

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

ORDINANCE

AUTHORIZING AMENDMENT AND EXTENSION OF A LEASE AGREEMENT WITH BROOKS DEVELOPMENT AUTHORITY PROVIDING FOR AN ADDITIONAL THREE YEARS ENDING SEPTEMBER 30, 2024 FOR USE OF 23,489 SQUARE FEET OF OFFICE, WAREHOUSE, AND LAB SPACE LOCATED AT 2509 KENNEDY CIRCLE TO SUPPORT METRO HEALTH'S PUBLIC HEALTH EMERGENCY PREPAREDNESS, THE PUBLIC CENTER FOR ENVIRONMENTAL HEALTH DIVISIONS, AND RELATED LABORATORY SERVICES IN COUNCIL DISTRICT 3.

* * * * *

WHEREAS, the City of San Antonio ("City") has occupied the subject premises at 2509 Kennedy Circle on the Brooks City Base campus since September 2010 for use as office, warehouse and laboratory space by Metro Health's Metro Health's Public Health Emergency Preparedness ("PHEP"), the Public Center for Environmental Health Divisions ("PCEH"), and Laboratory Services; and

WHEREAS, the current term of the existing lease needs to be extended in order to ensure the continuation of functions responsible for all associated activities regarding public health all-hazards preparedness for the City of San Antonio, Bexar County, and all municipal jurisdictions within Bexar County; and

WHEREAS, the City and Brooks Development Authority desire to renew this lease for an additional three years; **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 lease amendment and extension substantially in the form as shown in **Attachment I** with Brooks Development Authority for use of leased space with the following changes:

Item	Presently	Proposed	Net Change
Premises Size	23,489 SF	23,489 SF	No change
Term	Ends 9/30/2021	Ends 9/30/2024	3 years longer
Present Annual Rent	\$245,317.60	\$245,317.60	No change
Termination Right	Any time upon 120 days' notice	Any time upon 120 days' notice	No change

VS
8/20/20
Item No. ____

SECTION 2. Funding for the extension of this lease amendment is contingent upon City Council approval of the Fiscal Year 2021 and subsequent budgets that fall within the duration of this ordinance.

SECTION 3. Payment is authorized to Brooks Development Authority (BDA) Inc and should be encumbered with a purchase order.

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.

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 August, 2020.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Tina Flores, Acting City Clerk

Andrew Segovia, City Attorney

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.

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Signatures follow on next page

VS
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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: _____