JRP
06/18/2015
Item No. 67A

AN ORDINANCE 2015-06-18-0591

APPROVING A PUBLIC USE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, THE BOARD OF DIRECTORS FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN, CITY OF SAN ANTONIO, TEXAS AND GEMINI INK TO FUND A LITERACY PROGRAM WITHIN THE BOUNDARIES OF THE INNER CITY TIRZ.

* * * * *

WHEREAS, Tax Increment Reinvestment Zone Number Eleven (the "Inner City TIRZ") was designated by City Council on December 14, 2000, through Ordinance 93101 and amended boundaries and extended term on December 5, 2013, through Ordinance 2013-12-05-0871 by City Council to support development, redevelopment, revitalization and public infrastructure improvements within an area adjacent to downtown San Antonio; and

WHEREAS, the Inner City TIRZ has supported numerous social capital and economic development projects intended to implement the goals of existing neighborhood plans and previous planning studies which are encompassed in the boundary of the Inner City TIRZ ; and

WHEREAS, on June 16, 2014 the Inner City TIRZ published a "Request for Applications" for Social Capital Projects within the Inner City TIRZ; and

WHEREAS, staff reviewed the applications and made recommendations to the Inner City TIRZ Board to provide funding for selected programs; and

WHEREAS, on November 14, 2014 the Inner City TIRZ Board of Directors awarded $20,000.00 to fund a literacy program named Eastside Stories to be carried out by Gemini Ink; and

WHEREAS, the literacy program is a year-long program to build youth capacity in the Eastside by providing literacy based community activities and events that result in positive branding of the community (the "Program"); and

WHEREAS, City staff negotiated and drafted a Public Use Agreement that was approved on May 1, 2015 by the Inner City TIRZ Board of Directors by resolution; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of the Public Use Agreement with Gemini Ink for the Program within the Inner City TIRZ in the amount of $20,000.00 are approved. A copy of the Public Use Agreement in substantially final form is attached to this Ordinance as **Exhibit A.** A copy of the fully executed agreement will be substituted for Exhibit A upon receipt of all signatures.

SECTION 2. The City Manager or her designee is authorized to execute the attached Development Agreement, in substantial form, incorporated into this Ordinance for all purposes.

SECTION 3. City Staff is authorized to amend the Inner City TIRZ Project and Finance Plans to include this Project.

SECTION 4. There is no fiscal impact from the proposed action. All funding for the proposed projects will be paid from the Inner City TIRZ from available tax increment and will not impact the City's General Fund.

SECTION 5. This Ordinance shall become effective immediately upon its passage by eight (8) affirmative votes of the City Council. If less than eight (8) affirmative votes are received, then this Ordinance shall be effective ten (10) days after passage.

PASSED AND APPROVED this 18th day of June, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**67A (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E)**
Date:	06/18/2015
Time:	10:00:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of a Public Use Agreement with Gemini Ink in an amount up to $20,000.00 of Inner City TIRZ Tax Increment funds for support of a literacy program within the boundary of the Inner City TIRZ.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit A

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PUBLIC USE AGREEMENT WITH THE CITY OF SAN ANTONIO, TEXAS
GEMINI SERIES INC., d/b/a GEMINI INK, and
THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ELEVEN,
CITY OF SAN ANTONIO, TEXAS

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PUBLIC USE AGREEMENT

THIS PUBLIC USE AGREEMENT ("Agreement") is made this ____ day of _____, 2015 ("Effective Date"), by and between the CITY OF SAN ANTONIO, TEXAS, a municipal corporation of the State of Texas, hereinafter called "City" acting by and through its City Manager pursuant to Ordinance No. _____ passed and approved on _____, the Gemini Series inc., d/b/a Gemini Ink ("Gemini Ink"), hereinafter called "Gemini Ink," and the Board of Directors for Tax Increment Reinvestment Zone Number Eleven, City of San Antonio, Texas, hereinafter called "Board".

BACKGROUND:

WHEREAS, the City recognizes the importance of its continued role in economic development, community development, planning and urban design; and

WHEREAS, on December 14, 2000, the City Council of the City of San Antonio approved Ordinance No. 93101, establishing the Tax Increment Reinvestment Zone Number Eleven, City of San Antonio, Texas (the "Zone") and the Board in accordance with the Tax Increment Financing Act (Texas Tax Code, Chapter 311 hereinafter the "Act"), to promote development and redevelopment in the Zone, which would not otherwise occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, in accordance with the Act, the City created the Board and authorized the Board to exercise all the rights, powers, and duties as provided to such Boards under the Act or by action of the City Council; and

WHEREAS, Gemini Ink is a non-profit organization that provides community writing and reading classes within the boundaries of the Inner City TIRZ located at 1111 Navarro St, San Antonio, Texas 78205, and is solely responsible for all costs and expenses incurred in connection therewith; and

WHEREAS, Gemini Ink proposes to offer educational programs to the public within the Inner City TIRZ in return for a public use fee as set forth in Exhibit C "Public Use Fee Schedule" and in accordance with this Agreement ; and

WHEREAS, the City, Gemini Ink and the Board enter into this Agreement to outline the specifics of the public use of the proposed literacy programs and payment of the public use fee. The total public use fees beginning in FY 2015 are estimated to be twenty thousand dollars $20,000.00; and

WHEREAS, in addition to improving the positive branding of the Inner City Community, Gemini Ink and the proposed programs will improve the image of the community, capitalize on

the building of youth pride, improve schools, encourage cultural wellness, establish youth mentorship, and create a sense of place through public art; and

WHEREAS, the Board and the City will adopt and approve an amended Project Plan and an amended Finance Plan defined hereunder and referred to as "Project Plan" and "Finance Plan" which will include this project for development of the Zone Property; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and obligations herein, and for other good, fair and valuable considerations, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.1 The "City," the "Board" and the "Gemini Ink" shall have the meanings specified above.

1.2 "Act" means the Tax Increment Financing Act, Texas Tax Code Chapter 311, as amended from time to time.

1.3 "Administrative Costs" means reasonable costs directly incurred by any Participating Taxing Entity related to its agreement to participate in the funding of the Zone, as described in this Agreement. These costs include, but are not limited to, reasonable costs and expenses for legal review and financial analysis related to the Zone incurred prior to entering into and during this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective.

1.4 "Agreement" means this document by and among the City, the Board and the Gemini Ink, which may be amended from time to time.

1.5 "Available Tax Increment Funds" means the "Tax Increment" contributed by each Participating Taxing Entity to the TIF Fund, as paid out in accordance with the priority of payment listed in paragraph 4.3 below.

1.6 "Captured appraised value of real property taxable by a taxing unit for a year" has the meaning provided by §311.012(b) of the Act.

1.7 "City Manager" means the City Manager of the City or her designee.

1.8 "City Code" means the City Code of the City of San Antonio, as amended.

1.9 "Completion" means final approval from the City after submission of the Public Use Service Report attached as Exhibit B during the term of this agreement.

1.10 "Effective Date" means the last date that a Party signs this Agreement.

1.11 "Finance Plan" means the Reinvestment Zone Financing Plan as defined in the Act, as approved and as may be amended from time to time by the Board and the City, which Plan is hereby incorporated into this Agreement by reference for all purposes, as if set out in its entirety.

1.12 "Guidelines" means the current Tax Increment Financing (TIF) and Reinvestment Zone policy as passed and approved by the City Council of the City of San Antonio and amended from time to time.

1.13 "Participating Taxing Entity" means any governmental entity recognized as such by Texas law, which is participating in this Project by contributing a percentage of its tax increment.

1.14 "Program" has the meaning specified in Article II of this Agreement, and as more specifically detailed in Exhibit A.

1.15 "Project Costs" has the meaning provided by Section 311.002(1) of the Act.

1.16 "Project Plan" means the Project Plan as defined in the Act, as approved and as may be amended from time to time by the Board and the City, which is incorporated by reference into this document as if set out in its entirety, for all purposes.

1.17 "Public Use Service Report" means a report, prepared and submitted by Gemini Ink in accordance with the requirements of this Agreement, and **Exhibit B** attached and incorporated herein for all purposes, which report provides quarterly updates of Project and Public Use status and compliance with laws, ordinances, and contractual requirements.

1.18 "Public Use Service Report Approval" means a written acknowledgement from the City to Gemini Ink that the Public Use Report was completed and submitted correctly, and approved by City staff.

1.19 "Tax Increment" has the meaning assigned by Section 311.012 of the Texas Tax Code, and applies only to taxable real property within the Zone.

1.20 "TIF" means Tax Increment Financing.

1.21 "TIF Fund" means the tax increment fund created by the City for the deposit of Tax Increments for the Zone, entitled "Reinvestment Zone Number Eleven, City of San Antonio, Texas Tax Increment Fund."

1.22 "TIF Unit" means the employees of the City department responsible for the management of the City's Tax Increment Financing Program.

1.23 "TIRZ" means Tax Increment Reinvestment Zone.

1.24 "Zone" means Tax Increment Reinvestment Zone Number Eleven, City of San Antonio, Texas.

1.25 "Zone Property" means the contiguous geographic area of the City that is included in the boundaries of the Zone, which are more particularly described in the Project and Finance Plans incorporated herein.

Singular and Plural: Words used in the singular, where the context so permits, also include the plural and vice versa, unless otherwise specified.

ARTICLE II. PUBLIC USE AND ACCESS

2.1 During the Term, Gemini Ink hereby agrees to: 1) provide program services as described in this Agreement and Exhibit A to the public; 2) conduct a one-year literacy program to build youth capacity in the Eastside and provide literacy based community activities and events; 3) cooperate and coordinate with Ella Austin Community Center for implementation of the Write with Me/Read with Me after school enrichment program; 4) cooperate and coordinate with Carver Community Cultural Center for the implementation of the LaVoz and Story Slam community public events; and 5) submit regular reports to the City's Department of Planning and Community Development as described in Exhibit B ("Public Use Service Report")

2.2 The term "public use" shall include, but is not limited to the providing of professional services to the general public in regards to both the Write with Me/Read with Me after school enrichment program and the La Voz and Story Slam program. Gemini Ink will provide these programs to the general public and in particular the public within the Inner City TIRZ. No fee may be charged to any member of the public in reference to services provided under the programs.

2.3 **Read with Me/Write with Me Program.** During the Term of this Agreement, Gemini Ink will provide instructors to meet with students ranging from ages seven (7) to ten (10) after school once a week for twenty-five (25) weeks throughout the school year and eight (8)weeks during the summer . The program will cover instruction for two (2) groups of fifteen (15) students who will be picked from students enrolled in the Ella Austin Community Center, and who attend an elementary school located within the TIRZ boundaries. Instructors will be published writers who will meet with each child for one and a half hours (1 ½) of instruction for each of the twenty-five weeks (25) and eight (8) weeks during the summer. The writers will present age appropriate story and poem models to coach children to produce their own literacy works, in an effort to build literacy skills, engagement and local pride. Gemini Ink will provide twelve (12) Family Reading Nights in which the children in the after school program will meet with their parents at Gemini Ink for an evening in which trained storytellers will perform and the children will share their writing about the neighborhood. Gemini Ink will hold the event open for the general public to attend. The students work will be collected into an anthology and will be distributed throughout the Inner City TIRZ and the Board. Children enrolled in the program will produce posters and broadsides of their poems and stories, which will be displayed in 30 businesses within the Inner City TIRZ. Children and Parents will participate in an "Eastside Stories Neighborhood Pride Day" where the broadsides produced by the children in the program will be displayed in a neighborhood walking tour.

2.4 **La Voz**. During the Term of this Agreement, Gemini Ink will provide a community public event. The La Voz community event will consist of a competition in which contestants recite a poem from memory and/or an original poem. This event will take place at the Carver Cultural Center located within the Inner City TIRZ. The contestants will consist of children and young adults ranging in age from seven (7) to twenty (20). The contestants will compete for scholarships to attend Gemini Ink writing classes for the young adults and scholarships for the children in the form of Section 529 College Savings Plans. The La Voz event will be publicized by Gemini Ink within the Inner City TIRZ and the competition will be open to the general public for at least one hundred (100) people. The competition will be videotaped and shared with local

organizations to help positively brand the Eastside. The parties agree that the scholarships are not reimbursable expenses by the City or the TIRZ fund.

2.5 **Story Slam.** During the Term of this Agreement, Gemini Ink will provide a community public event. To encourage the sharing of community stories, as part of the Story Slam, Gemini Ink will provide a free two-day training conducted by local storytellers and theatre professionals. The Story Slam community event will consist of a competition in which participants compete to tell the most engaging story and will take place at the Carver Cultural Center located within the Inner City TIRZ. The contestants will consist of children and young adults ranging in age from seven (7) to twenty (20). The contestants will compete for scholarships to attend Gemini Ink writing classes for the young adults and scholarships for the children in the form of Section 529 College Savings Plans. The Story Slam event will be publicized by Gemini Ink within the Inner City TIRZ and the competition will be open to the general public for at least eighty (80) people. The competition will be videotaped and shared with local organizations to help positively brand the Eastside. The parties agree that the scholarships are not reimbursable expenses by the City or the TIRZ fund.

2.6 Gemini Ink shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations as amended from time to time.

2.7 Gemini Ink shall allow the City and the Board access to the Program property owned or controlled by Gemini Ink and to documents and records considered necessary by the City and the Board for inspection and to assess Gemini Ink's compliance with this Agreement. Gemini Ink acknowledges that this Agreement and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this Agreement or any document delivered pursuant to this Agreement waives an otherwise applicable exception to disclosure.

ARTICLE III. TERM

3.1 The term shall commence upon execution of this Agreement (the "Commencement Date") and terminate ("Termination Date") upon the earliest of the following: (i) the date Gemini Ink receives final payment for completing the services described in Article II; (ii) termination of the Inner City TIRZ; (iii) September 30, 2017; or (iv) the date this Agreement is terminated as provided for in Article VIII (the "Term").

ARTICLE IV. PUBLIC USE FEE

4.1 Subject to the terms contained herein, City shall pay to Gemini Ink during the Term of this Agreement a public use fee for public uses provided during the preceding reporting period, as set forth in **Exhibit C**, and upon approval of the Public Use Service Report attached as **Exhibit B**. The sole source of the funds to pay the public use fee shall be the available Tax Increment Funds levied and collected in the Zone and contributed by the City to the TIRZ fund

established to reimburse eligible project costs for the TIRZ and subject to priority of payment contained within the Finance Plan. The City shall pay to Gemini Ink the sum available from the TIRZ fund, as determined by the City. The first payment to Gemini Ink is anticipated on August 29, 2015, the last payment to Gemini Ink is anticipated on April 15, 2016, for providing to the general public within the Inner City TIRZ two literacy based programs and community activities as set out and required in Article II. Total payments for the public use fee owed to Gemini Ink shall not exceed twenty thousand dollars $20,000.00.

4.2 If available Tax Increment Funds do not exist in an amount sufficient to make such payments in full when the payments are due to Gemini Ink, partial payments shall be made to Gemini Ink as provided, and the remainder shall be paid as available Tax Increment Funds become available. The parties agree that the City shall not be subject to default if sufficient TIRZ funds are temporarily unavailable to pay the public use fee when due. Lack of funding is not a breach of this Agreement, provided the City expects sufficient funds to become available in the future. Once funding under this Agreement commences, the obligations of the City shall be cumulative and any prior shortfalls in the payment of the public use fee shall be made up as soon as TIRZ funds are again available, as long as the programs listed in Article II were made available to the general public during the period of prior shortfalls. No fees, costs, expenses, or penalties shall be paid to Gemini Ink on any late payment. All payments to Gemini Ink are subject to priority of payment as outlined in paragraph 4.3.

4.3 The Parties agree that the City and the Board may use funds in the Tax Increment Fund to pay eligible expenditures in the following order or priority of payment: (i) to fully reimburse eligible startup Administrative Costs incurred by City; (ii) to pay all other ongoing Administrative Costs to the City for administering the Tax Increment Fund and/or the Zone, except that if there are insufficient funds for the full reimbursement of ongoing Administrative Costs to the City, then the ongoing Administrative Costs of the City shall be reimbursed on a pro rata basis; (iii) to reimburse the City for costs of the repair, replacement, and maintenance of public infrastructure and associated costs as described in any Agreement; (iv) to reimburse the City under any reclaim of funds pursuant to Article VIII; (v) to reimburse Gemini Ink for the Public Use Fee under the terms of this Agreement and to the extent that funds in the TIF Fund are available for this purpose. The foregoing notwithstanding, no funds will be paid from the TIF Fund to Gemini Ink for its financial or legal services in any dispute arising under this Agreement or a related interlocal agreement between Gemini Ink and a Participating Taxing Entity.

4.4 If Gemini Ink complies with all requirements of the Agreement and TIRZ funds are available, the City will have forty-five (45) days after receiving the Public Use Service Report, as set forth in Exhibit B to reimburse Gemini Ink. Therefore, the parties agree that forty-five (45) days before Gemini Ink anticipates payment of a public use fee payment, then Gemini Ink shall submit to the TIF Unit a Public Use Service Report. The parties further agree to compliance audits as may be deemed necessary by the City, to confirm the information contained in the Program Service Report. City shall conduct such audit during the regular business hours of Gemini Ink and the City, at times and dates agreed to in writing by the parties.

4.5 Subject to the terms of this Agreement, the City and the Board pledge up to a maximum of twenty thousand dollars ($20,000.00) in Available Tax Increment Funds as reimbursement to Gemini Ink for approved Public Use Fees to be paid in accordance with **Exhibit C**.

ARTICLE V. REPAIRS AND MAINTENANCE

5.1 During the Term, Gemini Ink shall, at its own risk and expense, maintain and repair its own facilities and make repairs, restorations, and replacements to its facilities as is necessary to carry out the terms of this Agreement including but not limited to heating, ventilating, air conditioning, mechanical, electrical, elevator and plumbing systems, structural, roof, walls, foundations, and the fixtures and appurtenances, including equipment contained therein as and when needed to preserve them in good working condition with reasonable wear and tear excepted. Gemini Ink shall keep its facilities and assure any other facilities used in accordance with this Agreement in a clean, sanitary and safe condition in accordance with all applicable laws, ordinances and regulations of any governmental authority having jurisdiction.

5.2 If the Gemini Ink premises are partially destroyed or otherwise made unusable in whole or in part by fire, other casualty, or for any other reason during the term of this Agreement the public use fee for the services provide in Article II will be reduced proportionately to the extent to which the normal Public Use of the facilities is diminished. If Gemini Ink cannot make the repairs within one hundred eighty (180) days after the destruction, City has the option to terminate this Agreement.

ARTICLE VI. INSURANCE

6.1 **Proof of Insurance.** Prior to the commencement of any work under this Agreement, Gemini Ink shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's TIF unit, which shall be clearly labeled "**Inner City TIRZ, Gemini Ink Public Use Agreement**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's TIF Unit. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

6.2 **Right to Review.** The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

6.3 **Required Types and Amounts.** Gemini Ink's financial integrity is of interest to the City; therefore, subject to Gemini Ink's right to maintain reasonable deductibles in such amounts as are approved by the City, Gemini Ink shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Gemini Ink's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to

do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Gemini Inks c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Sexual Abuse/Molestation g. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage g. $100,000
4. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
5. Property Insurance: For physical damage to the property of Gemini Ink, including improvements and betterment to the Premises	Coverage for replacement value with a minimum co-insurance factor of ninety percent (90%) of the cost of Gemini Ink's property
*if applicable	

6.4 Gemini Ink agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Gemini Ink herein, and provide a certificate of insurance and endorsement that names the Gemini Ink and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

6.5 **Requests for Changes.** As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of

any such policies). Gemini Ink shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Gemini Ink shall pay any costs incurred resulting from said changes.

City Clerk City of San Antonio P.O. Box 839966 San Antonio, Texas 78283-3966	City of San Antonio Planning and Community Development Department Attn: TIF Unit 1400 S. Flores San Antonio, Texas 78204

6.6 **Required Provisions and Endorsements**. Gemini Ink agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

6.7 **Cancellation, Suspension, and Non-Renewal.** Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Gemini Ink shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Gemini Ink's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

6.8 **City's Remedies**. In addition to any other remedies the City may have upon Gemini Ink's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Gemini Ink to stop work hereunder, and/or withhold any payment(s) which become due to Gemini Ink hereunder until Gemini Ink demonstrates compliance with the requirements hereof.

6.9 **Responsibility for Damages.** Nothing herein contained shall be construed as limiting in any way the extent to which Gemini Ink may be held responsible for payments of damages to

persons or property resulting from Gemini Ink's or its subcontractors' performance of the work covered under this Agreement.

