

Renewal and Amendment of Lease Agreement

(Family Service Association of San Antonio, Inc. – Claude Black Community Center)

This Amendment of Lease Agreement is between Tenant and the City of San Antonio (“Landlord”), pursuant to the Ordinance authorizing amendment.

Whereas, Tenant and Landlord entered into a Lease Agreement in April of 2015 and subsequently renewed and amended the Agreement to expire on March 31, 2020, with a right to renew for an additional five years pursuant to the terms in the Lease Agreement; and

Whereas, Tenant desires to exercise its right to renew; and

Now Therefore, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

1. Basic Information, Definitions.

Authorizing Ordinance: _____

Original Authorizing Ordinance: 0194 dated on or about March 12, 2015

Landlord’s Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Center City Development & Operations Department)

Tenant: Family Service Association of San Antonio, Inc.

Tenant’s Address: 702 San Pedro Ave., San Antonio, Texas 78213

Premises: Approximately 551 square feet of space located within the building known as Claude Black Community Center at 2806 E. Commerce, San Antonio, Texas 78203, and as shown in the attached **Exhibit A**, which is incorporated by reference for all purposes as if fully set forth.

Permitted Use: Counseling and mentoring services and parenting classes.

Commencement Date: April 1, 2020

Expiration Date: March 31, 2025

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment or renewal to it have the meanings previously ascribed to them.

3. Premises

Landlord revises the size of the leased premises from 630 square feet to a reduced 551 square feet as shown in Exhibit A attached.

4. Renewal and Extension.

The Term of this Lease shall be extended. The renewal term shall commence on April 1, 2020 for a five-year term to expire on March 1, 2025, either party may terminate with 90 days written notice.

5. Rent.

Rent shall be \$10.00 annually with \$50.00 due on the renewal term Commencement Date of April 1, 2020.

6. Insurance.

A) Prior to the commencement this Agreement, Tenant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Center City Development & Downtown Operations Department, which shall be clearly labeled "Family Service Association – Claude Black Community Center" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. 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 Risk Management Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

C) A tenant's financial integrity is of interest to the City; therefore, subject to tenant's right to maintain reasonable deductibles in such amounts as are approved by the City, tenant

shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at tenant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below.

<u>TYPE</u>	<u>AMOUNTS</u>
1. 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: 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
4. *Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. *Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. *Builder's Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
7. Property Insurance for physical damage to the property of the Tenant, including improvements and betterments existing as of the Lease Commencement Date, updated to reflect any improvements made by Tenant after the Lease Commencement Date	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor's property
*if applicable	

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

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

City of San Antonio
Attn: Center City Development & Downtown Operations Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, tenant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend tenant's Agreement 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 the City may have upon tenant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order tenant to stop work hereunder, and/or withhold any payment(s) which become due to tenant hereunder until tenant demonstrates compliance with the requirements hereof.

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

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

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

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7. Terms and Conditions.

All other terms, conditions, covenants and provisions of the Lease Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment of Lease Agreement.

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

Landlord:

City of San Antonio, a Texas municipal corporation

Signature

Name

Title

Date

Attest:

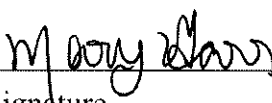
City Clerk

Approved as to Form:

City Attorney

Tenant:

Family Service Association of San Antonio, Inc.



