

AN ORDINANCE      **2012-11-15-0909**

**AUTHORIZING AN AMENDMENT TO THE MUNICIPAL  
WRECKER SERVICES AGREEMENT BETWEEN THE CITY OF SAN  
ANTONIO AND TEXAS TOWING TO PROVIDE TWO (2)  
ADDITIONAL ONE-YEAR RENEWAL OPTIONS COMMENCING ON  
JANUARY 1, 2013.**

\*            \*            \*            \*            \*

**WHEREAS**, on December 1, 2008, Texas Towing commenced providing wrecker services in the City’s North, Central and South Zones under a Municipal Wrecker Service Agreement (the “Agreement”); and

**WHEREAS**, the initial term of the Agreement was for three (3) years with a one-year renewal option at the City’s discretion; and

**WHEREAS**, based upon satisfactory performance, the renewal option was executed by the City on January 1, 2012; and

**WHEREAS**, City staff recommends an amendment to the Agreement to provide two (2) additional one-year renewals at the sole discretion of the City provided that Texas Towing continues to perform satisfactory; **NOW THEREFORE:**

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

**SECTION 1.** The terms and conditions of the First Amendment to the Wrecker Services Agreement between the City of San Antonio and Texas Towing are hereby approved.

**SECTION 2.** The City Manager or her designee is authorized to execute the First Amendment in accordance with this Ordinance. A copy of the First Amendment, in substantially final form, is attached to this Ordinance as **Exhibit A**. The final amendment shall be filed with this Ordinance upon execution.

**SECTION 3.** Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 217000000052 and General Ledger 4406847.

**SECTION 4.** This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

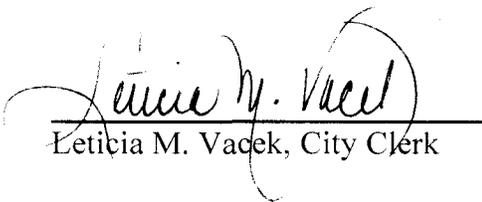
PASSED AND APPROVED this 15<sup>th</sup> day of November, 2012.



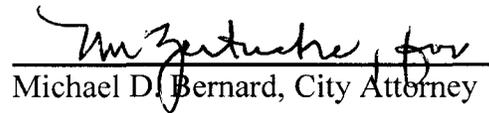
M A Y O R  
Julián Castro

**ATTEST:**

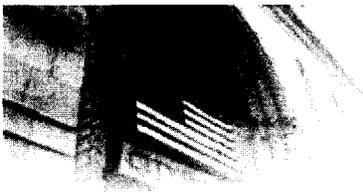
**APPROVED AS TO FORM:**



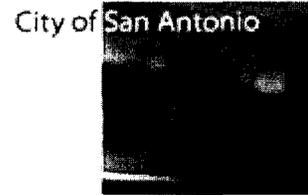
Leticia M. Vacek, City Clerk



Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
ACTION



## Agenda Voting Results - 26

<b>Name:</b>	26						
<b>Date:</b>	11/15/2012						
<b>Time:</b>	10:18:29 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an amendment to the Municipal Wrecker Services Agreement between the City of San Antonio and Texas Towing by providing two additional one-year renewal options commencing on January 1, 2013. [Erik Walsh, Deputy City Manager; William McManus, Chief, Police]						
<b>Result:</b>	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					
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x			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 A**

**FIRST AMENDMENT TO THE MUNICIPAL WRECKER SERVICE AGREEMENT**

**BETWEEN THE CITY OF SAN ANTONIO AND TEXAS TOWING**

This First Amendment to the Municipal Wrecker Service Agreement (hereinafter referred to as this “First Amendment”) is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as “City”) Texas Municipal Corporation acting by and through its City Manager pursuant to Ordinance No. 2012-11-15-\_\_\_\_, dated November 15, 2012 and Texas Towing (hereinafter referred to as “Contractor”), for the provision of wrecker services in the North, Central and South Zones of the City, as defined in the Municipal Wrecker Service Agreement (the “Agreement”).

**RECITALS**

- A. City and Contractor are parties to the Agreement entered into pursuant to Ordinance No. 2008-10-09-0896 passed and approved on October 9, 2008.
- B. Prior to the effectiveness of this First Amendment, the Agreement terminates on January 1, 2013.
- C. City and Contractor desire to amend the Agreement as stated in this First Amendment.
- D. All other provisions of the Agreement remain in force.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in the Agreement, the receipt and adequacy of which are hereby acknowledged, City and Contractor hereby agree as follows:

- 1. **Definitions.** All capitalized terms used in this First Amendment without definition herein shall have the meanings assigned to such terms in the Agreement.
- 2. **Amendments.** The Agreement is hereby amended as follows:
  - (A) Article II is hereby amended by adding the following:
    - 2.3 **Amended Renewal Term.** At the end of the Renewal Term, City, in its sole discretion, may renew this Agreement for two (2) additional one-year periods (the “Amended Renewal Term”) commencing on January 1, 2013.
      - 2.3.1 **Notice of Amended Renewal.** City shall provide written notice of its desire to exercise the Amended Renewal Term at least fifteen (15) days prior to the expiration of the Renewal Term and first Amended Renewal term.

3. **Effective Date.** This First Amendment shall be effective January 1, 2013.
4. **No Other Changes.** Except as specifically set forth in Section 2 of this First Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement, as amended by this First Amendment, shall continue in full force and effect, and the Agreement, as amended by this First Amendment, shall be read and construed as one instrument.
5. **Choice of Law.** This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
6. **Counterparts.** This First Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this First Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

**IN WITNESS HEREOF**, the parties hereto have executed in triplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF SAN ANTONIO**  
**Texas Municipal Corporation**

**TEXAS TOWING**  
**a \_\_\_\_\_ Corporation**

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

\_\_\_\_\_  
 Name:  
 Title:

Attest:

\_\_\_\_\_  
 Leticia Vacek  
 City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Michael Bernard  
 City Attorney