

AN ORDINANCE 2013-06-20-0458

TERMINATING A 30 YEAR LEASE AGREEMENT WITH EL CENTRO DEL BARRIO FOR THE USE OF A 24,864 SQUARE FOOT OUT PATIENT CLINIC BUILDING ALONG WITH THE 4,335 ACRE LOT LOCATED AT 9011 POTEET JOURDANTON FREEWAY, IN COUNCIL DISTRICT 4 AND THE CORRESPONDING LEASE-BACK BY THE CITY OF 1,892.5 SQUARE FOOT PORTION OF THE SUBJECT BUILDING.

\* \* \* \* \*

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

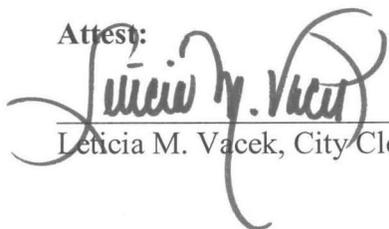
**SECTION 1.** The lease attached as **Attachment I**, together with all amendments and renewals or extensions thereof, if any, together with any other lease-related agreements between the City and El Centro del Barrio pertaining to substantially the same premises, are hereby terminated as of the recording date of the deed from the City to El Centro Del Barrio authorized of even date with this Ordinance. The City Manager and her designee, severally, should take all actions conducive to effectuate the transaction, including agreeing to and executing and delivering documents and instruments conducive to effectuating the transaction.

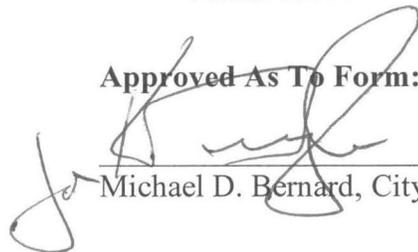
**SECTION 2.** The RFCA system provides no fiscal language for this Ordinance.

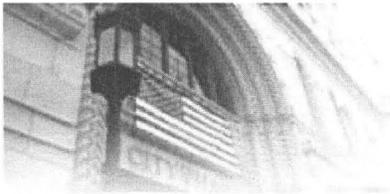
**SECTION 3.** This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

**PASSED AND APPROVED** this 20<sup>th</sup> day of June 2013.

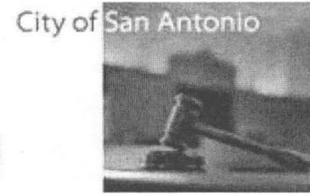
  
M A Y O R  
Julián Castro

Attest:  
  
Leticia M. Vacek, City Clerk

Approved As To Form:  
  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**



## Agenda Voting Results - 29C

<b>Name:</b>	29A, 29B, 29C						
<b>Date:</b>	06/20/2013						
<b>Time:</b>	12:35:41 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance terminating a 30 year lease agreement with El Centro del Barrio (CentroMed) for the use of a 24,864 square foot outpatient clinic building along with the 4,335 acre lot located at 9011 Poteet Jourdanton Freeway, in Council District 4 and the corresponding lease-back by the City of 1,892.5 square foot portion of the subject building.						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

## Attachment I

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### Ground Lease

(9011 Poteet-Jourdanton/CentroMed)

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#### Authorizing Ordinance:

**Landlord:** City of San Antonio

**Landlord's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**Address for Rent Payment:** P.O. Box 839966, San Antonio, Texas 78283-3966

**Tenant** El Centro del Barrio, a Texas nonprofit corporation,  
d/b/a CentroMed

**Tenant's Address:** 3750 Commercial Avenue; San Antonio, Texas  
78221

**Premises:** The land and improvements, including an approximately 24,864 gross square feet building, located at 9011 Poteet-Jourdanton Highway, San Antonio, Bexar County, Texas 78224, more particularly described on **Exhibit A**, which is incorporated herein for all purposes.

**Permitted Use:** Medical, dental, behavioral health, WIC, and other services reasonably related to Tenant's "Project Scope" as approved by the U.S. Department of Health and Human Services – Health Resources and Services Administration, only

**Lease Commencement Date:** The later of (A) the effective date of the Authorizing Ordinance or (B) the later of the signatures of the two parties.

**Term:** 30 years

**Rent:** \$100 monthly

## **1. Demise of Premises.**

1.01. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord under the terms of this Lease. Tenant is to have and hold the Premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to them. The foregoing includes easements; rights, and privileges of Landlord, existing now or at any time during the lease term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the Premises and reversions that may later accrue to Landlord as owner of the Premises by reason of the closing of any street, sidewalk, or alley. Despite the conveyance of this leasehold, Landlord reserves to itself the right to place, operate, maintain, repair, replace, and construct an air monitoring station on the Premises. In addition, Landlord reserves generally the right to cross the leasehold for ingress and egress to the monitoring station.

1.02. This Lease is conditioned on Tenant having and retaining qualification under section 501(c)(3) of the Internal Revenue Code throughout the Term. Tenant's failure to have that status or allowing that status to lapse is a material default.

1.03. Landlord acknowledges that Tenant intends to remodel the interior of the Building on the Premises, but no such remodeling work may begin until after October 1, 2010.

## **2. Lease Term.**

2.01. The Initial Term is as stated above.

2.02. Unless renewed, this lease terminates without further notice when the Initial Term expires. If renewed, it terminates without further notice when the renewed

term expires. Tenant's holding over expiration is not a renewal of the lease and does not give Tenant rights under the Lease in or to the Premises.

2.03. If Tenant holds over and continues in possession of the Premises after the Initial Term (or any extension) expires, Tenant's occupancy will be at sufferance, subject to all the terms of this lease.

### **3. Rent.**

3.01. The Rent is as stated above.

3.02. Tenant must pay Rent to Landlord monthly in advance on the first calendar day of each month. Payments must be in lawful money of the United States to the Address for Rent Payment, unless Landlord notifies Tenant to make payment to some other address.

3.03. Rent installments unpaid for 30 days bear interest at the rate of 18% per annum until paid, beginning on the day after each such installment was due.

### **4. Taxes.**

4.01. As a part of the rent due under this lease, Tenant must pay and discharge all taxes, general and special assessments, and other charges of any kind levied on or assessed against the Premises and all interests in the Premises and all improvements and other property on them during the lease term, whether belonging to Landlord or to Tenant. Tenant must pay all the taxes, charges, and assessments directly to the public officer charged with their collection not fewer than 15 days before delinquency. Tenant must indemnify Landlord and hold it harmless from all loss, cost, liability, or expense arising from or relating to such taxes, charges, and assessments. Tenant may, in good faith at its own expense (in its own name or in that of Landlord, or both), contest taxes, charges, and assessments. But it must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

4.02. If taxes, special assessments, or governmental charges remain unpaid and uncontested later than 15 days before delinquency, Landlord may give written notice to default, specifying the default. If Tenant continues to fail to pay the taxes, special assessments, or governmental charges, or to timely contest them in good faith, before delinquency, Landlord may pay the items specified in the notice. Tenant must then reimburse Landlord on demand for amounts paid or expended for such purpose, with interest at 18% per annum from the date of Landlord's payment until Tenant's reimbursement.

### **5. Utilities.**

Tenant must transfer into its name and pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Premises throughout the lease term, including any connection fees.

## **6. Use of Premises.**

6.01. Tenant may use the Premises only for the Permitted Use, unless Landlord otherwise consents in writing. Tenant must not use or store, or permit to be used or stored, on the Premises any hazardous or toxic substances or materials, except Tenant may generate and dispose of bio-hazardous medical waste in the ordinary course of activities expressly authorized under the Permitted Use. All such generation and disposal must conform to all applicable laws, rules, and regulations.

6.02. Tenant must not use or permit the Premises to be used for any activity violating any applicable local, state, or federal law, rule, or regulation.

## **7. Repairs, Maintenance, and Restoration.**

7.01. Tenant must keep and maintain all buildings and improvements erected on the Premises, including the grounds and landscaping, in a good state of appearance and repair (except for reasonable wear and tear) at Tenant's own expense.

7.02. If any building or improvement constructed on the Premises is damaged or destroyed by fire or any other casualty, regardless of the extent of the damage or destruction, Tenant must; within six months from the date of the damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement. Tenant must pursue the repair, reconstruction, or replacement with reasonable diligence and restore the building to substantially the condition it was in before the casualty. But if beginning or completing this restoration is prevented or delayed by war, civil commotion, acts of God, strikes, fire or other casualty, or any other reason beyond Tenant's control, the time for beginning or completing the restoration (or both) will automatically be extended for the period of each such delay.

## **8. Mechanic's Liens.**

Tenant must not cause or permit any mechanic's or other liens to be filed against the fee of the Premises or against Tenant's leasehold interest (excluding any leasehold mortgage). If such a lien is recorded, Tenant must either cause it to be removed, or if Tenant in good faith wishes to contest the lien, take timely action to do so at Tenant's sole expense. If Tenant contests the lien, Tenant must indemnify Landlord and hold it harmless from all loss, cost, liability, or expense arising from the lien contest. If Tenant loses the contest, Tenant must cause the lien to be discharged and removed before any judgment is executed.

## **9. Condemnation.**

9.01. If the Premises or any part of them are taken by condemnation as a result of any action or proceeding in eminent domain other than by Landlord, or are transferred in lieu of condemnation to any authority entitled to condemn, this article governs Landlord's and Tenant's interests in the award or consideration for the transfer and the effect of the taking or transfer on this lease.

9.02. If the entire Premises are taken or so transferred, this lease and all of the rights, titles, and interests under it ceases on the date that title to the Premises vests in the condemning authority. All proceeds of condemnation are Landlord's.

9.03. If only part of the Premises is taken or transferred, this lease terminates if, in Tenant's opinion, the remainder of the Premises is in such a location, or is in such form, shape, or reduced size, that Tenant's business cannot be effectively and practicably operated on it. In such case, this lease and all rights, title, and interest under it cease on the date that title vests in the condemning authority. All proceeds of condemnation are Landlord's.

9.04. If part of the Premises is taken or transferred and, in Tenant's opinion, the remainder of the Premises is in such that Tenant's business can be effectively and practicably operated on the remaining Premises, this Lease terminates only as to the portion of the Premises taken or transferred. The termination is as of the date title vests in the condemning authority. The Lease continues as to the portion not taken or transferred. As of the termination date, Tenant's rent is reduced during the unexpired portion of this lease to that proportion of the annual rent that the value of the part of the Premises not taken bears to the value of the whole. Such values are to be determined as of the date immediately before any actual taking. All proceeds of condemnation are Landlord's.

9.05. In any case, Tenant is free to seek a separate condemnation award for any loss of or diminishment to its leasehold.

**10. Insurance.**

10.01. Landlord disclaims any employee, agent, or invitee relationship with any person whose presence on the Premises is through Tenant. Any and all claims resulting from any obligation for which Tenant may be held liable under any workers' compensation, unemployment compensation, disability benefits, similar statutory scheme, or common law negligence is the sole obligation and responsibility of Tenant.

