

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
OPERATION & MAINTENANCE OF GROWDON ROAD  
VEHICLE STORAGE FACILITY**

This Third Amendment to Professional Services Agreement for Operation & Maintenance of Growdon Road Vehicle Storage Facility (Amendment) is entered into by and between the City of San Antonio (City) and United Road Towing, Inc. (Contractor).

**WHEREAS**, City and Contractor entered into the Professional Services Agreement for Operation & Maintenance of Growdon Road Vehicle Storage Facility on March 17, 2008, (Contract); and

**WHEREAS**, the initial term of said Contract is March 17, 2008, to May 17, 2013; and

**WHEREAS**, pursuant to the Second Amendment to Professional Services Agreement for Operation & Maintenance of Growdon Road Vehicle Storage Facility, the parties extended the term of the contract until May 17, 2015; and

**WHEREAS**, the parties wish to extend the term of the contract until September 30, 2017; and

**WHEREAS**, the parties wish to establish a minimum annual guaranteed payment that Contractor will make to City during the period of the extension; **NOW THEREFORE:**

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1.** Contractor and City hereby agree to the addition of Section 2.4 to the Contract, which shall provide, in its entirety, as follows:

- 2.4 Unless sooner terminated in accordance with the provisions contained herein, the term of this Contract is extended to and shall terminate on September 30, 2017.

**SECTION 2.** Contractor and City hereby agree to the amendment of Section 4.5 of the Contract, which shall provide, in its entirety, as follows:

- 4.5 Minimum Annual Guarantee. Contractor shall pay to City each year of the Agreement term, the following Minimum Annual Guarantee.

<b>Year of Agreement Term</b>	<b>Amount of Minimum Annual Guarantee</b>
Year 1	\$20,000.00
Year 2	\$110,000.00
Year 3	\$135,000.00
Year 4	\$150,000.00
Year 5	\$150,000.00
Year 6	\$150,000.00
Year 7	\$165,000.00
Year 8	\$165,000.00
Year 9	\$175,000.00
Year 10 (partial)	\$92,500.00

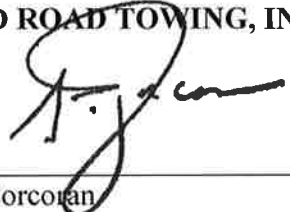
**SECTION 3.** All provisions of the Contract not addressed by this Amendment shall remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS as of the dates indicated below.

**CITY OF SAN ANTONIO**

**UNITED ROAD TOWING, INC.**

\_\_\_\_\_  
Sheryl Sculley  
City Manager

  
\_\_\_\_\_  
Gerald Corcoran  
President & CEO

Date: \_\_\_\_\_

Date: 4/14/15

Approved as to Form:

\_\_\_\_\_  
Martha G. Sepeda  
City Attorney