TM [6/18/15]
Item No. 33.

AN ORDINANCE 2015-06-18-0559

AUTHORIZING THE NEGOTIATION AND EXECUTION OF A LEASE WITH THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (SAISD) FOR 4,771 SQUARE FEET OF SPACE LOCATED AT 4551 DIETRICH ROAD, IN COUNCIL DISTRICT 2, TO BE USED AS A COURTROOM AND OFFICE TO CONDUCT TRUANCY COURT FOR A TERM COMMENCING AUGUST 1, 2015 AND ENDING JULY 31, 2017 AND AN ANNUAL RENTAL AMOUNT OF $23,450.52.

* * * * *

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

SECTION 1. The City Manager and her designee, severally, are authorized and directed to negotiate, execute and deliver on behalf of the City a lease agreement for use of space to be used as a courtroom and office for Truancy Court for a term commencing August 1, 2015 and ending July 31, 2017, and an annual rental amount of $23,450.52 substantially in the form of **Attachment I**, which is incorporated by reference for all purposes as if fully set forth. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction.

SECTION 2. Funding in the amount of $5,923.42 for this ordinance is available for Fund 11001000, Cost Center 0302010001 and General Ledger 5206010, as part of the Fiscal Year 2015 Budget.

SECTION 3. Additional funding in the amount of $37,540.52 for this ordinance is contingent upon City Council approval of Fiscal Year 2016's Budget.

SECTION 4. Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance is effective immediately upon receipt of eight affirmative votes; otherwise, it is effective 10 days after passage.

PASSED AND APPROVED this 18th day of June, 2015.

M A Y O R
Ivy R. Taylor

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**33 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E)**
Date:	06/18/2015
Time:	10:00:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of a lease with a term commencing August 1, 2015 and ending July 31, 2017 for 4,771 square feet of space for a courtroom and office for a Truancy Court located at a closed elementary school at 4551 Dietrich Road, in Council District 2, with the San Antonio Independent School District for an annual rental amount of $23,450.52. [Peter Zanoni, Deputy City Manager; Mike Etienne, Director, EastPoint & Real Estate Services Office]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

ATTACHMENT 1

STATE OF TEXAS	§	
	§	**LEASE**
COUNTY OF BEXAR	§	

This Lease (hereinafter "Lease") is entered into as of the __ day of _____, 2015, by and between the **San Antonio Independent School District**, a political subdivision of the State of Texas, hereinafter called "SAISD" and **City of San Antonio**, hereinafter called "COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM."

RECITALS

WHEREAS, COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM desires to provide a community-based truancy intervention court on site to service the community in that area. A Judge, Case Managers, City Prosecutors and staff will be there to assist with prevention/intervention contracts to preclude a formal criminal charge being filed. Failing that, the court will also hear cases that are filed. Truancy services and programs will be provided at that location along with bi-weekly forums for parents and students that have not yet met the threshold for the filing of a criminal case but have a number of unexcused absences that need to be addressed. The Court's primary focus will be to keep families from having a criminal charge filed against them, and to identify and address any impediments to school attendance, the "In-Kind Services". The Municipal Court Truancy Program serves 16 school districts and charter schools in Bexar County, yet SAISD accounts for 58% of the cases filed and it is projected that with enhanced services, Municipal Court will be spending close to 75% of all of its resources on SAISD alone. Demographic research verifies that the eastside of San Antonio represents a majority of the cases under the domain of the program with many of these ending up with a warrant for failure to appear. The Pfeiffer facility, located in the area with the highest concentration of truancy cases in the County will allow Municipal Court to bring the services closer to the constituency most in need of these services; further breaking down a geographic barrier represented by the challenge families face when travelling downtown to the main Municipal Court.

WHEREAS, SAISD desires to collaborate with COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM, and utilize their facilities to maximize opportunities for students and the community at large.

WHEREAS, COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM and SAISD intend to enter into a Memorandum of Understanding to jointly administer programs and facilities at the facility formerly known as Pfeiffer Elementary.

NOW, THEREFORE, COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM and the SAISD hereby enter into this agreement for the lease of space at SAISD's Pfeiffer Elementary School.

ARTICLE I
LEASED PREMISES

1.01 Premises. In consideration of the mutual covenants set forth herein, SAISD hereby leases to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM for the rental and on the terms and conditions hereinafter set forth, approximately 4,771 square feet of rentable space at Pfeiffer Elementary School, located at 4551 Dietrich Road, San Antonio, Texas, further described as follows:

The sections of the building known as "The Annex" limited to the library and four (4) adjoining rooms. Such leased premises are delineated in **Exhibit "A,"** which is attached and incorporated hereto, which shall constitute the "Premises" demised herein.

1.02 Common Areas. "Common Areas" means those facilities and areas at Pfeiffer Elementary School that are intended for common use and designated by SAISD for public bathrooms and access to and from the Premises and other areas at Pfeiffer Elementary School; but, do not include the Main Building, P.E. Facility or Early Childhood Center. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall have the nonexclusive use of Common Areas subject to reasonable regulations as may be prescribed by SAISD.

1.03 Parking Lots, and Exterior Grounds. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall have the use of and access to a maximum of 15 parking spaces in the various parking lots and the exterior grounds of Pfeiffer Elementary School (which are not otherwise designated Common Areas). COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM may place directional signage outside the Pfeiffer building in areas it is not planning to occupy (i.e. in the grass inside the fence along Dietrich Road) as long as COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM obtains proper permits and contacts authorities regarding easement and utility placement.

COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall be allowed to make changes to the landscaping of the building exterior except that major modifications including, but not limited to, any modification that alters the ground elevation or grading must be pre-approved by SAISD.

1.04 Warranty Disclaimer. **SAISD LEASES THE LEASED PREMISES TO** COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM **AS IS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO SUITABILITY, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A**

PARTICULAR PURPOSE, OR OF ANY OTHER KIND. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM is being provided an opportunity to inspect the Leased Premises prior to the Commencement Date, including the opportunity to conduct an environmental assessment of the Leased Premises.

1.05 COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM and SAISD shall obey all applicable laws relating to the Leased Premises. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall obtain any permits necessary to operate in the Leased Premises, including the Certificate of Occupancy, at its sole cost and expense.

1.06 SAISD shall deliver to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM an Asbestos Survey of the Premises and the Building not later than Asbestos Survey Deadline (30 days after the Binding Date), in accordance with the provisions of § 6-293 of the City Code of the City of San Antonio, Texas.

1.07 The Binding Date is the later of (A) the effective date of the Authorizing Ordinance or (B) when both parties sign this Lease.

ARTICLE II
TERM AND TERMINATION

2.01 Term. The term of this Lease shall commence on August 1, 2015, the "Commencement Date" and shall end at 12:00 midnight on July 31, 2017, unless this Lease is sooner terminated in the manner hereinafter set out.

2.02 Termination. In addition to other bases for termination set forth in this Lease, the right to terminate is authorized:

(a) By COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM may terminate this Lease for breach of any material term or condition of this Lease by SAISD, which breach is not cured by SAISD within thirty (30) calendar days after written notice from COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM specifying the breach is delivered to SAISD.

(b) By SAISD. SAISD may terminate this Lease for default, pursuant to Article XII herein.

(c) By Either Party. Either party may terminate this Lease for convenience provided at least sixty (60) days written notice is delivered to the other party. In such event, termination shall be effective at the end of the term or terminating party's respective academic year, whichever is later, in which notice was delivered.

(d) For a Public Education Purpose. The parties acknowledge the School and Premises are vested in trust to SAISD by the State of Texas for the paramount purpose of providing a public education for children. Consequently, SAISD may terminate this Lease, upon 180 days written notice, if the School or Premises is designated for a SAISD public educational purpose.

(e) Sale of Exchange by SAISD. SAISD may terminate this Lease if title to the School or Premises, in whole or in part, is sold or under contract to be sold or exchanged. In such event, SAISD will provide the COSA at least 180 days written notice of termination.

(f) Legal Compliance. If:

(a) there is a change in any law, regulation, or rule (federal, state, or local) that affects this Lease or the activities of either party under this Lease, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or any of the provisions of this Lease are found to be in violation of any such law, regulation, or rule, and

(b) either party reasonably believes in good faith that the change, interpretation, or determination will have a substantial adverse effect on that party's business operations or its rights or obligations under this Lease, then the parties may enter into good faith negotiations to renegotiate the terms of this Lease, and to take any action necessary to maintain compliance with such laws, rules, or regulations. If the parties do not agree to enter into good faith negotiations or are otherwise unable to reach an agreement concerning the modification of this Lease within the earlier of forty-five (45) calendar days after the date of the notice seeking renegotiation or the effective date of the change in law, regulation or rule, then either party may immediately terminate this Lease effective upon notice to the other party.

(g) **Failure to Appropriate**: All obligations of the City of San Antonio under this instrument are funded through the City of San Antonio (COSA) General Fund and are subject to the discretion of City Council whether to appropriate funding. If City Council fails to appropriate money for any obligation under this agreement, the COSA may terminate this agreement and have no further liability.

(h) **SAISD Failure to Appropriate**:

2.03 Actions After Termination. In the event that this Lease is terminated, the various rights and remedies herein granted to the aggrieved party shall be cumulative and in addition to any others such party may be entitled to by law, unless specifically provided

otherwise. The exercise of one or more rights or remedies shall not impair the right of the aggrieved party to exercise any other right or remedy, at law.

2.04 Renewal. The Lease term may be renewed by mutual agreement of the parties. The rent and for any renewal period shall be negotiated prior to renewal.

ARTICLE III
RENT/IN-KIND SERVICES

3.01 Annual Rent. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM, in exchange for providing the In-Kind Services, shall pay no annual rent to SAISD. However, the nature of this occupancy is on a "net" basis in which **the tenant pays for specific operating expenses incurred by landlord associated with tenants occupancy of the Premises, limited to utilities, referred to as the "Net Rent"**. The Net Rent is projected and calculated to be $1,954.21 per month and is due at SAISD's central administration offices effective as of the Commencement Date and the first of each month thereafter during the Term payable to "San Antonio Independent School District". Additionally, as detailed in section 5.10, COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM will directly contract for janitorial services including paper and cleaning supplies to the Premises and the Common Area serving the Premises. Notwithstanding any statement to the contrary in this lease, all other costs and expenses associated with the occupancy shall be paid by SAISD. On an annual basis SAISD shall have the right to adjust the Net Rent, either higher or lower, based on a formula dividing the actual utility cost at Pfeiffer Elementary School for the prior year by a percentage derived from dividing the Premises size of 4,771 square feet by the figure that represents the total square footage of the building(s) that are served by the utilities being used. In no event shall the monthly increase, if any, exceed five percent of the Net Rent paid for the month prior to the month the increase is effective, nor shall the Net Rent be recalculated more than once per 12 month period.

