

AN ORDINANCE 2008 - 04 - 10 - 0300

**APPROVING AN AMENDMENT TO THE MAIN PLAZA  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
SAN ANTONIO AND BEXAR COUNTY TO ALLOW FOR A  
THIRD PARTY MANAGEMENT ENTITY TO PROGRAM  
AND MANAGE MAIN PLAZA.**

\* \* \* \* \*

**WHEREAS**, on December 12, 2006, City Council approved an Interlocal Agreement (ILA) with Bexar County for: (1) managing the design and construction associated with Main Plaza including disruption; (2) funding the construction; and (3) operating and maintaining Main Plaza upon completion of construction; and

**WHEREAS**, on January 17, 2008, City Council approved a contract with the Main Plaza Conservancy, a 501 (c)(3) organization, to program and manage Main Plaza for a five-year term through March 30, 2013; and

**WHEREAS**, this management model was recommended by the Main Plaza Advisory Board; and

**WHEREAS**, this private management model is successful in many plazas throughout the country including New York (Bryant Park) and San Francisco (Union Square, Yerba Buena); and

**WHEREAS**, the ILA needs to be amended to reflect this management model; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee, or the Director of the Downtown Operations Department or her designee, is authorized to execute an amendment to the Main Plaza Interlocal Agreement between the City of San Antonio and Bexar County to allow for a third party management entity to program and manage Main Plaza. A copy of the amendment is attached hereto and incorporated herein for all purposes as Attachment I.

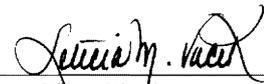
**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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.

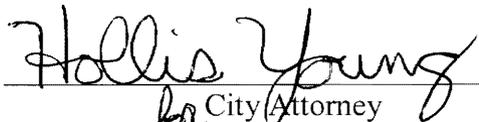
SW/mgc  
04/10/08  
Item #21

**SECTION 3.** This ordinance shall be effective on and after April 20, 2008.

PASSED AND APPROVED this 10<sup>th</sup> day of April, 2008.

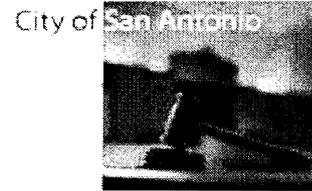
  
M A Y O R  
PHIL HARDBERGER

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for City Attorney



Request for:  
**COUNCIL**



## Agenda Voting Results - 21

<b>Name:</b>	7, 8, 9, 10, 11, 13, 14, 17, 18, 19, 20, 21, 22, 24, 25						
<b>Date:</b>	04/10/2008						
<b>Time:</b>	10:04:30 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance approving an amendment to the Main Plaza Interlocal Agreement between the City of San Antonio and Bexar County to allow for a third party management entity to program and manage Main Plaza. [Penny Post oak Ferguson, Assistant City Manager; Paula X. Stallcup, Director, Downtown Operations]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5	x					
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				x
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

STATE OF TEXAS

§ FIRST AMENDMENT TO INTERLOCAL

§ AGREEMENT FOR THE

COUNTY OF BEXAR

§ REDEVELOPMENT OF MAIN PLAZA

**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR THE REDEVELOPMENT OF MAIN PLAZA** (“First Amendment”) is by and between **CITY OF SAN ANTONIO, TEXAS**, a Texas Home Rule Municipality (“CITY”), and **COUNTY OF BEXAR**, a political subdivision of the State of Texas (“COUNTY”). CITY and COUNTY shall collectively be referred to herein as “the Parties.”

**WITNESSETH**

WHEREAS, CITY and COUNTY entered into the Interlocal Agreement for the Redevelopment of Main Plaza dated effective February 20, 2007, (“the Agreement”) for the redevelopment of Main Plaza and the Plaza de las Islas in order to restore the historical nature of the Plaza and to create a pedestrian plaza (collectively referred to as “Main Plaza”); and

WHEREAS, CITY and COUNTY and third parties will be sponsoring events and activities at Main Plazas; and

WHEREAS, CITY and COUNTY desire to amend the Agreement to establish the procedures for determining whether COUNTY will participate in events and activities held at Main Plaza through inclusion of COUNTY’s Courthouse Tract as well as the responsibilities of the Parties with regard to security and clean up for the events.

NOW, THEREFORE, in consideration of the mutual covenants stated herein, the Parties agree as follows:

**ARTICLE I.**  
**CHANGES TO AGREEMENT**

1.01 Article IV, Subsection 4.01 f. is hereby deleted in its entirety and replaced by the following:

f.

- (1) It is COUNTY’s intention that the Courthouse Tract not be included in events and activities scheduled for Main Plaza sponsored by either CITY or a third party (individual or organization). Therefore, neither CITY nor CITY’s designated management entity shall include the Courthouse Tract in any activity without obtaining a permit from COUNTY. CITY, or CITY’s designated management entity, shall submit a written request for a permit to COUNTY describing the event and the date and time the Courthouse Tract will be utilized as well as a description of the security CITY, or CITY’s designated management

entity, will have located on the Tract. A written request from CITY, or CITY's designated management entity, shall be sent to COUNTY's designated representative a minimum of ten (10) business days prior to an event. A copy shall be sent to the Director of Courthouse Security for the Sheriff's Office for the purpose of coordinating security with CITY.