6.10 **Primary Insurance.** It is agreed that Gemini Ink's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

6.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

6.12 Gemini Ink and any Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE VII. INDEMNITY

7.1 Gemini Ink and City acknowledge that the City is a political subdivision of the State of Texas and that the City is subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practice and Remedies Code, Section 101.001*et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. This Agreement will be interpreted according to the Constitution and laws of the State of Texas.

7.2 GEMINI INK covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY (and the elected officials, employees, officers, directors, and representatives of the CITY), and the BOARD (and the officials, employees, officers, directors, and representatives of the BOARD), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, 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 CITY, the BOARD, directly or indirectly arising out of, resulting from or related to GEMINI INK'S activities under this AGREEMENT, including any acts or omissions, or willful misconduct, of GEMINI INK, any agent, officer, contractor, subcontractor, director, representative, employee, consultant or sub-consultants of GEMINI INK, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this AGREEMENT, all without, however, waiving any governmental immunity available to the CITY, and the BOARD, under Texas Law and without waiving any defenses of the Parties under Texas, Federal, or International Law. The CITY, the BOARD, and/or shall have the right, at their option and at their own expense, to participate in such defense without relieving GEMINI INK of any of its obligations.

GEMINI INK further agrees to reimburse the City for any costs or expenses, including court costs and reasonable attorney's fees, which City may incur in investigating, handling or litigating any such claims. IN THE EVENT GEMINI INK AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE

LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

7.3 GEMINI INK SHALL ADVISE THE CITY, AND THE BOARD, IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY, AND THE BOARD, RELATED TO OR ARISING OUT OF THE GEMINI INK'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE GEMINI INK'S COST TO THE EXTENT REQUIRED UNDER THIS AGREEMENT.

7.4 THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

7.5 Nothing in this Agreement waives any governmental immunity available to the City under the laws of the State of Texas.

ARTICLE VIII. DEFAULTS AND REMEDIES

8.1 In the event that funds are available for City to remit the public use fee as detailed in Article III above and City has agreed that Gemini Ink has demonstrated in a completed Public Use Service Report that it has satisfied all requirements of this Agreement, yet City does not make payment of the public use fee within forty-fifteen (45) days after its due date; or shall fail to perform any of the other material covenants or conditions which City is required to observe and to perform then Gemini Ink shall provide written notice of the occurrence of any one or more of the foregoing events to City within thirty (30) business days from the date Gemini Ink learns of said occurrence(s). The City shall have thirty (30) business days to cure the occurrence(s). In the event the City does not cure the occurrence(s) within the cure period, then Gemini Ink may treat the occurrence(s) as an event of default ("Event of Default" or "Default") under this Agreement and thereupon, Gemini Ink may, at its option, without further notice or demand, do any one or more of the following:

8.1.1 Terminate this Agreement; or

8.1.2 Exercise any right or remedy available to Gemini Ink at law or in equity for the breach of this Agreement.

8.2 In the event that Gemini Ink shall fail to provide the services as provided for in Article II; to submit a completed Public Use Service Report; or to perform any of the other material covenants or conditions which Gemini Ink is required to observe and to perform, City shall provide written notice of the occurrence of any one or more of the foregoing events to Gemini Ink within thirty (30) business days from the date City learns of said occurrence(s). Gemini Ink shall have thirty (30) business days to cure the occurrence(s). In the event Gemini ink does not

cure the occurrence(s) within the cure period, the City may treat the occurrence(s) as an event of default ("Event of Default" or "Default") under this Agreement and thereupon, City may, at its option, without further notice or demand, do any one or more of the following:

8.2.1 Terminate this Agreement and discontinue payment of the public use fee;

8.2.2 Proportionately reduce the public use fee; or

8.2.3 Exercise any right or remedy available to City at law or in equity for the breach of this Agreement.

8.3 No provision of this Agreement shall be deemed waived by either party unless such waiver is in writing and signed by both parties. Nor shall any custom or practice, which may develop in the administration of this Agreement, be construed to waive or lessen either party's right to insist upon strict performance of the terms of this Agreement. The rights granted to both parties in this Agreement shall be cumulative of every other right or remedy which they may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

ARTICLE IX. ATTORNEY'S FEES

9.1 If the non-defaulting Party files and recovers a judgment in an action to enforce any provision in this Agreement, the defaulting Party will pay the non-defaulting Party's reasonable attorneys' fees in the action and court costs.

ARTICLE X. HEADINGS

10.1 The aside captions contained to this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

ARTICLE XI. NON-WAIVER

11.1 **Actions or Inactions.** No course of dealing on the part of the City, the Board, or Gemini Ink nor any failure or delay by the City, the Board, or Gemini Ink in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

11.2 **Receipt of Services.** The receipt by the City of services from an assignee of the Gemini Ink shall not be deemed a waiver of the covenant in this Agreement against assignment or an acceptance of the assignee or a release of Gemini Ink from further observance or performance by Gemini Ink of the covenants contained in this Agreement. No provision of this Agreement shall be deemed waived by the City unless such a waiver is in writing, and approved by the City Council of the City in the form of a duly passed ordinance.

