

AN ORDINANCE 2014-12-04-0965

AUTHORIZING THE ACCEPTANCE OF A \$200,000.00 GRANT FROM THE NATIONAL RECREATION AND PARK ASSOCIATION TO PROVIDE IMPROVEMENTS AND FITNESS PROGRAMMING AT LABOR STREET/VICTORIA COMMONS PARK LOCATED IN COUNCIL DISTRICT 1; AUTHORIZING THE AMENDMENT OF THE FY 2015-2020 CAPITAL IMPROVEMENT PROGRAM BUDGET, AND EXECUTING A LICENSE AGREEMENT WITH THE SAN ANTONIO HOUSING AUTHORITY FOR USE OF THEIR PROPERTY.

* * * * *

WHEREAS, the Coca Cola Company approached the National Recreation and Park association (NRPA) with grant funds to create an urban space for teens to recreate and participate in fitness in the park activities in San Antonio; and

WHEREAS, based on grantor's requirements and preferred location, Labor Street/Victoria Commons Park was identified to receive these funds; and

WHEREAS, no formal submission for this award was required; and

WHEREAS, Labor Street/Victoria Commons became a City park earlier this year with the cooperative property exchange between the Parks and Recreation Department, San Antonio Housing Authority (SAHA) and the Center City Development Office; and

WHEREAS, while currently there is an open play area located in the park, additional development and rehabilitation is required to maximize the use of this parcel for park activities; and

WHEREAS, prior to the property transfer, SAHA commissioned a master plan with public input from the surrounding neighborhood; and

WHEREAS, the grant funds will be used to construct outdoor fitness equipment, augment the kickball area, and provide fitness programming; and

WHEREAS, the fitness programming will be open to the public with a number of classes developed specifically for the teen age demographic; and

WHEREAS, some of the programs may include, but are not limited to, teen boot camps, teen circuit training, sports conditioning, sports clinics, teen RoTenGo programs, kickball leagues and teen exercise groups; and

WHEREAS, funds will also be used to rehabilitate the existing basketball court and open play area on SAHA property, consistent with the master plan for this area; and

WHEREAS, all the improvements made to these properties will offer valuable resources to connect neighborhoods to fitness and recreational opportunities for all to enjoy; and

WHEREAS, the execution of the license agreement allows the City to utilize the basketball court and open play area to provide recreation for the public; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the Parks and Recreation Department or his designee is authorized to accept a \$200,000.00 grant from the National Recreation and Park Association (NRPA) to provide improvements and fitness programming at Labor Street/Victoria Commons Park located in Council District 1. A copy of said grant in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee is further authorized to execute any and all necessary documents to effectuate said acceptance of funds.

SECTION 3. The City Manager or her designee, or the Director of Parks and Recreation Department or his designee is hereby authorized to execute a license agreement with the San Antonio Housing Authority for use of their property in carrying out the purposes of the above referenced grant. A copy of said license agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment II**.

SECTION 4. Fund 29826000, Internal Order 826000000033 and General Ledger 4502220 are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant. The sum of \$200,000.00 from the NRPA will be appropriated as per the table below:

Amount	General Ledger	Internal Order	Fund
\$23,500.00	5201040	826000000033	29826000
\$4,500.00	5203040	826000000033	29826000
\$22,000.00	5304070	826000000033	29826000
\$150,000.00	6102100	826000000033	29826000
Total Amt \$200,000.00			

SECTION 5. Funds are authorized to be received in the amount of \$150,000.00 from the National Recreation and Park Association (NRPA) and appropriated into SAP Fund 29826000, SAP Internal Order # 826000000033, SAP GL account 6102100 - Interfund Transfer out entitled From 29826000 to 26-000635-90-10-01. The amount of \$150,000.00 is authorized to be transferred to SAP Fund 46099000.

SECTION 6. The budget in SAP Fund 46099000, Grants Other Projects, SAP Project Definition 26-00635, Victoria Commons Park, shall be revised by increasing SAP WBS Element 26-000635-90-10-01 entitled Transfer from I/O# 826000000033, SAP GL Account 6101100 – Interfund Transfer In, by the amount of \$150,000.00.

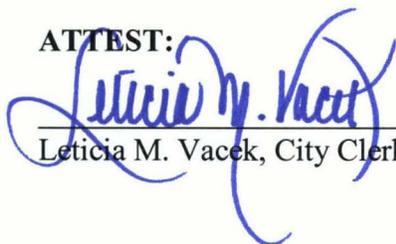
SECTION 7. The amount up to \$150,000.00 is appropriated in SAP Fund 46099000, Grants Other Projects, SAP Project Definition 26-00635, Victoria Commons Park, SAP WBS Element 26-00635-05-02-01, entitled Construction Costs, SAP GL Account 5201140.

SECTION 8. 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 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.

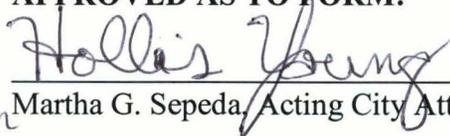
SECTION 8. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 4th day of December, 2014.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


for Martha G. Sepeda, Acting City Attorney

Agenda Item:	25						
Date:	12/04/2014						
Time:	09:43:11 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the acceptance of a \$200,000.00 grant from the National Recreation and Park Association to provide improvements and fitness programming at Labor Street/Victoria Commons Park located in Council District 1; authorizing the amendment of the FY 2015-2020 Capital Improvement Program budget, and executing a license agreement with San Antonio Housing Authority for use of their property. [Gloria Hurtado, Assistant City Manager; Xavier Urrutia, Director, Parks & Recreation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
	District 1	x					
Keith Toney	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated _____ (Effective Date), is made between **National Recreation and Park Association**, a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of San Antonio Parks and Recreation Department**, a provider of park, recreation, or community services in San Antonio, Texas (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Fifty Thousand Dollars (**\$50,000**) made available to qualifying organizations for the implementation of agreed upon public park programming (Programming).

In collaboration with The Coca-Cola Company, NRPA is managing the administration of grants intended to provide Programming in active spaces within public parks. Having been selected as a recipient of funding through this initiative, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

2. Programming Funding

- A. Within 30 days upon execution of this MOU, NRPA will send Grantee a check in the amount of Fifty Thousand Dollars (**\$50,000**) for funding of agreed upon Programming-related expenditures.
- B. Funds will be distributed by NRPA. No matching funds are required.

3. Grantee Requirements

Funding will be implemented to provide Programming at Victoria Commons Park throughout 2015 and 2016 as outlined in your October 24, 2014 proposal for the following:

- Fitness in the Park supplies and participant incentives: \$5,000
- RoTenGo program and annual events: \$25,000
- Kickball league and equipment: \$20,000

Grantee will:

- A. Submit reports on Programming activities to NRPA as requested
- B. Submit a financial summary of how the grant funds were utilized upon completion of the Programming
- C. Host a site visit(s) by NRPA and/or The Coca-Cola Company if requested
- D. Incorporate into the Programming some form of donor recognition (e.g. logo) to be mutually agreed upon in advance
- E. Host special event(s) sponsored by The Coca-Cola Company at the Programming location on a mutually agreed upon date(s) if requested. Special events may include, but are not limited to kickball tournaments, community field days, and sports clinics with local athletes. Any event to be mutually agreed upon in advance.
- F. Promote receipt of grant and success of Programming through press release and ongoing social media
- G. In subsequent years, Grantee will in good faith and to the best of its abilities seek additional funding to sustain Programming at continued or enhanced levels.



4. Programming Evaluation

NRPA and The Coca-Cola Company may request that the Grantee track and collect data on Programming-related activities. Information requested may include, but is not limited to Programming participation metrics, and the administering of surveys to individuals upon completion of Programming. Any such data collection activities to be mutually agreed upon in advance.

