

ORDINANCE 2021-12-16-0977

AUTHORIZING THE SECOND AMENDMENT AND SUBLEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION SAN ANTONIO, DBA YWCA SAN ANTONIO, FOR THE DISTRICT 5 CONSTITUENT OFFICE LOCATED AT 503 CASTROVILLE RD, SUITE 124, FOR A TEN-YEAR TERM COMMENCING JANUARY 1, 2022 AT NO CHARGE TO THE CITY.

* * * * *

WHEREAS, The City of San Antonio (City) originally leased 503 Castroville Road to the YWCA in August of 1974 and amended the agreement in January of 1977 and the proposed council action will amend the original lease agreement once again to sublease approximately 180 square feet of office space to the City for use as the District 5 Constituent Office; and

WHEREAS, the previous District 5 constituent office closed August 31, 2021 and there is an immediate need for the proposed new location; and

WHEREAS, the utilization of this City-owned space at no charge will save the City over \$9,000 annually in rent and other costs associated with leasing space in a non-City-owned facility; **NOW THEREFORE:**

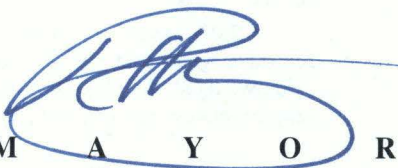
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council authorizes the City Manager or designee to execute the Second Amendment and Sublease Agreement substantially in the form as shown in **Attachment I** between the City of San Antonio and the Young Women's Christian Association San Antonio, dba YWCA San Antonio, for the District 5 Constituent Office located at 503 Castroville Rd, Suite 124, for a ten-year term commencing January 1, 2022 at no charge to the City.

SECTION 2. There is no fiscal impact associated with this lease agreement as the leased premises is in a City-owned facility and therefore no rent is being charged.

SECTION 3: 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 16th day of December, 2021.


M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:


Debbie Racca-Sittre, Acting City Clerk


Andrew Segovia, City Attorney

5590-01-S1-1505

Attachment I

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,



City of San Antonio

City Council Meeting December 16, 2021

20.

2021-12-16-0977

Ordinance approving the Second Amendment and Sublease Agreement with the Young Women's Christian Association San Antonio for the District 5 Council Office located at 503 Castroville Rd, for a ten-year term at no cost to the City. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Cabello Havrda seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Sandoval, Pelaez, Courage, Perry

Attachment I

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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Attachment I

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

Landlord

City of San Antonio, a Texas municipal corporation

By: _____

Printed

Name: John Jacks

Title: Director, CCDO

Date: _____

Tenant

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

By: 

Printed

Name: Francesca Rattray

Title: CEO

Date: 10/19/2021

Approved as to Form:

City Attorney

Attachment I

EXHIBIT A