10.02. Tenant must provide and maintain in full force and effect with respect to the Premises from the Commencement Date of this Lease and for the duration of this Lease and any extensions thereof, insurance coverage written on an occurrence form, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to Landlord, in the following types and amounts:

<b>Type:</b>	<b>Amount:</b>
1. Worker's Compensation	Statutory, with a Waiver of subrogation in favor of Landlord
2. Employer's Liability	\$500,000/\$500,000/\$500,000 with a Waiver of Subrogation in favor of Landlord
3. Commercial General Public Liability Insurance to include (but not be limited to coverage for) coverage for the following:	For Bodily Injury, Death, and Property Damage of \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in

- (a) Premises/Operations umbrella or excess liability coverage
  - (b) Independent Contractors
  - (c) Products/Completed Operations
  - (d) Contractual Liability
  - (e) Personal Injury Liability
  - (f) Broad-Form Property Damage, to include Fire Legal Liability Coverage for replacement cost of Tenant's improvements
  - (g) Host Liquor Liability Insurance, if alcoholic beverages are served on the Premises
  - (f) Liquor Legal Liability Insurance, if alcoholic beverages are sold on the Premises
4. Business Automobile Liability to include coverage for: Combined Single Limit for Bodily Injury, Death, and Property Damage of \$1,000,000.00 per occurrence
- (a.) Owned/Leased Automobiles
  - (b.) Non-owned Automobiles
  - (c) Hired Automobiles
5. Property Insurance for physical damage to the property of the Tenant, including improvements and betterments Coverage for replacement cost of Tenant's improvements.

10.03. Each insurance policy required by this Lease must contain the following clauses:

"This insurance is not canceled, limited in scope or coverage, or non-renewed until after 30 days' prior written notice has been given to:

- (a) City Clerk, City of San Antonio  
City Hall/2nd Floor  
P. O. Box 839966  
San Antonio, Texas 78283-3966  
Attention: Risk Manager

**and**

- (b) Department of Capital Improvement Management Services  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Attention: Director

"The insurance provided by Tenant is primary to any insurance or self-insurance maintained by the City of San Antonio."

“Any insurance or self-insurance maintained by the City of San Antonio applies in excess of, and does not contribute with, insurance provided by this policy.”

Each insurance policy required by this Lease, excepting policies for Workers’ Compensation and Employer’s Liability, must contain the following clause:

“The City of San Antonio, its officials, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under this Lease with the City of San Antonio.”

10.04. Tenant must require its insurance carrier(s) to deliver to Landlord’s Risk Manager and City Clerk, upon request and without expense, copies of policies and endorsements pertinent to the limits required by Landlord. Landlord may request changes in policy terms, conditions, limitations, or exclusions (except where established by law). If Landlord does so and the changes would increase premiums, Landlord will provide 30 days’ prior notice to Tenant and an opportunity to discuss the changes. If Landlord still wants the changes after discussion, Tenant must make the changes and pay the cost thereof.

10.05. If Tenant makes leasehold improvements, Tenant must further provide Builder’s Risk Insurance Coverage, Worker’s Compensation and Employer’s Liability Insurance Coverage, Professional Liability Insurance Coverage and any other liability or other insurance coverage in the amounts and types of coverage approved by Landlord’s Risk Manager, covering all risks of physical loss during the term of any construction contract and until work is accepted by the City of San Antonio. Tenant must procure and maintain the insurance, as well as other insurance coverage enumerated above, in full force and effect during the construction phase. Also, payment and performance bonds naming Landlord as indemnitee must be provided by Tenant or its contractors or subcontractors. If the construction is minor, Tenant may send a written request to the City’s Director of Capital Improvement Management Services to waive the requirements in this Section, but a waiver may be granted only by Landlord’s Risk Manager, whose decision is final.

10.06. Within 30 days after the Commencement Date, Tenant must deliver certificates to Landlord’s Risk Manager and the City Clerk from Tenant’s insurance carrier, reflecting all required insurance coverage. All endorsements and certificates must be signed by an authorized representative of the insurance company and must include the signatory’s company affiliation and title. If requested by Landlord, Tenant must send Landlord documentation acceptable to Landlord that confirms that the individual signing the endorsements and certificates is authorized to do so by the insurance company.

10.07. The Notices and Certificates of Insurance must be provided to the same addresses as the notices of cancelation.

10.08. Nothing herein contained limits in any way Tenant’s liability for damages to persons or property resulting from Tenant’s activities or the activities of Tenant’s agents, employees, sublessees, or invitees under this Lease.

