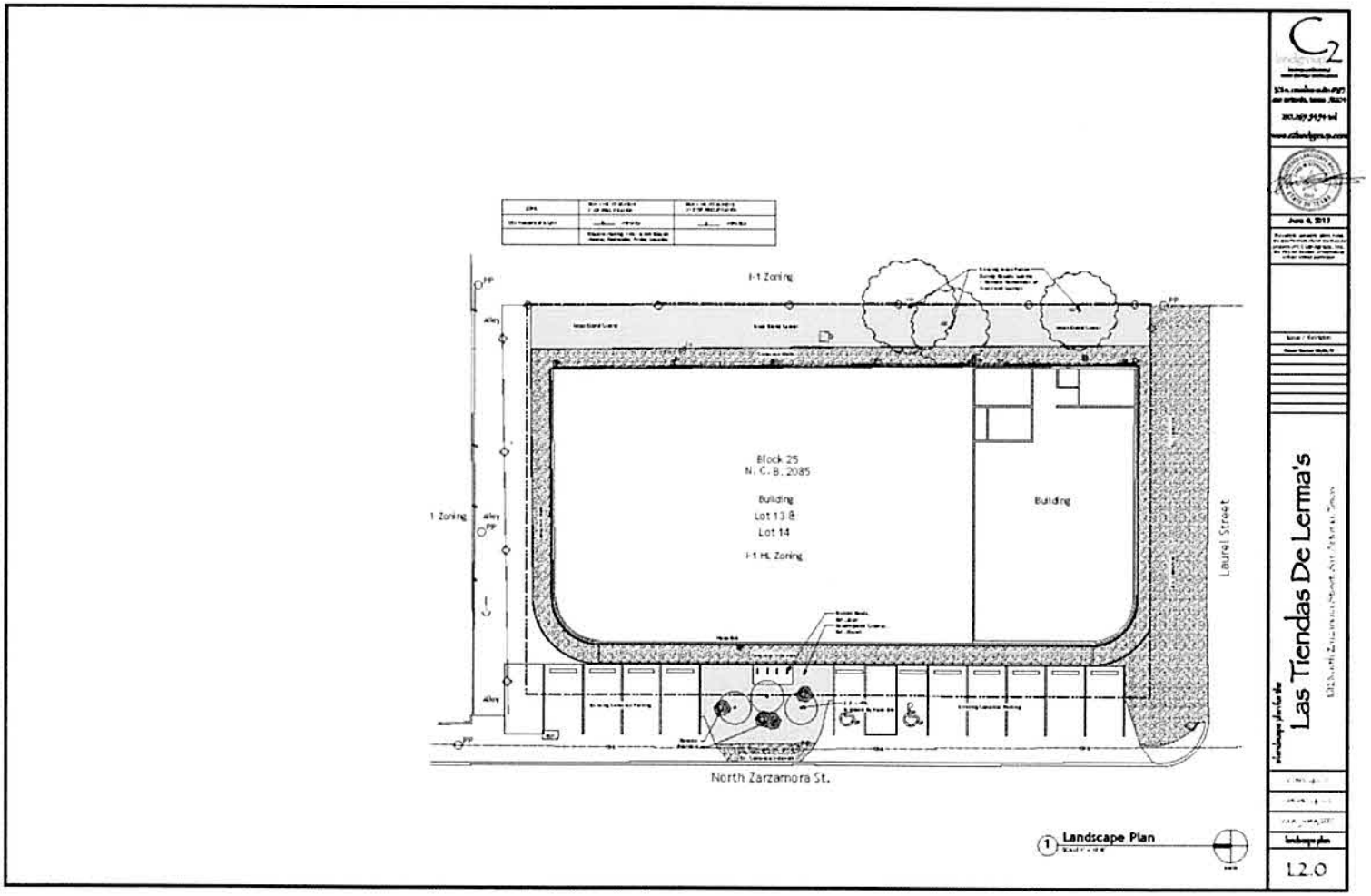

1 COLD WATER PIPE ENTRY DETAIL
NOT TO SCALE
2 PVC SUPPORT DETAIL
NOT TO SCALE
3 CROSS LINKED POLYETHYLENE (PEX) THRU FLOOR SLAB DETAIL
NOT TO SCALE
4 VENT THRU ROOF DETAIL
NOT TO SCALE
5 UTILITY SERVICES TRENCH COORDINATION DETAIL
NOT TO SCALE
6 PIPE HANGER DETAIL
NOT TO SCALE
7 TYPICAL WATER HAMMER PANEL INSTALLATION
NOT TO SCALE
8 FLOOR DRAIN DETAIL
NOT TO SCALE
Las Tiendas de Lerma's
1602 N. Zaramora
San Antonio, Texas 78201
PLUMBING DETAILS
P2.1

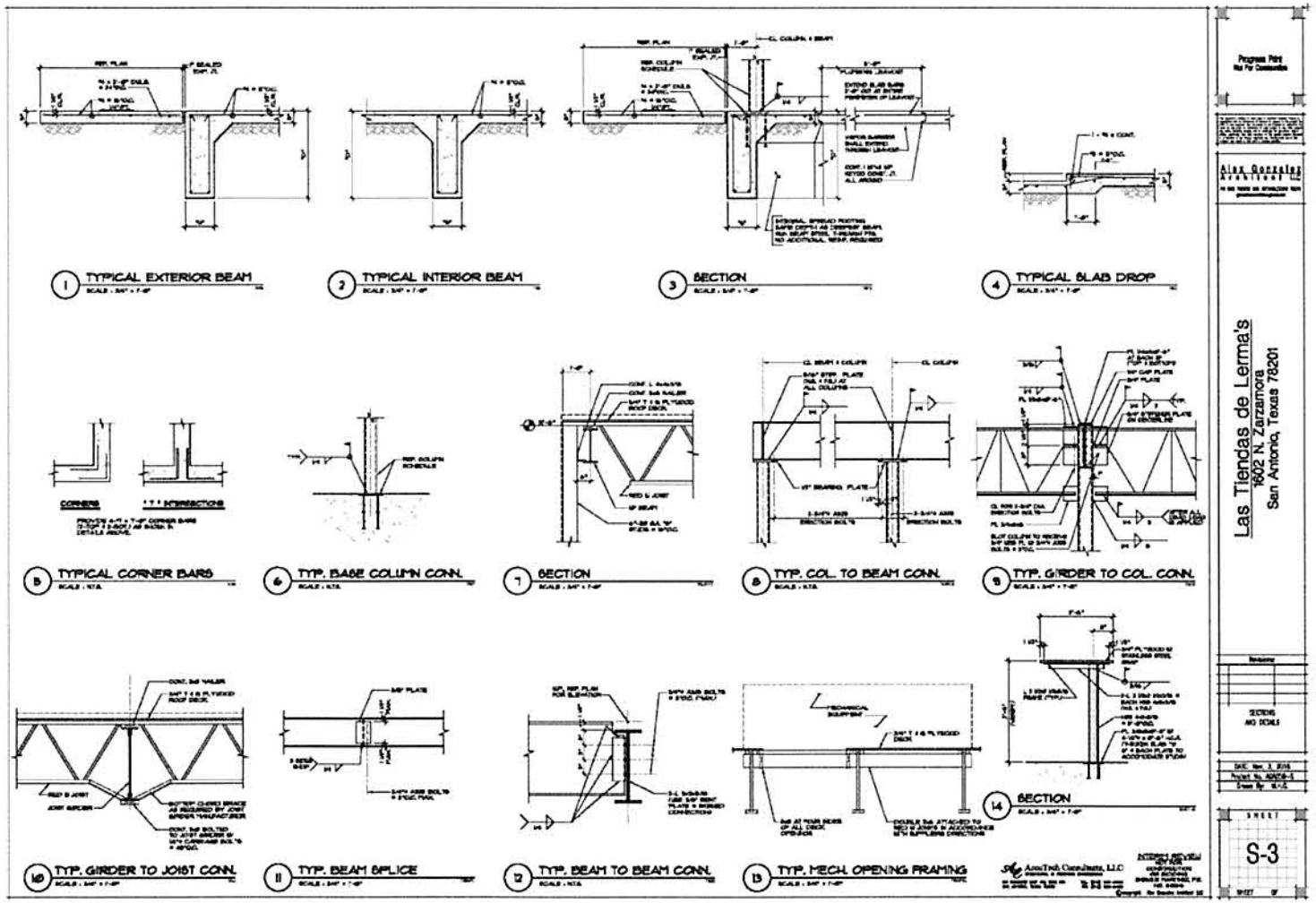

1 WALL CLEANOUT DETAIL
NOT TO SCALE
2 ROOFTOP CONDENSATE RECEPTOR DETAIL
NOT TO SCALE
3 YARD CLEANOUT
NOT TO SCALE
4 TYPICAL DETAIL - TRAP PRIMER
SCALE: N.T.S.
5 FLOOR DRAIN CLEANOUT
SCALE: N.T.S.
6 WATER HAMMER ARRESTOR DETAIL
NOT TO SCALE
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
PLUMBING DETAILS
P2.2


PLUMBING FIXTURE CONNECTION SCHEDULE (ALTERNATE #1 FINISHOUT)
HAMMER ASSRESTOR SELECTION CHART
INSTANTENOUS WATER HEATER SCHEDULE (ALTERNATE #1 FINISH OUT)
1 PLUMBING ISOMETRICS
SCALE: N/S
2 PLUMBING ISOMETRICS
SCALE: N/S
3 PLUMBING ISOMETRICS
SCALE: N/S
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
PLUMBING SCHEDULES & ISOMETERICS
P3.1


GENERAL FIRE NOTES:
1 FIRE PROTECTION FLOOR PLAN BASE BID SHELL IMPROVEMENTS
DESIGN CRITERIA:
2 TYPICAL FIRE SPRINKLER SERVICE
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
FIRE PROTECTION FLOOR PLAN BASE BID
F1.1


Landscape Requirements & Tabulations
Vicinity Map
Site
Property Description
Plant List
Landscape Tabulations
Variance Request Submitted
Tree Planting Detail
Decomposed Granite @ Curb Detail
Texas Blend Gravel Detail
Variance Request Submitted
Street Tree Calculations
Variance Request Submitted
Parking Lot Shading Calculations
Tree Inventory Summary
General Notes
Tree Preservation Notes
Tree Inventory
Site Tree Canopy Shading Calculations
Variance Request Submitted
Las Tiendas De Lerma's
L1.0


I-1 Zoning
Block 25
N. C. B. 2085
Building
Lot 13 &
Lot 14
I-1 HL Zoning
Building
Laurel Street
I Zoning
North Zarzamora St.
1 Landscape Plan
Las Tiendas De Lemma's
L2.0


1 TYPICAL EXTERIOR BEAM
2 TYPICAL INTERIOR BEAM
3 SECTION
4 TYPICAL SLAB DROP
5 TYPICAL CORNER BARS
6 TYP. BASE COLUMN CONN.
7 SECTION
8 TYP. COL. TO BEAM CONN.
