

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED
ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL.**

ORDINANCE

**AUTHORIZING SECOND AMENDMENT AND EXTENSION OF A
GROUND LEASE AGREEMENT WITH PARENT CHILD,
INCORPORATED OF SAN ANTONIO AND BEXAR COUNTY FOR THE
CONTINUED RENTAL OF CITY-OWNED LAND FOR ITS
ADMINISTRATIVE OFFICES LOCATED AT 1227 BRADY BLVD FOR
AN ADDITIONAL FIVE-YEAR TERM IN COUNCIL DISTRICT 5.**

* * * * *

WHEREAS, Parent Child, Incorporated of San Antonio (“PCI”) has been a tenant at 1227 Brady Blvd. since August 2009; the land leased by PCI is used as a location for a tenant-owned 7,000 square foot modular building that houses the administrative staff function of the PCI organization and the property is further utilized as a vehicle hub for various program and maintenance vehicles; and

WHEREAS, PCI is a private, non-profit human services agency devoted to providing high quality comprehensive services to children and families; it's mission is to provide quality early childhood developmental services and education to empower children and families to become caring, competent, responsible citizens who value education and community; since 1979 PCI has been serving San Antonio, Atascosa, Bexar, Frio, Comal, Guadalupe, Kerr, Medina and Wilson Counties within the State of Texas, providing various programs including Early Head Start, Head Start, Child and Adult Care Food Nutrition Program as well as services to licensed or registered day care homes; and

WHEREAS, the City of San Antonio recognizes the need for the continued services provided by PCI and therefore supports this action to ensure no interruption of the services and programs. Co-location of the City of San Antonio Head Start and PCI administrative offices at the Brady Building location was approved by the Department of Health and Human Services, Administration for Children and Families, Office of Head Start, Region VI; and

WHEREAS, the City and PCI desire to renew this lease and such action will extend the term of the lease through August 31, 2025 for the annual rate of \$10.00; 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 Second Renewal of Ground Lease Agreement substantially in the same form as shown in **Attachment I** with Parent Child, Incorporated of San Antonio and Bexar County for a five-year term for a rental amount of \$10.00 annually.

VS
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SECTION 2. Funds generated by this Ordinance will be deposited in Fund 11001000, Internal Order 238000000006 and General Ledger 4401110.

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 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 August, 2020.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Tina Flores, Acting City Clerk

Andrew Segovia, City Attorney

VS
8/20/20
Item No. ____

ATTACHMENT I

DRAFT

Attachment I

AMENDMENT NO. 2
to
LEASE AGREEMENT
between
BROOKS DEVELOPMENT AUTHORITY
and
CITY OF SAN ANTONIO
FOR A PORTION OF BUILDING 125
located at
2509 KENNEDY CIRCLE
on
BROOKS CITY-BASE SAN ANTONIO TEXAS

This Amendment No. 2 ("Amendment No. 2") to Lease Agreement is dated effective January ___, 2020 ("Effective Date") and is by and between Brooks Development Authority and City of San Antonio.

R E C I T A L S

A. Brooks Development Authority ("BDA"), as Landlord and City of San Antonio ("CoSA"), as Tenant entered into a lease agreement dated January 6, 2011, for space in Building 125 at Brooks City Base (the "Lease").

B. The Lease was amended by instrument entitled Amendment No. 1 dated December 1, 2018 ("Amendment No. 1"), which expanded part of the leased premises located in the Basement to 9,223 sq. ft.

C. Tenant has requested a 3-year extension of the term of the Lease and Landlord has agreed on the terms set forth below.

D. In accordance with Section 25.05 of the Lease, the Parties may modify the Lease only by written agreement and as authorized by an ordinance adopted by City Council.

A G R E E M E N T

For and in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. The term of the Lease will be extended 3 years beginning October 1, 2021 and ending September 30, 2024 ("Termination Date").

2. Section 4.04 is DELETED in its ENTIRETY and is hereby REPLACED with the following NEW Section 4.04:

Attachment I

4.04 The Rent paid to Landlord pursuant to Section 1 of the Lease for the current and extended term will be paid through the budgets of various separate and distinct Divisions within the Metropolitan Health District. The breakdowns are as follows and are based upon size of the area occupied by each Division and the amount of investment made initially by Landlord to improve the space to be occupied:

Period	Division	Monthly Cost
October 1, 2019 through September 30, 2020	PHEP	\$ 7,902.38
	Other	\$ 9,366.65
	Lab Services Division	\$ 3,188.00
October 1, 2020 through September 30, 2021	PHEP	\$ 7,918.60
	Other	\$ 9,366.55
	Lab Services Division	\$ 3,188.00
October 1, 2021 through September 30, 2022	PHEP	\$ 8,156.16
	Other	\$ 9,647.55
	Lab Services Division	\$ 3,283.64
October 1, 2022 through September 30, 2023	PHEP	\$ 8,400.84
	Other	\$ 9,936.97
	Lab Services Division	\$ 3,382.15
October 1, 2023 through September 30, 2024	PHEP	\$ 8,652.87
	Other	\$10,235.08
	Lab Services Division	\$ 3,483.61

3. Tenant acknowledges that the University of the Incarnate Word ("UIW") has a purchase option on Building 125, which may be exercised at any time. In the event UIW exercises its purchase option, UIW will become the landlord and Tenant agrees to attorn to UIW as landlord and to release Brooks Development Authority from any further liability and responsibility under this Lease.

Remainder of page intentionally left blank

Signatures follow on next page

VS
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Item No. ____

Attachment I

This Amendment No. 2 is Effective Date first shown above. Except as modified herein, all of the rest and remainder of the Lease terms, as amended, remain unchanged and are in full force and effect.

LANDLORD

Brooks Development Authority

TENANT

City of San Antonio, a Texas municipal corporation

By: _____
Name: Leo Gomez
Title: President & CEO

By: _____
Name: _____
Title: _____

ATTEST

By: _____
Name: _____
Title: City Clerk

APPROVED AS TO FORM

By: _____
Name: _____