Signature

Mary Garr

Name

Name

President/CEO

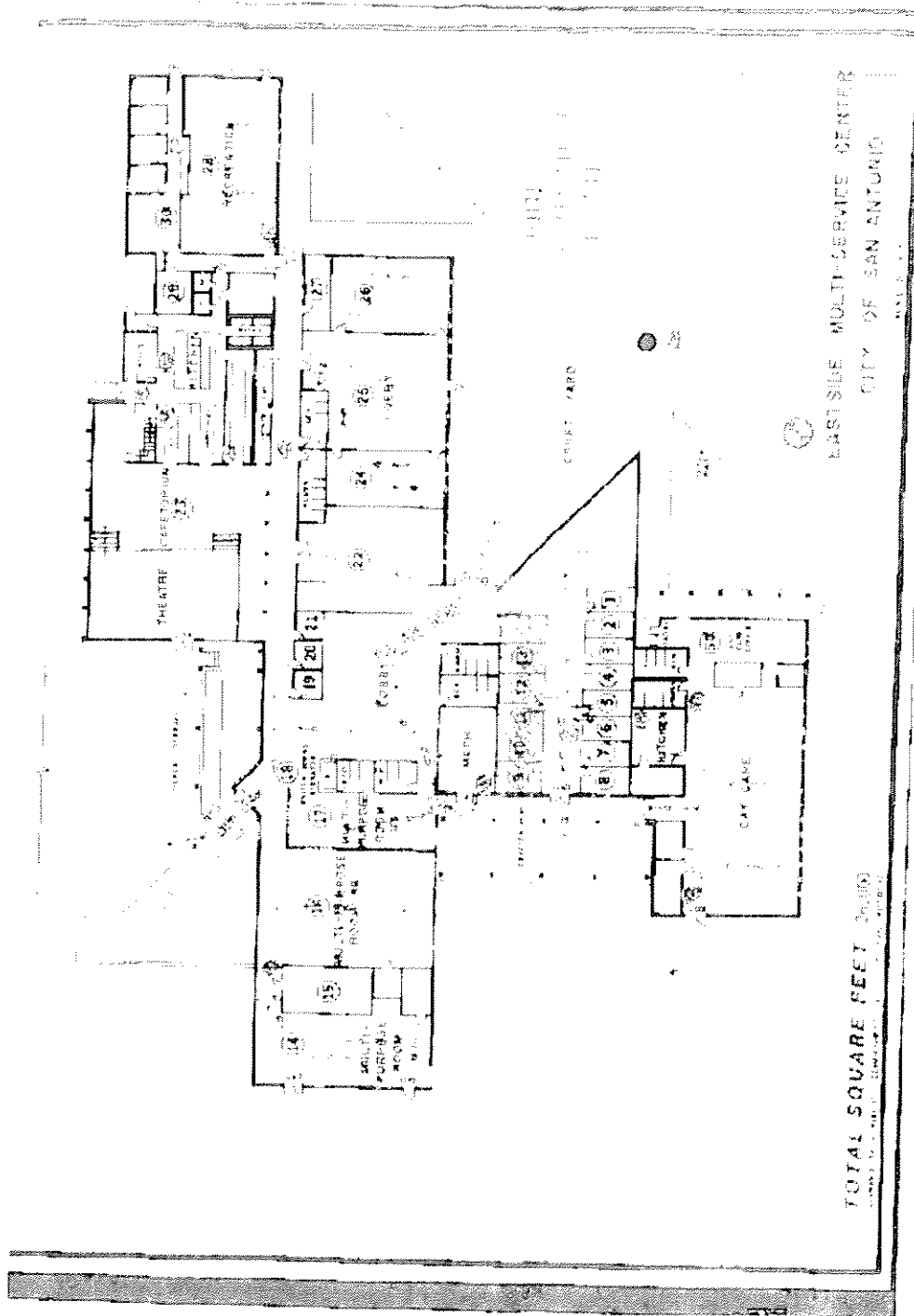
Title

Title

3/3/2020

Date

Exhibit A: Depiction of Lease Premises



* = Required fields



City of San Antonio Contracts Disclosure Form Update

Office of the
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

This is a ☐ New Submission or ☐ Correction or ☒ Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: Mary M.I. Last: Garr Suffix:

***2. Contract information.**

a) Contract or project name: Family Service Association of San Antonio, Inc.

b) Originating department:

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Family Service Association of San Antonio, Inc.
Financial Empowerment Services

***4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

- ☒ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.
- ☐ Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

***5. List any individuals or entities that will be subcontractors on this contract.**

- ☒ Not applicable. No subcontractors will be retained for this contract.
- ☐ Subcontractors may be retained, but have not been selected at the time of this submission.
- ☐ List of subcontractors, including the name of the owner(s), and business name:

***6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

- ☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
- ☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:



City of San Antonio Contracts Disclosure Form Update

**Office of the
City Clerk**

*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:



City of San Antonio Contracts Disclosure Form Update

Office of the
City Clerk

*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☒ No

☐ Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52 of the City Ethics Code \(Prohibited Interests in Contracts\)](#) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58 of the City Ethics Code \(Prohibited Interest in Discretionary Contracts\)](#) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

1. Updates Required

☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

2. No Contact with City Officials or Staff during Contract Evaluation

☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

* = Required fields



City of San Antonio Contracts Disclosure Form Update

Office of the
City Clerk

*3. Contribution Prohibitions for "High-Profile" Contracts

- ☒ This is not a high-profile contract.
☐ This is a high-profile contract.

*4. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- ☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*Oath

- ☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Mary Garr

Title: President/CEO

Company Name or DBA: Family Service Association of San Antonio, Inc.

Date: 03/03/2020

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966