

ORDINANCE 2021-02-04-0065

APPROVING THE LICENSE AGREEMENT BETWEEN THE CITY OF HELOTES AND THE CITY OF SAN ANTONIO FOR ACCESS AND USE OF THE HELOTES PARK 3 RADIO TOWER COMMUNICATIONS SHELTER FOR THE PROVISION OF MOBILE AND PORTABLE RADIO COMMUNICATIONS.

* * * * *

WHEREAS, on February 15, 2018, City Council approved a contract (“Radio Contract”) with Dailey & Wells for the construction, system delivery, and system operation of a new P25 compliant public safety radio system, referred to as the Alamo Area Regional Radio System (“AARRS”) for the benefit of the City of San Antonio (“City”) Police and Fire departments, CPS Energy, Bexar County, and 56 additional public safety agencies; and

WHEREAS, on the same date, City Council also authorized the execution of an Interlocal Agreement (“ILA”) between the City, Bexar County, and CPS Energy for Bexar County and CPS Energy to make financial contributions to obtain minority ownership interests in the AARRS. The ILA sets out the terms of the shared ownership including, but not limited to, financial contributions, fiscal controls, governance, management, vendor oversight, construction, testing, delivery, operation, maintenance, technology upgrades and enhancements, selection of equipment, and the admission of radio subscribers; and

WHEREAS, the AARRS consists of a network made up of interconnected system tower sites and related communications facilities that provide wireless connectivity to public safety users and in order to provide the coverage needed by the AARRS, the current radio network consisting of 14-cell tower sites is being increased to a 28-site network; and

WHEREAS, on March 7, 2019, Council approved ordinance 2019-03-07-0187 that authorized lease agreements for tower sites in support of the AARRS with Crown Castle USA, Inc., American Tower, Bexar Metro, CPS Energy, and San Antonio Water System comprising 17 of the 28 radio tower sites and one backup core location which will support the new radio system’s installation during the transition period starting April 1, 2019 and ending January 31, 2022; and

WHEREAS, on June 13, 2019, Council approved ordinance 2019-06-13-0518 that authorized lease agreements for tower sites in support of the AARRS with Cell-Tex, KSAT, SBA, Univision, and San Antonio Water System comprising of 4 of the 28 radio tower sites and one backup core location which will support the location during the transition period starting April 1, 2019 and ending January 31, 2022; and

WHEREAS, on September 24, 2020, the City Council for the City of Helotes approved Resolution No. 20-019 which authorized the terms of the license agreement between the City of Helotes and the City of San Antonio for access and use of one level of rack space in the Helotes Park 3 Shelter in Helotes, Bexar County, Texas; and

WHEREAS, this license agreement between the City of Helotes and the City of San Antonio will provide access and use of one level of rack space in the Helotes Park 3 Shelter in Helotes, Bexar County, Texas; and

WHEREAS, the City of Helotes' equipment installation and use of the premises shall be in compliance with the City of San Antonio's cabling installation standards and other applicable industry standards and best practices; and

WHEREAS, the cost is \$1.00 from City of Helotes to the City of San Antonio; **NOW THEREFORE:**

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

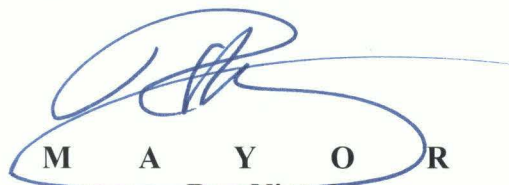
SECTION 1. The City Manager and designee, severally, are directed to execute the license agreement in **Attachment A** between the City of Helotes and the City of San Antonio for access and use of the Helotes Park 3 Shelter.

SECTION 2. Funds generated by this Ordinance will be deposited in Fund 74001000, Internal Order 209000000023, and General Ledger Account 4401170.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.


PASSED AND APPROVED this 4th day of February, 2021.

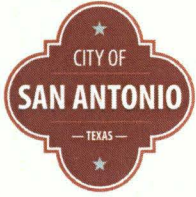

M A Y O R
Ron Nirenberg

ATTEST:


Tina J. Flores, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council

February 04, 2021

Item: 20

File Number: 21-1043

Enactment Number:

2021-02-04-0065

Ordinance approving a license agreement with the City of Helotes for access and use of the Helotes Park 3 Radio Tower Communications Shelter for mobile and portable radio communications. [Ben Gorzell, Chief Financial Officer; Craig Hopkins, Chief Information Officer, Information Technology Services]

Councilmember John Courage made a motion to approve. Councilmember Adriana Rocha Garcia seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,
Gonzales, Cabello Havrda, Sandoval, Pelaez and Courage

Absent: 1 Perry

DBS
02/04/2021
Item No. 20

ATTACHMENT A
Agreement

RESOLUTION NO. 20-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS APPROVING THE TERMS OF A LICENSE AGREEMENT BETWEEN THE CITY OF HELOTES AND THE CITY OF SAN ANTONIO FOR ACCESS AND USE OF THE HELOTES PARK 3 SHELTER FOR THE PROVISION OF MOBILE AND PORTABLE RADIO COMMUNICATIONS; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION; INCORPORATING RECITALS, SEVERABILITY, AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the Helotes Park 3 Shelter is an existing municipal utility works and radio communications facility owned by the City of San Antonio (COSA) and the shelter is located at 10088 Rafter S. Trail, Helotes, Texas 78023, more particularly described as BCAD Prop. ID No. 242732; and

WHEREAS, on June 13, 2019, COSA approved Ordinance No. 2019-06-13-0518 authorizing a new, larger Helotes Park 3 Shelter and radio upgrades from the 800mHz radio system to the federally mandated P25 radio system; and

WHEREAS, COSA has proposed a License Agreement to the support the major facility and radio system enhancements; and

WHEREAS, the City Council believe it is necessary to continue operating its mobile and portable radio communications systems from the upgraded Helotes Park 3 Shelter for the safety and general welfare of the City of Helotes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS THAT:

Section One. Approval. The License Agreement, attached hereto as Exhibit A, is hereby approved.

Section Two. Authorization. The City Administrator is hereby authorized to take all necessary steps to implement the provisions of this Resolution.

Section Three. Effective Date. This Resolution shall take effect immediately upon the approval of the City Council.

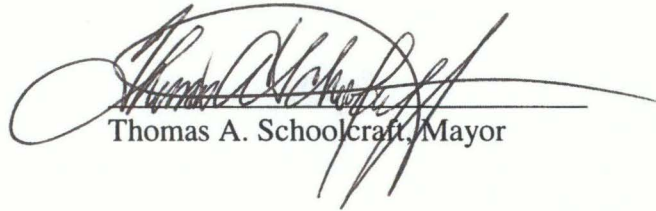
Section Four. Recitals. The City Council finds the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

Section Five. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Resolution. The City Council hereby declares that it

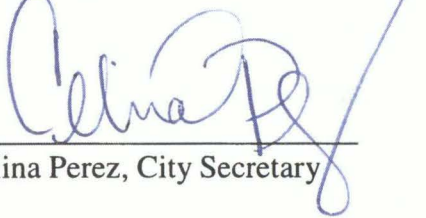
would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

PASSED AND APPROVED by the City Council of the City of Helotes this 24th day of September, 2020.

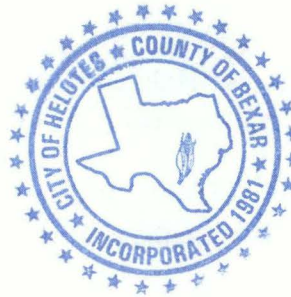
CITY OF HELOTES, TEXAS


Thomas A. Schoolcraft, Mayor

ATTEST:



Celina Perez, City Secretary



License Agreement
(City of Helotes – Helotes Park Estates Site)

This License Agreement (“License”) is entered into by and between the City of San Antonio, a Texas municipal corporation, as “Licensor,” acting by and through its City Manager, or the designee, pursuant to the Authorizing Ordinance and the Licensee named below.

