

**FIRST AMENDMENT TO  
FIESTA® SAN ANTONIO COMMISSION, INC. CONTRACT**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This First Amendment to Contract (hereinafter referred to as "First Amendment") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "City"), a Texas municipal corporation, acting by and through its City Manager, pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_, and FIESTA® SAN ANTONIO COMMISSION, INC. (hereinafter referred to as "Commission"), a Texas non-profit organization, acting by and through its Chief Executive Officer, hereto duly authorized (collectively the "Parties").

**WHEREAS**, San Antonio's annual Fiesta® San Antonio celebration (hereinafter referred to as Fiesta®), through the dedicated efforts of many civic-minded persons and nonprofit organizations, has achieved statewide, national and international recognition as one of the outstanding festival events, unique in the world and has three times been named the best festival by the Texas Festivals and Events Association; and

**WHEREAS**, the City Council of the City of San Antonio recognizes the importance of Fiesta® San Antonio as an integral part of the tradition and culture of this City and as an effective means of drawing attention to the historical, cultural and recreational attractions of this City, thereby enhancing the growth of tourism and convention activities in the City; and consequently desires to support the continuation and growth of Fiesta® San Antonio; and

**WHEREAS**, the Commission is a nonprofit corporation existing for the purpose of supporting Fiesta® San Antonio by raising funds for the financial support of Fiesta® activities, allocating such funds among nonprofit, civic and patriotic organizations that sponsor official Fiesta® events, and planning, developing and coordinating the events and activities of Fiesta® to present a celebration that is full, diverse, enjoyable, educational and attractive to the public; and

**WHEREAS**, on February 21, 2008, pursuant to Ordinance No. 2008-02-21-0125, the City and Commission executed a contract (the "Contract") which authorized the Commission to administer, coordinate and oversee Fiesta® for a ten-year period (2009-2018), which the Parties now desire to amend.

**NOW THEREFORE**, the Parties hereto desire to amend the terms of the Contract and execute this First Amendment.

1. Section 4.01, Dates of Fiesta, shall be amended by deleting the dates for Fiesta® 2014 and inserting:

"April 10<sup>th</sup> through 27<sup>th</sup>, 2014."

2. Section 5.02(d), RFP, shall be amended as follows:

"(d) the carnival concession shall be awarded for no more than a seven (7) year period;"

3. A new Section 11.03 shall be added:

11.03 Commission agrees to require Fiesta Carnival & Parade Route Concession licensee to provide guaranteed payment of no less than \$550,000.00 annually, which shall result in Commission's annual payment to City of no less than \$50,000.00 annually per Section 11.01.

4. A new section XXVIX, Green Initiatives, shall be added:

#### "XXVIX GREEN INITIATIVES

29.01 All events sponsored by the Commission and its participating member organizations (PMOs) operating on public property owned by the City shall use best efforts to improve recycling of solid waste generated and green initiatives at each event. As a guide, the Commission and its PMOs may review the Green Events Planning Guide and attempt to incorporate when possible such guidelines into their events. Such efforts shall include:

- a. Recycling containers shall be appropriate size and number for anticipated recyclables generated at the event.
- b. Recycling collection service shall be convenient to the event goers and recycling containers shall be placed as close as possible to garbage containers.
- c. Clear and visible signage shall be placed on both garbage and recycling containers.
- d. All recyclable materials deposited into the recycling containers must be delivered to a certified recycling materials facility to be processed and NOT landfilled for disposal.
- e. As a goal, provide both garbage and recycling collection service, where it is not a threat to health and safety, in a 1:1 ratio of services for garbage and recycling collection services."

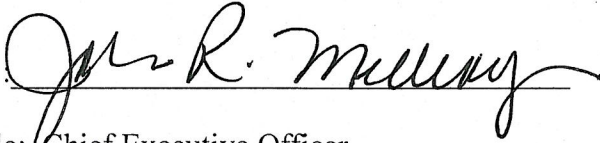
The Contract, as amended by this First Amendment, will continue in full force and effect and is hereby ratified by the Commission and City. All defined and capitalized terms as set forth in the Contract shall have the same meanings when used in this First Amendment unless otherwise provided herein. Nothing in this First Amendment modifies any of the provisions of the Contract, except as expressly provided in this First Amendment. This First Amendment embodies the entire agreement and understanding between the Commission and City as may be applicable with respect to the specific matters set forth herein, and supersedes all prior agreements and understanding, written or oral, between the Commission and City related to such matters.

EXECUTED this the \_\_\_ day of \_\_\_\_\_, 2013 in multiple originals, each with full force and effect.

**CITY OF SAN ANTONIO**

**FIESTA® SAN ANTONIO COMMISSION, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title:

Title: Chief Executive Officer

**APPROVED AS TO FORM:**

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