ARTICLE XII. SEVERABILITY

12.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under federal, state or local laws, then said clause or provision shall not affect any other clause or provision and the remainder of this Agreement shall be construed as if such clause or provision was never contained herein. It is also the intent of the Parties that in lieu of each invalid, illegal, or unenforceable clause or provision, there be added to this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

ARTICLE XIII. LITIGATION EXPENSES

13.1 Under no circumstances will the available Tax Increment Funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in litigation related to TIF or TIRZ or any adversarial proceedings related to TIF or TIRZ regarding this Agreement involving the City or any other public entity.

13.2 During the term of this Agreement, if the Board and/or Gemini Ink files and/or pursues an adversarial proceeding against the City regarding this Agreement without first engaging in good faith mediation of the dispute, then, at the City's option, all access to the funding provided for hereunder may be deposited with a mutually acceptable escrow agent that will deposit such funds in an interest bearing account.

13.3 The Board and/or Gemini Ink, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings regarding this Agreement against the City remains unresolved if it was initiated without first engaging in good faith mediation of the dispute.

13.4 For purposes of this Article, "adversarial proceedings" include any cause of action regarding this Agreement filed by the Board and/or Gemini Ink against the City in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternate Dispute Resolution proceedings, including arbitration. Nothing contained in this Article shall effect or otherwise affect the indemnity provisions contained in Article VII above.

ARTICLE XIV. AMENDMENTS

14.1 This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties. The parties may amend the attached Exhibits by mutual agreement as many times as needed by attaching an initialed Exhibit hereto with the same name as the Exhibit they are replacing but with a consecutive number added to the end of the Exhibit letter for each amendment (e.g. Exhibit A-1, followed by Exhibit A-2). The City Council and the TIRZ Board specifically authorizes the Director of the Planning and Community Development Department to amend the Exhibits to this Agreement without further City Council and TIRZ Board approval.

14.2 Notwithstanding the above, the Term of this Agreement may be amended by approval of the City, as evidenced by an agreement in writing between Gemini Ink and the Director of Planning and Community Development Department. The City Council and the TIRZ Board specifically authorizes the Director of the Planning and Community Development Department to amend the Term of this Agreement without further City Council and TIRZ Board approval.

ARTICLE XV. NO REPRESENTATIONS

15.1 Neither Gemini Ink nor its agents or brokers have made any representations or promises with respect to their services except as may be expressly set forth in this Agreement, and any reliance by City on any representations or promises of Gemini Ink, its agents or brokers shall be solely on the representations or promises, if any, expressly contained in this Agreement. City is not acquiring any rights, easements or licenses under this Agreement by implication or otherwise except as expressly set forth in this Agreement.

ARTICLE XVI. NO PARTNERSHIP

16.1 Gemini Ink covenants and agrees that they are an independent contractor and not an officer, agent, servant or employee of City; that Gemini Ink shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Gemini Ink, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Gemini Ink. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Gemini Ink under this Agreement and Gemini Ink has no authority to bind the City.

16.2 Nothing in this Agreement, whether express or implied, shall be construed to give any third party any legal or equitable right, remedy or claim under or in respect of this Agreement or any standing or authority to enforce the terms and provisions of this Agreement.

ARTICLE XVII. RESPONSIBILITIES OF THE PARTIES

17.1 **Gemini Ink**. As between the City, Gemini Ink, and the Board, , Gemini Ink shall be solely responsible for compensation payable to any employee, contractor, or subcontractor of Gemini Ink, and none of the Gemini Ink's employees, contractors, or subcontractors will be deemed to be employees, contractors, or subcontractors of the City, and the Board, as a result of the Agreement.

17.2 **City and Board**. To the extent permitted by Texas law, no director, officer, employee or agent of the City, the Board, or any other Participating Taxing Entity shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE XVIII. NOTICE

18.1 **Addresses**. Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving Party at the following addresses:

CITY
Department of Planning and Community Development
Attn: TIF Unit
1400 S. Flores
San Antonio, TX 78204

BOARD
Board of Directors, Inner City Tax Increment Reinvestment Zone Number 11
City of San Antonio, Texas
C/O Planning and Community Development
ATTN: John Dugan, Director
1400 S. Flores
San Antonio, TX 78204

Gemini Ink
1111 Navarro St.
San Antonio, TX 78205

18.2 **Change of Address**. Each Party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile shall be deemed delivered when receipt of such is during normal business hours or the next business day if receipt is after normal business hours. Any communication delivered in person shall be deemed received when actually received by an officer of the Party to whom the communication is properly addressed. All notices, requests or consents under this Agreement shall be: (i) in writing, (ii) delivered to a principal officer or managing entity of the recipient in person, by courier, mail, facsimile, or similar transmission, and (iii) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the notice shall be considered received on the next business day after such delivery. Whenever any notice is required by applicable law or this Agreement, a written waiver, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Each Party shall have the right to change its address by giving at least fifteen (15) days written notice to the other Parties.

ARTICLE XIX. CONFLICT OF INTEREST

19.1 **Charter and Ethics Code Prohibitions**. The Board and Gemini Ink each acknowledges that it is informed that the Charter of the City and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business

entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

19.2 **Warrant and Certification**. In accordance with Section 311.0091(h)(1) of the Act, and pursuant to paragraph 19.1 above, Gemini Ink each warrants and certifies, and this contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Gemini Ink each further warrants and certifies that Gemini Ink has tendered to the City a **Discretionary Contracts Disclosure Statement** in compliance with the City's Ethics Code using the form provided in **Exhibit D**.

