

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL,
SIGNED ORDINANCE OR RESOLUTION ADOPTED BY CITY
COUNCIL.**

AN ORDINANCE

**AUTHORIZING AN AMENDMENT TO THE INSTITUTO DE MEXICO'S
LEASE IN HEMISPHERE PARK TO EXTEND THE LEASE TERM
THROUGH FEBRUARY 28, 2021, AND TO REVISE THE TERMINATION
PROVISION TO ONE YEAR IN CITY COUNCIL DISTRICT 1.**

* * * * *

**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 amended lease agreement substantially in the form of **Attachment I**, which is incorporated by reference for all purposes as if fully set forth. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient 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. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 219000000009 and General Ledger 4407720.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts 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 _____ day of _____, 2015.

**M A Y O R
Ivy R. Taylor**

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Martha G. Sepeda, Acting City Attorney

DRAFT

Attachment I

Amendment #1 of Lease Agreement

(Instituto de Mexico)

This Amendment of Lease Agreement is between Lessee and the City of San Antonio ("CITY"), pursuant to the Ordinance Authorizing Amendment.

1. Identifying Information.

Lessee: The Instituto de Mexico

Lessee's Address: 600 Hemisfair Park, San Antonio, Texas 78205

Lease: The museum building located at 600 Hemisfair Park, specifically Buildings 329-332, containing approximately 16,667 square feet, and authorized by the Ordinance Authorizing Original Lease

Ordinance Authorizing Original Lease: 100488

Ordinance Authorizing Amendment:

Beginning of Extended Term: March 1, 2015

Expiration of Extended Term: February 28, 2021

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. Term and Termination.

The original term of the Lease began March 1, 2005 and ended February 28, 2015. This amendment extends the term end date to February 28, 2021. The original Termination Without Cause provision allowed either party to terminate the Lease with two hundred seventy (270) days' prior written notice to the other party. This amendment revises the Termination Without Cause provision to increase the required number of days prior written notice from 270 to 365, and to include that, upon Termination Without Cause, CITY will work with Lessee to identify a long term solution for an alternative building location in San Antonio where the Lessee is able to move in and continue with its activities.

4. No Default.

Neither CITY nor Lessee 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.

5. Same Terms and Conditions.

This amendment instrument 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 Lessee. CITY and Lessee reaffirm the Lease as modified by this agreement. CITY and Lessee reaffirm the Lease as modified by this agreement and represent to each other that, except as expressly stated in this instrument, 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.

6. Public Information.

Lessee 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	The Instituto de Mexico, through the Government of Mexico
By: _____	By: <u>[Signature]</u>
Carlos J. Contreras, III	Printed Name: <u>JOSE ANTONIO LARIOS</u>
Assistant City Manager	Title: <u>Consul of Mexico</u>
Date: _____	Date: <u>Feb 3, 2015</u>

Attest:

City Clerk
Approved as to Form:

City Attorney