9 TYP. GIRDER TO COL. CONN.
10 TYP. GIRDER TO JOIST CONN.
11 TYP. BEAM SPLICE
12 TYP. BEAM TO BEAM CONN.
13 TYP. MECH. OPENING FRAMING
14 SECTION
Las Tiendas de Lerma's
1602 N. Zarzamora
San Antonio, Texas 78201
S-3

GOALS, OBJECTIVES AND PERFORMANCE INDICATORS

Company Name: Esperanza Peace and Justice Center

Project Name: Esperanza Peace and Justice Center Ventilation

Period:

GOALS	ACTIVITIES	OUTCOMES
1. Provide a safe and secure facility for students, and audiences who attend community, educational and cultural programming	1.1. To contract repair and maintenance professionals to create an environment that includes prevention and mitigation designs by upgrading HVAC, Plumbing and electrical at the Esperanza and Lerma's Buildings.	1.1.1. By September 30, 2026, Esperanza Peace and Justice Center will have created a higher level of air quality by improving the ventilation and air filtration at the Esperanza and Lerma's Buildings..
2. Increase access to public arts and culture in Bexar County	2.1. To present a series of community-based arts and cultural programs.	2.1.1. By September 30, 2026, Esperanza Peace and Justice Center will have provided at least 12 arts and cultural programs for the community at the Esperanza Main Building. 2.1.2. By September 30, 2026, Esperanza Peace and Justice Center will have served at least 10,000 individuals through arts and cultural programs at the Esperanza Main Building. 2.1.3. By September 30, 2026, Esperanza will work with Conjunto Heritage Taller to provide free accordion and Bajo Sexto Classes at the Lerma's Building providing students to perform publicly. 2.1.4. By September 30, 2026, Esperanza will host Conjunto in the Community, educating and exposing the general public to Conjunto music through public performances.

