

ORDINANCE

AUTHORIZING RENEWAL AND EXTENSION OF A LEASE AGREEMENT TO SEPTEMBER 30, 2020 WITH HEBCO DEVELOPMENT INC. OF 1,600 SQUARE FEET IN COUNCIL DISTRICT 3 FOR USE BY SAN ANTONIO POLICE DEPARTMENT'S SAN ANTONIO FEAR FREE ENVIRONMENT (SAFFE) PROGRAM.

* * * * *

WHEREAS, San Antonio Fear Free Environment Program ("SAFFE") is an integral component of the San Antonio Police Department's ("SAPD") approach to Community-Oriented Policing; and

WHEREAS, to accomplish this mission, SAFFE officers establish and maintain day-to-day interaction with residents and businesses within their assigned beats, and also serve as a liaison with other entities, both public and private; and

WHEREAS, the property owner, HEBCO Development Inc., recognizes the value of maintaining an SAPD storefront in the community and has agreed to continue to provide the space at no charge; and

WHEREAS, such action is consistent with the City Council's request that SAPD establish storefront operations visible to the public as a method of increasing the presence of officers in the community; and

WHEREAS, the City of San Antonio will not pay rent but will be responsible for ongoing annual expenses for utilities, janitorial and other costs related to occupancy which shall be paid directly by SAPD; **NOW THEREFORE:**

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

SECTION 1. The City Council authorizes the City Manager or designee to execute a renewal and extension of lease agreement substantially in the form as shown in **Attachment I** with HEBCO Development Inc. for a term ending September 30, 2020 for use by the San Antonio Police Department's San Antonio Fear Free Environment unit for 1,600 square feet of office/retail space located at the McCreless Market Shopping Center located in Council District 3 at a rate that is free of charge throughout the term.

SECTION 2. The City of San Antonio will not pay rent through the term but will be responsible for ongoing annual expenses for utilities, janitorial, and other costs related to occupancy which shall be paid directly by SAPD.

SECTION 3. The landlord shall have the right to terminate the lease with 90 days prior written notice to the City of San Antonio.

SECTION 4. The department will record an in-kind transaction for the services authorized by this ordinance.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.

PASSED AND APPROVED this 7th day of November, 2019.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney

Attachment I

2nd Renewal and Extension of Lease Agreement

(SAFFE Substation, 3850 S. New Braunfels, Suite 110)

1. Identifying Information.

Ordinance Authorizing 2nd Renewal and Extension:

Landlord: HEBCO Development, Inc.

Landlord's Address: HEBCO Development, Inc., Attn: Shopping Center
Development, 646 S. Flores Street, San Antonio, Texas
78204

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Center City Development
Office)

Lease: SAFFE Substation (3850 S. New Braunfels, Suite 110)
Lease dated as of November 20, 2008, between Landlord
and Tenant relating to approximately 1,600 square feet in
the McCreless Mall Shopping Center and authorized by
the Ordinance Authorizing Original Lease.

**Ordinance Authorizing
Original Lease:** 2008-11-20-1035

**Ordinance Authorizing 1st
Renewal & Extension:** 2014-04-10-0219

**Beginning of Renewal
Term** April 1, 2019

**Expiration of Renewal
Term** September 30, 2020

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease have the meanings previously ascribed to them. References to "Lease" in this Renewal and Extension of Lease include the original Lease.

Attachment I

3. Term, Renewal and Extension.

The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

4. Rent.

As in the original Lease, there is no rent due under the Lease for this renewal term and the Premises shall be made available to Tenant at no charge.

5. Landlord's Early Termination.

Landlord shall have the right to terminate this Lease upon ninety (90) days written notice to Tenant.

6. No Contractual Right to Further Renewal.

Tenant has no contractual right to renew the Lease further than the renewal term provided for in this document.

7. No Default.

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this Renewal and Extension.

8. Same Terms and Conditions.

This Renewal and Extension instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal and extension, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement. Landlord and Tenant reaffirm the Lease as modified by this agreement and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

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Attachment I

9. Public Information.

Landlord 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. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

Tenant:

City of San Antonio, a Texas municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

Landlord:

HEBCO Development, Inc.

By:  _____

Todd Piland
Senior Vice President
Tax ID: 74-2598597

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney