

SSAISD BOARD AGENDA - ITEM SUMMARY

MEETING DATE:	December 18,2013
MEETING TYPE:	<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SPECIAL
ITEM TITLE:	Discussion and possible action to approve the Second Amendment to Agreement for Lease of Space between The Texas A&M University System and The South San Antonio Independent School District.
PURPOSE:	<input type="checkbox"/> RECOGNITION <input type="checkbox"/> REPORT ONLY <input type="checkbox"/> DISCUSSION <input checked="" type="checkbox"/> ACTION
PRESENTER(S):	Dr Maria Hernandez Ferrier and Mr. Kenneth E. Mitts
REQUESTED BY:	Ms Mourette Hodge

I. DESCRIPTION OF ITEM TO INCLUDE YOUR SPECIFIC REQUEST:

Discussion and possible action to approve the Second Amendment to Agreement for Lease of Space between The Texas A&M University System and The South San Antonio Independent School District.

II. BACKGROUND INFORMATION (DOCUMENTATION):

Lease – the purpose of amending an agreement for lease of space dated January 12, 2007, as amended by an amendment to agreement for lease of space dated January, 2010, governing a lease of space located on the former Olivares Elementary School campus located in San Antonio, Bexar County, Texas.

III. ALTERNATIVES CONSIDERED (IF APPLICABLE):

N/A

IV. RECOMMENDATION AND IMPACT:

Approval of the Second Amendment to Agreement for Lease of Space between The Texas A&M University System and The South San Antonio Independent School District.

V. DISTRICT GOAL AND CORRESPONDING DEPARTMENTAL INITIATIVE:

N/A

VI. FUNDING SOURCE-PROGRAM AND/OR BUDGET CODE:

N/A



THE TEXAS A&M UNIVERSITY SYSTEM
Office of General Counsel

November 25, 2013

MEMORANDUM:

TO: Ken Mitts
Vice President for Finance and Administration
And Chief Financial Officer

THROUGH: Timothy V. Coffey ✓
Managing Counsel, Property and Construction

FROM: Eddie D. Zimmerman
Senior Real Estate Analyst EDZ

SUBJECT: *Second Amendment to Agreement For Lease of Space* By and Between The Texas A&M University System and the South San Antonio Independent School District for Office Space Located at 1450 Gillette Boulevard in San Antonio, Bexar County, Texas. SREO File No. 2014250001.

Attached for your review and approval are copies of the above referenced document. After your review, please forward the *Amendments* to Dr. Ferrier for her signature. Once the documents have been executed by TAMU-SA, please route them to the South San Antonio ISD for execution. After their signatures, please have them return one original to System Real Estate for further handling. I will send you an electronic copy for your files.

If you have any questions, or if I can be of assistance to you, please feel free to call me.

EDZ:edz

Enclosures

'13DEC 3 1:27PM

SECOND AMENDMENT TO AGREEMENT FOR LEASE OF SPACE

THIS AMENDMENT (this "Amendment") is entered into effective the ____ day of November, 2013 (the "Effective Date"), by and between the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM ("TAMUS")**, an agency of the State of Texas, for the use and benefit of Texas A&M University-San Antonio, a member of The Texas A&M University System, an agency of the State of Texas, and **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT ("SOUTH SAN ANTONIO ISD")**, for the purpose of amending an Agreement for Lease of Space dated January 12, 2007, as amended by an Amendment to Agreement for Lease of Space dated January, 2010, governing a lease of space located on the former Olivares Elementary School campus located in San Antonio, Bexar County, Texas (the "Lease").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TAMUS** and **SOUTH SAN ANTONIO ISD** hereby agree as follows:

1. Initial Term. Section 2.01 of the Lease is hereby amended to extend the initial term of the Lease until January 11, 2019.

2. Assignment and Subletting. Article 9 of the Lease is hereby amended to add the following sentence: **SOUTH SAN ANTONIO ISD** consents to **TAMUS** subleasing a portion of the Property to Baptist University of the Americas.

3. Additional Consideration. Section 3.02 of the Lease is hereby amended to read as follows:

3.02 Additional Consideration. As additional consideration for the use and possession of the Property, **TAMUS** agrees to award eleven (11) scholarships (tuition, fees and books for up to 15 semester hours) per semester during the Term of this Lease to students attending Texas A&M University-San Antonio, who are identified by **SOUTH SAN ANTONIO ISD** and who meet the admission and retention requirements of Texas A&M University-San Antonio. No more than eleven (11) scholarships shall be outstanding at any one time. Since Texas A&M University-San Antonio is an upper level university, **SOUTH SAN ANTONIO ISD** may designate students admitted to Palo Alto College as freshmen or sophomores to receive a scholarship funded by **TAMUS**; provided, that no more than five (5) of the eleven (11) scholarships shall be for students attending Palo Alto College.

4. Counterparts. This Amendment may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

6. Other Terms. Except as expressly provided herein, all of the terms and conditions of the Lease and any and all other documents described in or executed in connection with the Lease shall continue in full force and effect and are hereby reaffirmed.



**SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT**

By: _____
MOURETTE HODGE
Interim Superintendent

By: _____
HELEN MADLA
Board President

ATTEST:

CONNIE PRADO
Board Secretary

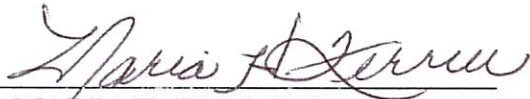
APPROVED AS TO FORM:

Attorney for San Antonio ISD

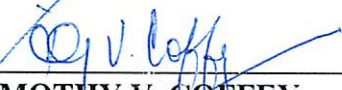
[SIGNATURES CONTINUED ON NEXT PAGE]



THE BOARD OF REGENTS OF THE TEXAS
A&M UNIVERSITY SYSTEM, for and on behalf
of Texas A&M University-San Antonio

By: 
MARIA H. FERRIER
President
Texas A&M University-San Antonio

APPROVED AS TO FORM:


TIMOTHY V. COFFEY
Managing Counsel, Property and Construction
Office of General Counsel
The Texas A&M University System



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**SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT**

By: _____
MOURETTE HODGE
Interim Superintendent

By: _____
HELEN MADLA
Board President

ATTEST:

CONNIE PRADO
Board Secretary


APPROVED AS TO FORM:

Attorney for San Antonio ISD


[SIGNATURES CONTINUED ON NEXT PAGE]



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of Texas A&M University-San Antonio

By: 
MARIA H. FERRIER
President
Texas A&M University-San Antonio

APPROVED AS TO FORM.


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Managing Counsel, Property and Construction
Office of General Counsel
The Texas A&M University System

