

AN ORDINANCE    2014 - 05 - 08 - 0320

**AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT FOR 53,000 SQUARE FEET OF OFFICE SPACE FOR POLICE DEPARTMENT FUNCTIONS FOR A TEN-YEAR TERM WITH BRASS CENTERVIEW 2012, LLC LOCATED AT 4204 WOODCOCK STREET IN COUNCIL DISTRICT 7 AT THE ANNUAL RATE OF \$927,500.04 DURING THE FIRST YEAR OF THE TERM INCREASING TO AN ANNUAL RATE OF \$1,046,709.00 IN THE TENTH YEAR OF THE TERM.**

\*       \*       \*       \*       \*

**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 execute and deliver on behalf of the City a lease agreement 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, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

**SECTION 2.** Funding in the amount of \$79,765.00 for this ordinance is available for Fund 11001000, Cost Center 1703100001 and General Ledger 5206010, as part of the Fiscal Year 2014 Budget.

**SECTION 3.** The sum of \$152,110.02 is hereby appropriated in the below designated fund and internal orders:

| Amount                    | GL Amount | Fund           | Internal Order |
|---------------------------|-----------|----------------|----------------|
| \$ 16,903.69              | 5206010   | 260281702<br>3 | 117000000187   |
| \$ 22,538.25              | 5206010   | 260281702<br>3 | 117000000185   |
| \$ 33,807.38              | 5206010   | 260281702<br>3 | 117000000184   |
| \$ 33,807.38              | 5206010   | 260281702<br>3 | 117000000186   |
| \$ 11,245.94              | 5206010   | 260281702<br>3 | 117000000189   |
| \$ 33,807.38              | 5206010   | 260281702<br>3 | 117000000188   |
| <b>\$152,110.02 Total</b> |           |                |                |

**SECTION 4.** Payment not to exceed the budgeted amount of \$238,875.02 is authorized to Brass Centerview 2012, LLC and should be encumbered with a purchase order.

**SECTION 5.** Future funding through the term of this lease agreement is contingent upon City Council approval of subsequent fiscal year budgets.

**SECTION 6.** 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 7.** This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

**PASSED AND APPROVED** this 8th day of May, 2014.

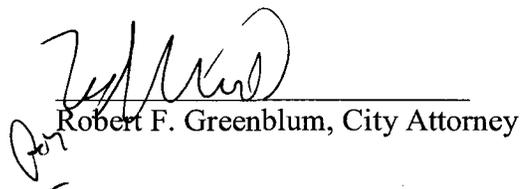


M A Y O R  
Julián Castro

**Attest:**

  
Leticia M. Vacek, City Clerk

**Approved As To Form:**

  
Robert F. Greenblum, City Attorney

| <b>Agenda Item:</b> | 13  |             |     |     |         |        |        |
|---------------------|---|-------------|-----|-----|---------|--------|--------|
| <b>Date:</b>        | 05/08/2014  |             |     |     |         |        |        |
| <b>Time:</b>        | 11:52:35 AM   |             |     |     |         |        |        |
| <b>Vote Type:</b>   | Motion to Approve   |             |     |     |         |        |        |
| <b>Description:</b> | An Ordinance authorizing the execution of a lease agreement for 53,000 square feet of office space for Police Department functions for a ten-year term with Brass Centerview 2012, LLC located at 4204 Woodcock Street in Council District 7 at the annual rate of \$927,500.04 during the first year of the term increasing to an annual rate of \$1,046,709.00 in the tenth year of the term and authorizing the payment of up to \$100,000.00 to Brass Centerview 2012, LLC for improvements to the premises. [Peter Zaroni, Deputy City Manager; Mike Etienne, EastPoint & Real Estate Services Office] |             |     |     |         |        |        |
| <b>Result:</b>      | Passed  |             |     |     |         |        |        |
| Voter               | Group   | Not Present | Yea | Nay | Abstain | Motion | Second |
| Julián Castro       | Mayor   |             | x   |     |         |        |        |
| Diego Bernal        | District 1  |             | x   |     |         | x      |        |
| Ivy R. Taylor       | District 2  |             | x   |     |         |        |        |
| Rebecca Viagran     | District 3  |             | x   |     |         |        | x      |
| Rey Saldaña         | District 4  |             | x   |     |         |        |        |
| Shirley Gonzales    | District 5  |             |     |     | x       |        |        |
| Ray Lopez           | District 6  |             | x   |     |         |        |        |
| Cris Medina         | District 7  | x           |     |     |         |        |        |
| Ron Nirenberg       | District 8  |             | x   |     |         |        |        |
| Joe Krier           | District 9  |             | x   |     |         |        |        |
| Michael Gallagher   | District 10   |             | x   |     |         |        |        |

**Attachment I**

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**Office Lease  
(SAPD/HIDTA Lease)**

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**1. Basic Information, Definitions.**

**Authorizing Ordinance:** XXXX, which shall be attached as Exhibit H to this Lease subsequent to the Binding Date and prior to the Occupancy Commencement Date

**Landlord:** Brass Centerview 2012, LLC

**Landlord's Address:** 4440 Piedras Drive, Suite 150, San Antonio, Texas 78228

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 829966, San Antonio, Texas 78283-3966 (Attention: Manager, Leasing Division)

**Premises:** The 53,000 rentable square feet located in the "Trinity Building" (the "Building") and the surrounding sidewalks and drives located at 4204 Woodcock Street, San Antonio, Bexar County, Texas, 78228 together with the exclusive parking spaces referred to in subsection 2.01, all as outlined in Exhibit A (the "Property") and the rentable square footage is more fully described in the space plan attached as part of Exhibit C.

**Lease or Agreement:** This Office Lease

**Building or Trinity Building:** The Trinity Building located at 4204 Woodcock Street, San Antonio, Bexar Texas, 78228 consisting of 66,721 rentable square feet.

**Permitted Use:** General office use of the Office of the President's High Intensity Drug Trafficking Area administrative offices and/or other City of San Antonio Police Department functions.

**Building Operating Hours:** Monday thru Friday from 6:00 AM to 10:00 PM including holidays and Saturday from 7:00 AM to 2:00 PM.

**Occupancy:** As provided in Section 2.02 of this Agreement.

**Commencement Date:**

**Binding Date:** This agreement is binding on the parties on the later of (A) the effective date of the Authorizing Ordinance or (B) the later of the signatures of the two parties.

**Initial Term:** 10 years beginning the first day of the first full month following the Occupancy Commencement Date.

**Address for Payment of Rent:** Brass Centerview 2012, LLC, 4440 Piedras Drive, Suite 150, San Antonio, Texas 78228.

**Asbestos Survey Deadline:** 30 days from the Binding Date.

**Common Areas:** The Building lobby, elevators, stairwells, restrooms and corridors; the Property streets and driveways, non-exclusive parking space and sidewalks intended for use of all Building tenants. Landlord has exclusive control over and right to manage the Common Areas.

**Essential Services:** (a) HVAC to the Premises reasonable for the Permitted Use (inclusive of needs unique to specialized equipment installed by Landlord as part of the Finish-out Work) during and after Building Operating Hours; (b) hot and cold water for lavatories and drinking; (c) the cleaning and maintenance services on **Exhibit B**; (d) elevator service to provide access to and from the Premises; (e) electricity for normal office machines and the Building's standard lighting reasonable for the Permitted Use; and (f) lighting in Common Areas and fluorescent lights in the Building's standard light fixtures on the Premises.

**Office Park:** Brass Professional Center

**Council or City Council:** The City Council of the City of San Antonio, Texas

**Lease Year:** A full twelve (12) month period during the term of the Lease, with the first Lease Year commencing on the Commencement Date and terminating on the date immediately preceding the anniversary of the first day of the Lease Year. For illustration purposes only, if the Commencement Date is July 1, 2014, the first Lease Year shall be from July 1, 2014 to June 30, 2015, and the second Lease Year shall be from July 1, 2015

to June 30, 2016.

The exhibits to this Lease are:

- Exhibit A: Graphic Depiction of Premises
- Exhibit B: Cleaning and Maintenance Schedule
- Exhibit C: Preliminary Plans and Specifications
- Exhibit D: Occupancy Commencement Memorandum
- Exhibit E: Initial Cost Memorandum
- Exhibit F: Graphic Depiction of Parking
- Exhibit G: Work Letter
- Exhibit H: Authorizing Ordinance

## 2. Grant.

2.01. Landlord leases the Premises to Tenant, and Tenant takes the Premises from Landlord on the terms and conditions of this Lease. As a part of the Lease, Landlord must provide Tenant a total of 300 parking spaces, all at no charge, of which 140 parking spaces are reserved at the Trinity Building and enclosed in a secured, fenced, parking lot adjacent to the Premises (Reserved Parking Spaces) with electronic gate control access. The subject fence is required to be a minimum height of 7 feet and comprised of a 100% solid screen material (e.g., standard wood plank fencing), with card access required for ingress and egress opportunities together provided at two separate locations or from one location with separate dedicated lanes for each. Landlord will provide another 120 parking spaces in surface lots located adjacent to the Trinity Building and the remaining 40 parking spaces at the Amistad Building. Exhibit F graphically depicts parking lot and space location and configuration.

2.02. The Occupancy Commencement Date, which is the date by which Tenant is obliged to commence occupancy, must occur within the following window:

- A. No earlier than the date that a certificate of occupancy for the Premises is issued, or
- B. No later than 30 days after the date the certificate of occupancy for the Premises is issued.

The parties will confirm the actual Occupancy Commencement Date in the Occupancy Commencement Memorandum substantially in the form attached as **Exhibit D**. Tenant must sign or contest Landlord's proposed Occupancy Commencement Memorandum within 30 days of Tenant's receipt of the same or

Landlord's proposed Occupancy Commencement Memorandum shall be deemed accepted and agreed to by Tenant.

2.03. If Landlord has not completed the Finish-out Work by the later to occur (a) of 150 days after the Binding Date, or (b) October 1, 2014, Tenant may choose to cancel this Lease by delivering written notice of termination to Landlord.

2.04. Landlord agrees that the Texas Commission for the Blind is required to vacate the Trinity Building prior to November 1, 2014 so that Tenant will be the sole occupant of the Trinity Building. Furthermore, Landlord acknowledges that the total space available in the Trinity Building is approximately 66,721 SF, but that Tenant is initially occupying only 53,000 SF. Landlord agrees that during the entire Initial Term and any renewal(s), Landlord will not lease any of the remaining space in the Trinity Building other than to Tenant. Notwithstanding this fact, Landlord reserves the right to use any space not considered part of the Premises or the Common Area for storage purposes provided that (i) Landlord can directly access these areas from the Common Area and does not need to enter the Premises and; (ii) the storage purposes are exclusively for Landlord's use and; (iii) the access to the storage areas is on an intermittent basis and does not occur more frequently than reasonably required to access such stored materials not to exceed in any event more than three (3) times per week. Furthermore, Tenant has no obligation to lease any of the remaining space in the Trinity Building from Landlord, but may, in the event Tenant requires additional space during the Initial Term or any renewal(s), request that Landlord make said additional space available for Tenant's use and occupancy. In the event Tenant does request the use of additional space in the Trinity Building, then all Lease terms and conditions for the expansion space shall be the same as this original Lease, including applicable rental amount(s) as determined in section 3. below, except that the Lease term for the additional space shall be equal to any time remaining on the Initial Term or any renewal term of the Lease. Landlord's contribution to the Premises Finish-out Funds or the FF&E Funds, , as those terms are defined in the Exhibit G, Work Letter, for the additional space shall be limited to an amount (expressed on a per square foot basis) equal to a fraction of the actual Premises Finish-out Funds actually expended by Landlord (also expressed on a per square foot basis as confirmed in Exhibit E, Initial Cost Memorandum) contributed by the Landlord for the initial space, said fraction being equal to the number of months remaining on the Initial Term from the date that the expansion space is anticipated to be ready for Tenant's use as numerator and 120 being the denominator. The Director of the department charged with administering this Lease at the time the expansion right is exercised is authorized to exercise the option to expand the leased space on behalf of Tenant without further City Council action.

### 3. Rent.

3.01. Rent is due as of the Occupancy Commencement Date, and will be paid in accordance with the chart below. In the event that the Occupancy Date is not the first of the month, then the rent shall be prorated based on the number of days occurring in that month effective as of the Occupancy Commencement Date with the next rent payment due for a full month.

| MONTHLY RENT      |             |             |             |
|-------------------|-------------|-------------|-------------|
| Period            | HIDTA       | SAPD        | Total       |
| Months 1 to 12    | \$50,239.58 | \$27,052.08 | \$77,291.67 |
| Months 13 to 24   | \$50,875.19 | \$27,394.33 | \$78,269.52 |
| Months 25 to 36   | \$51,529.86 | \$27,746.85 | \$79,276.70 |
| Months 37 to 48   | \$52,204.17 | \$28,109.94 | \$80,314.10 |
| Months 49 to 60   | \$52,898.71 | \$28,483.92 | \$81,382.63 |
| Months 61 to 72   | \$53,614.08 | \$28,869.12 | \$82,483.21 |
| Months 73 to 84   | \$54,350.92 | \$29,265.88 | \$83,616.80 |
| Months 85 to 96   | \$55,109.86 | \$29,674.54 | \$84,784.41 |
| Months 97 to 108  | \$55,891.57 | \$30,095.46 | \$85,987.04 |
| Months 109 to 120 | \$56,696.74 | \$30,529.01 | \$87,225.75 |

3.02. Tenant must pay Rent in the amounts described in this Section 3 in advance on the first day of each month or within 8 days thereafter without penalty. Tenant further may be more than 8 days late (but no more than 30 days late) twice in a calendar year without penalty. On the third and each later occasion in a calendar year on which Tenant is more than 8 days late, Landlord may deliver to Tenant written notice of delinquency. If Tenant does not pay the full amount due within five (5) business days from delivery of Landlord's notice, then Tenant owes a late charge of 5% of the delinquent amount as additional rent. The late charge represents a fair and reasonable estimate of costs Landlord will incur because of the late payment. Interest and late charges are in addition to all Landlord's other rights and remedies.

3.03. If Landlord receives prepaid rent from or for the account of Tenant, Landlord has discretion to decide how to apply the prepaid rent unless expressly stated otherwise in the Lease.

3.04. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except to the extent expressly provided in this Lease to the contrary, all Rent is due without notice, demand, offset or deduction.

3.05. For all purposes under this Lease when a calculation must be made based on the total rentable square feet in the Premises, the calculation must be based on 53,000 rentable square feet, subject to Tenant's right to increase the size of the Premises pursuant to Section 2.04.

#### **4. Term, Renewal.**

4.01. The Term of this Lease is the *Initial Term* and any renewal terms exercised by Tenant pursuant to Section 4.02, unless sooner terminated as provided in this Lease.

4.02. So long as Tenant is not then in default under this Lease, and no event has occurred which with the giving of notice, passage of time, or both, would constitute a default under this Lease, Tenant may renew this Lease for one 5-year term by giving Landlord 120-days' prior written notice before expiration of the previous term. Renewals are on the same terms and conditions as the Initial Term, except for Rent which shall be comprised of two components: (1) base rent equal to \$10.10 per square foot annually during the entire Renewal Term; and (2) operating expense rent for the first Lease Year of the Renewal Term shall be limited to Landlord's actual costs to operate the Premises during the 12 month period ending as of December 31<sup>st</sup> prior to the commencement of the Renewal Term. Calculation of operating expense rent shall be limited to actual expenses incurred to provide the Essential Services and any other building services specifically required by this Lease during that 12 month period and exclude any payments for property tax or other taxes that were delinquent, prepaid, in arrears or otherwise represent more than a single year's tax liability with the overall goal to derive a fair representation of Premises operating costs for a 12 month period. The operating expense portion of the Renewal Term rent will be set for the first 12 months of the Renewal Term and then adjusted upwardly by 3% annually for the remainder of the Renewal Term. Tenant shall not be entitled to a tenant improvement or replacement allowance in connection with the Renewal Term.

4.03. Early Termination: Tenant may terminate the Lease without cause as of the 3<sup>rd</sup> anniversary of the Occupancy Commencement Date and annually thereafter on the condition that Tenant give Landlord 180 day's written notice. Tenant's right to terminate is further conditioned on Tenant paying to Landlord the unamortized portion (calculated on a straight line basis over the Initial Term) of the costs incurred by Landlord to build out the Premises in accordance with the Construction Plans and provide the Premises Finish-out Funds and the FF&E Funds stated on the Initial Cost Memorandum, Exhibit E (the "Unamortized Leasing Costs"). If Tenant exercises this early termination right, costs will be amortized using a straight line method over the

Initial Term (or, in the case of sums advanced during the Renewal Term, over the Renewal Term) at no cost for interest. Landlord acknowledges and agrees that Tenant is limited to paying only appropriated funds. Tenant shall remain liable for all Rent, and other amounts due hereunder up to and including the date of early termination even if billings for such amounts may occur subsequent to the early termination date.

**TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD HAS MADE SIGNIFICANT COMMITMENTS UNDER THIS LEASE TO PREPARE THE PREMISES FOR TENANT'S USE AND TO FACILITATE THE RE-LOCATION OF TENANT'S OPERATIONS TO THE PREMISES. THE UNAMORTIZED LEASING COSTS ARE A REASONABLE ESTIMATE OF THE DAMAGES THAT LANDLORD IS LIKELY TO SUFFER IN THE EVENT THAT THIS LEASE IS TERMINATED BY LANDLORD OR TENANT PRIOR TO THE END OF THE INITIAL TERM OF THE LEASE.**

#### **5. Tenant's Affirmative Promises.**

Tenant promises that it will:

5.01. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (c) any rules and regulations for the Building and Common Areas adopted by Landlord from time to time; (d) keep the Premises and fixtures in good working order, and; (e) repair and replace special equipment or decorative treatments above Landlord's Work installed by or at Tenant's request that serve the Premises only. Repairs or replacements required under subsection 5.01 (d) and (e) shall be made within a reasonable time (depending on the nature of the repair or replacements needed) after Tenant's receipt of notice or actual knowledge of Tenant of the need for a repair or replacement.

5.02. Obtain and pay for all cable TV services, telephone services and internet communication services used, or contracted for, by Tenant and/or its Tenant Authorized Occupants. "Tenant Authorized Occupants" means the entities and agencies that are designated as members of the HIDTA task force.

5.03. Allow Landlord to enter the Premises to perform Landlord's obligations, to inspect, repair and maintain the Premises, and show the Premises to prospective purchasers, lenders or investors.

5.04. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are obligations of Landlord.

5.05. Vacate the Premises, surrender the Premises to Landlord in broom clean condition and return all keys to the Premises promptly upon expiration of the Term, subject to any holdover rights expressly set forth in this Lease. On surrender, Tenant shall upon request by Landlord remove from the Premises its personal property, trade fixtures, and any alterations required to be removed by Landlord and repair any damage to the Premises caused by the removal within ten (10) days after vacating the Premises. Any items not removed by Tenant as required above shall be considered abandoned. Landlord may dispose of abandoned items as Landlord chooses and bill Tenant for the cost of their disposal, minus any net revenues received by Landlord for their disposal.

## **6. Tenant's Negative Promises.**

Tenant promises that it will not:

6.01. Create a nuisance including with respect to other tenants or the Office Park.

6.02. Interfere with any normal business operations or Landlord's management of the Building or the Office Park.

6.03. Permit waste.

6.04. Use the Premises in any way that would increase insurance premiums, trigger additional insurance coverage by Landlord's mortgagee, or void insurance on the Building.

6.05. Change, alter or disable Landlord's lock system or any one or more individual locks. Notwithstanding this fact, Landlord recognizes that the Premises is used for law enforcement purposes and as such, access to certain rooms in the Premises is limited, as a result, from time to time, Tenant shall be allowed to re-key interior doors as necessary and not provide keys to Landlord.

6.06. Alter the Premises.

6.07. Allow a lien to be placed on the Premises, the Building, any portion of the Office Park, or Tenant's interest under this Lease, and will not bind, or attempt to bind, the Landlord for the payment of any money in connection with the

construction, repair, alteration, addition, or reconstruction in, on, or about the Premises.

6.08. Except as to assignment or sublet of all or any portion of the Premises to an affiliate of Tenant, which right Tenant shall automatically have, Tenant shall not assign this lease or sublease any portion of the Premises without Landlord's written consent, which must not be unreasonably withheld the terms of which are as provided in more detail in Section 28 of this Lease.

6.09. Tenant shall not place or operate in the Premises any electrically operated equipment or other machinery, other than personal computers, reproduction machines, fax machines, radio equipment and other machinery and equipment normally used in offices for law enforcement purposes, unless installed by Landlord as part of Landlord's Work or Tenant receives Landlord's advance written consent. Landlord shall not unreasonably withhold or delay its consent, but Landlord may require payment for the extra use of electricity caused by operating this equipment or machinery (to the extent that such electricity charges are not billed directly to tenant by City Public Service). Landlord may require that special, high electricity consumption installations of Tenant such as computer or reproduction facilities (except personal computers or normal office photocopy machines) be separately sub-metered for electrical consumption at Tenant's cost. Tenant's charges for the utilities provided under this Section 6.09 shall be: one hundred ten percent (110%) of Landlord's actual cost of supplying the utilities. Tenant's failure to pay the charges above within thirty (30) days of receiving a proper and correct invoice shall entitle Landlord to the same remedies it has upon Tenant's failure to timely pay Rent.

## **7. Landlord's Affirmative Promises.**

Landlord promises that it will:

7.01. Lease to Tenant the Premises for the entire Term, beginning on the Occupancy Commencement Date.

7.02. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas, except to the extent such compliance is the obligation of Tenant under this Lease.

7.03. Provide the Essential Services.

7.04. Repair, replace, and maintain the (a) roof, (b) foundation, (c) Common Areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, (e) HVAC including HVAC equipment installed by Landlord serving any specialty

equipment installed in the Premises, wiring, and plumbing, (f) floors including carpeting or similar floor covering, to the extent necessitated by normal wear and tear, (g) damage to Tenant's improvements, including concealed mechanical systems, caused by failure or malfunctioning of building features or equipment for which Landlord is responsible, (h) fire extinguishers and other fire and life safety devices, (i) other structures or equipment serving the Premises, (j) the exclusive parking area, and (k) all other parts of the Premises the repair, replacement, and maintenance of which is not otherwise expressly allocated to Tenant.

7.05. Deliver to Tenant an Asbestos Survey of the Premises and the Building not later than Asbestos Survey Deadline, in accordance with the provisions of § 6-293 of the City Code of the City of San Antonio, Texas.

7.06. Timely pay when due all charges for utility services to the Premises, except for services the payment of which are expressly allocated to Tenant.

7.07. Pay all property taxes assessed against the property of which the Premises are part before the assessment of interest or penalties for late payment exclusive of any taxes assessed against the personal property or trade fixtures of Tenant.

7.08. Allow Tenant the nonexclusive right to use the Common Areas subject to reasonable rules and regulations that Landlord may prescribe from time to time.

7.09. Furnish and provide for all fire and other life safety alarm monitoring and maintenance services including any required elevator monitoring devices.

7.10. Provide the Premises Finish-out Funds and the FF&E Funds in accordance with the Work Letter, and complete the Premises Finish-out in accordance with the Construction Plans, as detailed in the Work Letter attached as Exhibit G.

7.11. Finish out the Premises with the partitions shown on Exhibit C ("Landlord's Work") no later than the Occupancy Commencement Date. All carpets, colors, door knobs, fittings, cabinets, laminates and other finish-out details must be building standard or better.

7.12. Subsequent to the Binding Date and prior to the Occupancy Commencement Date, Landlord must pay an amount not to exceed \$167,000.00 to (i) a third party as directed by Tenant and/or (ii) as a lump sum reimbursement paid directly to Tenant as reimbursement of holdover rent actually incurred by Tenant pursuant to its existing lease arrangement and/or (iii) as a rent rebate starting on the

Occupancy Commencement Date until the actual debt incurred by Tenant for holdover rent has been fully accounted for. Furthermore, if the Occupancy Commencement Date has not occurred by June 30, 2014, Landlord agrees to make additional payments as directed by Tenant in the amount of \$32,000.00 for each month (such amount being prorated based on partial holdover months) or portion thereof that the Occupancy Commencement Date has not occurred after July 1, 2014, subject to adjustment based on any delay caused by Tenant as that concept is defined in the Work Letter attached hereto as Exhibit G.

**8. Landlord’s Negative Promises.**

Landlord promises that it will not:

8.01. Interfere with Tenant’s possession of the Premises as long as Tenant is not in default.

8.02. Unreasonably withhold consent to a proposed assignment or sublease as provided in Section 28 of this Lease.

**9. Repair, Maintenance, and Replacement Responsibilities.**

Landlord and Tenant each must repair, maintain, and replace, if necessary, any building component allocated to it in the table below:

| <i>Item</i>                         | <i>Tenant<br/>Responsibility</i> | <i>Landlord<br/>Responsibility</i> |
|-------------------------------------|----------------------------------|------------------------------------|
| Janitorial Services to Premises     | No                               | Yes                                |
| Janitorial Services to Common Areas | No                               | Yes                                |
| Utility Services                    | No                               | Yes                                |
| Parking Lot Maintenance             | No                               | Yes                                |
| Landscaping                         | No                               | Yes                                |
| Exposed Electrical Systems          | No                               | Yes                                |
| Light bulbs and tubes               | No                               | Yes                                |
| Concealed Electrical Systems        | No                               | Yes                                |

|   |    |     |
|---|----|-----|
| Exposed Plumbing Systems                                    | No | Yes |
| Concealed Plumbing Systems including under slab drain lines | No | Yes |
| HVAC Systems  | No | Yes |
| Pest Control Services                                       | No | Yes |

Notwithstanding the foregoing, to the extent that the negligence or willful misconduct of Tenant or Tenant's Authorized Occupants results in damage to the systems described above, Tenant shall be responsible for reimbursement to Landlord of resulting expenses, including a 10% administration fee.

**10. Alterations.**

Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Occupancy Commencement Date, normal wear and tear excepted. This section does not authorize Tenant to make any physical additions or improvements to the Premises not otherwise expressly permitted under this Lease or otherwise approved in writing by Landlord.

**11. Insurance.**

11.01. Tenant will self-insure as it deems advisable against property loss. As a political subdivision of the State of Texas, Tenant is subject to the Texas Tort Claims Act, and the obligations of Tenant and the rights of persons claiming against Tenant are subject to that Act.

11.02. Landlord must maintain Commercial General Liability insurance of not less than \$1,000,000 and property and casualty insurance for physical damage to the Premises in the amount of 100% of replacement cost.

11.02.01. Each insurance policy of Landlord required by this Lease must contain the following clauses:

“This insurance cannot be canceled, limited in scope or coverage, or non-renewed until after 60-days' prior written notice has been given to:

City Clerk, City of San Antonio  
City Hall/2nd Floor  
P. O. Box 839966  
San Antonio, Texas 78283-3966  
Attention: Risk Manager

and

Department of EastPoint & Real Estate  
Services  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Attention: Director"

"The insurance provided by Landlord is primary to any insurance or self-insurance maintained by the City of San Antonio."

"Any insurance or self-insurance maintained by the City of San Antonio applies in excess of, and does not contribute with, insurance provided by this policy."

Each insurance policy required by this Lease must contain the following clause:

"The City of San Antonio, its officials, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under this Lease with the City of San Antonio. This policy cannot be invalidated as to Tenant because of Landlord's breach of representation, warranty, declaration, or condition of this policy."

11.02.02. Within 30 days after the Occupancy Commencement Date and promptly after Tenant's later request, Landlord must, at its own expense, deliver certificates to Tenant's Risk Manager and to the City Clerk, reflecting all required insurance coverage, together with copies of policies and endorsements. All endorsements and certificates must be signed by an authorized representative of the insurance company and must include the signatory's company affiliation and title. If requested by Tenant, Landlord will request on behalf of Tenant documentation acceptable to Tenant that confirms that the individual signing the endorsements and certificates is authorized to do so by the insurance company. Tenant may request changes in policy terms, conditions, limitations, or exclusions (except where established by law); provided, however, that such changes must comply with the minimum insurance requirements of Landlord's mortgagee, if any. If Tenant does so and the changes would increase premiums, Tenant will discuss the changes. If Tenant still wants the changes after discussion,

Landlord must make the changes and Tenant will pay the cost thereof within 30 days of Landlord's written request for same. If Tenant fails to pay such amounts, Landlord may have the changes rescinded. Tenant's review and approval of a certificate does not waive the certificate's noncompliance with the requirements of this Lease.

11.02.03. The Notices and Certificates of Insurance must be provided to the same addresses as for notices of cancellation.

## **12. Release of Claims, Subrogation.**

The insurance requirements of this Lease are a bargained-for allocation of risk of loss. Landlord and Tenant each release the other from claims arising from injury or loss to either of them or to third parties to which they are liable, if the injury or loss is covered insurance the waiving party is required by this Lease to maintain, whether or not the party actually has the insurance ("Covered Claims"). This release is additional to and does not limit any other release contained in this lease. Landlord and Tenant, to the maximum extent allowable without causing cancellation of a required policy, will require their insurers to waive subrogation against each other for Covered Claims.

