

**LICENSE AGREEMENT
BEXAR COUNTY VENUE TAX PROJECTS
McALLISTER PARK LITTLE LEAGUE, INC.
AMENDMENT No.3**

This Amendment No.3 (“Amendment”) to the License Agreement Bexar County Venue Tax Projects McAllister Park Little League, Inc. (“Agreement”) is by and between the City of San Antonio, a Texas municipal corporation (“City”), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____, passed and approved on _____, 2018, and McAllister Park Little League, Inc., a Texas non-profit organization (“Licensee”).

WHEREAS, pursuant to Ordinance No. 2008-09-18-0835, passed and approved on September 18, 2008, City and Licensee entered into a License Agreement Bexar County Venue Tax Projects for a sports complex in McAllister Park; and

WHEREAS, pursuant to Ordinance No. 2011-01-13-0021, passed and approved on January 13, 2011 the City and Licensee approved Amendment No. 1 to the Agreement for an administrative correction; and

WHEREAS, pursuant to Ordinance No. 2013-11-07-0764, passed and approved on November 7, 2013 the City and Licensee approved Amendment No. 2 to the Agreement to exercise the first renewal option for a term of five (5) years beginning on November 1, 2013 and expiring on October 31, 2018; and to clarify reporting requirements; and

WHEREAS, City and Licensee mutually desire to enter into Amendment No. 3 to exercise the second renewal option for a term of five (5) years beginning on November 1, 2018 and expiring October 31, 2023, to allow for administrative renewal options and to incorporate Community Programming Responsibilities; and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, City and Licensee agrees as follows:

ARTICLE 4. TERM IS MODIFIED AS FOLLOWS:

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

4.2 Subject to the approval of the Director of the Parks and Recreation Department, and so long as Licensee is not then in default of any of the provisions of this Agreement or any agreements between Bexar County and Licensee, this Agreement may be extended for up to seven additional five (5) year renewal options of which two, five (5) year renewal options have been exercised therefore five renewal options remain each renewal option has a five (5) year term. The total maximum term of this Agreement shall not exceed forty (40) years.

Paragraph 4.4 is added as follows:

4.4 The second renewal option of this Agreement for a term of five (5) years beginning on November 1, 2018 and expiring on October 31, 2023, if not earlier terminated according to the terms hereof, is hereby exercised.

ARTICLE 29. COMMUNITY PROGRAMMING RESPONSIBILITIES IS ADDED AS FOLLOWS:

29.1 Licensee shall provide discounted or no cost programming offered to the local community which shall include but not limited to:

29.1.1 Spring & Fall Little League: Fall and Spring leagues shall be offered to returning local youth for a reduced fee. Registration fees shall include but not limited to: a jersey, a hat, equipment use and umpire fees. Each league shall be a minimum of ten (10) weeks.

29.1.2 Little League Tournaments: Host a minimum of one free select regional tournament per year.

29.1.3 Adaptive Sports: Offer a minimum of one Adaptive Little League season per year, at not cost to local youth. Each league shall be a minimum of six (6) weeks.

29.1.4 Field Use: League shall allow field use reservations, fees collected shall be utilized to maintain the fields and licensed areas.

Except as modified herein, all terms and conditions contained in the Agreement entered into under the authority of the above referenced ordinances shall remain in full force and effect.

EXECUTED on this _____ day of _____, 2018.

CITY:

City of San Antonio, a Texas
Municipal Corporation

LICENSEE:

McAllister Park Little League, Inc.

By: _____
Xavier D. Urrutia, Parks and Recreation Director

By: _____
Tommy Moeller, President

Attest: _____
City Clerk

Approved as to Form: _____