

AN ORDINANCE 2018-03-01-0159

AUTHORIZES A MASTER LEASE AGREEMENT WITH THE BOYS AND GIRLS CLUBS TO INCLUDE THE EASTSIDE BRANCH LOCATED IN MARTIN LUTHER KING PARK IN COUNCIL DISTRICT 2 AND CALDERON BRANCH LOCATED ALONG APACHE CREEK IN COUNCIL DISTRICT 5, TO CONSOLIDATE THE EXISTING LEASE PERIODS; ADDITIONALLY THIS ORDINANCE AUTHORIZES A FUNDING AGREEMENT TO DEVELOP SPORTS FIELDS AT MARTIN LUTHER KING PARK IN COUNCIL DISTRICT 2.

* * * * *

WHEREAS, since 1939 the Boys and Girls Clubs of San Antonio have provided valuable services to local youth; and

WHEREAS, the organization's mission is to enhance the educational, health, social and character development of youth ages 6-18 by providing a fun, safe place with age appropriate activities and opportunities; and

WHEREAS, the Boys and Girls Clubs of San Antonio serves more than 8,300 club members annually, operates six branch locations, and conducts programs on-site in 46 local schools; and

WHEREAS, the City's Parks and Recreation Department currently holds long term lease agreements with the Boys and Girls Clubs of San Antonio to support operations and programming; and

WHEREAS, the Eastside Branch at Martin Luther King Park and Calderon Branch located along Apache Creek are both on City parkland; and

WHEREAS, the City and the Boys and Girls Clubs of San Antonio desire to consolidate the multiple lease agreements into a single Master Lease Agreement and extend the term through September 30, 2042; and

WHEREAS, the current leases expire 2025 and 2023, respectively; and

WHEREAS, the footprint of the Eastside Branch in Martin Luther King Park will expand by approximately 2.2 acres for the development of sports fields; and

WHEREAS, all other terms are consistent with existing agreements; and

WHEREAS, the expanded footprint in Martin Luther King Park will provide a suitable site for the development of a Cal Ripken Sr. Foundation youth development park; and

WHEREAS, the Parks and Recreation Department is contributing \$100,000.00 toward this public park improvement which includes the construction of a sports field, new lighting, and other amenities; and

WHEREAS, the total project budget is estimated at approximately \$1.2 million with the Boys and Girls Club securing the \$1.1 million balance in funding through grants, foundations, and corporate contributions; and

WHEREAS, the Boys & Girls Club will be responsible for programming and ongoing maintenance of the sports field; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the Parks and Recreation Department or his designee, is authorized to execute a Master Lease Agreement with Boys & Girls Club to consolidate current lease agreements and extend the term with the Boys and Girls Club of San Antonio to include the Eastside Branch located in Martin Luther King Park and Calderon Branch located along Apache Creek. A copy of the master lease agreement in final form is attached hereto as **Attachment I**.

SECTION 2. The City Manager or her designee or the Director of the Parks and Recreation Department or his designee, is authorized to execute a Funding Agreement with the Boys and Girls Club of San Antonio to develop sports fields at Martin Luther King Park in Council District 2. A copy of funding agreement in final form is attached hereto as **Attachment II**.

SECTION 3. Funding for this ordinance in the amount of 100,000.00 is available in Fund 11001000, Cost Center 2604010001 General Ledger 5407030 as part of the Fiscal Year 2018 Budget.

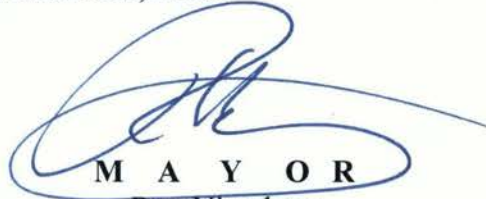
SECTION 4. Payment not to exceed the budgeted amount is authorized to Boys and Girls Clubs of San Antonio and should be encumbered with a purchase order.

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.

