

AN ORDINANCE 2015-04-16-0318

**AUTHORIZING (1) AN AMENDMENT TO AND EXTENSION OF THE CONTRACT WITH UNITED ROAD TOWING, INC. FOR THE OPERATION AND MAINTENANCE OF THE GROWDON ROAD VEHICLE STORAGE FACILITY AND (2) AN EXTENSION OF THE CONTRACT WITH UNITED ROAD TOWING, INC. FOR THE AUCTION OF ABANDONED VEHICLES.**

\* \* \* \* \*

**WHEREAS**, United Road Towing, Inc. (URT) is currently operating and maintaining the San Antonio Police Department's Growdon Road Vehicle Storage Facility pursuant to a contract authorized by Ordinance 2008-03-13-0203; and

**WHEREAS**, pursuant to Ordinance 2013-05-09-0324, said contract was extended from May 17, 2013, to May 17, 2015; and

**WHEREAS**, the parties now wish to amend the contract to extend it to September 30, 2017; and

**WHEREAS**, the parties also wish to amend the contract to establish minimum annual guaranteed payments during the period of the extension; and

**WHEREAS**, URT is currently providing auction services for abandoned vehicles for the San Antonio Police Department pursuant to a contract authorized by Ordinance 2011-09-08-0747; and

**WHEREAS**, the parties now wish to extend said contract, pursuant to its terms, from September 30, 2015, to September 30, 2017; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager and her designated representative are hereby authorized to execute an amendment to the contract with URT authorized by Ordinance 2008-03-13-0203 to extend it to September 30, 2017, and provide for minimum annual guaranteed payments during the period of the extension. The amendment shall contain substantially similar terms and conditions as those contained in the amendment attached hereto as **Exhibit I**.

**SECTION 2.** The contract with URT authorized by Ordinance 2011-09-08-0747 is hereby extended to September 30, 2017, in accordance with Section 1.1 of that contract.

**SECTION 3.** For purposes of the contract identified in Section 1 of this Ordinance, funds generated will be deposited into Fund 11001000, Internal Order 217000000051 and General Ledger 4406847.

**SECTION 4.** For purposes of the contract identified in Section 2 of this Ordinance, funds generated will be deposited into Fund 11001000, Internal Order 217000000045 and General Ledger 4903162.

**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 is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

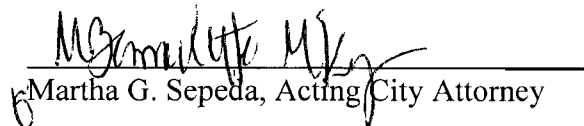
**PASSED AND APPROVED** this 16th day of April, 2015.



M A Y O R  
Ivy R. Taylor

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Leticia M. Vadek, City Clerk  
\_\_\_\_\_  
Martha G. Sepeda, Acting City Attorney

<b>Agenda Item:</b>	<b>22 ( in consent vote: 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19, 21, 22 )</b>						
<b>Date:</b>	04/16/2015						
<b>Time:</b>	10:54:33 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an amendment to and extension of the contract with United Road Towing, Inc. for the operation and maintenance of the Growdon Road Vehicle Storage Facility and an extension of the contract with United Road Towing, Inc. for the auction of abandoned vehicles. [Erik Walsh, Deputy City Manager; Anthony Trevino, Interim Police Chief]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1	x					
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

**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.

**Exhibit I**

<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:\_\_\_\_\_

Approved as to Form:

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