

**SECOND AMENDMENT TO AND FOURTH EXTENSION OF
PROFESSIONAL SERVICES AGREEMENT FOR
SHORT TERM RENTAL PERMITTING, COLLECTIONS
AND COMPLIANCE SERVICES**

THE STATE OF TEXAS §
 §
THE COUNTY OF BEXAR §

This *Second Amendment To And Fourth Extension Of Professional Services Agreement For Short Term Rental Permitting, Collections And Compliance Services* (“Second Amendment and Fourth Extension”) is made and entered into by and between the **CITY OF SAN ANTONIO** (hereinafter referred to as “City”), a Texas Municipal Corporation, acting by and through its Deputy Chief Financial Officer, and **HOST COMPLIANCE, LLC, a wholly owned subsidiary of Granicus, LLC**, acting by and through its duly authorized officials (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter referred to as the “Parties”.

WHEREAS, pursuant to Ordinance No. 2018-11-15-0915, passed and approved November 15, 2018, the City and Consultant entered into that one certain *Professional Services Agreement For Short Term Rental Permitting, Collections And Compliance Services* (“Agreement”), providing for Consultant to provide the services described therein for a one (1) year period beginning December 21, 2018 and ending December 20, 2019, with two (2), one (1) year options to extend the Agreement; and

WHEREAS, the Agreement was renewed by the Parties for its first one (1) year renewal term beginning December 21, 2019 and ending December 20, 2020, upon the same terms and conditions, pursuant to that certain *First Extension Of Professional Services Agreement For Short Term Rental Permitting, Collections And Compliance Services* (“First Extension”); and

WHEREAS, the Agreement was renewed by the Parties for its second one (1) year renewal term beginning December 21, 2020 and ending December 20, 2021, upon the same terms and conditions, pursuant to that certain *Second Extension Of Professional Services Agreement For Short Term Rental Permitting, Collections And Compliance Services* (“First Extension”); and

WHEREAS, the Agreement was renewed by the Parties for its third one (1) year renewal term beginning December 21, 2021 and ending December 20, 2022, upon the same terms and conditions, pursuant to that certain *First Amendment and Third Extension Of Professional Services Agreement For Short Term Rental Permitting, Collections And Compliance Services* (“Third Extension”); and

WHEREAS, the Parties desire to amend **ARTICLE II. TERM**, Section 2.2 of the Agreement to provide for one additional six (6) month term, to commence December 21, 2022 and end June 20, 2023; **NOW, THEREFORE:**

FOR THE GOOD AND VALUABLE CONSIDERATION OF THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THE OTHER, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

I. AMENDMENT OF AGREEMENT

- 1.1 **ARTICLE II. TERM**, Section 2.2 of the Agreement is hereby amended so that it shall hereafter read as follows:

“2.2 City shall have the right to extend the Agreement under the same terms and conditions for one (1) additional six (6) month term pursuant to a written agreement signed by the Parties. The additional term shall commence December 21, 2022 and end June 20, 2023. City shall have the right to terminate the Agreement after three (3) months by providing written notice to Consultant. The consent of City's City Council for such extension shall not be required.”

- 1.2 **ARTICLE III. SCOPE OF SERVICES**, Section 3.1 of the Agreement is hereby amended so that it shall hereafter read as follows:

3.1 Basic/Core Services

3.1.1 Short Term Rental (“STR”) Discovery and Address Identification

- 3.1.1.a Identify all identifiable STR properties operating in the City of San Antonio and/or Bexar County, subject to the City providing the Consultant with its property owner and assessor data.
- 3.1.1.b Provide detailed lists to the City of these accounts, to include identifying information and owner contact data. The information requested includes but is not limited to:
 - 1. Owner Name and Contact Information
 - 2. Bexar Appraisal District Parcel Number
 - 3. Address of Property
 - 4. Listing Platform and ID
 - 5. Booking Frequency
 - 6. Price of Nightly Rental
 - 7. Location within the boundaries of the City of San Antonio and/or Bexar County.
- 3.1.1.c Perform data-informed outreach to STR operators regarding their tax remittance obligations.
- 3.1.1.d Provide updated lists of STR owners in non-compliance.

3.1.1.e Determine estimated revenues for each STR.

3.1.1.f Provide periodic reports and analysis to the City to support Hotel Occupancy Tax (“HOT”) audits and other enforcement investigations.

3.1.1.g Provide a description of resources available to address issues of incomplete or incorrect data.

3.1.1.h Develop and implement mobile and web enabled forms and processes for payment of HOT and capturing of signatures, payments and required documentation, as set forth on Exhibit A.

3.1.1.i Initiate and diligently pursue and complete without interruption or delay all actions necessary to (x) integrate Consultant’s online/mobile application with the City’s SAP system; (y) integrate Consultants’ online/mobile application with the City’s Accela system; and (z) integrate Consultants’ application with the City’s GIS system.

3.1.1.j Provide technical support for all of the services above.

3.1.2 STR Permitting

3.1.2.a Develop and implement mobile and web enabled forms and processes for streamlining Code Compliance permitting and capturing of signatures, payments and required documentation as set forth on Exhibit A.

3.1.3 Compliance Monitoring

3.1.3.a Ongoing monitoring of STRs for compliance including updated lists of owners in non-compliance, estimated revenues for each STR, and periodic reports and analysis to support HOT audits and other enforcement investigations.

3.1.4 Daily Remittance of Permit Fee Proceeds and HOT Collections

3.1.4.a Until such time that Consultant’s merchant banking processing activities are integrated into Chase Paymentech’s merchant banking processing activities (at which time, remittances will be handled by Chase Paymentech), Consultant shall remit to City on the next succeeding business day all permit fee proceeds and HOT collections received by Consultant on the immediately preceding business day. Each daily remittance to City shall be in accordance with written payment instructions provided by City.

3.1.5 Monthly Service Cost

3.1.5.a The above services are being provided for a monthly cost of \$16,666.18.

II. INCORPORATION OF TERMS AND CONDITIONS OF CONTRACT BY REFERENCE

- 2.1 Except as revised by this Second Amendment and Fourth Extension, all terms and conditions of the Agreement are incorporated into this Second Amendment and Fourth Extension, are made a part hereof for all purposes, and shall remain in full force and effect.

III. RENEWAL AND EXTENSION OF AGREEMENT

- 3.1 As amended pursuant to ARTICLE I, Section 1.1 above, the Agreement is hereby renewed and extended under the same terms and conditions for the fourth six (6) month renewal term beginning December 21, 2022 and ending June 20, 2023.

IV. CONFLICT PROVISIONS

- 4.1 Any conflict between the provisions of this Second Amendment and Fourth Extension and the provisions of the Agreement shall be resolved in favor of this Second Amendment and Fourth Extension.

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IV. ENTIRE AGREEMENT

The Agreement, as amended and extended as set forth above, 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.

EXECUTED and AGREED TO this the ____ day of _____, 2022, to be effective from and after December 21, 2022.

CITY:


CITY OF SAN ANTONIO

LICENSEE:

HOST COMPLIANCE, LLC
a Granicus Company

Troy Elliott, CPA
Deputy Chief Financial Officer

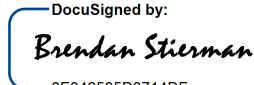
BY:

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Jessica Yang
Manager of Business and Contracts
Granicus LLC

Approved as to form:

Thomas Rice
Assistant City Attorney

DocuSigned by:


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Brendan Stierman
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Granicus LLC