

**THIS IS A PROPOSED DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED
ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL.**

AN ORDINANCE

**AUTHORIZING AMENDMENTS TO THE MUNICIPAL WRECKER
SERVICE AGREEMENTS BETWEEN THE CITY OF SAN ANTONIO
AND: 1) ASSURED TOWING, INC.; 2) ALLIED TOWING; AND 3)
TEXAS TOWING TO PROVIDE FOR A ONE-YEAR EXTENSION OF
THE EXISTING TERMS COMMENCING ON NOVEMBER 30, 2014.**

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WHEREAS, on December 1, 2008, Assured Towing, Allied Towing and Texas Towing commenced providing wrecker services to the City of San Antonio (the "City") under Municipal Wrecker Service Agreements (the "Agreements") awarded by City Council under City Ordinance No. 2008-10-09-0896; and

WHEREAS, the initial term of the Agreements for Allied and Assured was for six (6) years with a two-year renewal option at the City's discretion; and

WHEREAS, the initial term of the Texas Towing agreement was for three (3) years with a one-year renewal option at the City's discretion; and

WHEREAS, the Texas Towing agreement was later amended by City Ordinance No. 2012-11-15-0909 to provide for two (2) one-year extensions commencing on November 30, 2012; and

WHEREAS, City staff recommends an amendment to the Agreements to provide for an additional year of service under the existing terms of the Agreements to allow for the preparation of a future solicitation for towing management; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council approves the terms and conditions of the First Amendment to the Municipal Wrecker Services Agreements between the City of San Antonio and: 1) Assured Towing, Inc. and 2) Allied Towing to provide a one-year extension.

SECTION 2. The City Council approves the terms and conditions of the Second Amendment to the Municipal Wrecker Services Agreement between the City of San Antonio and Texas Towing to provide for an additional one-year extension commencing on November 30, 2014 and terminating on November 30, 2015 under the existing terms and conditions of the Agreement, including the provision of tows at no cost to the City for City-owned, inoperable vehicles.

SECTION 3. The City Manager or her designee is authorized to execute the amendments and agreement in accordance with this Ordinance. A copy of the First Amendments to the Municipal Wrecker Services Agreement with Assured Towing, Inc. and Allied Towing shall be attached to

this Ordinance upon execution as **Exhibits A and B**. A copy of the Second Amendment to the Municipal Wrecker Services Agreement with Texas Towing shall be attached to this Ordinance upon execution as **Exhibit C**.

SECTION 4. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 217000000052 and General Ledger 4406847.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall be effective on and after the 10th day after passage.

PASSED AND APPROVED this 19th day of June, 2014.

M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Robert F. Greenblum, City Attorney