

**EXTENSION TO OPERATING CONTRACT
BY AND BETWEEN**

_____ AND THE CITY OF SAN ANTONIO, TEXAS

This contract is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation ("CITY"), and _____ ("TNC"), a _____ corporation.

I. TERM

- 1.1 This contract shall commence upon execution and the expiration of nine months from the date TNC first began to operate pursuant to a contract executed with CITY pursuant to Ordinance No. 2015-008-13-0684. This contract shall terminate on October 31, 2016, or upon the expiration of the final thirty day extension by the City Manager.

II. CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN EFFECT

- 2.1 The terms and conditions of the original contract between TNC and City pursuant to Ordinance No. 2015-08-13-0864 shall be incorporated herein for all purposes, and shall remain in full force and effect during the term of this extension to the original contract, save and except for:
- a. Operating Fee, Section 4.1, is hereby amended, and during the term of this extension to the original contract TNC must pay a fee of \$2,080 for each month or part thereof, TNC continues to operate pursuant to this extension to the original contract, with the fee to be paid on or before the fifth day of each month of operation.
- b. Town Hall, Section 5J.1, is not applicable, because no town hall meetings will be organized by the City during this extension to the original contract.

CITY

TNC

Assistant Police Director
San Antonio Police Department
315 S. Santa Rosa
San Antonio, Texas 78207

III. LAW APPLICABLE

- 15.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

- 15.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS CONTRACT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

IV. LEGAL AUTHORITY

- 16.1 The signer of this contract for TNC represents, warrants, assures, and guarantees that he has full legal authority to execute this contract on behalf of TNC and to bind TNC to all of the terms, conditions, provisions, and obligations herein contained.

V. PARTIES BOUND

- 17.1 This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided for herein.

VI. CAPTIONS

- 18.1 The captions contained in this contract are for convenience of reference only and in no way limit or enlarge the terms and/or conditions of this contract.

EXECUTED IN DUPLICATE ORIGINALS on _____, 2016.

CITY OF SAN ANTONIO

Sheryl Sculley.
City Manager

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney