

**LICENSE AGREEMENT
BEXAR COUNTY VENUE TAX PROJECTS
ALAMO CITY YOUTH SOCCER ORGANIZATION
AMENDMENT No.2**

This Amendment No.2 (“Amendment”) to the License Agreement - Bexar County Venue Tax Projects Alamo City Youth Soccer Organization (“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 _____, 2019, and Alamo City Youth Soccer Organization, a Texas non-profit organization (“Licensee”).

WHEREAS, pursuant to Ordinance No. 2009-05-14-0395, passed and approved on May 14, 2009, City and Licensee entered into a License Agreement - Bexar County Venue Tax Projects for a sports complex in Culebra Creek Park; and

WHEREAS, pursuant to Ordinance No. 2014-05-15-0342, passed and approved on May 15, 2014 the City and Licensee approved Amendment No. 1 to the Agreement to exercise the first renewal option for a term of five (5) years beginning on June 1, 2014 and expiring on May 31, 2019; and to clarify reporting requirements; and

WHEREAS, City and Licensee mutually desire to enter into a second amendment to exercise the second renewal option for a term of five (5) years beginning on June 1, 2019 and expiring May 31, 2024, 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 June 1, 2019 and expiring on May 31, 2024, 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 League: Fall and Spring leagues shall be offered to local youth for a reduced fee.

29.1.2 Adaptive Sports: Offer a minimum of one Adaptive League season per year, at no cost to local youth. Each league shall be a minimum of eight (8) weeks.

29.1.3 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 _____, 2019.

CITY:
City of San Antonio, a Texas
Municipal Corporation

LICENSEE:
Alamo City Youth Soccer Organization

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

By: _____
Richard L. Kuchka, President

Attest: _____
City Clerk

Approved as to Form: _____



This Geographic Information System Product, received from The City of San Antonio is provided "as is" without warranty of any kind, and the City of San Antonio expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The City of San Antonio does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the City of San Antonio in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the City of San Antonio is entirely assumed by the recipient. *Please contact the responsible City of San Antonio Department for specific determinations.*

Map Last Edited: Wednesday, April 03, 2019

PDF Filename: \\Fscommon\misc23\GIS\PDFs_JPEGs\Current\Exhibits\FY2019\1904bg16462_01.pdf

City of San Antonio
Culebra Creek Park, Licensed Premises
Alamo City Youth Soccer Organization

