

AN ORDINANCE 87928

**AUTHORIZING THE EXECUTION OF LEASE AGREEMENTS WITH PARENT-CHILD, INC. FOR USE OF PROPERTY LOCATED AT 3510 NORTH MAIN AND PROPERTY LOCATED AT 1000 WEST HARRIMAN PLACE, 911 WEST HARRIMAN PLACE AND 1001 WEST HARRIMAN PLACE FOR THE OPERATION OF THE HEADSTART PROGRAM, AND ALSO WITH ELLA AUSTIN COMMUNITY CENTER FOR USE OF PROPERTY LOCATED AT 1023 NORTH PINE STREET FOR THE OPERATION OF SOCIAL SERVICES, FOR A FIVE (5) YEAR TERM ENDING DECEMBER 31, 2003, AND A FIVE (5) YEAR OPTION SUBJECT TO CITY COUNCIL APPROVAL, FOR A TOTAL CONSIDERATION OF \$1.00 PER YEAR PER LEASE.**

\*\*\*\*\*

**WHEREAS**, the City of San Antonio seeks to support the capacity of the community to provide services through collaborative efforts with community-based organizations; and

**WHEREAS**, the current leases with Parent-Child, Inc. and Ella Austin Community Center have expired and it is now necessary to renew the lease agreements; **NOW THEREFORE:**

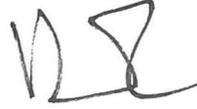
**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

SECTION 1. The City Manager or his designee is authorized to execute a lease agreement with Parent-Child, Inc. for the real property located at 3510 North Main, 1000 West Harriman Place, 911 West Harriman Place and 1001 West Harriman Place, and unimproved Lots 7 through 15, 19 through 22, Lots 30 through 35, and the West 32.5 ft. of Lot 36 of NCB 6803 in the West Harriman Place Blocks, all in San Antonio, Texas, for the purpose of Headstart Program operation and activities for a five (5) year period ending December 31, 2003 and an additional five (5) year period subject to City Council approval, at a rate of a \$1.00 per year. A copy of the lease in substantially final form, is affixed hereto and incorporated herein by reference as Attachment I.

SECTION 2. The City Manager or his designee is authorized to execute a lease agreement with Ella Austin Community Center for the real property located at 1023 North Pine Street, San Antonio, Texas for the purpose of providing general and social services related to children, youth, families, seniors, individuals and groups for a five (5) year period ending December 31, 2003 and an additional five (5) year period subject to City Council approval, at a rate of a \$1.00 per year. A copy of the lease in substantially final form, is affixed hereto and incorporated herein by reference as Attachment II.

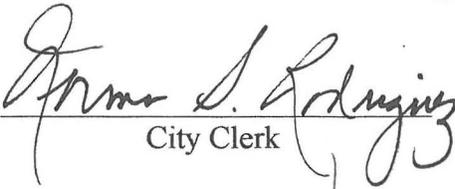
SECTION 3. This ordinance shall be effective on the tenth (10th) day after passage hereof.

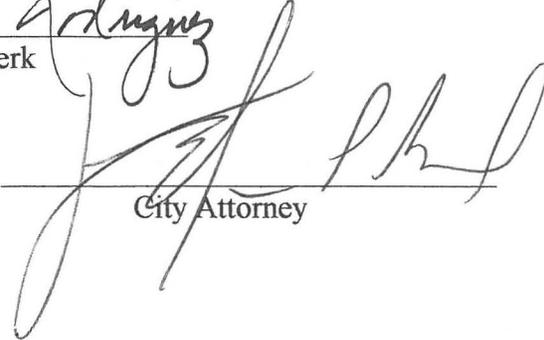
PASSED AND APPROVED this 11<sup>th</sup> day of June, 1998.



M A Y O R

Howard W. Peak

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
City Attorney

MEETING OF THE CITY COUNCIL

ALAMODOME
ARTS & CULTURAL AFFAIRS
ASSET MANAGEMENT
AVIATION
BUDGET & MANAGEMENT ANALYSIS
BUILDING INSPECTIONS
HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS - FRANCES GONZALES
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
COMMUNITY RELATIONS
PUBLIC INFORMATION
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
ECONOMIC DEVELOPMENT
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERGOVERNMENTAL RELATIONS
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
PARKS AND RECREATION
MARKET SQUARE
PLANNING DEPARTMENT
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE DIVISION
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA
YOUTH INITIATIVES

AGENDA ITEM NUMBER: 21

DATE: JUN 11 1998

MOTION: \_\_\_\_\_

ORDINANCE NUMBER: 87928

RESOLUTION NUMBER: \_\_\_\_\_

ZONING CASE NUMBER: \_\_\_\_\_

TRAVEL AUTHORIZATION: \_\_\_\_\_

NAME	ROLL	AYE	NAY
ROGER FLORES, II District 1			ABSENT
MARIO SALAS District 2			ABSENT
DEBRA GUERRERO District 3			
RAUL PRADO District 4			
RICK VASQUEZ District 5			
JOSE MENENDEZ District 6			
ED GARZA District 7			
ROBERT MARBUT District 8			
TIM BANNWOLF District 9			
JEFF S. WEBSTER District 10			
HOWARD W. PEAK Mayor			

**FILE** (ORIGINAL) "PARENT-CHILDING"  
 (COPY) "ELZA ALSTON"

**CONSENT AGENDA 98-23**



# LEASE AGREEMENT

*between*

**CITY OF SAN ANTONIO**

*and*

**PARENT-CHILD, INC.**

This Lease, made by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation, Located in Bexar County, Texas (hereinafter called "CITY"), acting by and through its City Manager or, in his stead, the Assistant City Manager, or Assistant to the City Manager, pursuant to Ordinance No. \_\_\_\_\_, passed and approved by the City Council on \_\_\_\_\_, and PARENT-CHILD, INC., a Texas non-profit corporation of Bexar County, Texas (hereinafter called "TENANT"), WITNESSETH:

## **I.**

### **DEMISE OF PREMISES**

1.1 The CITY, for and in consideration of the rents, covenants and promises herein contained to be kept and performed and observed by TENANT, does hereby lease and demise to TENANT, and TENANT does hereby lease and accept from the CITY approximately 17,630 square feet in four buildings located on real property known as 911 W. Harriman Place, 1000 W. Harriman Place and 1001 W. Harriman Place and unimproved Lots 7 through 15, 19 through 22, Lots 30 through 35, and the West 32.5 ft. of Lot 36 of NCB 6803 in the West Harriman Place Blocks, all in San Antonio, Bexar County, Texas and 5,900 square feet in a building located on real property known as 3510 N. Main in San Antonio, Bexar County, Texas.