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

PASSED AND APPROVED this 1st day of March, 2018.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	12 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17)						
Date:	03/01/2018						
Time:	09:20:52 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving a Master Lease Agreement with the Boys and Girls Clubs to include the Eastside Branch located in Martin Luther King Park in Council District 2 and Calderon Branch located along Apache Creek in Council District 5, to consolidate the existing lease periods; and approving a Funding Agreement in an amount up to \$100,000.00 to develop sports fields at Martin Luther King Park in Council District 2. [María Villagómez, Assistant City Manager; Xavier D. Urrutia, Director, Parks and Recreation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

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ATTACHMENT I

**Master Lease Agreement with
Boys & Girls Clubs of San Antonio, Inc.
Eastside Branch at Martin Luther King Park and Calderon Branch**

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I. Basic Information, Definitions

Authorizing Ordinance:

Landlord: City of San Antonio, through its Parks and Recreation Department (“City”)

Landlord’s Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Director, Parks and Recreation Department)

Tenant: Boys & Girls Clubs of San Antonio, Inc. (“BGCSA”)

Tenant’s Address: 123 Ralph Ave., San Antonio, Texas 78204

Premises: Multi-use Facility at Eastside Branch, which includes buildings and sports fields ("Facility"), as described in Exhibit A.

Premises: Multi-use Facility at Calderon Branch, which includes buildings and sports fields ("Facility"), as described in Exhibit B.

Permitted Use: Youth, family and community programming, office and meeting space for administrative purposes, development, improvement, operation, maintenance and repair of sports fields, and other uses as may be approved by City through its Director of Parks and Recreation.

Commencement Date: Upon Execution

Initial Term: Expiring September 30, 2042.

Base Rent: See Section III. Rent and Consideration

II. Grant

- 2.1. Landlord leases the Premises to Tenant, and Tenant takes the Premises, from Landlord on the terms and conditions of this Lease.
- 2.2. Tenant's right of occupancy begins at the Occupancy Commencement Date.

III. Rent and Consideration

- 3.1 Tenant shall pay no rent to Landlord under the terms of this Lease.
- 3.2 Tenant shall be responsible for payment of all utility services used in the Premises with the exception of water/sewer utility service at Calderon Branch which shall be paid by City. BGCSA shall use its best efforts to ensure that its water usage shall occur in a manner, amount and frequency that is consistent with efforts to conserve water resources, and in a manner which is in strict compliance with all state and local regulation of water usage.

IV. Term, Renewal

- 4.1 The term of this Lease will expire September 30, 2042, commencing on the Commencement Date shown above, unless sooner terminated as provided in this Lease.
- 4.2 Either party may terminate this lease with ninety (90) days written notice.

V. Tenant's Affirmative Promises

Tenant promises that it will:

- 5.1 Accept the Premises described in Exhibit A in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
- 5.2 Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (c) any rules and regulations for the Building and surrounding land as adopted by Landlord.

5.3 Tenant will be solely responsible for all electric utility usage and will transfer CPS accounts into Tenant's name. At the end of this lease, Tenant will work cooperatively with Landlord to facilitate the transfer of all electric utility accounts back into Landlord's name.

5.4 Allow Landlord to enter the Premises to perform Landlord's obligations and inspect the Premises.

5.5 Allow Landlord, CPS and SAWS to enter the Premises to access utility infrastructure serving the Premises.

5.6 Repair, replace, and maintain in good condition all interior parts of the Premises, to include custodial and cleaning activities, and regular maintenance checks on mechanical units.

5.7 After casualty loss not terminating the Lease, rebuild any interior partitions, ceilings, wiring, light fixtures, and plumbing.

5.8 Vacate the Premises and return all keys to the Premises on the last day of the Term, subject to any holdover rights.

5.9 On request, execute an estoppel certificate that states the Occupancy Commencement Date, and Termination Date of the Lease, identifies any amendments to the Lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

VI. Indemnity

6.1 Tenant covenants and agrees to FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, Landlord and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, 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, death and property damage, made upon the Landlord directly or indirectly arising out of, resulting from or related to Tenant's activities under this Agreement, including any acts or omissions of Tenant, any agent, officer, director, representative, employee, consultant or subcontractor of Tenant, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this Lease. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of Landlord, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT TENANT AND LANDLORD ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions 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 advise Landlord in writing within 24 hours of any claim or demand against the Landlord or Tenant known to Tenant related to or arising out of Tenant's activities under this Lease and shall see to the investigation and defense of such claim or demand at Tenant's cost. Landlord shall have the right, at its option and at its own expense, to participate in such defense without relieving Tenant of any of its obligations under this paragraph.

