

## ORDINANCE

### **ORDINANCE APPROVING THE EARLY TERMINATION OF A LEASE AGREEMENT WITH GREATER SATX LLC FOR THE 2,824 SQUARE FOOT LEASED PREMISES IN THE CITY OWNED INTERNATIONAL CENTER BUILDING LOCATED AT 203 S. ST MARY'S STREET IN COUNCIL DISTRICT 1 EFFECTIVE SEPTEMBER 30, 2023.**

\* \* \* \* \*

**WHEREAS**, greater:SATX has occupied the subject space for over 10 years as a business incubator program to promote and develop international trade as part of their overall mission to promote the San Antonio region and retain and identify businesses looking to expand or relocate to the area; and

**WHEREAS**, greater:SATX has seen a significant decrease in participation in the physical office aspects of the business incubator program with participants electing to work from home or selecting an office environment closer to where they live; as a result, greater:SATX believes they can still foster the development of small businesses focused on international trade without the need to provide a physical address and have requested the lease be terminated one year early effective September 30, 2023; and

**WHEREAS**, terminating the lease effective September 30, 2023 will result in the City of San Antonio foregoing the payment of 12 months of rent in the total amount of \$3,458.81 per month or \$41,505.72 over the remaining term of the lease.

**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 authorizing a lease amendment substantially similar to **Attachment I** with greater:SATX to terminate the lease for 2,824 square feet of office space in the Intentional Center Building effective September 30, 2023..

**SECTION 2.**

**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  
10/12/2023  
Item No. \_\_\_\_

**PASSED AND APPROVED** this 12th day of October, 2023.

**M     A     Y     O     R**  
**Ron Nirenberg**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Debbie Racca-Sittre, City Clerk**

\_\_\_\_\_  
**Andrew Segovia, City Attorney**

**DRAFT**

## Attachment I

### **2<sup>nd</sup> Amendment of Lease Agreement (San Antonio Economic Development Foundation)**

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This Amendment of Lease Agreement is between greater: SATX, formerly known as San Antonio Economic Development Foundation, ("Tenant") and the City of San Antonio ("Landlord"), pursuant to the Ordinance authorizing amendment.

**Whereas**, Predecessor to Tenant Free Trade Alliance San Antonio 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 and Landlord entered into a Lease Renewal in May of 2018 with an effective date of June 1, 2018 and Lease end date of September 30, 2024; and

**Whereas**, Tenant and Landlord now wish to amend to end the Lease on September 30, 2023.

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

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#### **1. Basic Information, Definitions.**

**Authorizing Ordinance:** 2023-\_\_ - \_\_ - \_\_\_\_

**Landlord:** City of San Antonio

**Landlord's Address:** P.O. Box 839966, San Antonio, TX 78283-3966  
(Attention: Building and Equipment Services)

**Tenant:** greater:SATX, formerly known as San Antonio Economic Development Foundation, which was the 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.**

## Attachment I

**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:** October 1, 2019.

### 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. Amendment.

**3.01** Article 1, Basic Information, Definitions, Lease End Date is hereby amended to read as follows:

**Lease End Date:** September 30, 2023.

**3.02** Article 3, Rent, is hereby amended to read as follows:

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

### 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**

## Attachment I

### **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.

*Signatures on next page.*

VS  
10/12/2023  
Item No. \_\_\_\_

## Attachment I

**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:**

greater:SATX, a Texas Nonprofit  
Corporation

Signature: C. Lara

Name: Carmen Lara

Title: Chief Administrative Officer

Date: June 26, 2023

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

## Attachment I

Exhibit A  
Depiction of the Leased Premises.

