

AN ORDINANCE 2011-09-08-0748

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR OPERATION AND MAINTENANCE OF THE GROWDON ROAD VEHICLE STORAGE FACILITY WITH UNITED ROAD TOWING, INC. TO ADD ETHICAL CONDUCT PROVISIONS.

WHEREAS, pursuant to Ordinance 2008-03-13-0203, the City entered into the Professional Services Agreement for Operation and Maintenance of the Growdon Road Vehicle Storage Facility with United Road Towing, Inc. (URT) to conduct the San Antonio Police Department's vehicle storage operations; and

WHEREAS, the City and URT wish to amend said contract to add ethical conduct provisions to the contract; **NOW THEREFORE:**

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

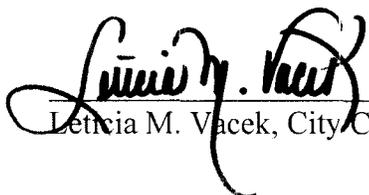
SECTION 1. The City Manager and her designee are hereby authorized to execute an amendment to the Professional Services Agreement for Operation and Maintenance of the Growdon Road Vehicle Storage Facility with URT in order to add ethical conduct provisions. Said amendment is attached hereto as **Exhibit I** and its terms are hereby approved.

SECTION 2. This ordinance shall take effect immediately upon passage, provided that it is passed by eight or more affirmative votes; otherwise, this ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 8th day of September, 2011.

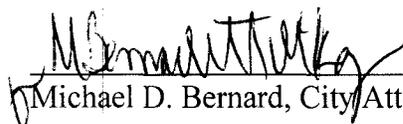

M A Y O R
Julián Castro

ATTEST:

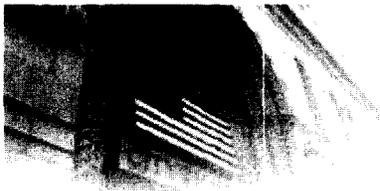


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

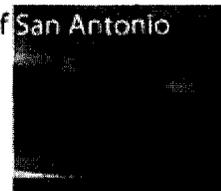


Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 21B

Name:	7, 8, 10, 11A, 11B, 12, 13, 14, 15A, 15B, 15D, 15E, 15F, 15G, 15H, 15I, 15J, 15L, 16, 18, 19, 20, 21A, 21B						
Date:	09/08/2011						
Time:	11:06:34 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an amendment to the Professional Services Agreement for Operation and Maintenance of the Growdon Road Vehicle Storage Facility with United Road Towing, Inc. to add ethical conduct provisions.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Exhibit I

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR OPERATION & MAINTENANCE OF GROWDEN ROAD VEHICLE STORAGE FACILITY

This Amendment to Professional Services Agreement for Operation & Maintenance of Growden 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 Growden Road Vehicle Storage Facility on March 13, 2008 (Contract); and~~

WHEREAS, the parties wish to amend the aforementioned Contract; **NOW THEREFORE:**

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Contractor and City hereby agree to the addition of Article XXIX (Conflict of Interest) to the Contract. Contractor and City further agree to abide by the terms of that provision. Article XXIX shall provide as follows:

- 29.1 Contractor shall not knowingly engage in financial transactions using nonpublic City information to unfairly advance private interests. For purposes of this section, nonpublic City information does not include (1) information which is generally available to the public, or thereafter, without any fault of Contractor, becomes generally available to the public, or which is general knowledge; and (2) information which was already in the possession of Contractor prior to the date of this Agreement.
- 29.2 Contractor shall not solicit or accept any gift or other item of monetary value from any person or entity that Contractor knows is being offered with the intent to improperly influence conduct of the Contractor.
- 29.3 Contractor shall not knowingly give improper preferential treatment to any private organization or individual in connection with the provision of services pursuant to the provisions of this contract unless otherwise permitted elsewhere in this Agreement.
- 29.4 Contractor shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards set out in this article.
- 29.5 Contractor shall cause each employee of Contractor working at the VSF, to the exclusion of SAPD off-duty police officers employed by Contractor or otherwise

working at the VSF, to sign a document including the covenants set forth in this article and that the employee will comply with the same.

