TM [12/4/14]
Item No. 22A.

AN ORDINANCE 2014-12-04-0961

APPROVING A LICENSE AGREEMENT FOR 1,775 SQUARE FEET OF WAREHOUSE SPACE WITH BROOKS DEVELOPMENT AUTHORITY LOCATED IN COUNCIL DISTRICT 3, AT 8350 LASER ROAD FOR A TERM ENDING SEPTEMBER 30, 2016 AT THE MONTHLY RATE OF $365.00 TO SERVE AS A WAREHOUSE FOR STORAGE OF EQUIPMENT UNDER THE MANAGEMENT OF INFORMATION TECHNOLOGY SERVICES DEPARTMENT.

* * * * *

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

SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City a license agreement substantially in the form of **Attachment I**, which is incorporated by reference for all purposes as if fully set forth. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. Funding in the amount of $4,380.00 for this Ordinance is available for Fund 74001000, Cost Center 0905010002 and General Ledger 5206010, as part of the Fiscal Year 2015 Budget.

SECTION 3. Future funding through the term of this license agreement is contingent upon City Council approval of subsequent fiscal year budgets.

SECTION 4. Payment not to exceed the budgeted amount is authorized to Brooks Development Authority and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance is effective immediately upon receipt of eight affirmative votes; otherwise, it is effective 10 days after passage.

PASSED AND APPROVED this 4th day of December, 2014.

M A Y O R
Ivy R. Taylor

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

for Martha G. Sepeda, Acting City Attorney

ATTACHMENT I

LICENSE

THIS License (the "License") is made effective as of the ____ day of _____, 2014, and is between **Brooks Development Authority** ("BDA"), 1 B.D.A. Crossing, Suite 100, San Antonio, Texas 78235, and **City of San Antonio** ("Licensee"), whose address is City Clerk, City of San Antonio, P.O. Box 839966, 2nd Floor, City Hall, San Antonio, Texas 78283-3966.

RECITALS

A. BDA is the Owner of the real estate located on the former Brooks Air Force Base, Texas, now known as Brooks City-Base ("Brooks City-Base").

B. Licensee desires to enter into a license with BDA for use of **Building 950,** located at **8350 Laser Road, San Antonio, Texas** to store equipment, as set out on **APPENDIX A** (the "Premises").

AGREEMENT

1. Licensee will have access to the Premises for the purpose of storing information technology equipment and for no other use or purpose without the prior written consent of BDA. This License is effective _____ 2014 through **September 30, 2016** and can be terminated at any time upon thirty (60) days written notice by BDA or Licensee.

2. The Premises are licensed to Licensee on an "AS IS, WHERE IS" BASIS, WITH ALL FAULTS.

3. Licensee will be charged and will pay to BDA on a monthly basis an amount of **$365.00** to cover a portion of utility expense. This amount will be charged regardless of the frequency with which the facility is utilized.

4. Licensee is not authorized to make any improvements or alterations to the Premises and doing so will result (i) in termination of this License, and (ii) in Licensee becoming liable for reimbursement to BDA for the cost of restoration of the Premises.

5. This License is personal **to** Licensee. It is not assignable and any attempt to assign this License will terminate this License.

6. Licensee is self-insured and Licensee will not seek compensation from BDA if any of Licensee's property is damaged as a result of a hazard and/or the condition of the Premises.

7. Licensee will perform all activities on the Premises in accordance with all applicable local, state, and federal laws and regulations.

8. BDA, together with its board of directors, officers, employees and agents, individually and collectively ("BDA, Et Al") will not be liable in any events for personal injury or loss of Licensee's property caused by fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other similar occurrences. Licensee will give prompt notice to BDA of any significant accidents involving injury to persons or property. Furthermore, BDA, Et Al, will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or Brooks City-Base, regardless of whether such loss occurs when the area is located against entry. BDA, ET Al will not be liable to Licensee or Licensee's employees, customer or invitees for any damages or losses to persons or property caused by any invitees anywhere on Brooks City-Base, or for any damages or losses caused by theft, burglary, assault, vandalism or other crimes. Licensee will give BDA prompt notice of any criminal or suspicious conduct within or about the Premises or Brooks City-Base and/or injury or property caused thereby.

9. **INDEMNIFICATION** Neither party indemnifies the other under this agreement.

10. All obligations of the City of San Antonio under this instrument are subject to the discretion of City Council whether to appropriate funding for any given year of a term. The City need not pay any sum not appropriated by City Council.

Landlord: **Brooks Development Authority,** **a Texas municipal corporation defense base development authority**	**Tenant:** **City of San Antonio**
Signature	Signature
Leo Gomez President & CEO	Name

Date

Date

ATTEST:

_____

City Clerk

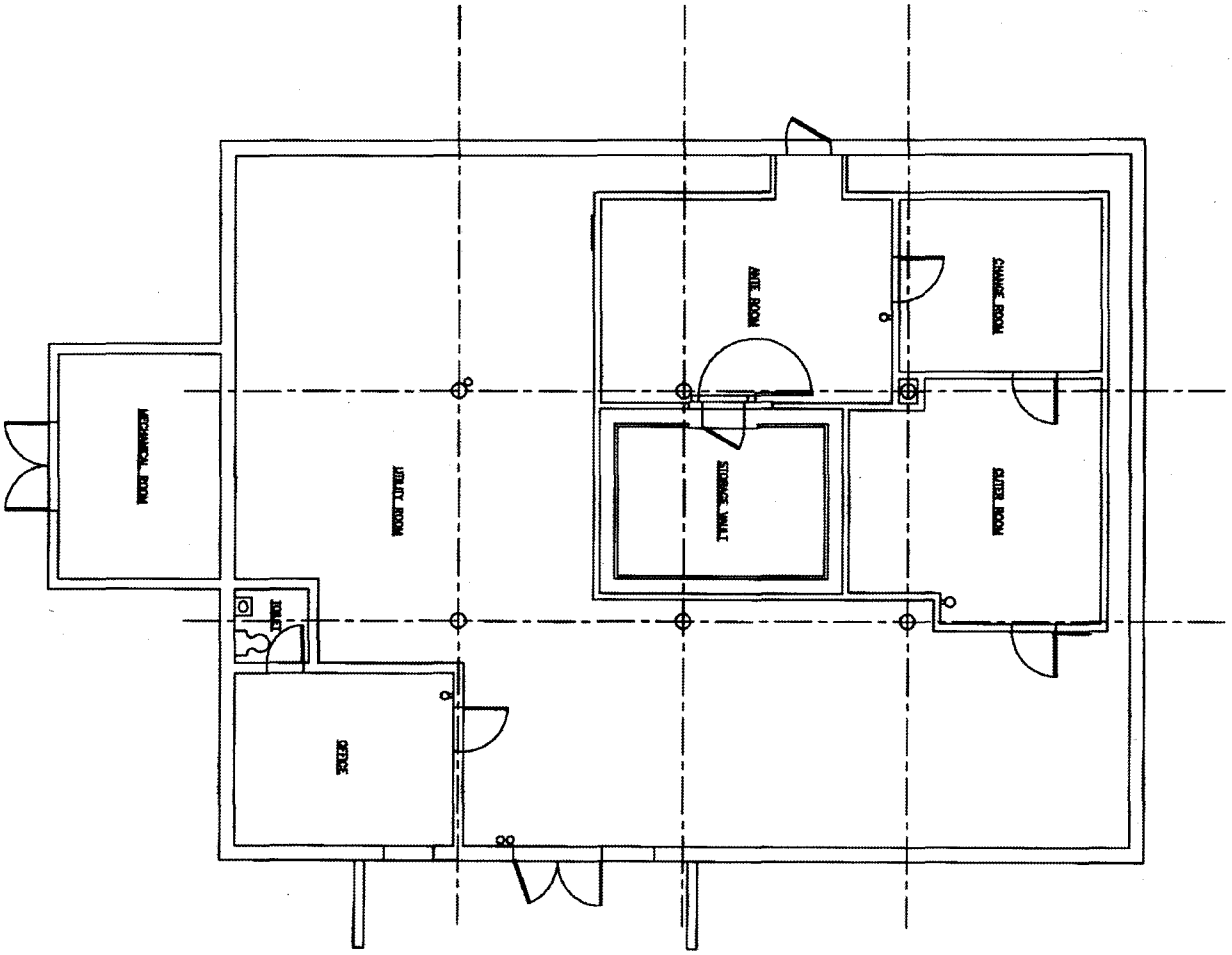
APPROVED AS TO FORM:

_____

City Attorney

TM [12/4/14]
Item No. 18A.

APPENDIX A
LICENSED PREMISES



Agenda Item:	**22A (in consent vote: 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15A, 15B, 16A, 16B, 16C, 16D, 16E, 17, 18, 19, 20, 21, 22A, 22B, 23, 24, 26, 27, 28, 30, 31, 33, 34)**
Date:	12/04/2014
Time:	09:28:18 AM
Vote Type:	Motion to Approve
Description:	An Ordinance renewing a license agreement for 1,775 square feet of warehouse space with Brooks Development Authority located in Council District 3, at 8350 Laser Road for a term ending September 30, 2016 at the monthly rate of $365.00 to serve as a warehouse for storage of equipment under the management of Information Technology Services Department.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
	District 1	x					
Keith Toney	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				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	