

AN ORDINANCE 2008-01-31-0062

AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE BEXAR COUNTY HOSPITAL DISTRICT d/b/a UNIVERSITY HEALTH SYSTEM (UHS), FOR APPROXIMATELY 38,729 SQUARE FEET OF CLINIC AND OFFICE SPACE IN NINE (9) SAN ANTONIO METROPOLITAN HEALTH DISTRICT CLINICS FOR THE PROVISION OF CLINICAL PREVENTIVE HEALTH SERVICES BY UHS FOR THE PERIOD FEBRUARY 4, 2008 THROUGH DECEMBER 31, 2008.

* * * * *

WHEREAS, a Joint Planning and Operations Council (JPOC) composed of senior staff from both the San Antonio Metropolitan Health District (SAMHD) and the University Health System (UHS) was formed in October 2006 to explore areas for consolidation and establish a high-performing public health system; and

WHEREAS, after much study on health system coordination and integration, including State Statutes which regulate both entities, the JPOC recommended that all individual clinical preventive health services should transition from SAMHD to UHS control, including the personnel and grants that support these activities. These services include prenatal care, family planning, well-child screenings, breast and cervical cancer screenings, senior health screenings, and refugee health services; and

WHEREAS, the SAMHD should continue to provide population-based health services including the health authority responsibilities, community health monitoring and investigations, community-based preventive health services, communicable disease control programs, food and environmental health programs, maintenance of vital statistics and public health emergency preparedness; and

WHEREAS, UHS will be allowed to operate in SAMHD facilities and use all of the equipment and City support services at no cost through a transition period for the provision of transferred clinical health services pursuant to Texas Local Government Code § 272.005; and

WHEREAS, long-term objectives of this transfer of services are to strengthen the focus on health, wellness, and prevention within the City and County and expand preventive health services, health education, and community-based outreach within the UHS; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, or the Director of the Department of the San Antonio Metropolitan Health District (SAMHD) or his designee is authorized to execute a lease agreement with the Bexar County Hospital District d/b/a University Health System (UHS) for approximately 38,729 square feet of clinic and office space in the following nine (9) SAMHD clinics: Bob Ross Center, Eastside Branch Clinic, Frank Garret Center, Kenwood Public Health

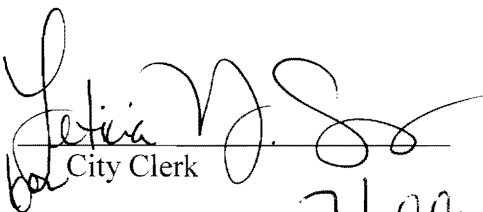
Clinic, Naco-Perrin Clinic, Old Highway 90 Public Health Clinic, Pecan Valley Clinic, South Flores Clinic, and Zarzamora Clinic. A copy of the lease agreement is attached hereto in substantially final form and incorporated herein for all purposes as Attachment I. The City Manager, or her designee, severally, is further authorized to take all other actions reasonably necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the attached document, and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

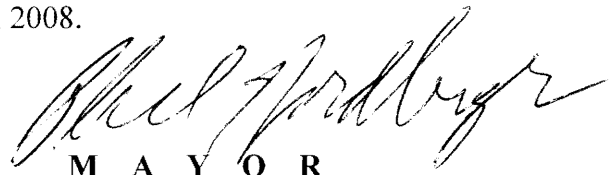
SECTION 2. Consideration for the lease of space in the nine (9) clinics by UHS will be the promotion of a public purpose; to wit, the provision of clinical preventive health services to the community by UHS for the duration of the lease agreement.


SECTION 3. 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 4. This Ordinance shall become effective immediately upon passage by eight (8) affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 31st day of January, 2008.

ATTEST: 
City Clerk


M A Y O R
PHIL HARDBERGER

APPROVED AS TO FORM: 
for City Attorney

Agenda Item:	6						
Date:	01/31/2008						
Time:	10:18:34 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of a lease agreement with the Bexar County Hospital District, dba University Health System (UHS), for approximately 38,729 square feet of clinic and office space in nine (9) San Antonio Metropolitan Health District (SAMHD) clinics for the provision of clinical preventive health services by UHS for the period February 4, 2008 through December 31, 2008. [Frances A. Gonzalez, Assistant City Manager; Fernando A. Guerra, Director, Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1	x					
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				x
John G. Clamp	District 10		x				



CMS or Ordinance Number: OR00000200801310062

TSLGRS File Code: 1000-05

Document Title:
ORD - UHS Lease for 9 SAMHD Clinics

Ordinance Date:
1/31/2008



CMS or Ordinance Number: CN4600007922

TSLGRS File Code:1000-25

Document Title:
CONT - UHS Lease for 9 SAMHD Clinics

Commencement Date:

2/4/2008

Expiration Date:

12/31/2008

Clinic Lease
(San Antonio Metropolitan Health District Clinics/University Hospital System)

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1. Basic Information, Definitions.

Effective Date: The effective date of the Authorizing Ordinance

Authorizing Ordinance: 2008-01-31-0062

Landlord: City of San Antonio

Landlord’s Address: P.O. Box 829966, San Antonio, Texas 78283-3966
(Attention: Director of Health)

Tenant: Bexar County Hospital District d/b/a University Health System

Tenant's Address: 4502 Medical Drive, San Antonio, Texas 78229
(Attention: President and CEO)

Permitted Use: Medical clinic and general office use

Commencement Date: February 4, 2008

Initial Term: From the Commencement Date through December 31, 2008

Base Rent: In-Kind Services as Described Below

Address for Payment of Rent: City of San Antonio, P.O. Box 830066, San Antonio, Texas 78283.2966 (Attention: Director, Finance Department)

Operating Expenses: All expenses reasonably incurred in connection with ownership, operation, and maintenance of the building, except costs for (i) depreciation; (ii) leasing commissions; (iii) legal expenses; and (iv) marketing expenses.

Premises: The Premises are the following nine medical clinics:

1. Bob Ross Center, 2219 Babcock, San Antonio, Bexar County, Texas, as graphically depicted on **Exhibit A**.
2. Eastside Branch Clinic, 210 N. Rio Grande, San Antonio, Bexar County, Texas, as graphically depicted on **Exhibit B**.
3. Frank Garrett Center, 1226 N.W. 18th Street, San Antonio, Bexar County, Texas, as graphically depicted on **Exhibit C**.
4. Kenwood Public Health Clinic, 302 Dora Street, San Antonio, Bexar County, Texas, as graphically depicted on **Exhibit D**.
5. Naco-Perrin Clinic, 4020 Naco-Perrin Road, San Antonio, Texas, as graphically depicted on **Exhibit E**.
6. Old Highway 90 Public Health Clinic, 911 Old Highway 90, San Antonio, Bexar County, Texas, as graphically depicted on **Exhibit F**.
7. Pecan Valley Clinic, 802 Pecan Valley, San Antonio, Bexar County, Texas, as graphically depicted on **Exhibit G**.
8. South Flores Clinic, 7902 South Flores, San Antonio, Bexar County, Texas, as graphically depicted on **Exhibit H**.
9. Zarzamora Clinic, 4503 S, Zarzamora, San Antonio, Bexar County, Texas, as graphically depicted on **Exhibit I**.

2. Grant.

Landlord leases the Premises to Tenant, and Tenant takes the Premises from Landlord on the terms and conditions of this Lease. This lease includes permission for Tenant to use the Landlord's personal property listed on **Exhibit J** ("Landlord's Personal Property").

3. Rent.

3.01. Tenant need not pay cash rent under this Lease, but it must operate the clinics listed in Exhibits A through I and provide custodial services in the areas occupied. Tenant must maintain a level and scope of service reasonably comparable to that maintained by Landlord when Landlord operated the clinics.

3.02. Landlord pays the Operating Expenses, including utilities, for each of the Premises without charge to or reimbursement by Tenant.

4. Term.

The term of this Lease is the Initial Term, unless sooner terminated as provided in this Lease.

5. Tenant's Affirmative Promises.

Tenant promises that it will:

5.01. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

5.02. 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.

5.03. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

5.04. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

5.05. After casualty loss not terminating the lease, rebuild the interior partitions, ceilings, wiring, light fixtures, and plumbing, but only if the loss is caused by Tenant's negligence.

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

5.07. Vacate the Premises and return all keys to the Premises on the last day of the Term, subject to any holdover rights.

5.08. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested. Tenant need not sign any certificate that purports to modify Tenant's obligations in any respect, except for a change in the address for notice or payment of rent.

5.09. Timely perform all material obligations of all other agreements between Landlord and Tenant relating to Tenant's operations of the clinics subject to this lease.

5.10. At the expiration or other termination of this Lease, return to Landlord all Landlord's equipment that Tenant is entitled to use under this Lease. Upon return, all such equipment must be in substantially the same equipment in which Tenant received it, ordinary wear and tear excepted.

5.11. Return to Landlord at termination of this Lease all Landlord's Personal Property in the same condition in which it was received, ordinary wear and tear excepted. Unless Tenant notifies Landlord in writing of defects in a specific piece or pieces of Landlord's Personal Property within 30 days of the commandment of the Lease, all Landlord's Personal Property is presumed to be in good and serviceable condition at the commencement.

6. Tenant's Negative Promises.

Tenant promises that it will not:

6.01. Use the Premises for any purpose other than the Permitted Use.

6.02. Create a nuisance.

6.03. Interfere with any other tenant's normal business operations or Landlord's management of the Building.

6.04. Permit waste.

6.05. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

6.06. Change Landlord's lock system, without Landlord's prior written consent..

6.07. Alter the Premises, without Landlord's prior written consent.

6.08. Allow a lien to be placed on the Premises.

7. Landlord's Affirmative Promises.

Landlord promises that it will:

7.01. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

7.02. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas.

7.03. 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, wiring, and plumbing, and (d) other structures or equipment serving the Premises.

7.04. Allow Tenant the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

7.05 Allow Tenant to use the equipment set out on **Exhibit J**.

7.06. Maintain security alarms and provide them for Tenant's use.

8. Landlord's Negative Promise.

Landlord promises that it will not interfere with Tenant's possession of the Premises as long as Tenant is not in default.

9. Alterations.

9.01. 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 Commencement Date, normal wear excepted.

9.02. Tenant need not remove electronic networking cables installed within walls or above suspended ceilings and need not remove network jacks properly installed according to manufacturer's directions.

10. Insurance.

10.01. Tenant will self-insure as it deems advisable. 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.

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

11. Release of Claims/Subrogation.

The insurance requirements of this Lease are a bargained-for allocation of risk of loss. Landlord and Tenant release each 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 by 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.

12. Environmental Matters.

12.01. “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.

12.02. “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.

12.03. “Release” means depositing, spilling, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing.

12.03. In its use of the Premises, Tenant must comply with all applicable Environmental Laws and must cause its employees, agents, and contractors on the Premises to do so as well. Tenant will obtain all permits required under Environmental Law for its use of the Premises. At least 180 days before expiration of any such permit, Tenant must present proof to Landlord that it has applied for renewal.

12.04. Tenant must not allow the Release of any Hazardous Material from its use of the Premises on, onto, or from the Property. Tenant further must not to handle, use, or otherwise manage any Hazardous Material on the Premises or the Property in violation of any Environmental Laws or in any but a reasonable and prudent manner.

12.05. Tenant must immediately provide to Landlord copies of: (i) any documents required to be submitted to a Governmental Authority under Environmental Law; (ii) any notice alleging a violation of Environmental Law, or (iii) any demand from or allegation by any third party in relation to Hazardous Materials or Environmental Law. Tenant must promptly deliver to Landlord any information it receives regarding any Release of Hazardous Materials on, to, from, or about the Premises.

12.06. Landlord may conduct, at Tenant’s expense, periodic inspections of the Premises and Tenant’s operations thereon to assure compliance with Tenant’s environmental covenants. Tenant need not pay the expense of more than one such inspection in any 12-month period.

12.07. If Tenant breaches any of its representations, warranties or covenants, Tenant at its sole expense, must take all actions required, including environmental cleanup of the Premises, to comply with the representations, warranties, and covenants or applicable law. Tenant must take all action required by applicable Environmental Laws. If Tenant's actions under this provision involve cleaning up a Release of Hazardous Materials, Tenant must perform the cleanup consistently with residential use of the Premises and will not use any institutional controls or engineering controls in lieu of clean-up. Tenant will further obtain a Certificate of Completion from the TCEQ's Voluntary Cleanup Program. Institutional controls include laws, rules, or regulations or private prohibitions limiting use of a property, such as a prohibition against water well use within a certain contaminated track or area of a local government's jurisdiction. Engineering controls mean physical apparatus such as an asphalt or concrete cap, detention basin, extraction well, or other engineered device to control, contain, or remove pollutants.

13. Landlord's Municipal Powers.

Landlord is a municipality as well as landlord under this Lease. As a municipality, it may from time to time exercise municipal powers unrelated to the Lease that will nevertheless adversely affect Tenant. Such actions may include redirection of traffic, street closures, or other actions intended to facilitate public safety or the conduct of major events. No such action by Landlord as a municipality is a breach of Landlord's duties as landlord or entitles Tenant to any relief under this Lease. In such case, Tenant will have no more rights than it would if its landlord were a private entity.

14. Casualty/Total or Partial Destruction.

If the Premises are damaged by casualty and cannot be restored within ninety 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 ten days. If Tenant does not terminate this lease, the lease will continue, and Landlord will restore the Premises as provided above.

15. Condemnation/Substantial or Partial Taking.

15.01. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

15.02. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

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

16. Holdover.

If Tenant holds over after termination or expiration of this Lease, it is a Tenant at sufferance under the terms of this Lease.

17. Default, Remedies for Default.

17.01. If Tenant permits or fails to prevent any of the following occurrences, it is a Tenant event of default:

17.01.01. Tenant fails to comply with any term, provision or covenant of this Lease, other than the payment of rental or expenses demanded by Landlord and does not cure such failure within 30 days after written notice thereof to Tenant, or any representation or warranty by Tenant or any guarantor of this Lease is false or misleading in any material respect when given to Landlord.

17.01.02. This Lease or the Premises or any part thereof is taken upon execution or by other process of law directed against Tenant, or is taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and the attachment is not to be discharged or disposed of within 30 days after the levy thereof.

17.01.03. Tenant or any guarantor of the Lease files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or voluntarily takes advantage of any such law or act by answer or otherwise, or is dissolved, or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they mature.

17.01.04. Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant or any guarantor of the Lease is instituted against Tenant or such guarantor, as the case may be, or a receiver or trustee of all or substantially all of the property of Tenant or any guarantor is appointed, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

17.01.05. Tenant deserts, vacates or abandons all or any portion of the Premises, or ceases to physically occupy any substantial portion of the Premises and continuously operate its business on the Premises, or fails to commence business operations in the Premises on or before the Commencement Date. If Tenant removes or makes preparations to remove its goods, equipment, inventory, and fixtures (other than in the normal course of business) in amounts sufficient to indicate a probable intent to vacate the Premises, Tenant's breach is established conclusively.

17.01.06. Tenant does or permits to be done anything which creates a lien upon the Premises which is not removed or released within 30 days of its filing.

17.02. Remedies Upon Default. Upon the occurrence of any Tenant event of default, Landlord has the option to pursue anyone or more of the following:

17.02.01. In addition to, and without limiting any other remedies available to Landlord at law or in equity, immediately terminate this Lease and all rights of Tenant hereunder. If that event, Tenant must immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy, enter and take possession of the Premises or any part thereof and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages.

17.02.02. Enter upon and take possession of the Premises or any part thereof and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor without having terminated the Lease.

17.03. Repossession and Alteration of Locks. Landlord's exercise of one or more remedies is not acceptance of Tenant's purported surrender of the Premises, whether by agreement or by operation of law. Surrender can occur only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises is unauthorized or constitutes conversion. Tenant consents to Landlord's exercise of dominion over Tenant's property within the Premises in case of Tenant's default. Tenant waives (A) all claims for damages by reason of such reentry, repossession, or alteration of locks or other security devices and (B) all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings, or other legal process. Re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect. Landlord is not liable in trespass or otherwise for such re-entry.

17.04. Default by Landlord. If Landlord defaults, Tenant's exclusive remedy is an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord or on rent due Landlord). Tenant is not permitted to withhold Rent. Before filing any such action Tenant must give Landlord 30-days prior written notice specifying the alleged default and giving Landlord opportunity to cure. Unless and until Landlord fails to timely cure a default after written notice, Tenant has no remedy or cause of action by reason thereof. All obligations of Landlord are covenants, not conditions. Landlord's liability to Tenant for default is limited to actual, direct, but not consequential, damages. **Tenant hereby waives its statutory lien under § 91.004 of the Texas Property Code.**

17.05. Rights Respecting Personal Property. If Landlord takes possession of the Premises under the authority of this Lease, Landlord may keep in place and use all

furniture, fixtures, and equipment at the Premises, including that owned by or leased to Tenant at all times before foreclosure thereon by Landlord or repossession thereof by any lessor thereof or lienholder thereon. Landlord may also remove from the Premises (without obtaining a distress warrant, writ of sequestration, or other legal process) all or any part of the furniture, fixtures, equipment, and other property and place same in storage anywhere in the county in which the Premises are located. In such case, Tenant is liable to Landlord for costs incurred by Landlord in the removal and storage. Landlord also may relinquish all or any part of the furniture, fixtures, equipment, and other property to any person ("Claimant") who presents to Landlord a copy of any instrument represented to have been executed by Tenant, if the instrument purports to grant Claimant the right under various circumstances to take possession of the property. Landlord need not inquire into the authenticity of the instrument or Tenant's or Tenant's predecessor's signature thereon. Landlord further need not investigate or inquire into the validity of the factual or legal basis on which Claimant purports to act. These rights of Landlord are additional to any other rights that Landlord has or may hereafter have at law or in equity. Tenant stipulates that the rights herein granted Landlord are commercially reasonable.

17.06. Cumulative Remedies. Each right and remedy provided to Landlord in this Lease is cumulative to every other right or remedy provided to Landlord by this Lease or applicable law, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of one or more of the right or remedy does not preclude the simultaneous or later exercise by Landlord of another remedy. All costs incurred by Landlord in collecting any amounts and damages owed by Tenant under this Lease or to enforce any provision of it, including reasonable attorneys' fees from the date any such matter is turned over to litigation counsel, are also recoverable by Landlord from Tenant.

18. Tenant's Bankruptcy.

In addition to other available remedies, if Tenant becomes the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar proceeding under the federal bankruptcy laws:

18.01. "Adequate protection" of Landlord's interest in the Premises pursuant to Sections 361 and 363 (or their successor sections) of the Bankruptcy Code, 11 U.S.C., Paragraph 101, et seq., as amended from time to time ("Bankruptcy Code"), before assumption or assignment of the Lease by Tenant include but are not limited to all (or any part) of the following:

- (i) continued performance of all covenants and obligations hereunder by Tenant;
- (ii) hiring security guards to protect the Premises if Tenant abandons or ceases operations, the obligation of Tenant only to be effective so long as Tenant remains in possession and control of the Premises to the exclusion of Landlord;

18.02. "Adequate assurance of future performance" by Tenant or any assignee of Tenant pursuant to Bankruptcy Code Section 365 includes (but is not be limited to) payment of an additional/new Security Deposit in the amount of three times the then-current monthly Base Rental and Additional Rent payable hereunder.

18.03. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, assumes, without further act or deed, all obligations of Tenant arising under this Lease on and after the effective date of such assignment. Any such assignee must, on demand by Landlord, execute and deliver to Landlord an instrument confirming the assumption of liability.

18.04. To the extent permitted by law, this Lease is a contract under which applicable law excuses Landlord from accepting performance from (or rendering performance to) any person other than Tenant.

19. Warranty Disclaimer.

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. Tenant acknowledges it has had ample opportunity to perform due diligence regarding the Premises and accepts the Premises in their present condition, as-is.

20. Abandoned Property.

Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

21. Appropriations.

21.01. Notwithstanding anything in this agreement to the contrary, all obligations of Landlord to make payments hereunder are subject to the appropriation of sufficient funds for such payments by City Council. If for any reason City Council fails to appropriate sufficient funds or grant expenditure authority, or funds become unavailable by operation of law, Landlord is relieved of the obligation to make such payments during the term of the non-appropriation.

21.02. Notwithstanding anything in this agreement to the contrary, all obligations of Tenant to make payments hereunder are subject to the appropriation of sufficient funds for such payments by Tenant's Board of Managers. If for any reason the Board fails to appropriate sufficient funds or grant expenditure authority, or funds become unavailable by operation of law, it shall relieve Tenant from the obligation to make such payments during the term of the non-appropriation.

22. Sublease, Assignment.

Tenant cannot assign or sublease this lease without Landlord's prior written consent. Assignments include any transaction in which (A) a material part of Tenant's assets are sold outside the ordinary course of business or (B) a change in the identity of those owning, holding, or controlling the power to vote of 50% of the equity interest in Tenant.

Despite the above, Tenant may assign operation of the clinics to Community Medicine Associates.

23. Dispute Resolution.

23.01. 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.

23.02. Filing suit on a claim that should be mediated 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.

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

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

23.05. 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.

23.06. Mediator fees must be borne equally.

23.07. 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.

24. Miscellaneous.

24.01. *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.

24.02. *Severability.* If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.

24.03. *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.

24.04. *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.**

24.05. *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.

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

24.07. *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. If the addressee is a corporation, notices must be addressed to the attention of its President. 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.

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

24.09. *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.

24.10. *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

25. Public Information.

Tenant 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.

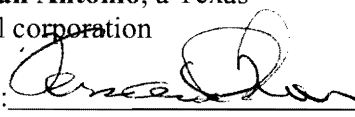
In Witness Whereof, the parties have caused their representatives to set their hands.

Landlord

Tenant

City of San Antonio, a Texas municipal corporation

Bexar County Hospital District d/b/a University Health System

Signature: 

Signature: 

Printed Name: Fernando A. Guerra

Printed Name: George B. Hernandez, Jr.