## **13. Indemnity.**

13.01. These definitions apply to the indemnity provisions of this Contract:

13.01.01. "Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising out of acts or omissions of any person other than an Indemnitee that give rise to assertions of Indemnitee liability under this Contract, whether or not the person is a party to this agreement. Indemnified Claims include attorneys' fees and court costs and include claims arising from property damage and from personal or bodily injury, including death.

13.01.02. "Indemnitees" means the City of San Antonio and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.

13.01.03. "Indemnitor" means Landlord.

**13.02. Indemnitor must indemnify Indemnitees, individually and collectively, from all Indemnified Claims.**

**13.03. If Indemnitor and one or more Indemnitees are finally adjudged to be jointly liable for Indemnified Claim, Indemnitor need not further indemnify the so-adjudged Indemnitees from liability arising from the Indemnitees' adjudicated share of liability. But despite allegations of Indemnitee negligence, Indemnitor must nevertheless defend all Indemnitees until final adjudication. Indemnitor may not recover sums previously spent defending or otherwise indemnifying the Indemnitee who has been adjudged to be negligent and must continue to indemnify other Indemnitees.**

13.04. There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of Indemnitees..

13.05. Indemnitor must promptly advise the City of San Antonio in writing of any Indemnified Claim and must, at its own cost, investigate and defend the Indemnified Claim. Whether or not the City of San Antonio is an Indemnitee as to a particular Indemnified Claim, the City of San Antonio may require Indemnitor to replace the counsel Indemnitor has hired to defend Indemnitees. The City may also require Indemnitor to hire specific-named counsel for so long as the named counsel's hourly rates do not exceed the usual and customary charges for counsel handling sophisticated and complex litigation in the locale where the suit is pending. No such actions release or impair Indemnitor's obligations under this indemnity paragraph, including its obligation to pay for the counsel selected by City. Regardless of who selects the counsel, the counsel's clients are Indemnitees, not Indemnitor.

13.06. In addition to the indemnity required under this Contract, each Indemnitee may, at its own expense, participate in its defense by counsel of its choosing without relieving or impairing Indemnitor's obligations under this indemnity paragraph.

13.07. Indemnitor may not settle any Indemnified Claim without the consent of the City of San Antonio, whether or not the City is an Indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by Indemnitor and (B) the proposed settlement does not contain an admission of liability or wrongdoing by any Indemnitee. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of San Antonio is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.

13.08. Nothing in this Contract waives governmental immunity or other

defenses of Indemnitees under applicable law.

13.09. If, for whatever reason, a court refuses to enforce this indemnity as written, and only in that case, the parties must contribute to any Indemnified Claim 5% by the Indemnitees and 95% by the Indemnitor. Indemnitor need look only to the City of San Antonio for Indemnitees' 5% if the City of San Antonio is an Indemnified Party as to a particular Indemnified Claim.

#### **14. Casualty: Total or Partial Destruction.**

14.01. If the Premises are damaged by casualty and can be restored within 90 days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and all leasehold improvements within the Premises, including interior partitions, ceilings, wiring, light fixtures, and plumbing. Restoration must be to substantially the same condition existing before the casualty. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within 90 days from the loss, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

14.02. If the Premises cannot be restored within 90 days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within 10 days. If Tenant does not terminate this lease, the lease will continue, and Landlord will restore the Premises as provided above.

14.03. During the period before Landlord completes restoration, the Rent will be adjusted as may be fair and reasonable.

14.04. As with the insurance requirements, the rebuilding obligations of this paragraph are a bargained-for allocation of risk.

#### **15. Condemnation: Substantial or Partial Taking.**

15.01. If the Premises or any portion of them or any portion of the Building required for the reasonable access to, or the reasonable use of the Premises are taken by eminent domain, or sale in lieu of eminent domain, by any entity other than Tenant, the Lease automatically terminates as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first.

15.02. If entire Premises are not taken, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

15.03. Tenant has no claim to the condemnation award or proceeds in lieu of condemnation.

15.04. If title to a part of the Building other than the Premises is condemned, and in Landlord's reasonable opinion, the Building should be restored in a manner that materially alters the Premises, Landlord may cancel this Lease by giving notice to Tenant. Cancellation notice shall be given within one hundred and eighty (180) days following the date title vested. This Lease shall end on the date specified in the cancellation notice, which date shall be at least one hundred and eighty (180) days after the date notice is given.

15.05 If part or all of the Premises are condemned for a limited period of time (Temporary Condemnation), this Lease shall remain in effect. The Rent and Additional Rent and Tenant's obligations for the part of the Premises taken shall abate during the Temporary Condemnation in proportion to the part of the Premises that Tenant is unable to use in its business operations as a result of the Temporary Condemnation if such taking affects the Building of which the Premises is part. However, if a portion of the parking as provided in Section 2.01 herein is taken for Temporary Condemnation Landlord must, at its sole cost and expense, provide replacement parking on a space for space basis within 500 feet of the Building of which the Premises is part. Additionally, if any part of the Temporary Condemnation results in the taking of any portion of the Reserved Parking Spaces, then rent shall be abated at the rate of \$25.00 per space, per month for each Reserved Parking Space taken. Landlord shall receive the entire award for any Temporary Condemnation.

## **16. Holdover.**

16.01. If the Lease has not been earlier terminated according to its terms and Tenant is current on rent, both after the Initial Term and after any renewals provided for in this instrument, Tenant may hold-over for up to six additional months on a month-to-month basis. Tenant need not give advance notice of intent to exercise this hold-over right, and it need not hold over all of the allowable six months. The rent during a holdover is the same as the rent in effect as of the last month of the Initial Term and any renewal period, and all other terms of this Lease apply. In the event Tenant holds over for more than four (4) months, then rent will increase to 125% of the monthly rent for the term being held over on a month-to-month basis. Council's authorization of this instrument is authority for the City as Tenant to enter into the

hold-over period without further council action if the Director of the department then managing this Lease on behalf of the City of San Antonio deems the holdover beneficial. Notwithstanding the foregoing, in the event that Landlord has executed a letter of intent with a prospective tenant for all or any portion of the Premises, then Tenant's holdover rights shall be limited to (i) 90 days from the receipt by Tenant of notice that Landlord has executed a letter of intent, if such notice is received prior to the expiration of the then-current Term; or (ii) 60 days from the receipt of such notice, if such notice is received by Tenant after expiration of the then-current term.

16.02. Subject to the last sentence of Section 16.01, if prior notice is required to initiate a renewal under this Lease, the required notice period may include time in the hold-over period. If the required notice of renewal is less than the hold-over period, Tenant may deliver notice in the hold-over period.

16.03. Whenever this Lease refers to its term, events to occur during the term, or rights and obligations of Landlord and Tenant during the term, a hold-over period is considered a part of the term.

## **17. Default.**

17.01. *Default by Landlord.* Defaults by Landlord are (i) failing to comply with any provision of this lease within 30 days after written notice, or such longer period of time as may reasonably be required for Landlord to cure such failure, provided Tenant agrees in writing to such longer period; (ii) failing to provide Essential Services to Tenant within 10 days after written notice and; (iii) failure to timely pay for utility services the payment of which is allocated to Landlord under this Lease; and (iv) failure to pay property taxes before assessment of interest or penalty.

17.02. *Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within 30 days after default, terminate this lease. If a utility service the payment of which is allocated to Landlord is in imminent threat of being terminated, Tenant may, without prior notice to Landlord, pay some or all the charges and deduct the entire amount paid against the next occurring Rent payment. Further, if Landlord is in default to reimburse Tenant for costs associated with qualified expenses from the Premises Finish-out Funds or the FF&E Funds, Tenant may, without prior notice to Landlord, deduct amounts paid against the next occurring Rent payment.

17.03. *Default by Tenant.* Defaults by Tenant are (a) failing to pay timely Rent, subject to the provision established in Section 3.02 of the Lease (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten

days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above or such longer period of time as may reasonably be required for Tenant to cure such failure, provided Landlord agrees in writing to such longer period.

17.04. *Landlord's Remedies.* If Tenant defaults under this Lease then at any time thereafter Landlord may at its option:

A. terminate this Lease and Tenant's right to possession of the Premises.

B. without terminating this Lease, reenter, take possession of the Premises and remove all persons and property there from (such property as may be removed may be stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant), all with notice and legal process.

C. *Statutory Remedies.* If Tenant is in Default for nonpayment of Rent and if Tenant fails to pay same in full when due, then Landlord shall be entitled to change or modify door locks on all entry doors of the Premises and Tenant shall not be entitled to a key to re-enter the Premises until all delinquent Rent is paid in full; provided, however, Landlord shall immediately thereafter post a notice on an entry door to the Premises, stating that Landlord has exercised such lockout rights. If Tenant vacates or abandons the Premises or any significant portion thereof, Landlord may permanently change the locks without notice to Tenant, and Tenant shall not be entitled to a key to re-enter the Premises. The two preceding sentences shall supersede any conflicting provisions of Section 93.002 of the Texas Property Code or any successor statute.

17.05. *Waiver of Liens.* As required by Article XI, § 9 of the Texas Constitution, Landlord waives all common law and statutory liens in the property of Tenant, including the lien that might otherwise arise under § 54.021 of the Texas Property Code.

## **18. Warranty Disclaimer; As Is, Where Is.**

**18.01 There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this Lease, and there are no warranties that extend beyond those expressly stated in this lease, and Landlord.**

**18.02. Tenant agrees that no representations respecting the condition of the Premises, and no promises to decorate, alter, repair, or improve the**

**Premises, either before or after the execution hereof, have been made by the Landlord or its agents to the Tenant unless the same are expressly contained herein or made a part hereof by a specific reference herein.**

## **19. Environmental.**

19.01. "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.

19.02. "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.

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

19.04. Landlord represents that, to Landlord's knowledge, the Premises and the property of which the Premises are a part, if applicable, comply with all applicable Environmental Laws as of the Binding Date.

19.05. Landlord represents and warrants in writing that there has been no Release of Hazardous Material and that the Premises does not contain any asbestos, underground or aboveground storage tanks, or "PCBs" or "PCB items," as defined in 40 CFR § 761.3.

19.06. Tenant represents, warrants and covenants, as applicable, to Landlord that:

- (A) The conduct of Tenant's business at the Premises does not involve and will not involve under operating methods presently intended to be utilized the use, handling, generation, manufacture, production, discharge, treatment, removal, transport, or disposal of any Hazardous Material, except those Hazardous Materials that (i) are normally found in an office environment; or (ii) that may be encountered during the course of a police investigation; provided, however, that with respect to Hazardous Materials relating to police investigations, Tenant shall handle such

materials in accordance with the practice and policies of Tenant concerning the storage and handling of controlled substances. Additionally, Tenant shall not bring, nor permit to be brought, any Hazardous Material into the Premises, the presence of which could reasonably be expected to result in increased insurance cost to Landlord.

(B) The conduct of Tenant's business at the Premises does not and will not under operating methods presently intended to be utilized require the issuance to or possession by Tenant of any license, permit, or other governmental or quasi-governmental consent or approval relating to the use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal, or presence of Hazardous Materials (the "Environmental Permits").

(C) In the event of any release of Hazardous Materials on the Premises by Tenant or any of Tenant's Authorized Occupants, then Tenant shall agree to timely notify Landlord and any other entities as required by State law and Tenant shall be solely responsible for the costs associated with any cleanup related to the release. Any release of Hazardous Materials which are not caused by the acts or omissions of Tenant or Tenant's Authorized Occupants are specifically excluded from this provision. Additionally, Tenant shall have no obligation to address any environmental condition (latent or otherwise) which exists prior to the Binding Date.

19.07. Landlord represents and warrants that, with regard to activities and conditions on the Property, Landlord has not given, nor was it required to give, and Landlord has not received, any notice that: (i) the Property violates any Environmental Law; (ii) there has been a Release, or threat of Release, of Hazardous Materials from the Property; (iii) the Landlord may be or is liable, in whole or in part, for costs of cleaning up, remediating, removing, or responding to a Hazardous Materials release; or (iv) the Property is subject to a lien under any Environmental Laws; and (v) no conditions currently exist, or are reasonably foreseeable, that would give rise to such a notice. In case of receipt of such notice, Landlord must immediately provide Tenant a copy.

19.08. Within fifteen (15) days after the Binding Date, Landlord must permit Tenant and its representatives and contractors to enter upon the Premises at reasonable times and in a reasonable manner to investigate environmental matters. Tenant may perform, or have performed a Phase I environmental assessment on the Premises. No additional environmental investigations beyond a Phase I environmental assessment may be performed by Tenant without Landlord's prior

written consent, which consent may be withheld in Landlord's sole discretion. In the event Landlord withholds its consent to allow Tenant to proceed with further environmental assessment, then Tenant shall have the right to terminate this Lease. The investigation is at Tenant's sole cost. Tenant must minimize the intrusion upon and inconvenience to Landlord and the ongoing operations at the Premises. If Tenant performs any tests that disturb the Property, Tenant must restore the Property. Tenant is responsible for damages arising from its testing on the Property and for the proper disposal of any wastes generated by its testing.

19.09. Landlord agrees to indemnify the Tenant Indemnitees from loss, cost, liability, or expense (including, but not limited to, attorneys' fees and expenses, including all attorney's fees and expenses incurred by Tenant in enforcing this indemnity) arising from or relating to breach of Landlord's environmental representations, warranties, and covenants.

## **20. Appropriations.**

All obligations of the City of San Antonio under this instrument are funded subject to the discretion of City Council whether to appropriate funding. If the City Council fails to appropriate money for any obligation under this agreement (an "Event of Non-Appropriation"), the City may terminate this agreement and have no further liability. Upon the occurrence of an Event of Non-Appropriation, the City agrees to peaceably surrender possession of the Premises and all other fixtures and personal property purchased, directly or indirectly, with the Landlord funds, including without limitation, the Premises Finish-out Funds and the FF&E Funds (as described in Exhibit E to this Lease).

## **21. Dispute Resolution.**

21.01. Before bringing any action arising out of this agreement, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

21.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a

reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

21.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

21.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

21.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

21.06. Mediator fees must be borne equally.

21.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for Landlord to seek forcible entry and detainer relief against Tenant.

## **22. Prohibited Interests in Contracts.**

22.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

22.02. Landlord warrants and certifies as follows:

- (i) Landlord and its officers, employees and agents are neither officers nor employees of the City.
- (ii) Landlord has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

22.03. Landlord acknowledges that City's reliance on the above warranties and certifications is reasonable.

### 23. Miscellaneous.

23.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.