ARTICLE IV
USE OF PREMISES

4.01 The Premises shall be solely used by COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM for its Municipal Court – Juvenile Truancy Program and as otherwise permitted hereunder.

4.02 COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM agrees to conform to the following provisions during the entire term of this Lease:

(a) COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall not perform any act or carry on any practice that may damage the Premises, or constitute a nuisance to any person or property. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall

not abandon the Premises. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall be deemed to have abandoned the Premises if all or substantially all of the net rentable area is not occupied for a period of thirty (30) days without the written consent of SAISD (exclusive of planned periods of educational inactivity such as summer break).

(b) COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM, including its employees, agents and invitees, shall comply with all laws applicable to the Premises and the use of the Premises.

ARTICLE V
BUILDING SERVICES AND MAINTENANCE

5.01 Building Services and Utilities. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall be responsible for costs associated with COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM's contracting for janitorial services to the Premises and Common Areas subject to modification as provided below in this Section.All other maintenance services and grounds services in the leased premises shall be provided by SAISD at its sole cost and expense.

SAISD shall maintain in good working order, subject to conditions out of the reasonable control of SAISD, all major mechanical, electrical, and structural systems serving the Premises.

SAISD shall furnish to the Premises the following utilities and services (the "Building Standard Services"):

(a) heat and air conditioning during the customary periods of the year when and to the same extent SAISD furnishes heat and air conditioning for other portions of the Premises; Upon approval of this lease by the ISD Board of Trustees, and prior to occupancy, SAISD and COSA:MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall inspect major HVAC equipment to verify it is in usable working order and that major repairs are not needed.

(b) water for normal and customary use; and

(c) electric current having a voltage requirement of 120 volts or less for normal and customary office use (which for the purposes of this Lease shall exclude high energy consuming equipment and facilities).

If a building system listed in subparts (a), (b) or (c) cannot be suitably furnished, or if a major repair is needed to the roof, foundation, or load bearing walls, as a result of *force majeure* or an unforeseeable failure at neither party's fault, the parties agree to negotiate in an attempt to find a mutually acceptable solution. Unless a mutually acceptable solution is agreed upon in writing, either party may terminate such negotiations and this Lease at any

time by providing the other party with written notice of such termination. Termination of this Lease shall be effective immediately upon receipt of such notice.

Should SAISD utilize unleased portions of the other building or convey a property interest that allows a third-party to occupy the unleased portions, COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall pay a reduced pro-rata share of the janitorial costs for the Common Area cleaning. The actual cost reduction will be determined prior to SAISD entering into an agreement with a third party for use of the building and the cost credited to the COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall be predicated on the third party actually using some portion of the Common Area.

5.02 Security. SAISD shall provide, at its sole cost and expense, monitoring of fire and burglar alarm systems. SAISD shall not be liable for COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM's (including its employees, officers, agents and invitees) damages/losses resulting from criminal acts. SAISD shall implement and enforce any measures or procedures relating to security matters ("Security") as appropriate under the circumstances. SAISD shall have the right to provide a uniformed police or security officer or officers to patrol Pfeiffer Elementary School (but only at a level that is consistent with and actually provided for other comparable SAISD facilities, subject to discretionary deployment of personnel and annual funding appropriations). COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM may install, at COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM's sole cost and expense but with the prior written approval of SAISD, which SAISD shall not unreasonably withhold, such additional safety and security system(s) or device(s) as COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM may require, on the conditions that such system(s) or device(s) do not interfere with SAISD's rights under this Lease and that SAISD is not denied access to the Premises thereby. If COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM elects to install additional safety or security systems, SAISD may promulgate reasonable rules relating to the operation of such systems that shall be complied with at COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM's expense. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall maintain any such system in good working order.

5.03 Notice of Damage or Accident. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall give prompt written notice to SAISD of any significant accidents occurring on the Premises or Common Areas involving injury to persons or property, including plumbing, electrical, heating, air conditioning, stairwell, corridor, and elevator problems, and/or personal injury and property damage caused thereby.

5.04 No Borrowed Servants. Except in emergencies, requests by COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall be attended to only after written request by COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM to SAISD. SAISD's employees are not allowed to perform or do anything outside their regular duties unless pursuant to directives from SAISD. If, at the request of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM, SAISD's employees or agents furnish services, goods, labor, or material to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM which are not required to be furnished by SAISD under this Lease, then prior to initiating such services, SAISD shall obtain written authorization from COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM which shall pay for same upon delivery of a written statement therefore to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM participation remains conditioned upon City Council appropriation for any given year.

