



ALAMO
COLLEGES
DISTRICT

FACILITY USE AGREEMENT (GOVERNMENTAL)

This Agreement is entered into by and between Alamo Community College District (“Alamo Colleges District”), a public junior college district and a political subdivision of the State of Texas, and the City of San Antonio on behalf of the San Antonio Metropolitan Health District “City.”

WITNESSETH

WHEREAS, Alamo Colleges District is a public junior college district comprised of district services offices (“DSO”) and five colleges, San Antonio College, St. Philip’s College, Palo Alto College, Northwest Vista College, and Northeast Lakeview College; and

WHEREAS, Alamo Colleges District owns and operates the Facility described at **Exhibit A** hereto, which is hereby incorporated for all purposes; and;

WHEREAS, the San Antonio Metropolitan Health District’s (Metro Health) Oral Health Program desires to utilize the Facility (“Use”), upon the terms and conditions herein set forth; and

WHEREAS, Alamo Colleges District shall grant the City the Use of the Facility upon the terms and conditions herein set forth ;

NOW THEREFORE, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the parties hereto agree to the TERMS AND CONDITIONS stated herein.

TERMS AND CONDITIONS

- I. PAYMENT.** City agrees to pay Alamo Colleges District a total scheduled Use fee in the amount of ZERO dollars (\$ 0) as set forth in **Exhibit A**.

NON-REFUNDABLE DEPOSIT. Not applicable.

- II. RENTED FACILITY.** Alamo Colleges District agrees to rent the Alamo Colleges District-owned Facility specified at **Exhibit A** to the City under the Terms and Conditions of this Agreement. A description of the Facility authorized utilization, dates, times, and other information relating to utilization is set forth in detail in **Exhibit A**.

- III. PARKING FACILITIES.** Alamo Colleges District shall make the existing parking facilities at the rented Facility available for the vehicular traffic and parking necessitated by the City’s Use of the rented Facility, on a non-exclusive basis, as specified at **Exhibit A**.

- IV. MAXIMUM CAPACITY.** City anticipates approximately the number of participants stated at **Exhibit A** and agrees to inform Alamo Colleges District of any significant changes five (5) business days in advance of a Use. City shall not admit a larger number of persons than can safely and freely move about the Facility. Alamo Colleges District shall notify City of the recommended capacity of the Facility and all decisions of Alamo Colleges District concerning questions arising under this Paragraph shall be final.

- V. **TERM AND TERMINATION.** The Term of this Agreement is as stated in **Exhibit A**, unless earlier terminated. This Agreement may be terminated by either party hereto upon thirty (30) days written notice to the other party. Alamo Colleges District reserves the right to cancel scheduled Uses for educational necessity or force majeure without liability by notice to City, in which case all amounts prepaid for cancelled Uses will be refunded. Any Alamo Colleges District facility use by City after the expiration of the Term of this Agreement without execution of a new facility use agreement shall be subject to the terms and conditions of this Agreement and the standard facility use fees for the facility used then in effect.
- VI. **WARRANTY AND REPRESENTATION.** The Facility provided to City under the terms and conditions of this Agreement is provided “as is” without any warranty and/or representation whatsoever. City agrees to return the Facility to Alamo Colleges District in substantially the same condition, normal wear and tear excepted, as it was at the beginning of the Term of this Agreement. City will be responsible for all damages to any Alamo Colleges District property caused by City or caused by, relating to, or arising from City’s utilization of the Facility.
- VII. **RELEASE OF LIABILITY OF ALAMO COLLEGES DISTRICT.** Intentionally omitted.
- VIII. **NO INDEMNIFICATION.** Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification or “holding harmless” of either party by the other party, regardless of how characterized.
- IX. **INSURANCE.** The City of San Antonio maintains self-insurance for Workers’ Compensation, General Liability, and Business Automobile as a political subdivision of the State of Texas, City of San Antonio is subject to the Texas Tort Claims Act and the obligations of City of San Antonio and the rights of persons claiming against City of San Antonio are subject to that Act. City of San Antonio, upon request from Alamo College Districts, can provide evidence of self-insurance.
- Notwithstanding the foregoing, Contractor may self-insure to the extent permitted by law. If Contractor is a Texas independent school district or junior college district, the liability insurance required shall be limited to the coverage by the liability risk pool in which they participate.
- X. **NO ASSIGNMENT.** City shall not assign or transfer any of its rights under this Agreement without the prior written consent of Alamo Colleges District. City herein is an independent contractor and not the agent or employee of Alamo Colleges District.
- XI. **SMOKING AND ALCOHOL RESTRICTIONS.** By this Agreement, Alamo Colleges District denies any rights other than expressly stated herein and specifically denies any right to City of possession or occupancy which would be in violation of Texas State Law, or the rules and/or policies of Alamo Colleges District. Smoking, including vapor or e-cigarettes, is **prohibited** in all classrooms, laboratories, offices, conference rooms, hallways, and all other rooms in all buildings of the Alamo Colleges District, and on all property which is owned, leased, rented, or otherwise under the control of Alamo Colleges District. Dispensing and consumption of alcoholic beverages is **prohibited** on Alamo Colleges District owned property.
- XII. **RIGHT TO ENTER.** In permitting the use of the Facility described herein, Alamo Colleges District does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any and all laws, rules and/or policies and procedures of Alamo Colleges District applicable thereto.

All portions of the Facility will at all times be under the charge and control of Alamo Colleges District. Alamo Colleges District's agent or other authorized representative of Alamo Colleges District may enter upon the Facility at all times to make inspections to ensure compliance with this Agreement.

- XIII. FORCE MAJEURE.** If performance of any obligation of either party hereunder is prevented or rendered infeasible by act of God, regulation of any public authority, civil disturbance, strike, epidemic, interruption of transportation services, war conditions or emergencies, or other similar event beyond the control of the obligated party, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform the obligations that were so prevented or infeasible.
- XIV. NOTICE.** All notices given pursuant to this Agreement shall be in writing, with delivery receipted, effective on receipt. Notice mailed through the US Postal Service shall be by first class mail, postage prepaid, registered or certified with return receipt requested. Notice may also be delivered in person to the intended addressee with receipt, or sent by receipted email or receipted overnight delivery service. Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt. The notice addresses of the Parties are stated in **Exhibit A** and maybe changed by giving 5 business days of notice.
- XV. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties with respect to the Facility. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Alamo Colleges District with respect to the Facility except as expressly stated herein.
- XVI. AMENDMENTS.** This Agreement can only be changed by an agreement in writing signed by both Alamo Colleges District and City, except that Alamo Colleges District may, by its own action, modify the rules for usage at any time with thirty (30) days prior written notice to City.
- XVII. COMPLIANCE WITH LAWS.** City shall comply with all laws, ordinances, regulations, rules and/or policies and procedures of Alamo Colleges District, the county and municipality within which the Facility is located, the State of Texas and the United States, that are applicable to the use of the Facility. City shall pay all taxes and/or fees, if any, imposed by laws in connection with its use and occupancy of the Facility.
- XVIII. VIOLATIONS.** If at any time the utilization of the Facility by City violates any applicable ordinances, regulations, laws, rules and/or policies of Alamo Colleges District, the county and municipality within which the Facility is located, the State of Texas or the United States of America, City shall either cease and desist from continuing such Use or shall surrender the Facility forthwith upon written demand by Alamo Colleges District and served upon City pursuant to Paragraph XIV herein.
- XIX. ADVERTISING AND SELLING.** No advertising or other items shall be placed or posted on walls or doors in or about the Facility without prior written permission of Alamo Colleges District. Alamo Colleges District's name shall not be used to suggest co-sponsorship or endorsement of any activity,

except with the prior written approval by Alamo Colleges District. Solicitation of donations is prohibited. City shall not make audio or video recordings, televise, or broadcast an event or any portion thereof without Alamo Colleges District's written permission provided at least three (3) days in advance.

XX. DEFACEMENT AND DAMAGE. City shall not injure, mar or in any way deface the Facility and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred, or defaced. City will not drive or permit to be driven, nails, hooks, tacks, or screws into any part of the Facility and will not make or allow to be made any alterations of any kind therein. City is responsible for any costs related to repair of damages caused by or resulting from its usage.

XXI. ALAMO COLLEGES DISTRICT'S EQUIPMENT. City shall not use Alamo Colleges District's equipment, tools, or furnishings, located in or about the Facility, without the prior written approval of Alamo Colleges District.

XXII. ADDITIONAL USERS OR ALAMO COLLEGES DISTRICT'S STAFF AND STUDENTS. City acknowledges and agrees that, during the term of this Agreement, other events may take place at the Facility and/or Alamo Colleges District's staff and/or students may be present during the course of normal business hours in and/or around the Facility, including parking lots. City's rights hereunder do not exclude such uses, and City shall conduct its activities so as not to interfere with same.

