

AN ORDINANCE 2007 - 03 - 15 - 0280

APPROVING A MEMORANDUM OF AGREEMENT WITH THE SAN ANTONIO AREA FOUNDATION TO COLLABORATE WITH ANIMAL CARE SERVICES ON STRATEGIC PLAN INITIATIVE PROJECTS FROM APRIL 1, 2007 THROUGH MARCH 31, 2008; AND APPROPRIATING FUNDS.

* * * * *

WHEREAS, on September 14, 2006 the City of San Antonio (City) City Council approved a resolution supporting the implementation of a community wide five-year Animal Care Services Strategic Plan (the Plan) that would challenge and lead the community to achieve a "no kill" goal by 2012; and

WHEREAS, the strategic priorities identified in the Plan to meet the central challenge are: 1.) increase community awareness and owner responsibility, 2.) reduce the number of strays/homeless animals, 3.) promote best practices among all animal care & protection organizations, 4.) implement effective public policy and ordinances, 5.) secure needed human and financial resources and 6.) foster the development of a consortium of partners that will enhance the standing of animal care services within various segments of the community; and

WHEREAS, the City and the San Antonio Area Foundation desire to enter into an agreement so that they may collaborate on issues that affect the care of companion animals in the community served; and

WHEREAS, this endeavor will foster the importance of community involvement and assist in addressing animal care issues in working towards the goal of the Plan; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is authorized to execute a Memorandum of Agreement with the San Antonio Area Foundation to collaborate with Animal Care Services on Strategic Plan initiative projects from April 1, 2007 through March 31, 2008. A copy of said Memorandum of Agreement is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Funding for this ordinance is available in Fund 29638000 Animal Care Services, Cost Center 3703010001 Kenneling Services General Ledger 5201040 Fees to Professional Contractors as part of the FY07 Budget.

SECTION 3. Payment not to exceed the FY 07 budgeted amount is authorized to the San Antonio Area Foundation and should be encumbered with a purchase order.

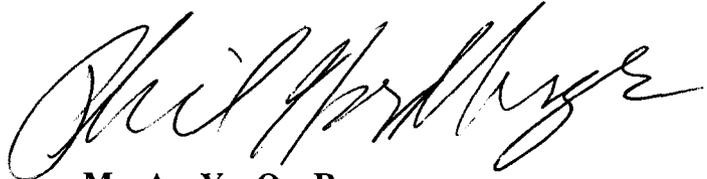
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the

MH/mgc
03/15/07
Item # 4

City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

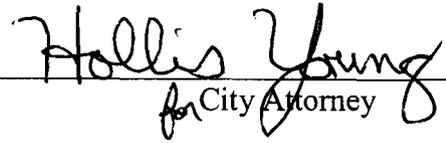
SECTION 5. This ordinance shall be effective on and after March 25, 2007.

PASSED AND APPROVED this 15th day of March, 2007.



**M A Y O R
PHIL HARDBERGER**

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Agenda Voting Results

Name: 4. An Ordinance approving a Memorandum of Agreement

Date: 03/15/07

Time: 09:52:40 AM

Vote Type: Multiple selection

Description: 4. An Ordinance approving a Memorandum of Agreement with the San Antonio Area Foundation to collaborate with Animal Care Services on Strategic Plan initiative projects from April 1, 2007 through March 31, 2008; and appropriating funds. [Presented by Pat DiGiovanni, Deputy City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3	Not present			
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

**MEMORANDUM OF AGREEMENT REGARDING COLLABORATION WITH
THE SAN ANTONIO AREA FOUNDATION AND ANIMAL CARE SERVICES
FOR THE STRATEGIC PLAN INITIATIVE**

This Memorandum of Agreement (Agreement) is entered into by and between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated _____, and the San Antonio Area Foundation, ("Foundation").

WHEREAS, the City Council approved the implementation of a community wide five year Animal Care Services Strategic Plan (Plan) in Resolution No. 2006R-09-14-1070; and

WHEREAS, the Plan allows the City's City Manager's Office to challenge and lead the community towards achieving a "no kill" goal by 2012; and

WHEREAS, the City and the Foundation have appropriated \$212,000.00 and \$235,000.00 respectively, in 2007 to achieve the goals of the Plan; and

WHEREAS, it is the desire of the City and the Foundation to enter into this Agreement so that they may collaborate on issues that affect the care of companion animals in the community we serve; and

WHEREAS, this collaborative endeavor will foster the importance of community involvement and assist in animal care issues including public education, responsible pet ownership and expanding available low cost or free spay/neuter resources; and

WHEREAS, it is solutions to these problems that will serve as the ultimate success of the Plan; NOW THEREFORE:

The City and Foundation agree as follows:

I. TERM

- 1.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on April 1, 2007 and shall terminate on March 31, 2008.
- 1.2 This Agreement may be renewed for a 1 year period by mutual agreement of the parties to this Agreement.

II. SCOPE OF WORK

- 2.1 Foundation agrees to:

a) contribute \$235,000.00 in support of the Plan and spend a portion of these monies for the following projects for the residents of the City and surrounding areas that will promote the reduction of the number of stray, homeless and feral dogs and cats roaming the streets and damaging property in the City of San Antonio. These projects include but are not limited to 1) a survey and survey methodology 2) educational materials for school age children and the General Public and 3) a Public Relations Campaign Plan and Implementation. Foundation and City agree that the scope of work for each of the above projects shall be mutually agreed upon by City and Foundation prior to their implementation.

b) create the Animal Services Community Initiative Animal Care Strategic Plan Consortium of Partners (Consortium) which will be composed of representatives of the City, Animal Care Services Advisory Board, the San Antonio Area Foundation, as well as other community representatives.

c) convene meetings of the Consortium

d) identify and assist in securing resources (human, financial, in-kind) needed to accomplish the strategic priorities identified in the Plan

2.2 City agrees to:

a) contribute \$90,000.00 to the Foundation on or before April 6, 2007 to be used for the purpose of support services associated with the Foundation's implementation of the Plan.

b) spend \$122,000.00 for the City's low-cost or no cost Animal Spay and Neuter program.

c) assist the Foundation in convening the meetings of the Consortium.

d) build community awareness of the Plan

e) assist in identifying and securing resources (human, financial, in-kind) needed to accomplish the Plan

III. RIGHT OF REVIEW

3.1 Foundation shall properly, accurately, and completely maintain all documents and accounting records pertaining to this Agreement and shall make such materials available to City, at all reasonable times and as often as City may deem necessary during the term of this Agreement, and for 4 years thereafter.

IV. COPYRIGHT

4.1 All works of authorship created pursuant to Article II of this Agreement, together with all copyrights therein, shall be owned jointly by City and Foundation, each

of which shall have equal rights to use and exploit such works of authorship without any duty to account to the other party, monetarily or otherwise.

V. INSURANCE

5.1 Foundation agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this Agreement, Foundation shall furnish an original completed Certificate(s) of Insurance and Additional Insured endorsement to the City Manager's Office. Said Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The Certificate will identify this Agreement by name or reference this Agreement. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and shall be mailed, transmitted or conveyed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsement shall have been properly delivered to the City Manager's Office. No officer or employee of the City shall have authority to waive this requirement.
- (B) The City reserves the right to review the insurance requirements of this Article before or during the effective period of the Agreement and any extension or renewal hereof and to reasonably require modification or amendment to the insurance coverages, limits and endorsements attached thereto, when deemed necessary and prudent by the City's Risk Manager. Such modifications or amendments will be made solely for the purpose of addressing changes in statutory law, court decisions, or circumstances surrounding this Agreement.
- (C) Foundation's financial integrity is of interest to City. Foundation shall have the right to maintain reasonable deductibles in such amounts as are approved by City. Foundation shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Foundation's sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise approved by City's Risk Manager in the following types and amounts:

<u>Policy Types</u>	<u>Amount</u>
1. Worker's Compensation Employer's Liability	Statutory \$500,000 per category
2. Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate limit
3. Crime Coverage theft, employee dishonesty	\$n/a

4. Business Hired/Nonowned Liability Auto	\$1,000,000 Combined Single Limit
5. Professional Liability	\$n/a
6. Builder's Risk	\$n/a
7. Environmental Impact Liability	\$n/a

- (D) The Foundation shall provide copies, at its expense, of any and all policies and endorsements requested by the City, including current and past declaration pages, schedules and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). City, at its expense, will review the policies and upon such request by the City, the Foundation shall exercise every reasonable effort to accomplish such changes in policy coverages, and shall pay the cost thereof.
- (E) Foundation agrees that with respect to the above required insurance, all insurance Contracts and Certificate(s) of Insurance will contain the following provisions:
- Name the City and its officers, employees, volunteers and elected representatives as additional insureds by endorsement as respects operations and activities of, or on behalf of, the named insured performed under this Agreement with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - The Foundation's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under the Agreement with the City of San Antonio.
 - Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.
- (F) Foundation shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance and endorsements. All notices shall be given to the City at the following address:

City of San Antonio
City Manager's Office
P.O. Box 839966

Nothing herein contained shall be construed as limiting in any way the extent to which Foundation may be held responsible for payments of damages to persons or property resulting from Foundation or its sub-contractors' performance of the work covered under this Agreement.

VI. INDEMNITY

- 6.1 **Foundation covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising solely out of, resulting from or related to Foundation's activities under this Agreement, including any acts or omissions of Foundation, any agent, officer, director, representative, employee, consultant or sub-contractor of Foundation, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting solely from the negligence of City, its elected officers, officers, employees, directors, or volunteers of the City. IN THE EVENT Foundation AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE City UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 6.2 **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**
- 6.3 **Foundation shall promptly advise the City in writing of any claim or demand against the City or Foundation known to Foundation related to or arising out of Foundation's activities under this Agreement.**

VII. CONFLICT OF INTEREST

- 7.1 Foundation acknowledges that it will comply with the Charter of the City and its Ethics Code which prohibit a City officer or employee, from having a financial interest in any Contract with the City or any City agency such as City owned utilities.

- 7.2 Foundation warrants and certifies, and this Agreement is made in reliance on the assurances that neither the Foundation nor any Foundation Officer's spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined in the City Ethics Code. Foundation further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

- 8.1 City may terminate this Agreement at any time, with or without cause.

IX. PROHIBITION OF POLITICAL ACTIVITIES

- 9.1 Foundation agrees that no funds provided by the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the project provided for in this Agreement be assigned to work for or on behalf of any political activity.
- 9.2 Foundation agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 9.3 To ensure that the above policies are complied with, Foundation shall provide every member of its regularly employed personnel paid out of City funds with a statement of the City's political activities policy and have each individual sign a statement acknowledging receipt of the policy.
- 9.4 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Foundation and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

X. ASSIGNMENT

- 10.1 Foundation shall not assign or transfer any of Foundation's interest in this Agreement without the written consent of the City Council of San Antonio. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XI. AMENDMENT

- 11.1 Any alterations, additions or deletions to these terms shall be by amendment in writing executed by both City and Foundation and evidenced by passage of a subsequent City ordinance.

XII. SUBCONTRACTING

- 12.1 It is agreed by the parties that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City at the City's expense.
- 12.2 Any work or services for sub-contracting, shall be sub-contracted only by written Contract. Compliance by sub-contractors with this Agreement shall be the responsibility of Foundation. Foundation agrees that payment for services of any sub-contractor shall be submitted to Foundation, and Foundation shall be responsible for all payments to subcontractors.

XIII. OFFICIAL COMMUNICATIONS

- 13.1 For purposes of this Agreement, all official communications and notices among the parties shall be in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Deputy City Manager
Pat DiGiovanni
P.O. Box 839966
San Antonio, TX 78283

Foundation:

San Antonio Area Foundation
Attention: Clarence R. Williams, President/CEO
110 Broadway, Suite 230
San Antonio, TX 78205

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. VENUE

- 14.1 Foundation and City agree that Agreement shall be construed in accordance with the laws of the State of Texas. Any action or proceeding brought to adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. INDEPENDENT CONTRACTOR

- 15.1 It is expressly understood and agreed that the Foundation is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible for Foundations acts, and that neither party has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

- 15.2 Nothing contained here shall be deemed or construed by the parties or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar relationship.
- 15.3 Any and all of the employees of the Foundation, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the Foundation only, and not of the City, 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 Foundation.

XVI. COMPLIANCE

- 16.1 City and Foundation shall perform its obligations under this Agreement in compliance with all applicable federal, state, local laws, rules and regulations.

XVII. ENTIRE CONTRACT

- 17.1 This Agreement and its attachments, if any, constitute the entire contract between the parties and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or Contracts, either oral or written.

In witness of which this Memorandum of Agreement has been executed effective the _____ day of _____, 2007.

CITY OF SAN ANTONIO:

SAN ANTONIO AREA FOUNDATION:

City Manager

San Antonio Area Foundation

110 Broadway, Suite 230

San Antonio, TX 78205

APPROVED AS TO FORM:

City Attorney

President/CEO

Board Chair (if required by Agency)

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WHEREAS, the Plan allows the City's City Manager's Office to challenge and lead the community towards achieving a "no kill" goal by 2012; and

WHEREAS, the City and the Foundation have appropriated \$212,000.00 and \$235,000.00 respectively, in 2007 to achieve the goals of the Plan; and

WHEREAS, it is the desire of the City and the Foundation to enter into this Agreement so that they may collaborate on issues that affect the care of companion animals in the community we serve; and

WHEREAS, this collaborative endeavor will foster the importance of community involvement and assist in animal care issues including public education, responsible pet ownership and expanding available low cost or free spay/neuter resources; and

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V. INSURANCE

- 5.1 Foundation agrees to comply with the following insurance provisions:
- (A) Prior to the commencement of any work under this Agreement, Foundation shall furnish an original completed Certificate(s) of Insurance and Additional Insured endorsement to the City Manager's Office. Said Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The Certificate will identify this Agreement by name or reference this Agreement. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and shall be mailed, transmitted or conveyed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsement shall have been properly delivered to the City Manager's Office. No officer or employee of the City shall have authority to waive this requirement.
 - (B) The City reserves the right to review the insurance requirements of this Article before or during the effective period of the Agreement and any extension or renewal hereof and to reasonably require modification or amendment to the insurance coverages, limits and endorsements attached thereto, when deemed necessary and prudent by the City's Risk Manager. Such modifications or amendments will be made solely for the purpose of addressing changes in statutory law, court decisions, or circumstances surrounding this Agreement.

(C) Foundation’s financial integrity is of interest to City. Foundation shall have the right to maintain reasonable deductibles in such amounts as are approved by City. Foundation shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Foundation’s sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise approved by City’s Risk Manager in the following types and amounts:

<u>Policy Types</u>	<u>Amount</u>
1. Worker's Compensation Employer's Liability	Statutory \$500,000 per category
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3. Crime Coverage theft, employee dishonesty	\$n/a
4. Business Hired/Nonowned Liability Auto	\$1,000,000 Combined Single Limit
5. Professional Liability	\$n/a
6. Builder's Risk	\$n/a
7. Environmental Impact Liability	\$n/a

(D) The Foundation shall provide copies, at its expense, of any and all policies and endorsements requested by the City, including current and past declaration pages, schedules and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). City, at its expense, will review the policies and upon such request by the City, the Foundation shall exercise every reasonable effort to accomplish such changes in policy coverages, and shall pay the cost thereof.

(E) Foundation agrees that with respect to the above required insurance, all insurance Contracts and Certificate(s) of Insurance will contain the following provisions:

- Name the City and its officers, employees, volunteers and elected representatives as additional insureds by endorsement as respects operations and activities of, or on behalf of, the named insured performed under this Agreement with the City, with the exception of the workers’ compensation and professional liability policies;
- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

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WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE City UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 6.2 **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**
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- 9.1 **Foundation agrees that no funds provided by the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the project provided for in this Agreement be assigned to work for or on behalf of any political activity.**
- 9.2 **Foundation agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.**
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- 9.4 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Foundation and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

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City:

Deputy City Manager
Pat DiGiovanni
P.O. Box 839966
San Antonio, TX 78283

Foundation:

San Antonio Area Foundation
Attention: Clarence R. Williams, President/CEO
110 Broadway, Suite 230
San Antonio, TX 78205

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. VENUE

- 14.1 Foundation and City agree that Agreement shall be construed in accordance with the laws of the State of Texas. Any action or proceeding brought to adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. INDEPENDENT CONTRACTOR

- 15.1 It is expressly understood and agreed that the Foundation is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible for Foundations acts, and that neither party has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 15.2 Nothing contained here shall be deemed or construed by the parties or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar relationship.
- 15.3 Any and all of the employees of the Foundation, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the Foundation only, and not of the City, 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 Foundation.

XVI. COMPLIANCE

16.1 City and Foundation shall perform its obligations under this Agreement in compliance with all applicable federal, state, local laws, rules and regulations.

XVII. ENTIRE CONTRACT

17.1 This Agreement and its attachments, if any, constitute the entire contract between the parties and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or Contracts, either oral or written.

In witness of which this Memorandum of Agreement has been executed effective the 30th day of April, 2007.

CITY OF SAN ANTONIO:

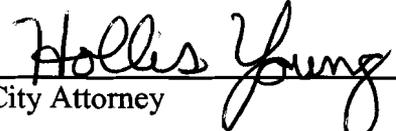


for City Manager

SAN ANTONIO AREA FOUNDATION:

San Antonio Area Foundation
110 Broadway, Suite 230
San Antonio, TX 78205

APPROVED AS TO FORM:



for City Attorney



President/CEO

Board Chair (if required by Agency)

