

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL,  
SIGNED ORDINANCE OR RESOLUTION ADOPTED BY CITY  
COUNCIL.**

**AN ORDINANCE**

**AUTHORIZING A CONCESSIONAIRE CONTRACT WITH  
SOVEREIGN SERVICES OF HOUSTON FOR VALET  
SERVICES IN THE DOWNTOWN AREA.**

\* \* \* \* \*

**WHEREAS**, In an effort to expand parking options for visitors to our downtown, the City advertised a Request for Proposals (RFP) to seek interested parties in providing a parking valet service in downtown San Antonio; and

**WHEREAS**, city staff, after an evaluation process, recommends Sovereign Services of Houston to provide parking valet service in the downtown area; and

**WHEREAS**, Sovereign Services of Houston has agreed to provide multiple drop off points and a return service at the customer's specified location; will utilizing innovative technology; will accept electronic payment and monitor the process from vehicle drop-off to pick-up, ensuring security and transparency for the customer; **NOW THEREFORE**,

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

**SECTION 1.** The City Manager and her designee, severally, are authorized and directed on behalf of the City to execute and deliver to Sovereign Services of Houston a contract for valet services substantially in the form of **Attachment I**, which is incorporated by reference for all purposes as if fully set forth. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

**SECTION 2.** Funds generated by this ordinance will be deposited into Fund 53001000, Internal Order 219000000129 and General Ledger 4403110.

**SECTION 3.** 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 4.** This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

M A Y O R  
Ivy R. Taylor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leticia M. Vacek, City Clerk

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

**Attachment I**

**VALET PARKING SERVICES CONCESSIONAIRE  
CONTRACT**

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through John Jacks, and the designee of the City Manager and Interim Director of the Center City Development and Operations Department (“Director”) and Sovereign Services of Houston by and through its Vice President, Chris Rockwell (“Contractor”), both of which may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**DEFINITIONS** - As used in this Agreement, the following terms shall have meanings as set out below:

“Approved Area” is defined as the areas approved for Contractor use, and defined and shown in **Exhibit A**.

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Contractor” is defined in the preamble of this Agreement and includes its successors.

“Director” shall mean the director of City’s Center City Development and Operations Department.

**ARTICLE 1.**

**TERM**

- 1.1 The term of this Contract shall be for one (1) year, with the Effective Date being December 1, 2016 and ending on November 30, 2017. The Parties may mutually agree to two (2), one (1) year renewals to extend the Contract to November 30, 2018, and November 30, 2019 respectively. Both parties understand and agree that operation and service shall begin no later than February 29, 2017.
- 1.2 Should Contractor holdover the Concession, or any part thereof, after the expiration or termination of the term of this contract, unless otherwise agreed in writing, such holding over shall constitute and be construed as a Contract from month to month only. The inclusion of the preceding sentence shall not be construed as City’s consent for the Contractor to holdover.

ARTICLE 2.  
PAYMENT TO CITY

2.1 Contractor shall pay to City a concession fee based on the percentages of Adjusted Gross Sales (“AGS” or “Adjusted Gross Sales”) indicated in this Article. Contractor shall pay the concession fee in monthly increments no later than the 15<sup>th</sup> day of the subsequent month. The payment must be accompanied by a report of monthly AGS in a form approved by City and containing information as directed by City.

2.2 CONCESSION FEE PERCENTAGES:

2.2.1 VALET AND OTHER SERVICES/PRODUCTS: Contractor agrees to pay to City a concession fee of 20% of its Adjusted Gross Sales on all services or products provided under this Contract.

This payment based on the percentage of AGS indicated above is based on AGS accumulated over a period of one (1) Contract Year. Beginning on the first (1<sup>st</sup>) day of each new Contract Year, the accumulation of AGS and the payment of specified percentage thereon shall begin anew.

2.3 Adjusted Gross Sales shall mean payments received, less sales tax, and credits for refunds, whether in cash or in kind, (subject to the provisions of Article 12) from sales of valet services, goods, or value added services/products provided under this agreement by Contractor. Services related to this Contract shall include: (1) any sales of valet services provided by Contractor from the approved locations in the Downtown Business District, as currently defined in the City Code, and adjacent City approved areas, which are owned, operated or controlled by Contractor or which are substantially branded or marketed as an operation of the Contractor under this contract; (3) catalogue, phone or Internet sales which are marketed by the Contractor for the Downtown Business District, as currently defined in the City Code, and adjacent City approved areas, which are owned, operated or controlled by Contractor under this contract.

The value of “in kind” payments shall be deemed to be the value of the goods or services provided by Contractor. If the goods or services are of the type for which a regulated fee has been established, then said fee shall be the value for such “in kind” payments.

City shall have no liability of any kind, including, but not limited to, loss of revenue or equipment incurred by Contractor as a result of natural disasters or by down time because of work related to San Antonio streets or any other improvements project(s), or by reason of other denial of use of the Approved Areas by operation of law or the orders of a court of competent jurisdiction.

