

AN ORDINANCE 2016-03-31-0233

AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE JOINT PARTICIPATION AND USE LICENSE AGREEMENT WITH THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT EXTENDING THE DISTRICT'S USE OF THE SAN ANTONIO NATATORIUM LOCATED AT 1430 W. CÉSAR CHÁVEZ IN COUNCIL DISTRICT 5 FOR A TERM OF FIVE (5) YEARS WITH ONE (1) ADDITIONAL ADMINISTRATIVE RENEWAL OPTION.

* * * * *

WHEREAS, in November 1978, the City of San Antonio and the San Antonio Independent School District (District) identified school-owned property which was suitable for the construction of a community swimming pool (Natatorium) in the neighborhood served by Lanier High School; and

WHEREAS, following the District's conveyance of property to the City in July 1979, the City proceeded with construction of the Natatorium using Community Development Block Grant (CDBG) Funds and construction was completed in 1981; and

WHEREAS, the parties executed a Joint Participation and Use License Agreement (Agreement) for a term of twenty-five (25) years in which the City would construct, maintain and operate the Natatorium and provide recreational aquatic opportunities to the community; and

WHEREAS, under the terms of this Agreement, the District's student athletes and coaching staff had scheduled use of the Natatorium during school days for swim practice and competitions without rent or fees; and

WHEREAS, in order to meet the needs of the District's aquatics program, the Agreement was renewed in 2006 by the parties for a term of ten (10) years, with up to two (2) additional five (5) year renewal options; and

WHEREAS, this Amendment No. 1 to the Agreement for the San Antonio Natatorium with the District will exercise the first five (5) year renewal option and further delineates the District's use and required staffing of the Natatorium during the school year and summer months; and

WHEREAS, this amendment also includes an option to administratively extend the Agreement for one (1) additional term of five (5) years; **NOW THEREFORE:**

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

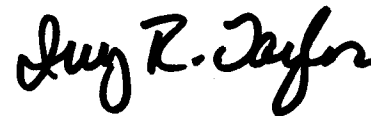
SECTION 1. The City Manager or her designee or the Director of the Parks and Recreation Department or his designee is authorized to execute Amendment No. 1 to the Joint Participation and Use License Agreement with the San Antonio Independent School District extending the

District's use of the San Antonio Natatorium located at 1430 W. César Chávez in Council District 5 for a term of five (5) years with one (1) additional administrative renewal option. A copy of Amendment No. 1, in substantially final form, 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.

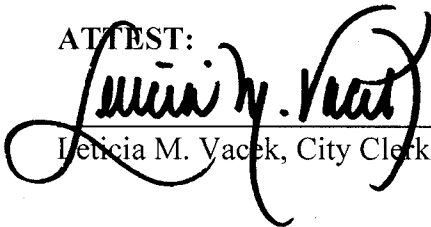
SECTION 3. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 31st day of March, 2016.



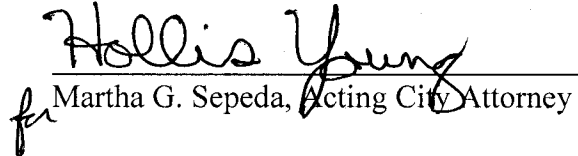
M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Martha G. Sepeda, Acting City Attorney

Agenda Item:	24 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24)						
Date:	03/31/2016						
Time:	09:12:22 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of Amendment No. 1 to the Joint Participation and Use License Agreement with San Antonio Independent School District extending the District's use of the San Antonio Natatorium located at 1430 W. César Chávez in Council District 5 for a term of five years with one additional administrative renewal option. [María D. Villagómez, Assistant City Manager; Xavier D. Urrutia, Director, Parks and Recreation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				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				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

**AMENDMENT #1 TO THE
JOINT PARTICIPATION AND USE LICENSE AGREEMENT WITH
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
FOR THE SAN ANTONIO NATATORIUM**

This Amendment to the Joint Participation and Use License Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 20____, by and between the City of San Antonio, a Texas municipal corporation, acting by and through its City Manager or her designee pursuant to Ordinance No. _____ dated _____, 20____ (herein called “City”), and the San Antonio Independent School District, a political subdivision of the State of Texas (herein referred to as “District”);

1. WITNESSETH

WHEREAS, the City of San Antonio (“City”) owns a public swimming pool identified as the San Antonio Natatorium, which is located at: 1430 W. Cesar Chavez, San Antonio, Bexar County, Texas (the “Property”); and

WHEREAS, the Property is situated within the boundaries of the San Antonio Independent School District (“District”), which is a political subdivision of the State of Texas operating school facilities in Bexar County, Texas; and

WHEREAS, City and District have determined that it would be in the mutual best interests of the Parties and their respective constituents to establish shared use and enjoyment of the San Antonio Natatorium by students of District together with the citizenry of City; and

WHEREAS, the City and District desire to extend a joint participation and use agreement to continue to provide a facility for the District to conduct recreational aquatics programs for the benefit of the District’s students without fees,

Now, therefore, for and in consideration of the premises City and District do hereby amend the Joint Participation and Use License Agreement as follows:

2. USE OF PROPERTY BY DISTRICT

Section 3. “Use of Property by District” is hereby deleted and replaced with the following:

- 3.1 City, for and in consideration of the mutual benefits to City and District and the observance of the terms and conditions set forth hereinafter, hereby grants to District permission to enter and use, without payment of City’s established use fee, the Property described in Section 2.1 herein for the sole purpose of athletic activities associated with its academic programs for students of the District or other school districts in athletic competitions with District.

- 3.1.1 Prohibited Uses:** District shall not use the Property for any event that is not directly sponsored by the District.
- 3.2 Parties will work cooperatively to agree upon District's use schedules. Beginning in the 2016 – 2017 school year, District's use of said Property during the school year shall be limited to the hours of 6:00 a.m. to 9:30 a.m., and 2:00 p.m. to 5:30 p.m. with access to all lanes, with the exception being a maximum of four (4) lanes between the hours of 5:00 to 5:30 p.m. Monday through Friday; and access to all lanes on Saturday from 7:00 a.m. to 9:00 a.m. During the summer months, District's use of said Property shall be limited to the hours of 7:00 a.m. to 9:00 a.m. Monday through Thursday with access to all lanes. Other times may be available for use as agreed upon by the Parties, with one week notice. Schedules for each school year will be submitted by District to City in July preceding the school year.
- 3.3 During such times that the District will utilize the Premises the District must have adult supervision in all areas of the Natatorium including locker rooms and front lobby area from the hours of 6:00 a.m. to 8:00 a.m.
- 3.4 At those times that District is not scheduled to use Property as indicated in Section 3.2 herein, facilities shall be open for public use.
- 3.5 All use of this public recreation facility shall be programmed and scheduled by the Director of the Parks and Recreation Department or his designee.
- 3.6 City agrees to grant District exclusive use of weightlifting areas and single office area adjacent to and with view of the swimming pool area at all times.
- 3.7 Although permission to enter and use herein above cited premises is not exclusive, with exception to areas outlined in Section 3.2 and 3.6 herein, City shall give District priority use of such premises during designated times, specifically during swim meets. At those times during which District has not scheduled the use of said premises and facilities, such premises and facilities shall be open to the general public for park and recreation purposes. City and District shall coordinate use of the premises to avoid scheduling conflicts. Use by the general public shall be subject to City-established use fees and such use fees shall be collected and retained by City.
- 3.8 The premises shall be occupied by District for recreational purposes including but not necessarily limited to organized athletic activities with food and beverage concessions. District agrees and specifically understands that permission herein given does not grant to District any interest or estate in the premises but is a mere personal privilege to do certain acts of a temporary character upon the premises, and that City retains dominion, possession and control of the premises, including access thereto at all times. City reserves the right to impose and enforce all necessary and proper rules for the management and operation of the premises.

- 3.9 District agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, state and federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation hereof. If the attention of District is called to any such violation(s), District or those under its control will immediately desist from and correct such violation(s).
- 3.10 District shall have use of storage space at the facility, subject to conditions mutually agreed upon by the Parties.
- 3.11 City shall have the right to re-schedule District's use of Property as needed, for occasional maintenance activities. City will provide advance notice to the extent possible. In such events, City and District shall work cooperatively to identify an alternate date for use by District, subject to availability.

3. TERM OF LICENSE AGREEMENT

Section 5. "Term of License Agreement" is hereby deleted and replaced with the following:

- 5.1 The term of this Agreement shall be for five (5) years, beginning on March 26, 2016. **Extension Option:** As long as District is not then in default hereunder, City and District may mutually agree to administratively extend this License Agreement for up to and including one (1) additional term of five (5) years, however, District shall notify City in writing at least one hundred-eighty (180) days before the date of expiration of the original term, hereof, of its intent to extend the License Agreement term herein provided. City will notify District within thirty (30) days after receiving District's notice if City agrees to such extension. After agreement to exercise the administrative option to extend, all references in this License agreement to the term, hereof shall mean the term as extended.
- 5.2 Is hereby deleted in its entirety.

4. STAFFING OF SWIMMING POOL

Section 7. "Staffing of Swimming Pool" is hereby deleted and replaced with the following:

- 7.1 City will provide at its sole expense the necessary staff to manage and supervise those aquatic programs and activities provided for and participated in by the general public.
- 7.2 District will provide at its sole expense for any staff necessary, including life guards, and costs incidental to its activities and use of said facility.

All other terms of the original Lease Agreement shall stand as otherwise stated.

Signed this _____ day of _____, 20_____.

CITY OF SAN ANTONIO

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____
Xavier D. Urrutia, Director
Parks and Recreation Department

By: _____
Pedro Martinez, Superintendent

Date: _____

Date: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

DRAFT