Title: Director of Health

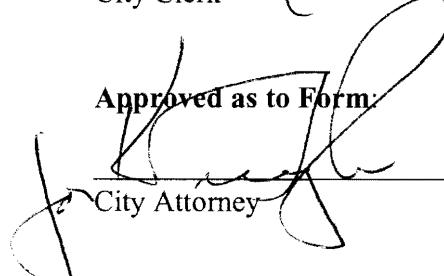
Title: President/CEO


Date: 2-21-08

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

APPROVED AS TO FORM

BRIGID SHERIDAN
ATTORNEY, LEGAL SERVICES

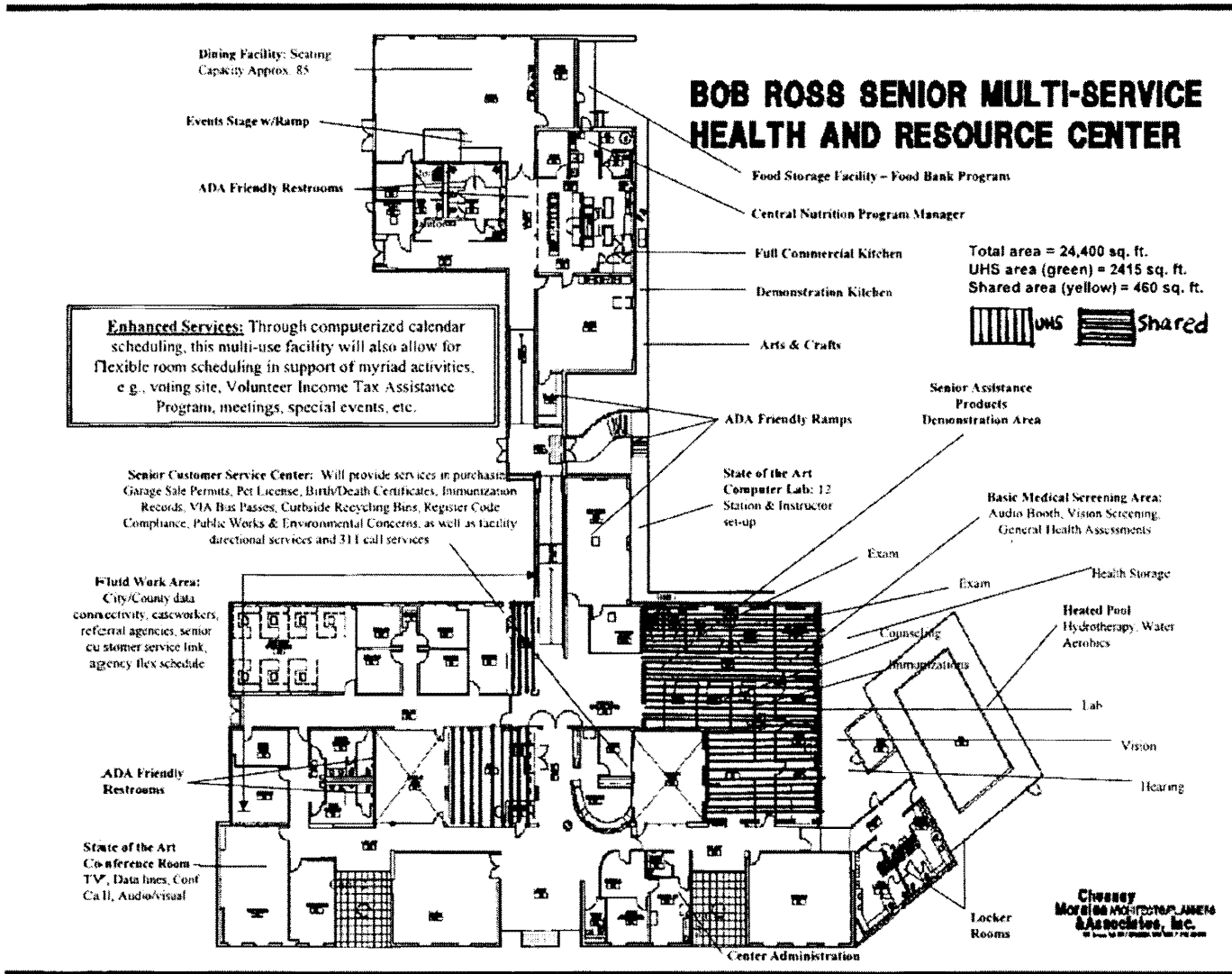
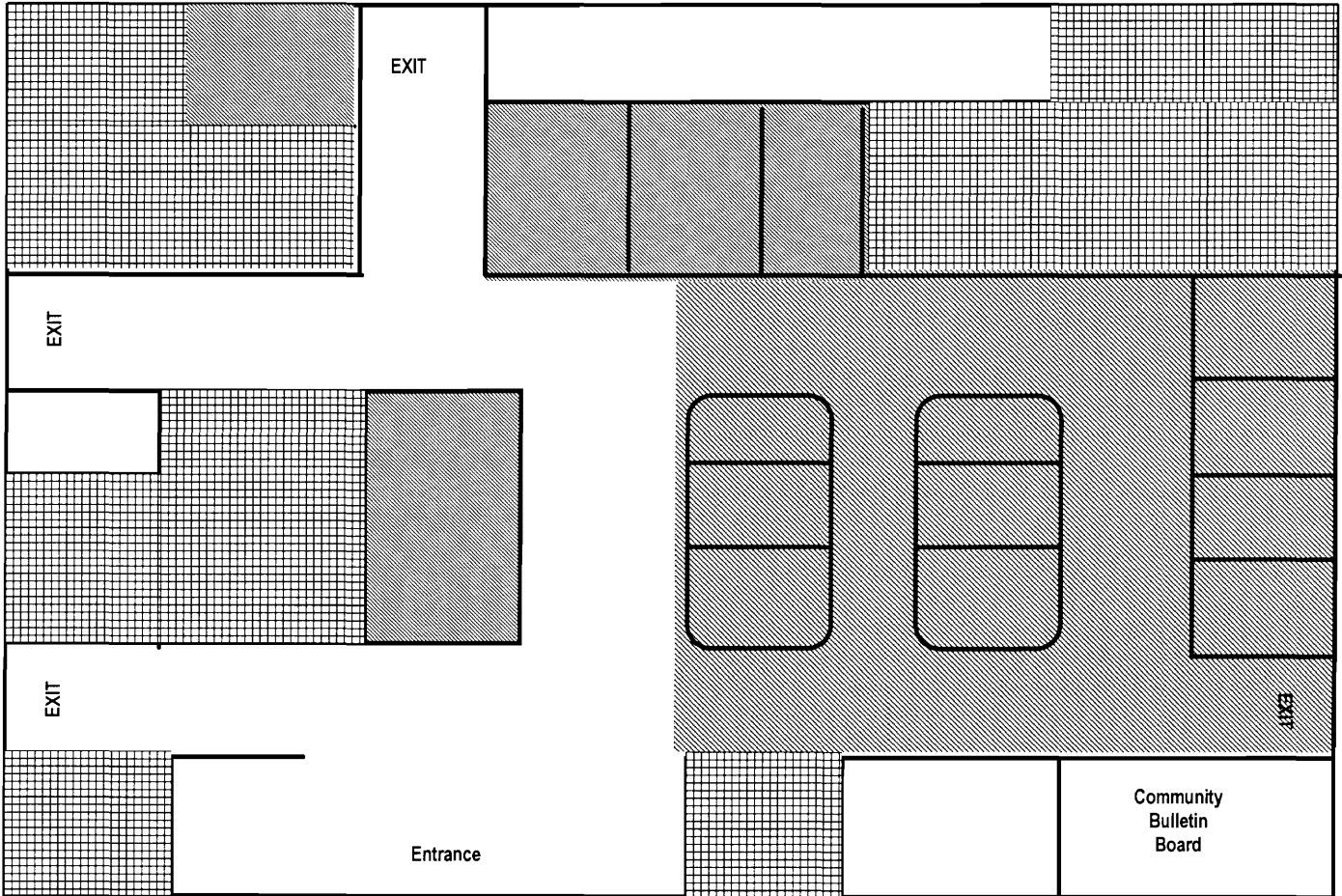
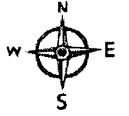


Exhibit B

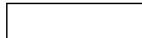
Eastside Public Health Clinic 210 Rio Grande



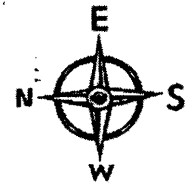
UHS - 3,699 Sq. Ft.