1.2 GENERAL RESERVATION: The CITY reserves the right to enter the Leased premises at reasonable hours (and if, in the opinion of the CITY, an emergency exists requiring immediate action, at any time), to inspect without a warrant to make replacements, repairs or restorations, and to carry out any work or activities in connection with the protection of the public health, safety and welfare, or the preservation of the Leased premises.

## **II.**

### **USE AND OPERATION**

2.1 The leased premises shall be used for the purpose of Headstart Program activities.

2.2 The foregoing use(s) and purpose(s) MAY BE CHANGED ONLY BY PRIOR WRITTEN APPROVAL OF THE CITY.

## **III.**

### **TERM/OPTION TO RENEW**

3.1 The term of this Lease is for a period of five (5) years commencing on January 1, 1998 and ending five (5) years from that date, on December 31, 2003, unless sooner terminated as hereinafter provided.

3.2 TENANT hereby waives any further notice to vacate the Leased premises upon the expiration of the leased term.

3.3 As long as TENANT is not in default hereunder, TENANT may extend this Lease for up to and including one (1) additional term of five (5) years under all the terms and conditions of this Lease provided, however, that TENANT shall notify CITY in writing no longer than six (6) months from the date of expiration of any previous term of its intent to extend the Lease term herein provided. Further, such extension shall be subject to approval by CITY, as evidenced by passage of a CITY ordinance.

**IV.**  
**ACCEPTANCE AND CONDITION OF PREMISES**

4.1 TENANT has had full opportunity to examine the Leased premises, having Leased same for the past twelve (12) years, and acknowledges that there is in and about such premises nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. TENANT is continuing in possession of the Leased premises and TENANT hereby accepts the leased premises in their present AS IS, WHERE IS, WITH ALL FAULTS CONDITION as suitable for the purpose for which leased.

4.2 TENANT agrees that no representations respecting the condition of the Leased premises and no promises to decorate, alter, repair, or improve the Leased premises, either before or after the execution hereof, have been made by CITY or its agents to TENANT unless the same are contained herein or made a part hereof by specific reference herein. CITY specifically disclaims any warranty of suitability of the premises for TENANT's intended purposes.

**V.**  
**RENTAL**

5.1 As consideration for the use and occupancy of the leased premises, TENANT agrees to pay the CITY an annual rental on ONE and NO/100 DOLLAR (\$1.00) on or before the first of each calendar year, by check or money order payable to the CITY OF SAN ANTONIO at the Office of the Director of the Department of Community Initiatives or at such other place as is designated by the CITY in writing.

5.2 In addition, TENANT will be responsible for the management of all the real property located at 911 W. Harriman Place, 1000 W. Harriman Place and 1001 W. Harriman Place and 3510 N. Main for the CITY according to procedures and regulations as the CITY may from time to time establish through the Department of Community Initiatives of the City of San Antonio.

5.3 TENANT agrees that all construction of permanent improvement to the building deemed necessary by TENANT shall be paid by the TENANT.

**VI.**  
**UTILITIES**

6.1 TENANT further agrees to pay or cause to be paid all utility charges incurred for electricity, gas, water, garbage, sewer, telephone, cable TV, satellite TV or other utility service rendered by a utility company or the CITY or a private firm, as and when such charges shall become due.

**VII.**  
**MAINTENANCE**

7.1 TENANT shall, at its sole cost, keep and maintain the Leased premises, including all improvements and appurtenances thereto, in a safe, sanitary and good working condition, and when necessary, repair, replace or restore the premises, improvements and appurtenances, including but not limited to:

- a) Air conditioning and heating equipment;
- b) Electrical and plumbing fixtures, conduits, wires and pipes;
- c) Sidewalks, doors, windows, exits, restrooms, stairs and floors; and
- d) Interior walls, roof, outside areas, parking areas and grounds.

**VIII.**  
**IMPROVEMENTS**

8.1 TENANT shall submit all contracts for improvements to the building to the CITY for written approval through the Department of Community Initiatives of the CITY OF SAN ANTONIO. Such written approval of the CITY must be received before TENANT will be allowed to commence any work contemplated under any contracts.

8.2 TENANT shall not make any structural alterations to any portion of the Leased premises, nor any alterations to the front of the exterior of the Leased premises, nor any major interior alterations, except with prior written approval of the CITY.

8.3 Furthermore, TENANT covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with the construction, repair, alteration, addition or reconstruction work in, on, or about the Leased premises. TENANT agrees to pay any and all liens filed or adjudged against the premises, within fifteen (15) days after filing or judgment.

8.4 Except for furnishings, fixtures, or equipment required by CITY, if any, TENANT shall be solely responsible for all furnishings, fixtures, and equipment in or about the Leased premises and all maintenance thereof.

8.5 All permanent alteration, additions, improvements, including fixtures and equipment, as well as, any furnishing, which said furnishings are left on the Leased premises for thirty (30) days after the expiration or other termination of the primary term of this Lease, shall become, upon such expiration or other termination of the primary term or any extension of this Lease, the property of CITY without compensation by CITY to TENANT.

