

ORDINANCE 2020-04-02-0222

AUTHORIZING AMENDMENT AND EXTENSION OF A LEASE AGREEMENT WITH SAN ANTONIO ECONOMIC DEVELOPMENT FOUNDATION FOR THE CONTINUED RENTAL OF OFFICE SPACE AT THE CITY-OWNED INTERNATIONAL CENTER BUILDING FOR AN ADDITIONAL FIVE-YEAR TERM IN COUNCIL DISTRICT 1.

* * * * *

WHEREAS, in response to the constantly evolving development of policies and programs aimed at building upon San Antonio's long standing support of international trade, the City of San Antonio ("City") formulated a strategy that designates the Economic Development Foundation as the primary partner for fostering trading relationships between the local community, Mexico and Latin America; and

WHEREAS, the current term of the existing lease needs to be extended in order to ensure the continuation of the Economic Development Foundation's tenancy at the City-owned International Center Building located at 203 S. St. Mary's Street; and

WHEREAS, the City and Economic Development Foundation desire to renew this lease and such action will extend the term of the lease through September 30, 2024; **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 lease amendment and extension substantially in the form as shown in **Attachment I** with Economic Development Foundation for use of leased space at the following rates effective from October 1, 2019:

| Term | Monthly Rent |
|--------------------------------------|--------------|
| October 1, 2019 - September 30, 2020 | \$3,195.28 |
| October 1, 2020 - September 30, 2021 | \$3,258.81 |
| October 1, 2021 - September 30, 2022 | \$3,324.69 |
| October 1, 2022 - September 30, 2023 | \$3,390.58 |
| October 1, 2023 - September 30, 2024 | \$3,458.81 |

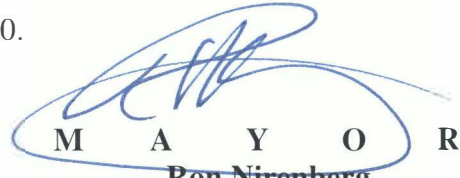
SECTION 2. Funds generated by this Ordinance will be deposited in Fund 11001000, Internal Order 219000000028, and General Ledger Account 4401110.

SECTION 3. 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.

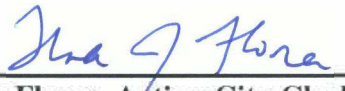
VS
4/2/20
Item No. 9

SECTION 4: 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 2nd day of April, 2020.

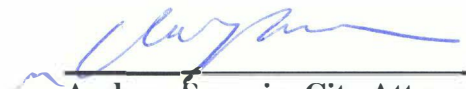

M A Y O R
Ron Nirenberg

ATTEST:



Tina Flores, Acting City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council

April 02, 2020

Item: 9

Enactment Number:

File Number: 20-2306

2020-04-02-0222

Ordinance approving the Third Renewal of Lease Agreement with the San Antonio Economic Development Foundation for the continued use of office space at the International Center Building in City Council District 1, for the initial annual rent of \$38,343.36, for an additional five-year term. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations]

Councilmember John Courage made a motion to adopt. Councilmember Rebecca Viagran seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,
Cabello Havrda, Sandoval, Pelaez, Courage and Perry

Absent: 1 Gonzales

Third Renewal of Lease Agreement

(San Antonio Economic Development Foundation)

This Third Renewal of Lease Agreement is between Tenant and the City of San Antonio ("Landlord"), pursuant to the Ordinance authorizing amendment.

Whereas, Tenant and Landlord entered into a Lease Agreement in December of 2003 and subsequently renewed and amended the Agreement to expire on September 30, 2019, with a right to renew for an additional five years pursuant to the terms in the Lease Agreement; and

Whereas, Tenant desires to exercise its right to renew; and

Now Therefore, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

1. Basic Information, Definitions.

Authorizing Ordinance:

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 Economic Development Foundation,
successor in interest to Free Trade Alliance San Antonio

Tenant's Address: 112 East Pecan Street, Suite 2635
San Antonio, TX 78205

Premises: 203 S. St. Mary's St., San Antonio, Texas 78205. Total 2,824 rentable square feet (commonly known as Suite 130), as depicted as Area "A" on **Exhibit A, Depiction of the Leased Premises.**

Permitted Use: The Permitted Use is limited exclusively to office use to support promotion of international commerce and trade in San Antonio. No other use is permitted.

Commencement Date: Binding upon the parties upon approval by the City Council of this Amendment of Lease Agreement with an effective date of October 1, 2019.

Lease End Date: September 30, 2024

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment or renewal to it have the meanings previously ascribed to them.

3. Rent.

| Term | Annual Rate per Rentable SF | Monthly Rent |
|--------------------------------------|-----------------------------|--------------|
| October 1, 2019 - September 30, 2020 | \$13.58 | \$3,195.28 |
| October 1, 2020 - September 30, 2021 | \$13.85 | \$3,258.81 |
| October 1, 2021 - September 30, 2022 | \$14.13 | \$3,324.69 |
| October 1, 2022 - September 30, 2023 | \$14.41 | \$3,390.58 |
| October 1, 2023 - September 30, 2024 | \$14.70 | \$3,458.81 |

4. Miscellaneous.

4.01. Applicable Law. This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** Both parties' obligations under this agreement are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.

4.02. Severability. If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.

4.03. Successors. This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

4.04. Integration. **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

4.05. Counterparts. This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

4.06. Incorporation of Exhibits. All exhibits to this Lease are incorporated into it for all purposes as if fully set forth.

4.07. Non-Discrimination. Tenant understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate in its operations under this lease agreement on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

5. 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.

6. Terms and Conditions.

All other terms, conditions, covenants and provisions of the Lease Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment of Lease Agreement.

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 _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Tenant:

San Antonio Economic Development Foundation, a Texas nonprofit corporation

Signature  _____

Name Carmen Lara

Title Chief Administrative Officer

Date 02/14/2020

Exhibit A: Depiction of Lease Premises

