

**AMENDMENT NO. 1
TO
MAIN PLAZA FUNDING AND PROGRAMMING AGREEMENT**

This Amendment (hereinafter called the “Amendment”) to the Main Plaza Funding and Programming Agreement is entered into by and between the City of San Antonio (herein called the “City”), a Texas municipal corporation, and Main Plaza Conservancy (hereinafter called “Conservancy”), acting by and through its duly authorized corporate representative, as set out below. WITNESSETH:

WHEREAS, Main Plaza is an historic public plaza and park dedicated with the founding of the City of San Antonio;

WHEREAS, the CITY and CONSERVANCY previously entered into a Management Agreement regarding the CONSERVANCY's operation and management of Main Plaza and both parties desire to enter into this Agreement for the continued operation, management, and programming of Main Plaza by the CONSERVANCY; and

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Agreement entered into by and between the City and the Conservancy is amended as follows:

1. Section 2.3 is hereby amended to read as follows:

“CONSERVANCY's Board of Directors shall consist of no more than fifteen (15) members and no less than three (3) members with one (1) City of San Antonio liaison and one (1) Bexar County liaison. The two liaison members shall have full rights of access to all meetings and all records of the CONSERVANCY.”

2. Section 3.1 is hereby Amended to read as follows:

“This Agreement shall be effective immediately upon execution by the parties; however, the Term of CONSERVANCY'S management and operation of the Premises shall commence on October 1, 2024, and terminate five (5) years thereafter on September 30, 2029 (the "Term"), unless terminated as provided herein.”

3. Section 3.2 is hereby Amended to read as follows:

“Either party shall have authority to terminate this agreement by providing sixty (60) days written notice to the other party.”

4. Section 4.1 (A) iii is amended to read as follows:

“iii. Provide high quality concessions that enhance the experience and enjoyment of Main Plaza. Select and contract with outside entities to provide concessions at the two (2) kiosks located on Main Plaza. Create concession opportunities in other areas in Main Plaza. City must approve operation of concessions in other areas outside the two (2) kiosks, to include but not limited to

approval from the Office of Historic Preservation. Ensure that entities contracted to operate inside the kiosks are utilizing the facilities and all equipment contained within' in a proper manner, and consistent with any direction provided by City. These obligations shall extend to any concession opportunity approved by City and implemented on the premises.

5. Section 4.1 (A) ix is inserted is hereby added to clarify allowable uses:

“ix. The Conservancy may directly hold private events for the purpose of fundraising with the approval of the Director.”

6. Section 5.1 is hereby amended to add the following commitment:

“The CONSERVANCY shall adopt and provide to the City a detailed annual budget. CONSERVANCY shall provide quarterly spending reports demonstrating consistency with approved budget. In addition, CONSERVANCY shall continue to comply with the required reports detailed in the table below and the annual audit will now be submitted no later than March 1st.”

| Reporting Requirement | Due date |
|---|----------------------------------|
| 1. Submit annual operating budget for Main Plaza operations, including estimated revenue and expenses by category for upcoming Budget Year (October 1 through September 30) | October 1 |
| 2. Submit calendar of events for upcoming Budget Year (October 1 through September 30) | October 1 |
| 3. Submit quarterly Programming Activity Report detailing list of events and activities conducted during previous quarter. | October, January, April and July |
| 4. Submit audited Annual Financial Report for previous year ending September 30. | February 1 March 1 |

7. Section 5.2 introduction sentence and 5.2(A) are hereby Amended to read as follows:

“Subject to annual appropriation by City Council. the CONSERVANCY shall receive annual funding allocations over five (5) years in accordance with the following: To assist with operations and programming, the CONSERVANCY will receive an annual allocation of TWO HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$200,000.00) distributed quarterly in payments of \$50,000 and disbursed upon receipt of quarterly programming activity reports due in October, January, April, and July in accordance with section 5.1 above.”

8. Section 5.2(B) is hereby amended to read as follows:

“Additionally, subject to annual appropriation by City Council, the CONSERVANCY shall receive an additional annual funding allocation of \$50,000 for five (5) years to assist with operations and programming from the Department of Arts & Culture. Said funding shall be eligible for disbursement October 1 of each year and shall disbursed following

the receipt of an invoice from the CONSERVANCY and the submission of the budget, calendar and the October quarterly Programming Activity Report. CITY may require reimbursement of these funds should the CONSERVANCY fail to submit any of the reporting requirements in Section 5.1 or CONSERVANCY fundraising commitments set forth in Section 5.3.”

9. A new Section 5.3 is hereby created to read as follows:

“CONSERVANCY fundraising commitments:

The parties agree that incorporating the design elements requested by CONSERVANCY into the Main Plaza Capital Project (currently reflected in the schematic design) will require an additional \$5 million towards the total project cost and CONSERVANCY hereby commits to raise this amount in support of the project according to the following deadlines.

- 1) By January 31, 2025, CONSERVANCY will have raised two hundred thousand dollars (\$200,000.00) to pay for the design cost of the additional project scope (Add Alternates) and shall provide such funds to the City by February 28, 2025, or within 15 days of City Council approval of this amendment.
- 2) CONSERVANCY also commits to the following Additional Fundraising Milestones for Construction Funding:
 - a. CONSERVANCY will demonstrate to the City funding commitments totaling 40% of estimated cost of the increased scope (\$2,000,000.00) by August 31, 2025.
 - b. CONSERVANCY will demonstrate to the City funding commitments totaling 70% of the estimated cost of the increased scope (\$3,500,000.00) prior to December 12, 2025.
 - c. CONSERVANCY will demonstrate to the City full Funding in-hand (\$4,800,000.00 after previously provided design funds) prior to June 20, 2026, and shall provide such funds to the City by July 15, 2026.

10. Section 15.1 is amended to update the staff and/or officers to receive notice under this agreement.

“Notices to CONSERVANCY shall be deemed sufficient if in writing and hand delivered or mailed, Registered or Certified mail, Postage Prepaid, addressed to CONSERVANCY at:

Main Plaza Conservancy
Attn: Stephen Graham
231 W. Commerce Street
San Antonio, TX 78205

and

Main Plaza Conservancy
Attn: Molly Hall-Villarreal, Executive Director
231 W. Commerce Street
San Antonio, TX 78205

Except as amended hereby, all other provisions of the Agreement are hereby retained in their entirety and remain unchanged.

EXECUTED AND AGREED TO be effective the 1st day of October, 2024.

CITY OF SAN ANTONIO

By: _____
John Jacks
Director, Center City Development & Operations

MAIN PLAZA CONSERVANCY

By: Stephen T. Graham
Name: **STEPHEN T. GRAHAM**
Title: **BOARD CHAIR**

APPROVED AS TO FORM:

By: _____
Assistant City Attorney