ARTICLE 3.  
TRADEMARKS, DOMAIN NAMES AND IMAGES

- 3.1 Contractor shall retain exclusive ownership of any right title and interest in and to all worldwide trademarks, service marks, trade names, domain names, and trade dress (collectively referred to as the "MARKS") created by Contractor. City shall retain exclusive ownership of any right title and interest in and to all worldwide trademarks, service marks, trade names, domain names and trade dress (collectively referred to as the "MARKS") created by City. Any use by either party of the other party's Marks shall be prohibited without the prior written consent of the party owning Mark in question. The Director shall have authority to grant such requests for use on behalf of the City.
- 3.2 The City shall have the right, without payment to Contractor, to make use of images of the operator's equipment, other property, and personnel, with such personnel's agreement, for advertising, and other City purposes. The Contractor shall have the right, without payment to City, to make use of images of the kiosks and other City property, and personnel, with such personnel's agreement, for advertising the operations of the Concession.

ARTICLE 4.  
APPROVED AREA

- 4.1 Contractor shall have the right to operate valet service stations on those portions of city right-of-way or property as defined and shown on Exhibit A. The Approved Area designation herein in no way limits City's ability to use or license the Approved Area for purposes which do not interfere with Contractor's operations authorized hereunder. Contractor's use of the Approved Area is limited to those uses specifically authorized under this agreement. No sales of any kind shall take place on areas adjacent to the Approved Area, all of which shall be used by Contractor for no other purpose than passenger loading and unloading.
- 4.2 Valet service kiosk orientation shall be coordinated with and approved by the Director, whose decision as to acceptable placement shall be final. Contractor understands and agrees that City shall continue to operate various municipal functions and services in the Approved Area to accomplish municipal purposes.
- 4.3 Contractor understands and agrees that access in the Approved Area may be temporarily limited to accommodate construction or other City projects.

ARTICLE 5.  
ACCEPTANCE AND CONDITION OF CONCESSION AREA AND MARINAS

- 5.1 Contractor has had full opportunity to examine the Approved Area and agrees that no representations respecting the condition of the Approved Area and no promises to alter, repair or improve the Approved Area, either before or after the execution hereof, have been made by City or its agents to Contractor. Contractor's execution shall be conclusive evidence of Contractor's acceptance thereof in good order and satisfactory condition, and Contractor hereby accepts the Approved Area in its present condition, AS IS, WITH ALL FAULTS, as suitable for the purpose of conducting its operations hereunder. Contractor accepts the Approved Area with

the full knowledge, understanding, and agreement that City disclaims any warranty of suitability for Contractor's operations hereunder.

- 5.2 Contractor shall not construct, or allow to be constructed, any improvements or structures on the Approved Area, or any areas abutting the Approved Area where associated boarding of valet staff or vehicle passengers is to take place, regardless of whether owned by City, nor any other spaces in which it is allowed use under this Contract without the prior written approval of the City through the Director and any and all other necessary departments, boards or commissions of the City of San Antonio, including, the Historic and Design Review Commission (HDRC), if applicable.

#### ARTICLE 6. DOWNTOWN EVENTS

- 6.1 During City sponsored or associated events in the Downtown Business District ("Downtown Events") City may require Contractor to remove it locations or move its operations temporarily to alternate locations. City shall notify Contractor at least 24 hours prior to requiring removal or relocation due to any such event. In the case of an emergency, City may require immediate removal without notice. City sponsored or associated events and emergencies shall be determined according to the sole discretion of the Director.
- 6.2 Contractor understands and agrees that City may require Contractor to place a location at, and operate services for, the Henry B. Gonzalez Convention Center or other areas downtown. Contractor understands and agrees the location and service at the Henry B. Gonzalez Convention Center, or other downtown areas, upon the request of the Director.

#### ARTICLE 7. CONTRACTOR USE OF RIGHT OF WAY AND PARKING FACILITIES

- 7.1 During the term of this Contract, Contractor shall be assigned space at the areas indicated in the Approved Area for the purpose of operating and servicing Contractor's valet service. Space in the right of way for kiosk placement, as well as parking spaces in City owned parking lots and parking garages, shall be provided by City for Contractor's use, as outlined in **EXHIBIT B**. Contractor shall not be charged any additional fee for use of such spaces. Location of any spaces shall be determined by the Director in their sole discretion. Such locations or space may be relocated from time to time by Director.
- 7.2 Contractor has had full opportunity to examine the right of way, parking garages and parking lots ("Service and Parking Areas") and agrees that no representations respecting the condition of the Service and Parking Areas, and no promises to alter, repair or improve the marinas, either before or after the execution hereof, have been made by City or its agents to Contractor. Contractor's execution shall be conclusive evidence of Contractor's acceptance thereof in good order and satisfactory condition, and Contractor hereby accepts the Service and Parking Areas in their

present condition, AS IS, WITH ALL FAULTS, as suitable for the purpose of conducting its operations hereunder. Contractor accepts the Service and Parking Areas with the full knowledge, understanding, and agreement that City disclaims any warranty of suitability for Contractor's operations hereunder.

