

AN ORDINANCE 2007-09-20-1012

AUTHORIZING A SPECIAL EVENTS AGREEMENT WITH THE SAN ANTONIO PARKS FOUNDATION TO PRODUCE CELEBRATE SAN ANTONIO (THE CITY OFFICIAL NEW YEAR'S EVE EVENT), THE JULY 4TH CELEBRATION (THE CITY OFFICIAL JULY 4TH CELEBRATION) AND JAZZ'SALIVE ON CITY PROPERTY ON AN ANNUAL BASIS.

* * * * *

WHEREAS, since 1984, the City and the Parks Foundation have worked together to produce special events for the citizens of San Antonio; and

WHEREAS, the development of this proposed special events agreement will serve to formalize this relationship and further illustrate the collaboration between the parties setting forth common understandings regarding these productions and defining specific insurance requirements necessary for special events; and

WHEREAS, funds raised by the Parks Foundation through special events and other fundraising efforts support capital improvements to the City parks system, provide for land acquisition of dedicated park space and natural areas, and provide grant services in support of the City parks system; and

WHEREAS, the Parks Foundation also maintains bank accounts for multiple park projects, including Arneson River Theatre Restoration Fund, Japanese Tea Garden Renovation Fund, Madison Square Park Fund, and Milam Park Fund; **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 Special Events Agreement with the San Antonio Parks Foundation to produce Celebrate San Antonio (the City official New Year's Eve event), the July 4th Celebration (the City official July 4th celebration) and Jazz'SAlive on City property on an annual basis. A copy of said agreement is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. 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.

SW/mgc
09/20/07
Item # 32

SECTION 3. This ordinance shall be effective on and after September 30, 2007.

PASSED AND APPROVED this 20th day of September, 2007.

Diane Librion
for M A Y O R
PHIL HARDBERGER

ATTEST: *Leticia M. Reed*
City Clerk

APPROVED AS TO FORM: *Hollis Young*
for City Attorney

SPECIAL EVENTS AGREEMENT

THIS AGREEMENT FOR SPECIAL EVENTS ("Agreement" or "License Agreement") is entered into effective as of the ____ day of _____, 2007, by and between City of San Antonio ("CITY"), acting herein through its City Manager, or her designated representative, pursuant to Ordinance No. _____, passed and approved by the City Council on the ____ day of _____, 2007, and San Antonio Parks Foundation ("FOUNDATION"), acting by and through its duly authorized officers.

BACKGROUND

Since 1984, CITY and FOUNDATION have worked together to produce special events for the citizens of San Antonio. The FOUNDATION works with the CITY to produce Celebrate San Antonio (the CITY's official New Year's Eve celebration), the July 4th Celebration (the CITY's official July 4th celebration), and Jazz'SALive held in Travis Park. This Agreement is intended to formalize the relationship and further illustrate the collaboration between the parties setting forth common understandings regarding these productions and providing for the provision of insurance by FOUNDATION, as approved by CITY.

Through special events and other fundraising efforts, the FOUNDATION provides support for capital improvements to the CITY'S Parks System, provides land acquisition for dedicated park space and natural areas, provides grant services in support of the CITY's Parks System, and maintains bank accounts for multiple park projects, including Arneson River Theater Restoration Fund, Japanese Tea Garden Renovation Fund, Madison Square Park Fund, and Milam Park Fund.

NOW, THEREFORE, in consideration of the Licensed Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and FOUNDATION agree as follows:

I. APPOINTMENT OF FOUNDATION AS COORDINATOR

- 1.1 CITY does hereby appoint FOUNDATION, and FOUNDATION does accept the appointment, of the official coordinator of the events known as Celebrate San Antonio, the July 4th Celebration, and Jazz'SALive (hereinafter referred to as "Special Events"), the right to use and occupy mutually agreed upon areas of HemisFair Park and La Villita, Woodlawn Lake Park, and Travis Park ("Licensed Premises") for these events, subject to the terms and conditions and overall control of the event by the CITY. The parks shall be used solely for the operation of these events and for no other purpose. FOUNDATION and CITY may, from time to time, jointly agree to the conduct the Special Events from

different locations with such new location becoming a "Licensed Premise" under this agreement at that time.

II. TERM

- 2.1 The term of this License Agreement is for one year to allow for the three events to be produced during the year 2007. It shall renew automatically every year for subsequent one year terms. Either party may terminate either the entire agreement or an individual event by providing written notice to the other party, provided however that the termination shall not take effect until 120 days after such notice is received.

III. IMPROVEMENTS

- 3.1 FOUNDATION shall not construct, or allow to be constructed, any permanent improvements or structures on the Licensed Premises nor shall FOUNDATION make, or allow to be made, any alterations to the Licensed Premises unless approved by the Director of the Downtown Operations Department with regard to Celebrate San Antonio and Jazz'SAlive or the Director of the Parks and Recreation Department with regard to the July 4th Celebration, or other representative as may be identified by CITY.

IV. RULES, REGULATIONS, & RESPONSIBILITIES

- 4.1 FOUNDATION agrees to comply with any requests by the CITY's Park Police, San Antonio Police Department, or noise abatement officers.
- 4.2 FOUNDATION, sub-FOUNDATIONS, vendors, representatives and assignees shall operate the Licensed Events in accordance with applicable statutes, laws, ordinances, rules and regulations of the United States, the State of Texas, County of Bexar and the City of San Antonio, Texas, including CITY's noise ordinances.
- 4.3 Only temporary advertisements, signs, decorations, posters, banners, inflatable balloons, and displays ("Signage") shall be placed in, on, or about the Licensed Premises. All such Signage shall be subject to the prior written approval of CITY, and all other necessary departments, boards, or commissions of the CITY OF SAN ANTONIO. FOUNDATION agrees to remove all Signage from the Licensed Premises when FOUNDATION vacates the Licensed Premises.
- 4.4 All Signage related to the Licensed Events placed outside the Licensed Premises and all media placements shall be subject to the prior written approval of CITY.
- 4.5 No activity or method of operation shall be allowed in, on, or about the Licensed Premises which exposes patrons thereof to nudity or to partial nudity. For the purposes of this provision, the following definitions apply:
- 4.5.1 Nudity means total absence of clothing or covering for the human body.
- 4.5.2 Partial nudity means exposure of the female breast or the exposure of the male or female pubic area or buttocks.

- 4.6 The operation of a massage business, tanning salon, gambling casino, or gambling of any nature shall not be allowed in, on, or about the Licensed Premises.
- 4.7 Discrimination on account of race, color, sex, age, disability or national origin, directly or indirectly, in employment or in the use of or admission to the Licensed Premises is prohibited.
- 4.8 FOUNDATION shall obtain any required parking permits, parking meter permits, or lane or street closure permits from the Department of Public Works for entertainment and service vehicles at least ten (10) days prior to the first day of each Licensed Event.
- 4.9 CITY shall have final approval on placement of all Licensed Event equipment, stages, portable amenities, and Signage ("Event Structures"). All Event Structures must be removed from the Licensed Premises on or before the time specified in the Event Plan, as defined in Section V below.
- 4.10 FOUNDATION agrees to secure all health-related permits or to require approved sub-FOUNDATIONS and/or vendors to obtain such inspection permits.
- 4.11 FOUNDATION will assign an event coordinator to ensure compliance with rules and regulations with this License Agreement and provide CITY a single point of contact. FOUNDATION shall provide all contact information for event coordinator that shall include office and home phone, cellular phone and pager phone numbers, and email address.
- 4.12 If taped, recorded, or live music will be used at a Licensed Event, FOUNDATION shall pay all associated American Society of Composers, Authors, and publishers (ASCAP) fees.
- 4.13 FOUNDATION shall be responsible for all marketing of events and all production costs associated with marketing. FOUNDATION shall be responsible for obtaining sponsorships and underwriters, and FOUNDATION shall be responsible for advising all sponsors, underwriters, and associated supporters of the responsibilities to comply with the provisions of this agreement.
- 4.14 FOUNDATION shall be responsible for recruiting and contracting directly with food, beverage, and merchandise vendors, entertainment and firework providers, and FOUNDATION shall be responsible for ensuring all associated permits and licenses have been obtained and are current and available for inspection.
- 4.15 FOUNDATION shall be responsible for the creation and distribution of credentials for controlled areas, including parking passes.
- 4.16 CITY shall be responsible for providing, installing, and removing temporary fences and barricades at all events, however, FOUNDATION shall be responsible for providing, installing, and removing temporary fences related to firework displays at all events.

- 4.17 CITY shall be responsible for making available electrical connections for use by FOUNDATION during events, including wiring of all food and beverage booths, arts & crafts booths, merchandise booths, and entertainment stages.
- 4.18 CITY shall be responsible for providing, placing, maintaining, and removing trash containers, portable toilets, and grease traps during events. CITY shall be responsible for clean-up of sites following conclusion of events.
- 4.19 CITY shall be responsible for street closures associated with events.
- 4.20 CITY shall be responsible to reserve and prepare CITY facilities for use in conjunction with events.
- 4.21 CITY shall be responsible for providing security at all events.

V. EVENT PLAN

- 5.1 For each Licensed Event, FOUNDATION, in conjunction with CITY, shall develop an event plan ("Event Plan") outlining specific responsibilities of FOUNDATION and CITY. Responsibilities to be outlined in the Event Plan include, but are not limited to: a) security; b) location of structures and equipment; c) event dates and hours; d) staging dates/times; e) breakdown dates/times; f) media, advertising, and signage; g) street and/or lane closures; h) electrical requirements, i) coordination with local businesses, j) press conference, k) any other logistical or operational requirements.
- 5.2 The Event Plan shall be in writing, finalized, and agreed to by FOUNDATION and CITY not later than thirty (30) days prior to the event. Modifications after that date must be in writing and agreed to by both parties.
- 5.3 FOUNDATION shall provide a year end summary to identify contributions to the CITY, including special events. Report shall be provided to CITY within first 90 days of each calendar year. Report shall include a summary of contributions from FOUNDATION to CITY's Park System, services and programs to CITY parks, and overall revenues and expenses for special events.

VI. DEFAULT AND REMEDIES

- 6.1 The following events shall be deemed to be events of default by FOUNDATION under this License Agreement:
 - 6.1.1 During a Licensed Event, a default occurs that is of a nature that threatens public safety or property damage or is a material breach in the operation of the event by FOUNDATION, and FOUNDATION shall not cure such failure within one hour after verbal notice thereof to FOUNDATION through the appointed event coordinator or the President of the San

Antonio Parks Foundation by the event coordinator for the CITY (or if such breach cannot be cured within one hour, if FOUNDATION does not attempt the cure within one hour and thereafter diligently pursue such remedy), or

6.1.2 For all other times during the term of this agreement shall not cure such failure within thirty (30) days after written notice thereof to FOUNDATION by CITY.

6.2 Upon the occurrence of an event of default as heretofore provided, CITY may, at its option, declare this License Agreement, and all rights and interests created by it, terminated. Upon CITY electing to terminate, this License Agreement shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof; or CITY, its agents or attorney may, at its option, resume possession of the Licensed Premises.

6.3 Any termination of this License Agreement as included herein shall not relieve FOUNDATION from any claim for damages then or theretofore accruing against FOUNDATION hereunder, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from FOUNDATION for any default hereunder. All rights, options and remedies of CITY contained in this License Agreement shall be cumulative of the other, and CITY shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this License Agreement. No waiver by CITY of a breach of any of the covenants, conditions or restrictions of this License Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

VII. INDEMNIFICATION

7.1 **FOUNDATION covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and authorized representatives of CITY, individually or collectively, from and against any and all defense costs, claims, liens, damages, judgements, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind in law or in equity and nature: (1) arising out of or in connection with FOUNDATION's use and/or occupancy of the LICENSED PREMISES to the extent it arises out of any negligent act or omission of FOUNDATION or any of FOUNDATION's employees, agents, consultants, contractors, representatives, guests, or invitees and their respective officers, agents, employees, directors and representatives, including any damage to or loss of any property belonging to : (a) FOUNDATION or FOUNDATION's employees exhibitors, contractors, representatives, patrons, guests or invitees and their respective officers, agents, employees, directors and representatives, or (b) CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY.**

The indemnity provided for in the foregoing paragraph shall not apply to any liability resulting from the negligence act or omission or willful misconduct of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage, except to the extent provided below.

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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS, FEDERAL, OR INTERNATIONAL LAW.

FOUNDATION shall promptly advise CITY in writing of any claim or demand against CITY or FOUNDATION known to FOUNDATION related to or arising out of FOUNDATION's or CITY's activities under this Lease Agreement. Further, FOUNDATION shall see to the investigation and defense of any such claim or demand against FOUNDATION or CITY at FOUNDATION's sole cost until such time as CITY is found to be negligent by a court of competent jurisdiction. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving FOUNDATION of any of its obligations under this paragraph.

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.

- 7.2 Any and all employees, representatives, agents or volunteers of FOUNDATION while engaged in the performance of any work required by the CITY or any work related to a Lease of space, License Agreement, or Concession Agreement with the CITY shall be considered employees, representatives, agents or volunteers of FOUNDATION only and not of the CITY. Any and all claims that may result from any obligation for which FOUNDATION may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of FOUNDATION.
- 7.3 All personal property placed in the Licensed Premises shall be at the sole risk of FOUNDATION. CITY shall not be liable and FOUNDATION waives all claims for any damage either to the person or property of FOUNDATION or to other persons due to the Licensed Premises or any part of appurtenances thereof becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, or defective wiring or excessive or deficient electrical current; or from any act or omission of employees, or other occupants of the Licensed Premises, or any other persons; due to the happening of any accident in or about said Licensed Premises. FOUNDATION shall save and hold harmless CITY

from any claims arising out of damage to FOUNDATION'S property or damage to FOUNDATION'S business.

VIII. INSURANCE REQUIREMENTS

- 8.1 Prior to the commencement of any event under this Agreement, FOUNDATION shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Downtown Operations or Parks and Recreation Department, as indicated below, which shall clearly indicate the name of the event(s) in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Downtown Operations or Parks and Recreation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- 8.2 The CITY reserves the right to review the insurance requirements of this section during the effective period of the License Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the CITY'S Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the License Agreement, but in no instance will the CITY allow modification whereupon the CITY may incur increased risk.
- 8.3 A FOUNDATION'S financial integrity is of interest to CITY, therefore, subject to FOUNDATION'S 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 the License 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.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed.:

	TYPE	AMOUNT
1.	Workers' Compensation and Employers Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2.	Commercial General (Public) Liability Insurance to include coverage for the following:	For Bodily Injury and Property Damage of \$1,000,000 per occurrence, \$2,000,000 general

TYPE		AMOUNT
a.	Premises/Operations	aggregate or its equivalent in
b.	Independent Contractors	umbrella or excess liability
c.	Broad Form Contractual Liability	coverage
d.	Products/completed operations	
e.	Broad form property damage, to include fire legal liability	
f.	Personal Injury	
g.	Host Liquor Liability	
h.	Liquor Legal Liability	
3.	Comprehensive Automobile Liability	Combined Single Limit for
a.	Owned/Leased Vehicles	Bodily Injury and Property
b.	Non-owned Vehicles	Damage of \$1,000,000 per
c.	Hired Vehicles	occurrence or its equivalent
4.	Property Insurance: For physical damage to the property of FOUNDATION, including improvements and betterment to the Licensed Premises	Coverage for a minimum of eighty percent (80%) of the replacement cost of FOUNDATION'S property

8.4 FOUNDATION agrees to provide Host Liquor and Liquor Liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate or its equivalent in umbrella or excess liability coverage or require any sub-FOUNDATION or contractor that FOUNDATION has conveyed concession rights for the sale and disbursement of alcoholic beverages, to purchase Liquor Liability insurance and provide a Certificate of Insurance and Endorsement that names the FOUNDATION and the CITY as an additional insured.

