

AN ORDINANCE **2016-08-04-0546**

AUTHORIZING THE EXECUTION OF A 20 YEAR LEASE AGREEMENT WITH SAN ANTONIO MUSEUM OF ART TO ALLOW THE RELOCATION OF GROUND SHELTER AND RELATED EQUIPMENT THAT SUPPORTS THE CITY'S PUBLIC SAFETY RADIO SYSTEM FROM ITS CURRENT LOCATION AT 326 WEST JONES AVENUE TO THE SAN ANTONIO MUSEUM OF ART PROPERTY LOCATED AT 317 ARDEN GROVE STREET AT A TOTAL COST OF \$2,000.00 FOR THE TERM OF THE LEASE AGREEMENT; AND DEMOLITION OF THE KONO BUILDING LOCATED AT THE 317 ARDEN GROVE STREET PROPERTY.

* * * * *

WHEREAS, the City's current radio communications equipment environment provides public safety grade two-way radio communications for the City of San Antonio and surrounding Bexar County participating agencies and currently manages an average of 400,000 calls per day from approximately 7,100 radios, which includes thirty-five (35) external multijurisdictional agencies; and

WHEREAS, the radio system is available in over 1,200 square miles of Bexar County and provides the single source of communications to dispatch all Police and Fire/EMS in the City and County in response to any emergency; and

WHEREAS, this vital radio communications equipment, including radio antennas and radio ground shelter, is currently located on a CPS Energy tower located at 326 W. Jones Avenue; and

WHEREAS, the City was previously notified by CPS Energy of its intent to de-commission the West Jones Avenue tower and related ground space and vacate the premises as part of the continuing development of areas along the San Antonio River Walk and in the interim, CPS Energy has extended the City's use of the tower and ground shelter while a plan and budget were formulated for a move that would provide minimal disruption to the City's Public Safety Radio System; and

WHEREAS, the transmitting and receiving radio frequency antennas, microwave dishes, coaxial cables, and related antenna equipment will be moved to a nearby tower owned by KSAT-12 Television Station property located at 1408 N. St. Mary's Street ("KSAT Tower"); however, because of limited ground space at the KSAT Tower location, the radio communications ground shelter and related equipment supporting the radio antennas will be located on an adjoining property owned by the San Antonio Museum of Art ("SAMA") at 317 Arden Grove Street; and

WHEREAS, as consideration for the nominal \$2,000.00 total rent fee for the term of the lease agreement, and at SAMA's request, the City agrees to demolish a building located at 317 Arden Grove Street known as the old KONO Building; and City Staff will support a SAMA petition to close a portion of Arden Grove Street adjacent to 220 Arden Grove Street and 317 Arden Grove Street; and

WHEREAS, this Ordinance authorizes a 20 year Lease Agreement with the San Antonio Museum of Art to relocate the ground shelter and related equipment to 317 Arden Grove Street;
NOW THEREFORE,

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


SECTION 1. The City Manager or her designee is authorized to execute a 20 year Lease Agreement with the San Antonio Museum of Art to relocate the ground shelter and related equipment that supports the City's radio frequency antennas and related equipment currently located at 1408 N. St. Mary's Street to property owned by the San Antonio Museum of Art located at 317 Arden Grove Street at a total cost of \$2,000.00 for the term of the lease agreement, and to demolish the building known as the old KONO Building that is also located at the 317 Arden Grove Street location. A copy of the Lease Agreement is attached hereto in substantially final form and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Funds for this Lease are available from the FY2016 ITSD Operating Budget.


SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall be effective immediately upon passage by eight (8) or more affirmative votes of the City Council; otherwise, it shall be effective on the tenth (10th) day after passage.

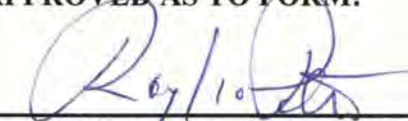
PASSED AND APPROVED this 4th day of August, 2016.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


FOR: Martha G. Sepeda, Acting City Attorney

Agenda Item:	18 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 14, 15, 16, 17, 18, 19, 22, 24, 25, 26, 27, 29)						
Date:	08/04/2016						
Time:	09:50:46 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a 20 year Lease Agreement at a total cost of \$2,000 with the San Antonio Museum of Art. [Ben Gorzell, Chief Financial Officer; Hugh Miller, Director, Information Technology Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

SAN ANTONIO MUSEUM OF ART ("SAMA") LEASE AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Recitals.....	3
1. Permitted Use.....	4
2. Term	4
3. Consideration – Demolition of KONO Building and Street Closure	4
4. Site Payment	6
5. Interference, Testing and Reservations.....	6
6. Installation of City's Personal Property	7
7. Construction.....	7
8. Utility Facilities.....	7
9. Maintenance.....	8
10. Access to Premises.....	8
11. Termination.....	9
12. Relocation and Removal of Base Station.....	9
13. Default and Right to Cure	9
14. Taxes	10
15. Insurance	10
16. Assignment	10
17. Waiver of Liens	11
18. Quiet Enjoyment and Authority to Enter Agreement	11
19. Dispute Resolution	11
20. Force Majeure	12
21. Notice.....	12
22. General Provisions.....	13
23. Signatures.....	14

EXHIBITS

A	Property Description, including description of KONO Building	15
B	Metes & Bounds Description of Leased Property ("Premise")	16
C	Engineering Drawings of Premises.....	17
D	Request by SAMA for Arden Grove Property to be Closed.....	18
E	Site Payment Schedule.....	19
F	Proof of Insurance	20

This non-exclusive Antenna Equipment Site Lease Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation and Home-Rule Municipality ("City"), acting herein through its City Manager, or designee, pursuant to Ordinance No. _____, passed and approved on _____, 2016, and the San Antonio Museum of Art ("SAMA"). The City and SAMA may be referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, SAMA owns or controls real property located at 317 Arden Grove San Antonio, TX 78215, as described in **Exhibit A** (the "Property"); and

WHEREAS, the City plans to install wireless communications antenna facilities that support the City's public safety radio system on a Tower located on adjoining property owned by Graham Media Group, San Antonio, Inc. d/b/a KSAT-12 Television Station ("KSAT Tower"), located at 1408 N. St. Mary's Street; and

WHEREAS, City wishes to lease property from SAMA, as described in **Exhibit B** ("Premises"), to install equipment shelters and/or cabinets, and related cables and utility lines; including coaxial cable, base units, ice bridge (that protects cables as they traverse the Property to the KSAT Tower), and other associated equipment ("Base Station") and a Backup Generator on the Premises, as described in **Exhibit C**, to support the wireless communications antennas, microwave dishes and related facilities to be installed on the KSAT Tower; and

WHEREAS, SAMA wishes to demolish a building located on the Property referred to as the KONO Building; and

WHEREAS, SAMA has filed a petition to close a portion of Arden Grove adjacent to 220 Arden Grove and 317 Arden Grove, which will be presented to City Council for its consideration on August 18, 2016, or the next available council date should City Council not convene or consider the item on that date, as described in **Exhibit D**; and

WHEREAS, as a result of the City's agreement to demolish of the KONO Building and City Staff's support of the petition for the Arden Grove street closure, SAMA will provide City: a) space for the installation of a Base Station and Backup Generator at a nominal rate, as set out in Section 4 of this Agreement; and b) access for ingress and egress to the Premises and for the purpose of installing, maintaining, upgrading, and operating the Base Station equipment and Backup Generator on the Premises;

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, City and SAMA agree as follows:

1. PERMITTED USE

1.1 **Permitted Use of Premises.** The Premises may be used by City for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, and upgrade of wireless facilities (such as equipment shelters and/or cabinets) but only for the purpose of installing Base Station and Backup Generator to support Antenna Equipment on the KSAT Tower to operate the City's public safety radio system, and not for any other purpose. City shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises. All installations and construction must be approved by SAMA, in advance.

1.2 **Backup Generator.** The City shall have the right to install an emergency generator or battery powered backup power supply on the Premises.

2. TERM

2.1 **Initial Term.** The initial term of the Agreement shall be for twenty (20) years commencing on the effective date of the Agreement and ending at midnight on the last day of the initial term ("Initial Term"). The effective date of the Agreement shall be the date on which both Parties execute the Agreement following approval of the Agreement by the City Council (the "Effective Date").

2.2 **Renewal Terms.** City shall have the right to extend this Agreement for two (2) additional five-year (5) terms (each a "Renewal Term"). Each Renewal Term shall be based on the same terms and conditions as set forth herein. City may request renewal of the Agreement by sending ninety (90) days notice to SAMA prior to expiration of the Initial Term or any Renewal Term.

2.3 **Hold Over.** Any holding over by City after the expiration of the Initial Term and any Renewal Term, with the consent of SAMA, shall be construed to be a tenancy from month-to-month based on the terms and conditions herein.

3. CONSIDERATION - DEMOLITION OF KONO BUILDING AND STREET CLOSURE

3.1. **Demolition.** The Parties are entering into this Agreement in consideration of the mutual undertakings provided for herein, each of which is deemed to be material and significant consideration. The SAMA requires demolition of a structure on the Property referred to as the old KONO Building (the "Structure"), and hereby authorizes the City to carry out the demolition and obtain all approvals necessary for such demolition on behalf of the SAMA. In consideration for the Site Payments set out in Section 4, the City agrees to demolish the Structure, and raze, remove and clean up the demolished area in accordance with generally accepted demolition practices and procedures. The City may accomplish the demolition utilizing City employees or

subcontracting the work out to a third party. The City shall provide all necessary labor, materials and equipment to demolish the Structure, clean up the affected area where the Structure was located prior to the demolition and remove all debris from the demolition area in accordance with generally accepted demolition practices. The City may dispose of the Structure and debris in any manner, in its sole discretion, provided in accordance with all applicable statutes, ordinances and regulations of the State of Texas and City of San Antonio. The SAMA shall ensure that all meters, utilities, lines, cables and other such infrastructure shall be disconnected, abandoned and/or removed prior to commencement of any demolition and/or site clearance.

The SAMA covenants for itself, its administrators, successors, and assigns that it hereby releases, acquits, and forever, discharges any and all claims, actions, and causes of action against City, its officers, agents, and employees for any injuries, damages, losses, costs, or expenses arising out of or resulting from City's demolition of the Structure, or the use or occupation of the Premises.

SAMA 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 City's demolition activities under this Agreement, including any acts or omissions of SAMA, any agent, officer, director, representative, employee, consultant or subcontractor of SAMA, 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 the instances where such negligence causes personal injury, death, or property damage. IN THE EVENT THE SAMA THE 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.

3.2. **Street Closure.** City staff shall process and support the petition for street closure submitted by SAMA on June 22, 2016, which requests closure of a portion of Arden Grove Street adjacent to 220 Arden Grove and 317 Arden Grove (the "Street Closure"), as shown in Exhibit D. In addition, an ordinance requesting approval of the Street Closure shall be submitted for City Council's consideration on August 18, 2016 or the next available council date should City Council not convene or consider the item on that date. The City agrees to pay for all metes and bounds surveys that are required as part of the street closure process, and further agrees not to proceed beyond demolition of the KONO building under this Agreement until the Street Closure is approved by City Council, or an alternate solution acceptable to both parties is agreed

to in writing.

4. SITE PAYMENTS

4.1 **Site Payment.** The City shall pay SAMA, as rent, One Hundred Dollars (\$100) for the first year of the Initial Term of this Agreement, and annually for the remaining years of the Initial Term and any Renewal Terms.

4.2 **Timing of Annual Rent Payment.** The annual Rent for the first year will be due one month after the Effective Date and will be the prorated amount for the days remaining in the current calendar year following the Effective Date. Thereafter, the annual Rent for the next calendar year shall be due in full on December 1st of each year and will be subject to the annual appropriation of funds by the San Antonio City Council; provided that if the San Antonio City Council fails to appropriate the full amounts due hereunder, SAMA may pursue the remedy in section 11.1.1 herein. Annual Rent payments will be paid consistent with the schedule included in **Exhibit E**.

4.3 **Payment of Site Payment.** City shall pay SAMA the Site Payment based on the schedule set out in **Exhibit D** and sent to:

San Antonio Museum of Art
200 W. Jones Avenue
Attn: Finance – Arden Grove Lease
San Antonio, TX 78215

5. INTERFERENCE, TESTING AND RESERVATION

5.1 **Interference with Use of Property Prohibited.** City shall not use the Premises in any way which interferes with the use of any portion of the Property by SAMA or by other licensees of SAMA with rights in any portion of the Property prior to execution of this Agreement. Similarly, SAMA shall not use, nor shall SAMA permit its licensees, grantees, employees, invitees or agents to use, any portion of the Property in any way which materially interferes with the operations of the City's public safety radio system. Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease following the process described in Section 5.2, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

5.2 **Radio Frequency Emission and Interference Studies.** Both SAMA and City shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether City's use of the Base Station will interfere with SAMA's or other licensees' current use of the Property. In the event that such a study indicates that City's use interferes with SAMA's or its licensees' current use of the Property, City and SAMA (or other affected licensee) shall work together to eliminate

the interference. After good faith attempts to eliminate the interference have been exhausted without success, City and SAMA shall agree on a transition period to relocate City's Base Station at the City's expense. This Agreement shall terminate upon removal of City's Base Station. SAMA shall permit City to place a temporary Base Station (Cell on Wheels or similar installation) on SAMA's Property during relocation to another location.

5.3 Reservation of Rights. SAMA does not grant, and reserves for itself, its licensees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Property; (ii) ground water rights associated with the Property; (iii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Property; and (iv) the right to grant to others the rights hereby reserved.

6. INSTALLATION OF CITY'S PERSONAL PROPERTY

6.1 City Improvements. Exhibit A shall contain a survey and legal description of the Property, including the KONO Building. City shall have the right, at its expense, to install, operate, maintain, and upgrade on the Premises personal property consisting of the Base Station and Backup Generator to support its public safety radio system, as set forth in Exhibit B. Exhibit C shall include engineering design documents specifying the description of the Arden Grove Street Closure.

6.2 Approval of Plans. Prior to commencing installation of Base Station, or any subsequent modification, modification, replacement and upgrade, City shall submit its construction plans for SAMA approval, which shall not to be unreasonably withheld. No installation or network upgrade shall be commenced until plans for such work have been approved by the SAMA and all necessary permits have been properly issued.

7. CONSTRUCTION

7.1 No Construction Liens. City shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises or Property as a result of acts or omissions of City or City's employees, agents or contractors, City shall discharge the lien or bond the lien off in a manner reasonably satisfactory to SAMA within sixty (60) days after City receives written notice that the lien has been filed.

7.2 No Interference with Construction. SAMA acknowledges that except for City's non-compliance with this Agreement it shall not interfere with City's construction within the Premises including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Base Station and Backup Generator.

8. UTILITY FACILITIES

8.1 Installation of Utility Facilities. City shall have the right to install utility lines

serving the Premises, at City's expense, and to improve the present utilities on the Property if necessary to properly serve the Base Station, all at City's expense. City shall use all reasonable efforts to minimize the easement requirements for utilities and fiber entering SAMA property on Arden Grove Street and terminating into the Premises. SAMA agrees to use reasonable efforts in assisting City to acquire necessary utility service. City shall install separate meters for utilities on the Premises used by City. City shall pay when due all utility charges it incurs during the Term of the Agreement.

9. MAINTENANCE

9.1 Maintenance of Base Station and Backup Generator. City shall, at City's expense, keep and maintain the Base Station and Backup Generator now or hereafter located on the Premises in commercially reasonable condition and repair during the Term of this Agreement, normal wear and tear and casualty excepted. City shall have the right to conduct testing and maintenance activities, and repair and replace the Base Station and Backup Generator at any time during the Term of this Agreement.

9.2 Signage. City may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by law or rule.

9.3 Facilities Management. City shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property on the Premises in good working order, condition and repair. City shall keep the Property free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

9.4 Network Upgrades. City shall give SAMA thirty (30) days advanced written notice of any planned network upgrade of the Base Station. The engineering design drawings for the network upgrade shall replace and supersede the then current engineering design plans incorporated into **Exhibit C**. Following notice, the Parties will agree on the date for implementing the network upgrade.

10. ACCESS TO PREMISES

10.1 Access to Premises. As partial consideration for Site Payments paid under this Agreement, SAMA hereby grants City non-exclusive access to the Premises for ingress, egress, and utilities installation and maintenance, which include, but are not limited to, the installation of power and telecommunications service cables, and to access and service the Base Station and Backup Generator at all times during the Initial Term of this Agreement and any Renewal Terms. City shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Agreement and any Renewal Term, consistent with the regulations applicable to the Property. City shall use the Premises with the same degree of care as it accords its *own* property, and shall in no way interfere with the operations of the Property. SAMA and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Base Station, Backup Generator and related equipment and structures;

however, SAMA, its employees or agents shall not impede or deny Access to City, its employees, or agents. SAMA shall have the right to enter and inspect the Premises.