ARTICLE XX. ASSIGNMENT

20.1 **Binding Agreement**. All covenants and agreements contained herein by the City and/or the Board shall bind their successors and assigns and shall inure to the benefit of Gemini Ink and their successors and assigns.

20.2 **Assignment by City**. The City and/or the Board may assign their rights and obligations under this Agreement to any governmental entity the City creates without prior consent of Gemini Ink. If the City and/or the Board assign their rights and obligations under this Agreement then the City and/or the Board shall send Gemini Ink written notice of such assignment within fifteen (15) days of such assignment.

20.3 **Assignment by Gemini Ink**. Gemini Ink may sell or transfer its rights and obligations under this Agreement only with the approval of the Board and the written consent of the City as evidenced by an ordinance passed and approved by the City Council, when a qualified purchaser or assignee specifically agrees to assume all of the obligations of Gemini Ink under this Agreement.

20.4 **Work or Services Subject to this Agreement**. Any work or services contracted herein shall be contracted only by written contract or agreement and, unless the City grants specific waiver in writing, shall be subject by its terms, insofar as any obligation of the City is concerned, to each and every provision of this Agreement. Compliance by the Gemini Ink's contractors and/or subcontractors with this Agreement shall be the responsibility of Gemini Ink. Copies of those written contracts must be submitted with the Public Use Service Report in order to be considered for eligible Project Cost reimbursement.

20.5 **No Third Party Obligation**. The City shall in no event be obligated to any third party, including any contractor, subcontractor or consultant of Gemini Ink, for performance of work or services under this Agreement.

20.6 **Written Instrument**. Each transfer or assignment to which there has been consent, pursuant to paragraph 20.3 above, shall be by instrument in writing, in form reasonably satisfactory to the City, and shall be executed by the transferee or assignee who shall agree in writing for the benefit of the City and the Board to be bound by and to perform the terms, covenants and conditions of this Agreement. Four executed copies of such written instrument

shall be delivered to the City. Failure to obtain, the City's consent in writing, or failure to comply with the provisions herein first shall prevent any such transfer or assignment from becoming effective. In the event the City approves the assignment or transfer of this Agreement, Gemini Ink shall be released from such duties and obligations.

20.7 **No Waiver**. Except as set forth in paragraph 11.2, the receipt by the City of services from an assignee of Gemini Ink shall not be deemed a waiver of the covenant in this Agreement against assignment or an acceptance of the assignee or a release of Gemini Ink from further observance or performance by Gemini Ink of the covenants contained in this Agreement. No provision of this Agreement shall be deemed waived by the City unless such waiver is in writing, and approved by the City Council of the City in the form of a duly passed ordinance.

ARTICLE XXI. INDEPENDENT CONTRACTORS

21.1 **No Agency**. All Parties expressly agree that in performing their services under this Agreement, the Board and Gemini Ink at no time shall be acting as agents of the City and that all consultants or contractors engaged by the Board and/or Gemini Ink respectively shall be independent contractors of the Board and/or Gemini Ink. The City shall not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the Board and/or Gemini Ink respectively, under this Agreement unless any such claims are due to the fault of the City.

ARTICLE XXII. TAXES

22.1 During the Term of this agreement, Gemini Ink shall pay or ensure all applicable Federal, State, and local taxes and fees on their facility or any facility used to carry out the services under this Agreement, if any.

ARTICLE XXIII. VENUE AND GOVERNING LAW

23.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar, County Texas.

ARTICLE XXIV. ENTIRE AGREEMENT

24.1 **No Contradictions**. This written Agreement embodies the final and entire agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties.

24.2 **Incorporation of Exhibits**. The **Exhibits** A,B, C, and D attached to this Agreement are incorporated herein and shall be considered a part of this Agreement, except that if there is a

conflict between an **Exhibit** and a provision of this Agreement, the provision of this Agreement shall prevail over the **Exhibit**.

ARTICLE XXV. PARTIES' REPRESENTATIONS

25.1 This Agreement has been jointly negotiated by the City, the Board and Gemini Ink and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

ARTICLE XXVI. LICENSES/CERTIFICATIONS

26.1 Gemini Ink warrants and certifies that Gemini Ink and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

ARTICLE XXVII. NONDISCRIMINATION AND SECTARIAN ACTIVITY

27.1 Gemini Ink shall ensure that no person shall, on the ground of race, color, national origin, religion, sex, age or handicap, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied access to any program or activity funded in whole or in part with public funds. Further no portion of the funds received shall be used in support of, any sectarian or religious activity.

ARTICLE XXVIII. LEGAL AUTHORITY

28.1 The signers of this Agreement represent, warrant, and guarantee they have full legal authority to execute this Agreement and to bind their respective Party to all of the terms, and conditions, which shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise provided for herein.

[*signatures on next page*]

IN WITNESS WHEREOF, the Parties, have caused this instrument to be signed on the date of each signature below. This Agreement will become effective on the date of the last signature below:

CITY OF SAN ANTONIO

_____
Sheryl Sculley
City Manager
Date: _____

GEMINI INK

_____
By:
Date: _____

BOARD OF DIRECTORS
INNER CITY TIRZ

_____
Name: _____
Vice Chair Board of Directors
Date: _____

ATTEST/SEAL:

_____
Name: _____
Secretary, Board of Directors
Date: _____

APPROVED AS TO FORM:

_____
Martha G. Sepeda
Acting City Attorney
Date: _____

EXHIBIT A

Program Scope

Project Scope – Eastside Stories

Eastside Stories, a year-long program to build youth capacity in the Eastside and provide literacy based community activities and events that result in positive branding of the community, bringing together local residents and visitors.