- 7.3 Contractor shall be responsible for any damage or loss of any City-owned equipment and facilities in the Service and Parking Areas caused by Contractor's employees, assignees, or agents.
- 7.4 City will continue to enforce rules and regulations related to Parking Areas and facilities. Contractor shall have no authority to enforce municipal ordinances or regulations. Should Contractor require enforcement in order to comply with this Contract, Contractor shall contact City and provide details regarding any problems or concerns Contractor encounters.

ARTICLE 8.  
EQUIPMENT, MOBILE APPLICATION AND FACILITIES

- 8.1 Contractor shall provide, at its sole cost and expense, all valet equipment, signage and/or furniture required for Contractor's operation hereunder.
- 8.2 Any supplies, materials and equipment not installed by City in the Service and Parking Areas but needed to maintain, service and repair any watercraft necessary for the operation of the concession shall be provided by Contractor at Contractor's sole cost and expense. Any such installations shall be at the Sole discretion and approval of the Director, but such approval shall not be unreasonably withheld.
- 8.3 Contractor's ticketing system or cash management system shall be of the first class and consistent with operating a premier valet service in North America and shall, at a minimum, allow the monitoring of the number of tickets used as well as allow the reconciliation of daily receipts and track daily sales.
- 8.4 Subject to Section 8.6, Contractor shall provide an app that can be downloaded into a smart device for usage by the public. The public should be able to download the APP at no cost to the user. Selected Contractor shall also provide alternative payment methods to users that are not able to pay by APP or smart phone device. Payment methods should include credit cards and cash options.
- 8.5 Contractor shall utilize a credit card processing system capable of processing credit card purchases in less than 20 seconds.
- 8.6 Contractor agrees to develop, support and maintain a mobile application in support of the services provided under this agreement. This shall be at no additional cost to the City. This application shall be available for the Android and Apple operating systems and shall be updated and maintained to stay compatible with use on these platforms. Contractor shall provide this application to the users of its service for the term of the agreement. Contractor shall pay all royalties and licensing fees. Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims

or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the application. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Contractor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

#### ARTICLE 9. UTILITIES AND GARBAGE

- 9.1 Contractor shall pay, at Contractor's sole cost and expense, all charges for communication services required for its operations at the Approved Area, and any other administrative or operational communications requirements.
- 9.2 Contractor shall provide all communications equipment, phone systems, computer equipment, software, and mobile phone applications for customer reservations, notifications, and credit card processing equipment. Electrical, telephone and network wiring will not exist at the curbside kiosks or vehicle storage areas. Contractor shall be responsible for such facilities for their needs at their sole expense.
- 9.3 All costs of utilities related to performing under this agreement shall be at Contractor's sole cost and expense. Garbage from the valet stations shall be bagged and disposed of daily at Contractor's expense.
- 9.4 All costs of collection and/or disposal of Contractor-generated garbage and refuse at the valet stations shall be borne by Contractor. If Contractor and the Director mutually agree that City hauling of Contractor-generated garbage and refuse from the valet stations is more convenient and effective, such arrangement may be made, provided, however, that Contractor shall reimburse City for such hauling service at a rate mutually agreed upon by Contractor and the Director.

#### ARTICLE 10. VALET STATIONS AND LOADING AREAS

10.1 Contractor shall not operate or maintain any valet station, kiosk, or pick up location in such a manner as to disrupt or interfere with traffic, or cause any unsafe conditions within the right of way or adjacent property. City may alter or remove any station, kiosk, sign or other object the Director, in his sole discretion, believes disrupts or interferes with traffic, or causes any unsafe conditions within the right of way or adjacent property.

#### ARTICLE 11. VALET PRICES AND FEES

11.1 Contractor shall charge \$12 per ticket for valet service. Contractor may amend the price per ticket as necessary provided such amendment is pre-approved by the Director in writing and within a minimum of \$5.00 up to a maximum of \$25.00. Value added services may be determined by Contractor.



11.2 Contractor is solely responsible for the timely payment of all appropriate taxes, license and permit fees that may be levied by City, County, State, Federal governments or agencies thereof. Contractor is solely responsible for the prompt payments of any citations or other fees incurred during their operations.

ARTICLE 12.  
SERVICES PROVIDED AND OPERATING STANDARD

12.1 Contractor shall provide world-class parking valet services for customers in the San Antonio area.

12.2 Contractor may, with Director approval, provide value-added services such as car washes/details, oil changes, fluid fills, state inspections and transfer of vehicle to a nearby dealership for repair/maintenance.

If Contractor is approved to provide value-added services (with or without additional charge to Valet parking guests), then any required modification(s) to City or Contractor property shall be the responsibility of Contractor. Contractor must obtain all necessary approvals or permits prior to any modifications.

