

**GREATER LOVE MULTI-GENERATIONAL CULTURAL/COMMUNITY  
CENTER  
TRI-PARTY FUNDING AGREEMENT**

This Greater Love Multi-Generational Cultural/Community Center Funding Agreement (the "Agreement") is made and entered into as of the Effective Date by and among the City of San Antonio, a municipal corporation ("City") pursuant to Ordinance No. \_\_\_\_\_ approved on \_\_\_\_\_, 2020, Bexar County Texas, a political subdivision of the State of Texas ("County"), and Greater Love Ministries, Inc., a non-profit corporation ("Greater Love"). The City, County and Greater Love is each referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, on May 6, 2017, San Antonio voters approved the 2017-2022 Bond Program, consisting of six propositions totaling \$850 Million, which included \$2,000,000.00 under Proposition 4 Library & Cultural Facilities Improvements associated with Greater Love Multi-Generational Cultural/Community Center ("Center") project; and

**WHEREAS**, in accordance with the official brochure for the Bond election, a new community facility will be constructed and provide services which may include pre-school and after school programming, adult education and senior day care ("Project"), and;

**WHEREAS**, City has agreed to construct the Project and contribute funds in the estimated amount of TWO MILLION AND 00/100 U.S. Dollars (\$2,000,000.00) from the 2017-2022 Bond Program ("City Funding");

**WHEREAS**, Greater Love Ministries, Inc. is a 501(c)3 nonprofit organization that will contribute planning, design, and fundraising and will operate and maintain the Center after completion, described more fully herein; and

**WHEREAS**, this Agreement will document the \$1,000,000.00 in value (the "Funding"), which includes a \$500,000.00 contribution by the County, Greater Love will contribute to the Project and set out the terms by which the cash portion of that Funding will be reimbursed to the City to supplement the funds approved in the 2017-2022 Bond Program for improvements towards construction of the Project; and

**WHEREAS**, Greater Love is the fee simple owner of the real property for the proposed location of the Center at 1534 Peck Avenue, San Antonio, TX 78210; and

**WHEREAS**, Greater Love will provide at the Center, among other things, community services for public purposes, which include, social services and resources to families in economically disadvantaged communities that are both in the City and the County (the "Greater Love Services"); and

**WHEREAS**, the County is authorized by Section 122.001 of Chapter 122, Texas Health and Safety Code, as amended (“Chapter 122”), to appropriate and spend money from Tenant general revenues for public purposes, which include community social services to families in economically disadvantaged communities in the County; and

**WHEREAS**, pursuant to Chapter 122, the County is able to contribute general revenues for public purposes to assist Greater Love in the provision of the Greater Love Services; and

**WHEREAS**, the County is further authorized by Chapter 1301, Texas Government Code, as amended (“Chapter 1301”), to establish county facilities for needy or indigent persons in the county; and

**WHEREAS**, County is further authorized by the Certificate of Obligation Act of 1979, Subchapter C, Chapter 271, Texas Local Government Code, as amended (“Chapter 271”), to issue certificates of obligation (the “Certificates”) for the payment of contractual obligations to be incurred (i) for the construction of any public work or construing, renovating, or otherwise improving a County building acquired by the County by construction, purchase, devise, gift, or lease, and (ii) for the purchase of materials, supplies, equipment, machinery, buildings, land, and rights-of-way for authorized needs and purposes; and

**WHEREAS**, Greater Love will enter into a 20-year lease agreement with the City and County, as co-tenants, for the Center as described more fully in the attached and incorporated **Exhibit D (“Lease”)**; and

**WHEREAS**, in furtherance and to assure accomplishment of the public purposes of the County heretofore described, Greater Love and the County desire further to enter into the Lease to provide for the County’s acquisition by construction and lease of the Project, including any improvements, facilities and equipment situated thereon (as further defined and described), and for the right of the County to contribute to the construction by Greater Love, for and on behalf of the County, of the Project for the purpose of establishing a County public services community facility for indigent and needy persons in Bexar County, as an administrative, public County facility to be constructed by City, and as a cultural enrichment and community services center for the residents of the City and the County, and to be occupied and used by Greater Love for the delivery and operation of a community facility pursuant to, and subject to the terms and conditions of the Lease, and to provide further for the occupancy, use, management, operation and maintenance of the Center by the Greater Love as the occupant and Operator (as such term is defined herein for and on behalf of the City and the County); and

**WHEREAS**, the Parties intend this Agreement to set forth each Party’s responsibilities and obligations in connection with the Funding and its use for the Project and the on-going operation of the Center once completed;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

## **I. PURPOSE**

The Parties have determined that Greater Love will provide \$1,000,000.00 in value to the Project including but not limited to Project design and construction cost reimbursements to the City, which includes a contribution of \$500,000.00 from Bexar County, Texas (“County Funds”). City shall contribute \$2,000,000.00 to the Project towards the construction of the Center (“City Funds”) and shall be responsible for soliciting the construction, constructing the Project, providing construction administration services (in addition to the construction phase services provided by Greater Love’s architects and engineers), and obtaining any permits necessary to complete the construction of the Project. The City will withhold \$180,000.00 from the City Funds for City’s construction management costs as described in Section 4.2. City Funds shall not contribute to or be used for construction phase design services, which are solely the responsibility of Greater Love. Under no circumstances shall City’s contribution to the Project exceed the \$2,000,000.00.00 in City Funds (as defined below). Upon completion of the Project, Greater Love will provide services to the general public at the Center which may include pre-school and after school programming, adult education and senior day care.

## **II. TERM**

2.1 This Agreement shall commence on the later of (a) the effective date of the City’s authorizing ordinance, (b) date of the approval of this Agreement by the Bexar County Commissioners Court, or (c) the latest of the dates of the signatures to this Agreement of the three Parties. The Agreement shall expire upon the earlier to occur of: (a) final payment by the City and the County of all funding under this Agreement, or (b) termination of this Agreement as otherwise provided herein (“Term”). The Director of Public Works may administratively approve extension of agreement term up to an additional year without further Council action if deemed necessary by City. The County Director of Economic and Community Development may administratively approve extension of this Agreement term up to an additional year without further action by Commissioners Court.

2.2 Notwithstanding the foregoing, upon completion of the Project Greater Love shall enter into and abide by the terms of the lease for the Center attached hereto as **Exhibit D** for the earlier of twenty (20) years or until the repayment and discharge by the City of any City Bonds and by the County of the County certificates. Additionally, Greater Love’s obligations to operate and maintain the Center for use by the general public and to provide Annual Reports as set out in **Article III** of this Agreement shall survive the expiration of the Term and shall continue in effect until the repayment and discharge by the City of any City Bonds or by the County of any County Certificates the respective proceeds of which are used by the City to satisfy City’s or the County’s respective contribution to the Project.

## **III. OBLIGATIONS OF GREATER LOVE, INCORPORATED**

3.1 Greater Love shall contribute to the Project a minimum amount of \$1,000,000.00. This contribution includes all costs for design (to include construction phase design services), and a

contribution to the Project construction and other construction related costs from Greater Love’s fundraising efforts as set out in Exhibit C2. As listed in the table below, Public donations include \$500,000.00 in County Funds and \$500,000.00 from the State of Texas. Greater Love intends to use a portion of the State funds towards design and design services. Any of the remaining funds raised, in excess of the \$1,000,000.00 contribution to the Project, may be used by Greater Love for additional services to be provided at the Center. The funds designated for Project construction by Greater Love shall be paid to the City on a reimbursement basis in accordance with paragraph 3.3 and shall be used by City solely for the Project.

**Greater Love, Incorporated Fundraising Totals & Estimated  
Contribution Breakdown towards the Project**

Public Donations (Bexar County)	\$500,000.00
Public Donations (State Grant)	\$500,000.00 <sup>1</sup>
<b>Total</b>	<b>\$1,000,000.00</b>

<sup>1</sup> State grant portion will be used by Greater Love to fund design & design services

3.2 Greater Love shall provide evidence to City and County that all Funding has been secured prior to City commencing construction of the Project. In the event that the scope of the Project is adjusted downward, the City and County shall have the option of adjusting its commitment downward accordingly. Neither City nor County is responsible for any costs in excess of the respective amount of the City Funds or County funds unless agreed to in writing in the form of an amendment to this Agreement. The City shall fund its commitment hereunder from proceeds derived from its sale of bonds authorized under Proposition #4 of the City’s May 6, 2017 bond election (such City bonds, as well as any City bonds from time to time issued to refund the same, the “City Bonds”). Under no circumstances shall City or County be responsible for any cost in excess of the respective amount of City Funds or County funds provided pursuant to Article IV of the Agreement.

Greater Love shall be responsible for all costs to complete the Project in excess of the amount of City Funds. In the event the total cost of the Project increases above \$3,000,000.00, the Project scope shall be reduced to adhere to the budget or Greater Love shall be solely responsible for payment of the costs in excess of the \$3,000,000.00. In the event that the scope is not reduced and Greater Love agrees to pay for the increased construction costs, City will continue to manage the Project and Greater Love shall be responsible for and pay to City an additional project management fee equal to six percent (6%) of the costs. Greater Love shall pay any and all amounts invoiced by City required to complete the Project construction in excess of City Funds to the City, along with the additional 6% for City’s project management fee, within thirty (30) days of being notified by City in writing of such additional costs.

3.3 Once City commences construction, City shall submit invoices for construction costs, to include labor and materials, for reimbursement on a monthly basis, with copies of all invoices and payment requests to the County throughout the entire construction period. The County Funds shall be the first source utilized for reimbursement to City for construction costs. City shall invoice Bexar County for reimbursement and send a copy of such invoice to Greater Love. Bexar County shall make payment directly to City within thirty (30) days of receiving an

approved City invoice. Once the County Funds have been expended, the City shall submit invoices directly to Greater Love. Upon receipt of an invoice from the City, Greater Love shall reimburse City for the full amount of the invoice within thirty (30) days after receipt of an approved invoice. Invoices will include a summary of the work that is being invoiced for. Payments from Bexar County shall be in the form of wired funds or by checks based upon an approved Payment Request signed by Greater Love, the City and the County Auditor, or their designees and payments from Greater Love shall be in the form of a check made out to the City of San Antonio. Payment requests to the County shall be submitted to Economic and Community Development Department, Paul Elizondo Tower, Suite 900, 101 W. Nueva Street, San Antonio, Texas 78205, with a copy to the Bexar County Auditor, 101 W. Nueva Street, Suite 900, San Antonio, Texas 78205.

3.4 Unless written notification by Greater Love to the contrary is received and approved by City and County, Reverend Lester Gillespie, Sr. or designee shall be Greater Love's designated representative responsible for the management of this Agreement.

3.5 The Director of the Public Works Department or designee shall be responsible for the administration of this Agreement on behalf of the City until the completion of the City funded portion of the Project.

3.6 The County Director of Economic and Community Development Department or designee shall be responsible for the administration of this Agreement on behalf of the County until the completion of the County funded portion of the Project.

3.7 Communications between City, County and Greater Love shall be directed to the designated representatives of each as set forth in paragraphs 3.4, 3.5, and 3.6 hereinabove.

3.8 Greater Love shall be responsible for procuring all design consultant services (including Architect, MEP, Structural, landscape and civil engineering services) required to deliver the Project. Greater Love shall include the City and County in design review meetings at Schematic Design, Design Development, 50% Construction Documents and 95% construction documents. Greater Love shall also provide to the City and County the documents and the cost estimates at these stages. Once design is complete, Greater Love shall provide to the City and County the final design plans and specifications, and the cost estimates for the Project ("Plans") and such Plans shall be subject to the review and approval of City, acting in its capacity as grantor under this Agreement. After approval by City and County, the final design Plans shall be provided to the City and County to move forward with construction and Greater Love shall not make any substantial changes to the Plans without the prior written approval of City and County. City's approval of the Plans does not release Greater Love of the responsibility for the correction of Greater Love's mistakes, errors or omissions contained in the Plans, including any mistakes, errors or omissions, which may be the result of circumstances unforeseen at the time the Plans were developed or approved.