SECTION 2. Contractor and City hereby agree to the addition of Article XXX (Prohibited Business Operations) to the Contract. Contractor and City further agree to abide by the terms of that provision. Article XXX shall provide as follows:

30.1 Contractor acknowledges City does not authorize Contractor to operate at the VSF, wholly or partially, any independent business other than business related to the Contract. Contractor acknowledges and agrees that, under the terms of this agreement, it has limited authority to operate at the VSF, wholly or partially, Signature Towing. City agrees that Contractor may permit tow trucks, including those operated by a business owned, wholly or partially, by Contractor and including Signature Towing, onto the VSF for the purpose of (1) providing towing services agreed to by a vehicle owner to tow the owner's impounded vehicle off of the VSF; (2) to impound and transport vehicles or equipment in furtherance of the Contract; or (3) relocating an impounded vehicle within the VSF in order to carry out Contractor's duties under the Contract. Said tow trucks may not, however, remain on the VSF for any period of time longer than the period of time required to perform either of these services.

30.2 City and Contractor agree that the actual damages that might be sustained by City by reason of the breach by Contractor of its covenants contained in this article are uncertain and would be difficult of ascertainment and that the sum of \$500.00 for each day that Contractor engages in conduct that is a breach of the covenants contained in this article would be a reasonable compensation for such breach as liquidated damages, and not as a penalty in the event of such breach. In connection with the aforementioned covenants, Contractor agrees that the actions described in Attachment I, while not exhaustive or exclusive, constitute conduct that would contribute to the operation of a business at, from, or out of the VSF.

30.3 In the event that City determines that Contractor is in breach of the provisions of this article, City shall provide written notice to Contractor, specifying the date of said breach and the conduct that constituted the breach. Should Contractor dispute that it was in breach, Contractor may appeal City's determination to the San Antonio Police Department (SAPD) contract services manager. Said appeal shall be in writing and filed with the contract services manager within five business days of receipt of the written notice of breach. Said notice of appeal shall fully describe the reasons Contractor believes it is not in breach. The contract services manager shall render a decision in writing and provide written notice of such to Contractor. Should Contractor dispute the decision of the contract services manager, Contractor may appeal that decision to the SAPD police chief. Said appeal shall be in writing and filed with the contract services manager within five business days of receipt of the written notice of the decision of the contract services manager. Said notice of appeal shall fully describe the reasons Contractor believes it is not in breach. The police chief shall render a decision in writing and provide written notice of such to Contractor. The police chief's decision is final.

Nothing in this article, however, shall be construed to effect a waiver of any rights that Contractor has under local, state (Texas), or federal law.

30.4 Contractor agrees to pay the appropriate liquidated damages within five business days of its receipt of the written notice of breach, unless it appeals City's determination. Should Contractor appeal City's determination to the contract services manager, Contractor agrees to pay the appropriate liquidated damages within five business days of its receipt of the written notice of the contract services manager's decision, should the appeal be denied. Should Contractor appeal an adverse decision of the contract services manager to the police chief, Contractor agrees to pay the appropriate liquidated damages within five business days of its receipt of the written notice of the police chief's decision, should that appeal be denied.

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

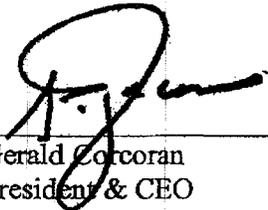
SECTION 4. In consideration of Contractor's agreement to add articles XXIX and XXX to the Contract, City agrees to pay Contractor the sum of \$1.00.

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: 8/17/2011

Approved as to Form:

Michael Bernard
City Attorney

**ATTACHMENT I
PROHIBITED CONDUCT**

1. Tow trucks parked within the gates of the VSF lot with no documented official private tow business for a period of time longer than the period of time required to perform the services permitted in Section 30.1.
2. Signature Towing trucks being used as equipment for VSF services without a magnetic sign identifying the tow truck as equipment used for VSF purposes
- ~~3. Signature Towing trucks entering the VSF lot by means of a gate remote control in the possession of the Signature Towing or other non-VSF employee~~
4. Dispatching of a tow truck from the VSF by Contractor and/or employees
5. No Signature Towing branded uniform or materials shall be worn by URT VSF employees unless the employee is providing official private tow business permitted in Section 30.1
6. URT VSF employees conducting towing business at the VSF
7. URT VSF employees referring customers to tow companies
8. General Manager and Accountant will not dedicate more than 15% of their time to Signature Towing or any other business while located at the VSF.