10.2 Photo Badges Required. While on the Premises, City's employees and contractors must wear a suitable photo ID badge, to be provided by the City, which includes a nominal 1 1/2" square personal photo, unique logo and labeling that identifies the City and the employee or contractor by name and a telephone number where confirmation of employment may be readily confirmed.

11. TERMINATION

11.1 Termination. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability as follows:

- 11.1.1 upon ninety (90) days written notice by SAMA to City if City fails to cure a default for payment of amounts due under this Agreement within that ninety (90) day period; and
- 11.1.2 upon ninety (90) days written notice by City if destruction or damage to the Base Station or Emergency Generator substantially and adversely affects their effective use.
- 11.1.3 upon one hundred eighty (180) days written notice by City to SAMA if City decides to remove all Base Station and Backup Generator equipment for any reason prior to the end of the Initial Term or any Renewal Term.

11.2. Early Termination. Site Payment will be returned to City on a pro rata basis, calculated over the Term and any Renewal Term, if the Agreement is terminated before the end of the Term or any Renewal Term for any reason other than the City's default for payment of amounts due under this Agreement.

12. RELOCATION AND REMOVAL OF BASE STATION

12.1 Relocation of Facilities. In the event the Property is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use which is inconsistent with retaining the Base Station and Backup Generator on SAMA Property, the City will be required to remove the Base Station at City's expense for the purpose of relocation or disposal. SAMA will provide City at least one hundred eighty (180) days' notice of the need for removal and relocation, and City shall fully cooperate in such removal and relocation. SAMA shall permit City to place a temporary Base Station (Cell on Wheels or similar installation) on SAMA's Property until such relocation is complete. The Parties will work together in an attempt to achieve a transition to the new location without service interruption.

13. DEFAULT AND RIGHT TO CURE

13.1 Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Agreement on written notice pursuant to Section 11.1 hereof, if the other Party: (i) fails to perform

any material covenant for a period of ninety (90) days after receipt of written notice thereof to cure; or (ii) commits a material breach of this Agreement and fails to diligently pursue such cure to its completion after ninety (90) days' written notice to the defaulting Party.

13.2 City Default. City shall be in default if it: (i) fails to make Site Payment and does not cure such default within ninety (90) days after receipt of written notice from SAMA of such failure; (ii) abandons or vacates the Premises; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if City becomes insolvent.

14. TAXES

14.1 Right to Contest Taxes. SAMA shall pay any personal property, real estate, state franchise, or any other taxes assessed on the Property and operation of the Property. SAMA hereby grants to City the right (with written notice to SAMA complying with Section 21 herein) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of SAMA and/or City, any personal property tax that may affect City. If SAMA receives notice of any personal property tax that is directly attributable to City's Base Station and Backup Generator installations, SAMA shall provide timely notice of the assessment to City sufficient to allow City to consent to or challenge such assessment; such notice must comply with Section 21 herein.

15. INSURANCE

15.1 Proof of Insurance. The City maintains a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their applicable statutory obligations to its employees.

It is the City's stated policy not to acquire commercial general liability insurance for torts committed by employees who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. Liability of the City under this chapter is limited to monetary damages in the stated amounts for bodily injury or death of any individual, or for the loss or destruction of, or damage to, any property. Employees of City are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

15.2 Certificates of Insurance. SAMA requires all third-party vendors, hired by the City to conduct work on the Premises, to maintain and provide proof of insurance, as described in Exhibit F. The City shall require that SAMA and the City be listed as additional insureds on the certificate of insurance provided by third-party vendors to the Parties. The City shall provide copies of the certificates of insurance to SAMA prior to allowing the third-party vendors to enter upon the Premises.

16. ASSIGNMENT

16.1 SAMA's Assignment Rights. SAMA may assign or transfer this Agreement,

and, upon written notice to City of such assignment, shall be relieved of all liabilities and obligations hereunder provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of SAMA in said Agreement, including the obligation to respect City's rights to non-disturbance and quiet enjoyment of the Premises during the remainder of the Term hereof.

1.6.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.

17. WAIVER OF LIENS

17.1 Waiver of Liens. Neither Party shall have the right to create or impose any extrajudicial liens or any other encumbrance on the Premises, Property, Base Station, Backup Generator, and any other property owned by the other Party. Specifically, SAMA hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Base Station and Backup Generator or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and SAMA gives City the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in City's sole discretion and without SAMA's consent.

18. QUIET ENJOYMENT AND AUTHORITY TO ENTER AGREEMENT

18.1 Quiet Enjoyment and Authority to Agreement. SAMA covenants and warrants to City that (i) SAMA has full right, power and authority to execute this Agreement; (ii) it has title to the Property free and clear of any liens or mortgages, except those disclosed to City, of record, or which will not interfere with City's rights to or use of the Premises; and (iii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on SAMA. SAMA covenants that at all times during the Term of this Agreement, City's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as City is not in default beyond any applicable grace or cure period.

19. DISPUTE RESOLUTION

19.1 Dispute Resolution. Except as otherwise provided in this Agreement, any controversy between the Parties arising out of this Agreement or breach thereof, is subject to the mediation process described below.

19.2 Dispute Resolution Process. A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Representatives with decision making authority for both Parties will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the Parties have not succeeded in resolving the dispute, they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. SAMA and City will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

19.3 **Cost of Mediation.** The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, shall be born equally by the Parties. Each Party's costs and expenses will be borne by the Party incurring them.

