

PRIDE CROSSWALK FUNDING AGREEMENT

This Pride Crosswalk Funding Agreement (the “Agreement”) is made and entered into as of the Effective Date by and among the City of San Antonio, a municipal corporation (the “City”) pursuant to Ordinance No. _____ approved on XXX, 2018, and Pride San Antonio, a registered 501(c)3 nonprofit organization. The City and Pride San Antonio is each referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, On June 16, 2017, Councilmember Roberto Trevino issued a Council Consideration Request (CCR) requesting the creation and installation of a rainbow-themed Pride crosswalk on N. Main Avenue at E. Evergreen Street; and

WHEREAS, On August 2, 2017, the City Council Governance Committee approved a pilot program for the installation of a rainbow-themed Crosswalk at N. Main Avenue and E. Evergreen Street as recommended by the City Manager’s Office; and

WHEREAS, the existing crosswalks at the N. Main Avenue and E. Evergreen Street intersection are past their functional service life and need to be replaced; and

WHEREAS, the City of San Antonio will provide the replacement cost of a standard crosswalk (four total for the intersection) towards the installation of a rainbow-themed crosswalk, while privately raised funds will be used to fund added installation expenses from a greater striped area and the costs associated with color used in a rainbow-themed crosswalk (the “Project”), and;

WHEREAS, Pride San Antonio (the “Donor”) is a 501(c)3 nonprofit organization that supports all aspects of the fundraising for the installation and maintenance of the rainbow-themed crosswalk; and

WHEREAS, this Agreement will document the \$19,832.24 in value (the “Funding”) attributable to Pride San Antonio and state the terms by which the cash portion of that Funding will be transferred to the City to supplement the funds approved in the Fiscal Year 2018 Pavement Marking Program for improvements towards completion of the Project; and

WHEREAS, the Parties intend this Agreement to set forth each Party’s responsibilities and obligations in connection with the Donation and its use for the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

I. PURPOSE

1.1 The Purpose of this Agreement is to set forth the terms under which Pride San Antonio will provide funding totaling \$19,832.24 to the City for planned improvements to

PRIDE CROSSWALK FUNDING AGREEMENT

crosswalks located at the intersection of N. Main Avenue and E. Evergreen Street in Council District 1.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence upon the effective date of the ordinance approving this Agreement and continue until the Project is completed, at which time this Agreement shall terminate.

III. OBLIGATIONS OF THE DONOR

3.1 Pride San Antonio shall contribute to the City funding with a total value of \$19,832.24, solely for the use by the City in connection with the Project. The contribution includes funds raised from private donors. The contribution delivery shall include the cash portion of the Donation and will be provided in a lump sum upon the Agreement execution. All private donations fundraised by Pride San Antonio are to be applied towards the construction of the project.

IV. OBLIGATIONS OF THE CITY

4.1 Upon receipt of the Funding, the City will deposit the funds in the City's account established for the Project and limit use of the funds to complete the construction of the project.

4.2 Upon request by Pride San Antonio or its representative, the City will provide updates on the progress of the Project and the specific use of the Funding, and subject to availability, allow site visits to the location of the Project.

V. MEDIA

5.1 All press releases or other public communications of any nature whatsoever relating to the subject matter of this Agreement, and the method of the release for publication thereof, will be subject to the prior approval of the City. Notwithstanding anything herein to the contrary, each Party has the right to publicly disclose this Agreement and its subject matter as required by applicable laws without the prior written approval of the other Party.

VI. NOTICE

6.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the City:

Mike Frisbie, P.E.

Director/City Engineer, Transportation & Capital Improvements

PRIDE CROSSWALK FUNDING AGREEMENT

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

If to the Donor:

James Poindexter
Secretary, Pride San Antonio
Pride San Antonio
P.O. Box 120185
San Antonio, Texas 78212

VII. APPLICABLE LAW

7.1 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.

7.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

VIII. COMPLIANCE WITH LAWS

8.1 Each party will comply with all applicable federal, state and local laws, rules and regulations which may apply to the performance of their respective obligations under this Agreement.

IX. AMENDMENTS

9.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by an amendment, in writing, executed by the Parties. City's Director/City Engineer, Transportation & Capital Improvements shall have the authority to execute amendments on City's behalf without additional approval of the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in cost by the City.

X. SEVERABILITY

10.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this

PRIDE CROSSWALK FUNDING AGREEMENT

Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XI. LEGAL AUTHORITY

11.1 The signatories to this Agreement represent, warrant, assure and guarantee that they have full legal authority to execute this Agreement on behalf of the party for which they are signing and to bind such party to all of the terms, conditions, provisions and obligations herein contained.

XII. ENTIRE AGREEMENT

12.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements between the Parties.

XIII. COUNTERPARTS

13.1 For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

THE CITY OF SAN ANTONIO

PRIDE SAN ANTONIO

By: _____

By: _____

APPROVED AS TO FORM:

City Attorney