

STATE OF TEXAS

§

SECOND AMENDMENT TO THE

§

SPORTS LICENSE AGREEMENT

COUNTY OF BEXAR

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This AMENDMENT OF THE SPORTS LICENSE AGREEMENT ("Amendment") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. 2022-\_\_\_\_\_ dated \_\_\_\_\_, 2022, and SPORTi DESARROLLO DEPORTIVO (hereinafter referred to as "LEAGUE"), a for-profit corporation registered and operating through its General Director, Sandra Paula Carrera de la Pena.

WHEREAS, Pearsall Park was dedicated as parkland in 1999 and sits upon a former landfill and has since grown to 500 acres; and

WHEREAS, through the 2012 Bond Program, \$7.5 million was appropriated for improvements to Pearsall Park consistent with the park's master plan and input from the community which includes amenities such as Family Fun and Fitness Challenge Zones, pavilions, a new playground facility, splash-pad, and skate-park; and

WHEREAS, concurrent to implementation of the Pearsall Park 2012 Bond Program, the City was contacted by the Free Trade Alliance on behalf of a member in their International Business Development Center, SPORTi, a for-profit company; and

WHEREAS, SPORTi's mission is one of social responsibility to educate people in sports as a habit for the integral development of families in a safe, healthy, and fun environment; and

WHEREAS, through Ordinance 2015-12-03-1026 the City executed a Sports License Agreement with SPORTi for the development, operations, maintenance, and programming of soccer fields at Pearsall Park for a five-year term; and

WHEREAS, through Ordinance 2017-01-19-0030 the City executed Amendment #1 to the Sports License Agreement which extended the term ten years; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the parties hereby agree to amend the Sports License Agreement as follows:

The following sections are hereby amended:

1. Section 2.3. League shall have priority use of the Premises which shall be occupied by League for recreational purposes including but not limited to organized athletic team activities and food and beverage concessions. At reasonable times during which League is not utilizing the Premises, with the exception of any building(s) containing League equipment and League operated concession stand(s) or for maintenance activities, the Premises shall be available to the general public. League shall coordinate general public use with a reservation and follow the rental fees in Section 2.6.

2. ADD: Section 2.7. City Days and Community Programming: City shall have the right to use the Premises for City activities and events for up to ten (10) days each calendar year during the term of this Agreement. ("City Days"). City's right to City Days shall be subject to the availability of the Licensed premises based on League's use for its own practices, games, tournaments, maintenance, other related uses,

and previously scheduled use by other groups. City shall be exempt from the payment to the League of any rent or fees for City Days. City shall use its best efforts to avoid any damage to the Premises and any damage caused as a result of City's use shall be promptly repaired by City, at the City's expense. As an alternative to City Days, the City may request Community Programming which requires a partnership between the City and the League to coordinate programs for the community such as one day clinics, low to no cost league play, and other programming which would be agreed upon by the Parties.

3. Section 3.2. The term of this Agreement shall commence on January 1, 2023 and terminate on December 31, 2027, if not terminated sooner according to the terms of the Agreement.

4. ADD: Section 3.3. So long as the League is not in default of any of the provisions of this Agreement, this Agreement may be administratively extended of up to three additional five (5) year renewal options.

5. Except as modified herein, all terms and conditions contained in the Agreement, as previously amended, shall remain in full force and effect.

**EXECUTED IN DUPLICATE ORIGINALS**, each of which shall have the full force and effect of an original this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**CITY OF SAN ANTONIO  
PARKS AND RECREATION**

**SPORTi DESARROLLO DEPORTIVO**

By: \_\_\_\_\_  
Homer Garcia III  
Director

By: \_\_\_\_\_  
Sandra Paula Carrera de la Pena,  
General Director

ATTEST: \_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY