



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: February 19, 2020

Purpose: ☐ Presentation/Report ☐ Recognition ☐ Discussion/ Possible Action

☐ Closed/Executive Session ☐ Work Session ☐ Discussion Only ☒ Consent

From: Lorraine De Leon, Executive Director for Instructional Services

Item Title: Approve the Facility Use Agreement between South San Antonio ISD and Alamo Colleges

Description: The purpose of this agreement is to provide access to the Simulation Hospital for CNA students in the Health Science Academy to prepare for industry- based certifications..

Historical Data: The Health Science Academy students will use this facility in the evenings for the first time this spring.

Recommendation: Approve the Facility Use Agreement between South San Antonio ISD and Alamo Colleges

District Goal/Strategy:

Strategy 1 We will engage all school community members through transparency and effective communication to promote a positive perception and create a strong brand.

Funding Budget Code and Amount: No fee for this facility use.

APPROVED BY:

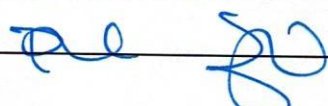
SIGNATURE

DATE

Chief Officer:

CFO Funding Approval:

Superintendent:

\_\_\_\_\_  
\_\_\_\_\_  


\_\_\_\_\_  
\_\_\_\_\_  
2-17-2020



ALAMO  
COLLEGES

**FACILITY USE AGREEMENT  
(MONTH OR LESS)**

This Agreement is entered into by and between Alamo Community College District ("Alamo Colleges"), a public junior college district and a political subdivision of the State of Texas, and the "Organization," the exact legal name of which is: South San Independent School District.

**WITNESSETH**

WHEREAS, Alamo Colleges is a public junior college district comprised of district services offices and five colleges, San Antonio College, St. Philip's College, Palo Alto College, Northwest Vista College, and Northeast Lakeview College; and

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

WHEREAS, Organization desires to utilize the Facility for a term of no more than one month ("Use"), upon the terms and conditions herein set forth; and

WHEREAS, Alamo Colleges shall grant the Organization 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.** Organization agrees to pay Alamo Colleges a total scheduled Use fee in the amount set forth in **Exhibit A**, due and payable immediately upon execution of this Agreement, unless a reservation deposit is agreed therein. Payment shall be made and payable to "Alamo Colleges." The total fee is comprised of components facility rental fee, custodial fee and, if applicable, Police Department security fee.

**NON-REFUNDABLE DEPOSIT.** The lesser of twenty-five percent (25%) of the total fee set forth in **Exhibit A** or the different deposit stated therein, unless waived therein, must be paid upon execution of this Agreement and is nonrefundable upon cancellation of scheduled Uses by Organization. Any amount paid, less the reservation deposit so calculated, shall be refundable provided that Alamo Colleges receives advance written notice of cancellation within the period set forth in **Exhibit A**.

- II. RENTED FACILITY.** Alamo Colleges agrees to rent the Alamo Colleges-owned Facility specified at **Exhibit A** to the Organization 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 shall make the existing parking facilities at the rented Facility available for the vehicular traffic and parking necessitated by the Organization's Use of the rented Facility, on a non-exclusive basis, as specified at **Exhibit A**.
- IV. MAXIMUM CAPACITY.** Organization anticipates approximately the number of participants stated at **Exhibit A** and agrees to inform Alamo Colleges of any significant changes five (5) business days in advance of a Use. Organization shall not admit a larger number of persons than can safely and freely move about the Facility. Alamo Colleges shall notify Organization of the recommended capacity of the Facility and all decisions of Alamo Colleges 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 reserves the right to cancel scheduled Uses for educational necessity or force majeure without liability by notice to Organization, in which case all amounts prepaid for cancelled Uses will be refunded. Any Alamo Colleges facility use by Organization 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 Organization under the terms and conditions of this Agreement is provided "as is" without any warranty and/or representation whatsoever. Organization agrees to return the Facility to Alamo Colleges in substantially the same condition, normal wear and tear excepted, as it was at the beginning of the Term of this Agreement. Organization will be responsible for all damages to any Alamo Colleges property caused by Organization or caused by, relating to, or arising from Organization's utilization of the Facility.
- VII. RELEASE OF LIABILITY OF ALAMO COLLEGES.** Organization hereby releases Alamo Colleges from all liability arising under this Agreement or relating to the Facility or any Alamo Colleges properties, INCLUDING, BUT NOT LIMITED TO, LIABILITY RESULTING FROM ALAMO COLLEGES' NEGLIGENCE, WHETHER CONTRIBUTORY, SOLE, OR JOINT, arising out of or related to this Agreement, with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.
- VIII. INDEMNIFICATION OF ALAMO COLLEGES AND AFFILIATES AND RELEASE OF AFFILIATES.** ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Alamo Colleges, its Board of Trustees, officers, employees, contractors, agents and assigns ("Protected Parties") from and against, and to pay to Protected Parties on demand, the amount of, any and all costs resulting from any complaints, claims, liabilities suits, damages, judgments, penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), of whatsoever kind and nature, imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Organization's use of Alamo Colleges' facilities ("Claims"). Organization's duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity



of such persons, EVEN IF SUCH INJURY, DEATH OR DAMAGE WAS CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. ORGANIZATION HEREBY RELEASES PROTECTED PARTIES OTHER THAN ALAMO COLLEGES from any and all Claims arising under this Agreement, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY.

- IX. INSURANCE.** Organization shall obtain at its own cost insurance to cover Organization's use of the Facility for its scheduled function at the following minimum levels of coverage:

WORKERS' COMPENSATION	STATUTORY
Must include coverage for alternate employers and borrowed servants	
EMPLOYER'S LIABILITY	
Each Accident (bodily injury)	\$500,000.00
Policy Limit (bodily injury by disease)	\$500,000.00
Each Employee (bodily injury by disease)	\$500,000.00
GENERAL COMMERCIAL LIABILITY	
General Aggregate	\$2,000,000.00
Each Occurrence (bodily injury/property damage)	\$1,000,000.00
Each Occurrence (personal injury/advertising injury)	\$1,000,000.00
Each Occurrence (Damage to Premises Rented To You)	\$1,000,000.00
All coverage must be primary and non-contributory	
UMBRELLA/EXCESS LIABILITY	
Each Occurrence	\$1,000,000.00
POLLUTION ON-SITE LIABILITY (required if Use presents risk)	
Each Occurrence	\$1,000,000.00

Organization shall, at the time of execution of this agreement, provide Alamo Colleges with a copy of a certificate of insurance evidencing all applicable required policies which must list "Alamo Community College District" as a NAMED ADDITIONAL INSURED and beneficiary of contractual indemnification coverage and waiver of subrogation.

Organization, if the U.S. Federal Government shall self-insure in at least the amounts, and for the types of liabilities, described above, with no certificate required.

- X. NO ASSIGNMENT.** Organization shall not assign or transfer any of its rights under this Agreement without the prior written consent of Alamo Colleges. Organization herein is an independent contractor and not the agent or employee of Alamo Colleges.
- XI. SMOKING AND ALCOHOL RESTRICTIONS.** By this Agreement, Alamo Colleges denies any rights other than expressly stated herein and specifically denies any right to Organization of possession or occupancy which would be in violation of Texas State Law, or the rules and/or policies of Alamo Colleges. 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, and on all property which is owned, leased, rented, or otherwise under the control of Alamo Colleges. Dispensing and consumption of alcoholic beverages is **prohibited** on Alamo Colleges owned property.

- XII. RIGHT TO ENTER.** In permitting the use of the Facility described herein, Alamo Colleges 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 applicable thereto. All portions of the Facility will at all times be under the charge and control of Alamo Colleges. Alamo Colleges' agent or other authorized representative of Alamo Colleges 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.** Any notices must be in writing under this Agreement and shall be delivered by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Alamo Colleges or Organization at the addresses stated in **Exhibit A**.
- 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 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 and Organization, except that Alamo Colleges may, by its own action, modify the rules for usage at any time with thirty (30) days prior written notice to Organization.
- XVII. COMPLIANCE WITH LAWS.** Organization shall comply with all laws, ordinances, regulations, rules and/or policies and procedures of Alamo Colleges, City of San Antonio, County of Bexar, State of Texas and the United States, that are applicable to the use of the Facility. Organization 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 Organization violates any applicable ordinances, regulations, laws, rules and/or policies of Alamo Colleges, City of San Antonio, County of Bexar, State of Texas or the United States of America, Organization shall either cease and desist from continuing such Use or shall surrender the Facility forthwith upon written demand by Alamo Colleges and served upon Organization 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. Alamo Colleges' name shall not be used to suggest co-sponsorship or endorsement of any activity, except