**10.09. Tenant waives all claims against Landlord for injury to persons or property on or about the Premises, whether or not caused by Landlord's negligence.**

**11. Indemnification.**

11.01. These definitions apply to the indemnity provisions of this Contract:

11.01.01. "Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising out of acts or omissions of any person other than an Indemnitee that give rise to assertions of Indemnitee liability under this Contract, whether or not the person is a party to this agreement. Indemnified Claims include attorneys' fees and court costs and include claims arising from property damage and from personal or bodily injury, including death.

11.01.02. "Indemnitees" means the City of San Antonio and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.

11.01.03. "Indemnitor" means Tenant.

**11.02. Indemnitor must indemnify Indemnitees, individually and collectively, from all Indemnified Claims.**

**11.03. If Indemnitor and one or more Indemnitees are finally adjudged to be jointly liable for Indemnified Claim, Indemnitor need not further indemnify the so-adjudged Indemnitees from liability arising from the Indemnitees' adjudicated share of liability. But despite allegations of Indemnitee negligence, Indemnitor must nevertheless defend all Indemnitees until final adjudication. Indemnitor may not recover sums previously spent defending or otherwise indemnifying the Indemnitee who has been adjudged to be negligent and must continue to indemnify other Indemnitees.**

11.04. There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of Indemnitees..

11.05. Indemnitor must promptly advise the City of San Antonio in writing of any Indemnified Claim and must, at its own cost, investigate and defend the Indemnified Claim.

11.06. In addition to the indemnity required under this Contract, each Indemnitee may, at its own expense, participate in its defense by counsel of its choosing without relieving or impairing Indemnitor's obligations under this indemnity paragraph.

11.07. Indemnitor may not settle any Indemnified Claim without the consent of the City of San Antonio, whether or not the City is an Indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by Indemnitor and

(B) the proposed settlement does not contain an admission of liability or wrongdoing by any Indemnitee. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of San Antonio is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.

11.08. Nothing in this Contract waives governmental immunity or other defenses of Indemnitees under applicable law.

11.09. If, for whatever reason, a court refuses to enforce this indemnity as written, and only in that case, the parties must contribute to any Indemnified Claim 5% by the Indemnitees and 95% by the Indemnitor. Indemnitor need look only to the City of San Antonio for Indemnitees' 5% if the City of San Antonio is an Indemnified Party as to a particular Indemnified Claim.

## **12. Assignment and Subletting.**

12.01. Any attempt at transfer or assignment of Tenant's rights, duties, and obligations hereunder, without the Landlord's prior written consent, is void and terminates the Lease. Tenant must, upon such termination, immediately and peacefully vacate the Premises within three days after Landlord's notice to Tenant.

12.02. Tenant will not sublet without Landlord's consent, but Landlord will not withhold consent to subleases up to a cumulative total of 20% of the building for so long as the sublessees provide quality healthcare or ancillary services to the public.

12.03. Tenant must pay Landlord 50% of sublease rent in a calendar year greater than Building and Maintenance Expenses promptly after closing Tenant's books for the year, but no later than April 1 of the following year. Building and Maintenance Expenses are out-of-pocket expenses that Landlord must reasonably pay in connection with operation and maintenance of the Building such as for utilities, janitorial services, casualty and liability insurance policies required under this Lease, security services, grounds maintenance, maintenance, repair, and replacements. Building and Maintenance Expenses do not include (i) principal or interest on any debt, (ii) repair, replacements, and general maintenance paid by proceeds of insurance or other third parties; (iii) depreciation; (iv) leasing commissions; (v) legal expenses; (vi) renovating or otherwise improving space in the Building; (vii) federal income taxes imposed on or measured by the income of Landlord from operation of the Building; (viii) marketing expenses, and (ix) capital expenditures classified as such for federal income tax purposes.