ARTICLE 13.  
MINIMUM HOURS OF OPERATION

13.1 Contractor shall, at a minimum, be operating the approved valet stations during the following times:

5pm-2:30am, Thursday-Saturday

These minimum times may be amended by the Director in writing upon notifying Contractor.

Additional times outside of the minimum shall be agreed to in writing by the Director and Contractor.

ARTICLE 14.  
STYLING, APPEARANCE, SPECIFICATIONS AND DISABILITY ACCESS

14.1 Kiosks:

a. The kiosk shall be attractive and shall not conflict with ADA or pedestrian usage of the sidewalk.

b. Signage shall be placed on or close to the kiosk, which provides the name of the concessionaire and the rates of the service. City shall approve the signage and its location before it goes into production or is installed.

c. The kiosk shall be staffed with sufficient personnel to greet customers dropping off their cars and assist customers picking up their vehicles.

d. The kiosk shall have the appropriate administrative, communications and support facilities to provide the curbside valet customer a receipt for their vehicle and enable processing of the customer's payment and recovery of their vehicle.

e. Contractor shall be responsible for the maintenance, repairs and cleaning of the kiosk and surrounding area.

#### 14.2 Valet Runners:

a. Contractor shall be responsible for providing transportation for the valet runners between the curbside kiosk and vehicle storage area.

b. City may provide break rooms for Contractor use. Break rooms are available for use of the employees of the selected Contractor provided Contractor agrees to follow rules and regulations for such use provided by City.

14.3 City reserves the right to make or require such changes to the appearance and design of the kiosks, storage areas, or valet uniforms as deemed necessary or appropriate by City.

### ARTICLE 15. INTELLECTUAL PROPERTY

Contractor agrees to abide by the following regarding intellectual property rights:

Contractor shall pay all royalties and licensing fees. Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Contractor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Contractor will immediately:

Either: obtain, at Contractor's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and

hardware, as the case may be, or, alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Contractor further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement, assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Contractor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Contractor agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City, the Software or the equipment is used by the City in the form, state, or condition as delivered by Contractor or as modified without the permission of Contractor, so long as such modification is not the source of the infringement claim, the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Contractor with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Contractor assumes responsibility under this section.

#### ARTICLE 16. STAFFING

16.1 Contractor shall employ, train, schedule and assign management and supervisory personnel to

sufficiently and competently perform daily management, supervision, record-keeping and customer service duties associated with the efficient and effective operation of the services to be provided under the this agreement. All such persons will be selected and assigned based on the highest level of competency, honesty, and courteous service available to the Selected Contractor through diligent recruiting, selection, and training.

16.2 There shall be at least one employee designated as a supervisor on duty at all times.

16.3 All personnel employed by the selected Contractor to provide services under this Agreement shall be fully

qualified and licensed under applicable federal, state and local laws to perform such services.

16.4. Contractor shall remove from its employment, in the performance of the Agreement, any employee who, in the reasonable opinion of the Director, engages in improper conduct, is not qualified or is not licensed to perform the required services.

16.5 All employees of Contractor shall present a professional, positive, and courteous attitude.

Contractor shall ensure that employees:

- a. Provide a friendly and professional greeting to all customers whenever and wherever they make contact.
- b. Display a positive attitude towards customers and fellow employees.
- c. Remain calm when encountering an upset customer, listen carefully and show empathy to the problem.
- d. Never use foul or inappropriate language at any time when on duty.
- e. Do not eating or smoking at the workplace in view of customers.
- f. Present a clean, well-groomed, and neat professional appearance.
- g. Do not nap or sleep while on duty.
- h. Are bonded against theft, embezzlement and other losses of customer vehicles and personal property.
- i. Maintain a valid Texas State Driver's License appropriate for the types of vehicles being driven.
- j. Have no outstanding warrants.
- k. Have never been charged with and/or convicted of Driving Under the Influence or Driving While Intoxicated
- l. Are familiar with the duties and responsibilities of selected Contractor under the Concession Agreement.
- m. Be alert, attentive, and responsive while on duty.
- n. Do not commit any act, which may bring discredit upon the City of San Antonio.
- o. Obey all traffic laws, rules and regulations at all times.

p. All supervisory personnel shall be known to the employees and conduct frequent inspections to ensure that posts, stations, and work areas are properly staffed with qualified employees and areas are kept clean.

16.6. Contractor shall provide monthly customer service training that reminds staff of the importance of courtesy and trains them to deal with difficult customer situations. Contractor shall provide documentation upon request by City verifying the monthly training.

#### ARTICLE 17. SIGNS AND ADVERTISING

17.1 All signs to be erected by Contractor within or abutting the Approved Area shall be approved in writing by City prior to installation. No advertising, signs, posters, or display advertising shall be permitted without City's written approval.

