

**AMENDMENT III
TO
AGREEMENT FOR PARKING REVENUE CONTROL SYSTEM
FOR
DOWNTOWN PARKING GARAGES & LOTS BETWEEN
THE CITY OF SAN ANTONIO
AND
HUB PARKING TECHNOLOGY USA, INC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “City”) acting by and through its City Manager or designee, pursuant to Ordinance No. _____ passed and approved on the ____ day of _____, 2023, and **HUB Parking Technology USA, Inc.**, (hereinafter referred to as “HUB” or “Vendor”). City and Vendor may be referred to herein collectively as the “Parties”.

WHEREAS, the City entered into an agreement with Vendor for the purchase of a Parking Revenue Control System, which included design, installation, implementation, spare parts, training and maintenance (hereinafter referred to as “the Agreement”) pursuant to Ordinance No. 2010-06-17-0533; and

WHEREAS, the Agreement included a 12-month warranty which began upon final system acceptance on October 1, 2015, and ended September 30, 2016; and

WHEREAS, the Agreement also included an option for the City to continue maintenance and support at the pricing provided in the Agreement annually for up to five years, which ended September 30, 2021 and was amended and extended to November 30, 2023, pursuant to Ordinance No. 2021-11-04-0818; and

WHEREAS, the Parties agree that the Agreement should be revised to extend the term to November 30, 2024, and to add one additional, one-year renewal option; and

WHEREAS, it is in the best interest of the City that an extension and amendment of the Agreement now be executed; **NOW THEREFORE:**

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. City and Vendor agree to amend the Agreement as follows:

**ARTICLE I
PURPOSE AND EFFECTIVE DATE**

1.01 The purpose of this Amendment is to amend the said Agreement to extend the term and increase the amount of compensation to be paid by City for said services in order to continue

to receive essential maintenance and support for the City’s Parking Revenue Control System. This amendment shall be effective upon execution.

ARTICLE II
AMENDMENTS

2.01 Article II, “Term”, Section 2.1 is amended to reflect the revision to extend the term as set out below:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence upon execution by the Parties and terminate on November 30, 2024.

Renewal. At City’s option, this Agreement may be renewed under the same terms and conditions for one additional, one-year period ending November 30, 2025. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

2.02 Article IV, "Compensation to Vendor/Warranty/Limitation on Liability" is hereby amended to add the following sections to reflect the revision of Section 4.1 to increase the total compensation to be paid to Vendor by City as follows:

- 4.1.1 For maintenance and support for the term beginning December 1, 2023, to November 30, 2024, City shall pay an annual fee of \$140,148.60.
- 4.1.2 Upon renewal of this Agreement at City’s option, City shall pay an annual fee of \$145,754.54 for maintenance and support for the term beginning December 1, 2024, to November 30, 2025.

ARTICLE III
TERMS AND CONDITIONS

3.01 All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

ARTICLE IV
ENTIRE AGREEMENT

4.01 This Agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

[Signature Page Follows]

EXECUTED and AGREED to as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

**HUB PARKING TECHNOLOGY
USA, INC.**

(Signature)

Roger Slayton

(Signature)

Printed Name: Angelica Mata

Printed Name: Roger Slayton

Title: Finance Assistant Director

Title: Sales Director HUB North America

Date: _____

Date: Nov 1, 2023

Approved as to Form:

Assistant City Attorney

AMENDMENT 3 HUB PARKING - 10 12 23 unsigned

Final Audit Report

2023-11-01

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