8.6 In the construction or improvement of the leased premises and at all times thereafter TENANT shall conform to, and comply with, all Federal, State and Local laws, ordinance, permits, rules, and regulations applicable to the leased premises and the operation of TENANT's business therein.

**IX.**  
**RULES AND REGULATIONS**

9.1 TENANT covenants and agrees that TENANT, its employees, and invitees, will comply with reasonable rules and regulations set by CITY including, but not limited to the rules and regulations enumerated below;

- a) Not to use the Leased premises except for the purposes permitted in Article II;
- b) To keep the Leased premises in good condition, (usual wear excepted) and not to commit or permit any waste of said property;
- c) Not to commit or permit the maintenance or commission of any nuisance on the Leased premises nor the use of the Leased premises for any unlawful purposes;
- d) Not to permit any person on the Leased premises to willfully or wantonly destroy, deface, damage, impair or remove any part of the Leased premises or appurtenances thereto;
- e) Not to use nor permit the use of any explosive, flammable or otherwise dangerous materials, equipment, or goods;
- f) To properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances connected thereto, and to keep them clean and sanitary;
- g) To keep the public areas immediately adjoining the Leased premises, including sidewalks, the parking area, and all other outside areas free and clear at all times of any obstructions, garbage and refuse;
- h) To properly collect and dispose of all rubbish, garbage, litter or other waste;
- i) To observe and comply with all the laws of the United States, the State of Texas and ordinances of the City of San Antonio;
- j) Not to use or permit the use of the premises for partisan political activities, including Federal, State, CITY, or county campaigns;
- k) Not to discriminate or permit discrimination on the part of TENANT's agents or employees on account of race, color, sex, age, religion, handicap or national origin in employment practices or in the use of, services provided on, or admission to the Leased premises;
- l) Not to limit employment or give preference in employment to person on the the basis of religion;
- m) Not to discriminate against any persons seeking services or give preference to persons on the basis of religion; and
- n) Adhere to the constitutional provisions separating church and state.

9.1 Should the CITY provide handicapped accessible ingress and egress in specific locations, TENANT agrees not to block or close or otherwise cause the access way to be nonfunctional without providing an alternative means of access approved in writing by the CITY.

**X.**  
**INSURANCE REQUIREMENTS**

10.1 Prior to the commencement of any activities under this LEASES AGREEMENT, TENANT shall furnish a completed Certificate of Insurance to the CITY's Department of Community Initiatives and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The CITY shall have no duty to pay or perform under this LEASE AGREEMENT until such certificate shall have been delivered to the CITY's Department of Community Initiatives and the City Clerk's Office, and no officer or employee shall have authority to waive this requirement.

10.2 The CITY reserves the right to review the insurance requirement of this section during the effective period of this LEASE AGREEMENT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the CITY Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this LEASE AGREEMENT, but in no instance will the CITY allow modification whereupon the CITY may incur increased risk.

10.3 As TENANT's financial integrity is of interest to the CITY, therefore, subject to TENANT's right to maintain reasonable deductibles in such amounts are approved by the CITY, TENANT shall obtain and maintain in full force and effect for the duration of this LEASE AGREEMENT, and any extension hereof, at TENANT's sole expense, insurance coverage written on an occurrence basis, 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 the CITY Risk Manager, in the following types and amounts:

<u>TYPES</u>	<u>AMOUNT</u>
1. Workers' Compensation Employers' Liability (or an Alternative Plan approved by the CITY's Risk Manager)	Statutory \$500,000/\$500,000/\$500,000
2. Commercial General (public) Liability Insurance to include coverage for the following	
a. Premises operations	Combined Single Limit
b. Independent contractor	for Bodily Injury and
c. Products/completed operation	Property Damage of \$1,000,000 per occurrence
d. Personal Injury	or its equivalent
e. Contractual liability	
f. Broad form property damage, to include fire legal liability	
3. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit for Bodily
b. Non-owned vehicles	Injury and Property Damages of
c. Hired vehicles	\$1,000,000 per occurrence or its equivalent.

- 4. Builders' Risk  
(when building improvements, construction, or renovation occur) As determined by the CITY's Risk Manager

10.4 The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the CITY, the TENANT shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

10.5 TENANT agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

- Name the CITY and its officers, employees, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies.
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy:
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the CITY.

10.6 TENANT shall notify the CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notices must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at the following address:

City of San Antonio  
Community Initiatives Department  
P. O. Box 839966  
San Antonio, Texas 78283-3966

City of San Antonio  
City Clerk's Office  
P. O. Box 839966  
San Antonio, Texas 78283-3966

10.7 Nothing herein contained shall be construed as limiting in any way the extent to which TENANT may be held responsible for payments of damages to person or property resulting from TENANT's or its subcontractors' performance of the work covered under this LEASE AGREEMENT.

**XI**  
**FIRE AND OTHER CASUALTY**

11.1 If the building or other improvements on the Leased premises should be damaged or destroyed by fire, tornado, or other Casualty, TENANT shall give immediate written notice thereof to CITY.

11.2 The CITY shall have no obligation to rebuild or repair the premises but may, to the extent of insurance proceeds, apply such proceeds toward reconstruction of the physical improvements.

**XII.**  
**ASSIGNMENTS**

12.1 TENANT shall not assign or sublet the Leased property to any other interest without first obtaining the written consent of the CITY. An assignment or subletting without the written consent of the CITY shall be null and void, and shall, at the option of the CITY, terminate the Lease.

12.2 CITY shall have the right to transfer and assign, in whole or part, any of its rights under this Lease, and in the real property and improvements referred to herein; and, to the extent that such assignee assumes CITY's obligations hereunder, CITY shall by virtue of such assignment be released from such obligations.

12.3 Except as provided in Section 12.1 above, the receipt by the CITY of rent from an assignee, subtenant or occupant of the Leased premises shall not be deemed a waiver of the covenant in this Lease against assignment and subletting or an acceptance of the assignee, subtenant or occupant as a tenant or a release of the TENANT from further observance and performance by the TENANT of the covenants contained in this Lease. No provision of this Lease shall be deemed to have been waived by the CITY unless such waiver by in writing signed by the CITY.

**XIII.**  
**DEFAULT AND REMEDIES**

13.1 The following events shall be deemed to be events of default by TENANT under this Lease:

- a) TENANT shall fail to pay any installment of rent as provided for in this Lease and such failure shall continue for a period of ten (10) days;
- b) TENANT shall fail to operate or conduct business as prescribed by the CITY in Article II, except on account of casualty, damage, remodeling or when the prior written consent of CITY is given;
- c) TENANT shall fail to comply with any term, provision or covenant of this lease, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to TENANT;
- d) TENANT deserts or vacates all or any part of the Leased premises; TENANT will be deemed to have deserted or vacated the premises if by any method or manner whatever, TENANT assigns, transfers, sells or sublets its interest or right to the Leased premises without the prior written consent of the CITY, except as provided in section 12.1 herein; and
- e) The taking by a court of competent jurisdiction of TENANT and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act.

13.2 Upon the occurrence of an event of default as heretofore provided, CITY may, at its option, declare this Lease, and all right and interest created by it, to be terminated. Upon CITY electing to terminate, this Lease shall cease and come to an end, as if that were the day originally fixed herein for the expiration of the term hereof.

13.3 Notwithstanding the termination with cause provisions in case of default, this Agreement may be terminated at the City's option, without cause, at any time during the Initial Term or any Renewal Term, upon written notice, at (1) provided such notice specifies an effective date for termination of not less than one hundred eighty (180) calendar days from the date such notice is mailed by certified mail, return receipt requested to the Tenant. If this Agreement is terminate without cause by CITY, at its option, but only as approved by passage of a future City of San Antonio ordinance, then TENANT shall be entitled to seek and recover reimbursement from

CITY, as final liquidated damages the depreciated value of TENANT's original investment for Improvements constructed by TENANT, subject to verification by TENANT's accounting records, to CITY's satisfaction.

13.4 Any termination of this lease herein provided shall not relieve TENANT from the payment of any sum or sums that shall then be due and payable or become due an payable to CITY hereunder, or any claim for damages then or theretofore accruing against TENANT hereunder, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from TENANT for any default thereunder. All rights, options, and remedies of CITY contained in this Lease shall be cumulative of the other, and CITY shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Lease. No waiver by CITY of a breach of any of the covenants, conditions, or restrictions of this lease shall be construed or held to be a waiver or any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

13.5 Upon any such expiration or termination of this Lease, TENANT shall quit and peacefully surrender the lease premises to CITY, and CITY upon, or at any time after, such expiration or termination, may, without further notices, enter upon and re-enter the leased premises, possess, and repossess itself thereof, by force, summary proceedings, ejection or otherwise, and may dispossess TENANT and remove TENANT and all other persons and property from the leased premises without liability to TENANT. Further, any property of TENANT left on the premises for thirty (30) days after such expiration or termination of the primary term or any extension thereof becomes the property of CITY without liability to TENANT or any third person or entity and TENANT acknowledge and agrees that CITY may dispose of same at a public or private sale, or in any manner whatsoever, without liability of any nature to TENANT.

#### **XIV. HOLDING OVER**

14.1 Should TENANT hold over the Leased premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to \$500.00 per month. The inclusion of the preceding sentence shall not be construed as CITY's consent for the TENANT to hold over.

#### **XV. SEPARABILITY**

15.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **XVI. ENTIRE AGREEMENT/AMENDMENT**

16.1 This Lease together with the authorizing ordinance constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto, in the CITY's case, pursuant to the passage of an Ordinance.

#### **XVII. PARTIES BOUND**

17.1 The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto, their respective legal representatives, successors and their assigns.

**XVIII**  
**TAXES AND LICENSES**

18.1 TENANT shall pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, Local taxes and fees, which are now or may hereafter be upon any of TENANT's property used in connection therewith; and shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by TENANT. Failure to comply with the foregoing provisions shall constitute grounds for cancellation of this lease by the CITY.

**XIX.**  
**NO SUBSTANTIAL INTEREST**

19.1 TENANT acknowledges that it is informed that Texas law prohibits contracts between the CITY and any local public official ("official"), such as a city officer or employee, and that the prohibition extends to an officer and employee of CITY agencies such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. TENANT certifies (and this Lease Agreement is made in reliance thereon) that neither it, its individual officers, employees, or agents, nor any person having a substantial interest in this Lease Agreement is an officer or employee of the CITY or any of its agencies.

**XX.**  
**NOTICES**

20.1 Notices to CITY required or appropriate under this contract shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to City Clerk, P. O. Box 839966/2<sup>nd</sup> Floor, City Hall, San Antonio, Texas 78283-3966 and to the Director of Community Initiatives of the CITY OF SAN ANTONIO, P. O. Box 839966, San Antonio, Texas 78283-3966 or to such other address as may have been designated in writing by the City Manager of the City of San Antonio, from time to time. Notice to TENANT shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to TENANT c/o Board President, or to such other address kept currently on file by TENANT with the City Clerk or the Director of Community Initiatives.

**XXI.**  
**INDEMNITY**

21.1 TENANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, including but not limited to Mechanic's and materialman's and laborer's liens created during TENANT's WORK or subsequent alteration, additions, renovations, remodeling, reconstruction or other improvements, if any damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to TENANT's activities in, on or about the leased premises and the building in which said premises are located or in connection with TENANT's use of leased premises and said building, or from any condition of the leased premises and said building caused by TENANT, including any acts or omissions of TENANT, any agent, officer, director, representative, employee, consultant or subcontractor of TENANT, and their respective officers, agents, employees, director and representatives or any other person who TENANT control or has the right to control, while in the exercise or performance of the rights or duties under this LEASE AGREEMENT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas law. IT IS FURTHER COVENANTED

AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUIT ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provision of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. TENANT shall promptly advise the CITY in writing of any claim or demand against the CITY or TENANT known to TENANT relate to or arising out of TENANT's activities under this LEASE AGREEMENT and shall see to the investigation and defense of such claim or demand at TENANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving TENANT of any of its obligation under this paragraph.

21.2 It is EXPRESS INTENT of the parties to this LEASE AGREEMENT, that the INDEMNITY provided for in this section (Section 21), is an INDEMNITY extended by TENANT to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. TENANT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME FOR THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

**XXII.**  
**TENANT'S RIGHT TO QUIET ENJOYMENT**

22.1 The relationship created herein by this Agreement is that of Landlord and TENANT and not an agency or partnership. In accordance therewith, and subject to the conditions listed in Article 1, and subject to TENANT's performance of all covenants herein made by it, the CITY covenants that TENANT shall and may peaceably and quietly have, hold and enjoy the leased premises.

**XXIII.**  
**GOVERNING LAW AND VENUE**

23.1 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. Venue of any action brought under this Agreement shall lie exclusively in Bexar.

**XXIV.**  
**GENDER**

24.1 Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXV.**  
**CAPTIONS**

25.1 The captions contained in this lease are from convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

**XXVI.**  
**SPECIAL PROVISIONS**

26.1 In connection therewith TENANT agrees to attach hereto a copy of the corporate resolution authorizing the above-named officers to execute this lease with the CITY.

WITNESS, the signature of the parties hereto in multiple originals, this the \_\_\_\_\_ day of \_\_\_\_\_, to be effective \_\_\_\_\_.

CITY OF SAN ANTONIO  
a Texas Municipal Corporation

TENANT:  
PARENT-CHILD, INC.

BY: \_\_\_\_\_  
MELISSA B. VOSSMER  
Assistant City Manager

BY: \_\_\_\_\_  
Board President  
Parent-Child, Inc.

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM: \_\_\_\_\_  
CITY ATTORNEY



# LEASE AGREEMENT

*between*

**CITY OF SAN ANTONIO**

*and*

**ELLA AUSTIN COMMUNITY CENTER**

This Lease, made by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation, Located in Bexar County, Texas (hereinafter called "CITY"), acting by and through its City Manager or, in his stead, the Assistant City Manager, or Assistant to the City Manager, pursuant to Ordinance No. \_\_\_\_\_, passed and approved by the City Council on \_\_\_\_\_, and ELLA AUSTIN COMMUNITY CENTER, a Texas non-profit corporation of Bexar County, Texas (hereinafter called "TENANT"), WITNESSETH:

## **I.**

### **DEMISE OF PREMISES**

1.1 The CITY, for and in consideration of the rents, covenants and promises herein contained to be kept and performed and observed by TENANT, does hereby lease and demise to TENANT, and TENANT does hereby lease and accept from the CITY approximately 183,184 square feet of real property located at 1023 North Pine Street, San Antonio, Bexar County, Texas.

1.2 GENERAL RESERVATION: The CITY reserves the right to enter the Leased premises at reasonable hours (and if, in the opinion of the CITY, an emergency exists requiring immediate action, at any time), to inspect without a warrant to make replacements, repairs or restorations, and to carry out any work or activities in connection with the protection of the public health, safety and welfare, or the preservation of the Leased premises.

## **II.**

### **USE AND OPERATION**

2.1 The leased premises shall be used for the purpose to provide general and social services related activities to children, youth, families, seniors, individuals and groups.

2.2 The foregoing use(s) and purpose(s) MAY BE CHANGED ONLY BY PRIOR WRITTEN APPROVAL OF THE CITY.

## **III.**

### **TERM/OPTION TO RENEW**

3.1 The term of this Lease is for a period of five (5) years commencing on January 1, 1998 and ending five (5) years from that date, on December 31, 2003, unless sooner terminated as hereinafter provided.

3.2 TENANT hereby waives any further notice to vacate the Leased premises upon the expiration of the leased term.

3.3 As long as TENANT is not in default hereunder, TENANT may extend this Lease for up to and including one (1) additional term of five (5) years under all the terms and conditions of this Lease provided, however, that TENANT shall notify CITY in writing no longer than six (6) months from the date of expiration of any previous term of its intent to extend the Lease term herein provided. Further, such extension shall be subject to approval by CITY, as evidenced by passage of a CITY ordinance.

**IV.**  
**ACCEPTANCE AND CONDITION OF PREMISES**

4.1 TENANT has had full opportunity to examine the Leased premises, having Leased same for the past twelve (12) years, and acknowledges that there is in and about such premises nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. TENANT is continuing in possession of the Leased premises and TENANT hereby accepts the leased premises in their present AS IS, WHERE IS, WITH ALL FAULTS CONDITION as suitable for the purpose for which leased.

4.2 TENANT agrees that no representations respecting the condition of the Leased premises and no promises to decorate, alter, repair, or improve the Leased premises, either before or after the execution hereof, have been made by CITY or its agents to TENANT unless the same are contained herein or made a part hereof by specific reference herein. CITY specifically disclaims any warranty of suitability of the premises for TENANT's intended purposes.

**V.**  
**RENTAL**

5.1 As consideration for the use and occupancy of the leased premises, TENANT agrees to pay the CITY an annual rental on ONE and NO/100 DOLLAR (\$1.00) on or before the first of each calendar year, by check or money order payable to the CITY OF SAN ANTONIO at the Office of the Director of the Department of Community Initiatives or at such other place as is designated by the CITY in writing.