5. Promotion

NRPA and The Coca-Cola Company may use the Grantee and/or park names, photos, and/or information in connection with the Programming for promotional or other purposes, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

6. Limits of Liability

Neither NRPA, nor The Coca-Cola Company or any of its respective parents, subsidiaries, affiliates, officers, directors or employees shall be liable to Grantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this Programming hereunder.

7. Confidentiality

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel. Notwithstanding the preceding, NRPA and the Coca-Cola Company acknowledge and agree that all records in the possession of the Grantee are subject to the provisions of the Texas Public Information Act and will be withheld from disclosure or released according to the provisions of that Act.

8. Term

The term of this MOU will commence on the Effective Date and shall continue until December 31, 2016.

9. Termination

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. The non-performing party shall have sixty (60) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.



National Recreation and Park Association

These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth below.

**NATIONAL RECREATION AND
PARK ASSOCIATION**

By: _____
Printed Name: _____
Title: _____
Date: _____

**SAN ANTONIO PARKS AND
RECREATION DEPARTMENT**

By: _____
Printed Name: _____
Title: _____
Date: _____



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective _____, 2014, is made between **National Recreation and Park Association**, a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of San Antonio Parks and Recreation Department**, a provider of park, recreation, or community services in San Antonio, Texas (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of One-Hundred Fifty Thousand Dollars (**\$150,000**) made available to qualifying organizations for the implementation of agreed upon public park improvements (Project).

In collaboration with The Coca-Cola Company, NRPA is managing the administration of grants intended to build, renovate or restore active spaces within public parks. Having been selected as a recipient of funding through this initiative, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

2. Project Funding

- A. Within 30 days upon execution of this MOU, NRPA will send Grantee a check in the amount of One-Hundred Fifty Thousand Dollars (**\$150,000**) for funding of agreed upon improvements at Victoria Commons Park.
- B. Funds will be distributed by NRPA. No matching funds are required.

3. Grantee Requirements

Grantee will:

- A. Build, renovate or restore active space(s) at Victoria Commons Park, as described below:
 - Installation of outdoor fitness equipment
 - Rehabilitation of basketball court
 - Improvements to kickball field
- B. Complete Project by May 31, 2015
- C. Submit monthly reports to NRPA as requested. Each report must include:
 - Summary of the Project status
 - Timeline for Project completion
 - Photos showing current progress
- D. Submit a financial summary of how the grant funds were utilized upon completion of the Project
- E. Host a site visit(s) by NRPA and/or The Coca-Cola Company
- F. Incorporate into the Project some form of donor recognition via either a sign or structure in the space (e.g. branded bench, scoreboard, etc.) to be mutually agreed upon in advance
- G. Host special event(s) sponsored by The Coca-Cola Company at the Project location on a mutually agreed upon date(s). Special events may include, but are not limited to kickball tournaments, community field days, and sports clinics with local athletes. Any event to be mutually agreed upon in advance.
- H. Promote receipt of grant and success of Project through press release and ongoing social media

4. Promotion



NRPA and The Coca-Cola Company may use the Grantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

5. Limits of Liability

Neither NRPA, nor The Coca-Cola Company or any of its respective parents, subsidiaries, affiliates, officers, directors or employees shall be liable to Grantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this Project hereunder.

6. Confidentiality

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel. Notwithstanding the preceding, NRPA and the Coca-Cola Company acknowledge and agree that all records in the possession of the Grantee are subject to the provisions of the Texas Public Information Act and will be withheld from disclosure or released according to the provisions of that Act.

7. Term

The term of this MOU will commence on the Effective Date and shall continue until May 31, 2015.

8. Termination

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Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth below.

**NATIONAL RECREATION AND
PARK ASSOCIATION**

**SAN ANTONIO PARKS AND
RECREATION DEPARTMENT**

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

SAN ANTONIO HOUSING AUTHORITY USE/LICENSE AGREEMENT

THIS USE/LICENSE AGREEMENT (the "Agreement") is entered into effective as of the November 15, 2014, by and between the San Antonio Housing Authority, a Texas housing authority (the "Owner"), and City of San Antonio Parks & Recreation Department, San Antonio, Texas (the "Licensee").