#### ARTICLE 18. INSURANCE

Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Center City Development Office, which shall be clearly labeled "Valet Parking Services Concessionaire" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Center City Development & Operations Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

A Contractor's financial integrity is of interest to City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of

Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. <u>Workers' Compensation</u>	<u>Statutory</u>
2. <u>Employers' Liability</u>	<u>\$1,000,000/\$1,000,000/\$1,000,000</u>
3. <u>Commercial General Liability Insurance to include coverage for the following:</u> a. <u>Premises/Operations</u> b. <u>Products/Completed Operations</u> c. <u>Personal/Advertising Injury</u>	<u>For Bodily Injury and Property Damage of \$5,000,000 per occurrence;</u> <u>\$5,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</u>
4. <u>Business Automobile Liability*</u> a. <u>Owned/leased vehicles</u> b. <u>Non-owned vehicles</u> c. <u>Hired Vehicles</u>	<u>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</u>
5. <u>Garage Keepers Liability Insurance-provided on a direct primary basis</u>	<u>Damage to vehicles \$500,000</u>

Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that name Contractor and City as additional insureds. Contractor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Center City Development Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal, or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Contractor and any subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE 19.  
INDEMNITY

**Contractor covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor' activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, Contractor or subcontractor of Contractor, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, it's officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE City UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall advise the City in writing within 24 hours of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at Contractor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. RESPONDENT shall retain City approved defense counsel within seven (7) business days of City'S written notice that City is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly



employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

ARTICLE 20.  
CITY'S EMERGENCY RIGHTS IN THE EVENT  
OF SERVICE INTERRUPTION

20.1 Contractor understands the imperative of providing uninterrupted service required by this Contract throughout the term of this Contract. Therefore, should Contractor cease operations for a period of five (5) consecutive days for any reason other than those approved by City, City shall deem such interruption an emergency and shall, in addition to its recourses provided in other articles of this agreement, have, at City's sole discretion, the option to implement the following self help actions:

- A. Immediate managerial and operational control of the valet stations/kiosks and associated equipment, supplies and materials and the operation thereof in order to provide valet service. During such operations by City, City shall retain all revenue generated by such operations.
- B. The provisions of this section shall be enforceable by a court order of specific performance. Contractor waives its right to object to an injunction to specifically enforce this use of the barges or for the necessity on the part of City to prove irreparable harm or to post a bond in any such action.
- C. Contractor hereby waives any objection to City seeking out and employing Contractor's employees in an effort to continue uninterrupted service. Contractor shall make no claim against City for contractual interference caused by this action.

ARTICLE 21.  
DEFAULT AND REMEDIES

21.1 In addition to the conditions of default cited above, the following events shall be deemed to be events of

default by Contractor under this Contract:

- A. Contractor shall fail to pay any installment of the required payments as provided herein and such failure shall continue for a period of ten (10) calendar days;
- B. Contractor fails to comply with any material term, provision or covenant of this Contract and, or after City having provided written notice of such failure, Contractor does not come into compliance within a reasonable time period to cure such non-compliance, not to exceed thirty (30) calendar days; or

- C. Contractor shall refuse to provide the services required under the Contract and, after having been given written notice to commence operations, Contractor fails to commence such operations within a reasonable period of time, not to exceed 3 calendar days.

21.2 Upon the occurrence of an event of default as heretofore provided and after compliance with the procedures set forth herein, City may, at its option, declare this Contract and all rights and interests created by it to be terminated. Upon City electing to terminate, this Contract shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. City, its agents, or attorney may resume possession of the Approved Area and space(s) in the parking garage, lot or right of way assigned to Contractor hereunder and may, if not earlier implemented, implement its emergency rights as provided in paragraph 21.1.

Any termination of this Contract shall not relieve Contractor from the payment of any sum or sums that shall then be due and payable to City hereunder, or any claim for damages previously accruing against Contractor hereunder, and any such sum or sums or claim for damages from Contractor for any default, and any such termination shall not prevent City from enforcing the payment of any such sum or sums or claim for damages from Contractor for any default. All rights, options, and remedies of City contained in this Contract shall be construed and held to be cumulative of the other, and not one of them shall be exclusive of the other. City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Contract. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this contract shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

Except in the event City exercises its emergency rights as provided in paragraph 20.1, Contractor shall have the right, within thirty (30) calendar days after the termination of this Contract, whether such termination be by the expiration of the term or an earlier termination under any provision of this Contract, to remove from the Approved Area all of its furniture, fixtures, equipment and furnishings and other property which are not the property of City and have not become the property of City as herein provided or by attachment to the valet stations or kiosks, and passenger loading locations, with respect to any damage caused thereby, Contractor shall have the obligation to restore the to the Approved Area, valet stations or kiosks, and passenger loading locations to their condition prior to such removal, and, provided that if any of Contractor's property remains in or on the Approved Areas after thirty (30) calendar days following termination of this Contract and no renewal agreement has been executed, such property so remaining shall be deemed to have become the property of City and may be disposed of as City sees fit, without liability to account to Contractor for

the proceeds for any sale thereof. No prior notice to sell property at public private sale need be given to Contractor, unless required by law.

Upon such expiration or termination of this Contract, Contractor agrees to quit and peacefully surrender this Contracted Premises; and, City, upon or at any time after such expiration or termination, may, without further notice, enter and re-enter the Contracted Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Contractor and remove Contractor and all other persons and property from the Approved Areas.

If City elects not to terminate this Contract or elects not to exercise its emergency rights under paragraph 21.1, City, its agent or attorney may take possession of the Contracted Premises assigned to Contractor and relet the same for the remainder of the term at the best commission City, its agent or attorney may obtain for the account of Contractor, who shall make good any deficiency.

## ARTICLE 22.

### RECORDS, REPORTS AND AUDITS

- 22.1 During the term of this Contract, Contractor shall maintain, in accordance with generally accepted accounting principles, full, complete and accurate permanent reports and accounts of all sums of money paid or payable to Contractor for or on account or arising out of the business transaction authorized hereunder for each day of the term of this Contract.
- 22.2 Contractor shall furnish such financial reports, relating to Adjusted Gross Revenue, as may be reasonably requested by the Director.
- 22.3 Contractor shall furnish to the Director a monthly report of Adjusted Gross Sales generated during each month of each Contract Year. Said report shall be due not later than the tenth (10) day of each month of this Contract.
- 22.3.1 Contractor further agrees to furnish to the Director a monthly inventory reconciliation report that outlines all ticket stock purchases (ticket stock shall be pre-numbered), ticket stock sold, collected, consigned, voided, returned, wasted, tickets used for training, credit card stubs and tickets used for any other purpose. All supporting documentation for each such report shall be maintained by Contractor in accordance with section 28.4 hereof. Contractor agrees that its procedures for collecting and accounting for the above required information are subject to review by Director, and Contractor further agrees to make reasonable changes to such procedures as Director deems necessary for an adequate reconciliation. Said inventory reconciliation report shall be due not later than the tenth (10<sup>th</sup>) day of each calendar month of this Contract.

Notwithstanding anything contained herein to the contrary, the parties agree to use their best efforts to agree upon systems to achieve necessary record keeping

and reasonable reconciliations while recognizing that, despite such efforts, thefts or other unintended disappearances may occur and, due to the nature of the operations of the Concession Contract, exact reconciliation of ticket stubs and AGS may not occur.

22.4 Contractor shall annually engage an independent Certified Public Accountant (CPA) to perform procedures, agreed-upon with Director, to analyze and assess the accuracy of Contractor's Adjusted Gross Sales related to the accordance with the Statements on Standards for Attestation Engagements, as well as any other standards as they may apply. The independent CPA shall furnish, within ninety (90) calendar days of the analysis, the written report on agreed-upon procedures to the Director, Center City Development and Operations Department, P.O. Box 839966, San Antonio, TX 78283-3966. The Independent CPA must state in his report an opinion whether the River Walk Capital Improvement Fees and Adjusted Gross Sales as defined within the Contract and the amounts paid to the City during the preceding year of the agreement, were made in accordance with the applicable terms of the agreement and are accurately stated. In the event the report shows that there has been a deficiency in the adjusted gross sales reported to the City or the payments due to City, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payment should have been made. In the event that the report shows an overpayment to the City, Contractor shall be entitled to a credit against future payments. Contractor shall retain records for this Contract for seven (7) years after the end of each operating year in question, but in no event longer than two (2) years after the expiration date of this Contract.

22.5 Right to Audit. City Reserves the right to audit Contractor's and its subcontractors' books and records which the City determines relevant to this agreement for the purpose of determining the accuracy of the reported Adjusted Gross Sales and Contractor's and its subcontractor's compliance with this agreement. Contractor shall maintain its books and records in sufficient detail to allow determination of sales revenue and taxes related to each category of revenue and the applicable percent pertaining to each category. Any refunds, allowances, or adjustments shall be documented and maintained for review. City, if it elects, has the right to require that any or all such books and records be submitted for audit to the City or to a Certified Public Accountant selected by City, or any other City designee. If it shall be determined, as a result of such audit, that there has been a deficiency in the Adjusted Gross Sales reported to the City or the payments due to City, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In addition, if gross revenues or payment have been understated by more than two percent (2%) of the gross revenues reported to the City during the previous reporting period, then the entire expense of the audit shall be borne by the contractor; otherwise, the cost such audit shall be borne by the City.

Contractor may dispute the findings of audits performed under 28.5 within thirty (30) calendar days of receiving results of said audit, by submitting such additional

information as may be required to correct the auditor's report. If upon examination of additional information by the Director the Director determines that;

- A) such report reflects that a refund is owed to Contractor, the Contractor shall be entitled a credit against future concession fee payments; or
- B) such report reflects that monies are owed to City by Contractor from unreported Gross Receipts, then Contractor shall pay such monies to the City, together with interest to not exceed the maximum legal rate under applicable law from date when such payment should have been made until the date payment is received by City, within thirty (30) calendar days thereafter.

