

AN ORDINANCE 2011-02-03-0090

**AUTHORIZING PROPERTY TRANSFER AGREEMENT
WITH THE CITY OF SCHERTZ FOR SEARCH AND
RESCUE EQUIPMENT PURCHASED WITH HOMELAND
SECURITY FUNDS.**

WHEREAS, the San Antonio Office of Emergency Management seeks the authority to transfer property, namely, search and rescue equipment, valued at \$7,304.94 and purchased with Homeland Security grant funds authorized by Ordinance 2008-04-10-0295, to the City of Schertz, which is located within the San Antonio Urban Area, in order to help prepare for, protect from, respond to, and recover from a terrorist attack or catastrophic event; **NOW THEREFORE:**

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

SECTION 1. The City Manager and her designated representative are hereby authorized to transfer property, namely, search and rescue equipment, valued at \$7,304.94 and purchased with Homeland Security grant funds authorized by Ordinance 2008-04-10-0295, to the City of Schertz. The City Manager and her designated representative are hereby authorized to execute, in order to effectuate said transfer, the property transfer agreement attached hereto as **Exhibit I**. Additionally, the City Manager and her designated representative are hereby authorized to execute any and all necessary documents to effectuate said transfer.

SECTION 2. Fund 2606520008 (UASI 2007) and internal order 120000000049 are hereby designated for use in the accounting for the fiscal transaction in the transfer of this equipment. The transfer of any property shall be coordinated through the San Antonio Finance Department to ensure the removal of these assets from the City's financial records and to record the proper accounting transactions.

SECTION 3. 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 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.

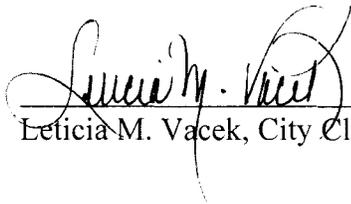
SECTION 4. This ordinance shall take effect immediately upon passage, provided that it is passed by eight or more affirmative votes; otherwise, this ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 3rd day of February, 2011.



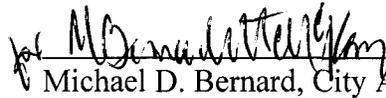
M A Y O R
JULIÁN CASTRO

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

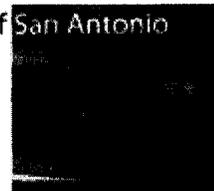


Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 17B

Name:	6, 7, 8, 9, 12, 13, 15A, 15B, 15C, 15D, 15E, 15F, 17A, 17B, 17C, 19, 20A, 20B, 20C, 20D						
Date:	02/03/2011						
Time:	10:34:53 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing property transfer agreement with the City of Schertz for search and rescue equipment purchased with Homeland Security funds.						
Result:	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				
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				x

**PROPERTY TRANSFER AGREEMENT
BETWEEN
CITY OF SAN ANTONIO
AND
CITY OF SCHERTZ**

This Agreement is entered into by and between the City of San Antonio (SA), pursuant to Ordinance 2010-_____, and the City of Schertz (SCHERTZ), pursuant to Resolution No. 10-R-51.

WHEREAS, SA was, in connection with the Homeland Security Grant Program, awarded grant funds from the 2007 Urban Area Security Initiatives Grant Program (UASI) by the Governor's Office of Emergency Management for the purpose of preventing, responding to, and recovering from natural disasters and acts of terror in SA and in a region composed of _____ counties; and

WHEREAS, the aforementioned region includes SCHERTZ; and

WHEREAS, the award of said funds was approved by the San Antonio City Council by way of Ordinance 2007-04-10-0295; and

WHEREAS, SA has purchased certain search and rescue equipment with the UASI funds SCHERTZ is in need of in its efforts to be prepared to respond to natural disasters and acts of terror; and

WHEREAS, SA wishes to transfer the ownership of said equipment to SCHERTZ for its use for the aforementioned purposes; **NOW THEREFORE**:

For and in consideration of the following mutual promises and obligations, the parties hereto agree as follows:

I. TRANSFER OF OWNERSHIP

- 1.1 SA hereby transfers ownership of the property set out in Exhibit A to SCHERTZ.
- 1.2 SA shall make said property available to SCHERTZ and SCHERTZ shall take delivery of said property no later than thirty days following the date of execution of this Agreement.

II. CONSIDERATION

- 2.1 In consideration of SA's transfer of ownership of the property set out in Exhibit A, SCHERTZ agrees to be bound by all the contract covenants and exhibits to the sub-recipient agreement, and any modifications or amendments to that agreement, entered into by SA in connection with SA's acceptance of the 2007 UASI grant funds awarded to

SA. SCHERTZ agrees all of the aforementioned property will be used in compliance with state and federal laws and all applicable standards, including, but not limited to, NFPA 1006 (Standard for Technical Rescuer Professional Qualifications), NFPA 1670 (Standard on Operations and Training for Technical Search and Rescue Incidents), and OSHA 1910.146 (Confined Space Rescue).

III. REMEDY FOR BREACH

- 3.1 In addition to any other remedy to which SA may be entitled in the event of a breach of this Agreement by SCHERTZ, SA shall be entitled to a transfer of ownership of the property that is the subject of this Agreement from SCHERTZ to SA.

IV. NON-WAIVER

- 4.1 Unless otherwise specifically provided for in this Agreement, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No waiver, change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

V. CHANGES AND AMENDMENTS

- 5.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both SA and SCHERTZ.
- 5.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

VI. SEVERABILITY

- 6.1 If any clause or provision of this contract is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including, but not limited to, the city charter, city code, or ordinances of the city of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability

shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract 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.

VII. NOTICE

7.1 For the purposes of this Agreement, all official communications between the parties to this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, or hand-delivered to the addresses set forth below.

7.2 Notices mailed or delivered to SCHERTZ shall be addressed:

City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

7.3 Notices mailed or delivered to SA shall be addressed:

City of San Antonio
San Antonio Fire Department
115 Auditorium Circle
San Antonio, Texas 78205-1183

7.4 Notice of changes of address by either party must be made in writing within five business days of such change.

7.5 Notice will be deemed given on the date it is mailed or on the date it is hand-delivered.

VIII. ENTIRE AGREEMENT

8.1 The parties hereto expressly acknowledge and agree that, with regard to the subject matter of this Agreement and the transactions contemplated herein, (1) there are no oral agreements between the parties hereto and (2) this Agreement, including the defined terms and all exhibits and addenda, if any, attached hereto, (a) embodies the final and complete agreement between the parties; (b) supersedes all prior and contemporaneous negotiations, offers, proposals, agreements, commitments, promises, acts, conduct, courses of dealings, representations, statements, assurances, and understandings, whether oral or written; and (c) may not be varied or contradicted by evidence of any such prior or contemporaneous matter or by evidence of any subsequent oral agreement of the parties hereto.

IX. LAW APPLICABLE

- 9.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
- 9.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

X. PARTIES BOUND

- 10.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided for herein.

XI. CAPTIONS

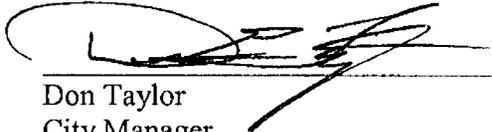
- 11.1 The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and/or conditions of this Agreement.

EXECUTED IN DUPLICATE ORIGINALS on August 18, 2010.

CITY OF SAN ANTONIO

CITY OF SCHERTZ

Sheryl L. Sculley
City Manager



Don Taylor
City Manager

APPROVED AS TO FORM:

Michael Bernard
City Attorney

EXHIBIT A

GENERIC DESCRIPTION	QTY	SERIAL #	COSA ASSET #	\$	PO #	PO Date	TRRN (YES/NO)
CMC ProSeries General Use Alum. Locking D Carabiners	20			\$432.00	4500258160	3/3/2010	
Petzi Rescucenders	2			\$100.00	4500258160	3/3/2010	
SKED-EVAC Industrial Tripod	1		930586	\$1,092.00	4500258160	3/3/2010	
SKED-EVAC Industrial Tripod Carrying Bag	1		NA	\$80.98	4500258160	3/3/2010	
SkyHook Winch	1		930585	\$2,659.20	4500258160	3/3/2010	
1/2" Steel O-Rings	2			\$17.28	4500258160	3/3/2010	
CMC ProSeries Pick Off Straps	2			\$57.72	4500258160	3/3/2010	
Petzi Eorin-Rock Helmets	6			\$410.16	4500258160	3/3/2010	
SMC Rescue Swivel	1			\$45.24	4500258160	3/3/2010	
CMC ProTech Fire-Rescue Harnesses, Small/Medium	2			\$396.00	4500258160	3/3/2010	
CMC ProTech Fire-Rescue Harnesses, Large/Extra Large	4			\$792.00	4500258160	3/3/2010	
RQ3 Max-Wear Gloves, 2 pair each L/XL/XXL (CORDEX GLOVES)	6			\$230.70	4500258160	3/3/2010	
Coaxsher RCP-1 Pro Radio Harnesses	4			\$210.96	4500258160	3/3/2010	
Ascender/Right	2			\$96.00	4500258160	3/3/2010	
Ascender/Left	2			\$96.00	4500258160	3/3/2010	
Petzel Croll Ascender	2			\$74.30	4500258160	3/3/2010	
Quick Link, Rectangular	2			\$11.96	4500258160	3/3/2010	
CMC web ascender loop	2			\$12.10	4500258160	3/3/2010	
CMC Rescue Rack	2			\$190.32	4500258160	3/3/2010	
Shipping for Schertz equip	1			\$300.02	4500258160	3/3/2010	