VII. Tenant's Negative Promises

Tenant promises that it will not:

- 7.1 Use the Premises for any purpose other than the Permitted Use.
- 7.2 Create a nuisance.
- 7.3 Permit waste.
- 7.4 Use the Premises in any way that would increase insurance premiums or void insurance on the Building.
- 7.5 Allow a lien to be placed on the Premises.

VIII. Landlord's Affirmative Promises

Landlord promises that it will:

- 8.1 Lease to Tenant the Premises for the entire Term beginning on the Occupancy Commencement Date.
- 8.2 Maintain the exterior of the Premises and the surrounding grounds.
- 8.3 Obey all applicable laws with respect to Landlord's operation of the Building and surrounding land.
- 8.4 Provide security and alarm systems for the premises.
- 8.5 No provision in this agreement shall be interpreted to obligate the Landlord to make any capital improvements or extraordinary repairs to any portions of the building. Tenant reserves the right to request such repairs subject to landlord's discretion. Landlord has the right, but not the obligation to choose to make capital improvements or extraordinary repairs as landlord deems appropriate and subject to available funding.
- 8.6 Should the landlord's decision not to make a capital improvement or extraordinary repair render the Premises untenable for the Tenant's use purposes, Tenant has an option to terminate this Lease by notifying Landlord in writing within 10 days of when the request for repair is denied.

IX. Landlord's Negative Promise

- 9.1 Landlord promises that it will not interfere with Tenant's possession of the Premises as long as Tenant is not in default.

X. Alterations and Improvements

10.1 Tenant may not, without the prior written approval of City, construct, or allow to be constructed, any permanent improvements to the Premises or make or allow to be made any permanent alterations to the structures within the Premises without the prior written approval of: a) the Director of Parks and Recreation or his designee, b) any necessary departments, boards and/or commissions of the City, including, but not limited to, Historic and Design Review Commission, and c) all other approvals required and necessary, including, but not limited to, the Texas Historic Commission. If approved by the City's Parks and Recreation Department, the expansion would also be subject to the review and approval of the entities outlined in 10.01 b) and c) outlined above.

10.2 Tenant shall be responsible for securing, at its cost, all necessary and required permits for any activities or improvements.

10.3 The approval by the City of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural plans. Such plans and specifications are not approved for architectural or engineering design and the City, by approving such plans and specifications, assumes no liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications.

10.4 It is expressly understood and agreed that any and all machinery, equipment, and items of personal property of whatever nature owned by Tenant and at any time placed or maintained by Tenant on any part of the Premises shall be and remain the property of the Tenant; provided, however, that all Improvements constructed and all attached fixtures, alterations, additions, or improvements made upon the Premises shall become the property of the Landlord from and after the time that such improvements are made and shall remain the property of the Landlord after the termination of this Lease.

10.5 Landlord shall not be responsible or liable for, and Tenant covenants that it will not bind or attempt to bind, Landlord for payment of any money in connection with any Improvements to the Premises.

10.6 During any periods of time that Improvements are occurring within the Leased Premises, Tenant's contractors will be required to secure Builder's Risk insurance, if requested by Landlord, and provide Landlord with a certificate of insurance evidencing such coverage.

10.7 Landlord shall not have any responsibility for making any capital repairs or capital improvements to the Premises.

XI. Insurance

11.1 Prior to the commencement of any work under this Lease and throughout the term of this Lease, Tenant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Parks and Recreation Department, which shall be clearly labeled "**Boys & Girls Clubs of San Antonio – Eastside Branch and Calderon Branch**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. Landlord will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to Landlord. Landlord shall have no duty to pay or perform under this Lease until such certificate and endorsements have been received and approved by the City's Parks and Recreation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

11.2 Landlord reserves the right to review the insurance requirements of this Article during the effective period of this Lease and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Lease. In no instance will Landlord allow modification whereby Landlord may incur increased risk.

11.3 Tenant's financial integrity is of interest to Landlord; therefore, subject to Tenant's right to maintain reasonable deductibles in such amounts as are approved by Landlord, Tenant shall obtain and maintain in full force and effect for the duration of this Lease, and any extension hereof, at Tenant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Commercial General Liability Insurance to include coverage for the following:	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;

a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. Property Damage Liability	\$100,000

11.4 Tenant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Tenant herein, and provide a certificate of insurance and endorsement that names the Tenant and the Landlord as additional insureds. Respondent shall provide Landlord with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

11.5 As they apply to the limits required by Landlord, Landlord shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the 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). Tenant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Tenant shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Parks and Recreation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

11.6 Tenant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, 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, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

11.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Tenant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Tenant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of

this Lease.

11.8 In addition to any other remedies Landlord may have upon Tenant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, Landlord shall have the right to order Tenant to stop work hereunder, and/or withhold any payment(s) which become due to Tenant hereunder until Tenant demonstrates compliance with the requirements hereof.

11.9 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 persons or property resulting from Tenant's or its subcontractors' performance of the work covered under this Lease.

11.10 It is agreed that Tenant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Lease.

11.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Lease and that no claim or action by or on behalf of Landlord shall be limited to insurance coverage provided.

11.12 Tenant and any Subcontractors are responsible for all damage to their own equipment and/or property.

XII. Release of Claims/Subrogation

12.1 The insurance requirements of this Lease are a bargained-for allocation of risk of loss. Landlord and Tenant release each other from claims arising from injury or loss to either of them or to third parties to which they are liable, if the injury or loss is covered by insurance the waiving party is required by this Lease to maintain, whether or not the party actually has the insurance ("Covered Claims"). This release is additional to and does not limit any other release contained in this lease. Landlord and Tenant, to the maximum extent allowable without causing cancellation of a required policy, will require their insurers to waive subrogation against each other for Covered Claims.

XIII. Landlord's Municipal Powers

13.1 Landlord is a municipality as well as Landlord under this Lease. As a municipality, it may from time to time exercise municipal powers unrelated to the Lease that will nevertheless adversely affect Tenant. Such actions may include redirection of traffic, street closures, or other actions intended to facilitate public safety, the public interest, or the conduct of major events. No such action by Landlord as a municipality is a breach of Landlord's duties as landlord or entitles Tenant to any relief under this Lease. Likewise, no breach of contract or other duty by municipal utility providers is a breach of Landlord's duties as landlord or entitles Tenant to any relief under this Lease. Tenant has no more rights under this Lease than it would if its landlord were a private entity.

XIV. Conflict of Interest

14.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or 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:

- A City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;

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

14.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Consultant does not cause a City employee or officer to have a prohibited financial interest in the Contract. Consultant further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XV. Non-Discrimination

15.1 As a party to this contract, Tenant understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XVI. Casualty/Total or Partial Destruction

16.1 If the Premises are damaged by casualty Tenant may terminate this Lease.

XVII. Condemnation/Substantial or Partial Taking

17.1 If the Premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of condemnation, Tenant may terminate this Lease.

XVIII. Default, Remedies for Default

18.1 *Events of Default.* If Tenant permits or fails to prevent any of the following occurrences, it is a Tenant event of default:

18.1.1 Tenant fails to comply with any term, provision or covenant of this Lease and does not cure such failure within 30 days after written notice thereof to Tenant, or any representation or warranty by Tenant of this Lease is false or misleading in any material respect when given to Landlord.

18.1.2 This Lease or the Premises or any part thereof is taken upon execution or by other process of law directed against Tenant, or is taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and the attachment is not to be discharged or disposed of within 30 days after the levy thereof.

18.1.3 Tenant deserts, vacates or abandons all or any portion of the Premises, or ceases to physically occupy any substantial portion of the Premises and continuously operate its business on the Premises, or fails to commence business operations in the Premises on or before the Occupancy Commencement Date. If Tenant removes or makes preparations to remove its goods, equipment, inventory, and fixtures (other than in the normal course of business) in amounts sufficient to indicate a probable intent to vacate the Premises, Tenant's breach is established conclusively.

18.1.4 Tenant does or permits to be done anything which creates a lien upon the Premises which is not removed or released within 30 days of its filing.

18.1.5 The business operated by Tenant is closed for failure to pay any State sales tax as required or for any other reason, other than repairs, death of the principals of Tenant, or normal business holidays.

18.2 *Remedies for Default.* Upon the occurrence of any Tenant event of default, Landlord has the option to pursue anyone or more of the following:

18.2.1 In addition to, and without limiting any other remedies available to Landlord at law or in equity, immediately terminate this Lease and all rights of Tenant hereunder. Upon termination, Tenant must immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy, enter and take possession of the Premises or any part thereof and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages.

18.2.2 Enter upon and take possession of the Premises or any part thereof and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore without having terminated the Lease.

18.2.3 Enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. In such case, Tenant must reimburse Landlord on demand for expenses Landlord may incur in thus effecting compliance with Tenant's obligations. Landlord is not liable for any damages resulting to the Tenant from such action.

18.3 *Repossession and Alteration of Locks.* No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises is unauthorized or constitutes conversion. Tenant consents to Landlord's exercise of dominion over Tenant's property within the Premises in case of Tenant's default. Tenant waives (A) all claims for damages by reason of such reentry, repossession, or alteration of locks or other security devices and (B) all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings, or other legal process. Re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect. Landlord is not liable in trespass or otherwise for such re-entry. Landlord's remedies and rights under this Lease entirely supersede and supplant the provisions of Texas Property Code § 93.002.

18.4 *Obligation to Reimburse.* If Tenant fails to timely make any payment or cure any default, Landlord, without an obligation to do so and without waiving default, may make the payment or remedy the other default for the account of Tenant (and enter the Premises for such purposes). Thereupon Tenant must pay upon demand, all costs, expenses, and disbursements (including reasonable attorney's fees) incurred by Landlord in taking the remedial action.

18.5 *Default by Landlord.* If Landlord defaults, Tenant's exclusive remedy is termination of this lease effective on written notice to Landlord (Tenant thereby waives the benefit of any laws granting it a lien upon the property of Landlord or on rent due Landlord). Landlord has no further liability to Tenant for an act of default. **Tenant hereby waives its statutory lien under § 91.004 of the Texas Property Code.**

18.6 *Cumulative Remedies.* Each right and remedy provided to Landlord in this Lease is cumulative to every other right or remedy provided to Landlord by this Lease or applicable law, including, but not

limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of one or more of the right or remedy does not preclude the simultaneous or later exercise by Landlord of another remedy. All costs incurred by Landlord in collecting any amounts and damages owed by Tenant under this Lease or to enforce any provision of it, including reasonable attorneys' fees from the date any such matter is turned over to litigation counsel, are also recoverable by Landlord from Tenant.

XIX. Warranty Disclaimer

19.1 There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease. Without limitation, this Lease contains no express or implied warranty that the Premises have no latent defects or that the Premises are or will remain suitable for Tenant's purposes.

19.2 Tenant acknowledges it has had ample opportunity to perform due diligence regarding the Premises and accepts the Premises in their present condition, as-is.

XX. Abandoned Property

20.1 Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

XXI. Appropriations

21.1 All obligations of the City of San Antonio under this instrument are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year of a term. If the City Council fails to appropriate money for this Lease in an annual City of San Antonio Budget, the City may terminate this Lease and have no further liability.

XXII. Sublease, Assignment

22.1 Tenant cannot assign or sublease this Lease without the prior written approval of Landlord. Assignments include any transaction in which (A) a material part of Tenant's assets are sold outside the ordinary course of business or (B) a change in the identity of those owning, holding, or controlling the power to vote of 50% of the equity interest in Tenant.

XXIII. Dispute Resolution

23.1 Before bringing any action arising out of this agreement, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

23.2 Filing suit on a claim that should be mediated waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

23.3 Mediation must be conducted in San Antonio, Bexar County, Texas.

23.4 The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

23.5 If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (a) the copy of the contract before the court is

authentic and (b) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

23.6 Mediator fees must be borne equally.

23.7 The parties need not mediate before going to court (a) for either party to seek emergency injunctive relief or (b) for Landlord to seek forcible entry and detainer relief against Tenant.