20. FORCE MAJEURE

20.1 **Force Majeure.** If a Party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that City invokes this provision because damage to the Base Station, Backup Generator or Property has hindered, delayed, or prevented City from using the Premises, City may immediately erect any temporary Electronic Equipment on the Property and such temporary equipment at such location as SAMA and City may agree as is necessary to resume service, provided that such temporary facilities do not unreasonably interfere with SAMA's use of the Property or ability to repair or restore the Premises or Property. If, in SAMA's sole and absolute discretion, it elects to repair or restore the Premises and Property, upon completion of such repair or restoration, City is obligated to repair or restore the Base Station in accordance with the terms of this Agreement.

21. NOTICE

21.1 **Notices Regarding Agreement.** Any communication regarding this Agreement shall be in writing and deemed delivered when delivered personally (with receipt acknowledged), or three days after deposit in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service for expedited delivery to be confirmed in writing by such courier, at the addresses listed or to such other address as either party may designate in writing.

If intended for City, to:

City of San Antonio
Information Technology Services
Department P.O. Box 839966
San Antonio, TX 78283-3966

If intended for SAMA, to:

San Antonio Museum of Art
Attn: Finance – Arden Grove Lease
200 W. Jones Avenue
San Antonio, Texas 78215

21.2 **Operational and Emergency Contacts.** Notice for all operational and emergency contacts shall initially be as follows. SAMA and City shall each notify the other as the following change from time to time:

If to City, for general operational matters: City Emergency Services contact:

If to SAMA, for general operational matters:

1. Pam Hannah 210-978-8100 (office)
210-426-5713 (mobile)
2. Scott Sanders 210-978-8127

SAMA Emergency Services contact:

1. SAMA 24 hr. Desk 210-894-6391
2. Pam Hannah 210-426-5713

22. GENERAL PROVISIONS

22.1 Compliance. The Parties will comply with all current local, state and federal laws, regulations, ordinances, and orders.

22.2 No Brokers. Each Party represents that no broker was involved in this transaction or is entitled to a commission.

22.3 Legal Authority. The signatories to this Agreement guarantee they have full legal authority to execute this Agreement and to bind Party to all of the terms, conditions and obligations in this Agreement, which shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

22.4 No Fixtures. City's Base Station and Backup Generator will remain the sole property of City whether or not attached to the Property provided that any structural modifications to the Property, including mounting platforms or supports, but excluding Base Station and Backup Generator, will become property of the SAMA, at SAMA's option, upon termination or final expiration of this Agreement, and City shall leave such on the Property upon vacating. City agrees that ownership of all structural modifications made to the Property by, on behalf of, or for City shall transfer to SAMA, and City will transfer title of such facilities to SAMA.

22.5 Severability. If any provision of this Agreement is held unconstitutional, void or invalid, the remainder of this Agreement will remain in effect and the provision so held shall be reformed to reflect the parties' intent as closely as legally possible.

22.6 Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

22.7 Venue. Any legal action or proceeding brought or maintained, directly or indirectly, resulting from this Agreement shall be determined in the City of San Antonio, Bexar County, Texas.

23.8 No Warranties. SAMA makes no warranty, expressed or implied, and hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Property. City accepts the Property "As Is."

22.9 **Non-Waiver.** Failure of SAMA to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but SAMA shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

22.10 **Recitals and Exhibits Incorporated.** All Recitals and Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

22.11 **Entire Agreement.** This Agreement with attached **Exhibits A to D** constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements. This Agreement may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing, executed by both Parties, and approved by the San Antonio City Council.

22.12 **Execution of Agreement in Counterpart Copies.** This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

23. SIGNATURES

IN WITNESS THERETO, the Parties affirm their signatures to this Agreement following City Council approval of said Agreement.

CITY:

City of San Antonio

By: _____

Printed Name: Hugh Miller

Title: Chief Information/Technology Officer

Date: _____

SAMA:

San Antonio Museum of Art

By: _____

Printed Name: Katherine C. Luber, Ph.D.

Title: The Kelso Director

Date: _____

Approved as to Form:

Martha G. Sepeda, Acting City Attorney

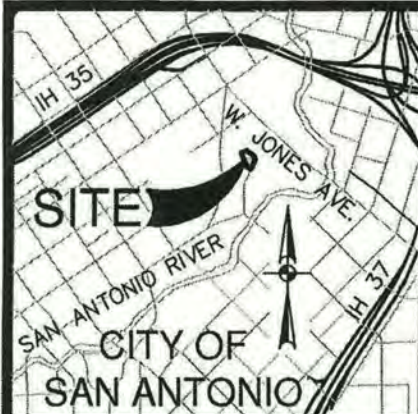
EXHIBIT A

Property Description, including Description of KONO Building

Legal Description of Parcel Owned by SAMA on which Base Station and Backup Generator will be Installed

EXHIBIT B

Metes & Bounds Description of Leased Property ("Premises")



LOCATION MAP

NOT-TO-SCALE

LEGEND:

OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

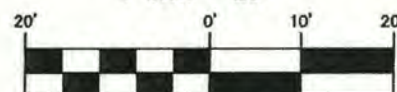
SET 1/2" I.R.(PD)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



1 inch = 20'



0.059 OF AN ACRE

(2,577 SQUARE FEET MORE OR LESS)



LOT 26, BLOCK 26
NCB 783
THE KSAT STUDIO SUBDIVISION FBZD
(VOL 9854, PG 189 DPR)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N65°02'25"W	21.80'
L2	N23°08'47"W	54.75'
L3	N04°36'50"W	6.00'
L4	N65°29'42"E	23.00'
L5	S54°34'23"E	36.33'
L6	S23°08'47"E	20.00'
L7	S25°01'48"W	39.30'

ARDEN GROVE

(VARIABLE WIDTH R.O.W.)



