

AN ORDINANCE      2011-03-31-0252

**RATIFYING THE SUBMISSION OF AN APPLICATION TO THE NATIONAL PARK SERVICE FOR AND AUTHORIZING THE ACCEPTANCE OF A 2011 SUMMER CULTURAL RESOURCES DIVERSITY INTERNSHIP PROGRAM INTERN FOR THE CITY OF SAN ANTONIO OFFICE OF HISTORIC PRESERVATION.**

\*            \*            \*            \*            \*

**WHEREAS**, the City of San Antonio (“City”) has twenty-seven (27) historic districts; six River Improvement Overlay (RIO) Districts, over 1,200 individually designated local landmarks and more than 2,000 recorded archaeological sites; and

**WHEREAS**, the Cultural Resources Diversity Internship Program (CRDIP), through the National Park Service and The Student Conservation Association, Inc., provides a career exploration opportunity for diverse undergraduate and graduate students in historic preservation/cultural resources work; and

**WHEREAS**, the Cultural Resources Diversity Internship Program places interns with National Park Service park units and administrative offices, other federal agencies, state historic preservation offices, local governments, and private organizations in order to provide work experience and exposure to career opportunities in this field; and

**WHEREAS**, the City Council adopted a budget which includes allocations to the Office of Historic Preservation to provide summer internships and training to students attending institutions of higher education; **NOW THEREFORE**,

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

**SECTION 1.** The City Manager or her designee, or the Historic Preservation Officer, is authorized to execute a final contract, as first reviewed and approved by the City Attorney's Office, with The Student Conservation Association, Inc. in an amount up to \$6,110.00 to support a summer internship through the Cultural Resources Diversity Internship Program from June through September, 2011. A copy of the draft contract, which incorporates the essential terms of the agreement, is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Fund 28031000 entitled “CDBG 31<sup>st</sup> Year” and Internal Order 131000001850, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this bid.

**SECTION 3.** Payment not to exceed the budgeted amount up to \$6,110.00 is authorized to the Student Conservation Association, Inc., and should be encumbered with a purchase order.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City

AZ:  
Item No. 39

Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

**PASSED AND APPROVED** this 31<sup>st</sup> day of March, 2011.



M A Y O R  
Julián Castro

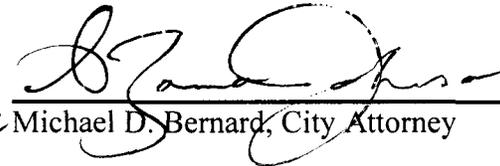
**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



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for Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
 ACTION

City of San Antonio



## Agenda Voting Results - 39

<b>Name:</b>	6, 7A, 7B, 8, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 29A, 29B, 29C, 29D, 29E, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42						
<b>Date:</b>	03/31/2011						
<b>Time:</b>	02:57:50 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance ratifying the submission of a Cultural Resources Diversity Internship Program (CRDIP) Intern for Summer 2011 for the Office of Historic Preservation. [T.C. Broadnax, Assistant City Manager; Shanon Peterson Wasielewski, Historic Preservation Officer, Office of Historic Preservation]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				x
Jennifer V. Ramos	District 3	x					
Philip A. Cortez	District 4	x					
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

## ATTACHMENT I

AGREEMENT BETWEEN  
THE STUDENT CONSERVATION ASSOCIATION, INC.  
AND  
CITY OF SAN ANTONIO OFFICE HISTORIC PRESERVATION

This ("Agreement") is made as of the third day of March, 2011, between The Student Conservation Association, Inc., a New York corporation with its principal place of business at 689 River Road, P.O. Box 550, Charlestown, NH 03603 ("SCA"), and the City of San Antonio Office Historic Preservation, 1901 S. Alamo San Antonio, TX 78204, ("Partner Agency"), collectively may be referred to for the purpose of this Agreement as the Parties.

Whereas SCA fosters life-long stewardship of the environment by offering opportunities for education, leadership and personal development to its participants while providing a high quality public service in natural resource management and conservation through its programs, including its conservation intern program. An SCA conservation intern is a person, 18 years or older, with skills, education and qualifications to perform volunteer service activities as an individual placement for terms from six weeks to twelve months ("CI"). All individually placed CIs are under the direct daily oversight of the Partner Agency.

Whereas the Partner Agency wishes to engage one SCA conservation intern(s) (CIs) (*SCA code 13387*) for the following project to be performed at the City of San Antonio Office of Historic Preservation in San Antonio, TX between June 6, 2011 and August 12, 2011;

Daily responsibilities would vary depending on the specific project. Field survey work would require photographing and documenting information on survey forms. The survey database would involve data entry of previously recorded survey forms, researching information on historic properties, assessing materials and integrity based on photographs, and attaching photographs to property records. Specific outreach projects may involve working with volunteers and the public, assisting staff with all aspects of project implementation, researching, assisting with graphic design of project materials, etc. (the "Project").

Now therefore, in consideration of the above premises, the Parties hereto agree as follows:

1. To mutually undertake the Project.
2. The Partner Agency agrees:
  - a. To determine the acceptability of applicants provided by SCA for CI positions and select and notify SCA of the names of candidates appropriate for the conservation Project.
  - b. To accept responsibility for direct daily oversight of CIs selected by the Partner Agency and furnished by SCA, to carry out the Project.

- c. To provide meaningful service assignments relating to the implementation of the Partner Agency's natural resource management, environmental education or interpretive plans and/or programs.
- d. To provide training, including training in any pertinent safety procedures, and appropriate oversight for Project activities assigned to CIs to make their service more effective and ensure that they are properly trained for all activities they are expected to perform. The quality of an SCA conservation intern experience is heavily dependent upon the contribution a professional mentor can make to the CI.
- e. To provide housing, including necessary utilities, for CIs during the period of their assignments at no charge to SCA or to CIs. Kitchen access and cooking utensils are to be included in the housing arrangements. If there is no available housing for the Project, SCA may assist the Partner Agency by arranging for and administering housing, the cost of which will be paid by the Partner Agency.
- f. To provide all necessary tools, equipment (including safety equipment and facilities), Project specifications and all applicable rules and regulations for all CIs. The Partner Agency will provide SCA with a Job Hazard Assessment for the Project when appropriate and SCA shall brief its participants on the safety and risk management issues contained in such Job Hazard Assessment.
- g. To provide on-site transportation required for CIs to perform assigned projects during the Project period.
- h. To provide written performance evaluations to SCA, on forms provided by SCA, for each CI performing service under this Agreement.
- i. To arrange for all permits, licenses and approvals and other administrative or governmental clearances required by federal, state, municipal or local subdivision law or regulations necessary with regard to the administration of the Project. In the event the Project may affect or be carried out on property owned by a person, agency or organization other than the Partner Agency, the Partner Agency shall obtain in writing the necessary permission to enter upon the property and carry out the Project.
- j. To reimburse SCA the full cost of any CI that is hired by the Partner Agency as an employee prior to or during their SCA internship.
- k. To permit CIs to wear an approved SCA uniform during their internship.

3. SCA agrees:

- a. To recruit, appoint, and place qualified candidates (based on the Partner Agency's project specifications) who are acceptable to the Partner Agency as CIs and assign these CIs as requested by the Partner Agency for the Project.
- b. To provide (i) travel grants for round trip transportation to the Project site for the CIs, including \$60 per evening towards accommodations when travel requires two or more days, or travel allowances for CIs who live within commuting distance of the Project site; (ii) a

subsistence allowance to the CI during the Project period; (iii) an SCA approved uniform; and (iv) patches and name tags, all of the foregoing to be reimbursed to SCA.

- c. To obtain and maintain all appointment and administrative records for CIs sponsored under this Agreement.
  - d. To provide an AmeriCorps Educational Award to qualifying CIs, but only if and when made available by the Corporation for National and Community Service.
4. It is mutually agreed
- a. That CIs shall not be assigned law enforcement or firefighting duties; CIs shall not be permitted to handle or discharge any firearms or explosives unless provided explicit permission by SCA's National Director for Conservation Interns. CIs shall only operate mechanized equipment when provided all necessary safety training and only with on-site oversight by the Partner Agency; and CIs may be allowed to drive a vehicle owned, rented, leased or loaned by or to the Partner Agency only when (1) the vehicle is used with written permission from the Partner Agency field manager, only for official agency use; (2) the driver is properly licensed and qualified to operate the vehicle; (3) the driver has completed a defensive driving course within the last three years or the Partner Agency maintains, and the driver is made aware of the requirements of, a safe driver policy and (4) both the driver and the vehicle will be covered by an insurance policy maintained by the Partner Agency for the use of such vehicle.
  - b. The estimated cost to the Partner Agency under this Agreement is Six Thousand One Hundred and Ten Dollars (\$6,110).
  - c. SCA may present two itemized invoices for costs and obligations undertaken for the Project. The Partner Agency agrees to make payment to SCA within thirty (30) days of the date of an itemized invoice. In the event any itemized invoice remains unpaid for more than thirty (30) days, the Partner Agency agrees to pay SCA an interest charge on the outstanding balance at the rate of one percent (1%) per month from the date the invoice was rendered. Invoice should be mailed to Shanon Wasielewski at 1901 S. Alamo, San Antonio, TX 78204.
  - d. SCA shall maintain its current general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage, subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for highway use and on property in the care, custody and control of the policyholder). The Partner Agency may be named as an additional insured to the extent its interest may appear. In addition, SCA shall maintain its current accidental death and dismemberment and accident medical expense policy and injury insurance for all CIs. For the purposes of tort and workers compensation claims, responsibility and coverage are borne by SCA.
  - e. Each party hereto shall indemnify and save harmless the other party from all claims, suits and actions for or on account of any injuries or damages occasioned by the other party's act of negligence or by the act of negligence of any its employees or volunteers and at its own cost and expense shall defend any and all such claims, suits or actions. For the right of indemnification in favor of any party to remain in effect, that party (the notice party) shall give the other party (the recipient party) prompt written notice of any claim or threat of a claim which may give rise to

such right of indemnification. The notice party shall give the recipient party the opportunity to defend any such claim or proceeding being defended. Without the recipient party's written consent, the notice party shall not settle, compromise or adversely affect in any manner the defense of such claim.

- f. SCA shall assist the Partner Agency in its investigation, whenever required, of any accident involving any CI under this Agreement. In the event of such accident, SCA shall be deemed a temporary consultant for purposes of such investigation, and shall be provided access on a confidential basis to all investigative records and reports compiled or prepared by the Partner Agency concerning such accident.
- g. When in the opinion of the Partner Agency field manager or SCA program staff, any health or safety violations occur, or there is performance below mutually agreed upon standards, the Partner Agency field manager or SCA individual, as the case may be, shall notify the other party to take corrective action.
- h. The Partner Agency reserves the right to require the removal of any CI on the basis of unacceptable performance and/or conduct problems. SCA reserves the right to withdraw any CI when the Partner Agency fails to provide sufficient and appropriate Project assignments, safe conditions, appropriate housing, training, or Project oversight.
- i. This Agreement may be terminated at any time by mutual agreement of the Parties or by unilateral decision of either party provided at least thirty (30) days written notice is given to the other party. Upon such written notification, SCA will invoice the Partner Agency for expenses and obligations incurred to date. Amendments to the Agreement may be proposed by either party and shall become effective upon written agreement by the Parties.
- j. Marsha Towns, Director, National Conservation Internships, is hereby designated to serve as SCA's representative with the Partner Agency in implementation of this Agreement. Shanon Wasielewski, Coordinator, is designated to serve as the Partner Agency's representative in the implementation of this Agreement.
- k. The terms of this Agreement shall be construed in accordance with the laws of the State of New Hampshire.

THE STUDENT CONSERVATION  
ASSOCIATION, INC.

CITY OF SAN ANTONIO OFFICE OF  
HISTORIC PRESERVATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:  
Date:

Title:  
Date: