STATE OF TEXAS  
BEXAR COUNTY  

CHAPTER 381  
GRANT AGREEMENT

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

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

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

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

WHEREAS, pursuant to Section 381.004(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 five years beginning October 1, 2021 and ending September 30, 2026.

Grant Amount: The total payments under this Agreement shall not exceed THIRTY-FIVE THOUSAND, NINE HUNDRED FIFTY-ONE DOLLARS AND NO CENTS ($35,951.00). 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: Luminaria

By: [Signature]

Name: Yadhira Lozano
Title: Executive Director
Address: PO Box 120188
      San Antonio, TX 78212

Date: June 2, 2023

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

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

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

A. COMPANY NAME: Luminaria

B. PROJECT NAME: Luminaria Contemporary Arts Festival

C. STATEMENT OF PROJECT RESPONSIBILITY:
   i. Policy: Luminaria is a dynamic nonprofit arts organization dedicated to producing and promoting the arts to the city of San Antonio by managing the annual iconic Contemporary Arts Festival, the Luminaria Artist Foundation grants program, and culturally driven creative place-making.

   ii. Administration/Staff:
      - Yadhira Lozano, Executive Director
      - Adrian De La Cruz, Fine Art Curator
      - To be filled, Program Coordinator

D. PROJECT DESCRIPTION: Luminaria began as a city-led nonprofit initiative in 2008 by then Mayor Phil Hardberger and the Department of Arts and Culture to highlight the arts in a nighttime festival. Drawing inspiration from Paris’s Nuit Blanche and Madrid’s Noche en Blanco, they invited all the arts organizations and artists of San Antonio to create a communal celebration.

   For the next several years, community advocates and arts professionals served on volunteer committees to showcase the arts in various formats and locations, most notably downtown in front of the Alamo, along Houston Street, and into unused city parks. The night festival drew thousands into downtown and inspired all with the multimedia works, creative performances, and fanciful lighting.

   Luminaria is best known for its free Contemporary Arts Festival which draws thousands of people to the San Antonio downtown area with between 20,000-30,000 people attending each year.

   Over 250 individual artists participated on November 19, 2022, featuring fine art, film, poetry, sculptures, dance, digital art, and live music. Artists from the San Antonio area comprised the majority of Featured Artists.

E. SERVICE AVAILABILITY: The 2022 festival was held on November 19 on the city streets of San Antonio from the Tobin to Travis Park footprint.

F. TARGET POPULATION: All Residents of Bexar County

G. ELIGIBILITY CRITERIA: The Series was available to all residents and visitors of Bexar County with no eligibility criteria for the general public or the Corridor artists and businesses to participate.

H. FEES: There are no fees to attend or participate in the festival.
# GOALS, OBJECTIVES AND PERFORMANCE INDICATORS

**Company Name:** Luminaria  
**Project Name:** Luminaria Contemporary Arts Festival  
**Period:** October 1, 2021 – September 2026

<table>
<thead>
<tr>
<th>GOALS</th>
<th>ACTIVITIES</th>
<th>OUTCOMES</th>
</tr>
</thead>
</table>
| 1. Promote San Antonio/Bexar County as a global arts destination by highlighting the arts and artists, the city’s creative economy, as well as the rich artistic culture that makes San Antonio/Bexar County unique. | 1.1. Host the 2022 Luminaria Contemporary Arts Festival on city streets from the Tobin to Travis Park footprint.  
1.2. Broadcast Luminaria imagery and videos worldwide.  
1.3. Coordinate with anchor arts institutions, cultural and heritage organizations, and other community partners to propel the arts in the community.  
2.1. Compensate featured artists fair and equitable earning for presentation of their new or existing work. | 1.1.1. Host the 2022 Contemporary Arts Festival.  
1.1.2. The 2023 Contemporary Arts Festival will be attended by 20,000.  
1.2.1. Increased profile for the City/County with increased tourism business.  
1.2.2. Press coverage of our national and international artists in their hometowns and countries.  
1.3.1. Increase corporate and individual donors by 10%.  
2.1.1. A minimum of 30 featured artists/groups participated in the 2022 Luminaria.  
2.1.2. A total of 250 individual artist participated in the 2022 Luminaria. |
| 2. Support local artists so they can continue to thrive in San Antonio/Bexar County. | | |

