

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

THE STATE OF TEXAS §
 §
THE COUNTY OF BEXAR §

This *Third Amendment to and Fifth Extension of Professional Services Agreement for Short Term Rental Permitting, Collections and Compliance Services* (“Third Amendment and Fifth 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, pursuant to Ordinance No. 2022-12-15-0978, passed and approved December 15, 2022, the Agreement was renewed by the Parties for its fourth renewal term beginning December 21, 2022 and ending June 20, 2023, upon the same terms and conditions, pursuant to that certain *Second Amendment and Fourth Extension Of*

Professional Services Agreement For Short Term Rental Permitting, Collections And Compliance Services (“Fourth Extension”); and

WHEREAS, the Parties desire to amend **ARTICLE II. TERM**, Section 2.2 of the Agreement to provide for one additional one (1) year term, to commence June 21, 2023 and end June 20, 2024; **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 one (1) year term pursuant to a written agreement signed by the Parties. The additional term shall commence June 21, 2023 and end June 20, 2024. City shall also have the right to terminate the Agreement at any time by providing sixty (60) days written notice to Consultant. ”

- 1.2 **ARTICLE IV. COMPENSATION TO CONSULTANT**, Section 4.1 of the Agreement is hereby amended so that it shall hereafter read as follows:

“4.1 In consideration of Consultant’s performance in a satisfactory and efficient manner, as determined solely by Director, of all of the Basic/Core services and activities set forth in Section 3.1, as amended by the Fourth Extension, City agrees to pay Consultant an amount not to exceed \$219,993.40 as total compensation, to be paid to Consultant in equal monthly amounts. In the event that the Agreement is terminated early by City, any remaining balance owed to Consultant shall be waived.”

II. INCORPORATION OF TERMS AND CONDITIONS OF CONTRACT BY REFERENCE

- 2.1 Except as revised by this Third Amendment and Fifth Extension, all terms and conditions of the Agreement are incorporated into this Third Amendment and Fifth Extension, including any revisions incorporated in the Third Extension 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 fifth one (1) year renewal term beginning June 21, 2023 and ending June 20, 2024.

IV. CONFLICT PROVISIONS

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

IV. ENTIRE AGREEMENT

- 5.1 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 _____, 2023, to be effective from and after June 21, 2023.

CITY:

CITY OF SAN ANTONIO

LICENSEE:

HOST COMPLIANCE, LLC
a Granicus Company

BY:

Troy Elliott, CPA
Deputy Chief Financial Officer

Jessica Yang
Manager of Business and Contracts
Granicus LLC

Approved as to form:

Thomas Rice
Assistant City Attorney

Brendan Stierman
Contracts Manager
Granicus LLC