XXIV. Miscellaneous

24.1 *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.

24.2 *Severability.* If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.

24.3 *Successors.* 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.

24.4 *Integration.* **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.**

24.5 *Modification.* This Agreement may be changed only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to that restriction, any terms of this Agreement may be modified by the party entitled to their benefit, but no modification, express or implied, affects the right of the modifying party either (a) to apply any other term or condition or (b) to apply the same term or condition to a later or earlier occasion. Any modification of this Lease must be authorized by an ordinance adopted by City Council that specifically addresses the modification.

24.6 *Third Party Beneficiaries.* This Agreement benefits the parties and their successors and permitted assigns only. It has no third party beneficiaries.

24.7 *Notices.* Notices must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. 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.

24.8 *Pronouns.* Plural constructions include the singular, and singular constructions include the plural. Whether a pronoun is masculine, feminine, or neuter does not affect meaning or application of the relevant term. The words "herein," "hereof," and other, similar compounds of the word "here" refer to the entire Agreement, not just to a part of it.

24.9 *Captions.* Paragraph captions are for ease of reference only and do not affect the interpretation.

24.10 *Counterparts.* 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 their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

24.11 *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be necessary to effect fully the provisions hereof. But no such additional documents can alter the rights or obligations of the parties stated in this agreement.

24.12 *Administrative Actions and Agreements.* The Director of Parks and Recreation may, without further Council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this Lease and may declare Tenant defaults and pursue remedies for such defaults, including terminating this Lease. This paragraph does not authorize lease amendments or renewals without Council consent.

24.13 *Conflicts Between Numbers Stated Two Ways.* Whenever this Lease states numbers more than one way, either by using both words and numerals or by stating a fixed amount and a calculation for arriving at an amount, and there is a conflict, the highest number controls.

24.14 *Incorporation of Exhibits.* All exhibits to this Lease are incorporated into it for all purposes as if fully set forth.

24.15 *Structure of Boys & Girls Clubs of San Antonio*

24.15.1 Tenant shall maintain its non-profit status and shall not modify that status without the prior written approval of Landlord during the term of this Agreement.

24.15.2 Tenant agrees that its articles of Incorporation and by-laws shall not be modified without prior notice to Landlord.

XXV. Reporting and Records

25.1 *Annual Report to City* On or before September 30 of each year during the term of this Agreement, Tenant shall provide a written report to the Landlord Director ("Annual Report") outlining Tenant's plan for the following calendar year, and completed activities for the previous calendar year, for the following:

- a) Fundraising, grants, and sponsorships
- b) Educational programs, events, and other activities
- c) Officers and Board Members
- d) Changes in By-laws or Articles of Incorporation
- e) Any other pertinent information regarding the actions and/or activities of Tenant

25.2 *Use of the Premises*

25.8.1 Tenant shall have the right to access the Premises for the purposes outlined in this Agreement.

25.8.2 Tenant, its members, officers and Board Members, shall ensure that their use of the Premises is in a manner that does not result in damage or modification of the Premises and its amenities.

25.03 *Financial Records* Throughout the term of this Agreement, Tenant shall maintain complete and accurate permanent financial records related to its rights and obligations under the terms of this

Agreement. Such records shall be preserved in Bexar County, Texas, for at least five (5) years and shall be open to City inspections, review, and audit following reasonable notification of intent to inspect.

XXVI. Public Information

26.1 Tenant 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. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

Landlord:

Tenant:

City of San Antonio, a Texas municipal corporation

Boys & Girls Clubs of San Antonio

Signature: _____
Xavier Urrutia, Director
Parks and Recreation Department

Signature: _____
Angie Mock, CEO
Boys & Girls Clubs of San Antonio

Date: _____

Date: _____

Approved as to Form:

City Attorney

Attestation:

City Clerk

Attachments:

- Exhibit A – Eastside Branch Leased Premises**
- Exhibit B – Calderon Branch Leased Premises**

SW/ah
03/1/18
Item No. 12

ATTACHMENT II

5.2 In order to partially offset GRANTEE's expenses associated with the Project, the City shall provide advanced payment during the term of this Agreement for the expenses in support of the Cal Ripkin Sr. Foundation youth development park at the Eastside Branch.

