

**FIRST AMENDMENT TO CONTRACT FOR IMPROVEMENTS  
AND/OR SERVICES IN THE SAN ANTONIO PUBLIC IMPROVEMENT DISTRICT  
IN THE DOWNTOWN AREA**

**FOR VALUE RECEIVED**, the receipt and sufficiency of which is hereby acknowledged, this First Amendment to the Contract for Improvements and/or Services in the San Antonio Public Improvement District in the Downtown Area ("First Amendment") is entered into by the City of San Antonio, a Texas Municipal corporation ("City"), acting by and through its City Manager, or her designee, and Centro Public Improvement District ("Contractor") acting by and through its duly authorized designated officer.

A. City and Contractor entered into the Contract for Improvements and/or Services in the San Antonio Public Improvement District in the Downtown Area ("Agreement") pursuant to City of San Antonio Ordinance No. 2013-09-05-0613, dated September 5, 2013.

**B. CITY and ARTIST agree to amend specific provisions of the Agreement as set out in this First Amendment.**

1. **Section 6(B)** is deleted in its entirety and replaced with the following:

"The Contractor shall make a quarterly work report to the designated City representative. This quarterly report shall detail all of the Contractor's significant work activities during the preceding quarter. The format of the report shall be in a form that is mutually agreed upon by the Contractor and the City Manager. The report shall be due on the thirtieth working day of the month after the end of the quarter. Payments to the Contractor may be withheld if the quarterly report is not received. The City's designated representative shall have the right to verify that the report is complete and accurate."

Except as otherwise expressly modified in this First Amendment, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED to be effective the 7<sup>th</sup> day of September, 2017.


**CITY OF SAN ANTONIO**

**CENTRO PUBLIC IMPROVEMENT DISTRICT**

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City Manager

**APPROVED AS TO FORM:**

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

  
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Pat DiGiovani, President and CEO