G.E. Buchanan
07/29/2016

EXHIBIT
FOR
LEASE AREA

A 0.059 OF AN ACRE, OR 2,577 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING OUT OF LOT 23, OF THE RADIO-T.V. CENTER SUBDIVISION RECORDED IN VOLUME 3850, PAGE 238 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK 783 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBP# FIRM REGISTRATION #470 | TBP# FIRM REGISTRATION #10028800

JULY 29, 2016

JOB No.:

9231-16



METES AND BOUNDS DESCRIPTION
FOR
LEASE AREA

A 0.059 of an acre, or 2,577 square feet more or less, tract of land being out of Lot 23, of the Radio-T.V. Center Subdivision recorded in Volume 3850, Page 238 of the Deed and Plat Records of Bexar County, Texas, in New City Block 783 of the City of San Antonio, Bexar County, Texas and more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

BEGINNING: At a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", on the west right-of-way line of Arden Grove, a variable width right-of-way, the most southerly line of said Lot 23, an east corner of Lot 26, Block 26 of the KSAT Studio Subdivision FBZD recorded in Volume 9654, Page 189 of the Deed and Plat Records of Bexar County, Texas;

THENCE: N $65^{\circ}02'25''$ W, along and with the south line of said Lot 23 and the east line of said Lot 26, a distance of 21.80 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

THENCE: N $23^{\circ}08'47''$ W, along and with the west line of said Lot 23 and the east line of said Lot 26, a distance of 54.75 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

THENCE: N $04^{\circ}36'50''$ W, along and with the west line of said Lot 23 and the east line of said Lot 26, a distance of 6.00 feet to a point;

THENCE: N $65^{\circ}29'42''$ E, departing the west line of said Lot 23 and the east line of said Lot 26, over and across said Lot 23, a distance of 23.00 feet to a point;

THENCE: S $54^{\circ}34'23''$ E, over and across said Lot 23, a distance of 36.33 feet to a point;

THENCE: S $23^{\circ}08'47''$ E, over and across said Lot 23, a distance of 20.00 feet to a point, the west right-of-way line of said Arden Grove and the east line of said Lot 23;

THENCE: S $25^{\circ}01'48''$ W, along and with the west right-of-way line of said Arden Grove and the east line of said Lot 23, a distance of 39.30 feet to the POINT OF BEGINNING and containing 0.059 of an acre in the City of San Antonio, Bexar County, Texas. Said easement tract being described in accordance with an Exhibit prepared under Job Number 9212-16 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 29, 2016
JOB No.: 9231-16
DOC.ID.: N:\Survey\16\16-9200\9231-16\Word\9231-16FN_0.059 AC.docx

San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com



EXHIBIT C
Engineering Drawing of Premises

FOUNDATION

DWC will provide a rebar-reinforced 16' x 36' concrete building foundation as engineered by the DWC Contractor to install the equipment shelter on the KONO lot, adjacent to the KSAT tower facility. See Figure 1 and Figure 2 below for preliminary equipment placement. The foundation will also include a 5' x 5' entryway stoop and steps as needed. The stoop will be bordered with galvanized steel safety rails, with a removable section for equipment service and delivery. The exact foundation design details will be presented after engineering has been completed.

- DWC will provide stamped engineered drawings for the foundation. The foundation will be designed after completion of DWC-contracted Geo-Testing results being obtained.
- The foundation will be built and readied in advance of moving the shelter, to minimize down time.
- The foundation will be raised an estimated 2' above the grade level at KONO, to minimize chances for moisture and water ingress
- The foundation will extend approximately 2' below the grade level also, with final determinations made dependent on the geo-tech testing results and engineering.

DWC will provide a separate rebar-reinforced 6' x 8' concrete foundation suitable for generator placement within 30 feet of the building location.

The foundation details will be presented after engineering has been performed.

- The foundation will be built and readied in advance of moving the generator, to minimize down time.
- The foundation will be raised approximately 2' above the grade level at KONO, to minimize chances for moisture and water ingress
- The foundation will extend approximately 2' below the grade level also, with final determinations made dependent on the geo-tech testing results and engineering.

DWC is contracting with a paving service to pave the entire lot depicted in Figure 1, following foundation and grounding installation, but prior to fencing. The paving will include a parking pad for service vehicles inside the fence area, as is currently drawn in figure 1.

DWC will provide a curb-cut along Arden Grove St., and a drive-able concrete apron into the property, just inside the gate shown on Figure 1.

All property inside the fence will have a road base, surfaced with approximately 2" of asphalt, which will accommodate a parking pad inside the gate.

WAVEGUIDE BRIDGE

DWC or their contractor will design, provide, and install an above-ground waveguide bridge from the cable exit point on the KSAT tower, to the equipment shelter building on the old KONO property. One galvanized steel waveguide bridge, 2' wide and suspended approximately 10' – 12' in the air on 4" diameter galvanized steel poles will exit the SE corner of the building, gently route around the building and route back to the nearest leg on the KSAT tower. The

antenna cables will suspend below the bridge for protection from falling objects on stainless-steel mounting hardware.

Utilities

The current design calls for pulling power off the utility pole directly across Arden Grove from the front NE corner of the existing two-story portion of the existing KONO building. Please see the designation on the Figure 1 drawing below. DWC plans to provision a 4" conduit and cabling to the utility pole as a "stub out" for electrical connection.

DWC will provide a "stub-out" conduit from the CPS Fiber demarcation point to the shelter entry point to deliver the fiber. DWC currently plans to provide the "stub-out" conduit to the same utility pole described above for the power feed.

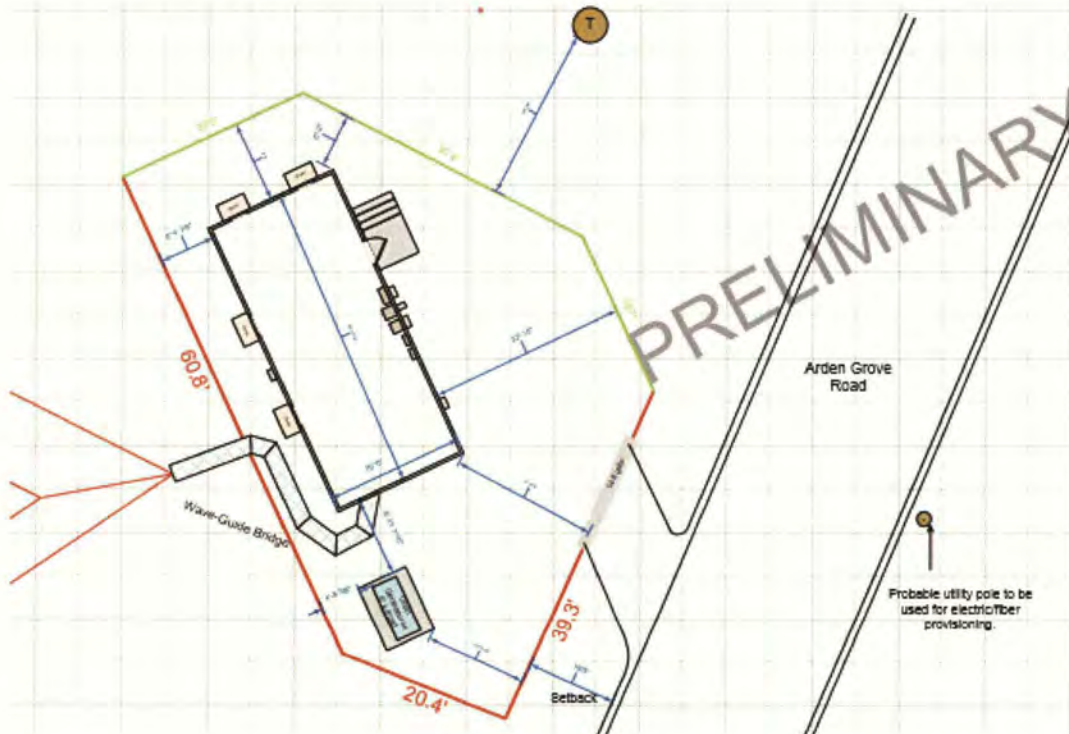


Figure 1

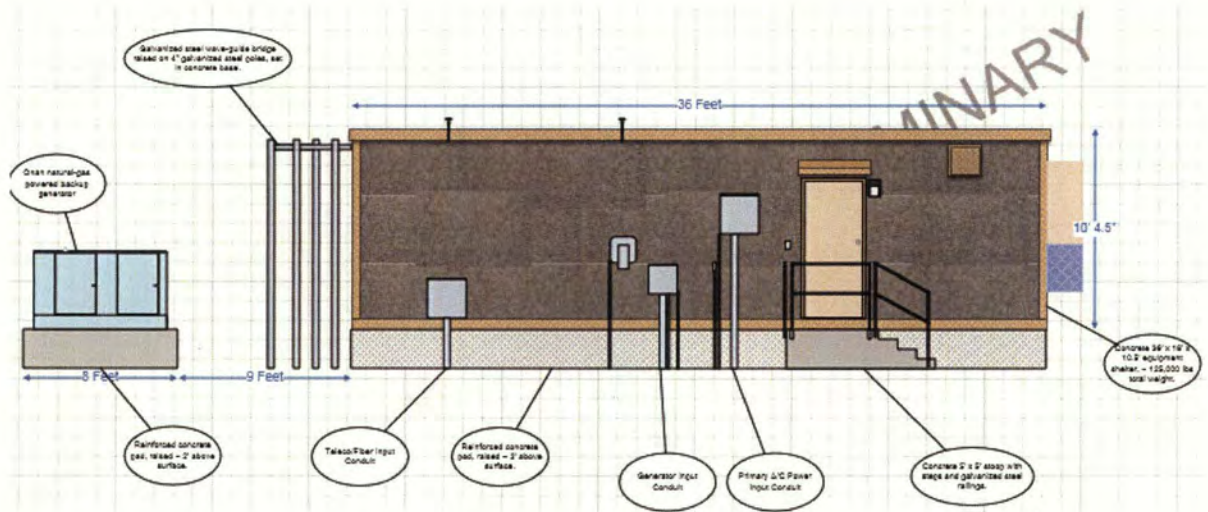


Figure 2

EXHIBIT D

Request by SAMA for Arden Grove Property to be Closed



LOCATION MAP

NOT-TO-SCALE

LEGEND:

DR DEED RECORDS OF BEXAR COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 FIR FOUND 1/2" IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



1 inch = 40'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S26°40'12"W	86.45'
L2	N63°19'48"W	54.18'
L3	N25°01'48"E	86.36'
L4	S60°53'40"E	26.21'
L5	N18°24'49"W	4.76'
L6	S59°43'40"E	33.90'

LOT 26
 THE KSAT STUDIO SUBDIVISION FBZD
 (VOL 9654, PG 189 DPR)



Handwritten signature and date: 07/08/2016

ARDEN GROVE
 (VARIABLE WIDTH R.O.W.)

NCB 783

LOT 14/A11
 ENGINEERS MAP NO. 19

LOT 15/A10
 ENGINEERS MAP NO. 19

2.8252 ACRES
 SAN ANTONIO MUSEUM OF ART
 (VOL 9925, PG 2284 OPR)

GUY WIRE EASEMENT
 (VOL. 5793, PG. 684 DR)

PERMANENT SUBTERRANEAN FLOOD
 CONTROL TUNNEL EASEMENT
 ORDINANCE 1538321 (VOL 4241, PG 1761 OPR)

POB
 FD. 1/2" I.R.

FD. 1/4" I.R.