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1. Pertinent Information

a.) **Authorizing Ordinance** 2019-06-13-0518, June 13, 2019
(No. and Date):

b.) **Licensee:** City of Helotes

c.) **Licensee’s Address:** City of Helotes
Attn: City Administrator
Mailing: PO Box 507
Physical: 12951 Bandera Rd.
Helotes, Texas 78023

d.) **Term:** The term of this agreement shall begin upon execution and will remain in effect until terminated by either party. Such termination shall require a minimum of ninety (90) days written notice to the other party.

- e.) Consideration:** \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.
- f.) Premises:** One level of rack space in the Helotes Park 3 Shelter ("Shelter") in Helotes, Bexar County, Texas more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes and a 24/7 year-round access to the property in order to access the Shelter (collectively, the "Premises").
- g.) Scope of License:** Access and use, of the granted Premises for the purposes of operating the licensee's mobile and portable radio solutions. Licensee's equipment installation and use of the premises shall be in compliance with the City of San Antonio's cabling installation standards and other applicable industry standards and best practices.
- h.) Effective Date:** The Effective Date of this Agreement is the latest date on which the Agreement is signed by both Parties following approval of the Agreement by an ordinance of the San Antonio City Council.
- i.) Licensor's Address:** City Clerk, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966

2. Grant of License

Licensor grants Licensee a license ("License") to use, maintain, and operate the Premises within the Scope of the License. This License is limited to the stated Term and is conditioned on Licensee's payment of the Consideration.

3. Restrictions on Use/Recording

3.01 This License does not grant Licensee authority to use any area beyond the Premises.

3.02 Access.

- a) **Unescorted Access.** Licensee shall designate up to six (6) uniformed members of the Helotes Fire Department ("Designate") who shall be permitted unescorted access on a 24/7 basis to Premises. Any Licensee's contractors who require access to the Premises shall be escorted by a uniformed Designate. Licensee may change the identities of the Designates by written notice to Licensor. Radio shelters are secure facilities and are designed and operated to prevent unauthorized access to equipment, material, and network; and to safeguard them against accidental or malicious damage, sabotage, espionage and theft; therefore, designates will be required to comply with all security standards and personnel background checks as City of San Antonio Radio Services personnel.

- b) **Access to Premises.** To enable Licensee to exercise its right to use the Premises under this Agreement, Licensor hereby grants Licensee non-exclusive access to ingress and egress the Premises, except as conditioned herein below, for equipment installation and maintenance, which includes, but is not limited to, the installation of and maintenance of mobile and portable radio equipment and supplies

3.03 Licensor's Superior Interest. This License grants only a privilege to use the Premises and is revocable by Licensor with a minimum of ninety (90) days written notice to Licensee. This instrument does not convey any real property interest. Licensor reserves the right to enter upon the Premises at any time for asserting its real property interest or for other purposes.

4. License Fee

(See Section 1, "Pertinent Information", "Consideration") \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

5. Construction, Maintenance, and Operations

5.01 Costs. Licensee is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any of licensee's property placed in or on the Premises, (hereafter "Licensee's Responsibilities").

5.02 No Liability. Licensor assumes no liability or no expense for Licensee's activities under this License.

5.03 Relocation. If Licensee's needs require relocation, maintenance, or adjustment in or on the Premises, or improvements by Licensee thereto, the relocation, maintenance, or adjustments will be at Licensee's sole cost and expense.

5.04 Maintenance. Licensee, at its sole cost and expense, must maintain all improvements constructed or equipment installed by Licensee. In so doing, Licensee must adhere to all applicable safety standards and must adhere to all federal, state, or local laws, rules, or regulations.

5.05 No Power to Bind. Licensee cannot not bind or permit another to bind Licensor for payment of money or for any other obligation.