5.05 Alterations. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall not make any alterations, improvements, or additions to the Premises without the prior written consent of SAISD. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall not change the SAISD's lock system without the prior written consent of SAISD. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM may make nonstructural alterations to the interior, if such non-structural alterations (i) do not adversely or materially impact the building systems (including heating, air conditioning, plumbing and sewer), (ii) do not adversely or materially impact the structural soundness of the Premises, and (iii) provided that such alterations shall be made in accordance with all applicable governmental regulations, in a good first-class workmanlike manner. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall provide plans and specifications for all improvements to SAISD, prior to commencing any work, in form satisfactory to SAISD. Any and all alterations, additions, improvements and fixtures which may be made or installed by either SAISD or COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM upon the Premises and which in any manner are attached to the floors, walls or ceilings (including without limitation any air conditioning, heating and kitchen equipment in any manner attached to the floors, walls or ceilings) which are not then owned or provided by SAISD, shall automatically become the property of SAISD without reimbursement or compensation to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM and shall remain upon the Premises, and at the termination of this Lease shall be surrendered with the Premises, provided SAISD is not in default hereunder. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM may remove any such alterations, additions, improvements or fixtures made or installed by COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM prior to or upon expiration or termination of this Lease, at the option of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM, and COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall repair any

damage to the Premises resulting from or caused by such removal. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM's personal property, equipment, trade fixtures, and furniture that are not attached to the floors, walls or ceilings of the Premises shall not be deemed to become a part of the Premises, and may be removed by COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM from the Premises upon expiration or termination of this Lease, provided that COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall repair any and all damage to the Premises resulting from or caused by such removal, and further provided that COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM is not then in default hereunder.

5.06 Grounds Maintenance. SAISD shall maintain the exterior grounds of the leased portions of Pfeiffer Elementary School in a manner comparable to other campuses.

5.07 Telephone and Technology Services COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall be responsible for providing telephone, internet, networking and related telecommunication technology items and services. SAISD shall not be responsible for improving or upgrading such existing telecommunication technology systems.

5.08 Furniture. SAISD shall remove all furniture from the leased premises prior to the Commencement Date. SAISD agrees to allow COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM to use any and all furniture remaining in the leased premises of the Pfeiffer Elementary school building at the time COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM occupies the premises.

SAISD shall not remove any built-in fixtures including, but not limited to, shelving prior to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM occupying the leased premises.

5.09 Custodial Services. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall be responsible for proving custodial services to the Premises and Common Area including, but not limited to, maintaining the premises by cleaning and maintaining floors and contracting for garbage pick up. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall be responsible for providing custodial supplies for the leased premises including such items as cleaning supplies and bathroom supplies such as toilet paper and paper towels.

5.10 Reserved

ARTICLE VI
INSURANCE/LIABILITY/INDEMNITY

6.1 **Insurance:**

(a) SAISD and the CITY (COSA: Municipal Court—Juvenile Truancy Program) each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

(b) With respect to CITY, it is the stated policy of the City of San Antonio not to acquire commercial general liability insurance for torts committed by employees of the City who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. Liability of the state governmental unit under this chapter is limited to money damages in a maximum amount of $250,000.00 for each person and $500,000.00 for each single occurrence for bodily injury or death and $100,000.00 for each single occurrence for injury to or destruction of property. Employees of the City of San Antonio are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

6.02 No Waiver of Immunities. By entering this Lease and performing hereunder, neither SAISD nor COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM intend, and this Lease shall not be construed, to waive any immunities, defenses, or limits of liability to which each is entitled under law. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM and SAISD are not intending to, and this Lease shall not be construed to, create a joint venture or enterprise for assigning or determining liability. This provision shall survive termination or expiration of this Lease.

6.03. Indemnity.
SAISD and the CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. SAISD and City shall each promptly notify the other in writing of any claims or demands that become known against them in relation to or arising out of activities under this Contract.

ARTICLE VII
ASSIGNMENT AND SUBLEASING

7.01 Assignment. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall not assign this Lease or sublet (which term, without limitation, shall include granting of concessions, licenses and the like) or mortgage, pledge or otherwise encumber

(voluntarily or involuntarily), all or a part of its rights and interests in the Premises without the advance written consent of SAISD. In any case where SAISD shall consent to such assignment, subletting, or encumbrance, COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall remain fully liable for the obligations of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM hereunder, including, without limitation, the obligation to pay the Monthly Rent and other amounts provided under this Lease. Any new membership interest, sale, assignment or other transfer of all or a substantial portion of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM, shall be deemed to be an assignment of this Lease.

7.02 Sublease/Sublicense. Any sublease or sublicense shall require the approval of SAISD and Sublessee must comply with all of the obligations of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM hereunder. Notwithstanding the foregoing, the rights and obligations of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM hereunder shall not in any way be released, modified, or diminished by such subleases/sublicenses.

ARTICLE VIII
SAISD'S RIGHT OF ACCESS

8.01 Access. SAISD shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting or of making repairs to the Premises.

8.02 Expiration of Term. SAISD shall have access to the Premises following reasonable prior notice for the purpose of inspecting same, exhibiting same to prospective lenders and purchasers. For a period commencing six (6) months prior to the expiration of the term of this Lease, SAISD shall have access to the Premises following reasonable prior notice, for the purpose of showing and providing access to same to prospective tenants or buyers.

ARTICLE IX
DAMAGE AND RECONSTRUCTION

9.01 Notice of Casualty. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall immediately give notice to SAISD in case of fire or other casualty to any portion of the Premises.

9.02 Partial Destruction of Premises. In the event that the Premises shall be damaged by fire or other casualty, to the extent such loss is not covered under applicable casualty insurance and is caused by or attributable to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM, its employees, invitees, contractors or other persons on the Premises, and to the extent such loss is not a total loss or otherwise beyond reasonable repair (as determined by an independent architect, contractor or other entity selected by SAISD) and unless this Lease is terminated as herein provided, subject to the issuance of all necessary governmental permits and approvals therefor and subject to the availability of

sufficient funds for restoration including proceeds of insurance, SAISD shall within thirty (30) days, commence the restoration of the Premises (exclusive of such finish-out or alterations provided or performed by COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM pursuant to Article V), and shall diligently prosecute the same to completion, but SAISD shall not be responsible for any delay which may result from *force majeure*. Any such restoration shall be completed in a good and workmanlike manner and shall result in a restoration of the Premises to substantially the same condition as existed immediately before the damage in question. In no event shall SAISD be liable for interruption to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM's business, or for damage to or the repair or replacement of any items of personal property, equipment, or trade fixtures which COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM is required to insure for its own account.

9.03 Rent Payment During Repair. The Net Rent and In-Kind Services as set forth herein shall be abated or reduced by mutual agreement, by reason of and proportionate to, any such damage or destruction If agreement cannot be reached, first of significant impact, or second, by amount of damage or destruction, parties agree to independent mediation.

9.04 Termination. Notwithstanding anything to the contrary, SAISD and COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall have the right to terminate this Lease by written notice to the other within ninety (90) days after such damage or destruction in the event that such damage or destruction constitutes a total loss or is otherwise beyond reasonable repair (as determined by an independent architect, contractor or other entity selected by SAISD). If SAISD exercises such right of termination, this Lease shall be deemed terminated as of the date of the damage or destruction but such termination shall not affect the obligations of the parties which accrued prior to such date and remain unpaid; however, the In-Kind Services obligation terminates concurrently with any termination of the obligation to provide the Premises for use.

ARTICLE X
EMINENT DOMAIN

10.01 If all or any portion of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof (any of which are referred to as a "Taking") the Lease shall be amended so as to remove the "taken" portion from the demised Premises as of the date title shall vest in the condemning authority. All sums awarded or agreed upon between SAISD and the condemning authority for the
Taking of any part of the Premises, whether as damages or as compensation, shall be the property of SAISD. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM may make a separate claim for its damages. Any amendment to the Lease so as to remove the "taken" portion from the demised Premises shall proportionately reduce the monthly rent from the effective date of the Taking, based on the area of the "taken" portion multiplied by the rental rate per square foot for the area of the facility affected. The amendment to the

Lease shall not serve to modify or affect in any way, any other provision contained herein, unless mutually agreed in writing.

ARTICLE XI
RIGHT OF FIRST REFUSAL

11.01 Notice and Right. During the Term of this Lease (or any renewal Term) and provided that no uncured Event of Default (set forth in Article XII herein) or event which with notice and/or lapse of time could become an Event of Default under this Lease has occurred, SAISD shall, upon its election to sell title to the Premises or real property which includes the Premises, deliver written notice to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM of such fact and shall include in such notice those terms and conditions on which SAISD would sell and convey title of the Premises and other portions of Pfeiffer Elementary School (collectively, the "Property") to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM. Within thirty (30) days after receipt of such notice by COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM, COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall notify SAISD in writing of its election to exercise its right of first refusal or waiver of such right. If COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM does not respond to such notice within the thirty (30) day period, such inaction shall be deemed a waiver by COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM of its right of first refusal.

ARTICLE XII
DEFAULT AND REMEDIES

12.01 Events of Default. The following shall be deemed to be events of default by COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM under this Lease: (1) COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall fail to have available In-Kind
Services during the term hereof and such failure shall continue for a period of thirty (30) days after being notified in writing of such failure; (2) COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall abandon the Premises (although it is agreed that non-use during the time between semesters shall not constitute abandonment); (3) COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM or any guarantor of COSA: MUNICIPAL COURT - JUVENILE TRUANCY
PROGRAM's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency laws or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM or any guarantor of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM's obligations hereunder; (4) COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM or any guarantor of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM's obligations hereunder shall make a

transfer in fraud of creditors or shall make an assignment for the benefit of creditors; (5) COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall do or permit to be done any act which results in a lien being filed against the Premises, unless such lien is removed within twenty (20) days after written notice thereof to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM; (6) the liquidation, termination, dissolution of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM; or (7) COSA: MUNICIPAL COURT - JUVENILE TRUANCY
PROGRAM shall be in default of any other term, provision or covenant of this Lease other than those specified in subparts (1) through (6) above and such default is not cured within twenty (20) days after written notice thereof to COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM.