12.04. Tenant's failure to remit Landlord's share of sublease rent is a material default.

12.05. On three business-days' written notice, Landlord and its agents and representatives may inspect and copy Tenant's business records relating to the rent account required by this subparagraph. Unless otherwise mutually agreed, the

inspection will be conducted during normal working hours. Tenant must make the records available at a location in San Antonio, Texas where Landlord and its agents and representatives will have reasonable accommodations, including HVAC, seating, workspace, access to electric power, and access to copy machines. Landlord will pay Tenant 10 cents a copy for any copies made on Tenant's machine.

12.06. Landlord's consent on one occasion does not waive need for consent to any later attempted transfer, assignment, or subletting.

### **13. Default and Remedies.**

13.01. If Tenant defaults in performing any obligation arising out of this lease and does not correct the default within 10 days after receipt of written notice to Tenant and any lender, notice to whom is required by this lease, Landlord may terminate this lease. Landlord or its agent or attorney may resume possession of the Premises and relet them for the remainder of the term at the best rent obtainable for the account of Tenant, who must make good any deficiency. For the purpose of posting the notice required by Property Code Section 93.002(f), the "front door" of the lease Premises is the door facing Poteet-Jourdanton Highway or, if that door is removed in remodeling, then any other door reasonably selected by Landlord.

13.02. Termination of this lease does not relieve Tenant from paying (A) money owing to Landlord under the lease at the time of termination, or (B) any claim for damages against Tenant under this lease. Termination does not prevent Landlord from enforcing payment by any remedy provided for by law or from recovering from Tenant for any default. Landlord's rights, options, and remedies under this lease are cumulative, and no one of them is exclusive of the other. Landlord may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this lease. No waiver by Landlord of a breach of any covenant or condition of this lease is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this lease.

13.03. Landlord waives any common law, statutory, or contractual lien it might otherwise have in the medical records of Tenant's patients.

### **14. General Protective Provisions.**

14.01. Tenant must permit Landlord or its agents, representatives, or employees to enter the Premises to (A) inspect, (B) determine whether Tenant is complying with this lease, (C) maintain, repair, or alter the Premises, or (D) show the Premises to prospective tenants, purchasers, mortgagees, or beneficiaries under trust deeds.

14.02. The relationship between Landlord and Tenant is at all times solely that of landlord and tenant, not that of partners or a joint venturers.

14.03. If constructing the building, curing any default (other than failure to pay rent, insurance premiums, or taxes), or performing any other obligation is delayed by war; civil commotion; act of God; fire or other casualty; or any other circumstance beyond the control of the party obligated to perform, each party so delayed is excused from performance during the delay period.

14.04. Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.

14.05. If Landlord sells or transfers all or part of the Premises and as a part of the transaction assigns its interest in this lease, of the effective date of the assignment, Landlord has no further liability under this lease, except with respect to matters that have accrued and are unsatisfied as of that date. Landlord's covenants and obligations under this lease will bind Landlord and its successors and assigns only during their respective, successive periods of ownership of the fee.

14.07. If the Lease names more than one Tenant or Landlord; the obligations of all Tenants and Landlords are joint and several.

#### **15. Prohibited Interests in Contracts.**

15.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, 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:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

15.02. Tenant warrants and certifies as follows:

- (i) Tenant and its officers, employees and agents are neither officers nor employees of the City.
- (ii) Tenant has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

15.03. Tenant acknowledges that City's reliance on the above warranties and certifications is reasonable.

#### **16. Miscellaneous.**

16.01. The rights and remedies under agreement are cumulative, and either party's using any right or remedy does not preclude or waive its right to use any other

remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

16.02. Time is of the essence under this agreement.

16.03. Tenant will, upon expiration or termination, yield up the Premises peacefully to Landlord, in good order, condition, and repair, reasonable use and wear excepted.

