

AN ORDINANCE

2010-01-21-0058

AUTHORIZING A FIVE-YEAR LEASE RENEWAL TO SAN ANTONIO FIGHTING BACK FOR SPACE AT THE BARBARA JORDAN COMMUNITY CENTER, LOCATED IN COUNCIL DISTRICT 2 FOR AN ANNUAL RENTAL OF \$1.00.

* * * * *

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

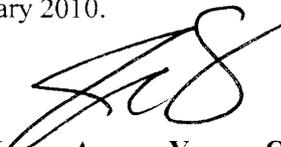
SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City an instrument with San Antonio Fighting Back in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee, severally, should take all other actions conducive to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. The department will record an in-kind transaction for the services authorized by this ordinance.

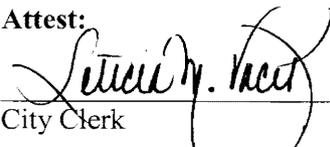
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 21st day of January 2010.

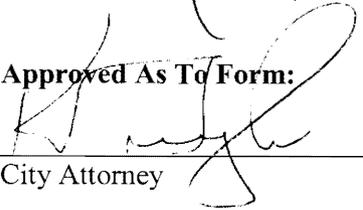

M A Y O R
JULIÁN CASTRO

Attest:



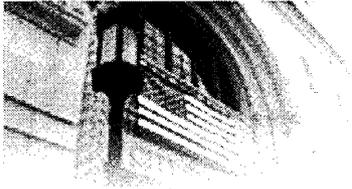
City Clerk

Approved As To Form:

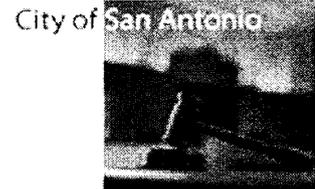


City Attorney





Request for
COUNCIL
ACTION



Agenda Voting Results - 23

Name:	23						
Date:	01/21/2010						
Time:	04:54:00 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a five-year lease renewal to San Antonio Fighting Back for space at the Barbara Jordan Community Center, located in Council District 2 for an annual rental of \$1.00. [Pat DiGiovanni, Deputy City Manager; Mike Frisbie, Director, Capital Improvements Management Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3				x		
Philip A. Cortez	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

Attachment I

Renewal and Amendment of Lease Agreement

(San Antonio Fighting Back, Inc./Barbara Jordan Center)

This Renewal and Amendment of Lease Agreement is between Tenant and the City of San Antonio (“Landlord”), pursuant to the Ordinance Authorizing Renewal.

1. Identifying Information.

**Ordinance Authorizing
Renewal:**

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 E. Commerce, San Antonio, Bexar County, Texas and authorized by the Ordinance Authorizing Original Lease

**Ordinance Authorizing
Original Lease:** 96439, September 26, 2002

**Beginning of Renewal
Term** October 1, 2007

**Expiration of Renewal
Term** September 30, 2014

2. Defined 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.

3. Renewal.

The term of the lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. If Tenant wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further renewal. If, for whatever reason, the parties do not reach an agreement on a further renewal by the Expiration of Renewal Term, then the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of Renewal Term. If Tenant holds over, the holdover is nonconsensual, and Tenant is a tenant at sufferance. During such time as the tenancy at sufferance may continue, rent is \$1,500 a month.

4. Rent.

During the renewed term of this agreement, rent continues to be \$1 a year. From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord the following rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

5. Revised Maintenance Responsibilities.

5.01. Paragraph 13.1 of the Lease is deleted in its entirety. In its place, the following language is substituted:

Subject to availability of appropriated funds, Landlord is responsible for repairing defects in the building structure and roof. Tenant is responsible for all other maintenance, repair, and replacement of the Premises and equipment supporting the Premises. Without limitation, Tenant's maintenance, repair, and replacement obligation include interior and exterior walls, floors, electrical systems, interior and exterior plumbing systems, and HVAC systems. Risk of loss for damage to or loss of Tenant's merchandise, trade fixtures, or personal property, whether or not caused by a matter the maintenance and repair of which are Landlord's responsibility, is allocated to Tenant. It is Tenant's burden to insure against or bear such loss.

5.02. Paragraph 13.5 of the Lease is deleted in its entirety.

6. 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 renewal.

7. Same Terms and Conditions.

This renewal instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal, 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.

8. 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

Tenant

City of San Antonio, a Texas municipal corporation

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

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

City Attorney