23.02. *Severability.* If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder. Furthermore, should any provision of this Lease be found to be invalid or unenforceable, then same shall be reformed to the extent necessary to be valid and enforceable under applicable law.

23.03. *Successors.* This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

23.04. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

23.05. *Modification.* This Agreement may be changed only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to that restriction, any of this Agreement's terms may be modified by the party entitled to their benefit, but no modification, express or implied, affects the right of the modifying party either (i) to apply any other term or condition or (ii) to apply the same term or condition to a later or earlier occasion. Any modification

of this Lease must be authorized by an ordinance adopted by City Council that specifically addresses the modification.

23.06. *Third Party Beneficiaries.* This Agreement benefits the parties and their successors and permitted assigns only. It has no third party beneficiaries.

23.07. *Notices.* Notices must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning of this Lease. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice in accordance with this Section 23.07.

23.08. *Captions.* Paragraph captions are for ease of reference only and do not affect the interpretation.

23.09. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

23.10. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be necessary to effect fully the provisions hereof. But no such additional documents can alter the rights or obligations of the parties stated in this agreement.

23.11. *Administrative Agreements.* The director of the department in which City's leasing personnel are employed may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this Lease and may declare defaults and pursue remedies for such defaults. This paragraph does not authorize lease amendments or renewals without council consent.

23.12. *Conflicts Between Numbers Stated Two Ways.* Whenever this lease states numbers more than one way, either by using both words and numerals or by stating a fixed amount and a calculation for arriving at an amount, and there is a conflict, the highest number controls.

23.13. *Quiet Enjoyment.* As long as Tenant pays the rent and other charges under this lease and observes the covenants and terms of this lease,

Tenant will lawfully and quietly hold, occupy, and enjoy the Premises during the lease term without being disturbed by Landlord or any person claiming under Landlord, except for any portion of the Premises that is taken under the power of eminent domain. Further, Tenant acknowledges that Landlord owns other buildings in the area and that all of the tenants now or hereafter located in any portion of the Office Park are entitled to respectful and quiet enjoyment. Tenant shall not interfere with such quiet enjoyment or perform or permit any acts or omissions causing a nuisance which may interfere with such other parties' quiet enjoyment.

23.14. *Incorporation of Exhibits.* All exhibits to this Lease are incorporated into it for all purposes as if fully set forth.

23.15. *Limitation on Liability.* Anything in the Lease to the contrary notwithstanding, in consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that, in the event of any actual or alleged failure, breach or default hereunder by Landlord. Tenant's recourse against Landlord for monetary damages will be limited to the value of the Building. The obligations under this Lease do not constitute personal obligations of the direct and indirect partners, directors, officers, members or shareholders of Landlord, any member of Landlord, or any affiliate of Landlord, and Tenant shall not seek recourse against the direct and indirect partners, directors, officers, members or shareholders of Landlord, any member of Landlord, or any affiliate of Landlord, or any of their personal assets for satisfaction of any liability in respect to the Lease

23.16. *Time is of the Essence.* Time is of the essence of each provision of this Lease.

23.17. *Mold.* It is agreed and understood that mold spores are present essentially everywhere. Tenant acknowledges and understands that mold can grow in any moist location, including within the Premises. Tenant acknowledges the necessity of good housekeeping, ventilation and moisture control (especially in kitchens, bathrooms, beneath cabinets and around outside walls) for mold prevention. Tenant agrees to immediately notify Landlord if Tenant observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate, make recommendations and take appropriate corrective action.

## **24. Public Information.**

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

**25. Security Deposit.**

Tenant will not be required to pay a Security Deposit.

**26. Brokerage Fees.**

Landlord represents to Tenant that Landlord has not dealt with any broker regarding this Lease other than Magi Real Estate. Tenant represents to Landlord that Tenant has not dealt with any broker regarding this Lease other than Providence Commercial Real Estate Services, Inc. Landlord shall be solely responsible for payment of any brokerage commission due to Magi Real Estate and Providence Real Estate based on agreement these brokerage firms have independently entered into. The parties expect that Magi Real Estate will share its commission with Providence Commercial Real Estate Services, Inc. In no event shall the Tenant be responsible for payment of any brokerage commissions associated with this Lease.

**27. Subordination and Estoppel Certificates.**

27.01. *Subordination.* This Lease is subject and subordinate to any mortgage or deed of trust which may encumber the Property as of the Binding Date ("Prior Loan"). This clause shall be self-operative and no further instrument of subordination, however, Tenant shall, at Landlord's request, or upon the request of Landlord's mortgagee, execute promptly any certificate or instrument evidencing such subordination that Landlord, or Landlord's mortgagee, may request. In the event of the enforcement by the trustee or the beneficiary under deed of trust related to the Prior Loan or other remedies provided for by law or by such Prior Loan, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease, and Tenant shall execute such instruments as said successor-in-interest may reasonably require to evidence same.

Notwithstanding anything in this Paragraph or elsewhere in this Lease to the contrary, Tenant agrees that if any person succeeds to the interest of the Landlord hereunder directly or indirectly as a result of any proceedings brought for the foreclosure of, or exercise of power for sale under, any mortgage or deed of trust as

referred to above or as a transferee by deed in lieu of foreclosure or in lieu of such exercise of the power of sale, Tenant will attorn to such person only at the written request of such person (regardless of whether or not the Landlord shall have made such a request)

27.02. *Estoppel Certificates.* Within ten (10) business days after notice from Landlord, Tenant shall execute and deliver to Landlord a certificate stating such matters reflecting the status of this Lease or the Premises as Landlord, Landlord's lender, purchaser, or ground Landlord, or other reasonably interested party may reasonably request. If Tenant shall fail to deliver the certificate within 10 business days, provided that Tenant has not objected to the certificate and has not provided alternative language, then any representations of Landlord respecting the matters covered by the certificate shall be conclusively presumed to be accurate. However, Tenant's default shall not be cured thereby, and Tenant shall continue to be obligated to deliver the certificate. Any estoppel certificate to be provided by Tenant shall minimally provide, among other matters reasonably requested, a statement, dated currently, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications that this Lease is in full effect as modified, identifying such modifications) and the dates to which the rent has been paid, and that no default exists in the observance of this Lease and no event of default has occurred, and is continuing, or specifying such default of which Landlord or Tenant may have knowledge, it being intended that any such statement may be relied upon by the Landlord's lender, any prospective purchaser of the interest of Landlord, and other reasonably interested parties.

## **28. Assignment and Subletting.**

28.01. Tenant shall have the right, with notice to, but without the necessity to obtain consent of, Landlord, written or otherwise, to sublet this Lease to an affiliated entity. Any attempted subletting by Tenant, except as to an affiliated entity, without such prior written permission shall constitute a default under this Lease.

28.02 Without the prior written consent of the Tenant, the Landlord shall have the right to transfer and assign, in whole or in part, any of its rights and obligations under this Lease and in the Premises, the Building, the Office Park, or any other property, rights, or obligations referred to herein; and, to the extent that such assignee assumes the Landlord's obligations hereunder, the Landlord shall, by virtue of such assignment, be released from such obligations occurring after the effective date of such assignment.

28.03 Except in instance of sublet of the Premises or portion thereof to an affiliated entity as provided herein, the receipt by the Landlord of Rent from an

unaffiliated occupant of the Premises shall not be deemed an acceptance of the unaffiliated occupant as a tenant, or a release of the Tenant from further observance or performance by the Tenant of the covenants contained in this Lease. No provision in this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing and signed by the Landlord.

## **29. Security**

Tenant acknowledges, understands and agrees that Landlord shall have no obligation or responsibility to provide guard service or other security measures for the benefit of the Premises, the Building or the Project. Tenant assumes sole responsibility for the protection of Tenant, its agents and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties.

*[ Signature Pages Follow ]*

In Witness Whereof, the parties have caused their representatives to set their hands.

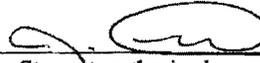
**Tenant**

**Landlord**

**City of San Antonio, a Texas  
municipal corporation**

**Brass Centerview 2012, LLC, a  
Delaware limited liability company**

Signature: \_\_\_\_\_

By:  \_\_\_\_\_  
James Stewart, authorized representative

Printed  
Name: \_\_\_\_\_

Date: 4/30/14

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

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

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

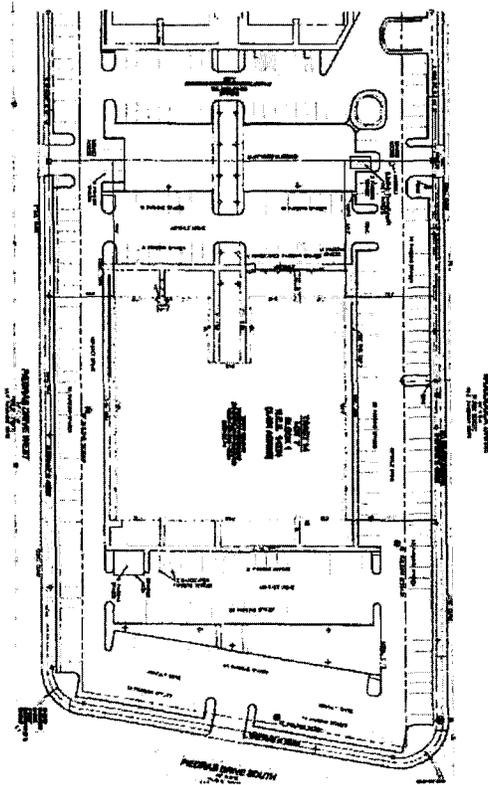
## **Exhibit A: Description of Premises**

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### **Legal Description of Property**

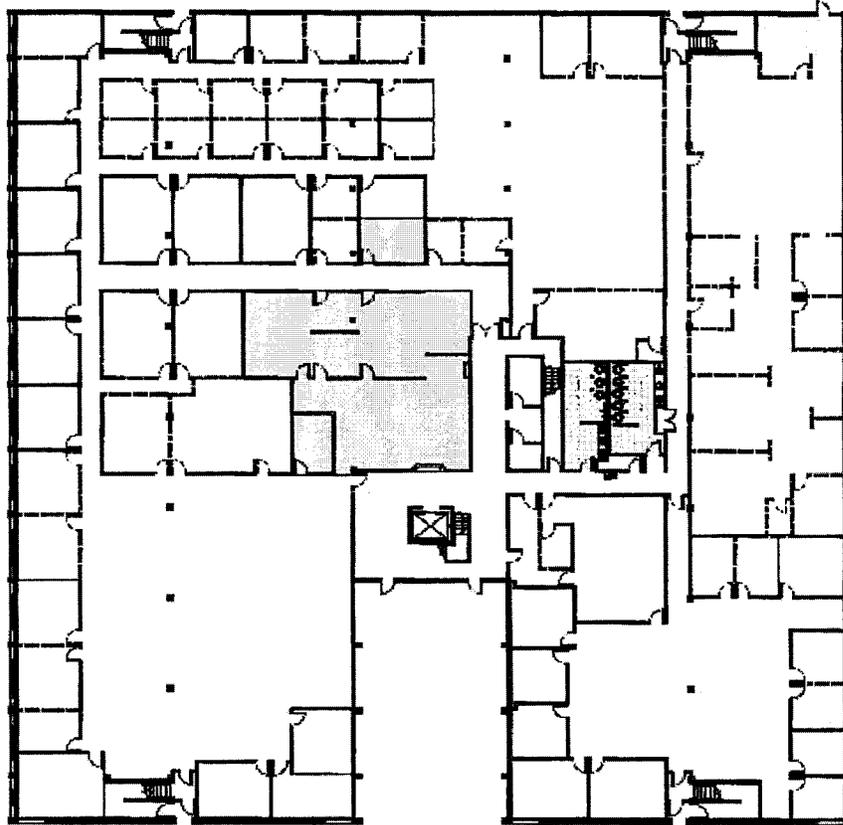
Lot 7, Block 1, New City Block 14274, EXECUTIVE CENTER SUBDIVISION, UNIT 1-W, an Addition to the City of San Antonio, Bexar County, Texas, according to the Plat thereof recorded in Volume 9200, Pages 247-248 of the Deed and Plat Records of Bexar County, Texas.

### **Depiction of Property (4204 Woodcock)**

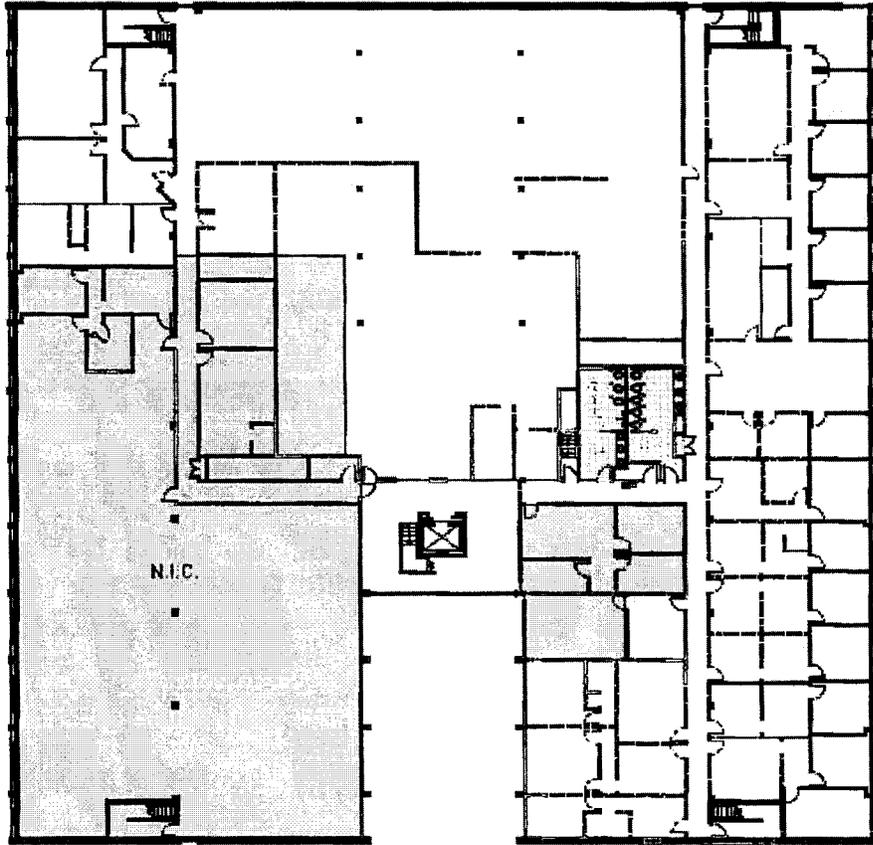


Depiction of Premises

First Floor



Second Floor



## **Exhibit B: Cleaning and Maintenance Schedule**

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### **Cleaning and Maintenance Schedule**

#### ***Daily (Monday through Friday)***

Carpets Vacuumed

Composition floors dust-mopped

To the extent accessible, desks, desk accessories and office furniture dusted. Papers and folders left on desk, not to be moved.

Wastebaskets and other trash receptacles emptied; remove trash from the building to an area designated outside of the Premises.

Chairs and wastebaskets returned to proper position.

Fingerprints removed from glass doors and partitions.

Drinking fountains cleaned, sanitized and polished.

Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

Malfunctioning light bulb and tube replaced, as required.

Graffiti expunged as needed after Tenant has given Landlord verbal notice of the existence of graffiti. After January 1, 2015, Tenant agrees to reimburse Landlord the actual costs incurred to remove any graffiti on the interior of the Building.

Day porter service from 9:00 AM to 5:00 PM.

#### ***Weekly***

Low-reach areas such as, but not limited to, chair rungs, baseboards and insides of doorjamb dusted.

Windowsills, ledges and wood paneling and molding dusted.

Floors washed in uncarpeted office areas.

***Monthly***

Picture molding and frames dusted.

Wall vents and ceiling vents vacuumed.

***Quarterly***

High-reach areas, such as, but not limited to, door frames, tops of partitions and hanging light fixtures dusted.

Light fixtures cleaned and dusted, but not less frequently than Quarterly.

Mini-blinds cleaned as required, but not less frequently than Quarterly.

As per Landlord's mechanical maintenance contract or accomplished using Landlord's maintenance staff, HVAC units serviced for preventative maintenance purposes as necessary, all filters changed.

***Semi-Annually***

All walls treated with vinyl covering washed and stains removed.

***Annually***

Floors waxed in uncarpeted office areas.

Windows washed as required inside and outside annually.

Bathroom and any other ceramic tile surfaces professionally cleaned. All grout and porous surfaces resealed with a professional grade sealant.

All carpet surfaces to be cleaned using non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. Landlord shall not be required to move furniture or equipment.

***As Needed***

Touch-up paint all interior painted surfaces in a color and finish to match existing subject to

Tenant reimbursing such expense only provided Tenant has approved Landlord's written invoice documenting the cost prior to initiating any of the paint work.

Premises and the sidewalks, driveways, parking areas and all means of ingress and egress serving the Premises should be maintained in good repair, and in clean and safe condition at all times.

All lawns, shrubbery and foliage on the grounds of which the Premises are part should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

Carpet professionally spot cleaned as required to remove stains necessitated by ordinary wear and tear; provided, however, that to the extent that direct employees of Landlord or Landlord's management company handle such cleaning and maintenance items, no such written service contract shall be required.

Monitoring and maintenance services for fire extinguishers and other life safety alarm equipment installed at the Premises or building of which the Premises is part.

***General***

Landlord must, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

Notwithstanding the foregoing, to the extent that the negligence or willful misconduct of Tenant or Tenant's Authorized Occupants results in additional cleaning or maintenance schedules, Tenant shall be responsible for reimbursement to Landlord of resulting expenses, including a 10% administration fee.

**Exhibit C: Preliminary Plans and Specifications**

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| ITEM                         | STANDARD   |
|------------------------------|--|
| Doors (7-0) where applicable | 6'-8" x 36" - Solid core p-lam or stain to materially match rest of building                           |
| Doors (9-0) Where applicable | 106.5" x 36" - Solid core p-lam or stain to materially match rest of building                          |
| Frames                       | Hollow metal or wood casing to match existing  |
| Door hardware                | Arrow lever or cylindrical knob to match existing as applicable.                                       |
| Carpet                       | Shaw broadloom. Turn key collection - Terra/Fossil or Essential/Prime                                  |
| Floor base                   | Roppe - black/brown  |
| Vinyl composite Tile         | Armstrong  |
| Mini Blinds                  | Hunter - Value Master. Color to match existing.  |
| Ceiling tile                 | 2'x4' - 220 Fifth Avenue   |
| Ceiling Grid                 | DonnDX to fit ceiling tile   |
| Wall Covering                | Matera - class 2 commercial wallcovering or comparable. Style/color to match existing where applicable |
| Duplex Outlets               | 120 volt, #12 copper wiring (THHN), tied in series up to 10 outlets/circuit/20amps                     |
| Quadplex Outlet              | same 2 duplex outlets, except not in series  |
| Outlets - Dedicated          | 120 volt, #12 copper wiring (THHN), tied in direct to breaker - 20amps                                 |

|                        |  |
|------------------------|--|
| Switches - 1-way       | 277 volt or 120 volt to match electrical power supply, single control, #12 copper wiring (THHN). Max 20 @ 277v/10 @ 120v |
| Switches - 3-way       | 277 volt or 120 volt to match electrical power supply, dual control, #12 copper wiring (THHN). Max 20 @ 277v/10 @ 120v   |
| Cover plates           | Off-White GE covers or comparable  |
| HVAC Supply Registers  | Premiere Air 2'x2'   |
| HVAC Return Registers  | Premiere Air 2'x2'   |
| HVAC Duct              | metal duct for the plenum and flex duct feeders  |
| Millwork - cabinets    | Medium Oak Builders Grade - Home Depot   |
| Millwork - countertops | Wilsonart Laminate - Home Depot in stock supply  |
| Paint                  | Sherwin Williams Promar 400, eggshell - Ivory Lace   |
| Walls                  | Floor to Grid height no insulation, 2 1/2" or 3 1/2" metal stud to match existing wall(s) with 5/8" dry wall.            |

**Exhibit D: Occupancy Commencement Memorandum**

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**Landlord:** Brass Centerview 2012, LLC

**Tenant:** City of San Antonio

**Lease:** SAPD/HIDTA Lease for the Trinity Building office space consisting of approximately 53,000 SF

**Authorizing Ordinance:**

*Predicate Facts:*

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The Lease Term is 10 years beginning the first day of the first full month following the Occupancy Commencement Date

For their mutual benefit, the parties now wish to memorialize the actual Occupancy Commencement Date of the Lease's Term.

*Rights and Obligations:*

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Defined Terms.**

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

**2. Occupancy**  
Tenant's right

**3. No Default**  
As a part of  
Landlord and

**Do not sign. This is merely an example of what the parties have agreed to deliver when the time comes. This example is not completed and should not be signed.**

it, Assignor represents to

- a. The Lease is in full force and effect according to its terms.
- b. Neither party is in default under the Lease.
- c. Neither party has any offset or claim against the other that would reduce or impair its

obligations under the Lease.

**4. Conflict of Terms.**

This instrument controls over anything to the contrary in the Lease.

**In Witness Whereof**, the parties have caused their representatives to set their hands.

**City of San Antonio**, a Texas municipal corporation

**Brass Centerview 2012, LLC**, a Delaware limited liability company

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

## Exhibit E: Initial Cost Memorandum

---

*(If this is used, it must tie into early termination penalty or other provision of this lease)*

**Landlord:** Brass Centerview 2012, LLC

**Tenant:** City of San Antonio

**Lease:** SAPD/HIDTA Lease for the Trinity Building office space consisting of approximately 53,000 SF

**Authorizing Ordinance:**

*Predicate Facts:*

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The leasing commission and tenant improvement costs are relevant to the parties' rights and obligations under the Lease.

For their mutual benefit, the parties now wish to memorialize the actual costs.

*Rights and Obligations:*

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### **1. Defined Terms.**

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

### **2. Tenant Improvements.**

Landlord's estimated total costs for tenant improvements, leasing commissions, and furniture, fixtures, and equipment under the Lease are \$3,950,000. This includes expended by Landlord to (i) to complete the tenant improvements contemplated in the Construction Plans; and (ii) purchase and install furniture, fixture, and equipment out of the Premises Finish-out Funds and the FF&E Funds in accordance with the Work Letter. To the extent that the estimated amount of funds expended by Landlord deviates from the amount set forth above, either Landlord or Tenant may require the other party to execute an amendment to this Memorandum to reflect the correct amount. Upon request by the Tenant, Landlord shall

promptly provide all documentation reasonably required to substantiate Landlord's total costs.

**3. No Default.**

As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee that:

- a. The Lease is in full force and effect according to its terms.
- b. Neither party is in default under the Lease.
- c. Neither party has any offset or claim against the other that would reduce or impair its obligations under the Lease.

**4. Conflict of Terms.**

This instrument controls over anything to the contrary in the Lease.

*[ Signature Page Follows ]*

**In Witness Whereof**, the parties have caused their representatives to set their hands to this Initial Cost Memorandum.

**City of San Antonio**, a Texas municipal corporation

**Brass Centerview 2012, LLC**, a Delaware limited liability company

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

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

Printed Name: \_\_\_\_\_

Printed Name: James Stewart

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

Title: Authorized Agent

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

Date: 4/30/14

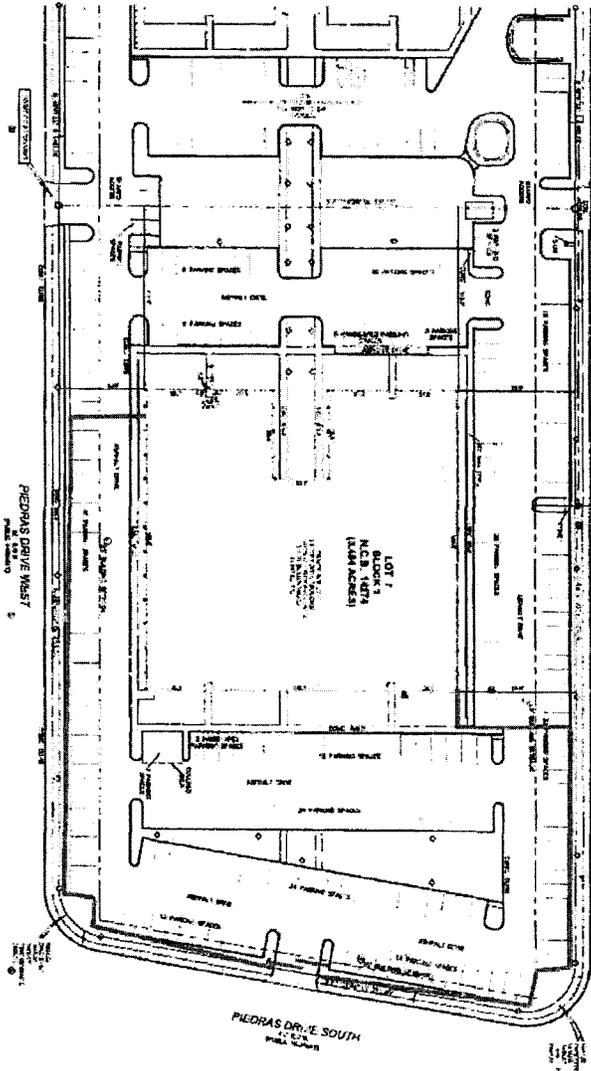
**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Exhibit F: Graphic Depiction of Parking**



## Exhibit G: Work Letter

---

This Work Letter is between Landlord and Tenant in connection with the Lease.

**Landlord:** Brass Centerview 2012, LLC

**Tenant:** City of San Antonio

**Lease:** SAPD/HIDTA Lease for the Trinity Building office space consisting of approximately 53,000 SF

1. *Definitions.* Capitalized words have the meanings ascribed to them in the Lease. If not defined in the Lease, they have the following meanings:

**Premises Finish-out Funds and FF&E Funds:** Premises Finish-out Funds - Funds provided by Landlord in an amount necessary to complete the plans in accordance with the Construction Plans and according to the mutually agreed specifications as detailed in Exhibit C of the Lease.

FF&E Funds - Funds provided by Landlord in an amount not to exceed \$1,600,000.00 to defray costs in completing the installation of the equipment and associated work related to its installation as specified in Attachment A to this Work Letter, any costs associated with moving Tenant from another building(s) into the Premises. At Tenant's request, the FF&E Funds will be paid directly to vendors hired by Tenant or Landlord, or reimbursed directly to Tenant upon 30 days of the date of presentation of an invoice to Landlord. In no event shall Tenant's expenses related to furniture systems paid as part of the FF&E Funds exceed \$400,000.00.

Notwithstanding the specified FF&E in Attachment A, with the consent of Tenant, which shall not be unreasonably withheld, Landlord may utilize only furniture, fixtures, or equipment that is comparable or superior in performance and quality to the furniture, fixture, or equipment specified in Attachment A to this Work Letter.

**Construction Plans:** Construction-ready, detailed drawings of all partitions and work spaces based on the plans dated April 2014 (with respect to the second floor of the Premises) and April 2014 (with respect to the first floor of the Premises) (collectively, the "Existing Plans"), each as approved by both Landlord and Tenant. The drawings must specify all interior and exterior work necessary to timely secure a Certificate of Occupancy and put the Premises in turn-key condition and in ADA compliance.

**Extra Work:** Tenant-requested changes to (i) the Exhibit C preliminary Plan;(ii) the Existing Plans; or (iii) the specifications set forth in Attachment A to this Work Letter.

**Extra Drawings:** Construction-ready drawings of all Extra Work.

**Final Plans:** Construction Plans and, if any, Extra Drawings approved by both Landlord and Tenant.

**Finish-out Work:** All work necessary to implement the Final Plans in a good and workmanlike manner, whether or not specific tasks were foreseen.

**Punch List:** List of deficiencies in Finish-out Work.

## *2. Performance of Finish-out Work.*

(a) Immediately after the Binding Date, Landlord, at its sole cost and expense (except with regard to Extra Work) and as part of the Premises Finish-out Funds shall commence with Construction Plans development based on the preliminary plan provided as Exhibit C to the Lease. The completed Construction Plans must put the Premises substantially in the form shown on Exhibit C to the Lease.

(b) Tenant may specify the following details in the Construction Plans:

(i) the location of file cabinets, special equipment, fixtures, and furniture;

(ii) the location of doors and windows;

(iii) electrical, air conditioning and plumbing requirements;

(iv) telephone equipment requirements and telephone outlet locations;

(v) electrical outlet and switch locations;

- (vi) room sizes, configurations, and locations;
- (vii) interior and exterior lighting requirements;
- (viii) cabinet work or other millwork requirements;
- (ix) all interior finish colors and material selections;
- (x) communications system relocation; data wiring and computer locations,
- (xi) equipment specifications and locations;
- (xii) location of entrances, covered canopies, covered patios/gazebos, stairs, escalators, elevators, service areas, and floor design of the Premises;
- (xiii) signs;
- (xiv) furniture systems;
- (xv) security infrastructure.