3. Establish a Bibliotech branch in the Westside to bridge the digital divide, enabling community members to utilize computers and other digital devices for educational and professional purposes, while also providing access to books for leisure reading.	3.1. Work with Bexar County to establish the Lerma's Bibliotech Branch.	3.1.1. By September 30, 2026, Esperanza will have restored the Lerma's building to house the westside Bibliotech Branch.

Exhibit "B"
Budget

PROGRAM FUNDING SOURCES

FUNDING SOURCE REVENUE	
Local Government Grants	1,078,078.00
Donations	328,675.07
Foundations	250,000.00
TOTAL:	**1,656,753.07**
BUDGET EXPENSES	
Construction Costs	1,656,753.07
TOTAL:	**1,656,753.07**

PROGRAM BUDGET SUMMARY

Expense Category	Bexar County Funds	%	Other Funds	%	Total
Construction Costs	88,078.00	5%	1,568,675.07	95%	1,656,753.07
Total	**$88,078.00**		**$1,568,675.07**		**$1,656,753.07**

EXPENSE CATEGORY JUSTIFICATION

Expense Category	Bexar County maximum reimbursement	Explanation of Costs
Lerma's Building Construction Costs – Professional Fees/Contract Labor/Materials	60,200.10	• HVAC & Sprinklers: $4,430.00 • Sidewalks & Concrete Pads: $10,218.06 • Landscape & Exterior Features: $8,967.84 • Doors Frames, Doors, & Openers: $13,998.65 • Roof & Beams: $3,466.98 • Interior Walls, Tile, Fixtures, & Finishings:$17,118.03 • Signage: $2,000.00
Esperanza Building Construction Costs – Professional Fees/Contract Labor/Materials	27,877.90	• HVAC: $10,000 • Electrical: $5,000 • Roof Repair: $12,877.90
TOTAL	**$88,078.00**	

Exhibit "C"
INVOICE

COMPANY NAME: Esperanza Peace and Justice Center

PROJECT NAME: Esperanza Peace and Justice Center Ventilation

PERIOD COVERED: _____ INVOICE NO: _____

Line-Item	Budget	TOTAL Cost to Date	Less Payment Received	$ MONTHLY Amount Due
Construction Costs – Professional Fees/Contract Labor/Materials	88,078.00			
Total Budget:	**$88,078.00**			
			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
Esperanza Peace and Justice Center

Project Activity Performance	GOAL	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	TOTAL
Improve the ventilation and air filtration at its facilities.	2													
Provide arts and cultural programs for the community at the Esperanza Main Bldg.	12													
Serve individuals through arts and cultural programs at the Esperanza Main Bldg.	10,000													
Conjunto Heritage Taller will provide free accordion and Bajo Sexto Classes	20													
Host Conjunto in the Community	20													
Restored the Lerma's building to house the westside Bibliotech Branch.	1													

Exhibit "E"
ARPA SLFRF Requirements

Notice: The Agreement to which this exhibit is attached expends federal assistance provided to Bexar County by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

Company shall comply with the requirements of the funding source, which includes but is not limited to ARPA as applicable to projects funded under the Revenue Loss/Revenue Replacement category. Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:

- Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;
- Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;
- Treasury's Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;
- Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule 31 CFR Part 35 dated May 17, 2021;
- Coronavirus State and Local Fiscal Recovery Funds Final Rule 31 CFR Part 35 effective April 1, 2022;
- Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version (see FAQ 13.15 for additional information on revenue loss applicability); and
- 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the SLFRF program and subject to such exceptions as may be otherwise provided by the Treasury.

