

**SECOND AMENDMENT TO THIRD AMENDED AND RESTATED 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 Second Amendment to the Third Amended and Restated Contract for Improvements and/or Services in the San Antonio Public Improvement District in the Downtown Area (“Second Amendment”) is entered into by the City of San Antonio, a Texas Municipal corporation (“City”), acting by and through its City Manager, or his designee, and Centro Public Improvement District (“Contractor”) acting by and through its duly authorized designated officer.

A. City and Contractor entered into the Third Amended and Restated 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. 2020-09-03-0605, dated September 3, 2020; as amended by the First Amendment pursuant to Ordinance No. 2022-09-29-0758, passed and approved on September 29, 2022; and

B. City and Contractor agree to extend the Agreement and amend specific provisions of the Agreement as set out in this Second Amendment.

1. **Section 1 (A.5)** is added as follows:

“To the extent provided in the approved Plan, Contractor shall provide the following maintenance and custodial services in Main Plaza, Trevino Alley and the Riverwalk Portal “Main Plaza Custodial Services,” as more specifically set forth in the Main Plaza Custodial Service Area Map attached as Exhibit G either directly or through a subcontractor:

- a. Pan and broom services within the Main Plaza, Trevino Alley and Riverwalk Portal, and custodial services for onsite men’s and women’s restrooms. Capital repairs for restroom facilities will be reported to City for repair.
- b. Graffiti removal will be performed case-by-case on approved surfaces and in approved areas. Contractor will not remove graffiti from historic sites without written consent and a waiver releasing Contractor and any contract partners from harm for unintended damage.
- c. The services provided shall be performed in two, eight-hour shifts, operating between 7am and 11pm, 7 days per week, 52 weeks per year, including holidays. This service shall ensure the designated locations are uniformly clean, hygienic, orderly and attractive. Invoices for such additional custodial service shall be separate from those invoices outlined in any other part of this agreement and submitted in accordance with Section 9.9.
- d. Contractor will regularly collaborate with City and Main Plaza Conservancy to ensure efficient service delivery and operational needs are met among all Parties.
- e. City reserves the right to add or delete service areas, reduce service levels and modify service days and hours in a manner consistent with the pricing stated below, upon agreement by both Parties. If reductions are made to the Main

Plaza Custodial Service Area or the levels of service in that Area, then the cost to City for such services shall be commensurately reduced, as reasonably determined by the Parties. Such changes to the Main Plaza Custodial Service Area or the levels of service within that Area, shall not require formal amendment to this Agreement.

2. **Section 6 (I.B)** is added as follows:

“Contractor shall employ a full-time Chief Financial Officer (“CFO”) for the duration of this Agreement. Such CFO shall have an employment history in and the expertise required to oversee Contractor’s finances, in light of the complexities involved in the management of PID funds and activities.”

3. **Section 6 (II.A.i)** is amended to increase City’s contribution by 3 percent annually and to specify that such contribution shall be determined based on the insured value of City properties. After the fifth year of this Agreement, City insured values shall be re-evaluated and reset. City contribution for Fiscal Year 2024 shall be \$596,077 and shall escalate as follows, subject to budgetary appropriation, as approved by City Council:

| Year | Amount |
|-------------|---------------|
| FY 2024 | \$596,077 |
| FY 2025 | \$613,959 |
| FY 2026 | \$632,378 |
| FY 2027 | \$651,349 |
| FY 2028 | \$670,890 |

4. **Section 7** is amended to add the following language:

“The Main Plaza Custodial Services provided under Section 1 (A.5) may be removed from the Agreement upon the mutual consent of the Parties. Such removal will not require a formal amendment to the Agreement but must be agreed to in writing by the Parties at least six months prior to the effective date of such removal.”

5. **Section 8** is amended to provide for a ten-year extension of the Agreement and City and Contractor mutually agree to exercise such extension and said Agreement shall now have a termination date of September 30, 2033, unless terminated sooner according to provisions of the Agreement.

6. **Section 9** is amended to delete **Sections 9 (7) and (8)** in their entirety and replace them with the following:

“7. The Plan shall outline services required for payment. Power Washing services funded by City shall be paid based on service hours worked. If using a

subcontractor, Contractor shall have the right to charge a management fee not to exceed 7%. City funding for Fiscal Year 2024 shall be \$272,450 and shall increase by 3 percent annually, subject to budgetary appropriation, as approved by City Council. Escalation shall be as follows:

| Year | Amount |
|-------------|---------------|
| FY 2024 | \$272,450 |
| FY 2025 | \$280,624 |
| FY 2026 | \$289,042 |
| FY 2027 | \$297,713 |
| FY 2028 | \$306,645 |
| FY 2029 | \$315,844 |
| FY 2030 | \$325,320 |
| FY 2031 | \$335,079 |
| FY 2032 | \$345,132 |
| FY 2033 | \$355,485 |

8. City funding for the additional River Walk custodial services, as outlined in Section 2 (I.A.4), shall be \$549,600 for Fiscal Year 2024 and shall increase by 3 percent annually, subject to budgetary appropriation, as approved by City Council. Invoices for River Walk custodial services shall be submitted monthly. Escalation shall be as follows:”

| Year | Amount |
|-------------|---------------|
| FY 2024 | \$ 549,600 |
| FY 2025 | \$ 566,088 |
| FY 2026 | \$ 583,071 |
| FY 2027 | \$ 600,563 |
| FY 2028 | \$ 618,580 |
| FY 2029 | \$ 637,137 |
| FY 2030 | \$ 656,251 |
| FY 2031 | \$ 675,939 |
| FY 2032 | \$ 696,217 |
| FY 2033 | \$ 717,103 |

Section 9 is also amended to add the following language:

“9. The cost for Main Plaza Custodial Services provided under Section 1 (A.5) shall be \$168,600 for Fiscal Year 2024 and shall increase by 3 percent annually, subject to budgetary appropriation, as approved by City Council. Invoices for Main Plaza Custodial Services shall be submitted monthly to designated representative of City. Upon mutual agreement of the Parties, annual cost may be adjusted for

reduced scope of services to account for any construction or other event(s) within Main Plaza that effects the designated location service area.

Event Services above and beyond the daily Main Plaza Custodial Services described Section 1 (A.5) will be considered by the Contractor on a case-by-case basis. A separate scope and invoice will be issued for the Event Service(s). Event Services are billed at an overtime rate and a 20% management fee.

The escalation of the budgeted amount shall be as follows:”

| Year | Amount |
|-------------|---------------|
| FY 2024 | \$ 168,600 |
| FY 2025 | \$ 173,658 |
| FY 2026 | \$ 178,868 |
| FY 2027 | \$ 184,234 |
| FY 2028 | \$ 189,761 |
| FY 2029 | \$ 195,454 |
| FY 2030 | \$ 201,317 |
| FY 2031 | \$ 207,357 |
| FY 2032 | \$ 213,577 |
| FY 2033 | \$ 219,985 |

- 7. **Exhibit G**, which is attached to this Second Amendment, shall be incorporated into the Agreement for all purposes.

Except as otherwise expressly modified in this Second 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 this the __ day of _____, 2023.

CITY OF SAN ANTONIO

CENTRO PUBLIC IMPROVEMENT DISTRICT

Erik J. Walsh, City Manager

Trish DeBerry

Trish DeBerry, President and CEO

APPROVED AS TO FORM:

City Attorney

EXHIBIT G

Main Plaza Custodial Service Area Map

