

AN ORDINANCE 2017-10-05-0764

CONSENTING TO ASSIGNMENT AND ASSUMPTION OF A
DOWNTOWN SHUTTLE CONCESSION AGREEMENT FROM STAR
SHUTTLE, INC. TO TEXAS SELF-DETERMINATION
TRANSPORTATION, LLC FOR SERVICES AT SAN ANTONIO
INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, Star Shuttle, Inc. and the City are parties to a concession agreement whereby Star Shuttle provides shuttle services between San Antonio International Airport and various downtown destinations; and

WHEREAS, Texas Self-determination Transportation, LLC desires to assume the concession agreement and operate as Super Shuttle; and

WHEREAS, Star Shuttle has requested the City's consent to the assignment to and assumption by Texas Self-determination Transportation, LLC, as assignee, of its rights and obligations under the concession agreement; **NOW THEREFORE**,

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

SECTION 1. The assignment to and assumption by Texas Self-determination Transportation, LLC of the rights and obligations of Star Shuttle, Inc. under its Concession Agreement with the City to provide downtown shuttle services is approved. The City Manager or her designee is authorized to execute a Consent to the Assignment and Assumption Agreement between Star Shuttle, Inc. and Texas Self-determination Transportation, LLC, a copy of which is set out in **Exhibit 1**.

SECTION 2. This Ordinance shall take effect immediately upon receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 5th day of October, 2017.


M A Y O R
Ron Nirenberg

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	24B (in consent vote: 5, 6A, 6B, 6C, 7, 8, 9, 10, 11A, 11B, 12, 14, 16, 17, 19, 21, 22, 23, 24A, 24B)						
Date:	10/05/2017						
Time:	10:42:24 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance consenting to the assignment and assumption of the downtown hotel shuttle concession agreement from Star Shuttle, Inc. to Texas Self-determination Transportation, LLC in order to operate as SuperShuttle, Inc.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10	x					

KRH
10/5/17
Item No. 24B

EXHIBIT 1

ASSIGNMENT & ASSUMPTION AGREEMENT

THIS ASSIGNMENT & ASSUMPTION AGREEMENT ("AGREEMENT") is a triparty agreement made and entered into by and between Star Shuttle, Inc., a Texas corporation ("Assignor"); Texas Self-determination Transportation, LLC, a Texas limited liability company, ("Assignee") and the City of San Antonio ("City") acting by and through its City Manager pursuant to Ordinance No. _____ passed and approved on _____ in reference to the following facts:

WHEREAS, the City and Assignor entered into that one certain AGREEMENT FOR OPERATION OF DOWNTOWN SHUTTLE SERVICE CONCESSION - SAN ANTONIO INTERNATIONAL AIRPORT pursuant to Ordinance No. _____ (hereinafter referred to as the "Concession Agreement") under which Assignor agrees to operate an airport shuttle and related tourism / convention / transportation services at the San Antonio International Airport (the "Airport") (including leased space described in the Concession Agreement); and

WHEREAS, Assignor, by and through its wholly-owned subsidiary Community Independent Operators System, LLC has entered into a Company Agreement and formed Texas Self-determination Transportation, LLC (Assignee), with Carter Transportation SA, LLC, a wholly-owned subsidiary of Carter Transportation, Inc. dba SuperShuttle of Austin, whereby Assignor has agreed to assign and transfer to Assignee all of Assignor's rights, duties, interests, liabilities and obligations in, to and under the Concession Agreement;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Concession Agreement, and Assignee desires to accept the assignment of such right, title and interest in and to the Concession Agreement and to assume all of Assignor's rights and obligations in, to and under the Concession Agreement that may arise or are to be performed from and after the effective date of this Agreement.

WHEREAS, Assignor has requested that the City approve the assignment of Assignor's rights, duties, interests, liabilities and obligations in, to and under the Concession Agreement to Assignee; and

WHEREAS, the City is willing to grant this request of Assignor to assign its rights, duties, interests, liabilities and obligations in, to and under the Concession Agreement to Assignee;

NOW THEREFORE: in consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and City agree as follows:

A. The Assignor hereby transfers, assigns, and sets over to the Assignee all right, title and interest of the Assignor in, to and under the Concession Agreement.

B. In consideration of Ten Dollars and other valuable consideration therefor, the Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities and obligations in, to and under the Concession Agreement that arise or accrue from and after the effective date of this Agreement. Assignee agrees to all of the terms, conditions, provisions, covenants and obligations contained in the Concession Agreement which the Assignor is obligated to keep or perform to the extent such arise or accrue on or after the effective date of this Agreement, including, but not limited to, liabilities pursuant to the terms of the Concession Agreement. Assignee shall indemnify and hold harmless the City of San Antonio and Assignor from and against any and all such assumed duties, liabilities, or obligations.

C. Assignee hereby agrees to provide the City of San Antonio a performance bond in accordance with the terms of the Concession Agreement.

D. In consideration therefor, the Assignor hereby remains liable for all of Assignor's rights, duties, interests, liabilities and obligations under the Concession Agreement which arose or accrued before the effective date of this Agreement, but only to the extent said liabilities existed at the effective date of this Agreement and only to the extent Assignor would otherwise be responsible for such liabilities under the Concession Agreement. Pursuant to and in accordance with the terms of the Concession Agreement, **Assignor shall indemnify the City of San Antonio with respect to any and all such duties, liabilities, or obligations.**

E. The effective date of this Assignment & Assumption Agreement shall be the date of execution by the City Manager, but in no event earlier than the date the Concession Agreement is approved by San Antonio City Council. If the San Antonio City Council does not approve the Concession Agreement, this Assignment & Assumption Agreement shall be null and void and of no effect.

F. This Assignment & Assumption Agreement is executed in multiple counterparts each of which contains all required original signatures and shall be considered an original on its own.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment & Assumption Agreement as of the dates set forth below.

ASSIGNOR:

STAR SHUTTLE, INC.

John P. Walker, President / CEO

Date: _____

ASSIGNEE:

TEXAS SEFLF-DETERMINATION
TRANSPORTATION, LLC INC.

John P. Walker, President

Date: _____

AGREED TO AND ACCEPTED:

CITY OF SAN ANTONIO

ATTEST

Sheryl Sculley, City Manager

Date: _____

City Clerk

Date: _____

Approved as to form:

City Attorney