5.06 Contractors and Subcontractors. All contractors and subcontractors who require access to the premises on behalf of the City of Helotes Fire Department must be escorted by an approved Designate.

6. Specific Conditions.

6.01 Licensor will pay for power consumption on the existing Helotes fire equipment subject to reasonable power use by Licensee. If Licensee's power usage increases significantly

as the result of new or additional equipment or otherwise, Licensee shall be responsible for its proportionate share of power usage.

6.02 Licensor shall ensure that the shelter is climate controlled through an HVAC system on a 24 hour by 7 days a week by 365 days a year basis. The temperature should be set as directed by industry standards and best practices for specific equipment located within the shelter.

7. Indemnity

Licensee is a municipality. To the extent allowed by law and the Texas Constitution, Licensee 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 Licensee activities under this Agreement, including any acts or omissions of Licensee, any agent, officer, director, representative, employee, Licensee or subconsultant of Licensee, 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 LICENSEE 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.**

8. Insurance

A condition of granting this License is the Licensee's requirement to add City, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured under any insurance provisions provided by third parties covering Licensee related to work on the Premises in amounts equal to, or to the same extent as, those covering Licensee.

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

8.02. Licensee must provide and maintain in full force and effect with respect to the Premises from the Commencement Date of this License and for the duration of this License and any extensions thereof, insurance coverage written on an occurrence form, by companies authorized and admitted to do business in the State of Texas and rated A- and Financial Category of rating of no less than (VII) or better by A.M. Best Company and/or otherwise acceptable to

Licensors, or (ii) if self-insured, proper documentation in a form and manner acceptable to Licensors through City’s Risk Manager, in the following types and amounts:

A) Prior to the commencement of any work under this Agreement, Licensee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Information and Technology Services Department, which shall be clearly labeled “**Helotes Park Estates Site Shelter Access**” 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. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City 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 Information and Technology Services Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

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

C) A Licensee’s financial integrity is of interest to the Licensors; therefore, subject to Licensee’s right to self-insure and right to maintain reasonable deductibles in such amounts as are approved by the Licensors, Licensee shall obtain and maintain in full force and effect for the duration of this License, and any extension hereof, at Licensee’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- and Financial Category of rating of no less than (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury *d. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. *e. Explosion, Collapse, Underground 	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

<p>4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles</p>	<p><u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence</p>
<p>5. Property Insurance: For physical damage to the property of LICENSEE, including improvements and betterment to the Licensed Premises</p>	<p>Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor's property</p>

D) Should Licensee assign this License, Licensee agrees to require, by written contract, that all assignees hereunder obtain, at a minimum, the same categories and amounts of insurance coverage required of Licensee herein and provide a certificate of insurance and endorsement that names the Licensee and Licensor as additional insureds. Licensee shall provide Licensor with said certificate and endorsement prior to the commencement of any assignment. This provision may be modified by Licensor'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 Licensor's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by Licensor, Licensor shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Licensee shall be required to comply with any such requests and shall instruct insurer to submit requested documents to Licensor at the address provided below within 10 business days. Licensee shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Information and Technology Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- 1) Name Licensor, 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 Licensor, with the exception of the workers' compensation and professional liability policies;
- 2) Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where Licensor is an additional insured shown on the policy;
- 3) Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of Licensor.

- 4) Provide advance written notice directly to Licensor of any suspension or non-renewal in coverage, and not less than fifteen (15) calendar days advance notice for nonpayment of premium.

G) Within fifteen (15) calendar days of a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to Licensor. Licensor shall have the option to suspend Licensee's use of premises 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.

H) In addition to any other remedies Licensor may have upon Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, Licensor shall have the right to order Licensee to stop work hereunder, until Licensee demonstrates compliance with the requirements hereof.

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

J) It is agreed that Licensee'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 Agreement.

K) 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 Licensor shall be limited to insurance coverage provided.

L) Licensee and any subcontractors are responsible for all damage to their own equipment and/or property.