5.2 In addition, TENANT will be responsible for the management of all the real property located at 1023 North Pine Street for the CITY according to procedures and regulations as the CITY may from time to time establish through the Department of Community Initiatives of the City of San Antonio.

5.3 TENANT agrees that all construction of permanent improvement to the building deemed necessary by TENANT shall be paid by the TENANT.

**VI.**  
**UTILITIES**

6.1 TENANT further agrees to pay or cause to be paid all utility charges incurred for electricity, gas, water, garbage, sewer, telephone, cable TV, satellite TV or other utility service rendered by a utility company or the CITY or a private firm, as and when such charges shall become due.

**VII.**  
**MAINTENANCE**

7.1 TENANT shall, at its sole cost, keep and maintain the Leased premises, including all improvements and appurtenances thereto, in a safe, sanitary and good working condition, and when necessary, repair, replace or restore the premises, improvements and appurtenances, including but not limited to:

- a) Air conditioning and heating equipment;
- b) Electrical and plumbing fixtures, conduits, wires and pipes;
- c) Sidewalks, doors, windows, exits, restrooms, stairs and floors; and
- d) Interior walls, roof, outside areas, parking areas and grounds.

**VIII.**  
**IMPROVEMENTS**

8.1 TENANT shall submit all contracts for improvements to the building to the CITY for written approval through the Department of Community Initiatives of the CITY OF SAN ANTONIO. Such written approval of the CITY must be received before TENANT will be allowed to commence any work contemplated under any contracts.

8.2 TENANT shall not make any structural alterations to any portion of the Leased premises, nor any alterations to the front of the exterior of the Leased premises, nor any major interior alterations, except with prior written approval of the CITY.

8.3 Furthermore, TENANT covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with the construction, repair, alteration, addition or reconstruction work in, on, or about the Leased premises. TENANT agrees to pay any and all liens filed or adjudged against the premises, within fifteen (15) days after filing or judgment.

8.4 Except for furnishings, fixtures, or equipment required by CITY, if any, TENANT shall be solely responsible for all furnishings, fixtures, and equipment in or about the Leased premises and all maintenance thereof.

8.5 All permanent alteration, additions, improvements, including fixtures and equipment, as well as, any furnishing, which said furnishings are left on the Leased premises for thirty (30) days after the expiration or other termination of the primary term of this Lease, shall become, upon such expiration or other termination of the primary term or any extension of this Lease, the property of CITY without compensation by CITY to TENANT.

8.6 In the construction or improvement of the leased premises and at all times thereafter TENANT shall conform to, and comply with, all Federal, State and Local laws, ordinance, permits, rules, and regulations applicable to the leased premises and the operation of TENANT's business therein.

**IX.**  
**RULES AND REGULATIONS**

9.1 TENANT covenants and agrees that TENANT, its employees, and invitees, will comply with reasonable rules and regulations set by CITY including, but not limited to the rules and regulations enumerated below;

- a) Not to use the Leased premises except for the purposes permitted in Article II;
- b) To keep the Leased premises in good condition, (usual wear excepted) and not to commit or permit any waste of said property;
- c) Not to commit or permit the maintenance or commission of any nuisance on the Leased premises nor the use of the Leased premises for any unlawful purposes;
- d) Not to permit any person on the Leased premises to willfully or wantonly destroy, deface, damage, impair or remove any part of the Leased premises or appurtenances thereto;
- e) Not to use nor permit the use of any explosive, flammable or otherwise dangerous materials, equipment, or goods;
- f) To properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances connected thereto, and to keep them clean and sanitary;
- g) To keep the public areas immediately adjoining the Leased premises, including sidewalks, the parking area, and all other outside areas free and clear at all times of any obstructions, garbage and refuse;
- h) To properly collect and dispose of all rubbish, garbage, litter or other waste;
- i) To observe and comply with all the laws of the United States, the State of Texas and ordinances of the City of San Antonio;
- j) Not to use or permit the use of the premises for partisan political activities, including Federal, State, CITY, or county campaigns;
- k) Not to discriminate or permit discrimination on the part of TENANT's agents or employees on account of race, color, sex, age, religion, handicap or national origin in employment practices or in the use of, services provided on, or admission to the Leased premises;
- l) Not to limit employment or give preference in employment to person on the the basis of religion;
- m) Not to discriminate against any persons seeking services or give preference to persons on the basis of religion; and
- n) Adhere to the constitutional provisions separating church and state.

9.1 Should the CITY provide handicapped accessible ingress and egress in specific locations, TENANT agrees not to block or close or otherwise cause the access way to be nonfunctional without providing an alternative means of access approved in writing by the CITY.

**X.**  
**INSURANCE REQUIREMENTS**

10.1 Prior to the commencement of any activities under this LEASES AGREEMENT, TENANT shall furnish a completed Certificate of Insurance to the CITY’s Department of Community Initiatives and City Clerk’s Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed directly from the agent to the City. The CITY shall have no duty to pay or perform under this LEASE AGREEMENT until such certificate shall have been delivered to the CITY’s Department of Community Initiatives and the City Clerk’s Office, and no officer or employee shall have authority to waive this requirement.

10.2 The CITY reserves the right to review the insurance requirement of this section during the effective period of this LEASE AGREEMENT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the CITY Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this LEASE AGREEMENT, but in no instance will the CITY allow modification whereupon the CITY may incur increased risk.

10.3 As TENANT’s financial integrity is of interest to the CITY, therefore, subject to TENANT’s right to maintain reasonable deductibles in such amounts are approved by the CITY, TENANT shall obtain and maintain in full force and effect for the duration of this LEASE AGREEMENT, and any extension hereof, at TENANT’s sole expense, insurance coverage written on an occurrence basis, 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 the CITY Risk Manager, in the following types and amounts:

<u>TYPES</u>	<u>AMOUNT</u>
1. Workers’ Compensation	Statutory
Employers’ Liability	\$500,000/\$500,000/\$500,000
(or an Alternative Plan approved by the CITY’s Risk Manager)	
2. Commercial General (public) Liability Insurance to include coverage for the following	
a. Premises operations	Combined Single Limit
b. Independent contractor	for Bodily Injury and
c. Products/completed operation	Property Damage of \$1,000,000 per occurrence
d. Personal Injury	or its equivalent
e. Contractual liability	
f. Broad form property damage, to include fire legal liability	

- 3. Business Automobile Liability
  - a. Owned/leased vehicles Combined Single Limit for Bodily Injury and Property Damages of \$1,000,000 per occurrence or its equivalent.
  - b. Non-owned vehicles
  - c. Hired vehicles
  
- 4. Builders' Risk  
(when building improvements, construction, or renovation occur) As determined by the CITY's Risk Manager

10.4 The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the CITY, the TENANT shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

10.5 TENANT agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

- Name the CITY and its officers, employees, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies.
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy:
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the CITY.

10.6 TENANT shall notify the CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notices must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at the following address:

City of San Antonio  
Community Initiatives Department  
P. O. Box 839966  
San Antonio, Texas 78283-3966

City of San Antonio  
City Clerk's Office  
P. O. Box 839966  
San Antonio, Texas 78283-3966

10.7 Nothing herein contained shall be construed as limiting in any way the extent to which TENANT may be held responsible for payments of damages to person or property resulting from TENANT's or its subcontractors' performance of the work covered under this LEASE AGREEMENT.

**XI.**  
**FIRE AND OTHER CASUALTY**

11.1 If the building or other improvements on the Leased premises should be damaged or destroyed by fire, tornado, or other Casualty, TENANT shall give immediate written notice thereof to CITY.

11.2 The CITY shall have no obligation to rebuild or repair the premises but may, to the extent of insurance proceeds, apply such proceeds toward reconstruction of the physical improvements.

## **XII.** **ASSIGNMENTS**

12.1 TENANT shall not assign or sublet the Leased property to any other interest without first obtaining the written consent of the CITY. An assignment or subletting without the written consent of the CITY shall be null and void, and shall, at the option of the CITY, terminate the Lease.

12.2 CITY shall have the right to transfer and assign, in whole or part, any of its rights under this Lease, and in the real property and improvements referred to herein; and, to the extent that such assignee assumes CITY's obligations hereunder, CITY shall by virtue of such assignment be released from such obligations.

12.3 Except as provided in Section 12.1 above, the receipt by the CITY of rent from an assignee, subtenant or occupant of the Leased premises shall not be deemed a waiver of the covenant in this Lease against assignment and subletting or an acceptance of the assignee, subtenant or occupant as a tenant or a release of the TENANT from further observance and performance by the TENANT of the covenants contained in this Lease. No provision of this Lease shall be deemed to have been waived by the CITY unless such waiver by in writing signed by the CITY.

## **XIII.** **DEFAULT AND REMEDIES**

13.1 The following events shall be deemed to be events of default by TENANT under this Lease:

- a) TENANT shall fail to pay any installment of rent as provided for in this Lease and such failure shall continue for a period of ten (10) days;
- b) TENANT shall fail to operate or conduct business as prescribed by the CITY in Article II, except on account of casualty, damage, remodeling or when the prior written consent of CITY is given;
- c) TENANT shall fail to comply with any term, provision or covenant of this lease, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to TENANT;
- d) TENANT deserts or vacates all or any part of the Leased premises; TENANT will be deemed to have deserted or vacated the premises if by any method or manner whatever, TENANT assigns, transfers, sells or sublets is interest or right to the Leased premises without the prior written consent of the CITY, except as provided in section 12.1 herein; and
- e) The taking by a court of competent jurisdiction of TENANT and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act.

13.2 Upon the occurrence of an event of default as heretofore provided, CITY may, at its option, declare this Lease, and all right and interest created by it, to be terminated. Upon CITY electing to terminate, this Lease shall cease and come to an end, as if that were the day originally fixed herein for the expiration of the term hereof.

13.3 Notwithstanding the termination with cause provisions in case of default, this Agreement may be terminated at the City's option without cause, at any time during the Initial Term or any Renewal Term, upon written notice, (1) provided such notice specifies an effective date for termination of not less than one hundred

eighty (180) calendar days from the date such notice is mailed by certified mail, return receipt request to the Tenant. If this Agreement is terminate without cause by CITY, at its option, but only as approved by passage of a future City of San Antonio ordinance, then TENANT shall be entitled to seek and recover reimbursement from CITY, as final liquidated damages the depreciated value of TENANT's original investment for Improvements constructed by TENANT, subject to verification by TENANT's accounting records, to CITY's satisfaction.

13.4 Any termination of this lease herein provided shall not relieve TENANT from the payment of any sum or sums that shall then be due and payable or become due an payable to CITY hereunder, or any claim for damages then or theretofore accruing against TENANT hereunder, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from TENANT for any default thereunder. All rights, options, and remedies of CITY contained in this Lease shall be cumulative of the other, and CITY shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Lease. No waiver by CITY of a breach of any of the covenants, conditions, or restrictions of this lease shall be construed or held to be a waiver or any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

13.5 Upon any such expiration or termination of this Lease, TENANT shall quit and peacefully surrender the lease premises to CITY, and CITY upon, or at any time after, such expiration or termination, may, without further notices, enter upon and re-enter the leased premises, possess, and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess TENANT and remove TENANT and all other persons and property from the leased premises without liability to TENANT. Further, any property of TENANT left on the premises for thirty (30) days after such expiration or termination of the primary term or any extension thereof becomes the property of CITY without liability to TENANT or any third person or entity and TENANT acknowledge and agrees that CITY may dispose of same at a public or private sale, or in any manner whatsoever, without liability of any nature to TENANT.