12.02 Options. Upon the occurrence of any event of default set forth in this Lease, SAISD shall have the option to terminate this Lease, in which event COSA: MUNICIPAL COURT -
JUVENILE TRUANCY PROGRAM shall immediately surrender the Premises to SAISD, and if COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM fails to surrender the Premises, SAISD may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Premises, and lock out, expel or remove COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages.

12.03 Storage of Property. Any and all property which may be removed from the Premises by SAISD pursuant to the authority of this Lease or applicable law, to which COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of SAISD at the risk, cost and expense of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM.

12.04 Rights Cumulative. All rights and remedies of SAISD herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

12.05 Waiver. Failure of SAISD to declare an event of default immediately upon its occurrence, or any delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but SAISD shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth herein shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy hereunder or at law constitute forfeiture or waiver of any Monthly Rent or other sums due or becoming due. Failure by SAISD to enforce one or more of the remedies provided hereunder or at law upon any event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease. Subject to the provisions related to

InKind Services, SAISD may collect and receive Monthly Rent and other sums due, if any, from COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM without waiving or affecting any rights or remedies that SAISD may have at law or in equity or by virtue of this Lease at the time of such payment. Institution of a forcible detainer action to reenter the Premises shall not be construed to be an election by SAISD to terminate this Lease.

ARTICLE XIII
CERTAIN COVENANTS OF COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM

13.01 Incurring Financial Obligation. Neither COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM nor its employees, contractors or others acting on COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM's behalf shall incur any financial obligation on behalf of the SAISD without the prior written approval of the appropriate SAISD officer authorized to approve such obligations.

ARTICLE XIV
MISCELLANEOUS

14.01 Quiet Enjoyment. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM, subject to the terms and provisions of this Lease and all governmental regulations, upon paying all the rent and observing, keeping and performing all of the covenants, conditions and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons.

14.02 Estoppel and Subordination. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Lease. At the request of either party, any such statement shall be in recordable form and executed within a reasonable time after receipt in writing. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM agrees to execute subordination and other agreements if so requested by any lender with a lien secured by the Premises. Any such subordination may be conditional upon the agreement of such lender to recognize this Lease, and agree not to disturb COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM so long as COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM is not in default hereunder.

14.03 Severability. Except as provided in Section 2.03 ("Legal Compliance"), if any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held

invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.04

14.05 Notices. Any notice to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been given if delivered in person to the address set forth below for the party to whom the notice is given, or if placed in the United States mail, postage prepaid, registered or certified with return receipt requested, addressed to the party at the address set forth below:

If to SAISD: **San Antonio Independent School District**
ATTN: John Prather
1702 N. Alamo Street, Suite 307
San Antonio, TX 78215

If to COSA: MUNICIPAL COURT - **JUVENILE TRUANCY PROGRAM:**

ATTN: Mike Etienne, Ph.D. | Director
Office of EastPoint & Real Estate Services
City of San Antonio
114 W. Commerce Street, 2nd Floor
San Antonio, Texas 78283
Phone: (210) 207-7114 Fax: (210) 207-7888

Any notice or other communication required or permitted to be given will be deemed to have been received three days after deposit in any U.S. Postal Service post office box, postage prepaid, addressed as set forth above. Any notice or other communication delivered by other means will be deemed received only upon delivery to the addressee. Notice may be given by facsimile transmission. The addresses and addressees to which notice is to be given may be changed by written notice given in the manner specified in this Section and actually received by the addressee.

14.06 Surrender. On the last day of the term of this Lease, or upon the earlier termination of this Lease, COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall peaceably and quietly leave, surrender and yield up to SAISD the Premises, broom clean and in good condition, reasonable wear and tear accepted. COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall surrender all keys to said Premises. If COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM fails to do any of the foregoing, SAISD may enter upon, reenter, possess and repossess itself thereof, by force, summary proceedings, ejectment, forcible detainer, or otherwise as permitted by law and may dispossess and remove COSA: MUNICIPAL COURT - JUVENILE TRUANCY

PROGRAM and all persons and property from the Premises. Such dispossession and removal of COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall not constitute a waiver by SAISD of any claims by SAISD against COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM. If COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM does not surrender possession of the Premises at the end of the original scheduled term or upon the sooner termination of this Lease, COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall be a tenant-at-sufferance of SAISD.

14.07 **Reserved**

14.08 Authority. Each person executing this Lease on behalf of each party represents and warrants as to the party represented by such person, that: the party executing the Lease is a duly authorized and existing political subdivision of the State of Texas having full right and authority to enter into this Lease, each person signing on behalf of each party is authorized to do so, and the execution and delivery of the Lease will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement, or other contract or instrument to which such party is a party or by which it may be bound. 14.09 Entire Agreement. This Lease, with the specific references to extrinsic documents, (Exhibit "A") is the entire agreement of the parties; there are, and were, no verbal representations, warranties, understandings, stipulations, agreement or promises pertaining to the subject matter of this Lease or of any expressly mentioned extrinsic documents that are not incorporated in writing in this Lease.

