

AN ORDINANCE **2016-06-30-0529**

**EXTENDING THE EXPIRATION DATES OF TEMPORARY
OPERATING AGREEMENTS WITH LYFT, UBER AND GET
ME UNTIL OCTOBER 31, 2016, AND AUTHORIZING THE
CITY MANAGER TO FURTHER EXTEND THE EXPIRATION
DATES THREE ADDITIONAL TIMES, FOR A PERIOD OF
THIRTY DAYS FOR EACH ADDITIONAL EXTENSION.**

* * * * *

WHEREAS, on August 13, 2015, City Council passed and approved Ordinance No. 2015-08-13-0684, which authorized the City Manager to enter into temporary operating agreements with Lyft, and individual Transportation Network Companies, for a period of nine months; and

WHEREAS, Uber entered into a temporary operating agreement which expires on July 13, 2016; Lyft entered into a temporary operating agreement which expires on September 3, 2016; and Get Me entered into a temporary operating agreement which expires on October 14, 2016; and

WHEREAS, Uber, Lyft and Get Me have been operating successfully, in compliance with the terms of their temporary operating agreements during their nine month evaluation periods; and

WHEREAS, further evaluation will assist the City in determining the appropriate level of regulation of TNCs; and

WHEREAS, having all the temporary operating agreements expire at the same time will assist the City in revising the regulations under which TNCs operate; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, is authorized to execute an extension to the operating agreements with Uber, Lyft and Get Me. A blank copy of the agreement the City Manager, or her designee, is authorized to execute with Uber, Lyft and Get Me is attached hereto and incorporated herein for all purposes as **Attachment I**. The terms and conditions set forth in these agreements are hereby approved. The City Manager is authorized by this ordinance to further extend the term of these temporary operating agreements, without any further action by City Council, three additional times, for a period of thirty days for each additional extension.

SECTION 2. Uber, Lyft and Get me must pay a fee of \$2,080 for each month or part thereof, each TNC continues to operate following the expiration of nine months after the TNC began operations under the TNC's temporary operating agreement.

SECTION 3. All other terms, conditions, covenants and provisions of the original temporary operating agreements not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said original agreement, and any extensions thereof.

SECTION 4. Enforcement of the provisions in the City Code of San Antonio, Texas, Chapter 33, and Chapter 3, Division 4, and the rules and regulations developed pursuant to that chapter, shall be suspended against a TNC that enters into an agreement with the City of San Antonio during the term of the agreement, and any extensions thereto.

SECTION 5. Funds generated by this ordinance from TNC operating permit fees will be deposited into Fund 11001000, Internal Order 217000000009 and General Ledger 4202300.

SECTION 6. 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.

SECTION 7. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 30th day of June, 2016.



M A Y O R

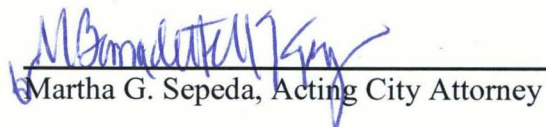
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda, Acting City Attorney

Agenda Item:	38						
Date:	06/30/2016						
Time:	01:49:03 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance extending the Transportation Network Company Agreements with Uber, Lyft and Get Me under Ordinance No. 2015-08-13-0864 until October 31, 2016. [Erik Walsh, Deputy City Manager; William McManus, Chief of Police]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

Attachment I

**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.

Attachment I

- 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