

PARTICIPATION AGREEMENT FOR BICYCLE SHARING SERVICES

This Participation Agreement is made by the City of Corpus Christi, Texas (the "City") and the Corpus Christi Downtown Management District (the "DMD"), pertaining to the implementation of a bicycle sharing service in the downtown area of Corpus Christi, Texas.

1. Zagster Contract. The DMD has entered into a contract with Zagster, Inc. to provide bicycle sharing services, bicycles and bicycle racks in the downtown area of Corpus Christi (the "Program"). The proposed locations of the bicycle racks are described on Exhibit A attached. A true and correct copy of the Master Services Agreement with Zagster, Inc. is attached as Exhibit B. The DMD has arranged for bicycle sharing services over a three-year period to be allocated as follows:

DMD Share	\$30,000.00
City Share	\$90,000.00
RTA Share	\$108,000.00

2. Contract Administration. The DMD shall handle all contract administration and management in connection with the Program.

3. City Participation. The City's participation in this Program shall be funded through its Parking Improvement Fund and Tax Increment Reinvestment Zone #3. The City agrees to pay to the DMD the sum of \$30,000.00 per year as its portion of the total estimated costs of the Program for 2016-2019. Nothing herein shall obligate the City to pay more than \$90,000 in connection with the Program, and any additional fees or expenses incurred by the DMD shall be the sole responsibility of the DMD. The first payment shall be made after October 1, 2016 within 30 days of written request from the DMD. Subsequent year payments will be made after October 1st of that year within 30 days of written request from the DMD.

4. City Locations. The City agrees to cooperate with the DMD and Zagster in the location of the bicycle racks for the Program at the proposed locations shown on Exhibit A. To the extent that the actual locations of bicycle racks are on the City's property, Zagster will be required to obtain a license for the use of such locations for bicycle racks for the duration of the Program. Such licenses may require Zagster to indemnify the City, provide proof of insurance with the City as an additional insured, notification of surrounding property owners, compliance with the American with Disability Act, and approval by the City's Traffic Engineering and Development Service Departments. The exact locations of the bicycle racks on the City's property shall be subject to the approval of the City Manager or her designee.

5. Term. This Agreement shall be for a term of three years from October 1, 2016 through September 30, 2019.

6. Amendments. No amendments, modifications or other changes to this Agreement shall be valid or effective absent the written agreement of both parties hereto.

7. Enforceability. This Agreement shall be interpreted, construed and governed by the laws of the United States and the State of Texas and shall be enforceable in any court of competent jurisdiction in Nueces County, Texas. The DMD shall comply with all applicable federal, state and local laws, rules and regulations in performing under this Agreement.

8. Notices. Notices under this Agreement shall be addressed to the parties as indicated below, or changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. Mail, post pre-paid, certified mail, return receipt requested.

City: City of Corpus Christi, Texas
Attn: City Manager
1201 Leopard Street
Corpus Christi, Texas 78401

DMD: Corpus Christi Downtown Management District
223 N. Chaparral Street, Suite A
Corpus Christi, Texas 78401

9. Non-appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30 annually, is subject to appropriations and budget approval covering this Agreement as an expenditure in said budget; however, it's within the sole discretion of the City Council of the City and the Tax Increment Reinvestment Zone #3 Board to determine whether to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

Each Party paying for the performance of services must make those payments from current revenues available to the paying party.

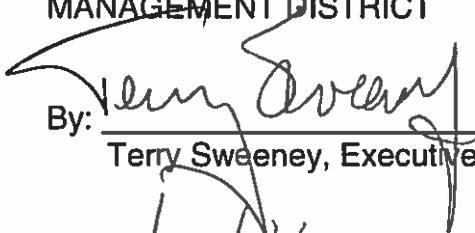
10. No Third-Party Beneficiaries. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.
11. Relationship of the Parties. Nothing contained in this agreement shall be construed to create a partnership, joint venture, or a relationship of employment or agent. Neither Party hereto shall have any authority to create or assume in the other's name or on its behalf any obligation, express or implied, nor to act or purport to act as the other's agent or legally empowered representative for any purpose whatsoever.
12. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the matters covered by this document.

Executed this ____ day of July, 2016.

CITY OF CORPUS CHRISTI, TEXAS

CORPUS CHRISTI DOWNTOWN
MANAGEMENT DISTRICT

By: _____
Margie Rose, City Manager

By:  _____
Terry Sweeney, Executive Director

Date

7/16/16
Date

ATTEST:

Rebecca Huerta
City Secretary

Date

APPROVED AS TO LEGAL FORM:

By: _____
Buck Brice
Assistant City Attorney
for City Attorney