8.03. Licensor may modify the insurance coverage and limits required when deemed necessary and prudent by Licensor's Risk Manager, based upon changes in statutory law, court decisions, or circumstances surrounding this License, but in no instance will Licensor allow modification increasing Licensor's risk.

8.04. If Licensee is not self-insured, each insurance policy required by this License must contain the following clauses:

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

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

and

(b) Information Technology Services Division
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
Attention: Director

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

"Any insurance or self-insurance maintained by the Licensors applies in excess of, and does not contribute with, insurance provided by Licensee."

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

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

8.05. If Licensee is not self-insured, Licensee must require its insurance carrier(s) to deliver to Licensors' Risk Manager and Information Technology and Services Division, upon request and without expense, copies of policies and endorsements pertinent to the limits required by Licensors. Licensors may request changes in policy terms, conditions, limitations, or exclusions (except where established by law). If Licensors do so and the changes would increase premiums, Licensors will provide 30 days prior notice of proposed changes to Licensee and an opportunity to discuss the changes. If Licensors still want the changes after discussion, Licensee must make the changes and pay the cost thereof.

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

8.07. If Licensee is not self-insured, within 30 days after the Effective Date, Licensee must deliver certificates to Licensors' Risk Manager and the Information and Technology Services Division, from Licensee's insurance carrier, reflecting all required insurance coverage. All endorsements and certificates must be signed by an authorized representative of the insurance company and must include the signatory's company affiliation and title. If requested by Licensors, Licensee's insurer must send Licensors documentation acceptable to Licensors that confirms that the individual signing the endorsements and certificates is authorized to do so by the insurance company.

8.08. The Notices and Certificates of Insurance must be provided to the same addresses as for notices of cancellation: P.O. Box 839966, San Antonio, Texas 78283-3966, Attention: City Clerk's Office, Information and Technology Services Division.

8.09. Nothing herein contained limits in any way Licensee's liability for damages to persons or property resulting from Licensee's activities or the activities of Licensee's agents, employees, assignees or invitees under this License while on premises.

8.10. Licensee waives all claims against Licensor for injury to persons or property on the Premises, whether or not caused by Licensor's negligence. Licensor waives all claims against Licensee for injury to persons or property on or about the Premises, whether or not caused by Licensee's negligence.

9. Termination

9.01 Licensor may terminate this License at any time before expiration by giving Licensee ninety (90) days written notice.

9.02 Upon termination, all rights and privileges granted to Licensee cease, and Licensee must cease use of the Premises after 90 days from receipt of notice of termination and remove all equipment installed by Licensee. Licensor, at its option, may direct Licensee to remove all or any part of the improvements and appurtenances and restore the Premises, at Licensee's sole cost, to original condition.

10. Assignment/Sublicensing

This License is personal to Licensee and cannot be assigned or sublicensed by Licensee, without the prior written consent of Licensor, as evidenced by passage of a future City of San Antonio ordinance.

11. Condemnation

If the Premises are taken, in whole or in part, by eminent domain, then this License, at the option of Licensor, ceases on the date title to the land so taken or transferred vests in the condemning authority. Licensee waives all rights to any condemnation proceeds. Licensee may seek a separate condemnation award. Licensee shall be notified of condemnation proceeding with sufficient notice to be able to remove its equipment and appurtenances before the title is transferred.

12. Taxes and Licenses

Licensee is a municipal corporation and political subdivision of the State of Texas and is exempt from any and all taxes. If taxes are due, Licensee shall pay, on or before their respective due dates, to the appropriate collecting authority, if due and owing, all federal, state, and local taxes, license fees, permit fees, debts, and obligations, now or hereafter levied on the Premises or on Licensee or its property.

13. Prohibited Interests in Contracts

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

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

(b) Licensee certifies as follows:

- (i) Licensee and its officers, employees and agents are neither officers nor employees of the Licensor.

(c) Licensee acknowledges that Licensor's reliance on the certification is reasonable.