22.6 Revenue Control. No later than thirty (30) calendar days prior to commencement of operations, Contractor shall provide City with written documentation of proposed revenue control system related to the agreement, including examples of reports, journals, ledgers, forms, etc. Thereafter, at the end of each year during the term of the agreement, Contractor shall provide the City updated documentation of its revenue control system. The City may require, no more than three (3) times during the term of the agreement, that Contractor engage an independent CPA to report on the effectiveness of Contractor's revenue control system.

#### ARTICLE 23

#### COMPLIANCE WITH APPLICABLE LAWS, SMALL, MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES POLICY, NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

23.1 Non-Discrimination. As a party to this contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

#### ARTICLE 24

#### ASSIGNMENT AND SUBCONTRACTING

24.1 Contractor shall not assign this Contract, or allow same to be assigned by operation of law or otherwise, or sublet the Contract or any part thereof without the prior written consent of the City, which may be given only by an ordinance passed by City Council giving such specific consent. Any unauthorized assignment, subcontracting, or subletting by Contractor shall constitute grounds for termination of this Contract by City. Contractor shall continue to be liable under this Contract upon and throughout the duration of any and all such assignments, subcontracts, or subleases regardless of whether City's consent was obtained. For purposes of this Contract, the term "subcontract" shall include all agreements between Contractor and any third party whereby Contractor authorizes such third party to conduct a portion of the concession

business activity related to this Contract, including all sales of services, such as tours, charters or any form of barge rides on the San Antonio River, or any other services offered to the public or sales of merchandise of any kind or nature, but shall not include merely selling of consignment or incentive tickets resold to the public, nor shall it include any subcontract for the provision of advertising. In addition, Sovereign Services of Houston, Inc. shall not be sold without the prior written consent of the City, which may be given only by an ordinance passed by the City Council giving specific consent. Any unauthorized sale or loss of majority ownership control by Sovereign Services of Houston, Inc., shall constitute grounds for termination of this Contract by City. Provided, however any transfer of interests directly resulting from death of an owner or controlling member shall not require the approval of the City Council.

24.2 Contractor shall provide the Director an ownership report along with the written annual statement required in the "Records and Audits" section. The ownership report will provide names, addresses and percentages of ownership for each person with an interest in this Contract or any subcontract. In the event the ownership report reflects any changes in ownership, the City shall have the right, for good cause and in good faith, to revoke its previous approval of any subcontract. In order to exercise this revocation right, Contractor must be notified by the Director within thirty (30) days of the submittal of the ownership report that the Director is recommending revocation and outlining the reasons why.

24.3 Any approvals, or revocations of approvals included in this ARTICLE shall be exercised only for good cause and in good faith and shall be based on such non-exclusive factors as the owner's financial integrity, competence and experience in the applicable business area, other current or past contracts between any owner and City, an potential conflicts of interest and any current litigation or unresolved disputes with the City.

#### ARTICLE 25 ATTORNEY'S FEE

25.1 In case it should be necessary or proper for City to bring any action under this Contract for the enforcement of any of City's rights hereunder, then Contractor agrees in each and any such case to pay to City reasonable attorney's fees.

#### ARTICLE 26 SEPARABILITY

26.1 If any clause or provision of this Contract is found to be illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in the event, it is the intention of the parties that the remainder of this Contract shall not be affected thereby, and it is also the intention of the parties to this Contract that in lieu of each clause or provision of this Contract that is found to be illegal, invalid or unenforceable, there be added as part of this Contract a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and legal, valid and enforceable.

ARTICLE 27  
ENTIRE AGREEMENT

27.1 It is understood and agreed that this Contract, together with the authorized ordinance, any attached exhibits which have not otherwise been modified by this contract, constitutes the entire Contract between parties hereto and shall not be modified or amended in any manner except by instrument in writing executed by the parties hereto.

27.2 Contractor and Director may mutually agree to amend this agreement regarding time of valet operation, Approved Areas, parking lots or garages in Exhibit B, number of free valet tickets provided to City. Such amendments must be in writing and shall not require council approval.

ARTICLE 28  
TAXES AND LICENSES

28.1 Contractor shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state and local taxes, permits, and fees which are now or may hereafter be levied upon Contractor, or upon Contractor's business, or upon any of Contractor's property used in connection with this Contract, and shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Contractor. Failure to comply with the foregoing provisions shall constitute grounds for termination of this Contractor by City.

ARTICLE 29  
CONDEMNATION

29.1 It is agreed and understood that in the event the Contracted Premises are taken, in whole or part, by any governmental authority other than City, this Contract and all rights to permission to use hereunder shall, at the option of City, cease on the date that title to such land so taken or transferred vests in the condemning authority. Contractor hereby waives all rights to any proceeds of such condemnation. Notwithstanding the above, should condemnation materially affect Contractor's operations herein, then Contractor shall have the right to terminate this Contractor upon written notice to the City. Such termination shall release Contractor from further liability hereunder.

ARTICLE 30  
WAGES

30.1 Contractor shall pay wages that are not less than the minimum wages required by federal and state statutes and City ordinances of general applicability to persons employed in Contractor's operations hereunder.

ARTICLE 31  
NO SUBSTANTIAL INTEREST

31.1 Contractor acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

31.2 Pursuant to the subsection above, Contractor certifies, and this Agreement is made in reliance thereon, that neither the Contractor, nor any of its officers, employees and agents performing under this Agreement is an officer or employee of the City as defined by the City Ethics Code. Contractor further certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

ARTICLE 32  
NOTICES

32.1 Notices to City required or appropriate under this Contract shall be deemed sufficient if in writing and mailed, via certified mail, postage prepaid, addressed to:

City Clerk  
P.O. Box 839966  
San Antonio, Texas 78283-3966

and

Director, Center City Development & Operations Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

or

to such other addresses as may be designated in writing by City. Notices to Contractor shall be deemed sufficient if in writing and mailed, via certified mail, postage prepaid, addressed to Contractor at the address below:



Sovereign Services of Houston, Inc  
6363 Richmond Ave., Suite 300  
Houston, TX 77057

ARTICLE 33  
INDEPENDENT CONTRACTOR

33.1 Independent Contractor. Contractor agrees and understands that it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor (s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Contractor's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

ARTICLE 34  
TEXAS LAW TO APPLY

34.1 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.

ARTICLE 35  
GENDER

35.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

ARTICLE 36  
CAPTIONS

36.1 The captions contained in this Contract are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Contract.

ARTICLE 37  
OWNERSHIP AND LICENSES

37.1 In accordance with Texas law, Contractor acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

37.2 The term “local government record” as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created, provided to, or received by City or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

37.3 Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this agreement, will belong to and be the property of City. Contractor, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Contractor, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City’s written permission, unless required to do so by a Court of competent jurisdiction.

37.4 In accordance herewith, Contractor, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

**ARTICLE 38**  
**PUBLIC INFORMATION**

38.1 Contractor acknowledges this document is public information per the Texas Government Code and may be disclosed to the public.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City:**

City of San Antonio, a Texas municipal corporation

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor:**

Sovereign Services of Houston, a Texas corporation

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved As To Form:**

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

The State of Texas    }  
                                  }  
County of Bexar        }

Before me, the undersigned authority, this instrument was this day acknowledged by \_\_\_\_\_, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

The State of Texas    }  
                                  }  
County of Bexar        }

Before me, the undersigned authority, this instrument was this day acknowledged by \_\_\_\_\_, of and for Sovereign Services of Houston, on behalf of that entity in the capacity stated.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

*Specific kiosk sites, within approved area, will be determined prior to execution and added to the contract.*

The Approved Area shall be the same as the Downtown Business District, as defined (now or as amended in future) in appendix A of the Unified Development Code of the City Code of San Antonio, which is the area originally settled and the locus of economic activity in the region. This shall include the area described as follows: Start at the intersection of Salado and El Paso Streets; north on Salado to its intersection with Frio Street; thence northeast in a straight line to the intersection of IH-10 and Cadwallader; south on IH-10 to IH-35; northeast on IH-35 to a perpendicular point connecting with Cherry Street; south on Cherry Street to César E. Chávez Boulevard; west on César E. Chávez Boulevard to the San Antonio River; south along the San Antonio River to Arsenal Street; west on Arsenal to El Paso Street; and then west on El Paso to Salado.

**EXHIBIT B**

1. HOUSTON STREET GARAGE (240 E. HOUSTON)
2. CENTRAL LIBRARY GARAGE (600 SOLEDAD)
3. CONVENTION CENTER GARAGE (850 E. COMMERCE)
4. ST. MARY'S STREET GARAGE (400 N. ST. MARY'S)
5. CONTINENTAL LOT (118 S. LAREDO)
6. DOLOROSA LOT (DOLOROSA @ SANTA ROSA)
7. S. ALAMO LOT (418 S. ALAMO ST.)
8. DURANGO (FEDERAL LOT - 700 E. CESAR E. CHAVEZ BLVD)
9. HOUSTON/NOLAN LOT (HOUSTON @ ELM)
10. MARKET SQUARE LOT (612 W. COMMERCE)
11. I-35 LOTS (BETWEEN COMMERCE AND MARTIN)
12. MARTINEZ LOT (S. ALAMO ST. AND MARTINEZ ST.)

## EXHIBIT C

### KIOSK SAMPLES AND DIMENSIONS



#### Product Specifications:

100 hook key paneling - 18" deep x 16" wide x 41" high - 4" heavy-duty casters - Anti-Scratch Semi Gloss black powder coated finish - 18 Gauge formed galvanized steel body - 9 Gauge formed galvanized steel base - Integrated handle for easy mobility - Integrated umbrella holder goes all the way from top to bottom - Lockable cash drawer with integrated tip/ticket slot - Mechanical Keyless locking system - Integrated key holder panels