

Second Amendment and Sublease Agreement

(YWCA and District 5 Office – 503 Castroville Road)

This Second Amendment and Sublease Agreement (“Sublease Amendment”) is entered into between the landlord, the City of San Antonio (“City”) and tenant, the Young Women’s Christian Association of San Antonio, dba YWCA San Antonio (“Tenant”). The original lease agreement dated on or about August 22, 1974 and authorized by City of San Antonio ordinance 44237, the first amendment dated on or about January 27, 1977 and memorialized by City of San Antonio ordinance 47620, and this Sublease Amendment shall be collectively read and referred to as the “Lease”.

1. Identifying Information, Definitions.

Ordinance Authorizing Second Amendment and Sublease Agreement:

Landlord: City of San Antonio

Landlord’s Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Center City Development
Office)

Tenant: Young Women’s Christian Association San Antonio,
dba, YWCA San Antonio

Tenant’s Address: 503 Castroville Road, San Antonio, Texas 78237

**Ordinance Authorizing
Original Lease:** 44237

**Ordinance Authorizing
First Amendment:** 47620

Commencement Date: January 1, 2022

Lease Term: 10 years

Binding Date: This Amendment is binding on the parties on the later of;

- (A) The effective date of the Ordinance Authorizing Amendment; or
- (B) The later of the signatures of the two parties.

2. Sublease.

2.01. In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City subleases from the Tenant and Tenant subleases to the City, Room 124 (approximately 180 square feet) within the building, as shown in **Exhibit A**.

2.02. The term of this Sublease is ten (10) years and shall commence on January 1, 2022,

expiring on December 31, 2031, unless sooner terminated or canceled in accordance with the terms and conditions of 2.04 below.

2.03. The Sublease rent shall be zero 00/100 (\$0) dollars per month.

2.04. The City may terminate this sublease agreement with thirty (30) days' notice and Tenant may terminate this sublease agreement with one-hundred eighty (180) days' notice.

2.05. City, as sublessor, shall be responsible for the cost of its own phone service, internet, and other non-essential services.

3. No Default.

Neither the City 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.

4. Same Terms and Conditions.

This Amendment is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Amendment, the Lease remains a comprehensive statement of the rights and obligations of City and Tenant. City 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 conflicts with the Lease, this Amendment controls.

5. Appropriation of Funds.

All obligations of the City of San Antonio under this agreement are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year.

6. City Insurance.

The City of San Antonio maintains self-insurance for General Liability as a political subdivision of the State of Texas. City of San Antonio is subject to the Texas Tort Claims Act and the obligations of City of San Antonio and the rights of persons claiming against City of San Antonio are subject to that Act.

7. Public Information.

City 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.

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In Witness Whereof, the parties have caused their representatives to set their hands.

Landlord

Tenant

City of San Antonio, a Texas municipal corporation

Young Women's Christian Association of San Antonio, dba, YWCA San Antonio

By: _____

By: *F Rattray*

Printed Name: John Jacks

Printed Name: Francesca Rattray

Title: Director, CCDO

Title: CEO

Date: _____

Date: 10/19/2021

Approved as to Form:

City Attorney

EXHIBIT A

