

ORDINANCE

AUTHORIZING RENEWAL AND AMENDMENT OF A LEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AS LANDLORD AND FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC. AS TENANT FOR THE CONTINUED USE OF OFFICE SPACE LOCATED AT 2806 E. COMMERCE KNOWN AS THE CLAUDE BLACK COMMUNITY CENTER FOR A FIVE-YEAR TERM EXPIRING MARCH 31, 2025 FOR THE ANNUAL RENTAL RATE OF \$10.00 IN COUNCIL DISTRICT 2.

* * * * *

WHEREAS, since 2005, the Family Service Association (“FSA”) has been a tenant at the Claude Black Community Center providing a home-base and training location for its staff for various types of youth services and programs that operate in schools, including youth against gang activities, youth counseling and case management and parent engagement programs; and

WHEREAS, The City of San Antonio (“City”) advocates for and continues to fully support the capacity of community-based organizations to provide social and human development services to the San Antonio community; and

WHEREAS, FSA has requested that the size of the leased premises be reduced slightly from 630 square feet to 551 square feet in an effort to improve efficiencies; and

WHEREAS, renewal of the lease will serve the City’s support of the continued mission of the FSA by providing the space needed to support the programs it offers to the youth and parents of San Antonio; and **NOW THEREFORE**:

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

SECTION 1. The City Council authorizes the City Manager or designee to execute a renewal and amendment of the lease agreement substantially in the form as shown in **Attachment I** with Family Service Association of San Antonio, Inc. for use of 551 square feet at 2806 E. Commerce, the Claude Black Community Center for a term a five-year term expiring March 31, 2025, for the annual rental rate of \$10.00, with the mutual right to terminate with 90 days’ notice.

SECTION 2. NEED LANGUAGE.

SECTION 3. NEED LANGUAGE.

SECTION 4. 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.

VS
04/16/20
Item No. ____

SECTION 5: This Ordinance becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.

PASSED AND APPROVED this ____ day of April, 2020.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Tina Flores, Acting City Clerk

Andrew Segovia, City Attorney

Attachment I

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

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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

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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 2. Employers' Liability	Statutory \$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	

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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

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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:

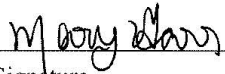
City Clerk

Approved as to Form:

City Attorney

Tenant:

Family Service Association of San
Antonio, Inc.



Signature

Mary Garr

Name

President/CEO

Title

3/3/2020

Date

Attachment I

Exhibit A: Depiction of Lease Premises