3. *Plan Preparation.* Within 30 days after the Binding Date, Landlord must submit architect-prepared, proposed Construction Plans to Tenant. Tenant's failure to ask for specific revisions within 2 business days is Tenant's acceptance of the Construction Plans as proposed. If Tenant timely asks for revisions, Landlord must have its architect revise accordingly and resubmit to Tenant. As before, Tenant's failure to ask for revisions within 2 business days is Tenant's acceptance. If Tenant timely asks for revisions, the revision process repeats.

4. **Delay.** Each date for Landlord's performance of its obligations to construct the Landlord's Work and Tenant Improvements, as set out in the Lease or this Work Letter, including Landlord's representation that Substantial Completion can occur by the later to occur of (i) 150 days after the Binding Date, or (ii) July 1, 2014, shall be extended 1.5 days for each day of Construction Delay, Force Majeure Delay, or Tenant Delay. As used herein:

4.1.1 "Construction Delays" shall mean any delay at any time in progress of the Landlord's Work or the construction of the Tenant Improvements, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Landlord's control or by other causes which the Landlord determines may justify delay, but only to the extent such Construction Delays delay the commencement or completion of construction of the Landlord's Work.

4.1.2. "Tenant Delays" shall mean any delay at any time in progress of the Landlord's Work caused by (i) Tenant's failure or refusal to give authorizations or approvals within the time periods required herein, (ii) Tenant's failure or refusal to furnish any information, document, authorizations or approvals required to be furnished by Tenant to Landlord hereunder at the time and in the manner set forth herein, (iii) Tenant's delay in approving Landlord's proposed Construction Plans for a period of greater than 2 business days following Landlord's proposal to address any comments provided by Tenant as a disapproval to such items, (iv) Tenant's failure to timely pay sums due to Landlord under the terms of this Agreement or to take any action or perform any obligation required hereby within an allotted time period, (v) Tenant's failure to take any action in connection with obtaining a certificate of occupancy for the Premises which is intended to delay the Substantial Completion Date, or (vi) Tenant's request for Extra Work which results in a delay in Substantial Completion of the construction of the Landlord's Work.

4.1.3. "Force Majeure Delays" shall mean any delay at any time in the progress of the Landlord's Work by lightning, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord.

4.2 No Construction Delay, Force Majeure Delay or Tenant Delay shall be deemed to have occurred unless Landlord has provided written notice, of the event giving rise to such claim, in compliance with the Lease, to Tenant specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail which notice will be provided as soon as practicable but not to exceed 10 days from the date Landlord's construction representative has actual knowledge of the delay. If such actions, inaction or circumstances qualify as a Construction Delay, Force Majeure Delay, or Tenant Delay, then a Construction Delay, Force Majeure Delay or Tenant Delay, as applicable, shall be deemed to have occurred effective upon the commencement of such delay, and not upon Tenant's receipt of notice. Landlord's failure to provide the required notice within the 10 days as provided herein shall waive Landlord's right to claim a Delay.

4.3. Construction Delays and Force Majeure Delays which occur at the same time shall be recognized hereunder only to the extent the same not concurrent with any other Construction Delay or Force Majeure Delay which is effective hereunder. For example, if there are ten days of Construction Delays and four days of Force Majeure Delays which occur during the same ten day period of such Construction Delays, then the Commencement Date would be extended by only ten days; on the other hand, if such Construction Delays and Force Majeure Delays did not occur during the same period, the Commencement Date will be extended by 14 days.

4.4. Except as expressly set out in this Work Letter, any uncured default by Landlord under the terms of this Work Letter shall constitute a default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

5. *Extra Work.* If Tenant requires Extra Work, Tenant must notify Landlord of Tenant's requirements in detail sufficient to permit Landlord's architect to prepare Extra Drawings. Landlord will bear costs for Extra Drawings out of the Premises Finish-out Funds.

5. *Cost of Extra Work.* Before beginning Extra Work, Landlord must submit written cost estimates to Tenant, including costs for delay and out-of-sequence work. Tenant's failure to approve the estimates within five days is Tenant's disapproval, and Landlord need not perform the Extra Work. For Tenant to be obligated to pay more than the estimate, Landlord must notify Tenant in writing when Landlord should reasonably foresee the overrun and obtain Tenant's written consent. Tenant's failure to give written consent within five calendar days is a decision not to incur the additional cost. The cost of the Extra Work shall be an obligation of the Tenant, and shall not be payable out of the Premises Finish-out Funds or the FF&E Funds. Costs associated with extra work shall not exceed \$100,000.00. Tenant agrees to reimburse Landlord the cost of extra work within 30 days of receipt of a invoice; provided however, Landlord shall not submit an invoice prior to the occupancy commencement date.

6. *Payment.* Finish-out Work costs will be paid as follows:

(a) Work required to implement the Construction Plans, including permit fees, sales tax, and architectural and engineering fees, must be paid for by Landlord out of the Premises Finish-out Funds.

(b) Work required solely to implement the Extra Drawings, including permit fees, sales tax, and architectural and engineering fees, must be paid for by Tenant.

(c) The provisions of this section survive the expiration or termination of the Lease.

(d) For the purposes of all per-square-foot calculations, the Premises contain 53,000 rentable square feet.

7. *Substantial Completion.* Substantial Completion of Landlord's Work is the date of issuance of the Landlord obtained Certificate of Occupancy for the Premises. Tenant must have the opportunity to inspect the Premises and may deliver a Punch List to Landlord on or before the date of Substantial Completion. Failure to timely deliver a Punch List is Tenant's acceptance of the work. Delivering a Punch List does not

postpone the Occupancy Commencement Date. Landlord must cure all Punch List items within 15 days or, if Tenant agrees in writing, 30 days. Landlord may enter the Premises at any reasonable time to cure Punch List items but must not unnecessarily disrupt Tenant's activities.

8. *Early Access.* Landlord must permit Tenant to enter the Premises before the Occupancy Commencement Date to prepare the Premises for Tenant's use and occupancy, including testing and installation of Tenant's equipment. Any such entry into the Premises is under all of the terms of the Lease, except as to Rent.

9. *Counterparts.* This Work Letter may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

10. *Notices.* Any notices sent under this letter must be sent according to the notice requirements in the Lease.

11. *Prevailing Wage.* If any Tenant money is used for any work under this Work Letter, pursuant to Chapter 2258 of the Texas Government Code and City of San Antonio Ordinance No. 71312, March 29, 1990, contractor and subcontractors doing work must pay prevailing wages to their laborers, workers, and mechanics, if any. "Prevailing Wages" are as defined by the United States Department of Labor for the purpose of the Davis-Bacon Act. Contractors and subcontractors must obtain from the City of San Antonio Public Works Department, Capital Improvements Division, Wage and Hour Office, Municipal Plaza Building, located at 114 W. Commerce, all materials necessary to assure compliance.

12. *Appropriations.* All obligations of the City of San Antonio under this agreement are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year of a term. If the City Council fails to appropriate money for this agreement in an annual City of San Antonio Budget, the City may terminate the Lease and have no further liability.

13. *Permit Coordination.* Tenant agrees to use good faith efforts to facilitate the expedited review of the plans for the Landlord's Work and the prompt inspection (or re-inspection) of the Landlord's Work by the City of San Antonio.

[ *Signature Page Follows* ]

In Witness Whereof, the parties have caused their representatives to set their hands to this Work Letter.

**Tenant**

**City of San Antonio, a Texas  
municipal corporation, by:**

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

Printed  
Name: \_\_\_\_\_

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

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

**Landlord**

**Brass Centerview 2012, LLC, a  
Delaware limited liability company**

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

Printed  
Name: James Stewart \_\_\_\_\_

Title: Authorized Agent \_\_\_\_\_

Date: 4/30/14 \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

[ Attachment A to Exhibit G Follows ]

## **COSA - Cabling, Security Camera & Door Access, Furniture and IT Deliverable**

**Respondent, as part of its response to the Law Enforcement RFP, agrees to provide the following:**

### **1. Camera & Door Access Control Deliverable**

\*any use of the word "client" shall refer to the City of San Antonio.

Wherever a prospective bidder notices any discrepancies from this scope and typical installation practices, then bidder must notify landlord or landlord's general contractor of the discrepancy and request clarification prior to finalizing their bid.

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#### **Systems Overview**

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This proposal includes the installation access control to (19) doors at the facility and (3) gates. This will be tied into the client's existing Hirsch Velocity application. Contractor will also install (18) IP video cameras that will be configured on a client provided VMS Server and tied back to the client's genetec Video management system.

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#### **SCOPE OF WORK Access Control System**

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1. Head End Equipment-Description of core security control equipment required
  - a. Contractor will program and configure new access control hardware using the clients existing access control management software.
  - b. Contractor shall program all system & door set up information.
  - c. Contractor will furnish and install System Controller, all Reader Interfaces, and all associated enclosures, power supplies, battery backup, etc, as required to provide with a fully operational Access Control System.
  - d. Access control panels will be located in the following protected locations:
    - 1<sup>st</sup> floor IDF
    - 2<sup>nd</sup> floor IDF
  
2. Field Devices –Description of security protection devices required
  - a. Contractor will provide and install the security protection devices as per the drawings provided to us.
  - b. Contractor will supply all electronic door hardware, electronic hinges, and EPTs.
  - c. Contractor to provide and install all electronic panic devices and related power supplies.
  - d. All door and frame preparations to accept the components for the access control system shall be performed by others prior to installation.
  - e. All electrified automatic door operators and associated equipment and power supplies will be furnished and installed by others. Electronic / signal Interconnections between the access control system and the automatic door operators will be performed by the supplier or installer of the door equipment.
  
3. Communications/Connectivity-Description of required communications

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- a. Communication between the access control panels and the access control management software shall be IP based and communicate over the customer's existing network infrastructure.
- b. Dedicated IP address with jack located next to or inside the intelligent controllers to be provided by customer.
- c. The customer shall also be responsible for ensuring that an open network communications path (across switch ports / subnets / VLANs / firewalls, etc.) be established and maintained between the access control server and intelligent controllers.
- d. Any required Wide Area Network Connectivity (either private, or Internet based) will be provided by the customer.

SCOPE OF WORK  
*Video System*

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1. Head End Equipment-Description of core security control equipment required

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- a. Contractor will install an IP video server furnished by the customer and contractor will install Genetec VMS software to manage 27 cameras.
- b. The online recording storage for the digital recording system will vary according to the number of cameras connected, the frame rate selected for each camera, the resolution/quality/compression selected for each camera, and the amount of recorded video which can be based on event recording (or motion detection)
- c. The VMS server will be mounted in a rack provided by Owner.
- d. Contractor shall program camera and digital video set up information.

2. Field Devices-Description of security protection devices required

- a. Contractor will furnish and install fixed interior cameras and P/T/Z cameras as indicated on drawing provided by customer
- b. The proposed video system assumes there is adequate and constant lighting available at each camera location. Should the existing lighting conditions not be sufficient to provide for video recording or display, the Owner shall provide additional lighting or make modifications to the site environment to improve the site's lighting conditions as required.
- c. Cameras shall be mounted on secure structures provided by the customer. Where secure structures do not exist, mounting poles will be provided by Contractor.

3. Communications/Connectivity-Description of required communications

Video Systems -IP

- a. Communication between the IP cameras and the video management storage server shall communicate over the customer's existing network infrastructure.
- b. Network connectivity will be fully owned and managed by Client.
- c. local Area Network (LAN) equipment (LAN Switch) will be provided by client.
- d. Maintenance on LAN and WAN equipment will be provided by Landlord.
- e. Data cabinet and/or shelf space for the network equipment will be provided by Landlord.
- f. Power to all installed LAN, WAN and Firewalls will be responsibility of Landlord.
- g. Uninterrupted Power to the networking equipment will be provided by Landlord.
- h. Provisioning of static, public/routable, subnet mask, gateway (IP addresses) for all IP based equipment will be provided by Landlord.
- i. Maintenance of the network will be provided by Landlord.
- j. All networking cabling will be provided by Landlord.
- k. All LAN jacks will be provided by Landlord and will be located near all of the IP based equipment to be installed.

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SCOPE OF  
WORK  
*Cabling, Integration, and  
Commissioning*

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1. Cabling – Description of cable infrastructure requirements

- a. Landlord to install all cable from control equipment location to device locations. A minimum of 5 feet of extra cable shall be left coiled up at each end of every cable run and will be labeled, tagged or color coded.
- b. Conduit if required for this project and shall be provided by Landlord.
- c. Conduit and junction boxes will be supplied and installed by Landlord.

- d. Conduit will run from each field device to a junction box above each door in areas that have either drop or open ceilings.
  - e. All devices are to be hard run to the main control systems.
2. Testing
    - a. Contractor shall test system components per Contractor's standard testing procedure.
    - b. The customer is required to participate in final testing as part of the punch list / signoff procedure.
  3. Training
    - a. Contractor shall provide not less than 8 hours of training for this project as requested by client.
  4. Documentation
    - Deliverables
    - a. Floor plans (as-built)
    - b. Risers (as-built)
    - c. Panel terminations (as-built)
    - d. Manuals
  5. Special Considerations
    - a. Access to work areas
    - b. All work shall be conducted during normal business hours. 8-5PM, Monday through Friday.
    - c. Special Training / Contractor / Safety Equipment
    - d. Lift equipment to be provided by Contractor. Work areas requiring a lift shall be clear from obstacles prior to installation.
    - e. Clean Areas require Hepa tents
  6. Customer Responsibilities
    - a. Client will be responsible to provide the following information:
      - i. Access Control Door Schedule
      - ii. IP addresses for each controller location
      - iii. DVR/NVR/Camera/intrusion Panel IP addresses
    - b. Client will be responsible for the following hardware and system support
      - i. Network configuration and support
      - ii. Power as required
    - c. If required, all fire rated backboards and painting of backboards will be by others.
    - d. EXISTING CABLE: If applicable, existing wire and/or cabling which is re-used is assumed to be in satisfactory operating condition, and of equal or better technical specification than required by the manufacturer of installed equipment. Troubleshooting or replacement of sub-standard wire/cabling will be performed by Contractor on a time and material basis.
    - e. EXISTING DEVICES: If applicable, existing field devices which are re-used are assumed to be in satisfactory operating condition. Troubleshooting and/or repair of existing devices will be performed by Contractor on a time and material basis.
    - f. Customer is responsible for applying for all required permits.
    - g. Backing up the system database is the responsibility of the customer. At the customer's request Contractor will provide suggestions for proper backup of the system database.
    - h. AC Power for Access Control System should be backed up via generator as the batteries supplied with the system are a temporary source of power.
    - i. Client is responsible for providing adequate space for equipment, which might include a recessed enclosure.
    - j. Client to provide active phone line for optional monitoring

Client to provide dedicated 120 VAC, network connection(s), network address(es), and firewall rule(s) where required.  
Refer to 'Notes and Assumptions' in this proposal for additional considerations to the scope of services provided herein.

