

ORDINANCE

AUTHORIZING A FOURTH AMENDMENT, RENEWAL, AND EXTENSION OF LEASE AGREEMENT FOR A 19,050 SQUARE FOOT CITY-OWNED BUILDING KNOWN AS THE BARBARA JORDAN COMMUNITY CENTER FOR THE CONTINUED USE BY SAN ANTONIO FIGHTING BACK, INC. (SAFB) FOR AN ADDITIONAL FIVE-YEAR TERM EXPIRING SEPTEMBER 30, 2028 FOR THE ANNUAL RENTAL AMOUNT OF \$10.00 FOR A TOTAL OF \$50.00 DUE IN A LUMP SUM TO BE DEPOSITED INTO THE GENERAL FUND UPON THE COMMENCEMENT OF THE RENEWAL TERM..

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WHEREAS, San Antonio Fighting Back (SAFB) serves the residents of San Antonio, Bexar County and surrounding communities and acts as the bridge between the local community, state and federal agencies, and law enforcement entities to create longstanding systemic changes; and

WHEREAS, this building has been used by SAFB since 2002 to conduct programs in support of their mission and house staff that monitor and manage these programs to the benefit of the surrounding eastside community; and

WHEREAS, this action will serve to extend the term of the lease agreement for five years.

NOW THEREFORE:

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

SECTION 1. The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, is hereby authorized to execute a Fourth Amendment, Renewal, and Extension of Lease Agreement in a form substantially similar to **Attachment I** for a 19,050 square foot City-owned building known as the Barbara Jordan Community Center, for the continued use by San Antonio Fighting Back, Inc. (SAFB) for an additional five-year term, expiring September 30, 2028, for the annual rental amount of \$10.00 for a total of \$50.00 due in a lump sum to be deposited into the General Fund upon the commencement of the renewal term.

SECTION 2. Funds received for this ordinance for Lease Agreement will be deposited in Fund 11001000, Internal Order 238000000005 and General Ledger 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.

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.

VS
1/11/2024
Item No. ____

PASSED AND APPROVED this 11th day of January, 2024.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Debbie Racca-Sittre, City Clerk

Andrew Segovia, City Attorney

DRAFT

Attachment I

4th Amendment, Renewal and Extension of Lease Agreement (San Antonio Fighting Back, Inc. / Barbara Jordan Community Center)

This 4th Amendment, Renewal, and Extension of Lease Agreement is between Tenant and the City of San Antonio ("Landlord"), pursuant to the Ordinance Authorizing 4th Amendment, Renewal and Extension.

1. Identifying Information.

**Ordinance Authorizing
4th Amendment, Renewal
and Extension:**

Landlord: City of San Antonio

Landlord's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Division)

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
2nd Amendment:** 2014-09-04-0649

**Ordinance Authorizing
3rd Amendment,
Renewal and Extension:** 2018-09-06-0681

**Beginning of Renewal
Term:** October 1, 2023

**Expiration of Renewal
Term:** September 30, 2028

Attachment I

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. Termination.

Landlord reserves the right to terminate the Lease with One-Hundred Eighty (180) days prior written notice to Tenant.

5. Notice.

Any Notice hereunder shall be in writing and shall be deemed duly served if mailed by Certified Mail, Return Receipt Requested, addressed to the Party at the address provided in Section 1 or at the place or places from time to time established for payment of rent or the sending of notices and shall be presumed received three (3) calendar days after mailed. Written notice may also be hand-delivered or transmitted by electronic mail and in such instance immediately deemed received upon delivery or confirmation of transmission.

6. Rent.

During the renewed term of this agreement, rent will remain at \$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 within 45 days of the date City Council considers this agreement for renewal at the place and in the manner described in the Lease for the payment of Rent.

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 amendment, renewal and extension.

Attachment I

8. 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.

9. 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

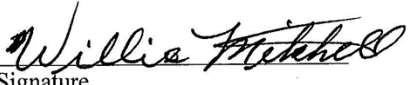
Name

Title

Date

Tenant

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


Signature

Willie Mitchell

Name

Executive Director

Title: President

September 6, 2023

Date

Approved as to Form:

City Attorney