XXIII. SECURITY. City shall be responsible for all costs associated with providing required security for periods of authorized Use as determined by Alamo Colleges District, as follows:

- A.** All requests for security coverage for any use of the premises of any Alamo Colleges District owned property, including, without limitation, City's Use of the Facility, must be communicated to the office of the Chief of Police of the Alamo Colleges District Police Department at (210) 485-0088.
- B.** The Alamo Colleges District Police Department shall be the sole source for additional police/security coverage at all Alamo Colleges District owned properties, other than as specified in subsection C, below.
- C.** If Alamo Colleges District Police Department is unable to provide the necessary security, City shall secure security from another source. **In no event** shall a peace officer or security officer not employed by the Alamo Colleges District Police Department be permitted to work any event at any Alamo Colleges District owned property **without the prior approval of the Alamo Colleges District Police Department, Chief of Police.**

XXIV. INDEPENDENT CONTRACTOR. City and Alamo Colleges District understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does **not** create an employment relationship, partnership, or joint venture between City, its employees, and Alamo Colleges District. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Nothing in this Agreement shall be construed to create any borrowed servant, joint employment or leased employee status.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their signatures as shown below.

ALAMO COMMUNITY COLLEGE DISTRICT

By: *Lisa M. J.* 11/13/2024
Signature Date

Print Name: Lisa Juarez
Title: Interim Vice President of College Services
Palo Alto College

CITY OF SAN ANTONIO

By: _____
Signature Date

Print Name: Claude A. Jacob, DrPH, MPH
Title: Health Director

Attachments: EXHIBIT A – Use Details

APPROVED
AS TO FORM ONLY
Ross Laughead
GENERAL COUNSEL ALAMO COLLEGES

APPROVED
By Ross Laughead at 2:17 pm, Nov 13, 2024

EXHIBIT A TO MONTH OR LESS FACILITY USE AGREEMENT
Between ALAMO COMMUNITY COLLEGE DISTRICT And
City of San Antonio on behalf of the San Antonio Metropolitan Health District ("City")

1. DESCRIPTION OF RENTAL FACILITY:
College/DSO: Palo Alto College
Address: 1400 W Villaret Blvd
Building Name: Rio Grande Building
Room Number(s): Dental Hygiene Clinic
Parking Lot Number/Name: Rio Grande Building Parking Lot 8
2. TERM (Dates/Times): Upon execution through September 30, 2029, consistent with the terms of the Palo Alto College Dental Hygiene (PACDH) Program Funding Agreement between the parties ("Funding Agreement"). Specific dates and times for Metro Health's Oral Health Program to use the PACDHP clinic to provide onsite dental hygiene clinical services are to be determined and agreed upon by both entities.
Describe any limitations or restrictions (such as specific days of the week, excluding holidays, etc.):
NA
3. FEE: Rental: \$0.00 Event Manager: \$0.00 Materials: \$0.00 Custodial: \$0.00 Security: \$0.00
Total: \$0.00
Should hospitality services provided by or through Alamo Colleges District be agreed, then City will pay a hospitality deposit of \$0.00 at least five (5) business days before the Event, and Alamo Colleges District will send City a hospitality reconciliation, with any balance due payable on receipt.
4. DEPOSIT: NA
5. DESCRIPTION OF USE: City of San Antonio Metro Health will utilize the PAC Dental Hygiene Facility under the terms of the Funding Agreement. PACDHP will permit Metro Health's Oral Health Program to use the PACDHP clinic to provide onsite dental hygiene clinical services, and use will be established between the parties for the provision of these services at the PACDHP clinic as agreed upon by both entities.
6. ATTENDANCE: TBD and agreed upon by both entities.
7. NOTICES:
Notices to Alamo Colleges District:
Lisa Juarez
Interim Vice President of College Services
1400 W Villaret Blvd
San Antonio TX, 78224
Tel: ljuarez37@alamo.edu
Email: 210-486-6936
Notices to City:
Claude A. Jacob, DrPH, MPH
Health Director
100 W. Houston St.
San Antonio TX, 78205
Tel: 210-207-7873
Email: Claude.Jacob@sanantonio.gov
8. INVOICES TO CITY:
City: City of San Antonio Metro Health
Att'n: Health Director
Street Address: 100 W. Houston St
City/State Zip: San Antonio TX 78205
Email: Meredith.Howe@sanantonio.gov,
accounts.payable@sanantonio.gov, samhd.invoices@sanantonio.gov
9. SET UP:
Tables and Chairs: No; Number of Tables: Number of Chairs:
Technical Support: No; If yes, describe: NA
10. Other Requests/Requirements/Conditions/Exclusions: NA






CoSA- Metro Health FUA

Final Audit Report

2024-11-13

Created:	2024-11-13
By:	Yesenia Garcia-Sotelo (ygarcia-sotelo@alamo.edu)
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