SYSTEM COMPONENTS

| QTY                   | Supplier Part Num | Short Description   | Product Category (NIGP) | Unit Selling Price | Total Selling Price |
|-----------------------|-------------------|---|-------------------------|--------------------|---------------------|
| <b>Access Control</b> |                   |   |                         |                    |                     |
| 4                     | AL600ULACM        | 24VDC 6A LOCK POWER SUPPLY/CONTROLLER WITH 8-FUSED OUTPUTS, FIRE DISCONNECT   | 68002                   |                    |                     |
| 4                     | M8N2              | Digitrac 8 door controller  | 68002                   |                    |                     |
| 4                     | MEB/CB64          | Memory Expansion Board - Code 64K - B   | 68002                   |                    |                     |
| 1                     | AEB8              | Alarm Expansion Board - 8 Inputs  | 68002                   |                    |                     |
| 22                    | MRIB              | Match Reader Interface board  | 68002                   |                    |                     |
| 22                    | DTLM2             | Digitrac line Modules 2   | 68002                   |                    |                     |
| 19                    | EXMS              | Exit Control Motion Sensor  | 68002                   |                    |                     |
| 22                    | CR-ICRP40PIV      | Card Reader - HID ICLASS/Prox/PIV - ws  | 68002                   |                    |                     |
| 19                    | HES               | ELECTRIC STRIKE 121240,630 FINISH ELE STRIKE COMBO.Fail Secure,J Faceplate, FAIL-SECURE   | 68002                   |                    |                     |
| 3                     | Hirsch            | Pedistals   | 68002                   |                    |                     |
| <b>CCTV</b>           |                   |   |                         |                    |                     |
| 7                     | 0285-004          | M3014 Ultra-discreet fixed dome camera for recessed mounting in drop ceilings. Fixed lens, progressive scan CMOS sensor. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1MP resolution at 30 fps. Video motion detection. Power over Ethernet one-port mid span included.  | 68087                   |                    |                     |
| 5                     | 0326-001          | P3364-VE 6mm HDTV, day/night, fixed dome with discreet tamper-resistant indoor casing. Varifocal 2.5-6 mm DC-iris lens, remote focus and zoom. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1MP resolution at 30 fps. WDR. Video motion detection and active tampering alarm. Two-way audio with built-in microphone and audio detection. 110 for alarm/event handling. SD/SDHC memory card slot for optional local video storage. Power over Ethernet. Mid span not included. Includes smoked and clear transparent covers. | 68087                   |                    |                     |

|    |              |   |       |
|----|--------------|---|-------|
| 4  | 0482-001     | 06034-E 720p compliant Outdoor ready, high speed PTZ camera with 18x optical zoom. HDTV 720p@ 30fps (1280x720) in H.264 and Motion JPEG, Day & Night, IP66 and NEMA 4X classification. Arctic Temperature Control enables operation and start up from -40 ºC to +50 ºC. Active Gate Keeper and auto tracking. Includes HiPoE midspan, smoked and clear dome. Mounting brackets are not included   | 68087 |
| 1  | 0348-001     | 01755-E Outdoor, IP66-rated, 2.0 Megapixel HDTV camera with 10x zoom, auto focus and day/night mode. Complying with SMPTE standards for HDIV 1080i and 720P.25/30 in au resolutions in H.264 or Motion JPEG. Video motion detection and active tampering alarm. Gate keeper functionality. Two-way audio. Arctic Temperature Control Operation in -30 ºC to 45 ºC (-22 ºF to 113 ºF) when powered by IEEE 802.3af midspan or down to -40 ºC (-40 ºF) with AXIS T8123 High PoE Midspan. Includes a removable sunshield, waif bracket and 5-meter Ethernet cable. Midspan not included. | 68087 |
| 9  | 5502-321     | AXIS P3343-VEIP3344-VEIP3346-VE Series Pendant Kit  | 68087 |
| 1  | 5017-641     | T91A64 Corner Bracket Corner Bracket for 06034-E PTZ Dome Network Camera. White. Requires T91A61 Wall Bracket.  | 68087 |
| 9  | 5017-611     | T91A61 Wall Bracket Wall Bracket for 06032-E PTZ Dome Network Camera. Includes mounting plate and wall bracket. White.  | 68087 |
| 1  | GSC-Om-S     | Omnicast Standard software which includes: Up to 50 Camera archiver support, 1 Gateway, 5 client/user connections, Maps/Procedures, Audio Support, Web pack, 1 Virtual Matrix, Camera Sequences, 1 Keyboard connection, Alarm Management Module, Time Zone Support. NO Camera Licenses.   | 92046 |
| 18 | GSC-Om-S-1C  | 1 camera connection   | 92046 |
| 1  | SMA-Base-1Y  | SMA with a 1 year term  | 92045 |
| 18 | SMA-CAM-E-1Y | SMA Enterprise Camera - 1 year  | 92045 |
| 18 | Om-E-1FEC    | 1 Federated camera license  | 92046 |
| 1  | Om-E-1FED    | 1 Federated directory   | 92046 |

|                  |             |   |       |  |  |
|------------------|-------------|---|-------|--|--|
| 1                | SBMS3-2707A | Supervised Balanced Magnetic Switch,<br>LM3 | 68002 |  |  |
| <b>Ancillary</b> |             |   |       |  |  |
| 2                | F66G48WK    | 6 X 6 X 48" Screw cover wireway             | 45037 |  |  |
| 2                | F66G72WK    | 6 X 6 X 72" Screw cover wireway             | 45037 |  |  |
| 1                | Shipping    | Shipping                                    |       |  |  |
|                  |             |   | TOTAL |  |  |

## 2. Furniture Deliverable

Note: Furniture Deliverable has been prepared from space plans indicated workstation layout and workstation specifications provided to Respondent on 1/24/14.

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### Typical Workstation-

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| Item No. | Item Description                                     | Qty | Item Sell | Ext Se |
|----------|--|-----|-----------|--------|
| Line: 1  | Teknion, LLC - Teknion Boulevard                     | 4   |           |        |
| BALK12   | KD Overhead Storage Lock                             |     |           |        |
| Line: 2  | Teknion, LLC - Teknion Boulevard                     | 1   |           |        |
| BE83BF72 | Reversible Base Feed for System 3 only               |     |           |        |
| Line: 3  | Teknion, LLC - Teknion Boulevard                     | 4   |           |        |
| BE83D36  | Power Distribution Housing - Base Raceway (System 3) |     |           |        |
| Line: 4  | Teknion, LLC - Teknion Boulevard                     | 4   |           |        |
| BE8D1    | Duplex Receptacle - Circuit #1                       |     |           |        |
| Line: 5  | Teknion, LLC - Teknion Boulevard                     | 2   |           |        |
| BE8D2    | Duplex Receptacle - Circuit #2                       |     |           |        |
| Line: 6  | Teknion, LLC - Teknion Boulevard                     | 2   |           |        |
| BE8D4IG  | Duplex Receptacle - Circuit #4IG                     |     |           |        |
| Line: 7  | Teknion, LLC - Teknion Boulevard                     | 2   |           |        |
| BE8JC16  | Jumper Cable   |     |           |        |
| Line: 8  | Teknion, LLC - Teknion Boulevard                     | 1   |           |        |
| BE8JC20  | Jumper Cable   |     |           |        |
| Line: 9  | Teknion, LLC - Teknion Boulevard                     | 1   |           |        |
| BH3PS066 | 90 Degree Post                                       |     |           |        |
| Line: 10 | Teknion, LLC - Teknion Boulevard                     | 1   |           |        |
| BHBC02   | Corner End Bracket - set                             |     |           |        |
| Line: 11 | Teknion, LLC - Teknion Boulevard                     | 4   |           |        |
| BHBF01   | Flat Bracket, Black only                             |     |           |        |
| Line: 12 | Teknion, LLC - Teknion Boulevard                     | 2   |           |        |
| BHC18    | Cantilever   |     |           |        |

|             |  |   |
|-------------|--|---|
| Line: 13    | Teknion, LLC - Teknion Boulevard   | 2 |
| BHFGP2924   | Full Gable - PVC Edged   |   |
| Line: 14    | Teknion, LLC - Teknion Boulevard   | 4 |
| BLUC24      | T5 Under Storage Task Light, Black Only  |   |
| Line: 15    | Teknion, LLC - Teknion Boulevard   | 4 |
| BPX3MA6636  | Monolithic Acoustical Panel  |   |
| Line: 16    | Teknion, LLC - Teknion Boulevard   | 2 |
| BPX3MA6648  | Monolithic Acoustical Panel  |   |
| Line: 17    | Teknion, LLC - Teknion Boulevard   | 2 |
| BS1224BBF   | 12" Series BBF Pedestal Worksurface Supporting   |   |
| Line: 18    | Teknion, LLC - Teknion Boulevard   | 2 |
| BS123022FWS | 12" Opening Lateral File Fixed Front Drawers 2 High - Overall Hight 27.75" WS Supporting |   |
| Line: 19    | Teknion, LLC - Teknion Boulevard   | 4 |
| B5OF1236    | KD Overhead Storage with Flipper Door  |   |
| Line: 20    | Teknion, LLC - Teknion Boulevard   | 4 |
| BV3VTR66    | Vertical PVC End Trim for Regular Panels   |   |
| Line: 21    | Teknion, LLC - Teknion Boulevard   | 6 |
| BWS2448SCP  | Straight Rectangular Worksurface   |   |
| Line: 22    | Teknion, LLC - Teknion Complements   | 2 |
| YKT3C       | Tiers "T3" Small Phenolic Complete Keyboard Solution, Standard Arm Mechanism             |   |
| Line: 23    | OfficeSource, Ltd - Installation Services  | 1 |
| Labor       | Receive, deliver and install 2 workstations  |   |
| Line: 24    | OfficeSource, Ltd - Installation Services  | 1 |
| Removal     | Add: Removal and disposal of any material if there is no dumpster                        |   |

### 3. Communication Antennas

Landlord at its sole cost and expense, not to exceed \$2,500, shall relocate 2 existing communication antennas from the rooftop at 7461 Callaghan and have them installed in suitable locations on the Premises. Landlord's scope includes providing any low voltage cabling to Tenant's existing radio equipment and a source of power as required at the antenna locations. Tenant shall be responsible

for the expense involved with relocating the communication antennas to the extent that the cost exceeds \$2,500.

#### **4. CABLING DELIVERABLE**

##### **SCOPE OF WORK**

###### **Execution Scope of Work**

perform the following tasks:

install approximately one thousand seventy nine (1079) Cat 6 data runs, fiber and copper backbone, and MDF build out services. Details are as follows:

###### **Horizontal Cable Installation**

- Install one thousand seventy nine (1079) new Cat 6 data runs. The majority of the data runs will be dual runs to office/cubicle locations.
- Prior to installation, install a j hook pathway above the drop ceiling. Per industry standards, j hooks will be placed 4'-5' apart, not to exceed 5'.
- All data runs will be routed through the drop ceiling area and secured, with Velcro, in the j hook pathway.
- Install separate j hook pathways for each law enforcement entity, i.e. separate pathways for DEA, SAPD, Homeland Security etc....
- Color coded data cabling will be utilized to distinguish each law enforcement entity's horizontal cabling.
- At each location, route the data runs down the interior wall through existing conduit or power poles.
- Data runs will be terminated with Cat6 RJ45 inserts and secured in wall mount face plates.
- All wireless access and security data runs will be routed in separate j hook pathways.
- The wireless access and security runs will be terminated above the drop ceiling with Cat 6 RJ 45 inserts and secured in two port surface mount boxes. A 20' service loop will be supplied for each of these runs.
- At the MDF end, all data runs will be routed into the respective cabinet and terminated with Cat6 RJ 45 inserts. Data runs will be secured in 48 port modular patch panels.
- Test and label all data cabling according to COSA ITSD standards.

###### **TIE CABLE INSTALLATION**

- Install one 24 strand SM fiber optic cable, and one 100 pair copper tie cable from the 2<sup>nd</sup> floor MDF to the building DMARC room.
- Install a separate j hook pathway to the MDF from the 1st floor transition.
- At the 1st floor DMARC Room, the 100 pair tie cable will be terminated onto 66 blocks and secured in the yet to be determined wall location.
- In the MDF, the copper tie cable will be terminated in individual Cat5 RJ 45 inserts and secured in 48 port modular patch panels.

- In the 1<sup>st</sup> floor DMARC Room, the fiber optic cable will be fusion spliced with 12 strand pigtails, and secured in a wall mount fiber LIU.
- In the MDF, the fiber will be fusion spliced with 12 strand pigtails and secured in a rack mount fiber LIU.

#### **MDF BUILDOUT**

provide labor and materials to build out the new MDF as follows:

- install fire rated, painted 4'x8'x 5/8" backboard throughout the MDF.
- Provide secure compartments within the MDF pursuant to the federal guidelines for cyber security including wire mesh enclosures for at least 2 of the areas in the MDF; provided, however, that Landlord shall not be required to expend more than \$2,500 to provide such secure compartments.
- provide and install a grounding busbar in the MDF. The busbar will be ground to the nearest electrical panel.
- install a 24" ladder rack system in the MDF to provide cable routing support. Contractor will wrap the interior walls of the MDF and provide a transition ladder rack to the cabinet system described below.
- Nine TeraFrame network cabinets will be provided and installed. Cabinets will be secured together and proper cable waterfalls will be installed to aid in cable transition.
- In the cabinets, provide and install vertical and horizontal wire management per CoSA standards.

#### **UPS INSTALLATION**

- provide labor to install CoSA provided UPS power supplies in the CoSA data cabinets.

#### **ACCESS CONTROL CABLING**

- provide and rough in access control cabling to TBD locations in the building.

#### **ADDITIONAL SERVICES**

- Upon completion of the data cabling installation, Contractor will provide and install MDF and user end copper patch cords.
- provide SM fiber patch cables for fiber optic services connection.
- If provided by COSA, install wireless access points in designated locations.

#### **Labeling**

All labels will be adhesive P-Touch or laser-type labels (white backing with black letters). Each cable will be assigned its own 10 number or name according to Wing IDF. All patch panels, if installed, will in turn have matching circuit ID numbers on each end. The ID numbers will be provided by COSA.

#### **Testing and Certification**

All circuits will be tested and certified to meet industry standard requirements for the media installed.

These requirements include, but are not limited to:

1. Wire map
2. Impedance
3. Length
4. Resistance
5. Attenuation
6. Crosstalk
7. Opens, shorts, grounds, and pair reversal

## **2.2. Change Management Process**

Any change request will be considered an addendum to this proposal and will be performed accordingly.

