

101283

AN ORDINANCE

AUTHORIZING THE ALLOCATION OF \$1,674.15 TO BE PAID FROM FY99 DISTRICT 7 ONE TIME PROJECT FUNDS TO THE ANIMAL RESOURCE CENTER TO PROVIDE FOR FREE SPAY/NEUTERING SERVICES; AS REQUESTED BY COUNCILMEMBER ELENA K. GUAJARDO OF COUNCIL DISTRICT 7.

* * * * *

WHEREAS, Councilmember Elena K. Guajardo, District 7, has requested that the City Council concur in redirecting \$1,674.15 from the District 7 Fiscal Year 1998-1999 One-Time Projects Budget to provide funding for free animal spay/neutering services; and

WHEREAS, the requested funds would off-set certain expenses which City Council hereby finds support municipal public purposes; and

WHEREAS, a sufficient balance exists in the District 7 Fiscal Year 1998-1999 One-Time Project Budget to support this request and said funds must now be re-allocated for this purpose; **NOW THEREFORE:**

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

SECTION 1. The request of City Councilmember Elena K. Guajardo, District 7, which is attached to this Ordinance as Exhibit 1, is hereby approved.

SECTION 2. The City Manager or a designee, is hereby authorized to execute an agreement with an authorized representative of the Animal Resource Center which set out the terms and conditions for receiving and using public funds. A substantially final copy of the agreement is attached to this Ordinance as Exhibit II and will be replaced with a fully executed agreement upon final execution by the parties.

SECTION 3. Funds in the amount of \$1,674.15 are authorized to be paid from Fund 11001000, Cost Center 7002070001, General Ledger 5201040. The funds are payable to Animal Resource Center and are to be encumbered when a purchase order is issued.

SECTION 4: The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director 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 on the tenth (10th) day after the date of passage.

PASSED AND APPROVED this 25th day of August 2005.

ATTEST: *Lucia Y. Vaca*
City Clerk

Phil Hardberger
MAYOR
PHIL HARDBERGER

APPROVED AS TO FORM: *Tom Zurbuchen*
Acting City Attorney

Exhibit

I

City of San Antonio
Office of the City Council
Interdepartmental Correspondence Sheet

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

AUG 19 AM 9:56

TO: Mayor & Council

FROM: Councilwoman Elena K. Guajardo, District 7

COPIES TO: J. Rolando Bono, City Manager; Leticia Vacek, City Clerk; Martha Zepeda, Acting City Attorney; Milo Nitschke, Director of Finance; Peter Zaroni, Director, Office of Budget & Management; Gayle McDaniel, Assistant to City Council; Assistant's to the Mayor

SUBJECT: Agenda Item Request

DATE: August 18, 2005

I respectfully request Council concurrence to place on the October 25, 2005 Council agenda an allocation of \$1,674.15 to be paid from FY 1999 District 7 One Time Project Funds to the Animal Resource Center. These funds will provide for free Spay/Neutering services. Your favorable consideration of this matter is appreciated.


ELENA K. GUAJARDO, DISTRICT 7

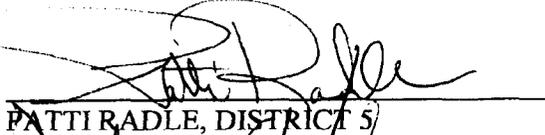

PHIL HARDEBERGER, MAYOR


ROGER O. FLORES, DISTRICT 1

SHEILA D. MCNEIL, DISTRICT 2

ROLAND GUTIERREZ, DISTRICT 3

RICHARD PEREZ, DISTRICT 4


PATTI RADLE, DISTRICT 5


LETICIA HERRERA, DISTRICT 6


ART A. HALL, DISTRICT 8


KEVIN A. WOLFF, DISTRICT 9


CHIP HAASS, DISTRICT 10

Exhibit
II

**AGREEMENT TO USE FUNDS
Of the City of San Antonio**

THIS AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“**CITY**”) acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on August 25, 2005, and the Animal Resource Center, (“**RECIPIENT**”) by and through its Chairman, William H. Craig, DVM;
WITNESSETH:

