

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made and entered into by and between The City of San Antonio (hereinafter called "COSA") and UT Health San Antonio, with a place of business known as the Professional Administrative Resource Center at 8431 Fredericksburg Road, San Antonio, Texas 78229 (hereinafter called "UTHSA"). COSA and UTHSA are referred to herein as "Party" or collectively, as "Parties").

WHEREAS, UTHSA, an agency of the State of Texas and a component institution of The University of Texas System governed by the Board of Regents, has certain office space that is currently not being utilized;

WHEREAS, COSA desires to share and use UTHSA's vacant office space in exchange for reasonable consideration;

NOW, THEREFORE, in consideration of the promises and the mutual terms, covenants, and conditions contained herein, the Parties hereby agree as follows:

A. Space. UTHSA agrees to allow COSA to utilize certain space located on the first (1st) floor of the Professional Administrative Resource Center ("PARC"), and specifically identified as Suite 114 (hereinafter referred to as "Space"), at mutually agreed upon dates and times. The total square footage is 1,608.

B. Term. The term of this Agreement shall begin on the first day of the first month following construction completion and will expire on or before sixty (60) months from the commencement date. COSA may terminate at any time with sixty (60) days written notice. UTHSA may terminate any time after the third (3rd) year with sixty (60) days written notice.

C. Renewal. COSA has the option for a three (3) year renewal with 120 days' notice to UTHSA.

D. Responsibilities of the Parties. COSA agrees that UTHSA will not be required to provide equipment, personnel, or other support absent subsequent written agreements.

E. Payment Information. COSA may utilize the Space in exchange for \$2,017.00 per month, the total value of the Agreement not to exceed \$24,204.00, annually.

F. No Lease. The Parties understand and agree that this Agreement shall not operate as, or be construed to create, the relationship of landlord and tenant between UTHSA and COSA. COSA will return the facilities to UTHSA after the Term in the same condition as when received and shall reimburse UTHSA upon demand for any and all costs, expenses, charges or fees incurred in the repair or replacement of damage to the facilities as a result of the acts or omissions of COSA or its employees, agents, representatives, participants or invitees.

G. Appropriations. All obligations of COSA under this Agreement are funded subject to the discretion of City Council or such assignee as to whether to appropriate funding. If the City

Council fails to appropriate money for any Agreement, the City or assignee may terminate this Agreement and have no further liability.

H. Public Information. UTHSA 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.

I. Insurance and Indemnification. The Parties acknowledge that each maintains comprehensive general liability insurance or self-insurance on their respective property, including, but not limited to capital equipment. COSA shall be fully responsible and liable for any and all demands, claims, suits, damages, losses, liabilities, costs and expenses of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with its use of the facilities, and, to the extent permitted under the Texas Constitution and the laws of the State of Texas, shall indemnify and hold UTHSA harmless against all claims, demands, damages, liabilities, and costs to UTHSA that directly or indirectly results from, or arises in connection with any negligence of willful misconduct of COSA, its agents, employees or invitees.

J. Relationship of the Parties. This Agreement creates no employment relationship between UTHSA and the agents, employees, or invitees of COSA or between COSA and the agents, employees or invitees of UTHSA. Nothing herein shall be deemed to create an agency, joint venture or partnership relation between the Parties hereto.

K. Compliance with Laws and Regulations. The Parties agree to comply with all applicable federal, state, and local laws, regulations, ordinances, institutional policies, government agency interpretation of laws or regulations and orders (“Laws and Regulations”) with respect to the performance of all provisions of this Agreement. In the event there shall be a change to any Laws and Regulations or the interpretation of any of the foregoing, the adoption of new Laws and Regulations, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated for its services under this Agreement, or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new service arrangement or basis for compensation for the rights assigned and services furnished pursuant to this Agreement that complies with the Laws and Regulations that approximates as closely as possible the economic position of the Parties prior to the change. In the event that either Party reasonably determines that this Agreement may not be modified to comply with the foregoing change to the Laws and Regulations, said Party may terminate this Agreement.

L. No Referrals. The Parties acknowledge that the fees payable to UTHSA are consistent with fair market value in arms-length transactions, and no amount paid pursuant to this Agreement is contingent upon any other actions or agreements of the Parties.

M. Governing Law, Jurisdiction and Venue. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The City of San Antonio

By: _____

Name: _____

Title: _____

Date: _____

**The University of Texas
Health Science Center at San Antonio**

By:  _____

Andrea Marks
Sr. Executive Vice President and COO

Date: 6/13/22 _____

Approved as to Form:

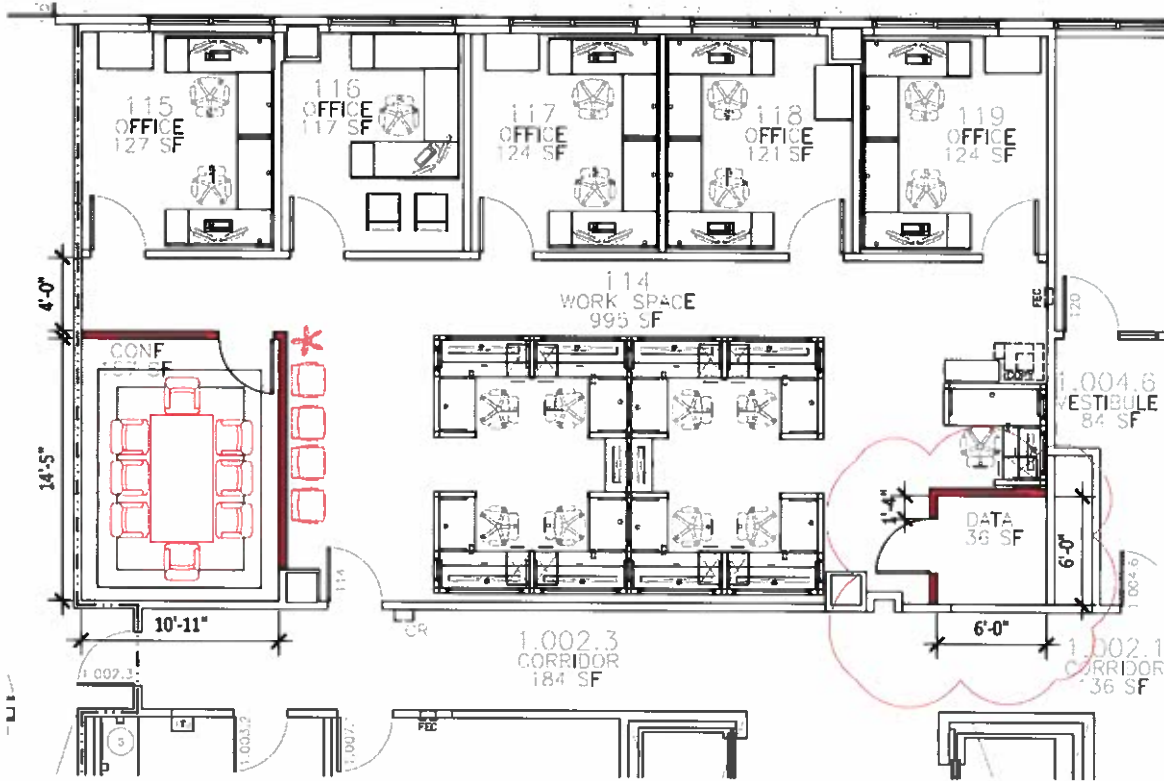
For the City Attorney

EXHIBIT A

Improvements

UTHSCSA agrees to construct a conference room and an IT closet as indicated on the following drawings, at COSA's sole cost, not to exceed \$75,000. Cost is for construction related items only and does not include any data that may be needed. Should bids exceed \$75,000, COSA shall have the option of reducing scope or approving the additional amount. Prior to construction, Tenant shall provide written approval of the construction documents. Construction shall be completed during normal business hours, prior to COSA move-in. Finishes for the space must match building standards. Construction shall be completed no later than October 1, 2022.

This document, authorized by John Amos (registration # 17082) is incomplete. Do not use for regulatory approval, permit, or construction.



1. Renovation Concept #1
N.T.S.

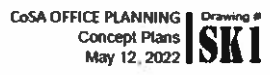


Exhibit B

Parking

UTHSA will provide the following parking at COSA's cost:

- (1) Reserved space with a sign in front of the building for Councilman Pelaez. A onetime fee of \$500 for the signage and then \$53.38 per month
- (2) Zone 1 reserved spaces in the garage at a monthly cost of \$149.82 (\$74.91 per space)
- (6) Zone 2 unreserved parking spaces at a monthly cost of \$207 (\$34 per space)