14. Consent/Approval of Licensor.

Licensor's consent and approval under this License may be granted by the City Manager or his/her designee, unless the City Charter requires that the City Council consent by the passage of a separate City ordinance from the Authorizing Ordinance.

15. Subsequent Transfer by Licensor.

15.01 Upon written request, Licensee must, in writing,

(a) subordinate this License to the interest of any transferee of the Premises and to the lien of any mortgage or deed of trust, now or hereafter in force encumbering the Premises and to all advances made or hereafter to be made upon the security thereof;

(b) attorn to any transference of Licensor; and

(c) if Licensee is not in default hereunder, execute and deliver a Certificate of Estoppel and Subordination, Non-Disturbance and Attornment Agreement in form and substance acceptable to Licensor, if the transferee agrees not to disturb Licensee's possession of the Premises.

15.02. Foreclosure. Licensee must attorn to the purchaser at any foreclosure sale and recognize such sale and such purchaser as Licensor, if the purchaser recognizes Licensee's rights under this License and agrees not to disturb Licensee's possession of the Premises so long as Licensee is not in default hereunder.

16. Miscellaneous Provisions

16.01. Relationship Limited. This instrument creates only the relationship of Licensor and Licensee. The parties are not principal and agent, partners, joint ventures, or participants in any other enterprise between them.

16.02. Nondiscrimination. Licensee must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

16.03. Release From Liability/Notice of Sale. If Licensor transfers ownership of the Premises, Licensor will have no liability or obligation relating to the period after transfer. Licensor's transferee will succeed to all Licensor's rights hereunder.

16.04. Yielding Up. Licensee must, at termination, yield the Premises up peacefully, excluding any improvements and fixtures, which are the property of the Licensee (other than trade fixtures).

16.05. Authority To Execute. The party or parties executing this License on behalf of the Licensee and Licensor personally warrant that each of them has full authority to do so.

16.06. Acknowledgment Of Reading. The parties acknowledge that they have thoroughly read this License, including any exhibits or attachments, and have sought and received whatever advice and counsel they deemed necessary to form a full and complete understanding of their rights and obligations and, having so done, execute this License freely and voluntarily.

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

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

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

16.10. Integration. This written license represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no oral agreements between the parties.

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

16.12. Third Party Beneficiaries. This License is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third-party beneficiaries.

16.13. 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 at the beginning. The giving of notice is complete three days after its 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 Licensor or Licensee only after giving proper notice of fifteen (15) calendar days' notice to the other.

16.14. Pronouns. In construing this License, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire License, not to any particular provision of it.

16.15. Captions. Paragraph captions in this License are for ease of reference only and do not affect the interpretation hereof.

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

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

16.18. Ambiguities Not to Be Construed against Drafter. Any ambiguities found in this License must be resolved without resort to construction against the drafter.

16.19 Public Information. Licensee 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.

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

Licensors:
City of San Antonio,
a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved As To Form:

City Attorney

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this date by _____, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

Date: _____


Notary Public, State of Texas

My Commission expires: _____

Licensee:

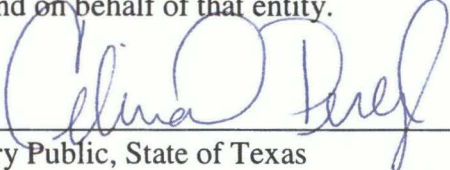
City of Helotes,

A Type A General Law Municipal Corporation and Political Subdivision of the State of Texas

By: 
Thomas A. Schoolcraft
Mayor

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this date by Thomas A. Schoolcraft, of the City of Helotes, in the capacity therein stated and on behalf of that entity.

Date: 9/24/20 
Notary Public, State of Texas

My Commission expires: 8/26/24

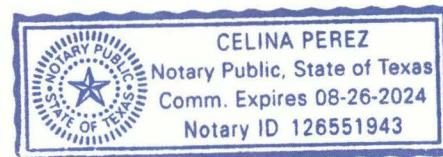


Exhibit "A"
Not for Public Release