WHEREAS, Recipient is headquartered in Bexar County, Texas with a mailing address at 1615 S. Laredo Street, San Antonio, Texas 78207; and

WHEREAS, Recipient has submitted a \$1,674.15 request to the City to provide funds to be used to offset the cost associated with spay/neutering services provided free of charge; and

WHEREAS, pursuant to Ordinance No. 100192, passed and approved on December 16, 2004, the City Council adopted guidelines that authorized the expenditure of funds for the benefit of the citizens of the City of San Antonio, which is the goal of both parties hereto; and

WHEREAS, pursuant to said Ordinance, the City Council has found that such expenditures serve a municipal purpose by providing funds to the Animal Resource Center for the purpose stated above; and

WHEREAS, the City has allocated \$1,674.15 from the District 7 One Time Project Budget for the above-described expenditure for the provision of free spay/neutering services; **NOW THEREFORE:**

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio and to support the Animal Resource Center for the provision of free spay/neutering services, the parties herein agree as follows:

1. In consideration of the payment of the sum of \$1,674.15 to **RECIPIENT** by the **CITY**, **RECIPIENT** agrees to spend these funds only in connection with the provision of free spay/neutering services. **RECIPIENT** agrees to provide **CITY** with invoices to support the expenditure under this Agreement no later than thirty (30) days from the date that **RECIPIENT** makes such expenditure.
2. Accounting records for expenditures shall be maintained by **RECIPIENT** in accordance with generally accepted accounting practices, and shall be subject to audit by the **CITY** or its contracted auditor. These records shall be maintained for a period of three years from the effective date of this Agreement.
3. This Agreement will commence immediately upon execution hereof upon authorization of Ordinance No. _____, passed and approved on August 25, 2005.

4. Any literature signs or print advertising of any type appearing on any medium which refers to or which is paid for by funds received as result of this Agreement shall contain the words, "Paid for by The City of San Antonio."

5. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.

6. In the event that all of the above-described funds are not used for the purposes set out in Section 1 of this Agreement and in accordance with all terms and provisions hereof, **RECIPIENT** agrees to refund any amounts to the **CITY** which were not used in accordance with these terms within thirty (30) days of the end of the Project or the end of fiscal year, whichever occurs earlier.

7. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

8. **INSURANCE**

RECIPIENT shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this **AGREEMENT**, **RECIPIENT** will attach a waiver of subrogation in favor of the **CITY**.

RECIPIENT shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the **CITY** be required to maintain any insurance coverage for **RECIPIENT**.

9. **INDEMNITY**

Any and all of the employees of the **RECIPIENT**, wherever located, while engaged in the performance of any work required by the **CITY** under this **AGREEMENT** shall be considered employees of the **RECIPIENT** 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 **RECIPIENT**

The **RECIPIENT** indemnifies, saves, and holds harmless the **CITY** against all claims, demands, actions or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any Workers' Compensation claim of whatsoever character arising herein.

10. **RECIPIENT** shall not engage in employment practices which have the effect of

discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

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

City: J. Rolando Bono, City Manager
P.O. Box 839966
San Antonio, Texas 78283

Recipient: William H. Craig, DVM
Animal Resource Center
1615 S. Laredo Street
San Antonio, Texas 78207
(210) 351-7729

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.

12. If any provision of this agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.

13. The signer of this Agreement for **RECIPIENT** represents, warrants, assures and guarantees he or she has full legal authority to execute this Agreement on behalf of **RECIPIENT** and to bind **RECIPIENT** to all of the terms, conditions, provisions and obligations herein contained.

IN WITNESS OF WHICH this Agreement has been executed on this the _____ day of _____, 2005.

CITY OF SAN ANTONIO

ANIMAL RESOURCE CENTER

By: _____

J. Rolando Bono
City Manager

By: _____

William H. Craig, DVM
Chairman

APPROVED AS TO FORM: _____

Acting City Attorney