

**AMENDMENT TEN
TO AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND SAN ANTONIO BIKE SHARE
FOR BIKE SHARE/RENTAL AND BIKE TOURS PROGRAM**

The City of San Antonio, a Texas Municipal Corporation ("CITY") presently contracts with San Antonio Bike Share ("BIKE SHARE"), for services for the Bike Share/Rental and Bike Tours Program, pursuant to an Agreement ("AGREEMENT") approved by City Council June 17, 2010, through City Council Ordinance No. 2010-06-17-0563, for an amount not to exceed \$841,579.00.

On June 23, 2011, Ordinance No. 2011-06-23-0583 approved Amendment One which included an increase of an additional \$403,522.00 in grant funds. Amendment Two was approved by Ordinance No. 2012-01-19-0033 which included an increase of \$15,645.00 in grant funds. Amendment Three was approved by Ordinance No. 2012-06-14-0434 and included an increase of \$27,000.00 in grant funds. Amendment Four, authorized by Ordinance No. 2011-05-05-0349, included an increase of up to \$324,000.00 in grant funds. Amendment Five, authorized by Ordinance No. 2012-12-06-0930 and signed January 15, 2013, added an additional \$1,050,000.00 in grant funds. Amendment Six authorized by Ordinance No. 2012-09-20-0738 included an increase of up to \$295,774.00 in grant funds for a current total compensation amount not to exceed \$2,957,520.00. Amendment Seven, authorized by Ordinance 2013-12-05-0874, extended the term of the Agreement for two years to December 31, 2015; authorized an increase of up to \$934,779.00 in funds from the TxDOT TEP Grant and an amount up to \$233,695.00 from the COSA Energy Efficiency Fund, for an additional compensation amount not to exceed \$1,168,474.00; and modified various administrative requirements in the Agreement. Amendment Eight, approved in the midyear budget adjustment Ordinance 2015-05-14-0414, provided additional direct funding in the amount of \$23,983.00 for operations and personnel, in-kind support of \$97,517.00 to fund an executive director for one year and to help develop a business plan, and adjustments to the governance and organization structure of Bike Share, for a current total compensation amount not to exceed \$4,247,494.00. Amendment Nine, authorized by Ordinance 2015-09-10-0754, provided Bike Share an additional amount of \$35,308.00 in direct operational support as a part of the approved FY2016 City Budget and established a fundraising challenge match program.

This AMENDMENT TEN is entered into by and between the CITY, acting by and through its designated representative, and BIKE SHARE. The undersigned hereby agree to amend said AGREEMENT, as previously amended, as follows:

1. **Page 3, Term of Performance and Termination Date**, is amended by replacing the current language with ~~strikethroughs~~ and adding the underlined language:

Term of Performance and Termination Date: The term of this AGREEMENT is amended and shall be for one year beginning January 1, 2018. The one year term shall renew automatically every year for subsequent one year terms. Either party may terminate this AGREEMENT by providing written notice to the other party, provided however the termination shall take effect no sooner than 180 calendar days after written notice is received. The initial term of this agreement is for three and one-half (3.5) years. With City Council approval, the City may renew the agreement for two (2) additional years, to December 31, 2015, prior to the termination date and, at the City's sole option, may then extend the agreement for two additional one year periods, upon notice to Contractor and with no further City Council action. It is the intention of the parties that the Bike Share Program shall continue after the term of this agreement, with no further obligation for funding by the City; therefore, subject to further future agreement with the City, Contractor may be entitled to continue use of the kiosk and hub locations to continue the Program irrespective of the termination of this Agreement. The three and one-half year

~~initial term of this Agreement shall commence on or about June 18, 201 and shall terminate on or about December 31, 2013. Contractor will implement and operate the Bike Share Program for the entire term of the agreement, including any renewals and extensions.~~

- 2. Page 3, Scope of Services, is amended by adding the underlined language as sixth paragraph after the fifth paragraph listed below (in bold) (on page 4):

* * * *

When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the City.

Bike Share shall be the exclusive provider of the docked bike share system for City.

- 3. This AMENDMENT TEN to the AGREEMENT shall not prejudice any present or future rights, remedies, benefits, or powers belonging to or accruing to CITY and/or "BIKE SHARE" under the terms of the AGREEMENT herein amended.
- 4. Except as provided otherwise herein, the AGREEMENT shall remain unaffected, unchanged, and unimpaired by reason of the foregoing AMENDMENT TEN.

AMENDMENT AGREED TO this _____ of _____, 2018.

CITY OF SAN ANTONIO, A TEXAS
MUNICIPAL CORPORATION

SAN ANTONIO BIKE SHARE

By _____

By 

Title

EXECUTIVE DIRECTOR
Title

ATTEST
City Clerk

APPROVED AS TO FORM
City Attorney