- (2) For all events in which COUNTY is not participating and the Courthouse Tract is being utilized, CITY, or CITY's designated management entity, at its sole expense, will be responsible for:
  - (a) The clean up of the Courthouse Tract following the event. CITY, or CITY's designated management entity, shall restore the Courthouse Tract to the physical state of the Tract prior to the event by the earlier of: the opening of the COUNTY Courthouse the next COUNTY business day or the next COUNTY event utilizing the Courthouse Tract.
  - (b) The provision of adequate security to insure that COUNTY property is not damaged or destroyed and that event attendees do not climb on any part of a COUNTY building or on any monument, fountain, light fixture, or other structure located on the Courthouse Tract.
  - (c) Insuring that an event or activity held at a time in which COUNTY is conducting public business does not interfere with public access/egress through the normally opened COUNTY entrances and noise levels do not interfere with COUNTY functions or COUNTY business.
- (3) For all events in which COUNTY is participating and the Courthouse Tract is being utilized:
  - (a) COUNTY may elect to provide security for the Courthouse Tract or have CITY, or its designated management entity, provide security for the Courthouse Tract. COUNTY will reimburse CITY, or CITY's designated management entity, for the cost of providing security for the Courthouse Tract.

- (b) COUNTY will clean up the Courthouse Tract following an event in which COUNTY is participating.
- (4) For all events in which the COUNTY is not participating and the Courthouse Tract is not being utilized CITY, or CITY's designated management entity, shall submit a written notice to COUNTY's designated representative a minimum of ten (10) business days prior to an event advising COUNTY of the sponsor of the event as well as the date and the time of the event. COUNTY will be responsible for securing the Courthouse Tract through fencing and/or security personnel.
- (5) For all events scheduled for Main Plaza, regardless of COUNTY participation, COUNTY, at its sole expense, may fence any monument, fountain, or other structure COUNTY determines may be damaged by event attendees.

1.02 Article X is hereby deleted in its entirety and replaced with the following:

**ARTICLE X.**  
**MANAGEMENT**

- 10.01 The Management Phase described in 2.01 of this Agreement shall commence upon issuance of the Notice to Proceed of Construction Phase 2 of this Project. CITY and COUNTY shall separately, but cooperatively, work to maintain the lands owned by the respective Parties located within the Main Plaza Redevelopment Project to include facility maintenance and landscaping maintenance at the standard of care to be established by the Parties. The Director of the Downtown Operations Department, or CITY's designated management entity, shall be responsible for full-time management of the Project and shall act as contract administrator for all contracts affecting the Project during Construction Phases 1 and 2. The Parties agree that the commencement of the Management Phase, as set forth in this Section 10.01, does not modify the schedule of the COUNTY's payment of invoices submitted by CITY under Section 3.03 or modify the schedule for CITY's conveyance of the Courthouse Tract to COUNTY under Section 4.01.
- 10.02 CITY may recommend to its designated management entity that a private entity be retained to manage the CITY's property included in the Main Plaza Redevelopment Project and to schedule events and activities on both CITY's property and COUNTY's Courthouse Tract following completion of construction of the Project. Any entity which is recommended to manage the Project must be approved by the City Manager, or her designee.

10.03 The Director of Downtown Operations or private entity retained by CITY shall work with representatives of the San Fernando Cathedral to develop a parking plan for events and activities conducted during normal workday business hours at the Cathedral, such as weddings and funerals. The parking plan will address the scheduling of events and activities at the Cathedral as well as determine alternate locations for parking vehicles during the events and activities to eliminate vehicular lineups along Dolorosa Street and Main Avenue during normal workday business hours.

**ARTICLE II**  
**OTHER TERMS AND CONDITIONS**

2.01 Except as modified herein, all other terms and conditions of the Interlocal Agreement for the Redevelopment of Main Plaza dated effective February 20, 2007, between the Parties shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**CITY OF SAN ANTONIO, TEXAS**

**COUNTY OF BEXAR**

By:

By:

\_\_\_\_\_  
SHERYL L. SCULLEY  
City Manager

\_\_\_\_\_  
NELSON W. WOLFF  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
LETICIA VACEK  
City Clerk

\_\_\_\_\_  
GERARD RICKHOFF  
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
MICHAEL D. BERNARD  
City Attorney

SUSAN D. REED  
Criminal District Attorney  
Bexar County, Texas

By:

\_\_\_\_\_  
PATRICIA G. PROWSE  
Assistant Criminal District Attorney  
Civil Section

APPROVED AS TO FINANCIAL  
CONTENT:

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TOMMY J. TOMPKINS  
County Auditor

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DAVID SMITH  
Executive Director/Budget Officer  
Planning & Resource Management Department