

AMENDMENT No.1 TO SUBLEASE AGREEMENT

AT CALAVERAS PARK

This Amendment No.1 to the Sub-Lease Agreement with East Central Independent School District at Calaveras Park is made by and through the CITY OF SAN ANTONIO, a Texas municipal corporation ("CITY"), acting by and through its City Manager or her designee, pursuant to Ordinance No. 74205, dated August 28, 1991, and EAST CENTRAL INDEPENDENT SCHOOL DISTRICT ("ECISD").

WHEREAS, the CITY is engaged in providing various parks and recreational programs and services to the community; and

WHEREAS, a land use agreement was entered into with the CITY PUBLIC SERVICE BOARD ("CPS"), whereby CITY was provided approximately 146.725 acres of land for Park programs and services at Calaveras Park ("SITE"); and

WHEREAS, ECISD currently subleases 68.857 acres of Calaveras Park through a Sublease Agreement with CITY, terminating on December 31, 2014 as authorized by Ordinance No. 74205; and

WHEREAS, ECISD conducts sports and outdoor recreational activities on the SITE; and

WHEREAS, CITY and CPS have agreed to modify the Land Use Agreement to extend the term for one primary term of five (5) years, with an option for two (2) five (5) year renewals unless provided otherwise within that Agreement; and

WHEREAS, CITY desires to continue providing recreational programs and services to the community through a Sublease Agreement with ECISD; and

WHEREAS, CITY and ECISD have agreed to modify the Sublease Agreement to renew the lease for three (3) successive additional five (5) year terms unless otherwise terminated sooner as provided within this Amendment, or as provided in Article XIV of the Sublease Agreement; and

NOW THEREFORE, the CITY and ECISD hereby agree to amend the Sublease Agreement as follows:

1. ARTICLE IV. TERM/OPTION TO RENEW is modified as follows:

Paragraph 4.2 is hereby deleted in its entirety and replaced with the following:

"So long as ECISD is not in violation of any provision of this Sublease Agreement at the commencement of each such renewal period, and so long as the City Charter does not prevent the granting of such renewal and extension, then CITY hereby grants to ECISD the option to renew and extend the original term of this agreement for three (3) successive additional five (5) year terms each (each an "Extension Term"), provided that ECISD gives written notice of its desire to renew this Agreement to CITY no less than nine (9) months prior to expiration of the relevant Extension Term and CITY agrees to such renewal in writing. ECISD understands and agrees (1) that each such Extension Term is contingent upon CITY exercising its corresponding Extension Term with CPS under that certain Land Use Agreement referenced herein; (2) that no term

hereunder, original or Extension Term, shall extend beyond the original and renewal terms granted by CPS to the CITY under said Land Use Agreement; and (3) that any renewals of the Land Use Agreement by the CITY and this Sublease Agreement by the CITY shall be made in writing and duly executed by the parties hereto, without further consideration by City Council. CITY understands and agrees that, if it exercises its option to renew the Land Use Agreement, then ECISD shall have the right to renew this sublease”.

Paragraph 4.3 is deleted in its entirety and no longer applies.

2. ARTICLE XI. INSURANCE is modified as follows:

Paragraph 11.1 is hereby deleted in its entirety and replaced with the following:

“ECISD and the CITY each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees”.

Paragraph 11.2 is deleted in its entirety and no longer applies.

3. ARTICLE XII. Responsibility is modified as follows:

Paragraph 12.2 is hereby added as follows:

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

4. ARTICLE XIV. TERMINATION is hereby modified as follows:

Paragraph 14.5 is hereby deleted in its entirety and replaced with the following:

“Notwithstanding any of the foregoing provisions which may be to the contrary, CITY shall have the right to terminate this Agreement at will with at least six (6) months written notice to ECISD”.

5. ARTICLE XXVI. NONDISCRIMINATION Is hereby modified as follows:

Paragraph 26.1 is hereby deleted in its entirety and replaced with the following:

“As a party to this contract, ECISD understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further shall not discriminate on the basis of race, color, religion national origin, sex, sexual orientation, gender identity veteran status, age or disability unless exempted by state or federal law ors as otherwise established herein”.

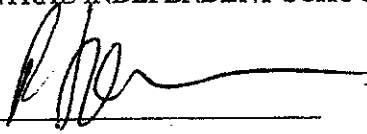
All other terms of the original License Agreement shall stand as otherwise stated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SAN ANTONIO

EAST CENTRAL INDEPENDENT SCHOOL  
DISTRICT

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

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

Name: Xavier D. Urrutia

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

Title: Director

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

Department of Parks and Recreation

