

**SECOND AMENDMENT TO CITY OF SAUSALITO
BICYCLE CONGESTION MANAGEMENT AGREEMENT**

This **SECOND AMENDMENT TO BICYCLE CONGESTION MANAGEMENT AGREEMENT** (this "Amendment") is made and entered into this ____ day of November, 2019, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **SAUSALITO BIKE RETURN, LLC**, a California for profit corporation (hereinafter "SBR").

WHEREAS, City and SBR entered into a Bicycle Congestion Management Agreement dated March 1, 2018; and

WHEREAS, City and SBR entered into a First Amendment to the Bicycle Congestion Management Agreement dated November 13, 2019 (the Bicycle Congestion Management Agreement as amended by the First Amendment shall be referred to herein as "Agreement") (capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement); and

WHEREAS, the Agreement provides that from March 22, 2019 - October 13, 2019 SBR shall provide Bicycle Ambassador, Bicycle Parking and Bicycle Return services (the "Services"); and

WHEREAS, the parties desire to enter into this Amendment in order to extend the term of the Agreement for the 2020 season.

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Section 1, A, 1a of the Agreement is amended to change the location from Alexander at East Road to the corner of Bridgeway and Richardson Street.
2. Section 1, A, 2a of the Agreement is revised to change October 13th to October 11th.
3. Section 2 of the Agreement is amended to extend the Term from March 20, 2020 through and until October 11, 2020.
4. Section 3 of the Agreement is amended to provide that on or before March 15, 2020 the City shall pay SBR the sum of Twenty Three Thousand dollars (\$23,000.00) for the Bicycle Ambassador Services provided pursuant to Section 1A of the Agreement.
5. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of Amendment shall control.

6. This Amendment and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

7. This Amendment may be executed in duplicate original counterparts each of which shall constitute one and the same instrument.

In Witness Whereof, City and Consultant have executed this Agreement as of the date first written above.

City of Sausalito

Sausalito Bike Return

Adam W. Politzer
City Manager

By: John Scopazzi
Its: Owner

By: Lisa Scopazzi
Its: Owner

approved as to form:

Mary Anne Wagner
City Attorney