8.5 FOUNDATION agrees to obtain General Liability insurance with minimum limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate from each vendor sublicensed by FOUNDATION and provide a Certificate of Insurance and Endorsement that names the FOUNDATION and the CITY as an additional insured. If fireworks or other special effects are displayed, FOUNDATION will obtain or require any sub-FOUNDATION or contractor providing pyrotechnics to obtain additional General Liability insurance in an amount not less than \$2,000,000 per occurrence and provide a Certificate of Insurance and Endorsement that names the FOUNDATION and the CITY as an additional insured

8.6 The CITY shall be entitled, upon request and without expense, to receive copies of the policies 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). Upon such request by the CITY, the FOUNDATION shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. FOUNDATION shall submit a copy of the replacement

certificate of insurance and applicable endorsements to the CITY within 10 days of the requested change.

8.7 FOUNDATION agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

A. 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 contract with the CITY, with the exception of the workers' compensation and professional liability policies;

B. 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;

C. Workers' compensation, employers' liability, and property insurance policies will provide a waiver of subrogation in favor of the CITY.

D. Provide thirty (30) days advance written notice directly to the CITY of any suspension cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, and ten (10) days advance written notice for non-payment of premiums.

8.8 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, FOUNDATION shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend FOUNDATION's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract. All notices, replacement certificates of insurance and endorsements shall be delivered to the CITY at the following address, as indicated below or as may be directed by CITY:

For the Celebrate San Antonio and Jazz'SAlive Licensed Events:
City of San Antonio
Downtown Operations Department
P.O. Box 839966
San Antonio, Texas 78283-3966

For the July 4th Celebration Licensed Event:
City of San Antonio
Parks and Recreation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

For all Licensed Events, a copy will be sent to:
City of San Antonio
City Clerk's Office

P.O. Box 839966
San Antonio, Texas 78283-3966

- 8.9 In addition to any other remedies the CITY may have upon FOUNDATION'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order FOUNDATION to stop work hereunder, and/or withhold any payment(s) which become due to FOUNDATION hereunder until FOUNDATION demonstrates compliance with the requirements hereof.
- 8.10 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'S or its subcontractors' performance of the work covered under this Agreement.
- 8.11 It is agreed that FOUNDATION'S insurance shall be deemed primary and noncontributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 8.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

IX. CONFLICT OF INTEREST

- 9.1 FOUNDATION acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined therein, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity
- 9.2 FOUNDATION warrants and certifies, and this License is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City or any of its agencies such as City owned utilities.

X. SEPARABILITY

- 10.1 If any clause or provision of this License Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this License Agreement, then and in that event it is the intention of the parties hereto that the remainder of this License Agreement shall not be affected thereby, and it is also the intention of the parties to this License Agreement that in lieu of each clause or provision of this License Agreement that is illegal, invalid or unenforceable, there be added as a part of this License Agreement a

clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

XI. NOTICES

- 11.1 Notices to **CITY** required or appropriate under this License Agreement shall be deemed sufficient if in writing and hand delivered or mailed, Registered or Certified mail, Postage Prepaid, addressed to:

City of San Antonio
Department of Downtown Operations
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to:
City of San Antonio
City Clerk's Office
City Hall-Second Floor
P.O. Box 839966
San Antonio, Texas 78283-3966

and
City of San Antonio
Department of Parks and Recreation
P O Box 839966
San Antonio TX 78283-3966

or to such other address as may have been designated in writing by the City Manager of the CITY OF SAN ANTONIO from time to time.