14.09 Reserved

14.10 Amendment. This Lease may not be altered, waived, amended, or extended except by an instrument in writing signed by SAISD and COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM as authorized by City Council action.

14.11 References. All references herein to articles, sections, paragraphs, and subparagraphs are, unless expressly indicated otherwise, references to articles, sections, paragraphs, and subparagraphs of this Lease. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here", and the phrase "this Lease", when used in this Lease shall, unless expressly indicated otherwise, refer to the Lease and any Exhibits or Addenda to this Lease and not to one or the other or to any particular provision or section thereof. All references herein to an "Exhibit," "Addendum," "Annex," "Appendix," "Attachment," "Schedule" or "Rider" are references to exhibits, addenda, annexes, appendices, attachments, schedules or riders and/or attached hereto, all of which are made a part hereof for all purposes, to the same extent and with the same force and effect as if each were set forth herein verbatim, it being further agreed by the COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM and SAISD that if any exhibit, addendum, annex, appendix, attachment, or schedule attached hereto, which is to be executed and delivered, contains blanks, the same shall be completed correctly and in accordance with the terms and

provisions contained and as contemplated herein prior to or at the time of the execution and delivery thereof.

14.12. Environmental.

a. "Environmental Laws" means applicable federal, state, and local laws relating to protection of the public health, welfare, and the environment, including without limitation, those laws relating to the storage, handling, and use of chemicals and other hazardous substances, those relating to the generation, processing, treatment, storage, transport, disposal, or other management of waste materials of any kind, and those relating to the protection of environmentally sensitive areas.

b. "Hazardous Material" means "hazardous substance," "pollution or contaminant," "petroleum," and "natural gas liquids," as those terms are defined by or used in Environmental Laws, or that are regulated because of their effect or potential effect on human health and the environment.

c. "Release" means depositing, spilling, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing.

d. Without having made inquiry, SAISD believes that the Leased Premises and the Property of which the Leased Premises are a part comply with all applicable Environmental Laws. SAISD and COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM must cause their respective employees, agents, contractors, and other persons occupying or present on or about the Property on which the Leased Premises are located (collectively, "Occupants") to comply with all applicable Environmental Laws.

e. Without having made inquiry, SAISD knows of no Release and no threat of Release of any Hazardous Materials on, onto, or from the Leased Premises, nor does SAISD have any knowledge that the Leased Premises have contained or do contain any asbestos, underground or aboveground storage tanks, or "PCBs" or "PCB items," as defined in 40 CFR § 761.3, other than as previously disclosed to COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM.

f. COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM must not allow the Release or use of any Hazardous Material from its use of the Leased Premises on, onto, or from the Property. COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM further must not handle, use, or otherwise manage any Hazardous Material on the Leased Premises or Property in violation of any Environmental Laws or in any but a reasonable and prudent manner.

g. SAISD represents and warrants that SAISD has not received any notice that: (i) the Leased Premises violate any Environmental Law; (ii) it has no knowledge that there has been a Release, or threat of Release, of Hazardous Materials from the Leased Premises; or (iii) it

has no knowledge that the Leased Premises are subject to a lien under any Environmental Laws; and (iv) it has no knowledge that any conditions currently exist, or are reasonably foreseeable, that would give rise to such a notice. In case of receipt of such notice, SAISD must immediately provide COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM a copy.

h. Before the Rent Commencement Date, SAISD must permit COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM and its, representatives and contractors to enter upon the Leased Premises at reasonable times and in a reasonable manner with reasonable prior notice to SAISD to investigate environmental matters. COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM may perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and any other tests, as the COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM, in its reasonable discretion, determines are necessary to identify environmental concerns. The investigation is at COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM's sole cost. COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM must minimize the intrusion upon and inconvenience to SAISD and the ongoing operations at the Leased Premises. If COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM performs any tests that disturb the Leased Premises, COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM must restore the Leased Premises to their condition immediately preceding such disturbance at COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM's sole cost and expense. COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM is responsible for damages arising from its testing on the Leased Premises and for the proper disposal of any wastes generated by its testing.

i. SAISD must indemnify COSA: MUNICIPAL COURT – JUVENILE TRUANCY PROGRAM and its officials, employees, and contractors from loss, cost, liability, or expense (including, but not limited to, attorneys' fees and expenses, including all attorney's fees and expenses incurred by COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM in enforcing this indemnity) arising from or relating to breach of SAISD's environmental representations, warranties, and covenants.

14.13 Successors. Subject to the limitations set forth herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

14.14 Reservations. This Lease is made and accepted subject to all effective conditions, restrictions, and easements of record, if any, in the Deed, Plat, and/or Real Property Records of Bexar County, Texas.

14.15 Force Majeure. Other than for COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM's monetary obligations under this Lease, whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be

liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or not, and not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Any elimination or shutting off of light, air, or view by any structure which may be erected on lands adjacent to the Premises shall in no way affect this Lease or impose any liability or obligation on SAISD.