SAMHD - 4,989 Sq. Ft.

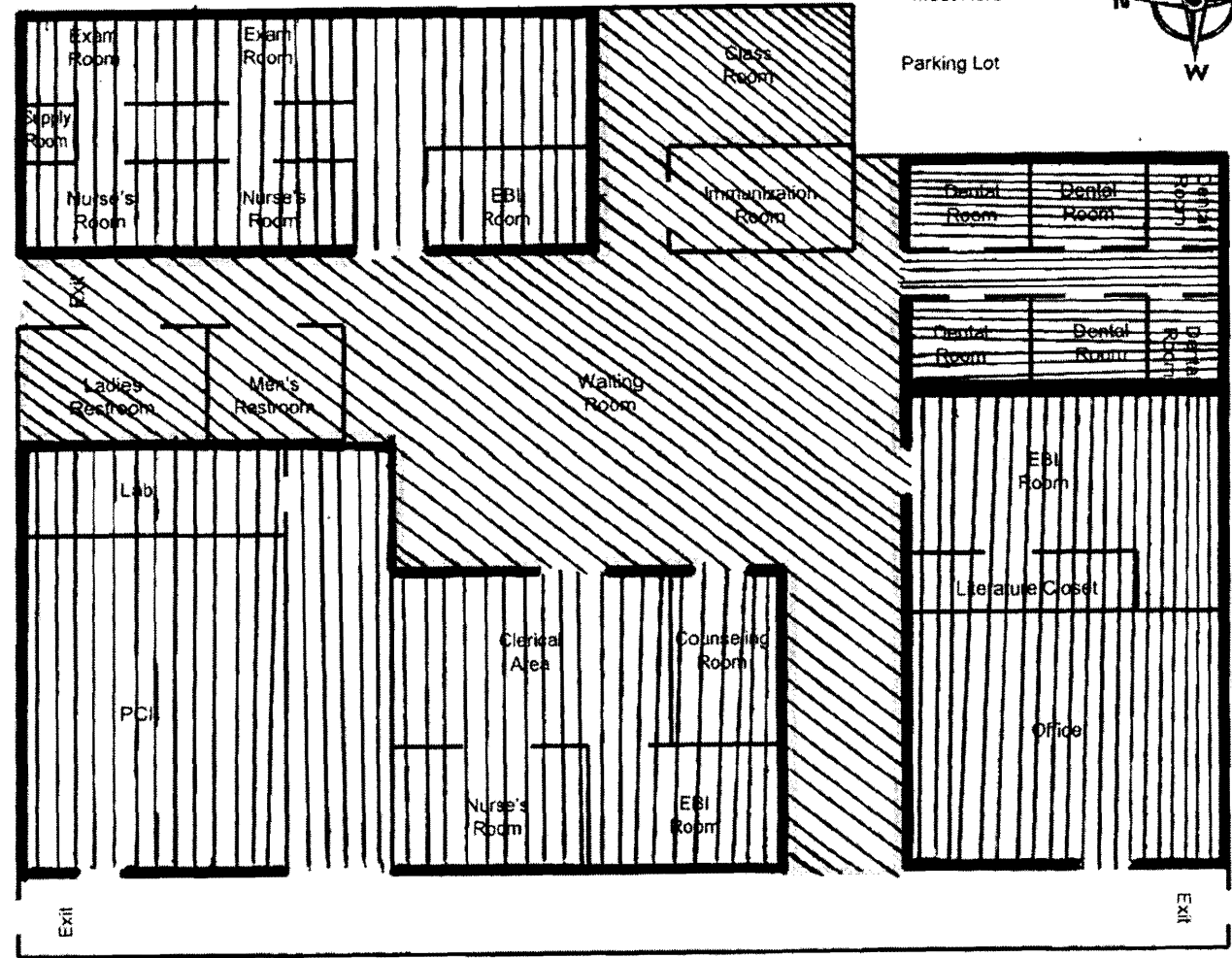
Shared - 3,222 Sq. Ft.



Westend Clinic
1226 N.W. 18th Street



Meet Here
Parking Lot

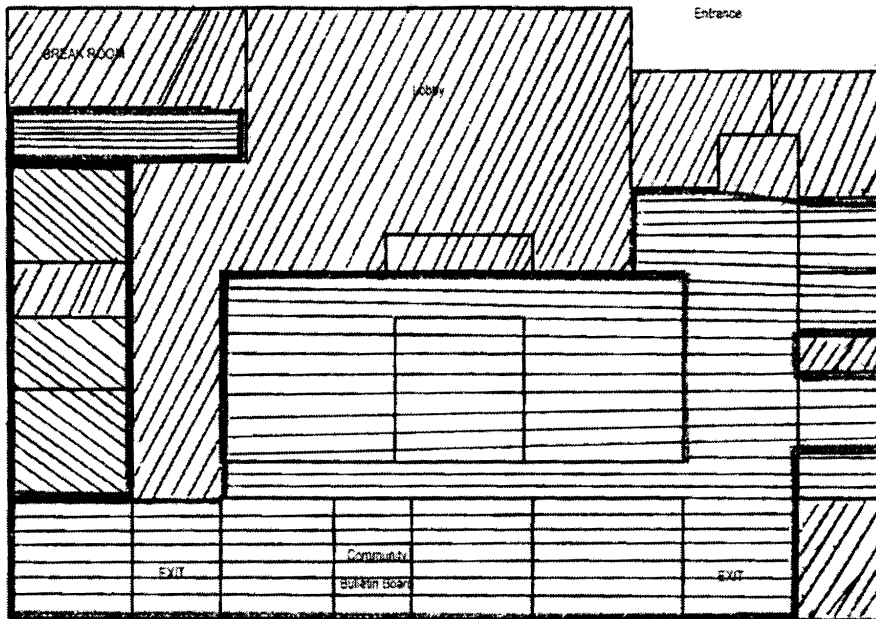


- Blue - SAMHD
588 sq ft
- Green - UHS
1898.5 sq ft
- Yellow - Shared
1240.5 sq ft

