



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: December 20, 2017

Purpose: ☐ Report Only ☐ Recognition ☒ Discussion/ Possible Action

From:

Juan C Zamora, Chief Financial Officer

Item Title: Discussion and possible action to approve the Amendment to the Lease Agreement with Bexar County for the Olivares facility.

Description:

The amendment would lease the facility for one dollar per year, but would remove all liability from the district for any repairs or upkeep to the facility. Bexar County will be responsible for maintaining the entire facility in good working order.

Recommendation:

To approve the First Amendment to the lease agreement with Bexar County for the Olivares facility.

District Goal/Strategy:

Strategy 5 We will prioritize district revenues to guide student future choices.

Funding Budget Code and Amount:

CFO Approval

NA

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

ACZ
[Signature]
[Signature]

12/17/17

12-14-2017

FIRST AMENDMENT TO THE LEASE AGREEMENT

This **FIRST AMENDMENT TO THE LEASE AGREEMENT** (the "Amendment") is made as of [month], [date], 2017 ("Amendment Effective Date"), between **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**, whose address is 5622 Ray Ellison Drive, San Antonio, Texas 78242 ("**SSAISD**"), and **BEXAR COUNTY**, a political subdivision of the State of Texas whose address is 101 W. Nueva, Suite 1000, San Antonio, Texas 78205, ("**COUNTY**"). SSAISD and COUNTY shall collectively be referred to as "the Parties."

RECITALS:

WHEREFORE, the Parties previously entered into a Lease Agreement dated [month], [date], 20__ (the "Lease"), pursuant to which SSAISD leased to COUNTY, and COUNTY leased from SSAISD certain real property situated at 1450 Gillette Blvd, San Antonio, Texas, together with certain improvements, which is collectively referred to as the "Premises" herein, and is more completely described in the Lease. Capitalized terms used in this Amendment and not defined in this Amendment shall have the meanings given to such terms in the Lease.

WHEREFORE, the Parties want to amend the Lease, subject to the terms of this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Lease as follows:

ARTICLE III, FINANCIAL ARRANGEMENTS/IN-KIND SERVICES

Delete the text of Section 3.01 and replace with the following:

3.01 Minimum Annual Rent - \$1.00 per year, due on or before January 31st of each calendar year.

ARTICLE V, BUILDING SERVICES AND MAINTENANCE

Delete the text of Section 5.01 and replace with the following:

5.01 Building Services – COUNTY shall maintain the entire Premises, and the improvements thereon, in good working order, including the roof and structure of the Premises and the electrical system and water pipes behind the walls of the Premises. COUNTY shall be solely responsible for the cost of repairs and/or replacement of electrical wiring and/or fixtures and water pipes in front of and at the wall of the Premises to be used by COUNTY. COUNTY shall be solely responsible for the cost of repair and/or replacement of the Heating, Ventilation and Air Conditioning (HVAC) system, without limitation and sufficient to maintain such system in good working order. COUNTY shall be solely responsible for the cost of repair and/or replacement of the perimeter fencing of the Leased Premises. COUNTY shall furnish to the Premises the following utilities and services ("Building Standard Services"):

- 5.01.1 Heat and air conditioning;
- 5.01.2 Water for normal and customary use;
- 5.01.3 Usual security services consistent with levels provided throughout other COUNTY facilities; and
- 5.01.4 Electric current having sufficient voltage requirement for normal and customary office use.

Delete the text of Section 5.02 and replace with the following:

5.02 Capital Improvements or Major Repairs – With respect to any Capital Improvements or Major Repairs to the Premises, COUNTY shall be fully responsible for payment of such costs in full.

Delete the text of Section 5.04 in its entirety.

Delete the text of Section 5.07 and replace with the following:

5.07 OPERATION COSTS –COUNTY shall be solely responsible for any and all Operation Costs affecting the Premises, with such costs being specifically defined as follows. "**Operation Costs**" shall mean any and all costs, fees, expenses and disbursements of every kind and character (subject to the limitations set forth below) incurred, paid or may become obligated to be paid in connection with the operation, maintenance, repair, management, and security of the Premises, including, without limitation, all housekeeping, alarm system maintenance and operation, lawn care, pest control, facilities, equipment, utility systems and costs, streets, alleys, parking areas, driveways and access roads, aisles, sidewalks, curbs, delivery passages and loading areas or docks and service ways, loading areas, lighting facilities, landscaped areas, signs, and all other areas and improvements provided for the use or made available for the PREMISES.

[signatures on next page]

Approved by SSAISD on the ____ day of _____, 2017.

Approved by COUNTY on the ____ day of _____, 2017.

This FIRST AMENDMENT TO THE LEASE AGREEMENT has been Executed in Duplicate Originals, each to have the same force and effect.

BEXAR COUNTY

SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT

By: _____
NELSON WOLFF
County Judge

By: _____
DR. ABELARDO SAAVEDRA
SUPERINTENDENT

ATTEST:

GERARD C. RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
KATHERINE RAMOS
Assistant Criminal District Attorney –
Civil Division

APPROVED AS TO FINANCIAL CONTENT:

BY: _____
SUSAN YEATTS
Bexar County Auditor

BY: _____
DAVID SMITH
Bexar County Manager