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

- XX. DEFACEMENT AND DAMAGE.** Organization 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. Organization 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. Organization is responsible for any costs related to repair of damages caused by or resulting from its usage.
- XXI. ALAMO COLLEGES' EQUIPMENT.** Organization shall not use Alamo Colleges' equipment, tools or furnishings, located in or about the Facility, without the prior written approval of Alamo Colleges.
- XXII. ADDITIONAL USERS OR ALAMO COLLEGES' STAFF AND STUDENTS.** Organization acknowledges and agrees that, during the term of this Agreement, other events may take place at the Facility and/or Alamo Colleges' staff and/or students may be present during the course of normal business hours in and/or around the Facility, including parking lots. Organization's rights hereunder do not exclude such uses, and Organization shall conduct its activities so as not to interfere with same.
- XXIII. SECURITY.** Organization shall be responsible for all costs associated with providing required security for periods of authorized Use as determined by Alamo Colleges, as follows:
- A.** All requests for security coverage for any use of the premises of any Alamo Colleges owned property, including, without limitation, Organization's Use of the Facility, must be communicated to the office of the Chief of Police of the Alamo Colleges Police Department at (210) 485-0088.
  - B.** The Alamo Colleges Police Department shall be the sole source for additional police/security coverage at all Alamo Colleges owned properties, other than as specified in subsection C, below.
  - C.** If Alamo Colleges Police Department is unable to provide the necessary security, Organization shall secure security from another source. **In no event** shall a peace officer or security officer not employed by the Alamo Colleges Police Department be permitted to work any event at any Alamo Colleges owned property **without the prior approval of the Alamo Colleges Police Department, Chief of Police.**
- XXIV. INDEPENDENT CONTRACTOR.** Organization and Alamo Colleges 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 Organization, its employees, and Alamo Colleges. 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.

**ORGANIZATION**

**ALAMO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Name: Mr. Lacy Hampton

Title: \_\_\_\_\_

Title: Vice President of College Services

**Attachments:        EXHIBIT A – Use Details**





**EXHIBIT A TO MONTH OR LESS FACILITY USE AGREEMENT**  
**Between ALAMO COMMUNITY COLLEGE DISTRICT And**  
**South San Independent School District , Tax Number \_\_\_\_\_ ("Organization")**

1. DESCRIPTION OF RENTAL FACILITY:

College: St. Philip's College

Address: 1801 Martin Luther King Drive, San Antonio, TX 78203

Building Name: Center for Health Professions – Simulation Center Hospital

Room Number(s): CHP 220

Parking Lot Number/Name: Any Campus Parking Lot

2. TERM (Dates/Times):

Describe any limitations or restrictions (such as specific days of the week, excluding holidays, etc.):

Access to the Simulation Center Hospital between the hours of 4:00 pm and 7:30 pm, Tuesday through Friday, will be granted for up to a period of 8 sessions in the Spring 2020 Semester. Specific dates will be arranged at the discretion of the parties herein.

3. FEE: Rental: \$ 0 Custodial: \$ 0 Security: \$ 0 Total: \$ 0

Should hospitality services provided by or through Alamo Colleges be agreed, then Organization will pay a hospitality deposit of \$ 0 at least five (5) business days before the Event, and Alamo Colleges will send Organization a hospitality reconciliation, with any balance due payable on receipt.

4. DEPOSIT: Receipt acknowledged in the amount of \$ 0 / Waived

Cancellation notice period required to forfeit only amount of deposit: days before Event)

5. DESCRIPTION OF USE: Use of Facility to prepare former SPC Early HS Graduates for CNA Certification Testing via contracted consultant employed by South San Antonio ISD

6. ATTENDANCE: Organization anticipates approximately ( ) participants.

7. NOTICES:

Notices to Alamo Colleges:

Rick Lopez

Program Coordinator Simulation Center

St. Philip's College

1801 Martin Luther King Drive, San Antonio, TX 78203

Tel: 210.486-2144

Email: [rlopez471@alamo.edu](mailto:rlopez471@alamo.edu)

Notices to Organization:

South San Antonio ISD

Bobbie Schanen-Hylton, CTE Coordinator

5622 Ray Ellison Blvd.

San Antonio, TX 78242

Tel: 210-977-7365

Email: [bschanen@southsanisd.net](mailto:bschanen@southsanisd.net)

8. INVOICES TO ORGANIZATION:

Organization: South San Independent School District

Att'n: Clarita Trevino, Interim Director

Street Address: 5622 Ray Ellison Blvd.

City/State Zip: San Antonio, TX 78242

Email: [clarita.trevino@southsanisd.net](mailto:clarita.trevino@southsanisd.net)

9. SET UP:

Tables and Chairs: No Number of Tables: N/A Number of Chairs: N/A

Technical Support: No; If yes, describe: \_\_\_\_\_

10. Other Requests/Requirements/Conditions/Exclusions: \_\_\_\_\_ Access to Simulation Center Hospital includes access to 6 hospital rooms and associated non-disposable medical equipment (beds, diagnostic tools, commodes, gait belts etc.) as well as low cost disposables (gloves, alcohol wipes, etc.) at no cost. All durable medical equipment and disposable supplies will be the same that the program provides for its Early College CNA Program.
- \_\_\_\_\_