Exhibit C

Exhibit D

Kenwood Public Health Clinic 302 Dora Street



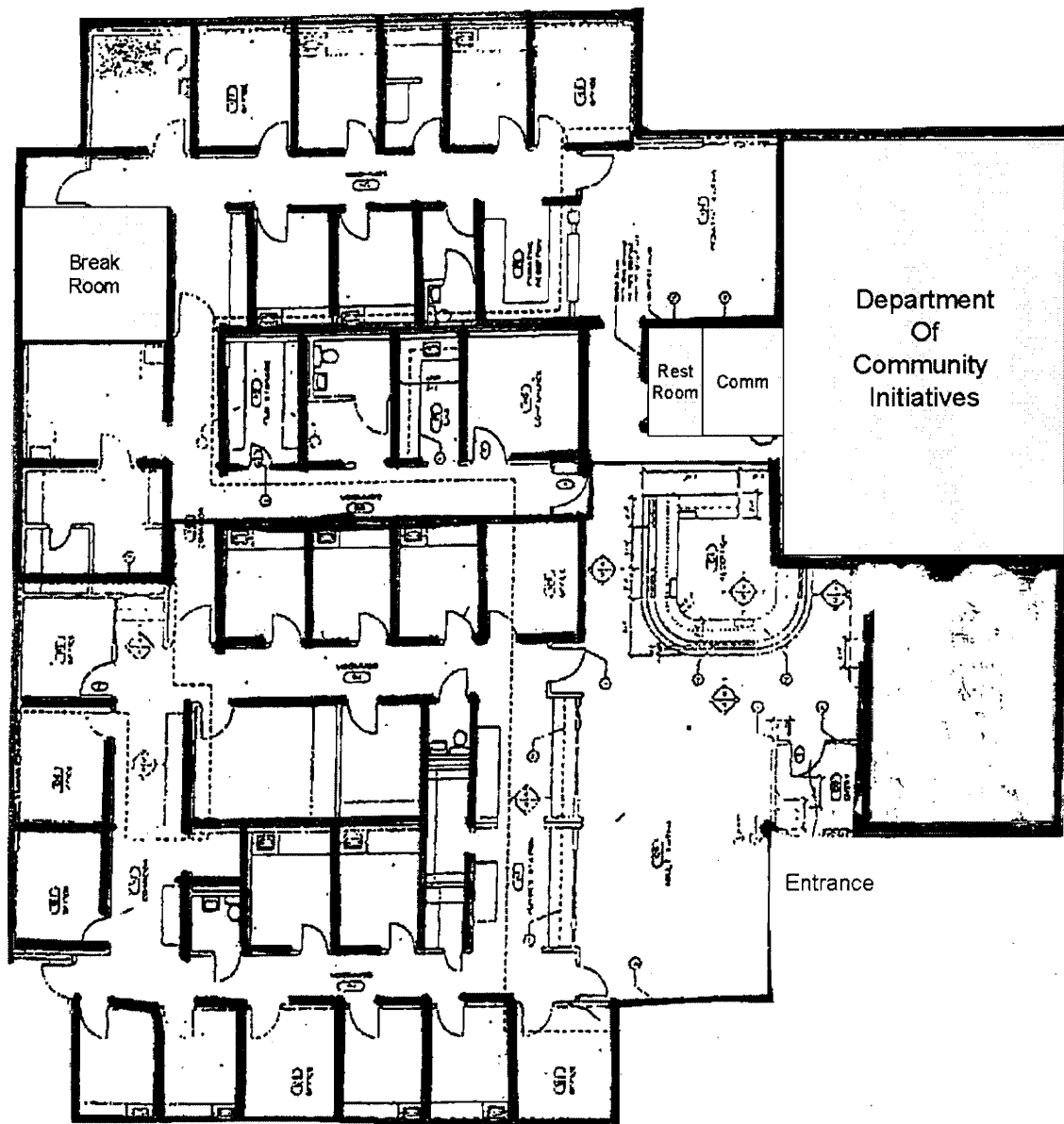
Designated Meeting Place: Back Grassy Area (by Portable Building)

Blue - SAMHD 306 Sq ft Green - UMS 3795 Sq ft Yellow - Shared 1176 sq ft



Exhibit E

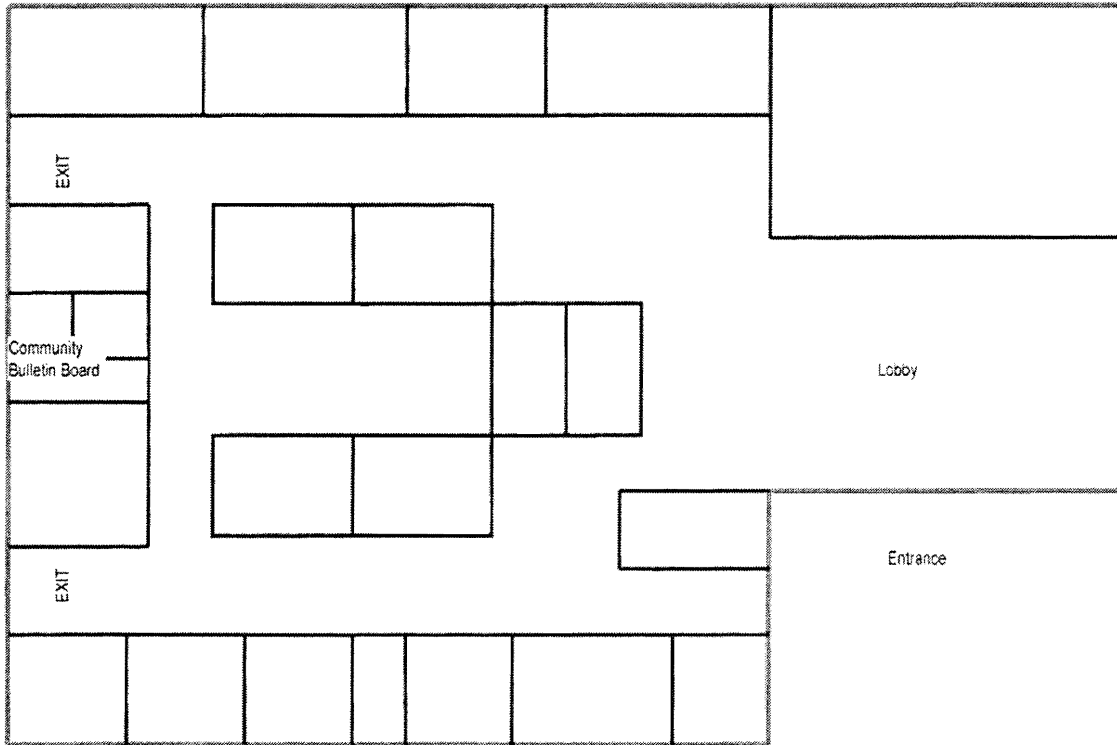
Naco-Perrin Clinic
4020 Naco-Perrin Blvd.



Community Initiatives – 650 sq. ft.
Shared Space – 395 sq. ft.
UHS – 7355 sq. ft.

Exhibit F

Old Highway 90 Public Health Clinic 911 Old Hwy 90

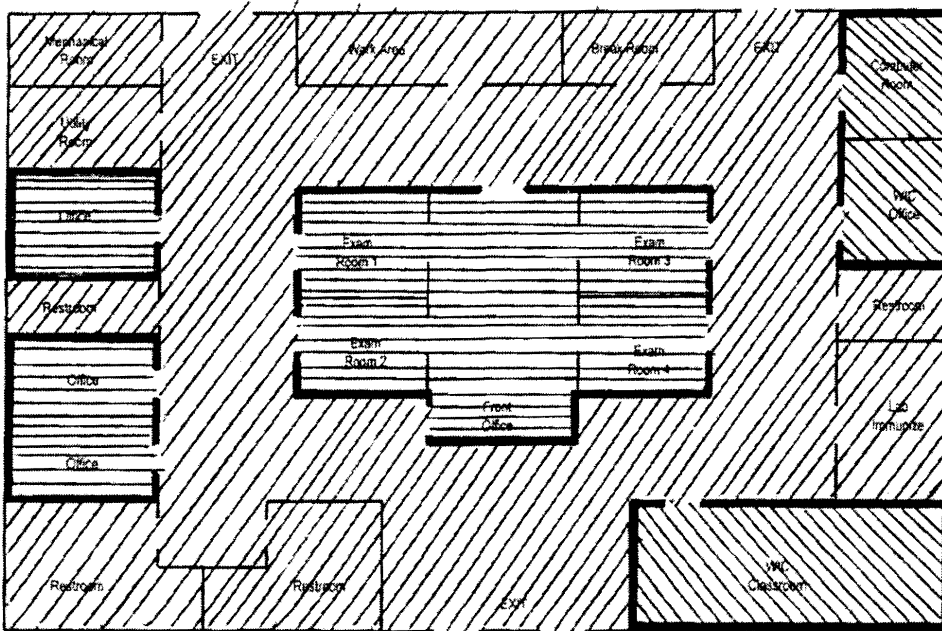
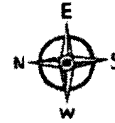


Designated Meeting Place - Westside of Building

Green - UHS 5554 sq ft

Exhibit G

Pecan Valley Clinic
802 Pecan Valley



Meeting Place: Front Parking Lot Security Light

Blue - SAMHD 522 sq ft Green - UHS 3113 sq ft Yellow - Shared 2079.1 sq ft

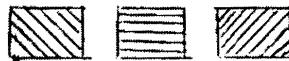
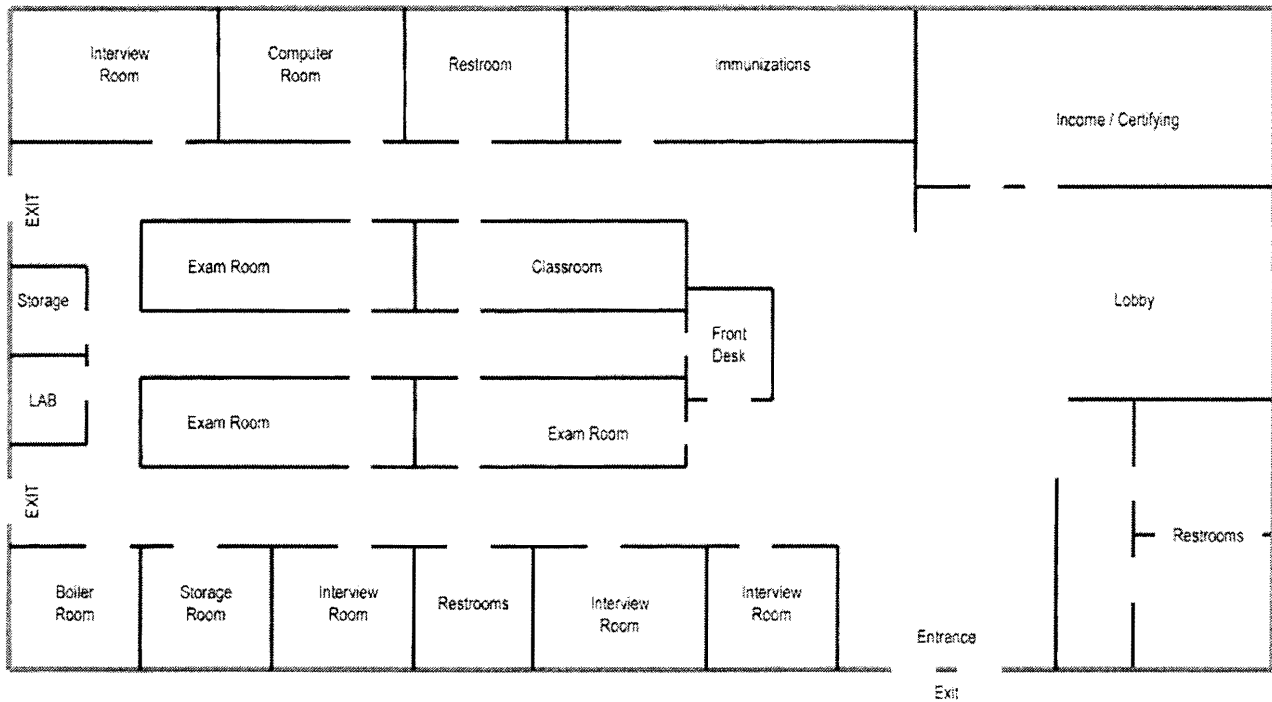


Exhibit H

South Flores Clinic 7902 South Flores

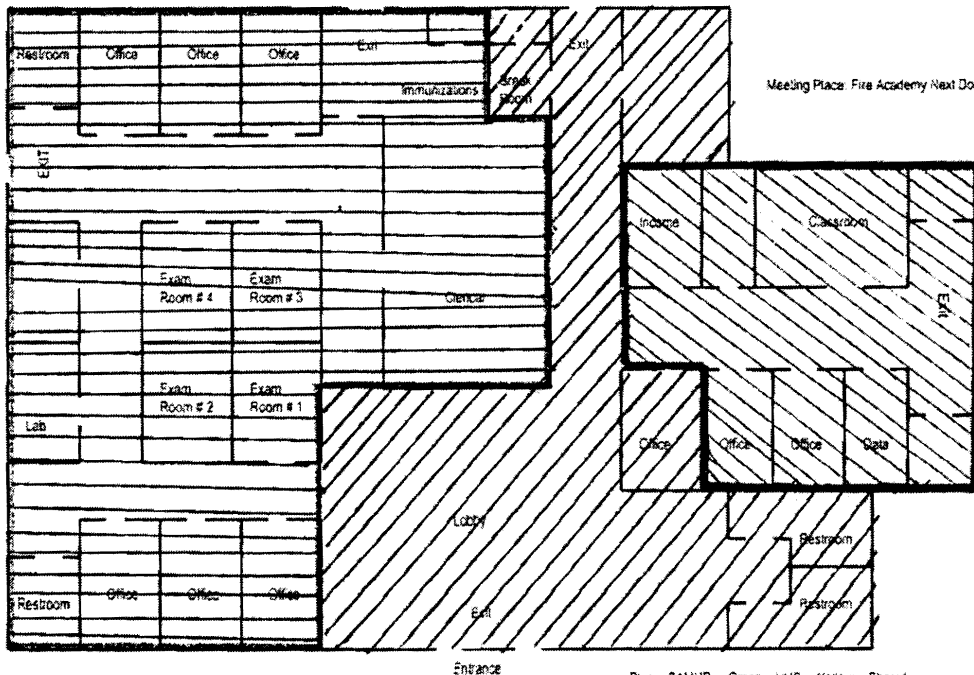


Meeting Place: In Front where both parking lots meet

Green - UHS 5940 sq ft

Exhibit I

Zarzamora Clinic
4503 S Zarzamora



Meeting Place: Fire Academy Next Door

Entrance




Blue - SAMHD 1177 sq ft	Green - LHS 4958.75 sq ft	Yellow - Shared 2335.25 sq ft
		

Exhibit J

San Antonio Metropolitan Health District Inventory of Clinic Furniture and Equipment Made Available To UHS		
No.	Item	
Bob Ross Center	aed defibrillator	
	audiometer	
	2 biohazard sharps containers attached to wall	
	2 biohazard white step on trash can	
	cabinet (beige) 30 drawer	
	4 cabinet (five shelf, beige)	
	cholestech w/ printer	
	4 computers (Dell, w flat screen monitors)	
	2 exam light	
	2 exam table, adult, non-motorized	
	glucometer	
	otoscope/ophthalmoscope	
	oxygen tank w/ regulator	
	paper shredder	
	printer (hp color/ black & white)	
	refrigerator, full-size	
	refrigerator, table top	
	scale, adult	
	scale, body composition analyzer	
	2 sphygmomanometer, (automatic & manual)	
	stool rolling, black	
	table (gray, adjustable)	
	tanita machine	
	thermometer, electric	
	2 tray stand (metal surgical)	
	vision machine	
	wheel chair	
	Eastside Branch	amp
		audiometer
		bookcase (metal, 3 shelves)
2 bookcase (wood, 5 shelves)		
2 cabinet (30 drawer)		
cabinet (storage, 3 drawer, brown, metal)		
cabinet (storage, metal)		
5 chair		
coat hanger (metal)		
computer desk		
2 computer desk (wood)		
computer table (wood, 3 shelves)		
copier		

**San Antonio Metropolitan Health District
Inventory of Clinic Furniture and Equipment Made Available To UHS**

	No.	Item
Eastside Branch	2	credenza (wood)
	3	desk
	5	desk top computer
	2	exam table
	2	file cabinet (1- 2 drawer & 1 - 5 drawer)
		hb monitor
		hemata stat
		infant scale
		kid table
	2	microscope
	2	monitor
		office desk (metal, 6 drawer)
		office desk (wood, 6 drawer)
		oxygen tank
		printer
		refrig/ freezer
	8	stool
		table (small, metal)
		wall mount car/cyc
		weight scale
Kenwood Clinic		adult scale
		answering machine
		at&t mlx-28d phone
		bookcase (brown)
		cabinet (gray, Steelmaster, 20 drawer)
		centrifuge
		chair (blue, rolling)
		chair (gray)
		chair (gray, rolling)
		chair (maroon, rolling)
		chair (rolling, gray)
	3	chairs (blue, rolling)
		clock (tempus)
		cloth chair
		computer monitor
		copier Oce-im3511
	11	dell computer
		dell computer/monitor
10	desk	
	desk (gray)	

**San Antonio Metropolitan Health District
Inventory of Clinic Furniture and Equipment Made Available To UHS**

	No.	Item
		digital scale infant/table
	2	doppler imex wall
		exam table ritter 104
	11	file cabinet
Kenwood Clinic		file cabinet 20 drawer
		file cabinet (black, 2 drawer)
	2	file cabinet 2 drawer
	7	file cabinet 5 drawer
		file cabinet 6 drawer
		file cabinets (sliding)
		front file cabinet
		gateway computer/dell keyboard
		hema stat II
		hp laser jet printer 1200 series
	4	lamp (exam)
		microscope
	10	monitor
		otoscope (ear/throat)
	2	phone
	5	phone lucent
	2	printer
		printer/laser 4 plus
		refrigerator true upright
		refrigerator upright
		scale (manual, infant/table)
	4	stool
		table
		table
		table (gray)
		table (gray)
	4	table (small)
		time clock
		tv stand
		tv/vhs
		video camera and digital rec. (Busch)
Naco-Perrin Clinic	2	audiometer (Baush & Lomb)
	2	audiometer (gsi)
		baby scale
		bookshelf
		cabinet

**San Antonio Metropolitan Health District
Inventory of Clinic Furniture and Equipment Made Available To UHS**

	No.	Item
Naco-Perrin Clinic		cabinet (2 door, 5 shelf)
		cabinet (30 drawer)
		cabinet (blue)
		cenapmonitor
	3	chair
		chair (rolling)
		chair (rolling, gray)
	5	desk
		desk/table
		exam bed
	3	exam stool
	4	exam table
	3	file cabinet
	2	file cabinet 4 drawer
	2	file cabinet 5 drawer
	2	goodlite
		hemastat
		microscope
	3	otoscope (Welch Allen)
		refrigerator/freezer
2	scale	
2	storage cabinet	
3	table (small)	
	tv stand	
	wall mount	
Old Hwy 90 Clinic		audiometer
	1	chair (beige, with a back and no arms)
	2	stools (beige, with wheels and no back)
		cabinet (black, metal)
		stool (black, rolling)
	8	chair (blue, with back and plastic arms)
		dollie
	1	chart file (brown)
		file (brown, metal, small)
		camera with dvd recorder
		centrifuge machine
	changing curtain	
	chart file	
3	chart file cabinet	
11	computer monitor	

**San Antonio Metropolitan Health District
Inventory of Clinic Furniture and Equipment Made Available To UHS**

Old Hwy 90 Clinic	No.	Item
		copy/fax/printer
	11	computer
	11	chair (red, with back no arms)
		desk (gray)
	2	doppler
		exam curtain
		otoscope
	2	ophthalmoscope
	2	exam table
	2	file 30 compartment
	3	file cabinet
	5	fire extinguisher
		floor buffer
	2	good-lite visual acuity
	1	chair (green, plastic, with back and no arms)
		cabinet (gray, metal)
	5	hcn chart files
		heartstart defibrillator
		hemastat machine
		printer (hewlett packard)
	4	printer
	2	refrigerator
	11	keyboard
		ladder
	6	desks (large)
		desk (large, gray)
		cabinet (large, metal)
	2	table (large, breakroom)
		hutch (large, wood)
		laser printer hp
		locker 18 compartments
		tv/pioneer laser disc (Magnavox)
	5	file cabinet (metal, 30 compartment)
		file cabinet
		table with rollers
	2	foot stool
		shelf (metal, with 3 sections)
		shelf (metal, with doors)
		file cabinet (metal, 30 compartment)
	3	stool
	5	chairs with back and no arms

**San Antonio Metropolitan Health District
Inventory of Clinic Furniture and Equipment Made Available To UHS**

No.	Item
	2 stools with wheels and no back
	cash register
	2 desk (small)
	desk (child's)
	2 table (small)
	specimen microscope dexter instrument co. -tex hea resources
	transferring wagon
	refrigerator
	tv (rca)
	tv- rack/shelf with rollers
Old Hwy 90 Clinic	3 scale (adult)
	desk (wood)
Pecan Valley Clinic	audiometer
	book case
	4 cabinet (steel, 30 drawers)
	cabinet 5-drawer
	copier/fax machine (oce im3511)
	dell modem
	10 dell monitor
	4 desk
	4 desk 5-drawer
	doppler (nicolet elite 200)
	equipment table
	exam table
	exam table (ritter)
	2 file cabinet
	hemata II
	hotv lamp
	material table
	meda sonics fp3b (doppler)
	medline curtain
	microscope/transformer
	printer
	ritter lamp
	scale (adult)
	table (supplies, portable)
	thermolyne speci-mix
	welch allyn

**San Antonio Metropolitan Health District
Inventory of Clinic Furniture and Equipment Made Available To UHS**

No.	Item	
South Flores Clinic	1 cash register	
	1 centrifuge	
	19 chair (rolling, with arms)	
	10 computers (black, Dell)	
	21 desk	
	4 dopplers	
	3 exam lamps(goose neck)	
	2 exam tables	
	3 file cabinet (short 2-drawer)	
	4 file cabinet (tall 5-drawer)	
	4 flat-screen computers	
	1 hematostat machine	
	South Flores Clinic	1 hutch
		1 microscope
11 old rolling chair		
2 othalmoscope		
2 otoscope		
4 printer		
3 refrigerator		
1 refrigerator (vaccine)		
1 scale (adult)		
2 scale (infant)		
1 shredder		
2 stools (rolling exam)		
2 table		
2 table (long)		
2 tv		
Frank Garrett Ctr		2 bookcase
	cabinet	
	cart (blue)	
	cart (small)	
	credenza (wood)	
	2 exam table	
	4 file cabinet 30-drawer	
	file cabinet 4-drawer	
	3 file cabinet 5-drawer	
	file cabinet 6-drawer	
	microhematocrit system	
	2 oto/opthal. scope	
	refrigerator	

**San Antonio Metropolitan Health District
Inventory of Clinic Furniture and Equipment Made Available To UHS**

No.	Item
	refrigerator (whirlpool-green)
	refrigerator -immunizations
2	scale
	tv (RCA)
2	tv cart - metal
Zarzamora Clinic	
	copier
12	cabinets 30 drawer
1	copier
13	desks
3	exam room stools
3	exam table
6	file cabinet
	file cabinet 4 drawer
Zarzamora Clinic	
9	lateral file cabinet
	pedi weight scale
3	refrigerator (breakroom / imm / lab)
11	rolling chairs
	scale (adult)
3	televisions
Salinas Clinic	
1	adult weight scale
1	bookcase
9	cabinet 30 drawer
	cabinet for medications
	cash register
	computer desk
10	computers
1	copier/fax/printer (all-in-one)
	credit card machine
5	desk
6	desk (large)
2	exam lamp
3	exam table
3	file cabinets
5	file cabinets (large, black)
2	filing cabinet (long 5 drawer)
3	filing cabinet (short 2 drawer)
	microscope
17	office chair (wheels)
1	pediatric weight scale

San Antonio Metropolitan Health District
Inventory of Clinic Furniture and Equipment Made Available To UHS

No.	Item
1	printer
1	refrigerator (regular size)
1	refrigerator/freezer (vaccines)
3	stool
1	table
4	table (small)
	timeclock

SAMHD Preventive Health Clinic Locations Being Leased to UHS

