

AN ORDINANCE 2012 - 05 - 10 - 0340

AUTHORIZING MEMORANDA OF UNDERSTANDING WITH SA2020 FOR THE CITY TO ACT AS LEAD PARTY IN TWO SA2020 VISION AREAS WITH TERMS BEGINNING UPON EXECUTION AND ENDING ON JUNE 1, 2020.

* * * * *

WHEREAS, in 2010, Mayor Julián Castro appointed Darryl Byrd, Sonia Rodriguez, and Graham Weston to be Tri-Chairs of SA2020 and tasked them with forming a Steering Committee to guide the residents of San Antonio through a planning process in order to create a vision for the San Antonio that we want to be in the year 2020; and

WHEREAS, the Mayor and the Steering Committee planned a total of 6 community-wide meetings where residents had the opportunity to participate in city-wide community engagement to develop goals and targets for the city to achieve by the year 2020; and

WHEREAS, residents participated in a city-wide community engagement process and developed eleven vision areas as part of the SA2020 plan including: Arts & Culture, Community Safety, Downtown Development, Economic Competitiveness, Education, Family Well-Being, Government Accountability & Civic Engagement, Health & Fitness, Natural Resources & Environmental Sustainability, Neighborhoods & Growth Management, and Transportation; and

WHEREAS, on September 2, 2010, City Council approved up to \$180,000.00 for the community engagement process of SA2020; and

WHEREAS, in 2011, SA2020, was established as a Texas non-profit organization to lead the community-wide collaboration to execute SA2020's mission to catalyze the entire San Antonio community (individual, private, public and civic) into passionate, focused, and sustained action, through investment, to achieve the shared goals that will transform San Antonio into a world class city by the year 2020; and

WHEREAS, on November 3, 2011, City Council approved a no cost lease agreement with the University of Texas at San Antonio for SA2020 office space; and

WHEREAS, the City of San Antonio (City) seeks to enter into two Memoranda of Understanding to serve as the "Lead Party" regarding two vision areas set out within the SA2020 final report – Arts & Culture and Community Safety; and

WHEREAS, the City as the Lead Party for these SA2020 vision areas, will contribute to the identification of key indicators/targets and outcomes in collaboration with other relevant stakeholders; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, is hereby authorized to execute memoranda of understanding with SA2020 which provides for the City to serve as the Lead Party regarding two vision areas set out within the SA2020 final report (Arts & Culture and Community Safety) with terms beginning upon execution and ending on June 1, 2020. A copy of the agreements are attached hereto and incorporated herein for all purposes as **Attachments I and II**.

SECTION 2. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 10th day of May, 2012.



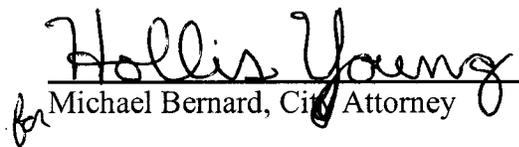
M A Y O R
Julián Castro

ATTEST:

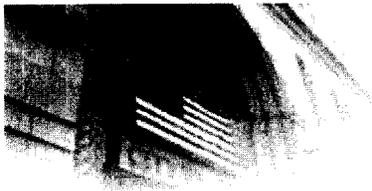


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

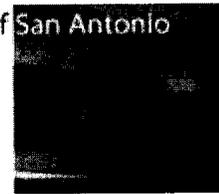


for Michael Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 4B

Name:	4A, 4B, 4C						
Date:	05/10/2012						
Time:	09:44:28 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing memoranda of understanding between the City of San Antonio and SA2020.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1	x					
Ivy R. Taylor	District 2		x			x	
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7		x				x
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

SA2020
Suite 450
301 S. Frio
San Antonio, Texas 78207

The City of San Antonio
City Hall
100 Military Plaza
San Antonio, TX 78205

Memorandum of Understanding- Lead Party

This Memorandum of Understanding is entered into between SA2020, a Texas non-profit corporation and the City of San Antonio, Lead Party, which is a municipal corporation (referred to as the Parties).

WHEREAS, SA2020 was created to lead the community-wide collaboration to execute the vision of transforming San Antonio into a World Class City by the Year 2020.

WHEREAS, starting in September, 2010, the SA2020 vision was created out of the efforts of thousands of San Antonians representing all corners of the city and is memorialized in the SA2020 2011 Report dated March 19, 2011, and is included herein by reference for all purposes.

WHEREAS, SA2020 has developed a report that outlines baseline data and targets in eleven specific vision areas which include designated targets, that when met, will satisfy San Antonians that the vision has become reality.

WHEREAS, the City of San Antonio is a recognized leader in the area of Community Safety, and is committed to assist as Lead Party in the effort to achieve the vision to enhance Community Safety .

WHEREAS, this Memorandum of Understanding delineates the responsibilities of the Parties;
NOW THEREFORE:

I. PURPOSE

The Parties have determined that the City of San Antonio can partner and collaborate with SA2020 in advancing the shared community goals of SA2020. The City of San Antonio has determined that the SA2020 Vision area of Community Safety and achieving the Community Safety targets as Lead Party are best aligned with the City of San Antonio's community investment goals. As such, the City of San Antonio intends to focus its efforts as Lead Party in these areas during the Term.

II. TERM

This agreement becomes effective when it has been signed by both Parties and will terminate on June 1, 2020.

III. ACKNOWLEDGMENTS

The Parties agree and acknowledge that the target(s) identified by the City of San Antonio and SA2020 in this agreement are derived from the SA2020 Report issued in 2011, and that these targets may be modified as agreed upon by the Parties as necessary to accomplish the goals and targets of the overall SA2020 initiative. The SA2020 report, which can be found in its entirety at: www.sa2020.org, is hereby incorporated for all purposes within this agreement.

IV. RESPONSIBILITIES OF SA2020

SA2020 agrees:

- 4.1 When appropriate, to ensure that the City of San Antonio will receive booth space if exhibits are being established, to provide for recognition of the City of San Antonio on the SA2020 website, and will include the City of San Antonio on all collateral materials and press releases involving the area of Community Safety.
- 4.2 To provide recognition of the MOU and the City of San Antonio's Lead Party status on relevant collateral materials, the SA2020 website, and press releases.
- 4.3 To provide the vision area email list to the City of San Antonio.
- 4.4 Recognize the City of San Antonio at community and media events.
- 4.5 To support the City of San Antonio's commitments related to this MOU, as appropriate, including convening of SA2020 personnel or other key parties especially relating to the SA2020 specific vision area.
- 4.6 To provide an SA2020 certificate to the City of San Antonio for display that recognizes the City of San Antonio's role as Lead Party and its commitment to and leadership role in accomplishing the vision.
- 4.7 Not to use the SA2020 relationship, the City of San Antonio's name or logo in a fashion that would be inconsistent with the mission, values, goals and reputation of the City of San Antonio.
- 4.8 To permit the use of the SA2020 name and logo by the City of San Antonio as mutually agreed upon.
- 4.9 To appear from time to time at community, board and committee meetings, etc.

V. RESPONSIBILITIES OF ENTITY

The City of San Antonio agrees:

- 5.1 To assume part of the official and public role in the SA2020 area as Lead Party of Community Safety.

- 5.2 To contribute to the identification of key indicators/targets consistent with the policies and practices set out by the San Antonio City Council and the City Manager to be championed by the City of San Antonio as well as the outcomes being sought.
- 5.3 To support and promote the goals of SA2020, and to serve as its consultant and advisor.
- 5.4 To assist with the development of vetting criteria and requirements for SA2020 endorsements in the area of Community Safety and assist with and make recommendations to SA2020 on the review of all subsequent requests for SA2020 endorsements.
- 5.5 To give SA2020 the right to use or permit the use of the City of San Antonio's name and logo as mutually agreed upon, and agrees to appear from time to time at community SA2020 events, board and committee meetings, etc.
- 5.6 To support leading the effort and convening of stakeholders as Lead Party to work towards the realization of SA2020 goals in the area of Community Safety.
- 5.7 To use existing and new alliances to promote and lead the community-wide effort to bring the SA2020 Community Safety vision to reality.
- 5.8 To report data relating to progress against the identified measures to the Texas Data Center on at least an annual basis of all Parties working in the area of Community Safety. Both the data to be reported, the format and the frequency of transmission will be mutually agreed upon in advance by the Parties working in the area of Community Safety and SA2020.
- 5.9 To display the relationship with SA2020 on websites, newsletters and any other collateral materials that are used for communication as the Parties mutually agree upon.
- 5.10 Not to use the SA2020 relationship, name or logo in a fashion that would be inconsistent with the mission, values, goals and reputation of SA2020.

VI. RELATIONSHIP OF THE PARTIES

- 6.1 Neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other. Neither Party hereto will be responsible for the acts or omissions of the other.
- 6.2 Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of employer-employee, principal-agent, parties, joint venture, or any other similar such relationship, between the parties.
- 6.3 Any and all of the employees of the City of San Antonio, wherever located, while engaged in the performance of any work under this Agreement shall be considered employees of the City of San Antonio only, and not of SA2020, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole

obligation and responsibility of The City of San Antonio.

6.4 In the event of a conflict or potential conflict of interest, the Parties agree to consult with each other in order to resolve the issue.

VII. TERMINATION OR AMENDMENT

For purposes of this Memorandum of Understanding, "termination" takes place when the term has expired. This Memorandum of Understanding may also be terminated by either party upon 30 calendar days' written notice. Any alterations, additions or deletions to this Memorandum of Understanding shall be by written amendment, signed by both SA2020 and The City of San Antonio.

SIGNED this ____ day of _____, 2012.

SA2020

THE CITY OF SAN ANTONIO

by _____

by _____

TITLE: President and Chief Executive Officer

TITLE:

Date

Date

SA2020
Suite 450
301 S. Frio
San Antonio, Texas 78207

The City of San Antonio
City Hall
100 Military Plaza
San Antonio, TX 78205

Memorandum of Understanding- Lead Party

This Memorandum of Understanding is entered into between SA2020, a Texas non-profit corporation and The City of San Antonio, Lead Party, which is a municipal corporation (referred to as the Parties).

WHEREAS, SA2020 was created to lead the community-wide collaboration to execute the vision of Transforming San Antonio into a World Class City by the Year 2020.

WHEREAS, starting in September, 2010, the SA2020 vision was created out of the efforts of thousands of San Antonians representing all corners of the city and is memorialized in the SA2020 2011 Report dated March 19, 2011, and is included herein by reference for all purposes.

WHEREAS, SA2020 has developed a report that outlines baseline data and targets in eleven specific vision areas which include designated targets, that when met, will satisfy San Antonians that the vision has become reality.

WHEREAS, the City of San Antonio is a recognized leader in the area of Arts and Culture, and is committed to assist as Lead Party in the effort to achieve the vision to enhance Arts and Culture.

WHEREAS, this Memorandum of Understanding delineates the responsibilities of the Parties;
NOW THEREFORE:

I. PURPOSE

The Parties have determined that The City of San Antonio can partner and collaborate with SA2020 in advancing the shared community goals of SA2020. The City of San Antonio has determined that the SA2020 Vision area of Arts and Culture and achieving the Arts and Culture targets as Lead Party are best aligned with The City of San Antonio's community investment goals. As such, The City of San Antonio intends to focus its efforts as Lead Party in these areas during the Term.

II. TERM

This agreement becomes effective when it has been signed by both Parties and will terminate on June 1, 2020.

III. ACKNOWLEDGMENTS

The Parties agree and acknowledge that the target(s) identified by The City of San Antonio and SA2020 in this agreement are derived from the SA2020 Report issued in 2011, and that these targets may be modified as agreed upon by the Parties as necessary to accomplish the goals and targets of the overall SA2020 initiative. The SA2020 report, which can be found in its entirety at: www.sa2020.org, is hereby incorporated for all purposes within this agreement

IV. RESPONSIBILITIES OF SA2020

SA2020 agrees:

- 4.1 When appropriate, to ensure that the City of San Antonio will receive booth space if exhibits are being established, to provide for recognition of the City of San Antonio on the SA2020 website, and will include the City of San Antonio on all collateral materials and press releases involving the area of Arts and Culture.
- 4.2 To provide recognition of the MOU and the City of San Antonio's "Lead Party" status on relevant collateral materials, the SA2020 website, and press releases.
- 4.3 To provide the vision area email list to The City of San Antonio.
- 4.4 Recognize The City of San Antonio at community and media events.
- 4.5 To support The City of San Antonio's commitments related to this MOU, as appropriate, including convening of SA2020 personnel or other key parties especially relating to the SA2020 specific vision area.
- 4.6 To provide an SA2020 certificate to The City of San Antonio for display that recognizes the City of San Antonio's role as Lead Party and its commitment to and leadership role in accomplishing the vision.
- 4.7 Not to use the SA2020 relationship, the City of San Antonio's name or logo in a fashion that would be inconsistent with the mission, values, goals and reputation of the City of San Antonio.
- 4.8 To permit the use of the SA2020 name and logo by The City of San Antonio as mutually agreed upon.
- 4.9 To appear from time to time at community, board and committee meetings, etc.

V. RESPONSIBILTIES THE CITY OF SAN ANTONIO

THE CITY OF SAN ANTONIO agrees:

- 5.1 To assume part of the official and public role in the SA2020 area as Lead Party of Arts and Culture.
- 5.2 To contribute to the identification of key indicators/targets to be championed by the City of San Antonio as well as the outcomes being sought.
- 5.3 To support and promote the goals of SA2020, and to serve as its consultant and advisor.
- 5.4 To assist with the development of vetting criteria and requirements for SA2020 endorsements in the area of Arts and Culture and assist with and make recommendations to SA2020 on the review of all subsequent requests for SA2020 endorsements.
- 5.5 To give SA2020 the right to use or permit the use of the City of San Antonio's name and logo as mutually agreed upon, and agrees to appear from time to time at community SA2020 events, board and committee meetings, etc..
- 5.6 To support leading the effort and convening of stakeholders as Lead Party to work towards the realization of SA2020 goals in the area of Arts and Culture.
- 5.7 To use existing and new alliances to promote and lead the community-wide effort to bring the SA2020 Arts and Culture vision to reality.
- 5.8 To report data relating to progress against the identified measures to the Texas Data Center on at least an annual basis of all Parties working in the area of Arts and Culture. Both the data to be reported, the format and the frequency of transmission will be mutually agreed upon in advance by the Parties working in the area of Arts and Culture and SA2020.
- 5.9 To display the relationship with SA2020 on websites, newsletters and any other collateral materials that are used for communication as the Parties mutually agree upon.
- 5.10 Not to use the SA2020 relationship, name or logo in a fashion that would be inconsistent with the mission, values, goals and reputation of SA2020.

VI. RELATIONSHIP OF THE PARTIES

- 6.1 Neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other. Neither Party hereto will be responsible for the acts or omissions of the other.
- 6.2 Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of employer-employee, principal-agent, parties, joint venture, or any other similar such relationship, between the parties.
- 6.3 Any and all of the employees of The City of San Antonio, wherever located, while engaged in the performance of any work under this Agreement shall be considered employees of The City of San Antonio only, and not of SA2020, and any and all claims that may arise from the

Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of The City of San Antonio.

6.4 In the event of a conflict or potential conflict of interest, the Parties agree to consult with each other in order to resolve the issue.

VII. TERMINATION OR AMENDMENT

For purposes of this Memorandum of Understanding, "termination" takes place when the term has expired. This Memorandum of Understanding may also be terminated by either party upon 30 calendar days' written notice. Any alterations, additions or deletions to this Memorandum of Understanding shall be by written amendment, signed by both SA2020 and The City of San Antonio.

SIGNED this ____ day of _____ 2012.

SA2020

THE CITY OF SAN ANTONIO

by _____

by _____

TITLE: President and Chief Executive Officer

TITLE:

Date

Date