

**ORDINANCE 2018-09-06-0681**

**APPROVING A FIVE-YEAR LEASE RENEWAL TO SAN ANTONIO FIGHTING BACK, INC. FOR A 19,050 SQUARE FOOT CITY-OWNED BUILDING LOCATED AT 2803 EAST COMMERCE, KNOWN AS THE BARBARA JORDAN COMMUNITY CENTER, FOR AN ANNUAL RENTAL OF \$10.00.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio entered into a Lease Agreement with San Antonio Fighting Back, Inc. (SAFB) in 2002 and, pursuant to Ordinance No. 2014-09-04-0649, subsequently renewed and amended the Lease to expire on September 30, 2018; and

**WHEREAS**, SAFB serves the residents of San Antonio, Bexar County and surrounding communities to provide the community with tools and resources to overcome the negative effects of crime, violence and substance abuse; and

**WHEREAS**, this ordinance will extend the term of the Lease Agreement for five years, expiring September 30, 2023; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City a lease amendment with San Antonio Fighting Back, Inc. The lease amendment is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 2380000000005, and General Ledger 4401110.

**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.

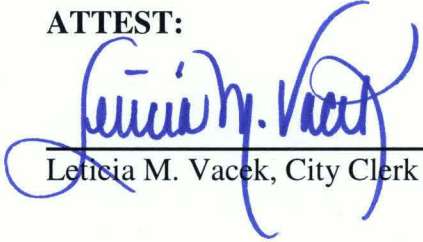
**SECTION 4.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

LC  
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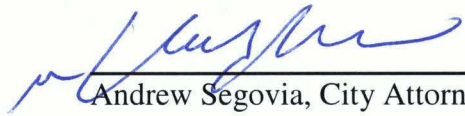
**PASSED and APPROVED this 6<sup>th</sup> day of September, 2018.**

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>8 ( in consent vote: 4, 5, 8, 9, 10, 11, 15 )</b>						
<b>Date:</b>	09/06/2018						
<b>Time:</b>	09:27:35 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance approving a five-year lease renewal to San Antonio Fighting Back for a 19,050 square foot City-owned building located at 2803 East Commerce, known as the Barbara Jordan Community Center, for an annual rental of \$10.00. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x			x	
Clayton H. Perry	District 10		x				

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# Exhibit I



**3<sup>rd</sup> Amendment, Renewal and Extension of Lease Agreement**  
(San Antonio Fighting Back, Inc. / Barbara Jordan Community Center)

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This 3<sup>rd</sup> Amendment, Renewal, and Extension of Lease Agreement is between Tenant and the City of San Antonio ("Landlord"), pursuant to the Ordinance Authorizing 3<sup>rd</sup> Amendment, Renewal and Extension.

**1. Identifying Information.**

**Ordinance Authorizing  
3<sup>rd</sup> Amendment,  
Renewal and Extension:**

**Landlord:** City of San Antonio

**Landlord's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Center City Development & Operations  
Department)

**Tenant:** San Antonio Fighting Back, Inc.

**Tenant's Address:** 2803 East Commerce, San Antonio, Texas 78203

**Lease:** Master Lease Agreement (Tenant: San Antonio Fighting  
Back) between Landlord and Tenant pertaining to  
19,050 square feet consisting of the Barbara Jordan  
Community Center, 2803 East Commerce, San Antonio,  
Bexar County, Texas, and authorized by the Ordinance  
Authorizing Original Lease

**Ordinance Authorizing  
Original Lease:** 96439, September 26, 2002

**Ordinance Authorizing  
Renewal and  
Amendment:** 2010-01-21-0058

**Ordinance Authorizing  
2<sup>nd</sup> Amendment:** 2014-09-04-0649

**Beginning of Renewal  
Term:** October 1, 2018

**Expiration of Renewal  
Term:** September 30, 2023

## **2. Define Terms.**

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them. References to "Lease" in this Amendment, Renewal and Extension include the original Lease and all previous amendments, renewals and extensions.

## **3. Renewal, Extension.**

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

## **4. Rent.**

During the renewed term of this agreement, rent is increased from \$1 per year to \$10 per year from the Beginning of the Renewal Term to the Expiration of the Renewal Term. Tenant must pay to Landlord the total rental amount of \$50 on or before the Beginning of the Renewal Term at the place and in the manner described in the Lease for the payment of rent.

## **5. 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 amendment, renewal and extension.

## **6. Same Terms and Conditions.**

This Amendment, Renewal and Extension is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Amendment, 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 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. If this Amendment, Renewal and Extension conflicts with the Lease, this Amendment, Renewal and Extension controls.

## **7. 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. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

**Landlord**

City of San Antonio, a Texas  
municipal corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Attest:**

\_\_\_\_\_  
City Clerk

**Tenant**

San Antonio Fights Back, Inc., a  
Texas nonprofit corporation

Willie Mitchell  
Signature

Name: Willie Mitchell

Title: President

7-17-2018  
Date