

NPC:men
2-8-66



AN ORDINANCE **34095**

MAKING AND MANIFESTING AN AGREEMENT AMENDING THE OPERATION AGREEMENT BY AND BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO AND THE CITY OF SAN ANTONIO, DATED AUGUST 27, 1964, CHANGING THE CITY'S CASH PARTICIPATION TO \$3,313,088.; AND APPROPRIATING \$1,000,000. OUT OF URBAN RENEWAL IMPROVEMENT BONDS SERIES 1964 PAYABLE TO THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO.

* * * * *

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

SECTION 1. This ordinance manifests an agreement between the City of San Antonio and the Urban Renewal Agency of the City of San Antonio to amend the cooperation agreement executed August 27, 1964 approved by Ordinance 32739, as amended, by amending Par 2b(1) to read as follows:

- (1) City of San Antonio's Cash Participation:

\$3,313,088., to be provided according to the following schedule	
October, 1965	\$1,000,000.
February, 1966	\$1,000,000.
September, 1966	\$ 656,544.
September, 1967	\$ 656,544.

SECTION 2. All other terms and conditions of said contract shall remain unchanged and in full force and effect.

SECTION 3. The sum of \$1,000,000. is hereby appropriated out of Urban Renewal Improvement Bonds, Series 1964, Fund #489-07, payable to the Urban Renewal Agency of San Antonio pursuant to the aforementioned agreement.

PASSED AND APPROVED this 10th day of February, 1966.

ATTEST: JH Insulman
City Clerk

MAYOR
M A Y O R

APPROVED AS TO FORM: [Signature]
City Attorney

APPROVED AS TO FUNDS: [Signature]
Director of Finance

Approved and accepted in all things this _____ day of February, 1966.

URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO

Attest: _____
Secretary

BY: _____
Chairman, Board of Commissioners

to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Sec. 1. Representation as to Redevelopment. The Public Body represents and agrees that its purchase of the Property shall be for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan and the Agreement.

Sec. 2. Prohibition Against Transfer of Property and Assignment. Except for the anticipated conveyance of the property to the Federal Government for redevelopment, the Public Body has not made or created, and will not, prior to the proper completion of the Improvements, as certified by the Agency, make or create, or suffer to be made or created, (a) any total or partial sale, conveyance, or lease of the Property, or any part thereof or interest therein, or (b) any assignment of the Agreement, or any part thereof, or (c) any agreement to do any of the foregoing, without the prior written approval of the Agency. Such approval shall be on such condition as the Agency may in its exclusive discretion determine, including, but not limited to, the assumption by the proposed transferee, by instrument in writing, for itself and its successors and assigns, and for the benefit of the Agency, of all obligations of the Public Body under the Agreement.

ARTICLE VI. REMEDIES

Sec. 1. Notice of Default. In the event of any default under or breach of any of the terms or conditions of the Agreement by either party hereto, or any successor or assign of, or successor in interest to, the Property, such party or successor shall upon written notice from the other proceed to remedy or cure such default or breach within thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued or the

manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Sec. 1. Conflict of Interest. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Public Body or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Public Body or successor or on any obligations under the terms of the Agreement.

Sec. 2. Equal Opportunity in Construction Employment. The Public Body, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section 2 in every contract or purchase order which may hereafter be entered into between the Public Body and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to Section 204 of Executive Order 11246 of September 24, 1965:

"Sec. _____. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees with the Public Body as follows:

"(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

"(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the said labor union or workers' representative of the Con-

tractor's commitments under this Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purpose of inducing such provisions in any construction contract or purchase order, as required by this Section 2, the term "Public Body" and the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

Sec. 3. Notice. A notice or communication under the Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

DISTRIBUTION

DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
AVIATION DIRECTOR			
STINSON FIELD			
BUDGET	2-10	1	
CITY MANAGER			
ASST. CITY MGR.			
CITY PUBLIC SERVICE			
CITY WATER BOARD			
COMMERCIAL RECORDER			
FINANCE DIRECTOR	2-10	1	
ASSESSOR & COLL.			
CONTROLLER	2-10	1	
CORP. COURT			
INTERNAL AUDIT			
PROPERTY RECORDS			
PURCHASING			
FIRE CHIEF			
HEALTH DIRECTOR			
HOUSING & INSP. DIR.			
LEGAL	2-10		
BACK TAX ATTY.			
LAND			
LIBRARY DIRECTOR			
PARKS & REC. DIR.			
PERSONNEL DIRECTOR			
PLANNING DIRECTOR			
POLICE CHIEF			
PUBLIC INFORMATION			
PUB. WORKS DIRECTOR			
ASST. DIRECTOR			
TRAFFIC & TRANSP. DIR.			
URBAN RENEWAL AGENCY			
OTHER:			

ITEM NO. _____

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL DATE: FEB 10 1966

MOTION BY: Parker SECONDED BY: Jones

ORD. NO. 34095 ZONING CASE _____

RESOL. _____ PETITION _____

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE No. 1, MAYOR		✓	
DR. HERBERT CALDERON PLACE No. 2		<i>absent</i>	
ROBERT C. JONES PLACE No. 3	→	✓	
S. H. JAMES PLACE No. 4		✓	
MRS. S. E. COCKRELL, JR. PLACE No. 5		✓	
JOHN GATTI PLACE No. 6, MAYOR PRO-TEM		<i>ab</i>	
FELIX B. TREVINO PLACE No. 7		✓	
GERALD PARKER PLACE No. 8		✓	
ROLAND C. BREMER PLACE No. 9		✓	

BRIEFED BY: _____

ADDITIONAL INFORMATION:

*Called 3/7/66
Hope*

REMARKS: _____

J. H. INSELMANN,
CITY CLERK

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