3.9 Greater Love will be solely responsible for the recurring operations and maintenance of the Center upon completion of the Center at Greater Love's sole cost and expense. Greater Love shall provide for the continued operation of the Center during the entire term that the City Bonds

issued to finance the City's contribution to the Project and the County's Certificates issued to finance the County's contribution to the Project remain outstanding in a manner that accomplishes on the City's and County's behalf the public purposes that form the basis for the City's and County's contribution to the Project

3.10 The City's commitment hereunder is funded with City Bonds, which are obligations the interest on which is excluded from the gross income calculations of the holders thereof for the purpose of determining income tax liability under applicable federal law. Maintaining the eligibility of the City Bonds for this tax treatment requires the City's compliance with applicable federal tax law and regulations, which includes agreements regarding the use of City Bonds' proceeds and the use and operation of facilities financed with those proceeds. Upon completion of the Center and the use and operation of the Center is under Greater Love's control, Greater Love agrees that it shall not use, or permit the use of the portions of the Center financed with proceeds from City Bonds, in a manner which, if used or permitted to be used, respectively, would cause the interest on City Bonds to be includable in the gross income of the bond owners for federal income tax purposes. Purposes which are not permissible include, but are not limited to, religious activities, restaurants, cafes, and retail stores, which activities Greater Love hereby agrees shall not be permitted upon the premises of the Center or within the Center itself.

3.11 The County's commitment hereunder is funded with County Certificates, which are obligations the interest on which is excluded from the gross income calculations of the holders thereof for the purpose of determining income tax liability under applicable federal law. Maintaining the eligibility of the County Certificates for this tax treatment requires the County's compliance with applicable federal tax law and regulations, which includes agreements regarding the use of County Certificates' proceeds and the use and operation of facilities financed with those proceeds. Upon completion of the Center and the use and operation of the Center is under Greater Love's control, Greater Love agrees that it shall not use, or permit the use of the portions of the Center financed with proceeds from County Certificates, in a manner which, if used or permitted to be used, respectively, would cause the interest on County Certificates to be includable in the gross income of the bond owners for federal income tax purposes. Purposes which are not permissible include, but are not limited to, religious activities, restaurants, cafes, and retail stores, which activities Greater Love hereby agrees shall not be permitted upon the premises of the Center or within the Center itself.

3.12 Greater Love hereby acknowledges that it will operate the Center in a manner consistent with use by the general public. Greater Love hereby agrees that the operating hours of the facility will facilitate frequent use by the general public and that the scheduling of use, rules and regulations, and other operational practices will not unreasonably limit access by the general public to use and enjoy the Project improvements. Further, Greater Love shall not employ, nor allow others to employ, discriminatory practices in the use of the Project improvements. Greater Love hereby agrees that the programs and use described herein will continue for the entire term that the City Bonds and County Certificates issued to finance the City's and the County's respective contributions to the Project, remain outstanding. City or County funded improvements may not be used for Greater Love's personal office space or other non-public aspects of the Center.

3.13 Greater Love acknowledges and agrees that it will enter into the twenty (20) year bond funding lease security agreement attached here to as **Exhibit D** with the City and the County for the Center prior to commencing any operations at the Center.

3.14 Beginning on January 31<sup>st</sup> of the year immediately following the year in which Project is completed, and on each succeeding January 31 throughout the Term of the Agreement, Greater Love shall provide Director of the Public Works Department and the County Director of Economic and Community Development Department, or successor departments, or designees, an annual report ("Annual Report"). The Annual Report shall include the following:

3.14.1 Description of all activities that occurred during the previous calendar year that were available to the general public, including activity dates, estimated attendance, days and hours that the Project improvements are open to the general public, and the rules and regulations for use.

3.14.2 Evidence of insurance coverage, with City and County as additional insured, as outlined in the Lease set out in Exhibit D below.

3.14.3 Description of all maintenance activities, including routine, capital, and any deferred maintenance, for the previous calendar year and planned maintenance activities for the upcoming calendar year.

3.15 Greater Love, City, and County will jointly plan and participate in a ground-breaking ceremony and/or such other presentations announcing the Project, the date and specifics of which will be determined by the City and County in consultation with Greater Love.

3.16 No Boycotting of Israel. Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- A. does not boycott Israel; and
- B. will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By signing this Agreement with the City of San Antonio, Grantee hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Grantee's verification. If found to be false, City may terminate the contract for material breach.

3.17 By signing this Agreement with the City and County, Grantee hereby agrees that it will not, directly or indirectly, use the City Funds or the County Funds to contribute, or otherwise make available such funds to any subsidiary, other affiliate of Grantee, joint venture partner, or other person to fund or facilitate any activities of or business or transaction with any embargoed person or any activities or business in any sanctioned country, or in any other manner that would result in a violation of any sanctions administered or enforced by the Office of Foreign Asset Control or the U.S. Department of State.

#### **IV. OBLIGATIONS OF THE CITY**

4.1 City shall use the Plans to be provided by Greater Love to construct the Project. City shall contribute \$2,000,000.00 to the Project, which funds are a part of the 2017-2022 Bond Program. City shall be responsible for soliciting the construction, constructing the Project, providing construction administration services, and obtaining any permits necessary to complete the construction of the Project. The City will obtain all necessary permits and regulatory approvals, but the cost of such permits and regulatory approvals shall be an expense eligible for reimbursement by Greater Love hereunder. City Funds shall not contribute to nor be used for construction phase engineering services, which are solely the responsibility of Greater Love. City shall withhold six percent (6%) of the total Project budget, which amount equals \$180,000.00, for City's construction management costs associated with the Project. In the event the Project scope is increased, the amount that City withholds for construction administration costs shall also be adjusted upwards to account for additional construction oversight as set forth in paragraph 3.2.

4.2 The City will include two Greater Love representatives in the solicitation process when selecting the contractor. In addition, the City will provide updates in writing, in the form of meeting notes, on the progress of the Project construction. The City will also notify and invite the Greater Love representatives to on-site construction meetings and visits to the Project location.

4.3 City warrants and represents that it will comply with all Federal, State and Local laws and regulations and will use all reasonable efforts to ensure said compliance by any and all contractors and subcontractors that may work on the Project.

4.4 To the extent applicable, City agrees to abide by Chapters 252 of the Texas Local Government Code, and Chapters 2254 and 2269 of the Texas Government Code or other open competitive contracting processes which are advertised to the public in a legal and appropriate manner.