16.04. This Agreement is entered into in San Antonio, Bexar County, State of Texas. **The Construction Of This Agreement And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas.** But the Texas conflicts of law rules must not cause the application of the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

16.05. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

16.06. This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

16.07. **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

16.08. This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

16.09. This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third party beneficiaries.

16.10. Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble. If the addressee is a corporation, notices must be addressed to the attention of its President. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

16.11. Paragraph captions in this Agreement are for ease of reference only and do not affect the interpretation hereof.

16.12. This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it shall not be necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties.

16.13. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the parties as contained in this agreement

**17. Public Information.**

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

**18. Leaseback to Landlord.**

Upon execution and delivery of this Lease, Tenant must tender to Landlord a sublease of part of the Premises on the terms provided in **Exhibit B**, which is incorporated by reference for all purposes as if fully set forth.

**19. Library Parking.**

Tenant must allow patrons and other invitees of the nearby San Antonio public library branch to park in at least 10% of the spaces in the parking lot of the Premises on a first come, first served basis.

**20. Time of the Essence.**

Time is of the essence in all deadlines contained in this agreement.

**In Witness Whereof, the parties have hereunto caused their representatives to set their hands.**

**City of San Antonio**, a Texas  
municipal corporation

**El Centro del Barrio**, a Texas  
nonprofit corporation, d/b/a CentroMed

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Exhibit A**

Field notes for a tract of land containing 4.335 Acres (188,831.00 square feet) being Parcel P-2, Block 94, N.C.B. 11067 and Parcel P-1A, Block 95, N.C.B. 11067 and an unimproved portion of Hunter Blvd., City of San Antonio, Bexar County, Texas and being the same tract of land conveyed by Francis J. Furey, Archbishop of San Antonio to the City of San Antonio, a municipal corporation of the County of Bexar, State of Texas as recorded in Volume 6859, Page 345 of the Real Property Records of Bexar County, Texas and being more particularly described by metes and bounds as surveyed as follows:

**BEGINNING:** at a "P-K" nail set in concrete at the point of intersection of the east right-of-way line of Palo Alto Road and the south right-of-way line of Hunter Boulevard, said point being the northwest corner of the 4.335 Acre Tract conveyed by Francis J. Furey, Archbishop of San Antonio to the City of San Antonio, a municipal corporation of the County of Bexar, State of Texas as recorded in Volume 6859, Page 345 of the Real Property Records of Bexar County, Texas for the northwest corner of this tract;

**THENCE:** N 89°56'38" E with the south right-of-way line of Hunter Boulevard and the north boundary line of the aforementioned 4.335 Acre Tract a distance of 320.16 feet to a ½" iron pin set in the ground with an orange plastic cap marked COSA-CIMS at the point of intersection with the west right-of-way line of State Highway 346 (Poteet - Jourdanton Highway) for the northeast corner of this tract;

**THENCE:** S 0°05'22" E with the west right-of-way line of State Highway 346 (Poteet-Jourdanton Highway) a distance of 589.01 feet to a ½ iron pin found at southeast corner of the aforementioned 4.335 Acre Tract, said point also being the northeast corner of Lot 1, Block 95, N.C.B. 11067, St. Bonaventure Catholic Church Subdivision recorded in Volume 9525, Page 6 of the Deed and Plat Records of Bexar County, Texas for the southeast corner of this tract;

**THENCE:** S 89°58'40" W with the north boundary line of Lot 1, Block 95, N.C.B. 11067 a distance of 321.14 feet to a ½" iron pin found at the southwest corner of the aforementioned 4.335 Acre Tract, said point also being the northeast corner of said Lot 1 and being along the east right-of-way line of Palo Alto Road for the southwest corner of this tract;

**THENCE:** N 0°00'20" E with the east right-of-way line of Palo Alto Road and the west boundary line of the aforementioned 4.335 Acre Tract a distance of 588.82 feet to the POINT OF BEGINNING for this tract of land containing 4.335 Acres (188,831.00 square feet), more or less.