FD. 1/2" I.R.

STREET CLOSURE
0.110 OF AN ACRE
 (4,807 SQUARE FEET MORE OR LESS)

EXHIBIT OF
 STREET CLOSURE

A 0.110 OF AN ACRE, OR 4,807 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING OUT OF ARDEN GROVE, A VARIABLE WIDTH RIGHT-OF-WAY, OUT OF NEW CITY BLOCK 738 IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

2000 NW LOOP 410 | SAN ANTONIO, TEXAS 78213 | PHONE: 210.375.9000
 FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10028800

JULY 08, 2016

JOB No.:

SHEET 1 OF 1

5584-25



METES & BOUNDS
FOR
STREET CLOSURE

A 0.110 of an acre, or 4,807 square feet more or less, tract of land being out of Arden Grove, a variable width right-of-way, out of New City Block 738 in the City of San Antonio, Bexar County, Texas. Said 0.110 of an acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

BEGINNING: At a found $\frac{1}{2}$ " iron rod for the northeast corner of said Arden Grove and a re-entrant corner of a 2.8252 acre tract conveyed to the San Antonio Museum of Art recorded in Volume 9925, Page 2284 of the Official Records of Bexar County, Texas;

THENCE: S $26^{\circ}40'12''$ W, along and with the northeast right-of-way line of said Arden Grove and a southwest line of said 2.8252 acre tract, a distance of 86.45 feet to a point;

THENCE: N $63^{\circ}19'48''$ W, departing a southwest line of said 2.8252 acre tract, over and across said Arden Grove, a distance of 54.18 feet to a point in the west right-of-way line of said Arden Grove and a southeast line of said 2.8252 acre tract;

THENCE N $25^{\circ}01'48''$ E, along the west right-of-way line of said Arden Grove, a southeast line of said 2.8252 acre tract, a distance of 86.36 feet to a found $\frac{1}{4}$ " iron rod being on a southeast line of said 2.8252 acre tract and the northwest corner of said Arden Grove;

THENCE: Departing a southeast line of said 2.8252 acre tract and the northwest corner of said Arden Grove, along and with the north right-of-way lines of said Arden Grove the following bearings and distances:

S $60^{\circ}53'40''$ E a distance of 26.21 feet to a found $\frac{1}{2}$ " iron rod;

N $18^{\circ}24'49''$ W, a distance of 4.76 feet to a point;

S $59^{\circ}43'40''$ E, a distance of 33.90 feet to the POINT OF BEGINNING and containing 0.110 of an acre in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 5584-25 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 08, 2016
JOB NO. 5584-25
DOC. ID. N:\CIVIL\5584-25\EX_5584-25 FN-0.110 AC.docx

PAGE 1 OF 1

TBPE Firm Registration #470 | TBPLS Firm Registration #10028800

San Antonio | Austin | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

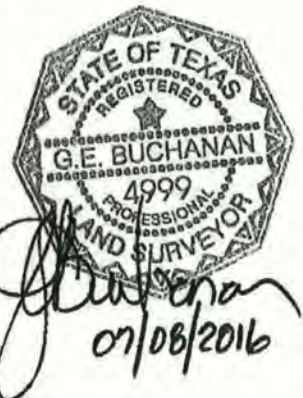


EXHIBIT E

Site Payment Schedule

The Site Payment will be due one month after the Effective Date of the Agreement.

EXHIBIT E

Site Payments Schedule

Year	Amount Paid	0% Annual Increase
1	\$100.00	\$100.00
2	\$100.00	\$100.00
3	\$100.00	\$100.00
4	\$100.00	\$100.00
5	\$100.00	\$100.00
6	\$100.00	\$100.00
7	\$100.00	\$100.00
8	\$100.00	\$100.00
9	\$100.00	\$100.00
10	\$100.00	\$100.00
11	\$100.00	\$100.00
12	\$100.00	\$100.00
13	\$100.00	\$100.00
14	\$100.00	\$100.00
15	\$100.00	\$100.00
16	\$100.00	\$100.00
17	\$100.00	\$100.00
18	\$100.00	\$100.00
19	\$100.00	\$100.00
20	\$100.00	\$100.00

EXHIBIT F

Proof of Insurance

Exhibit F
Proof of Insurance

The San Antonio Museum of Art requires all third-party vendors hired by the City of San Antonio to conduct work on the "Premises" to maintain and provide proof of the following insurance coverage

- General Liability
 - General Aggregate \$2,000,000
 - Products/Completed Operations Aggregate \$2,000,000
 - Occurrence Limit \$1,000,000
 - San Antonio Museum of Art named as an additional insured for ongoing operations and completed operations
 - Policy includes a Waiver of Subrogation for San Antonio Museum of Art
- Commercial Automobile
 - Bodily Injury and Property Damage (CSL) \$1,000,000 for owned, non-owned and hired
 - San Antonio Museum of Art named as an additional insured
 - Policy includes a Waiver of Subrogation for San Antonio Museum of Art
- Workers' Compensation / Employers Liability
 - Workers' Compensation: Statutory
 - Employers Liability – Bodily Injury by Disease – Each Employee \$1,000,000
 - Employers Liability – Bodily Injury by Disease – Policy Limit \$1,000,000
 - Employers Liability – Bodily Injury by Accident – Each Accident \$1,000,000
 - Policy includes a Waiver of Subrogation for San Antonio Museum of Art
- Pollution Liability
 - Limit \$1,000,000
 - San Antonio Museum of Art named as an additional insured
 - Policy includes a Waiver of Subrogation for San Antonio Museum of Art
- Certificate of Insurance
 - Insurance Carriers with AM Best Rating of A-, VII or better
 - Certificate Holder: San Antonio Museum of Art, 200 West Jones Avenue, San Antonio, TX 78215