14.16 Independent Contractor. In performing In-Kind Services pursuant hereto, COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM shall provide services pursuant hereto, as an independent contractor. The parties understand that COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM performs tasks, the details of which the SAISD does not have legal right to control and no such control is assumed by this Lease. This Lease does not create an employment relationship, partnership, or joint venture between the COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM, its subcontractors or employees and the SAISD. Neither the COSA: MUNICIPAL COURT - JUVENILE TRUANCY PROGRAM nor its subcontractors or employees shall be deemed employees of the SAISD for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the SAISD.

14.17 Proprietary Property. Each party agrees that the other party's proprietary property shall not be possessed, used, or disclosed otherwise than may be necessary for the performance of this Lease. Each party agrees that upon termination of this Lease for any reason, absent the prior written consent of the other party, it shall have no right to and shall cease all use of the other party's proprietary property, and shall return all such proprietary property of the other party in its possession to the other party.

14.18 Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

14.19 Liaisons. Each party shall designate a liaison authorized to duly act on behalf of its principal for the day-to-day implementation of this Lease and obligations in this Lease. Such designation shall be in writing and delivered to the other party.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE FIRST WRITTEN ABOVE.

City of San Antonio, Municipal Court - Truancy Program

By:_____

Title: _____
_____

Printed Name:_____

Date:_____

San Antonio Independent School District

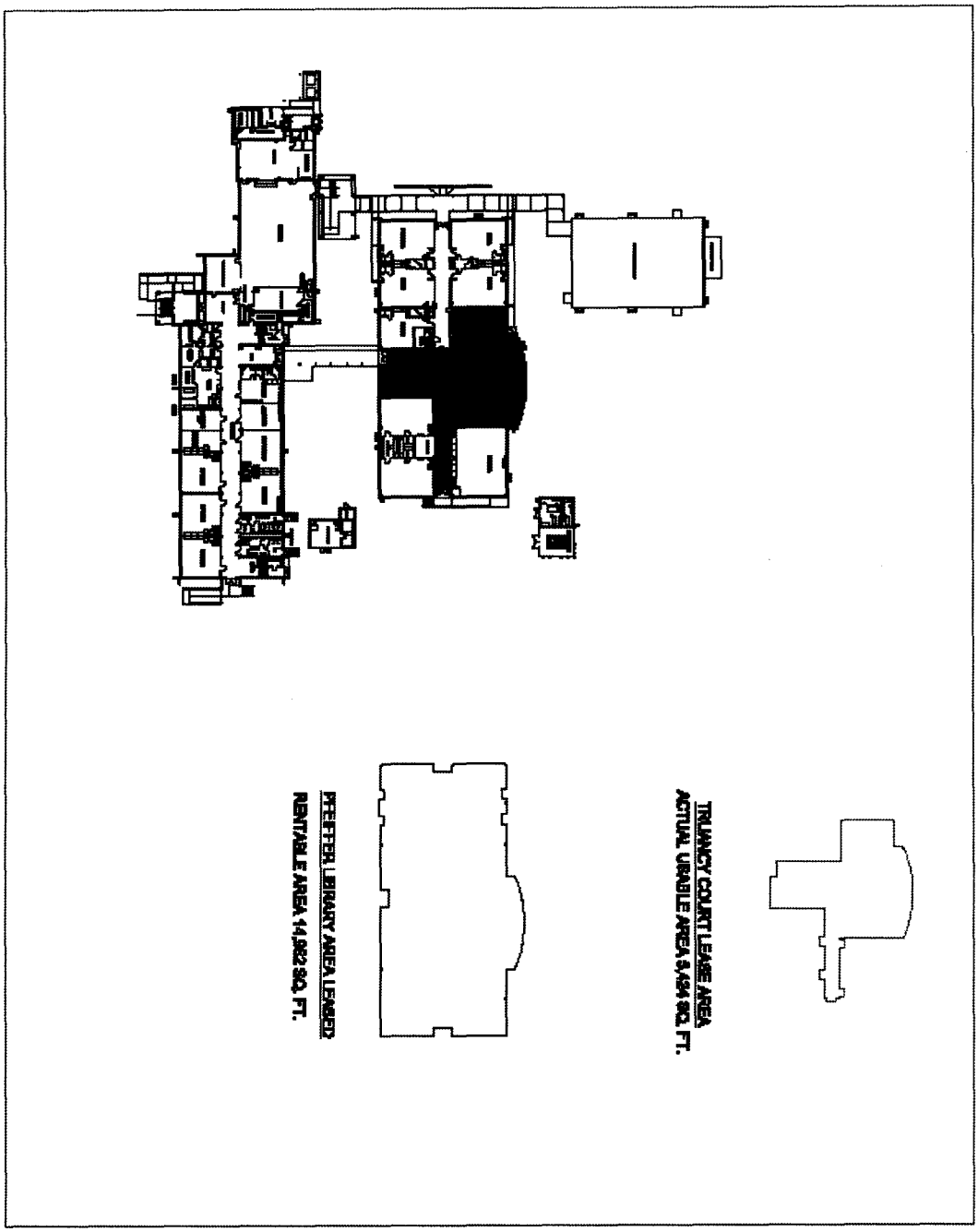
By:_____

Title:

Printed Name:_____

Date:_____

EXHIBIT LIST

Exhibit "A" Descriptions - Floor Plan (rental space outlined) Exhibit "A"

Description
Floor Plan (rental space outlined)