

AN ORDINANCE 2011-02-03-0089

**AUTHORIZING A PROPERTY TRANSFER AGREEMENT  
WITH ANY LOCAL JURISDICTION OR AGENCY  
LOCATED IN THE SAN ANTONIO URBAN AREA (SAUA)  
NECESSARY TO PREPARE FOR, PROTECT FROM,  
RESPOND TO, AND RECOVER FROM A TERRORIST  
ATTACK OR CATASTROPHIC EVENT.**

\* \* \* \* \*

**WHEREAS**, the San Antonio Office of Emergency Management seeks the authority to transfer property, of a value of \$50,000.00 or less, purchased with Homeland Security grant funds, the acceptance of which was authorized by the San Antonio City Council, to any local jurisdiction or agency located in the San Antonio Urban Area necessary to 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, of a value of \$50,000.00 or less, purchased with Homeland Security grant funds, the acceptance of which was authorized by the San Antonio City Council, to any local jurisdiction or agency located in the San Antonio Urban Area necessary to prepare for, protect from, respond to, and recover from a terrorist attack or catastrophic event.

**SECTION 2.** The City Manager and her designated representative shall, in connection with any such transfer, execute a property transfer agreement that contains substantially the same terms and conditions as those set out in the 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 3.** 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 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 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.

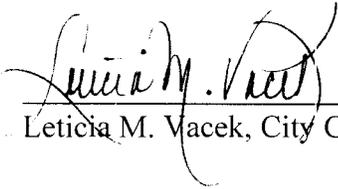
**SECTION 5.** This ordinance shall take effect immediately upon passage, provided that it is passed by eight or more affirmative votes; otherwise, this ordinance shall take effect ten days from the date of passage.

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



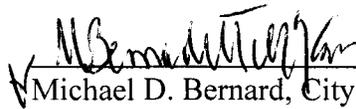
**M A Y O R**  
JULIÁN CASTRO

**ATTEST:**



\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

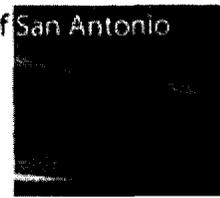


\_\_\_\_\_  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL  
 ACTION**

City of San Antonio



## Agenda Voting Results - 17A

<b>Name:</b>	6, 7, 8, 9, 12, 13, 15A, 15B, 15C, 15D, 15E, 15F, 17A, 17B, 17C, 19, 20A, 20B, 20C, 20D						
<b>Date:</b>	02/03/2011						
<b>Time:</b>	10:34:53 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a property transfer agreement with any local jurisdiction or agency located in the San Antonio Urban Area (SAUA) necessary to prepare, protect, respond and recover from a terrorist attack or catastrophic event.						
<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				
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**

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This Agreement is entered into by and between the city of San Antonio (COSA), pursuant to Ordinance \_\_\_\_\_, and the \_\_\_\_\_ (RECIPIENT), pursuant to \_\_\_\_\_.

**WHEREAS**, COSA was awarded grant funds from the \_\_\_\_\_ by the \_\_\_\_\_ for the purpose of preventing, responding to, and recovering from catastrophic events and acts of terror in the San Antonio Urban Area; and

**WHEREAS**, the aforementioned urban area includes RECIPIENT; and

**WHEREAS**, the award of said funds was approved by the San Antonio City Council by way of Ordinance \_\_\_\_\_; and

**WHEREAS**, COSA has purchased certain equipment with the grant funds RECIPIENT is in need of in its efforts to be prepared to respond to catastrophic events and acts of terror; and

**WHEREAS**, COSA wishes to transfer the ownership of said equipment to RECIPIENT 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 COSA hereby transfers ownership of the property set out in Exhibit A to RECIPIENT.
- 1.2 COSA shall make said property available to RECIPIENT and RECIPIENT 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 COSA's transfer of ownership of the property set out in Exhibit A, RECIPIENT 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 COSA in connection with COSA's acceptance of the aforementioned grant funds

awarded to COSA. RECIPIENT agrees all of the aforementioned property will be used in compliance with all local, state, and federal rules, regulations, or laws applicable hereto.

### **III. REMEDY FOR BREACH**

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

### **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 COSA and RECIPIENT.
- 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 RECIPIENT shall be addressed:

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7.3 Notices mailed or delivered to COSA shall be addressed:

Office of Emergency Management  
San Antonio Fire Department  
8130 Inner Circle  
San Antonio, Texas 78235

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 \_\_\_\_\_.

CITY OF SAN ANTONIO \_\_\_\_\_

\_\_\_\_\_  
City Manager \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney