

AN ORDINANCE 80 43 6

APPROVING AN AGREEMENT FOR USE OF SPACE AT THE LANDA BRANCH LIBRARY BY THE MONTE VISTA HISTORICAL ASSOCIATION IN EXCHANGE FOR A PLEDGE BY THE ASSOCIATION TO RENOVATE THE SPACE AND TO DONATE AT LEAST \$9,000.00 TO THE LANDA BRANCH LIBRARY DURING AN INITIAL TERM OF FIVE YEARS AND AT LEAST \$3,000.00 PER YEAR DURING ANY EXTENSION

* * * * *

WHEREAS, the Monte Vista Historical Association has offered to raise supplemental funds for the benefit of the Landa Branch Library; and,

WHEREAS, the association desires to use a room on the west side of the Landa Branch Library in connection with the associations activities; and,

WHEREAS, the association has agreed to renovate the space at no cost to the City of San Antonio; and,

WHEREAS, the proposed formal agreement allows the association to use the space for an initial period of five years and on an annual basis thereafter and the association commits to donation \$3,000.00 per year to the Landa Branch Gift and Memorial Fund; and,

WHEREAS, the donations will be offset during the first two years by the value of the renovations and improvements made to the space at the association's sole cost and expense; NOW THEREFORE,

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

SECTION 1. The agreement between the City of San Antonio and the Monte Vista Historical Association providing for the use of space at the Landa Branch Library, is approved. A copy of the agreement is attached hereto and incorporated herein for all purposes.

SECTION 2. The City Manager, the Assistant City Manager or the Assistant to the City Manager is authorized to execute the agreement on behalf of the City of San Antonio.

SECTION 3. The Director of Finance is Authorized to receive the funds to be paid to the City of San Antonio under the agreement. The annual \$1.00 revenue shall be deposited to Fund 11, 04-01-01, Index 016808. The donations shall be credited to Fund 62 (Expendable Trust Funds), project 014008, 04-90-12, Index 028597, Landa Branch Gift and Memorial Fund.

PASSED AND APPROVED this the 7 th Day of July, 1994.

Norm W. Wolff
M A Y O R

ATTEST: *Norma S. Rodriguez*
City Clerk

APPROVED AS TO FORM: *Tom Kuntz*
City Attorney

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AGREEMENT FOR UTILIZATION OF
LANDA LIBRARY FACILITY

This Agreement (herein so called) is made effective the 14th day of July, 1994 by and between MONTE VISTA HISTORICAL ASSOCIATION, a Texas non-profit association ("MVHA"), and the CITY OF SAN ANTONIO, a Texas municipal corporation ("CITY") acting by and through its City Manager or Assistant City Manager pursuant to Ordinance No. 80436 dated July 7th, 1994.

1. **GRANT OF USE OF SPACE.** For and in consideration of the observance of the terms and conditions set forth below, the CITY grants to MVHA permission to use and occupy an approximate 28' x 13' room located on the west side of the Landa Library facility ("Premises") located at 233 Bushnell, San Antonio, Texas 78212.

2. **ANNUAL USE FEE.** MVHA covenants to use the Premises for office and work space for the members and officers of the MVHA in exchange for which MVHA shall pay an annual use fee of One Dollar (\$1.00) to CITY.

3. **TERM.** The initial term of this Agreement shall be five (5) years from the date of execution hereof and shall be automatically renewed on a year-to-year basis thereafter unless otherwise terminated after the initial term hereof pursuant to the terms of this Agreement.

4. **PLEDGE.** MVHA will pledge to THE SAN ANTONIO PUBLIC LIBRARY ("LIBRARY") an annual payment of Three Thousand and No/100 (\$3,000.00) Dollars or more to be deposited in the Landa Library Gift and Memorial Fund ("Fund") held by the LIBRARY with a directive regarding a restriction on the gift to be solely

dedicated to the use and benefit of the Landa Library for the specific uses and purposes agreed upon by and between authorized representatives of the LIBRARY and MVHA. Subject to the provisions of the next succeeding paragraph, the gift to be deposited to the Fund will be contributed in February of each year, beginning February 1996.

5. INITIAL COMMITMENT OF MVHA. In lieu of the annual pledge amount stated above, MVHA agrees to clean, paint and repair the interior and exterior of the Premises at its expense for the initial two (2) year period from the execution date of this Agreement. MVHA shall consult with LIBRARY concerning the repair, including any repair to the exterior surfaces, to be performed. MVHA shall have no obligation to expend more than the annual pledge amount per year for repairs and renovation during the initial two (2) year period. Thereafter, costs associated with necessary repairs and maintenance to the Premises will be deducted from the annual pledge contribution and invoices reflecting such expenses will be available for review by LIBRARY representatives.

6. MVHA GENERAL RESPONSIBILITIES. MVHA will be responsible for providing its own furniture and window-unit air-conditioner/heater(s), if applicable, for the Premises. MVHA shall have a separate telephone line installed which is installed and paid for by MVHA. Utilities to the Premises will be checked for proper operation prior to usage. MVHA shall be entitled to maintain a separate lock and key to the Premises, which key will also be provided to an authorized representative of LIBRARY.

7. INSURANCE. MVHA agrees it shall carry at all times during the term of this Agreement general liability insurance coverage in the amount of One Million (\$1,000,000.00) Dollars or such other amount as may be mutually agreed between the parties.

8. MUTUAL OBJECTIVES. MVHA will meet jointly with LIBRARY representatives at mutually-agreed regular intervals to assess needs and set goals for maintenance of the grounds, the preservation of the Landa Library building and implementation of community programs. MVHA agrees to use its resources to reach out to the local community for volunteer help for library activities, including fund raising, if desired by LIBRARY and to encourage utilization of the Landa Library by families, with increased children's book collections and activities.

9. TERMINATION. In light of the consideration herein and the funds expended by MVHA in performing the initial commitment to clean and repair the Premises, the parties agree that this Agreement may not be terminated prior to the expiration of the initial term hereof or any extension thereof, if so extended, unless the use made of the Premises under this Agreement should be deemed inconsistent with the health safety or welfare of the public or become a public nuisance, as determined by LIBRARY and CITY or in the event MVHA abandons the use of the Premises or materially breaches this Agreement. MVHA shall have the option to terminate this Agreement at any time upon giving written notice to the LIBRARY and CITY at least thirty (30) days in advance of such termination. Upon expiration or termination of this Agreement, all

rights and privileges granted to MVHA shall cease and terminate. MVHA shall have the right to remove its furniture and window-unit air-conditioner/heater(s), if any, and any other items of personalty which will not in any way damage the Premises.

10. INDEMNIFICATION. MVHA agrees to indemnify and hold the CITY, its agents, officers, and employees harmless against any and all fines, penalties, proceedings, suits, liens, claims, demands, damages, costs and expenses, including reasonable attorneys' fees and court costs for the defense thereof to the extent of the amount of insurance coverage carried by MVHA as required herein, arising from MVHA's use of the Premises or from any breach on the part of MVHA of any condition of this Agreement, or from any act of negligence of MVHA, its employees or agents in or about the Premises with or without the expressed or implied consent of CITY, except where caused by the sole active negligence on the part of CITY, and to the extent of the amount of insurance coverage required herein, MVHA will defend any and all actions brought against CITY and will pay any judgment rendered in such suits and will reimburse and indemnify CITY for all expenditures or expenses, including court costs and reasonable attorney fees, made or incurred by CITY by reason of such suits, except where caused by the sole active negligence on the part of CITY.

11. NOTICES. Notices to MVHA, LIBRARY or CITY required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses designated below or to such other address as any

party hereto shall designate in writing from time to time:

If to MVHA:

Monte Vista Historical Association
c/o Landa Library
233 Bushnell
San Antonio, Texas 78212
Attn: President

If to Library:

San Antonio Public Library
203 South St. Mary's Street
San Antonio, Texas 78205
Attn: Director

If to City:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283
Attn: City Clerk

12. TEXAS LAW TO APPLY. 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.

13. RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto, or any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationships between the parties hereto.

14. ENTIRE AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives. This Agreement, together with the authorizing Ordinance, constitutes the entire agreement.

EXECUTED in multiple originals and to be effective as of the
date first shown above.

MONTE VISTA HISTORICAL
ASSOCIATION

By: Frank Davila II
Name: FRANK DAVILA II
Title: President

CITY OF SAN ANTONIO

By: [Signature]
Name: _____
Title: _____

ATTEST:

[Signature]
City Clerk



CITY OF SAN ANTONIO
CITY ATTORNEY'S OFFICE
Interdepartmental Correspondence Sheet

TO: Dick Porter, Assistant City Clerk, City Clerk's Office
FROM: Gloria Green, Paralegal, City Attorney's Office
COPIES TO: File
SUBJECT: Agreement for Utilization of Landa Library Facility

DATE: July 13, 1994

Enclosed are triplicate originals of the above-referenced agreement for the City Manager's signature. Please have these agreements executed. Keep one original so that it can be consolidated with ordinance number 80436 which was approved on July 7, 1994 and return the other two originals to me. Thank you for your assistance in expediting this matter.


Gloria Green

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
94 JUL 13 PM 1:03

CITY OF SAN ANTONIO

ITEM NO. 22

Interdepartmental Correspondence Sheet

TO: Mayor and City Council

FROM: June Garcia, Library Director

COPIES TO: Ron Darner; File

SUBJECT: AGREEMENT FOR UTILIZATION OF LANDA LIBRARY FACILITY

DATE: June 30, 1994SUMMARY AND RECOMMENDATION

This ordinance will approve an agreement between the Monte Vista Historical Association and the City of San Antonio, for use of a room on the west side of the Landa Branch Library at 233 Bushnell. The San Antonio Public Library Board supports this agreement, whereby the Monte Vista Historical Association pledges to renovate the room and pay a nominal usage fee, as well as pledge private donations of at least three thousand dollars per year (abated for the first two years) for the benefit of the Landa Branch Library. The room will be used as office and work space for the members and officers of the Monte Vista Historical Association. The initial term of the agreement will be five years, automatically renewable on an annual basis by mutual agreement.

The Library Director recommends approval of this ordinance.

POLICY ANALYSIS

This action is in keeping with Council's support of public-private partnerships which are of mutual benefit to both the City and a neighborhood association.

FINANCIAL IMPACT

Revenue of one dollar per year will be paid to the City of San Antonio, and deposited to Fund 11, 04-01-01, index 016808, as is other revenue from rental of Library meeting rooms.

Revenue of three thousand dollars per year (after the initial two-year abatement) will be deposited to Fund 62 (Expendable Trust Funds), Project 014008, 04-90-12, index 028597, Landa Branch Gift and Memorial Fund.

June Garcia
for JUNE GARCIA
Library Director

APPROVED:

Alexander E. Brisen
ALEXANDER E. BRISENO
City Manager

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO		For CMO use only	
Approval		Request For Ordinance/Resolution		Date Considered _____ Consent <input type="checkbox"/> Individual <input type="checkbox"/> Item No. <u>257</u> Ord. No. _____	
Finance	Budget				
Legal	Coordinator <u>K</u>				
Date: June 30, 1994		Department: Library		Contact Person/Phone # June Garcia 299-7790	
Date Council Consideration Requested: July 7, 1994		Deadline for Action:		Dept. Head Signature: <i>Nancy L. Llandano for June Garcia</i>	
SUMMARY OF ORDINANCE					
<p>This ordinance will approve an agreement between the Monte Vista Historical Association and the City of San Antonio, for use of a room on the west side of the Landa Branch Library at 223 Bushnell. The San Antonio Public Library Board supports this agreement, whereby the Monte Vista Historical Association pledges to renovate the room and pay a nominal usage fee, as well as pledge private donations of at least three thousand dollars per year (abated for the first two years) for the benefit of the Landa Branch Library. The room will be used as office and work space for the members and officers of the Monte Vista Historical Association. The initial term of the agreement will be five years, automatically renewable on an annual basis by mutual agreement.</p> <p>The Library Director recommends approval of this ordinance.</p>					
Council Memorandum Must Be Attached To Original					
Other Depts., Boards, Committees Involved (please specify): Library Board of Trustees					
Contract signed by other party Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
FISCAL DATA (If Applicable)			Budgetary Implications		
Fund No. _____ Amt. Expended _____			Funds/Staffing Budgeted Yes <input type="checkbox"/> No <input type="checkbox"/>		
Activity No. _____ SID No. _____			Positions Currently Authorized _____		
Index Code _____ Project No. _____			Impact on future O & M _____		
Object Code _____			If positions added, specify class and no. _____ _____ _____		
Comments: Consent Item					

Coordinator — White
 Legal — Green
 Budget — Canary
 Finance — Pink
 Originator — Gold