5.3 Distribution of funds will be based upon a request submitted by GRANTEE. Subsequent to disbursement, GRANTEE shall provide City with evidence of amount of funds expended, the payee, the date paid, the purpose of the payment, and shall provide supporting documentation, in such detail as GRANTEE may request, including but not necessarily limited to, a copy of the paid invoice(s).

5.4 In the event there are funds not disbursed such unused funds will remain with CITY.

5.5 CITY shall not be obligated nor liable under this Agreement to any party, other than GRANTEE, for payment of any monies or provision of any goods or services.

VI. RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS BY GRANTEE

6.1 GRANTEE agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Agreement. GRANTEE further agrees:

- (A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and
- (B) That GRANTEE's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

6.2 GRANTEE agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials ("Records") pertaining to activities pertinent to this Agreement for a minimum of four (4) years after the termination of this Agreement.

6.3 GRANTEE agrees to submit to CITY a report indicating the amount of funds expended, the payee, the date paid, the purpose of the payment, and shall provide supporting documentation, in such detail as CITY may request, including but not necessarily limited to, a copy of the subsequent paid invoice(s) within 45 days after the completion date of the project.

6.4 CITY agrees to provide GRANTEE written notice regarding any expenditure the CITY reasonably determines to be outside the permissible parameters of this Agreement. The CITY has no obligation to make payment for any expenditure it deems outside the permissible parameters of this Agreement or does not have adequate justification to justify the expenditure. GRANTEE shall have the right to resubmit a request for expenditure for which it has corrected any deficiency. GRANTEE shall have sixty (60) days from receipt of such notice to cure the deficiency or in the event that payment has been made to GRANTEE will be required to refund the advance payment.

6.5 Unless CITY has questions concerning an expenditure by GRANTEE, CITY agrees to provide payment to GRANTEE within thirty (30) calendar days of receipt of a request for payment as defined above.

6.6 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in Section V as a result of any auditing or monitoring by CITY, GRANTEE shall refund such amount to CITY within thirty (30) calendar days of CITY's written request therefore wherein the amount disallowed or disapproved shall be specified.

VII. ELIGIBLE EXPENSES

7.1 Eligible expenses by GRANTEE provided under this Agreement shall only be allowed if incurred directly and specifically in the performance of and in compliance with this Agreement and all applicable city, state and federal laws, regulations and/or ordinances.

VIII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 GRANTEE further represents and warrants that as of the date hereof:

- (A) All information, data or reports heretofore or hereafter provided to CITY in regards to this Agreement is, shall be, and shall remain complete and accurate in all material respects as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY.
- (B) It is financially stable and capable of fulfilling its obligations under this Agreement and that GRANTEE shall provide CITY immediate written notice of any adverse material change in the financial condition of GRANTEE that may materially and adversely affect its obligations hereunder.
- (C) No litigation or proceedings are presently pending or to GRANTEE's knowledge, threatened against GRANTEE that impact performance under this Agreement.
- (D) None of the provisions contained herein contravene or in any way conflict with the authority under which GRANTEE is doing business or with the provisions of any existing indenture or agreement of GRANTEE.

IX. ACCESSIBILITY OF RECORDS

9.1 At any time during normal business hours and as often as CITY may deem necessary, upon three (3) days written notice, GRANTEE shall make all relevant records pertaining to this Agreement available to CITY or any of its authorized representatives, and shall permit CITY or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.

9.2 GRANTEE agrees and represents that it will reasonably cooperate with CITY, at no charge to the CITY, to satisfy, to the extent required by law, any and all requests for information received by CITY under the Texas Public Information Act or related laws pertaining to this AGREEMENT.

X. MONITORING AND EVALUATION

10.1 GRANTEE agrees that CITY may carry out reasonable monitoring and evaluation activities, and GRANTEE shall provide reasonable access to CITY for such activities, so as to ensure compliance by GRANTEE with this Agreement and with all other laws, regulations and ordinances related to the performance hereof.

