

**AMENDMENT NO. 1 TO THE AGREEMENT  
BETWEEN THE CITY OF SAN MATEO AND  
ZIPCAR FOR THE USE OF CITY-OWNED PARKING SPACES FOR CARSHARING SERVICES**

WHEREAS, the City of San Mateo ("City"), a municipal corporation of the State of California, and Zipcar, a corporation (herein termed "Licensee"), entered into an Agreement for the use of City-owned parking spaces to provide carsharing services ("Agreement") on July 24, 2015; and

WHEREAS, City and Licensee wish to amend the Agreement effective July 15, 2019, reduce the number of parking spaces allocated to the Licensee at City-owned facilities pursuant to this Agreement.

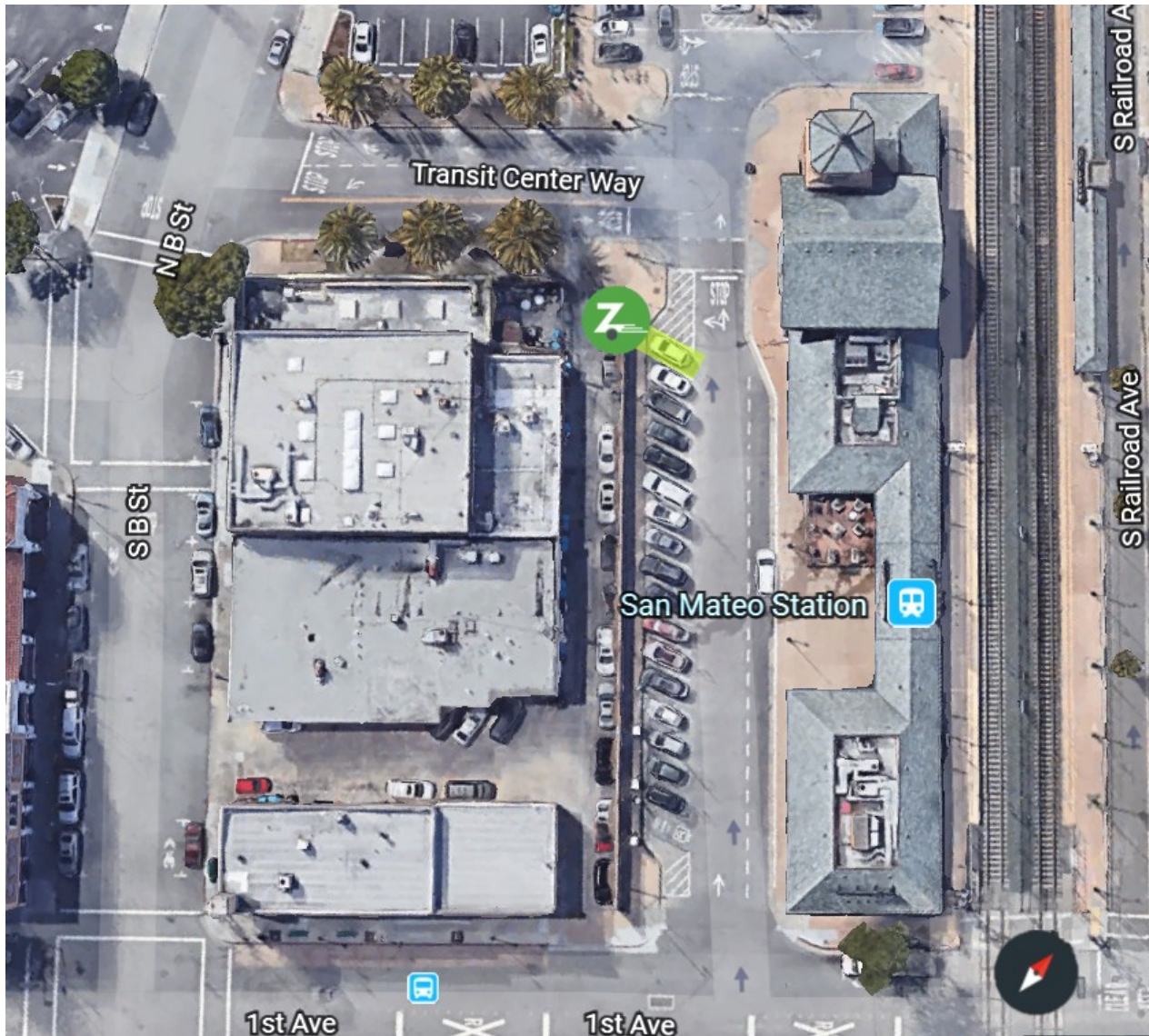
NOW, THEREFORE, the parties agree as follows:

1. Exhibit A of the Agreement is replaced with the following revised Exhibit A:

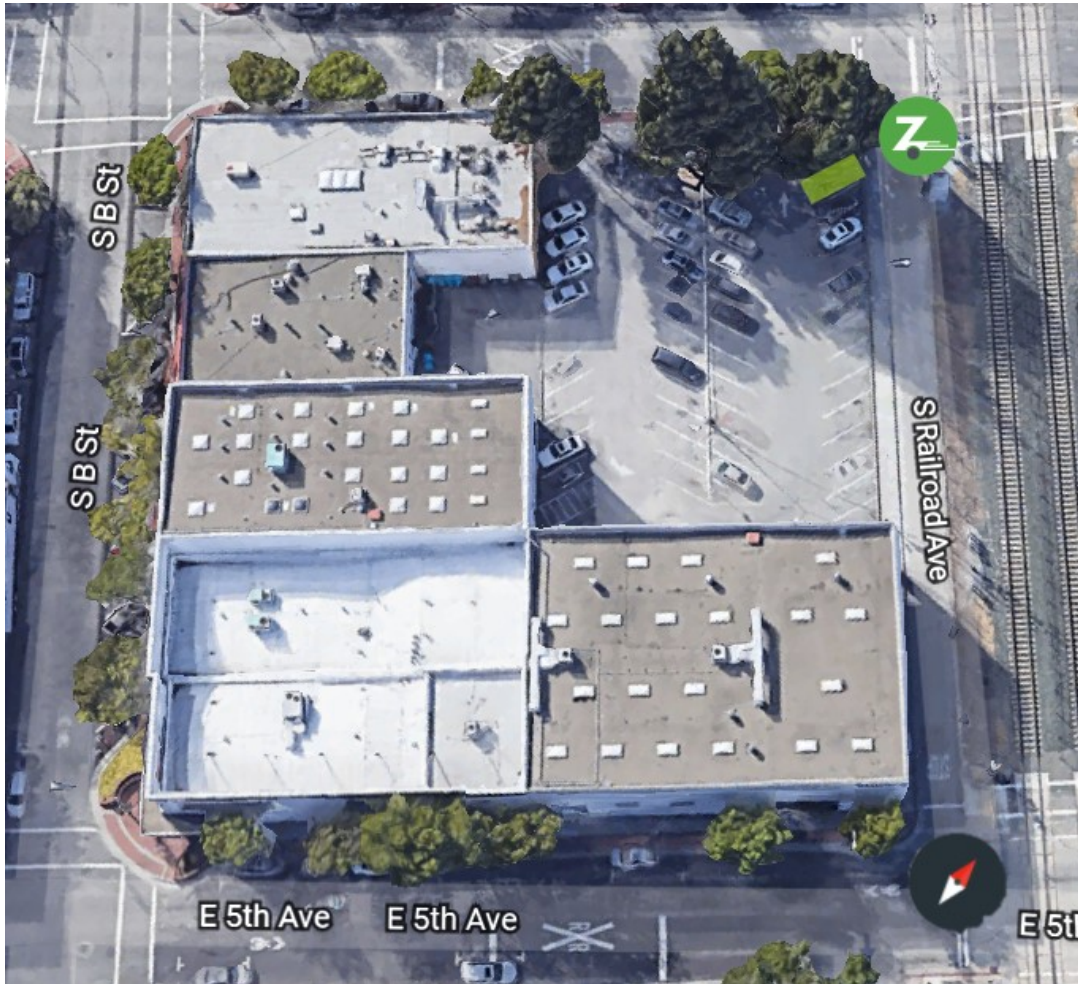
## Exhibit A - Scope of Activities

**A. Locations, Number of Parking Spaces.** City will make available to Licensee the following number of parking spaces at the below City-owned facilities.

Number of Parking Space(s)	Facility Name and Address
1	Transit Center Way San Mateo, CA 94401



Number of Parking Space(s)	Facility Name and Address
1	Lot 8 303 E 4 <sup>th</sup> Ave San Mateo, CA 94401



**B. Signage.** Upon obtaining any approvals necessary in accordance with the City’s sign ordinance, Licensee shall have the right to place Zipcar signage advertising the Zipcar services in such locations at the City of San Mateo’s parking facilities as Licensee and the City may mutually agree from time to time. At a minimum, the City agrees that Licensee may mark off reserved parking spaces assigned to Licensee by displaying one 12” by 18” “Tow Zone” sign, and one 2’ by 2’ “Zipcars Live Here” sign at each space. Each reserved parking space may require a single post to be installed for the purpose of mounting Zipcar signs. Licensee may also stencil reserved spaces with “Zipcar Reserved” stenciling.

**C. Parking Space Availability and Use.** The location of the parking spaces assigned to Licensee shall be mutually agreed by the parties. The parking spaces made available to Licensee will be used by Licensee for the purpose of providing car sharing services to Zipcar members, and Licensee and its members shall have right to use the parking spaces, including without limitation the right to park, operate, clean, and otherwise use the Zipcar vehicles. The City of San Mateo shall provide Licensee, its members, and its third party personnel with 24x7x365 unrestricted access to the parking spaces

2. The remaining terms of the Agreement remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and Zipcar have executed this Agreement on

\_\_\_\_\_ .  
CITY OF SAN MATEO

CONTRACTOR

\_\_\_\_\_  
Drew Corbett  
City Manager

\_\_\_\_\_  
Tracey Zhen  
Its Authorized Agent  
President, Zipcar Inc

APPROVED AS TO FORM

\_\_\_\_\_  
Gabrielle Whelan  
Assistant City Attorney