

AGENDA ITEM NO. **38(A)**

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
LIBRARY DEPARTMENT**

TO: Mayor and City Council

FROM: Laura Isenstein, Director, Library Department

THROUGH: Terry M. Brechtel, City Manager

COPIES: Frances Gonzalez, Assistant to the City Manager; Rebecca Waldman, Director, Department of Asset Management; File

SUBJECT: Ordinance Authorizing Amendment No. 1 to the Delegate Agency Contract between the City of San Antonio and the Witte Museum

DATE: May 29, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the execution of Amendment No. 1 to the Delegate Agency Contract between the City of San Antonio and the Witte Museum for services to be performed regarding the relocation of the Hertzberg Circus collection and a curatorial assessment of the items contained in the Spanish Governor's Palacc in an amount not to exceed \$32,000.00; and authorizes payment to the Witte Museum pursuant to the agreement.

Staff recommends the approval of this ordinance.

BACKGROUND

Due to facility maintenance needs and planned renovation work at the Hertzberg Library, staff has determined that the City's Hertzberg Circus Collection and associated collections currently housed in the facility need to be moved to a proper climate controlled storage facility in order to better preserve the collection.

As such, because of the delicate nature of the collection and the requirement for special handling, staff conferred with the Witte Museum regarding the potential for assisting with services to include oversight of the relocation of the collections. The Witte has extensive experience in moving, caring for and storing museum quality artifacts. Through this proposed contract amendment, the Witte will contract for and oversee the packing and the movement of the collections from their current location to a climate controlled storage facility. City and Witte staff worked together to select the temporary storage facility that met the requirements outlined in a report commissioned earlier this year by the City.

This contract amendment also provides for the Witte, at no cost, to perform a curatorial assessment of the items contained in the City's Spanish Governor's Palace and to issue a conditions report regarding the assessment.

POLICY ANALYSIS

Approval of this ordinance, which will allow for the temporary relocation of the collections from the Hertzberg Library, and therefore accommodate its renovation, is consistent with city policy regarding the maintenance of existing facilities.

FINANCIAL IMPACT

Under the terms of the Delegate Agency Contract amendment, the City will pay the Witte an amount not to exceed \$32,000.00 for the services provided for the Hertzberg Circus collection relocation. In addition, the Witte will provide the Spanish Governor's Palace curatorial assessment services at no charge.

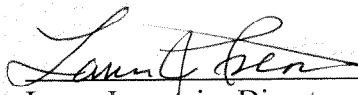
Additional costs associated with the relocation of the Hertzberg Collection from the Hertzberg Library include the lease of temporary storage space with expenses estimated at \$48,720.00. Funds were budgeted in the FY 2003 Hotel/Motel Fund for the lease and collection relocation expenses.

COORDINATION

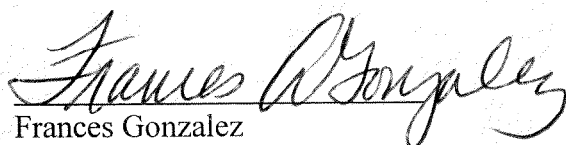
This agenda item has been coordinated with the following departments: City Attorney's Office, Asset Management and Parks and Recreation.

SUPPLEMENTARY COMMENTS

The required Ethics Ordinance Disclosure Statement form is attached.

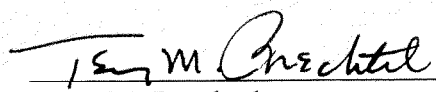


Laura Isenstein, Director
Library Department



Frances Gonzalez
Assistant to the City Manager

Approved:



Terry M. Brechtel
City Manager

City of San Antonio Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, 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.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract:

N/A

(2) the identity of any business entity¹ that would be a party to the discretionary contract:

N/A

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract:

N/A

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract:

N/A

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.

- (3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly 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 (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
N/A		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: <i>James C. McArthur</i>	Title: <i>President & Executive Director</i> Company: <i>Witte Madison</i>	Date: <i>4/30/03</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.

Delegate Agency Contract between the City of San Antonio and the Witte Museum

Amendment No. 1

The City of San Antonio ("City") and the Witte Museum ("Witte") entered into a Delegate Agency Contract ("Contract") as of October 1, 2002. Since that time, the City has determined that the City's Hertzberg Circus Collection and associated collections (the "Collection") currently housed in the library facility on Market Street Downtown, needs to be moved to a proper climate controlled storage facility in order to better preserve the collection. The City further determined that such a delicate task would best be undertaken under the supervision and control of the Witte, given the Witte's extensive experience in moving, caring for and storing museum quality artifacts. The City and the Witte therefore, wish to amend the Contract, adding this additional program to the other programs contracted for in the Contract and providing for additional payments to the Witte in reimbursement for this work as set out below.

1) Exhibit A "Program Statement" is amended by adding two additional subcategories entitled, respectively, "storage services" and "Spanish Governor's Palace" which will read as follows:

Storage Services

- **Hertzberg Circus collection storage:** The Witte agrees to contract for and oversee the packing and the movement of the Collection from its current location to a climate controlled storage facility, which in the professional opinion of its curators is satisfactory to preserve this museum quality Collection. The Witte agrees to use its professional judgement in selecting a high quality, professional movers with adequate experience in moving delicate artifacts such as contained in the Collection. The Witte agrees to indemnify the City against any losses caused by the move and will insure that the movers selected shall maintain insurance in amounts adequate to make the City whole in the event of any damage caused to the collection during the move.

Spanish Governor's Palace

- **Curatorial Assessment:** The Witte agrees to perform a curatorial assessment of the items contained in the City's Spanish Governor's Palace and to issue to the City a conditions report containing its findings from such an assessment. There will be no compensation to the Witte for this assessment or report.

2) The Section entitled "ALLOCATION(S)" is amended by increasing the reimbursement amount provided for in this section from \$305,620 to the new total reimbursement amount not to exceed \$337,620.

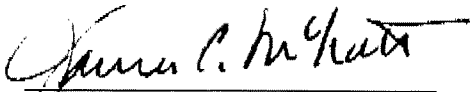
3) All of the other terms and conditions of said contract shall remain in full force and effect.

Delegate Agency Contract between the City of San Antonio and the Witte Museum
Amendment No. 1

Executed this 1st day of May 2003.

THE WITTE MUSEUM

CITY OF SAN ANTONIO



James C. McNutt
President & Executive Director

Terry M. Brechtel
City Manager

Approved as to form:

City Attorney