XI. INSURANCE

11.1 GRANTEE shall be responsible for insuring their own Property, Equipment, Autos and Legal Liability. In no event shall the CITY be required to maintain any insurance coverage for the GRANTEE or held liable for the actions or injuries whether it be property or bodily as a result caused by the contracted. In no way is the CITY liable for any monies given or to be held responsible for anything the monies are used for.

XII. INDEMNIFICATION

12.1 GRANTEE covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, 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, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to GRANTEE's activities under this Agreement, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, GRANTEE or subcontractor of GRANTEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

12.2 The provisions 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. GRANTEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or GRANTEE known to GRANTEE related to or arising out of GRANTEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at GRANTEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

XIII. NON-DISCRIMINATION

13.1 As a party to this contract, GRANTEE understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XIV. POLITICAL ACTIVITY

14.1 None of the activities performed hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

XV. CONTRACTING

15.1 Compliance by contractors with this Agreement shall be the responsibility of GRANTEE. GRANTEE is responsible to ensure that all permits required for the activities under this Agreement are obtained.

15.2 CITY shall in no event be obligated to any third party, including any sub-contractor of GRANTEE, for performance of or payment for work or services.

XVI. CHANGES AND AMENDMENTS

16.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both CITY and GRANTEE under authority granted by formal action of the Parties' respective governing bodies.

16.2 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVII. ASSIGNMENTS

17.1 GRANTEE shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XVIII. SEVERABILITY OF PROVISIONS

18.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XIX. DEFAULT

19.1 Upon default by GRANTEE in the performance of its obligations hereunder, CITY shall give GRANTEE notice of the same and GRANTEE shall have 30 days following receipt of written notice of default from CITY (or such reasonably longer time as may be necessary provided GRANTEE commences the cure within 30 days and continuously and diligently pursues the cure to completion) to cure such default. If GRANTEE fails to timely cure such default, CITY may pursue all remedies available in law or at equity and/or other rights CITY may have in this Agreement; provided that it is expressly agreed that neither Party hereto shall have the right to seek consequential or punitive damages against the other for any default under this Agreement.

19.2 Upon default by CITY in the performance of its obligations hereunder GRANTEE shall give CITY notice of the same and CITY shall have 30 days following receipt of written notice of default from GRANTEE (or such reasonably longer time as may be necessary provided CITY commences the cure within 30 days and continuously and diligently pursues the cure to completion) to cure such default. If CITY fails to timely cure such default, GRANTEE may pursue all remedies available in law or equity and/or other rights GRANTEE may have in this Agreement.

XX. NON-WAIVER OF PERFORMANCE

20.1 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

20.2 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

20.3 No representative or agent of CITY may waive the effect of the provisions of this Article without formal action from the City Council.

XXI. ENTIRE AGREEMENT

21.1 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

XXII. NOTICES

22.1 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and shall be (1) mailed, registered or certified mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service to the addresses set forth below:

City of San Antonio
Parks & Recreation Department
Attn: Director
P.O. Box 839966
San Antonio, TX 78283

Boys & Girls Clubs of San Antonio
Attn: President / CEO
123 Ralph Ave.
San Antonio, TX 78204

Such Notice shall be deemed received within three (3) days after deposit in the U.S. mail or on the first business day after deposit with an overnight air or ground courier service. Notice of change of address by either Party

must be made in writing and mailed to the other Party's last known address within five (5) business days of such change.

XXIII. PARTIES BOUND

23.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

XXIV. RELATIONSHIP OF PARTIES

24.1 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XXV. TEXAS LAW TO APPLY

25.1 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.

XXVI. GENDER

26.1 Words of any gender used in this Agreement 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.

XXVII. CAPTIONS

27.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the ____ day of _____, 2018.

**CITY OF SAN ANTONIO
PARKS AND RECREATION DEPARTMENT**

BOYS & GIRLS CLUB OF SAN ANTONIO

By: _____
Xavier D. Urrutia, Director

By: _____
Angie Mock, CEO

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A: Project Outline (to be negotiated)
EXHIBIT B: SBEDA Program Language (to be identified)