4.5 Prevailing Wage Rate and Labor Standards



4.5.1 The requirements of Chapter 2258 of the Texas Government Code, entitled "Prevailing Wage Rates," shall apply to this Funding Agreement. City agrees that its construction contractor will comply with City Ordinance No. 71312 and its successors such as Ordinance No. 2008-11-20-1045 and will require subcontractors to comply with City Ordinance 71312 and its successors such as Ordinance No. 2008-11-20-1045 and shall not accept affidavits.

4.5.2 City shall require its construction contractor and all subcontractors to comply with each updated schedule of the general prevailing rates in effect at the time City calls for bids for construction of a given phase. City is responsible for and shall collect and monitor weekly certified payrolls and perform site visits to ensure the prevailing wage is being paid to all workmen.

4.6 Environmental. City shall construct Project in accordance with all Federal, State, and local environmental requirements including all City applicable construction and development regulations.

4.7 Small Business Economic Development Advocacy Program. City shall construct Project in accordance with City's Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program).

4.8 The City will coordinate with Greater Love and County to mutually agree upon a manner to document Greater Love's funding towards the Project such as by an appropriate plaque or small monument.

#### **V. MEDIA**

All press releases or other public communications of any nature whatsoever relating to the Greater Love Multi-Generational/Community Center Project which is the subject of this Agreement, and the method of the release for publication thereof, will be subject to the prior mutual approval of the Parties. Notwithstanding anything herein to the contrary, each Party has the right to publicly disclose this Agreement and its subject matter as required by applicable laws without the prior written approval of the other Parties.

#### **VI. NOTICE**

Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

**If to the City:**

Razi Hosseini, P.E., R.P.L.S.  
Interim Director/City Engineer, Transportation & Capital Improvements  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**If to the County:**

Monica Martinez  
Special Projects Coordinator  
Economic and Community Development Department  
Bexar County – Paul Elizondo Tower  
101 W Nueva Street Suite 944  
San Antonio, TX 78205

**If to Greater Love:**

Reverend Doctor L.J. Gillespie, Senior, Pastor  
Greater Love Ministries, Inc.  
1534 Peck Avenue  
San Antonio, Texas 78210

**VII. APPLICABLE LAW**

7.1 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.

7.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

**VIII. COMPLIANCE WITH LAWS**

Each party will comply with all applicable federal, state and local laws, rules and regulations which may apply to the performance of their respective obligations under this Agreement.

**IX. AMENDMENTS**

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by an amendment, in writing, executed by the Parties.

## **X. SEVERABILITY**

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.

## **XI. LEGAL AUTHORITY**

The signatories to this Agreement represent, warrant, assure and guarantee that they have full legal authority to execute this Agreement on behalf of the party for which they are signing and to bind such party to all of the terms, conditions, provisions and obligations herein contained.

## **XII. ENTIRE AGREEMENT**

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements between the Parties.

## **XIII. FORM 1295**

Greater Love has delivered to City, unless exempted under applicable law, the Certificate of Interested Parties Form 1295 ("Form 1295") and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by Greater Love, the City and the County. Greater Love understands that none of the City, the County, or their respective representatives or consultants have the ability to verify the information included in Form 1295, and none of the City, the County, or their respective representatives or consultants have an obligation, nor have undertaken any responsibility, for advising Greater Love with respect to the proper completion of Form 1295 other than, with respect to Greater Love, providing the identification numbers required for the completion of Form 1295.

**XIV. COUNTERPARTS**

For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

**THE CITY OF SAN ANTONIO**

**GREATER LOVE MINISTRIES, INC.**

By: \_\_\_\_\_  
Roderick Sanchez  
Assistant City Manager

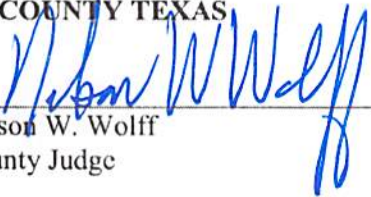
  
\_\_\_\_\_  
Reverend Doctor L.J. Gillespie, Senior, Pastor  
Greater Love Ministries, Inc.




**APPROVED AS TO FORM:**

\_\_\_\_\_  
Andy Segovia, City Attorney


**BEXAR COUNTY TEXAS**

By:   
Nelson W. Wolff  
County Judge


**APPROVED AS TO LEGAL FORM:**

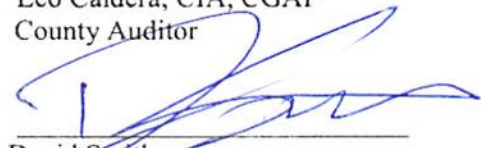
By:   
Bill Avila, Bracewell LLP  
Bond Counsel to County

**APPROVED:**

By:   
Deborah Carter, Director  
Economic & Community Development

**APPROVED AS TO FINANCIAL CONTENT:**

By:   
Leo Caldera, CIA, CGAP  
County Auditor

By:   
David Smith  
County Manager

## **EXHIBIT A**

### **SCOPE**

The construction of the Greater Love Community Center. The Center is to be located at the property site of 1534 Peck Avenue on land adjacent to Greater Love Missionary Baptist Church. The facility shall include portions of the pre-kindergarten daycare, portions of the Senior Care Center, Restrooms, Dining area and kitchen. Upon completion, Greater Love shall, at its expense, provide the following services which are the public purpose for this project: Pre-k and after school program, senior daycare program, life skills, adult education and access to substance abuse and other counseling services.

### **LEGAL DESCRIPTION OF LEASED PREMISES**

[TO COME]

### **PHYSICAL DESCRIPTION OF THE PROJECT TO BE CONSTRUCTED**

[TO COME]

**EXHIBIT B**

**DESIGN PLANS**

**CONCEPTUAL GREATER LOVE MULTI-GENERATIONAL  
CULTURAL/COMMUNITY  
CENTER DESIGN PLANS**

**[TO COME]**





**EXHIBIT C.2**

**PARTNER / AGENCY FUNDS**

<b>Funding Source</b>	<b>Funding Amount</b>	<b>Funding Secured (Y/N)</b>	<b>Anticipated Date Funding Secured</b>
City of San Antonio	\$2,000,000.00	Y	May 6, 2017
County of Bexar	\$250,000.00	Y	October 29, 2018
County of Bexar	\$250,000.00	Y	October 15, 2019
State of Texas	\$500,000.00 <sup>1</sup>	Y	June 15, 2019
<b>Total Amount:</b>	<b>\$3,000,000</b>		
<sup>1</sup> State grant portion will be used by Greater Love to fund design & design services			