Licensee desires to have the non-exclusive use of the Owner's property at 400 Labor Street in San Antonio, Bexar County, Texas (the "Property") to promote their Recreation and Exercise programs. A legal description of the Property is attached hereto as Exhibit A., with Site Plan as Exhibit B.

Owner has agreed to allow Licensee to have such non-exclusive use of the Property only upon the terms and conditions contained in this Agreement, which terms and conditions Licensee accepts.

Now, therefore, in consideration of the agreements and covenants contained in this Agreement, which the parties acknowledge are sufficient consideration, Owner and Licensee agree as follows:

1. **RIGHT TO USE.** Licensee shall have the non-exclusive right to use the Property, the open field south east of the existing building and the basketball concrete pad.; starting on November 15, 2014 and continuing until November 30, 2019, to promote their basketball and exercise programs (the "Approved Use").
2. **CITY PERMITS.** Licensee understands that it is Licensee's sole responsibility to acquire and maintain any permits, licenses, or other approvals required by the City of San Antonio or other regulatory authority for the Approved Use. Upon request by Owner, Licensee agrees to provide proof of all appropriate permits, licenses, or approvals.
3. **SECURITY.** Licensee agrees to be solely responsible for the provision of adequate personal and property security service coverage for employees, invitees, and attendees on the Property during the term of this Agreement.
4. **INDEMNITY.** Licensee shall indemnify and hold harmless the Owner, its officers, Directors, agents, legal representatives and employees from all liability, suits, actions or claims of any character, type, or description brought or made for or on account of any and all losses, injuries or damages received or sustained by Licensee or Licensee's board members, employees, invitees, patrons, guests or visitors, or any other person or persons or property, arising out of, or occasioned by Licensee's use of the Property **REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF OWNER. LICENSEE ACKNOWLEDGES AND AGREES**

THAT IT IS INDEMNIFYING OWNER FOR THEIR OWN SOLE AND/OR PARTIAL NEGLIGENCE.

Owner, its officers, Directors, agents, legal representatives and employees shall not be liable or responsible for, and shall be saved and held harmless by Licensee, Licensee's board members, employees, invitees, patrons, guests or visitors (including inspectors and other attendees), and any other person or persons from and against any and all claims and damages of every kind, for injury to or death of Licensee's board members, employees, invitees, patrons, guests or visitors, or to any other person or persons and for damage to or loss of property, arising out of or attributed to, directly or indirectly, to the Licensee's use of the Property.

Owner, its officers, Directors, agents, legal representatives and employees shall not be liable to any person or entity for any damage to person or property due to the condition of the Property. Owner has not performed an inspection of the Property in connection with its proposed use by Licensee; however, Licensee agrees and represents that it has inspected the Property and deems the Property suitable and safe for the proposed use by Licensee. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, OWNER AND LICENSEE AGREE THAT THE LICENSE DESCRIBED HEREIN IS BEING GRANTED FOR USE OF THE PROPERTY IN ITS "AS IS" CONDITION, WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THAT THERE IS NO WARRANTY BY OWNER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE, INCLUDING THE PURPOSE STATED HEREIN. LICENSEE ACKNOWLEDGES AND STIPULATES THAT LICENSEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON LICENSEE'S OWN EXAMINATION OF THE PROPERTY. LICENSEE ACCEPTS THE LICENSE WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.

5. CONDUCT. Licensee is solely responsible for the conduct of Licensee's employees, invitees, patrons, guests or visitors or any other person or entity present during the Approved Use on behalf of Licensee.
6. DAMAGE TO THE PROPERTY. Licensee shall be responsible for any damage or destruction to the Property which occurs as a result of the conduct of Licensee and such persons who are present during the Approved Use at the invitation of, or on behalf of, Licensee. **Licensee agrees to reimburse Owner, immediately upon demand, any sums required for cleanup or repair of the Property.** Owner is not liable to Licensee and its attendees for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft or vandalism unless otherwise required by law.
7. REMOVAL OF ITEMS. **Owner is not responsible for any personal items left at the Property. Licensee agrees, upon completion of the term of this Agreement, to**

promptly clean up the Property and remove all personal items from the Property. Any items that are not removed will be disposed of.

8. TERMINATION. Owner and Licensee shall each have the right to terminate this Agreement for any reason, including but not limited to the non-payment of any required fees or deposits, by giving a 30-day written notice to the other party.
9. ASSIGNMENT. This Agreement may not be assigned by the Licensee.
10. INSURANCE. At the request of Owner, Licensee must provide proof of insurance in an amount and form acceptable to Owner.
11. NOTICES. All notices, requests, and other communications that a party is required or elects to give shall be in writing and delivered personally, or by facsimile, or by certified United States mail return receipt requested to the following addresses:

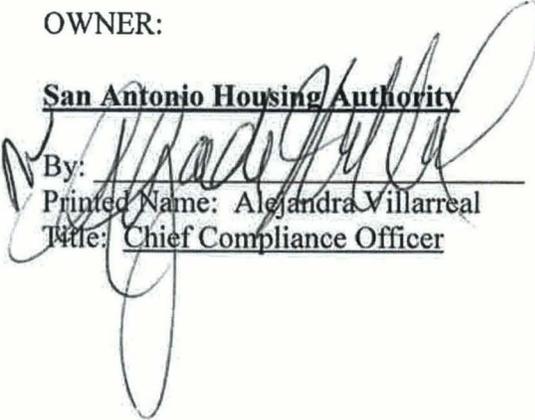
Licensee: City of San Antonio Parks & Recreation Department
Attn: Xavier Urrutia
"Xavier Urrutia (Parks)" <Xavier.Urrutia@sanantonio.gov>
San Antonio, Texas 78204

Owner: San Antonio Housing Authority
Attn: Ramiro Maldonado
818 South Flores
San Antonio, Texas 78204
12. NON-WAIVER. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
13. GOVERNING LAW; VENUE. This Contract shall be governed by the laws of the State of Texas and venue shall be in Bexar County, Texas.
14. AMENDMENT. This Agreement may be amended only by a written instrument signed by both parties.
15. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties regarding the subject matter hereof.
16. ADDITIONAL PROVISION(S): In the event of a successful award of grant funding for the 400 Labor St. building and adjacent open area, the basketball court area will be reviewed for design/development and consideration of demolition for the area to be in compliance with future planning efforts.

IN WITNESS WHEREOF, Owner and Licensee have executed this Agreement as of the date set forth above.

OWNER:

San Antonio Housing Authority

By: 
Printed Name: Alejandra Villarreal
Title: Chief Compliance Officer

LICENSEE:

SA Parks & Recreation Department

By: _____
Printed Name: Xavier Urrutia
Title: Director

Revised 2-5-14

EXHIBIT A : Legal Description

1.255 Acres out of NCB 886, 3591 and 6135, Victoria Courts Project Tex 6-3, Housing Authority of the City of San Antonio, Texas

And

BEING A 1.950-ACRE (84,942 SQUARE FEET) TRACT OF LAND OUT OF NEW CITY BLOCK 3591, 6135, AND 886, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, SAID 1.950-ACRE TRACT BEING OUT OF VICTORIA COURTS, PROJECT NO. TEX 6-3, HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS, RECORDED IN VOLUME 1857, PAGE 173, DEED RECORDS (DR) OF BEXAR COUNTY, TEXAS (ALL RECORDS CITED HEREIN ARE RECORDED IN BEXAR COUNTY, TEXAS) SAID 1.950-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NORTH AMERICAN DATUM OF 1983, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

Revised 7-30-12