#### **XIV. HOLDING OVER**

14.1 Should TENANT hold over the Leased premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to \$500.00 per month. The inclusion of the preceding sentence shall not be construed as CITY's consent for the TENANT to hold over.

#### **XV. SEPARABILITY**

15.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **XVI. ENTIRE AGREEMENT/AMENDMENT**

16.1 This Lease together with the authorizing ordinance constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto, in the CITY's case, pursuant to the passage of an Ordinance.

**XVII.**  
**PARTIES BOUND**

17.1 The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto, their respective legal representatives, successors and their assigns.

**XVIII**  
**TAXES AND LICENSES**

18.1 TENANT shall pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, Local taxes and fees, which are now or may hereafter be upon any of TENANT's property used in connection therewith; and shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by TENANT. Failure to comply with the foregoing provisions shall constitute grounds for cancellation of this lease by the CITY.

**XIX.**  
**NO SUBSTANTIAL INTEREST**

19.1 TENANT acknowledges that it is informed that Texas law prohibits contracts between the CITY and any local public official ("official"), such as a city officer or employee, and that the prohibition extends to an officer and employee of CITY agencies such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. TENANT certifies (and this Lease Agreement is made in reliance thereon) that neither it, its individual officers, employees, or agents, nor any person having a substantial interest in this Lease Agreement is an officer or employee of the CITY or any of its agencies.

**XX.**  
**NOTICES**

20.1 Notices to CITY required or appropriate under this contract shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to City Clerk, P. O. Box 839966/2<sup>nd</sup> Floor, City Hall, San Antonio, Texas 78283-3966 and to the Director of Community Initiatives of the CITY OF SAN ANTONIO, P. O. Box 839966, San Antonio, Texas 78283-3966 or to such other address as may have been designated in writing by the City Manager of the City of San Antonio, from time to time. Notice to TENANT shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to TENANT c/o Board President, or to his/her successor in office, or to such other address kept currently on file by TENANT with the City Clerk or the Director of Community Initiatives.

**XXI.**  
**INDEMNITY**

21.1 TENANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, including but not limited to Mechanic's and materialman's and laborer's liens created during TENANT's WORK or subsequent alteration, additions, renovations, remodeling, reconstruction or other improvements, if any damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to TENANT's activities in, on or about the leased premises and the building in which said premises are located or in connection with TENANT's use of leased premises and said

building, or from any condition of the leased premises and said building caused by TENANT, including any acts or omissions of TENANT, any agent, officer, director, representative, employee, consultant or subcontractor of TENANT, and their respective officers, agents, employees, director and representatives or any other person who TENANT control or has the right to control, while in the exercise or performance of the rights or duties under this LEASE AGREEMENT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUIT ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provision of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. TENANT shall promptly advise the CITY in writing of any claim or demand against the CITY or TENANT known to TENANT relate to or arising out of TENANT's activities under this LEASE AGREEMENT and shall see to the investigation and defense of such claim or demand at TENANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving TENANT of any of its obligation under this paragraph.

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## XXII.

### TENANT'S RIGHT TO QUIET ENJOYMENT

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## XXIII.

### GOVERNING LAW AND VENUE

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### GENDER

24.1 Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXV.  
CAPTIONS**

25.1 The captions contained in this lease are from convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

**XXVI.  
SPECIAL PROVISIONS**

26.1 In connection therewith TENANT agrees to attach hereto a copy of the corporate resolution authorizing the above-named officers to execute this lease with the CITY.

WITNESS, the signature of the parties hereto in multiple originals, this the \_\_\_\_\_ day of \_\_\_\_\_, to be effective \_\_\_\_\_.

CITY OF SAN ANTONIO  
a Texas Municipal Corporation

TENANT:  
ELLA AUSTIN COMMUNITY CENTER

BY: \_\_\_\_\_  
MELISSA B. VOSSMER  
Assistant City Manager

BY: \_\_\_\_\_  
Board President  
Ella Austin Community Center

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM: \_\_\_\_\_  
CITY ATTORNEY

CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM

## DEPARTMENT OF COMMUNITY INITIATIVES

**TO:** Mayor and City Council

**FROM:** Dennis J. Campa, Director

**COPIES:** Melissa Byrne Vossmer,  City Attorney's Office; Asset Management; Budget and Management Analysis; Finance Department; File

**SUBJECT:** Lease of City-Owned Properties

**DATE:** May 22, 1998

**SUMMARY AND RECOMMENDATIONS**

This ordinance re-authorizes the lease of three (3) city-owned properties: two to Parent-Child, Inc. for Headstart operations and activities, and one to Ella Austin Community Center for operation of social service programs. The leases are for a five year period at a rate of \$1.00 per year.

Staff recommends this ordinance be approved.

**BACKGROUND INFORMATION**

These lease agreements have expired and require renewal. Two of these five-year leases are with Parent-Child, Inc. for the purpose of operating the Headstart Program as a delegate agency of the City of San Antonio; and one lease with Ella Austin Community Center for the purpose of operating social service programs. The Headstart Program, a national child care and development program for low income families serves approximately 5,280 children per year in San Antonio and Bexar County. Ella Austin Community Center operates various programs that serve children, youth, seniors and families.

**POLICY ANALYSIS**

Approval of this ordinance is a continuation of City Council policy to support the capacity of the community to provide social services through collaborative and cooperative efforts with community-based organizations.

**FISCAL IMPACT**

This ordinance authorizes the execution of three (3) lease agreements at a rate of one dollar (\$1.00) per year per lease agreement for a five year period. There is no General Fund commitment.

**COORDINATION**

Coordination has occurred with the City Attorney's Office and Asset Management Department, Budget and Management Analysis, and the Finance Department.

**SUPPLEMENTARY COMMENTS**

Provisions of the Ethics Ordinance do not apply.

  
Dennis J. Campa  
Director

DJC:agm

Approved:

  
Melissa Byrne Nossmer  
Assistant City Manager