## **ASSUMPTIONS**

The following project assumptions are made and will be verified as part of the Systems Engineering & Planning scope of work:

1. several visits to the site may be necessary to complete the work, so it is important that cable installer discuss the COSA's schedule as soon as cable installer agrees to start this work.
2. Notification of changes to the COSA's schedule needs to be communicated to cable installer's Project Manager in writing within 24 hours of the change and cable installer will reschedule all required resources on a best effort basis once notified of the schedule changes. Notification may be made via email or facsimile to the COSA's Project Manager or to the cable installer point of contact for this project. The change order process is not complete and no change will become effective until COSA issues a POCN to vendor.
3. Landlord will ensure that the work environment is 100% free of hazardous materials and 100% free of asbestos. Landlord will certify that project manager will notify cable installer of any and all known safety issues and/or hazardous material statements to all cable installer and third-party employees working at the site(s).
4. COSA shall inform the COSA's employees of cable installer's activities and direct them to provide necessary access and cooperation.
5. cable installer will schedule resources upon receipt and acceptance of the COSA's Project managements order. This scheduling effort will take into account the COSA's schedule and the availability of consultant(s).
6. cable installer is responsible for receiving all cable installer materials.
7. All electrical will be installed by others unless specified under the heading " cable installer will perform the following".
8. All power poles will be installed by others unless specified under the heading " cable installer will perform the following".
9. All material supplied by cable installer that is unused at the completion of the project must be returned, including scrap wire.
10. cable installer will furnish as-built drawings showing the final routes of all cable installer installed fiber optics, cables, and grounds or bonds if a set of prints for the areas that work will be done is supplied to cable installer technicians upon arrival on site.

## BILL OF MATERIALS

proposed bill of materials, of the CoSA related cabling, based on current design requirements. Bill of materials is subject to change dependent on additional information provided.

| MATERIAL                   |         | MANUF                    |     |     |
|----------------------------|---------|--------------------------|-----|-----|
| DESCRIPTION                | MANUF   | PART#                    | QTY | U/M |
| CAT6- DATA                 | GENERAL | 7131842                  | 112 | BX  |
| CAT 6 SECURITY             | GENERAL | 7131844                  | 9   | BX  |
| CAT 6 WIRELESS}            | GENERAL | 7131841                  | 8   | BX  |
| CAT 6- AV                  | GENERAL | 713184                   | 4   | BX  |
| CAT 6 RJ45 INSERTS         | PANDUIT | CJ688TGBL                | 704 | EA  |
| CAT 6 RJ45 INSERTS         | PANDUIT | CJ688TGEI                | 704 | EA  |
| CAT 6 RJ45 INSERTS         | PANDUIT | CJ688TGIW                | 90  | EA  |
| CAT 6 RJ45 INSERTS         | PANDUIT | CJ688TGRD                | 56  | EA  |
| CAT 6 RJ45 INSERTS         | PANDUIT | CJ688TGVL                | 20  | EA  |
| 2 PORT SURFACE MOUNT BOX   | PANDUIT | CBXJ2HW-A                | 100 | EA  |
| SLOPED FACEPLATE FRAME     | PANDUIT | CBEEIY                   | 200 | EA  |
| 112 SLOPED INSERT          | PANDUIT | CHS2E1Y                  | 200 | EA  |
| 112 BLANK INSERTS          | PANDUIT | CHB2E1Y                  | 200 | EA  |
| FURNITURE FACEPLATE        | PANDUIT | CFFP4BL                  | 125 | EA  |
| PATCH PANEL (VOICE)        | PANDUIT | VP24382TV25Y             | 2   | EA  |
| PATCH PANEL                | PANDUIT | CPPA48HDEWBL             | 30  | EA  |
| TERAFRAME CABINET          | CPI     | FF-2K-213A-C23           | 2   | ea. |
| TERAFRAME CABINET          | CPI     | FF-2K-213A-C20           | 4   | EA  |
| CABINET BAYING KIT         | PANDUIT | 35078-001                | 10  | EA  |
| VERTICAL MANAGER           | CPI     | 34441-C02                | 18  | EA  |
| HORIZONTAL MANAGER         | PANDUIT | NM2                      | 5   | EA  |
| HORIZONTAL MANAGER         | PANDUIT | NM3                      | 14  | EA  |
| LADDER RACK                | CPI     | 10250-724                | 14  | EA  |
| WALL ANGLE BRACKET         | CPI     | 11421-724                | 8   | EA  |
| MOUNTING PLATES            | CPI     | 10595-724                | 2   | EA  |
| JUNCTION SPLICES           | CPI     | 11302-701                | 4   | EA  |
| BUTT SPLICE                | CPI     | 11301-701                | 4   | EA  |
| RADIUS DROP                | CPI     | 12100-712                | 48  | EA  |
| PROTECTIVE CAP             | CPI     | 10642-001                | 2   | FT  |
| BUS BAR                    | CPI     | 40153-020                | 1   | EA  |
| BUS BAR                    | CPI     | 13622-010                | 1   | EA  |
| #6AWG                      | WIRE    | THHN-6-STR-GRN-CUTREEL   | 200 | FT  |
| 310AWG                     | WIRE    | TIDING-0-STR-GRN-CUTREEL | 200 | FT  |
| COMPRESSION LUGS           | CPI     | 40162-901                | 40  | EA  |
| PLYWOOD - 11/2" GRADE 3/4" |         | ALLEN & ALLEN            | 14  | EA  |
| J-HOOKS                    | CADDY   | CAT32                    | 800 | EA  |
| SUPPORT BRACKET            | CADDY   | CATHBA                   | 800 | EA  |
| BEAM CLAMPS                | CADDY   | BC                       | 800 | EA  |
| J-HOOKS                    | CADDY   | CAT 12                   | 800 | EA  |
| J-HOOKS                    | CADDY   | CAT64                    | 60  | EA  |
| FIBER ENCLOSURE            | PANDUIT | FRME2U                   | 2   | EA  |
| FIBER ADAPTER PLATE        | PANDUIT | FAP6WBUDLCZ              | 4   | EA  |
| 12 STRAND SM PIGTAIL       | PANDUIT |                          | 4   | EA  |

|                                |         |             |      |    |
|--------------------------------|---------|-------------|------|----|
| BLANKS                         | PANDUIT | FAPB        | 8    | FT |
| 24 STRAND ARMORED              | PANDUIT | FSP924Y     | 300  | FT |
| 100 PAIR CAT 3                 | GENERAL |             | 1000 | FT |
| 5' PATCH CORD                  | PANDUIT | UTP28SP5Y1  | 100  | EA |
| 7' PATCH CORD                  | PANDUIT | UTP28SP7Y1  | 300  | EA |
| 10' PATCH CORD                 | PANDUIT | UTP28SP10YL | 300  | EA |
| 14' PATCH CORD                 | PANDUIT | UTP28SP14Y1 | 100  | EA |
| 14' PATCH CORD                 | PANDUIT | UTP28SP14RD | 30   | EA |
| 14' PATCH CORD                 | PANDUIT | UTP28SP141W | 50   | EA |
| 10' PATCH CORD                 | PANDUIT | UTPSSRDY    | 30   | EA |
| 10' PATCH CORD                 | PANDUIT | UTPS51WY    | 50   | EA |
| 14' PATCH CORD                 | PANDUIT | UTPS14BLY   | 720  | EA |
| IMLC-LC                        | PANDUIT | F9E10-10MIY | 12   | EA |
| 2" SLEEVES                     | STI     | FS200       | 50   | EA |
| 4" SLEEVES                     | STI     | FS400       | 10   | EA |
| FIRESTOP                       | STI     | SSPIOO      | 32   | EA |
| 75 FT VELCRO ROLL              | PANDUIT | 151494      | 40   | EA |
| COMPOSITE ACCESS CONTROL CABLE | TAPPAN  | 1191799.1   | 4000 | EA |

## 5. IT Deliverable

The following items shall be purchase and installed at the designated location. This bid requires that COSA perform an active role in any configuration necessary.

| #  | Part #             | Description  | Qty                |
|----|--------------------|--|--------------------|
| 1  | WS-C4500X-16SFP+   | Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S   | 2                  |
| 2  | CON-SNT-WSC16SFX   | SMARTNET 8X5XNBD Catalyst 4500-X 16 Port 10G IP Base, Fro    | 2                  |
| 3  | SFP-H10G8-CU1M     | 10GBASE-CU SFP+ Cable 1 Meter                                | for 12 Mo(s)<br>8  |
| 4  | C4KX-PWR-750AC-R   | Catalyst 4500X 750W AC front to back cooling power supply    | 2                  |
| 5  | C4KX-PWR-750AC-RI2 | Catalyst 4500X 750W AC front to back cooling 2nd PWR supply  | 2                  |
| 6  | CAB-C15-CBN        | Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors   | 4                  |
| 7  | S45XUK9-34-1512SG  | CAT4500-X Universal Crypto Image                             | 2                  |
| 8  | C4500X-16P-IP-ES   | IP Base to Ent. Services license for 16 Port Catalyst 4500-X | 2                  |
| 9  | C4KX-NM-8SFP+      | Catalyst 4500X 8 Port 10G Network Module                     | 2                  |
| 10 | GLC-T              | 1000BASE-T SFP   | 4                  |
| 11 | SFP-10G-LR         | 10GBASE-LR SFP Module  | 24                 |
| 12 | WS-C3750X-48PF-S   | Catalyst 3750X 48 Port Full PoE IP Base                      | 10                 |
| 13 | CON-SNT-3750X4FS   | SMARTNET 8X5XNBD Catalyst 3750X 48 Port Full PoE IP Base     | for 12 Mo(s)<br>10 |
| 14 | CAB-C15-CBN        | Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors   | 20                 |
| 15 | C3KX-PWR-1100WAC/2 | Catalyst 3K-X 1100W AC Secondary Power Supply                | 10                 |
| 16 | S375XVK9T-12258SE  | CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR                | 10                 |

|    |                   |   |    |
|----|-------------------|---|----|
| 17 | C3KX-NM-10G       | Catalyst3K-X 10G Network Module<br>option PID | 10 |
| 18 | CAB-STACK-50CM    | Cisco StackWise 50CM Stacking Cable           | 10 |
| 19 | CAB-SPWR-30CM     | Catalyst 3750X Stack Power Cable 30<br>CM     | 10 |
| 20 | C3KX-PWR-1100WAC  | Catalyst 3K-X 1100W AC Power Supply           | 10 |
| 21 | PI-MSE-PRMO-INSRT | Insert, Packout- PI-MSE                       | 10 |
| 22 | WS-C3750X-48PF-S  | Catalyst 3750X 48 Port Full PoE IP Base       | 8  |

|    |                   |   |                      |
|----|-------------------|---|----------------------|
| 23 | CONSNT-3750X4FS   | SMARTNET 24X7X4 Catalyst 3750X 48 Port Full PoE IP Base     | 8<br>for 12<br>Mo(s) |
| 24 | PI-MSE-PRMO-INSRT | Insert. Packout-PI-MSE                                      | 8                    |
| 25 | CABC15-CBN        | Cabinet Jumper Power Cord.250 VAC 13A. C14-C16 Connectors   | 8                    |
| 26 | S375XVK9T-12258SE | CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR               | 8                    |
| 27 | CAB-STACK-50CM    | Cisco StackWise 50CM Stacking Cable                         | 8                    |
| 28 | CAB-SPWR-30CM     | Catalyst 3750X Stack Power Cable 30 CM                      | 8                    |
| 29 | C3KX-NM-BLANK     | Catalyst 3K-X Network Module Blank                          | 8                    |
| 30 | C3KX-PS-BLANK     | Catalyst 3K-X Power Supply Blank                            | 8                    |
| 31 | C3KX-PWR-1100WAC  | Catalyst 3K-X 1100W AC Power Supply                         | 8                    |
| 32 | ISR4451-X-SEC-K9  | Cisco ISR 4451 Security License                             | 1                    |
| 33 | CON-SNT-ISR4451-X | SMARTNET 8X5XNBD Cisco ISR 4451 Sec b                       | 1<br>for 12<br>mo(s) |
| 34 | MEM-FLASH-8U16G   | SG to 16G Flash Memory Upgrade for Cisco ISR 4400           | 1                    |
| 35 | PWR-4450-AC       | 450W AC Power Supply for Cisco ISR 4450                     | 1                    |
| 36 | PWR-4450-AC/2     | 450W AC Power Supply (Secondary PS) for Cisco ISR 4450      | 1                    |
| 37 | CAB-C13-C14-2M    | Power Cord Jumper, C13-C14 Connectors, 2 Meter Length       | 2                    |
| 38 | MEM-4400-DP-2G    | 2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane              | 1                    |
| 39 | SL-44-IPB-K9      | IP Base License for Cisco ISR 4400 Series                   | 1                    |
| 40 | NIM-BLANK         | Blank faceplate for NIM slot on Cisco ISR 4400              | 3                    |
| 41 | POE-COVER-4450    | Cover for empty POE slot on Cisco ISR 4450                  | 2                    |
| 42 | SL-44-SEC-K9      | Security License for Cisco ISR 4400 Series                  |                      |
| 43 | SM-S-BLANK        | Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR | 2                    |
| 44 | SISR4400UK9-310S  | Cisco ISR 4451-X IOS XE UNIVERSAL                           | 1                    |
| 45 | FL-44-HSEC-K9     | U.S. Export Restriction Compliance license for 4400 series  |                      |
| 46 | FL-44-PERF-K9     | Performance on Demand License for 4400 Series               | 1                    |
| 47 | MEM-4400-4GU8G    | 4G to 8G DRAM Upgrade (4G+4G) for Cisco ISR 4400            | 1                    |

| Item  | Qty   | Supplier            | Catalog Nbr  | Description                               |
|---|-------|---------------------|--------------|---|
| 100   | 12 EA | SCHNEIDER<br>ELECIT | SMT3000RMT2U | SMART UPS 3000VA<br>RM 2U LCD 208V        |
| GB Part #: 25415886    UPC #: 73130427955   |       |                     |              |   |
| Item Note:***    4-5 business day lead time |       |                     |              |   |
| 200   | 12 EA | SCHNEIDER<br>ELECIT | AP9566       | RACK PDU BASIC<br>1U 16A 208V             |
| GB Part #: 25265099    UPC #:               |       |                     |              |   |
| Item Note:***    4-5 business day lead time |       |                     |              |   |
| 300   | 12 EA | SCHNEIDER<br>ELECIT | AP9630       | UPS<br>NETWORK<br>MANAGEMENT<br>NT CARD 2 |
| GB Part #: 25745363    UPC #: 73130426741   |       |                     |              |   |
| Item Note:***    1-2 business day lead time |       |                     |              |   |