Notices to **FOUNDATION** shall be deemed sufficient if in writing and mailed, Registered or Certified mail, Postage Prepaid, addressed to **FOUNDATION** at:

San Antonio Parks Foundation
314 E. Commerce Suite 720
San Antonio, TX 78205

Or at such other address on file with the City Clerk as **FOUNDATION** may provide from time to time in writing to **CITY**.

XII. PARTIES BOUND

- 12.1 If there shall be more than one party designated as **FOUNDATION** in this License, they shall each be bound jointly and severally hereunder.
- 12.2 The covenants and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto; their respective heirs, legal representatives, successors, and such assigns as have been approved by **CITY**.

XIII. TEXAS LAW TO APPLY

- 13.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR**

COUNTY, TEXAS.

XIV. RELATIONSHIPS OF PARTIES

- 14.1 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationships between the parties hereto other than that of CITY and FOUNDATION.

XV. GENDER

- 15.1 Words of gender used in this License Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. CAPTIONS

- 16.1 The captions contained in this License Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this License Agreement.

XVII. ENTIRE AGREEMENT/AMENDMENT

- 17.1 This License Agreement, together with its attachments and the authorizing ordinance or ordinances, in writing, constitutes the entire agreement between the parties, any other written or parole agreement with CITY being expressly waived by FOUNDATION.
- 17.2 No amendment, modification or alteration of the terms of this License Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- 17.3 It is understood that the Charter of the CITY requires that all contracts with the CITY be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance.

XVIII. AUTHORITY

18.1 The signer of this License Agreement for **FOUNDATION** hereby represents and warrants that he or she has full authority to execute this License Agreement on behalf of **FOUNDATION**.

**CITY OF SAN ANTONIO,
A Texas Municipal Corporation**

**FOUNDATION:
SAN ANTONIO PARKS FOUNDATION**

By: _____
Sheryl Sculley, City Manager



Lila Cockrell

ATTEST:

President, San Antonio Parks Foundation

City Clerk

314 E. Commerce, Suite 720

APPROVED AS TO FORM:

San Antonio, TX 78205

City Attorney

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

San Antonio Parks Foundation

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions
 List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; If contributions made, list below: *Please See Attached*

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals
 Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: <i>Lew Cockrell</i>	Title: <i>President</i> Company or D/B/A: <i>San Antonio Parks Foundation</i>	Date: <i>8/29/07</i>
-----------------------------------	---	-------------------------

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

(5) Political Contributions:

Fernando, Reyes

Ronaldo Segovia	\$500.00	04/15/2005
Carroll Schubert	\$1,000.00	04/28/2005
Phil Hardberger	\$1,000.00	05/31/2005
Phil Hardberger	\$1,000.00	05/31/2005
Carroll Schubert	\$1,000.00	04/28/2005
Richard Perez	\$500.00	11/09/2005
Christopher Haass	\$500.00	11/09/2005
Total	\$5,500.00	

Meyer, John

Carroll Schubert	\$500.00	04/07/2005
Total	\$500.00	

McAlister, Edith

Phil Hardberger	\$1,000.00	08/31/2006
Carroll Schubert	\$500.00	04/21/2005
Phil Hardberger	\$1,000.00	05/24/2005
Phil Hardberger	\$1,000.00	1/27/2006
Kevin Wolff	\$250.00	09/25/2005
Kevin Wolff	\$250.00	06/25/2006
Total	\$4,000	

Macon, Jane

Elena Guajardo	\$400.00	06/20/2006
Julian Castro	\$250.00	03/29/2005
Julian Castro	\$250.00	03/30/2005
Roger Flores	\$200.00	06/06/2006
Elena Guajardo	\$100.00	12/13/2005
Christopher Haass	\$100.00	08/29/2006
Christopher Haass	\$100.00	08/16/2006
Phil Hardberger	\$250.00	01/31/2005
Phil Hardberger	\$250.00	03/24/2005
Ronaldo Segovia	\$250.00	05/02/2005
Julian Castro	\$250.00	07/20/2005
Shelia McNeil	\$500.00	08/24/2006
Roland Gutierrez	\$250.00	10/11/2006
Richard Perez	\$250.00	09/28/2006
Phil Hardberger	\$1,000.00	09/13/2006
Total	\$4,400.00	

Kowalski, Rosemary

Mary Radle	\$150.00	02/24/2005
Roger Flores	\$250.00	04/01/2005

Roger Flores	\$500.00	12/22/2005
Shelia McNeil	\$500.00	09/26/2005
Mary Radle	\$500.00	10/01/2005
Christopher Haass	\$500.00	06/28/2005
Elena Guajardo	\$500.00	09/26/2005
Kevin Wolff	\$500.00	09/13/2005
Roland Gutierrez	\$500.00	07/08/2005
Roger Flores	\$500.00	05/25/2006
Richard Perez	\$500.00	09/28/2006
Elena Guajardo	\$500.00	10/08/2006
Delicia Herrera	\$500.00	11/11/2006
Phil Hardberger	\$1,000.00	08/30/2006
Christopher Haass	\$500.00	07/27/2006
Kevin Wolff	\$500.00	07/03/2006
Phil Hardberger	\$1,000.00	06/30/2005
Richard Perez	\$500.00	07/20/2005
Delicia Herrera	\$100.00	07/06/2005
Delicia Herrera	\$400.00	07/06/2005
Art Hall	\$500.00	06/29/2005
Shelia McNeil	\$500.00	08/22/2006
Roland Gutierrez	\$500.00	09/24/2006
Total	\$11,400.00	

Hixon, Karen

Phil Hardberger	\$1,000.00	05/10/2005
Total	\$1,000.00	

Guess, Milton

Richard Perez	\$500.00	08/18/2005
Sheila McNeil	\$500.00	07/26/2005
Roger Flores	\$250.00	06/06/2006
Delicia Herrera	\$500.00	11/13/2006
Roland Gutierrez	\$500.00	07/12/2005
Roland Gutierrez	\$250.00	10/03/2006
Christopher Haass	\$500.00	11/09/2005
Sheila McNeil	\$500.00	08/24/2006
Christopher Haass	\$200.00	07/27/2006
Phil Hardberger	\$1,000.00	03/18/2005
Cynthia Test	\$500.00	02/23/2005
Phil Hardberger	\$1,000.00	05/17/2005
Phil Hardberger	\$1,000.00	06/28/2005
Art Hall	\$500.00	06/29/2005
Delicia Herrera	\$500.00	07/07/2005
Kevin Wolff	\$500.00	09/20/2005
Phil Hardberger	\$1,000.00	09/15/2006
Raynaldo Lopez	\$500.00	05/26/2005

Total	\$10,200.00	
De La Garza, Luis		
Phil Hardberger	\$1,000.00	07/12/2005
Carroll Schubert	\$250.00	04/28/2005
Carroll Schubert	\$250.00	04/28/2005
Total	\$1,500.00	
Conner, Bonnie		
Sheila McNeil	\$100.00	02/22/2005
Phil Hardberger	\$500.00	01/27/2006
Kenneth Lawrence	\$200.00	10/06/2006
Total	\$800.00	
Cedillo, Rebecca		
Mary Alice Cisneros	\$100.00	
Total	\$100.00	
Brown, Mary Rose		
Phil Hardberger	\$1,000.00	09/13/2006
Total	\$1,000.00	
Bohman, Nancy		
Sheila McNeil	\$75.00	06/27/2005
Phil Hardberger	\$100.00	03/25/2005
Sheila McNeil	\$100.00	08/13/2006
Phil Hardberger	\$50.00	10/16/2006
Art Hall	\$25.00	06/29/2005
Total	\$350.00	
Fox, Kye		
Phil Hardberger	\$500.00	03/03/2005
Frost, Tom		
Phil Hardberger	\$250.00	