The following terms and conditions apply to Company, according to the County's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Cost Principles**. COMPANY will comply with all applicable cost principles as detailed in 2 C.F.R. subpart E that specify that all reimbursed costs are allowable and reasonable to the Project. COMPANY, by executing this Exhibit, hereby agrees and acknowledges that COMPANY will reimburse COUNTY in a sum equivalent to the amount of any disallowed expenditures in the event that COUNTY, through audit exception or other action, determines that COMPANY's expenditure of funds, performance of work or submittal of documentation of work performed under this Agreement, including but not limited to work performed by any subcontractor under the Agreement, was not performed in compliance with the Agreement, including this Exhibit or other applicable law. Further, COUNTY reserves the right to set-off any reimbursement obligations owed to COUNTY by COMPANY under this provision against any request for payment under the Agreement. This reimbursement obligation will terminate upon the expiration of five (5) years after the expiration or termination of the Agreement.

2. **System for Award Management/ Suspension and Debarment.** 2 CFR Part 200 Appendix

II (H).

Company attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Company is required to verify that none of Company's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
(B) The Company must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(C) This certification is a material representation of fact relied upon by Bexar County. If it is later determined that the Company did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to Bexar County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(D) The Company agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Company further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company must sign the certification on Attachment A of this addendum

4. **Retention of Records**. Company must keep records of services and accounts under this Agreement and these records must be kept on a general recognized accounting basis for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records must be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention periods for all records begin upon termination or expiration of the contract.

5. **Access to Records.** 2 CFR 200.337.
(A) Company agrees to provide Bexar County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Company which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
(B) Company agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. **Reporting**. Company will provide information for reporting purposes as described in the Compliance and Reporting Guidance available on the Treasury's website at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

7. **Clean Air Act & Federal Water Pollution Control Act.** (Applies to purchases of more than $150,000.) 2 CFR Part 200 Appendix II (G).
(A) Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(B) Company agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(C) Company agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to Bexar County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
(D) Company agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

8. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

9. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Company is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

10. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Company is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

(e) Will submit to Bexar County information about each proceeding that occurs subsequent to this application/proposal and during the term of any agreement resulting from this RFP or during the recordkeeping period for any such agreement that:
   (1) Is in connection with this award;
   (2) Reached its final disposition during the most recent five year period; and
   (3) Is one of the following:
      i. A criminal proceeding that resulted in a conviction, as defined below;
      ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
      iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damage in excess of $100,000; or
      iv. Any other criminal, civil, or administrative proceeding if:
         1. It could have led to an outcome described in this section (e) paragraph (3) items (i) – (iii) of this award term and condition;

2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(4) For purposes of section (e) of this certification the following definitions apply:

i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned is unable to certify to any of the statements in this certification, undersigned shall attach an explanation of why it cannot provide said certification.

The undersigned further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

_____

[Signature]

Printed Name: _____
Title: _____
Date: _____"

This certification is a material representation of fact upon which reliance is placed when Bexar County awards the contract. If it is later determined that undersigned knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, Bexar County may terminate this agreement for cause or default.

COMPANY: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "F"

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. 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

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.

♠♠

Item – 48
May 2, 2023
Office of the County Manager

The Court hereby ordered and approved a motion approving in accordance with Chapter 381 of the Local Government Code, Section 381.004(b)(7), approval of the establishment of community development programs to stimulate business and commercial activity in the County through the encouragement, promotion, improvement, and application of the arts and authorize the following non-profit organizations to administer these programs funded by the County in the dollar amounts below, subject to the submission and receipt of a fully signed agreement and supporting documentation to the County Manager's office, who will have approval authority and which will be reviewed by the District Attorney's Office and the Bexar County Auditor prior to acceptance and the appropriate budgetary transfer in the amount of $3,805,718. (Record)