**EXHIBIT D**  
**LEASE AGREEMENT**

**Funding Agreement Lease Security (“Lease”)  
For  
Greater Love Multi-Generational Cultural/Community Center**

**Authorizing Ordinance:**

**Funding Agreement** That certain Greater Love Multi-Generational Cultural/Community Center Funding Agreement (hereinafter referred to as “Funding Agreement”) by and between the City of San Antonio and Greater Love Ministries Inc., which agreement is coterminous with this Lease

**Landlord:** Greater Love Ministries, Inc. (hereinafter referred to as “Landlord”)

**Landlord’s Address:** 1534 Peck Avenue, San Antonio, Texas 78210

**Bexar County, Texas** A political subdivision of the State of Texas, acting by and through its Commissioners Court (“County”)

**City of San Antonio, Texas** A home rule municipality and political subdivision of the State of Texas, acting by and through its City Council (“City”)

**Tenant:** Collectively the City and County, as co-tenants (hereinafter referred to as “Tenant”)

**County’s Address** Economic and Community Development Department  
Bexar County – Paul Elizondo Tower  
101 W Nueva Street Suite 944  
San Antonio, TX 78205

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

**Premises:** The land, building and improvements constituting the Greater Love Multi-Generational Cultural/Community Center located at 1534 Peck Avenue San Antonio, Bexar County, Texas, more particularly described on **Exhibit A**, which is incorporated herein for all purposes and all other improvements renovations, facilities and equipment now or hereafter constructed or installed thereon.

**Permitted Use:** Pre-school and after school programming, adult

education and senior day and community social services to families and elderly residents in economically disadvantaged communities other public purposes in the City and the County

**Lease Commencement Date:** This Lease shall commence on the effective date of the Tri-Party Funding Agreement.

**Term:** Unless sooner terminated as herein provided, this Lease shall be and continue in full force and effect for a term commencing on the Effective Date of the Tri-Party Funding Agreement and ending upon the later to occur of i) 20 years after the date of issuance of a Certificate of Occupancy for the Project by the City, or ii) a) as to the City, the date of repayment and discharge by the City of any City Bonds the proceeds of which are used by the City to satisfy City's contribution to the Project and b) as to the County, the date of repayment and discharge by the County of the County Certificates the proceeds of which are used by the County to satisfy the County's contribution to the Project .

**Initial Term Annual Rent:** In consideration of Tenants financial support for the construction of the improvements, there will be no rent.

**Background:**

**The City:**

May 6, 2017, San Antonio voters approved the 2017-2022 Bond Program, consisting of six propositions totaling \$850 Million, which included \$2,000,000.00 under Proposition 4 Library & Cultural Facilities Improvements associated with Greater Love Multi-Generational Cultural/Community Center project ("Project") described in Proposition 4 (such City bonds, as well as any City bonds from time to time issued to refund the same, the "City Bond"), as "construction of a new community facility to provide services which may include pre-school and after-school programming, adult education and senior day care."

The City is legally bound to comply with official brochure terms and conditions including fulfillment of a public purpose in accordance with all applicable laws of public funding and authorizing instruments for the public funding. By resolution of its City Council, the City identified the project that is the subject as the project that was identified and contemplated in this official brochure and other City documentation relating to this bond election. The purpose of

this lease agreement to provide security to the City that the public purposes stated in the bond election and brochure will be carried out.

**The County:**

The County is authorized by Section 122.001 of Chapter 122, Texas Health and Safety Code, as amended ("Chapter 122"), to appropriate and spend money from Tenant general revenues for public health and other purposes in the County. The Landlord provides, among other things, community services for public purposes, which include, social services and resources to families in economically disadvantaged communities in the County (the "Landlord Services"). Pursuant to Chapter 122, Landlord receives money from the County general revenues for public purposes to assist Landlord in the provision of the Landlord Services.

The County is further authorized by Chapter 1301, Texas Government Code, as amended ("Chapter 1301"), to establish county facilities for needy or indigent persons in the county.

County is further authorized by the Certificate of Obligation Act of 1979, Subchapter C, Chapter 271, Texas Local Government Code, as amended ("Chapter 271"), to issue certificates of obligation (the "County Certificates") for the payment of contractual obligations to be incurred (i) for the construction of any public work or construing, renovating, or otherwise improving a County-owned building, and (ii) for the purchase of materials, supplies, equipment, machinery, buildings, land, and rights-of-way for authorized needs and purposes.

In furtherance and to assure accomplishment of the public purposes of the Tenant heretofore described, Landlord and the Tenant desire further to enter into this Lease to provide for the Tenant's acquisition by construction and lease of the Premises, including any improvements, facilities and equipment situated thereon (as further defined and described), and for the right of the Tenant to provide for the construction by Landlord, for and on behalf of Tenant, of improvements and renovations to the Premises for the purpose of establishing a County community facility for indigent and needy persons in Bexar County, as an administrative, cultural facility to be developed by Landlord, for and on behalf of County, and as a cultural enrichment and community services center for the residents of the City, and to be occupied and used by Landlord for the delivery and operation of a community facility by Landlord pursuant to, and subject to the terms and conditions of this Lease, and to provide further for the occupancy, use, management, operation and maintenance of the Premises by the Landlord as the occupant and Operator (as such term is defined herein for and on behalf of the Tenant).

## 1. Demise of Premises.

### 1.1 Lease

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord under the terms of this Lease. Tenant is to have and hold the Premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to them. Notwithstanding the preceding, it is the intent of the parties that Tenant will only take possession of the premises in the event that it is necessary for Tenant to take action to ensure the public purposes as stated in the Bond Documents are being fully carried out for the life of the City bonds issued by the City to finance the construction of the identified project.

### 1.2 License and Operating Agreement

1.2.1 License and Operating Rights. The Tenant, as Licensor, for and in consideration of the mutual benefits to the Landlord as Licensee and Operator (“Operator”) and the observance of the terms and conditions set forth hereinafter, hereby grants to Operator permission to enter, use, and occupy the Premises for the purposes set forth in Section 7 below. In further consideration of the mutual benefit derived between the Licensor and Operator, neither Licensor nor Operator shall not owe any rent or other fees or charges to each other under this Lease.

1.2.2 Operator’s Permitted Governmental Uses. In furtherance of Section 7, herein, the Premises shall be used and occupied by Operator as a cultural enrichment, and community services facility in and for the Tenant, and for the support, maintenance, operation and delivery of public services in and for the Tenant including the provision of cultural enrichment, and other community services to include, but not limited to, services employment, crime prevention, child care, health, drug abuse, education, fair housing, energy conservation, and general welfare and recreational needs to families in the economically disadvantaged communities that Operator serves in the City of San Antonio and Bexar County, and the delivery of the governmental services and public purposes described herein by the Operator for, and on behalf, and in furtherance of the governmental functions of the Tenant. In addition to the foregoing, Operator shall at all times assure that the services provided at the Premises to accomplish the respective public purposes on behalf of County and City (cultural enrichment and community services) that represent the legal basis for Tenant’s making the County Contribution and the City Contribution, respectively, as a ratio of all services provided at the Premises, shall be at least proportionate to the percentage of the costs of Premises construction and improvement partially funded by such Contributions (assuming a City Contribution of \$2,000,000.00 and

County Contribution of \$500,000.00 each and an overall cost of Community Facility improvement of \$3,000,000.00).

2. Lease Term.

The Term is as stated above.

3. Termination.

This lease terminates without further notice when the Term expires. Tenant's holding over expiration is not a renewal of the lease and does not give Tenant rights under the Lease in or to the Premises.

4. Rent.

In consideration of Tenants financial support for the construction of the improvements, there is no rent.

5. Taxes.

Landlord must pay and discharge all taxes, general and special assessments, and other charges of-any kind levied on or assessed against the Premises and all interests in the Premises and all improvements and other property on them during the lease term, whether belonging to Landlord or to Tenant. Landlord must pay all the taxes, charges, and assessments directly to the public officer charged with their collection not fewer than 15 days before delinquency. Landlord hereby indemnifies Tenant and holds it harmless from all loss, cost, liability, or expense arising from or relating to such taxes, charges, and assessments. Landlord may, in good faith at its own expense, contest taxes, charges, and assessments. However, it must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

6. Utilities.

Landlord must pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Premises throughout the lease term, including any connection fees. Landlord understands and agrees that this provision applies to any existing as well as contemplated facilities.

7. Use of Premises.

7.1 Permitted Use of Premises. The Premises may be used only for the Permitted Use, unless agreed to in writing by Landlord and Tenant. It is the intent of the Parties that Landlord shall have full possession of and use of the Premises throughout the term. Landlord hereby covenants and agrees that it shall use the Premises to provide the public services as stated in the respective Bond Documents and Certificate Documents throughout the term of the Lease.

- 7.2 Prohibited Use of Premises.** Landlord must not use or permit the Premises to be used:
- a. for any activity violating any applicable local, state, or federal law, rule, or regulation; or
  - b. for any activity which shall violate the terms of the City Bonds or County Certificates used to finance the improvements, including any bond covenants and any applicable federal regulations regarding tax exempt debt; or
  - c. for religious activities, restaurants, cafes, or retail trade, service or business; or
  - d. for gambling, bingo or similar games of chance, including, without limitation, the sale of lottery tickets; or
  - e. for any type of sexually oriented business, adult entertainment or adult bookstore.

**7.3 Voluntary Dedication.** Landlord shall have no right to voluntarily devote or dedicate any portion of the Premises to a public use other than the Permitted Use, except for the granting and dedicating of such utility, drainage and other easement or rights-of-way as are reasonably necessary for the operation of the Premises. Landlord shall notify Tenant in writing of any dedication at least sixty (60) days in advance.

**8. Construction.**

**8.1** Subject to the terms of the Funding Agreement, Landlord shall have the right to make the improvements agreed to by the parties, including the improvements to be paid for by funds realized by the City through its sale of the City Bonds.

**8.2** Any buildings, improvements, additions, alterations, and fixtures (except furniture and trade fixtures) constructed, placed, or maintained on any part of the become part of the real property of the Premises shall not be demolished for the Term of the Lease and must remain on the Premises and become Landlord's property when the lease terminates.

**9. Specific Condition.**

This Lease is subject to the Funding Agreement entered into between the parties. Pursuant to the Funding Agreement, City contributed \$2,000,000.00 and constructed the Greater Love Multi-Generational Cultural/Community Center, County contributed \$500,000.00, and Landlord contributed \$1,000,000.00 in value to include cash (which includes the County contribution), design, land, and the design construction documents. Landlord is solely responsible for and commits to raising the funds necessary to fund on-going operations of the Greater Love Multi-Generational Cultural/Community Center.



## 10. Assignment.

No party shall have the right to assign or sublease any portion of the premises without the prior written approval of the other party. Any attempted assignment or sublease, including and attempted sale of the Premises by Landlord, shall be void *ab initio*.

## 11. Repairs, Maintenance, and Restoration.

- 11.1 **Landlord's Duty to Maintain and Repair.** Landlord must keep and maintain all buildings and improvements erected on the Premises in a good state of appearance and repair (except for reasonable wear and tear) at Landlord's own expense.
- 11.2 **Damage or Destruction.** If any building or improvement constructed on the Premises is damaged or destroyed by fire or any other casualty, regardless of the extent of the damage or destruction, Landlord must 1) immediately notify Tenant of the damage or destruction, and 2) within one year from the date of the damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement at its own cost. Landlord must pursue the repair, reconstruction, or replacement with reasonable diligence and restore the building to substantially the condition it was in before the casualty. All fire and extended coverage insurance proceeds shall be used by Landlord in connection with such restoration. However, if beginning or completing this restoration is prevented or delayed by war, civil commotion, acts of God, strikes, fire or other casualty, pandemic, or any other reason beyond Landlord's control, the time for beginning or completing the restoration (or both) will automatically be extended for the period of each such delay.
- 11.3 **Notwithstanding the foregoing provisions of Section 11.2 hereof, if during the last three (3) Lease Years of the Term, the building and improvements constructed on the Premises are wholly destroyed by fire or any other casualty, or destroyed to such extent that Landlord and Tenant determine that it would be uneconomic to cause the same to be restored and replaced, then Landlord shall not be obligated to restore, rebuild, or replace the building and improvements constructed on the Premises and this Lease shall terminate as though the date of such destruction was the date of the expiration of the Term. Subject to the provisions of the Bond Documents related thereto, in the event of a casualty loss where the building and improvements constructed on the Premises will not be restored or replaced, all insurance proceeds attributable to the such building and improvements shall (i) first be applied to pay all remaining amounts owing on the City Bonds and the County Certificates, on a pro rata basis, and (ii) second be applied to pay the cost of razing the building and improvements constructed on the Premises and leveling, clearing and otherwise putting the Premises in good order (which Landlord hereby agrees to do, regardless of the availability of insurance proceeds). Any remaining insurance proceeds shall be distributed to Landlord.**

## 12. Mechanic's Liens.

Landlord must not cause or permit any mechanic's or other liens to be filed against the fee of the Premises. If such a lien is recorded, Landlord must cause it to be removed.

## 13. Condemnation.

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

13.2 **Total Taking—Termination.** If the entire Premises are taken or so transferred, this lease and all of the rights, titles, and interests under it ceases on the date that title to the Premises vests in the condemning authority. Tenant shall receive a portion of the proceeds of the condemnation award sufficient to repay the pro rata share of the City Bonds and County Certificates provided by Tenant for construction of the improvements.

13.3 **Partial Taking—Termination.** If only part of the Premises is taken or transferred, this lease terminates if, in Tenant's opinion, the remainder of the Premises is in such a location, or is in such form, shape, or reduced size, that Landlord's business cannot be effectively and practicably operated on it. In such case, this lease and all rights, title, and interest under it cease on the date that title vests in the condemning authority. Tenant shall receive a portion of the proceeds of the condemnation award sufficient to repay the pro rate share of the funds of the City Bonds and County Certificates provided by Tenant for construction of the improvements.

13.4 **Partial Taking.** If part of the Premises is taken or transferred and, in Landlord's opinion, the remainder of the Premises is in such that Landlord's business can be effectively and practicably operated on the remaining Premises, this Lease terminates only as to the portion of the Premises taken or transferred. The termination is as of the date title vests in the condemning authority. The Lease continues as to the portion not taken or transferred. Tenant shall receive a portion of the proceeds of the condemnation award sufficient to repay the pro rate share of the funds of the City Bonds and County Certificates provided by Tenant for construction of the improvements.

## 14. Insurance

14.1 **Prior to commencing operations at the Premises, Landlord shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Public Works Department and to the County, which shall be clearly labeled "Greater Love Multi-Generational Cultural/Community Center" 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. Tenant shall 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 the City and County. Tenant shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Public Works Department and County. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

14.2 Tenant reserves the right to review the insurance requirements of this Article during the effective period of this Agreement 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 Agreement. In no instance shall City allow modification whereby City may incur increased risk.

14.3 Landlord's financial integrity is of interest to Tenants; therefore, subject to Landlord's right to maintain reasonable deductibles in such amounts as are approved by the City, Landlord shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Landlord'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:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability *f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. *g. Explosion, Collapse, Underground h. Damage to property rented by Landlord	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

	h. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence
5. Builder's Risk (if applicable)	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
6. Property Insurance: For physical damage to the property of City, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of the Contractor's property
*if applicable	

14.4 Landlord agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Landlord herein, and provide a certificate of insurance and endorsement that names the Landlord and the Tenant as additional insureds. Landlord shall provide Tenant 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.

14.5 As they apply to the limits required herein, Tenant 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 any of the parties hereto or the underwriter of any such policies). Landlord shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Tenant at the addresses provided below within 10 days of the requested change. Landlord shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Public Works Department  
Contract Services Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

And to

**Bexar County**  
**Attn.: Department of Economic and Community Development**  
**Special Projects Coordinator**  
**101 W. Nueva Street, Suite 900**  
**San Antonio, Texas 78205**

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

- **Name Tenant, 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 Tenant, 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 Tenant where Tenant is an additional insured shown on the policy;**
- **Workers' compensation, employers' liability, general liability and automobile liability policies shall provide a waiver of subrogation in favor of the Tenant.**
- **Provide advance written notice directly to Tenant 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.**

**14.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Landlord shall provide a replacement Certificate of Insurance and applicable endorsements to Tenant. Tenant shall have the option to suspend Landlord'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 Agreement.**

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

**14.9 Nothing herein contained shall be construed as limiting in any way the extent to which Landlord may be held responsible for payments of damages to persons or property resulting from Landlord's or its subcontractors' performance of the work covered under this Agreement.**

- 14.10 It is agreed that Landlord's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by Tenant for liability arising out of operations under this Agreement.
- 14.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of Tenant shall be limited to insurance coverage provided.
- 14.12 Landlord and any Subcontractors are responsible for all damage to their own equipment and/or property.
- 14.13 Landlord shall ensure that its general contractor complies with Texas Government Code Chapter 2253 provisions regarding performance and payment bonds on certain Public Works contracts (copies of required bonds must be provided to City prior to the start of construction).

**15. Indemnity.**

- 15.1 Landlord covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, Tenant and the elected officials, employees, officers, directors, volunteers and representatives of Tenant, 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 Tenant directly or indirectly arising out of resulting from or related to Landlord's activities under this Agreement, including 1) any acts or omissions of Landlord, any agent, officer, director, representative, employee, consultant or subcontractor of Landlord, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, 2) any property damage or personal injury arising out of or in connection with Landlord's use or occupancy of the Premises, and 3) the breach or violation of any environmental regulations by Landlord or any of its agents, employees, representatives, guests, invitees or contractors . The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of Tenant, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LANDLORD AND TENANT 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 TENANT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
- 15.2 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. Landlord shall advise Tenant in writing within 24 hours of any claim or demand against Tenant or Landlord known to Landlord related to or arising out of Landlord's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Landlord's cost. Tenant shall have the right, at its option and at its own expense, to participate in such defense without relieving Landlord of any of its obligations under this paragraph.

**15.3 NOTWITHSTANDING THE FOREGOING, TO THE EXTENT PROVIDED BY LAW, TENANT SHALL BE RESPONSIBLE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION AGAINST TENANT ARISING IN FAVOR OF ANY PERSON, BECAUSE OF PERSONAL INJURIES OR DEATH OR DAMAGE TO PROPERTY, OCCURRING, GROWING OUT OF, OR INCIDENT TO, RELATED TO OR RESULTING DIRECTLY FROM THE OCCURRENCE OF ACTIVITIES OR OMISSION OF ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, CAUSED BY THE NEGLIGENCE OF TENANT AND/OR ITS EMPLOYEES.**

## **16. Default and Remedies.**

**16.1 Termination on Default.** Landlord may not terminate this lease during any period in which there is outstanding debt owed by Tenant for City Bonds and County Certificates issued for the financing of Tenant's contribution.

**16.2 Landlord understands and agrees that the public services required by the City Bonds and County Certificates must be provided throughout the term of this Lease. Therefore, if Landlord defaults in performing any obligation arising out of this Lease and does not correct the default within 60 days after receipt of written notice to Landlord, Tenant may then take possession of the Premises for purposes of fulfilling the public purposes stated in the City Bonds and County Certificates.**

**16.2.1 The provisions of this Section shall be enforceable by a court order of specific performance. Landlord waives its right to object to an injunction to specifically enforce Tenant taking possession of the Premises or for the necessity on the part of Tenant to prove irreparable harm or to post a bond in any such action.**

**16.2.2 Landlord hereby waives any objection to Tenant seeking out and employing Landlord's employees in an effort to continue uninterrupted service. Landlord shall make no claim against Tenant for contractual interference caused by this action.**

**16.3 Termination of this lease does not relieve either the Tenant or the Landlord from paying (A) money owing under this Lease at the time of termination, or (B) any claim for damages against under this Lease. Any party may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Lease. No waiver by any party of a breach of any covenant or condition of this**

Lease is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this lease.

**17. Right of Entry and Inspection.**

Landlord must permit Tenant or its agents, representatives, or employees to enter the Premises to inspect and determine whether Landlord is complying with this lease.

**18. No Partnership or Joint Venture.**

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

**19. Prohibited Interests in Contracts.**

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

**20. Landlord's Warranties.**

Landlord warrants and certifies as follows:

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

**21. Rights and Remedies Cumulative.**



The rights and remedies under this agreement are cumulative, and any party's using any right or remedy does not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**22. Time of Essence.**

Time is of the essence under this agreement.

**23. Applicable Law.**

This Agreement is entered into in San Antonio, Bexar County, State of Texas. The construction of this agreement and the rights, remedies, and obligations arising hereunder are governed by the laws of the State of Texas. The obligations performable hereunder by all parties are performable in San Antonio, Bexar County, Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

**24. Severability.**

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

**25. 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.

**26. 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.

**27. Notices**

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

**28. Further Assurances**

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

28.2. **Plaque.** The Landlord, City and County will coordinate and mutually agree upon a plaque recognizing the support of the members of the City Council and Bexar County Commissioners Court for the Project. The cost of the plaque shall not to exceed NINE HUNDRED DOLLARS (\$900.00) and shall be funded out of the Project. The Parties shall work together to select the location at the Project for the plaque.

28.3. **Business Plan.** The Landlord, as the operator of the Center, shall submit to the County no later than ninety (90) days after the Lease Commencement Date a Business Plan which shall be automatically attached hereto as Exhibit "B" and be incorporated herein. When approved in writing by the County, the Business Plan will automatically become incorporated in this Lease Agreement. The Business Plan will be based on a five (5) year rolling plan and incorporate an operating budget also based on a five (5) year rolling plan. The Business Plan shall be updated annually and shall be subject to the review of the County.

28.4 **Counterparts.** This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

#### SIGNATURES TO FOLLOW

*[The remainder of this page intentionally left blank.]*

Executed as of the date and year first above written.

LANDLORD:

GREATER LOVE MINISTRIES, INC.

By:   
NAME  
TITLE

*[Signature of Tenant on Next Page]*

Executed as of the date and year first above written.

TENANT (COUNTY):

COUNTY OF BEXAR By:

By:

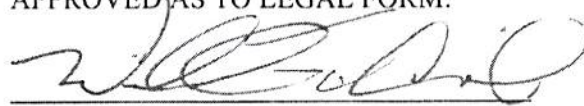
  
NELSON W. WOLFF County Judge

Date: 11-10-2020


ATTEST:

  
LUCY ADAME-CLARK County Clerk


APPROVED AS TO LEGAL FORM:

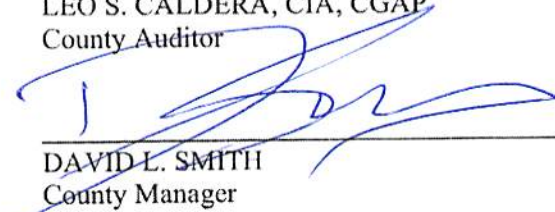
  
William. T. Avila, Braccwell LLP  
Bond Counsel to the County

APPROVED:

By:   
Deborah Carter, Director  
Economic & Community Development

APPROVED AS TO FINANCIAL CONTENT:

  
LEO S. CALDERA, CIA, CGAP  
County Auditor

  
DAVID L. SMITH  
County Manager

Executed as of the date and year first above written.

TENANT (CITY):

CITY OF SAN ANTONIO, TEXAS BY:

\_\_\_\_\_  
RODERICK SANCHEZ  
Assistance City Manager

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



APPROVED AS TO FORM:

\_\_\_\_\_  
ANDREW SEGOVIA, City Attorney

Executed as of the date and year first above written.

TENANT (CITY):

CITY OF SAN ANTONIO, TEXAS BY:

\_\_\_\_\_  
RODERICK SANCHEZ  
Assistance City Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDREW SEGOVIA, City Attorney

## **EXHIBIT A**

### **SCOPE OF THE PROJECT**

The construction of the Greater Love Community Center. The Center is to be located at the property site of 1534 Peck Avenue on land adjacent to Greater Love Missionary Baptist Church. The facility shall include portions of the pre-kindergarten daycare, portions of the Senior Care Center, Restrooms, Dining area and kitchen. Upon completion, Greater Love shall, at its expense, provide the following services which are the public purpose for this project: Pre-k and after school program, senior daycare program, life skills, adult education and access to substance abuse and other counseling services.

### **LEGAL DESCRIPTION OF LEASED PREMISES**

[TO COME]

### **PHYSICAL DESCRIPTION OF THE CENTER**

[TO COME]

EXHIBIT "B"

**BUSINESS PLAN**

***[To be provided by the LANDLORD]***