*CAUSA 381 Agreement - Luminaria*
Exhibit “B”
Budget
## Program Funding Sources

### Funding Source Revenue

<table>
<thead>
<tr>
<th>Source</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Revenue/Service Fee</td>
<td>1,300.00</td>
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<tr>
<td>Federal Grants</td>
<td>160,000.00</td>
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<tr>
<td>State Grants</td>
<td>-</td>
</tr>
<tr>
<td>Local Government Grants</td>
<td>147,758.00</td>
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<tr>
<td>Donations</td>
<td>16,000.00</td>
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<tr>
<td>Foundations</td>
<td>12,500.00</td>
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<tr>
<td>In-Kind Revenue</td>
<td>5,500.00</td>
</tr>
<tr>
<td>Special Events</td>
<td>-</td>
</tr>
<tr>
<td>Other Income</td>
<td>101,009.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>444,067.00</strong></td>
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### Budget Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Expense</th>
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<tr>
<td>Salaries</td>
<td>135,543.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>3,016.00</td>
</tr>
<tr>
<td>Training/Conferences</td>
<td>3,000.00</td>
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<tr>
<td>Travel/Mileage</td>
<td>7,000.00</td>
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<tr>
<td>Communication - Telephone/Cell Phone/Internet</td>
<td>2,400.00</td>
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<td>Printing/Copies</td>
<td>6,000.00</td>
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<td>Postage</td>
<td>300.00</td>
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<td>Facility Rental</td>
<td>10,800.00</td>
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<td>Insurance - Certificate of Liability/ Building Insurance/ Auto Insurance</td>
<td>5,833.00</td>
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<tr>
<td>Supplies - Office / Administrative</td>
<td>4,288.00</td>
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<tr>
<td>Utilities - Water/Gas/Electric</td>
<td>1,600.00</td>
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<tr>
<td>Advertising</td>
<td>5,150.00</td>
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<tr>
<td>Professional Fees/ Contract Labor - Instructor Fees (i.e. nonsalaried)</td>
<td>256,137.00</td>
</tr>
<tr>
<td>Program Materials/Supplies/Incentives</td>
<td>3,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>444,067.00</strong></td>
</tr>
</tbody>
</table>
## PROGRAM BUDGET SUMMARY

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Bexar County Funds</th>
<th>%</th>
<th>Other Funds</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Fees/ Contract Labor - Instructor Fees (i.e. non-salaried)</td>
<td>35,951.00</td>
<td>14%</td>
<td>220,186.00</td>
<td>86%</td>
<td>256,137.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 35,951.00</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
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</table>

## EXPENSE CATEGORY JUSTIFICATION

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Bexar County</th>
<th>Explanation of Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Fees/ Contract Labor - Instructor Fees (i.e. non-salaried)</td>
<td>35,951.00</td>
<td>Audio visual</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 35,951.00</strong></td>
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</table>
INVOICE

COMPANY NAME: Luminaria

PROJECT NAME: Luminaria Contemporary Arts Festival

PERIOD COVERED: October 1, 2021 – September 2026

<table>
<thead>
<tr>
<th>Line-Item</th>
<th>Budget</th>
<th>TOTAL Cost to Date</th>
<th>Less Payment Received</th>
<th>$ MONTHLY Amount Due</th>
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</thead>
<tbody>
<tr>
<td>Professional Fees/ Contract Labor - Instructor Fees (i.e. non-salaried)</td>
<td>35,951.00</td>
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</table>

Total Budget: $ 35,951.00

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: June 2, 2023

COUNTY USE ONLY

Reviewed by County ___________________________ Date: ___________________________

Approved by County ___________________________ Date: ___________________________
Exhibit “D”
Performance Report
## Monthly Performance Report
Luminaria

Reporting Period: ____________

<table>
<thead>
<tr>
<th>Project Activity Performance</th>
<th>GOAL</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Host the 2022 Contemporary Arts Festival.</td>
<td>1 Event</td>
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<tr>
<td>The 2022 Contemporary Arts Festival Attendance</td>
<td>20,000</td>
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<tr>
<td>Increase corporate and individual sponsorship/donations by 10%</td>
<td>Corporate</td>
<td></td>
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<tr>
<td></td>
<td>Individuals</td>
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</tr>
<tr>
<td>Featured artists/groups participating in the 2022 Luminaria</td>
<td>30</td>
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<tr>
<td>Individual artists participating in the 2022 Luminaria</td>
<td>250</td>
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</tbody>
</table>
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) per occurrence and TWO MILLION DOLLARS ($2,000,000.00) aggregate coverage. 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. Employer’s liability insurance with limits of liability not less than: (A waiver of subrogation in favor of COUNTY is required.)

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

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

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

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

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

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

CAUSA 381 Agreement - Luminaria
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.