a. Tobin Center for the Performing Arts, $300,000
b. Witte Museum, $300,000
c. San Antonio Museum of Art, $300,000
d. The McNay Museum, $300,000
e. The DoSeum, $300,000
f. The Briscoe Western Art Museum, $300,000
g. Magic Theatre, $161,449
h. National Association of Latino Arts and Culture (NALAC), $150,218
i. San Antonio Little Theatre (Public Theatre of SA), $127,365
j. Ballet San Antonio, $120,310
k. Artpace, $118,914
l. Guadalupe Cultural Arts, $110,745
m. Youth Orchestras of San Antonio, $110,102
n. Opera San Antonio, $105,460
o. SAY SI, $99,724
p. Esperanza Peace and Justice Center, $88,078
q. Musical Bridges Around the World, $82,055
r. American Indians of Texas, $79,664
s. Woodlawn Theatre, $74,921
t. Blue Star Contemporary, $72,195
u. Las Casas Foundation, $65,842
v. Gemini Ink, $46,469
w. Bihl Haus Arts, $42,803
x. Centro Cultural Aztlan, $40,511
y. Urban-15, $40,275
z. San Antonio Book Festival, $40,227
aa. Luminaria, $35,951
bb. The Classic Theatre of San Antonio, $31,949
cc. Carver Community Cultural Center, $28,074
dd. Cactus Pear Music Festival, $24,801

ee. San Antonio Met Ballet, $15,768
ff. Jump Start Performance Co., $14,626
gg. The San Antonio Art League, $14,217
hh. San Antonio Chamber Choir, $13,301
ii. Conjunto Heritage Taller, $12,918
jj. Network for Young Artists, $11,303
kk. San Antonio African American Community Archive Museum, $10,311
ll. San Antonio Choral Society, $8,265
mm. Dreams Fulfilled Through Music, $6,907

A motion was presented by County Commissioner Justin Rodriguez, duly seconded by County Commissioner Rebeca Clay-Flores, which motion was voted on as follows: Commissioners Clay-Flores, Rodriguez, Moody, Calvert, and Judge Sakai voting "Aye".

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Item Number: 48
(for Comm Ct use only)

AGENDA COORDINATION FORM
Bexar County Commissioners Court

Type of Agenda Item (Choose one): Ceremonial ☐ Special Presentation ☐ Time Certain ☐ Consent ☒ Individual ☐

Sponsoring Office/Department: Office of the County Manager Recipient Agency / Individual Name:

Contact Person: Monica Martinez Phone Number: 210 - 335 - 7060 Court Date Requested: May 2, 2023

Presenter: Melissa Shannon Phone Number: 210 - 335 - 3295 Deadline for Action: May 2, 2023

Audio / Visual Presentation: Y ☐ N ☒ PowerPoint? Y ☐ N ☒ ADA Assistance Required (type): N/A

Official/Department Head Signature: Melissa Shannon

Small, Minority, Women-owned Business Enterprise (SMWBE): Impact: Y ☐ N ☒

VOL 1321 PG 997

CAPTION:

In accordance with Chapter 381 of the Local Government Code, Section 381.004(b)(7), approval of the establishment of community development programs to stimulate business and commercial activity in the County through the encouragement, promotion, improvement, and application of the arts and authorize the following non-profit organizations to administer these programs funded by the County in the dollar amounts below, subject to the submission and receipt of a fully signed agreement and supporting documentation to the County Manager's office, who will have approval authority and which will be reviewed by the District Attorney's Office and the Bexar County Auditor prior to acceptance and the appropriate budgetary transfer of $3,805,718.

a. Tobin Center for the Performing Arts, $300,000
b. Witte Museum, $300,000
c. San Antonio Museum of Art, $300,000
d. The McNay Museum, $300,000
e. The DoSeum, $300,000
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m. Youth Orchestras of San Antonio,$110,102
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q. Musical Bridges Around the World, $82,055
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Item Number: _____
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ll. San Antonio Choral Society, $8,265
mm. Dreams Fulfilled Through Music, $6,907

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ESTIMATED PRESENTATION TIME: Consent

BACKGROUND:
Under the laws of the State of Texas, Counties are allowed to establish a program which stimulates business and commercial activity in a county for state or local economic development; to stimulate, encourage, and develop business location and commercial activity in the county; to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses; or for the encouragement, promotion, improvement, and application of the arts. The Commissioners Court may also contract with another entity for the administration of the program.

On November 29, 2022, Commissioners Court approved the list of arts agencies to be awarded funding for a five-year period beginning October 1, 2021, and ending September 30, 2026, through ARPA Revenue Loss.

All Agreements include a detailed budget and acknowledgment accepting the terms and conditions of the agreement.

RECOMMENDED MOTION:
Approval of the establishment of community development programs to stimulate business and commercial activity in the County through the encouragement, promotion, improvement, and application of the arts and authorize the following non-profit organizations to administer these programs funded by the County in the dollar amounts below, subject to the submission and receipt of a fully signed agreement and supporting documentation to the County Manager's office, who will have approval authority and which will be reviewed by the District Attorney's Office and the Bexar County Auditor prior to the acceptance and the appropriate budgetary transfer of $3,805,718.

Item Number: _____
(for Comm Ct use only)

FISCAL ASSESSMENT: APPLICABLE Yes ☒ No ☐ Fiscal Note ☐

1	Is this a revenue or expense?	Revenue ☐	Expense ☒
2	Dollar amount of revenue or expense associated with item?	$3,805,718	
3	Is this a budgeted revenue or expense?	Yes ☐	No ☒
4	Does this item require additional staff?	Yes ☐	No ☒
5	Will this increase your current budget?	Yes ☒	No ☐
6	Impact on future Budget? If Yes, Explain in Comments.	Yes ☒	No ☐
7	Current End-of-Year Expenditure Estimate-for impacted Object Code(s)?	$74,898,253	
8	If an expense, what is the current Object Code budget amount?	$74,898,253	
9	If an expense, are sufficient funds currently budgeted in the Object Code?	Yes ☒	No ☐
10	If an expense, are sufficient funds currently budgeted in the Appropriation?	Yes ☒	No ☐
11	List impacted offices or departments or note if countywide:	Office of the County Manager	
12	Fund:	817: ARPA Fund	
13	Org Number and Agency Code:	9999: Non-Departmental	
14	Object Code Number:	AR2108999901: Revenue Replacement	
15	If this is a grant, what is the estimated amount of program income?	N/A	
16	If this is a grant, what is the amount of Grantor funding?	N/A	
17	If this is a grant, what is the required County cash match?	N/A	
18	If this is a grant, what is the required County in-kind/allocation match?	N/A	
19	If this is a grant, was item approved by the Grant Review Committee?	Yes ☐	No ☐
20	Comments: This agenda item seeks the establishment of community development programs and authorizes the non-profit organizations to administer these programs in specific dollar amounts funded by the County. This item is an earmarked project within the American Rescue Plan Act Fund. Sufficient funding does not exist within the activity, and an appropriate budget transfer in the amount of $3,805,718 will be processed from the ARPA Unallocated Funds activity to the ARPA Revenue Replacement activity upon approval of this item.		
21	Coordinated By: Monica Martinez	Verified By:	Dylan Latimer 4/25/2023

VOL 32 PAGE 999

Bexar County
REQUEST FOR BUDGET TRANSFER

VOL 13227PG0001

Initiating Department: ARPA Office **Request Number: BA 23-61**

This budget transfer will reallocate funds within the American Rescue Plan Act (ARPA) fund to establish community development programs and authorize 39 separate non-profit organizations to administer these programs in specific dollar amounts funded by the County. This program is an earmarked project within the ARPA fund. Funding will be transferred from the ARPA Unallocated Funds activity to the ARPA Revenue Replacement activity.

The Budget Department recommends approval of this transfer.

FROM		**817**	**ARPA Fund**	
Office/Department	**Activity**	**Revised Budget**	**Description**	**Transfer Amount**
ARPA Office	AR2118999901	$39,689,952	ARPA Unallocated Funds	$3,805,718
			TOTAL:	**$3,805,718**
TO		**817**	**ARPA Fund**	
Office/Department	**Activity**	**Revised Budget**	**Description**	**Transfer Amount**
ARPA Office	AR2108999901	$78,703,971	ARPA Revenue Replacement	$3,805,718
			TOTAL:	**$3,805,718**

COMPLETED BY: Dylan Latimer, Budget Analyst

MANAGEMENT'S SIGNATURE:

COMMISSIONERS COURT DATE: May 2, 2023