

AN ORDINANCE

2011-09-29-0803

**APPROVING THE FIRST AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING AND MUSEO ALAMEDA LEASE WITH CENTRO ALAMEDA, INC. EXTENDING THE CITY'S OBLIGATION TO PAY GENERAL UTILITIES, MAINTENANCE AND SECURITY AT THE MUSEO ALAMEDA THROUGH SEPTEMBER 30, 2012.**

\* \* \* \* \*

**WHEREAS**, in April 2010, City Council approved a Memorandum of Understanding (“MOU”) with Centro Alameda, Inc (“CAI”) aimed at assisting CAI achieve a sustainable financial position and the negotiation and execution of related agreements, including amendments to the lease of the Centro de Artes Building at Market Square for the operation of the Museo Alameda; and

**WHEREAS**, both agreements provide that the City will pay the utilities, maintenance and security expenses for the Museo Alameda through September 30, 2011, yet despite significant advances during the past eighteen months, CAI has been unable to reach a position where the agency can resume the payment of these expenses; and

**WHEREAS**, in an effort to preserve its asset, City Council desires to continue paying these operational expenses for an additional one-year period through September 30, 2012; **NOW THEREFORE:**

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

**SECTION 1.** The terms and conditions of the First Amendments to the MOU and Lease are authorized and approved.

**SECTION 2.** The City Manager, or her designee, is authorized to execute the First Amendments to the MOU and Lease, copies of which are set out in Exhibits I and II.

**SECTION 3.** Funding for this Ordinance is available in Fund 29604001. All expenditures will comply with the Operating Budget approved by City Council for Fiscal Year 2012.

**SECTION 4.** Payment not to exceed the budgeted amount is authorized and shall be encumbered with a purchase order.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (“CFO”), City of San Antonio. The CFO 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 6.** This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

**PASSED AND APPROVED** this 29<sup>th</sup> day of September, 2011.



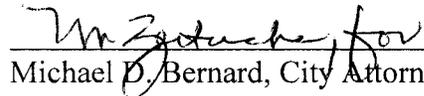
M A Y O R  
Julián Castro

**ATTEST:**

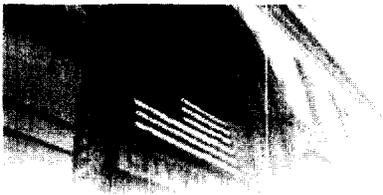


Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
**ACTION**

City of San Antonio



## Agenda Voting Results - 36

<b>Name:</b>	5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 19A, 19B, 20B, 20C, 21, 22, 23, 25, 26A, 26B, 26C, 26D, 26E, 26F, 26G, 26H, 26I, 26J, 27A, 27B, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41A, 41B, 41C						
<b>Date:</b>	09/29/2011						
<b>Time:</b>	11:04:43 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance approving the First Amendments to the Memorandum of Understanding and Museo Alameda Lease with Centro Alameda, Inc. extending the City's obligation to pay general utilities, maintenance and security at the Museo Alameda through September 30, 2012. [ Pat DiGiovanni , Deputy City Manager; Felix Padron , Director, Cultural Affairs]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

# **EXHIBIT I**

**FIRST AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING**

This First Amendment to the Memorandum of Understanding ("First Amendment") is entered into by the CITY OF SAN ANTONIO, a Texas Municipal corporation ("City"), acting by and through its City Manager pursuant to and duly authorized by Ordinance No. 2011-09-29-\_\_\_\_\_, passed and approved on \_\_\_\_\_, 2011, and Centro Alameda, Inc., ("CAI") acting by and through its duly authorized designated officer.

A. City and CAI entered into the Memorandum of Understanding pursuant to City of San Antonio Ordinance No. 2009-04-01-0272, dated April 1, 2010.

**B. City and CAI agree to amend specific provisions of the Memorandum of Understanding as set out in this First Amendment.**

1. **Section II (H) is amended by deleting the first two sentences in their entirety and replacing them with the following:**

**"Amend the Centro de Artes Building lease to suspend its requirement to pay building utilities, maintenance and general security for a 30 month period beginning on April 1, 2010. CAI shall resume these obligations beginning October 1, 2012."**

2. **Section III (A) is deleted in its entirety and replaced with the following:**

**"Amend the Centro de Artes Building lease to assume the obligation to pay building utilities, maintenance and general security for a 30 month period beginning on April 1, 2010."**

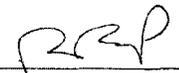
Except as otherwise expressly modified hereby, all terms and provisions of the Memorandum of Understanding are ratified and confirmed.

EXECUTED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF SAN ANTONIO**

**CENTRO ALAMEDA, INC.**

\_\_\_\_\_  
Pat Di Giovanni  
Deputy City Manager

  
\_\_\_\_\_  
Name: ROLANDO PABLOS  
Title: CHAIRMAN

**APPROVED AS TO FORM:**

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

# **EXHIBIT II**

# First Amendment to Museo Alameda Lease

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This First Amendment to Museo Alameda Lease Agreement (“Lease”) is entered into between Landlord and Tenant to be effective on October 1, 2011.

## 1. Identifying Information.

**Authorizing Ordinance:** 2011-09-29-xxxx

**Landlord:** City of San Antonio

**Landlord’s Address:** P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, Downtown Operations)

**Tenant:** Centro Alameda, Inc.

**Tenant’s Address:** 101 S. Santa Rosas Street, San Antonio, Texas 78205

**Ordinance Authorizing  
Original Lease:** 2010-04-01-0272

## 2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this Amendment, when used in this amendment, have the meanings ascribed to them in the Lease.

## 3. Section 3.03

The following sentence shall be added to the end of the Section:

“The obligation to pay such Additional Rent shall begin on October 1, 2012.”

## 4. Section 10.1.

The date of September 30, 2011 shall be deleted and replaced with September 30, 20102.

## 5. Section 10.2.

The date of October 1, 2011 shall be deleted and replaced with October 1, 20102.

## 6. Section 10.4

The date of October 1, 2011 shall be deleted and replaced with October 1, 2012.

**7. No Default.**

Neither Landlord nor Tenant is in default under the Lease.

**8. Same Terms and Conditions.**

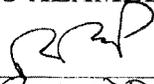
This Amendment is a fully integrated expression of the changes the parties intend to make to the Lease. The parties acknowledge that, except as expressly set forth in this Amendment, the Lease remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. There have been no amendments or other modifications to the Lease except as expressly described in this Amendment.

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

**CITY OF SAN ANTONIO**

**CENTRO ALAMEDA, INC.**

\_\_\_\_\_  
Pat DiGiovanni  
Deputy City Manager

  
Name: ORLANDO PABLOS  
Title: CHAIRMAN

**APPROVED AS TO FORM:**

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