Eastside Stories will be made up of the following activities and events:

- **Write with Me/Read With Me**: a program of creative writing afterschool enrichment for children, supplemented by twelve family reading nights that will engage parents of children served in celebrating their children's creative writing.

  Write With Me/Read With Me, will send four writers-in-residence for twenty-five weeks throughout the school year and eight weeks over the summer to work with 30 children (groups of 15) grades 2-5 enrolled in the Ella Austin Community Center afterschool and summer programs. The writers will provide 1½ hours of instruction each week.

  - **Workshop 1**- Students work will be collected in an anthology to be distributed free throughout the community. Parent Engagement - 12 Family Reading Nights where children gather with their parents for a family evening in which a trained storyteller performs and participating children share their writing about the neighborhood.
  - **Workshop 2 -** Children will produce posters or broadsides of their poems and stories to be displayed in at least 30 local businesses. Parent Engagement - Parents will participate in an Eastside Stories Neighborhood Pride Day where the broadsides created through the program are unveiled and displayed in a neighborhood walking tour.

- **La Voz** and **Story Slam**— Large-scale public events to be held at the Carver Cultural Center to provide a focus on poetry out loud and storytelling.
  - Gemini Ink to host free two-day training by local storytellers and theatre professionals to build storytelling skills
  - Gemini Ink to host 3 practice sessions for **Story Slam** contestants
  - Prizes for **La Voz** and **Story Slam** will be scholarships to Gemini Ink creative writing classes for adults and cash scholarships (with funding gained from Gemini Ink private donors) for children and youth

Evaluation: We will use pre- and post- questionnaires to measure progress on project outcomes. Methods of evaluation will include 1) Attendance and participants' written/verbal comments on events; 2) Weekly workshop evaluation forms; 3) End of year evaluation.

EXHIBIT B

Public Use Service Report

Public Use Services Report

Write With Me/ Read With Me

Writers in Residence
Please identify the two writers in residence and briefly describe their qualifications. Note any changes to Writer in Residence status over reporting period.
Writer #1
Writer #2

Classes (1.5 hours each)		
Classes Held This Period	Classes Held To date	Total
		33

Students		
Attending This period (all classes)	Enrolled To Date	Total
		30

Family Reading Nights		
Family Reading Nights This Period	Family Reading Nights To Date	Total
		12
Parents Attending This Period		

Deliverables:

1. Anthology
2. Poster Boards/Broadsides
3. Advertisements
4. Eastside Stories Neighborhood Pride Day Event - Please insure invitations are sent to the Inner City TIRZ Board of Directors (contact information available from Jonathan Lane at 210-207-3382 or Diana Rosas at 210-207-6615).

La Voz/ Story Slam

La Voz – Please provide a summary of the event including; the date the event occurred, estimated number of participants; awardees and awards. Please insure invitations are sent to the Inner City TIRZ Board of Directors (contact information available from Jonathan Lane at 210-207-3382 or Diana Rosas at 210-207-6615).

Deliverables:

1. Advertisements
2. Video of event

Story Slam – Please provide a summary of the event including; the date the event occurred, estimated number of participants; awardees and awards. In addition provide dates and attendance numbers for Gemini Ink hosted practice sessions. Please insure invitations are sent to the Inner City TIRZ Board of Directors (contact information available from Jonathan Lane at 210-207-3382 or Diana Rosas at 210-207-6615).

Deliverables:

1. Advertisements
2. Video of event

EXHIBIT C

Public Use Fee Schedule

Public Use Fee Schedule

Public Use Services Report Due Date	Estimated TIRZ Payment Date	Payment Amount
July 15, 2015	August 29, 2015	$5,000
October 15, 2015	November 29, 2015	$5,000
January 15, 2016	February 29, 2016	$5,000
April 15, 2016	May 30, 2016	$5,000
		$20,000

EXHIBIT D

City of San Antonio's Discretionary Contracts Disclosure Form

City of San Antonio
Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity[1] that is a **party** to the discretionary contract:

(2) Identify any individual or business entity which is a ***partner***, ***parent*** or ***subsidiary*** business entity, of any individual or business entity identified above in Box (1):
☐ **No partner, parent or subsidiary; *or***   **List partner, parent or subsidiary of each party to the contract and identify the corresponding party:**

(3) Identify any individual or business entity that would be a ***subcontractor*** on the discretionary contract.
☐ **No subcontractor(s); *or***   **List subcontractors:**

(4) Identify any ***lobbyist*** or ***public relations firm*** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
☐ **No lobbyist or public relations firm employed; *or***   **List lobbyists or public relations firms:**

[1] A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions
List all political contributions totaling one hundred dollars ($100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ **No contributions made; If contributions made, list below:**

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals
Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question[2] as to whether any city official or employee would violate , ("conflicts of interest") by participating in official action relating to the discretionary contract.

☐ **Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or**

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:

[2] For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.