

PARKING AGREEMENT

This agreement (“Agreement”) is made this day between the City of San Antonio, hereinafter referred as “City” and Texas A&M University San Antonio (“TAMU-SA”), acting by and through duly authorized representatives, as follows:

WHEREAS, the City of San Antonio currently owns and maintains a public right-of-way easement along One University Way and Jaguar Parkway (“Property”) as depicted in **Exhibit A** and **Exhibit B** attached hereto and incorporated herein;

WHEREAS, TAMU-SA desires to manage and maintain the slip lane parking on the Property for permitted University parking purposes; and

WHEREAS, the granting of management and maintenance of the Property including parking enforcement from City of San Antonio to TAMU-SA would benefit both parties.

NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

SECTION I. The City agrees to allow the TAMU-SA and/or its agents, employees and contractors to manage and maintain the slip lanes on the Property for the purpose of permit parking for TAMU usage provided the conditions as outlined in Section II are satisfied.

SECTION II. As a condition to the City entering into the Agreement, TAMU-SA will:

1. Conduct and pay for any traffic study associated with the designated parking and traffic signage needed to ensure safety and meet state and local traffic requirements; and
2. Acquire any required City permits associated with the designated usage of the slip lanes.

SECTION III. TAMU-SA will be solely responsible for the enforcement associated with the designated parking slip lanes.

SECTION IV. TAMU-SA shall pay 25% of the revenue (“Percentage Revenue”) associated with the designated parking slip lanes with the City at which will be dedicated to the City’s General Fund. Percentage Revenue shall be paid to City on a quarterly basis following City’s fiscal calendar of October 1st – September 30th. TAMU-SA will provide with a detailed revenue report to the City of associated revenue within fourteen (14) days after the close of each quarter which the City will review and approve in order for payment to be made within thirty (30) days of each reported quarter. Any TAMU-SA refunds associated with these collected revenues will not be passed on to the City for reimbursement.

SECTION V. Term. The Agreement is executed as of the effective date (“Effective Date”) and shall have a term of ten (10) years from the Effective Date unless earlier terminated in accordance with this Agreement.

TAMU-SA may extend this Agreement for two additional five (5) year periods by giving City written notice of TAMU-SA's intention to do so no later than 180 days before the current term expires.

SECTION VI. Termination. Except as otherwise provided herein, this Agreement may be terminated as follows:

1. Upon 180 days written notice by either party for convenience without any penalty or further liability; or
2. Upon 90 days written notice by City to TAMU-SA if TAMU-SA fails to:
 - a. Manage and maintain the slip lanes in a manner that substantially and adversely affects public health and safety; or
 - b. Failure to remit the Percentage Revenue as outlined in Section IV.

SECTION VII. Notices. Any notice required to be given pursuant to the terms and provisions of this Permit shall be in writing and shall be mailed by certified, return receipt requested, addressed as set forth below, or at such other address as may be specified by written notice

If to: City of San Antonio

P.O. Box 839966
Attn: Director, City Center Development and Operations Department
San Antonio, Texas 78283

If to: Texas A&M University – San Antonio

Project Point of Contact:
Christian Harmon
Parking and Transportation Manager
One University Way
San Antonio, Texas 78224
christian.harmon@tamusa.edu
210-784-2039

University Approving Designee:
Dr. Cynthia Teniente-Matson
President

SECTION VIII. The City's and TAMU-SA's relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

SECTION IX. This Agreement, together with its authorizing ordinance, constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of the Lease Agreement shall be binding, unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. The director of the Center City Development and Operations Department may, without further action of City Council, agree on behalf of City to extension of the term, termination of the Agreement, or other non-material modifications to the rights and obligations of the parties under this License.

Executed as of the dates set forth below to be effective as the Effective Date defined above.

Texas A&M University – San Antonio

City of San Antonio,
a Texas municipal corporation

By: _____

By: _____

Dr. Cynthia Teniente-Matson
President

John Jacks
CCDO Director

Date: _____

Date: _____

Approved As To Form:

City Attorney

EXHIBIT A



EXHIBIT B

