

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary

Subject: Ordinance Authorizing a First Amendment to Contract No. C76532 - SafeClear Freeway Towing and Emergency Road Service Agreement with Rbex, Inc., dba Apple Towing Co.

Category #

Page 1 of 1

Agenda Item

FROM (Department or other point of origin):

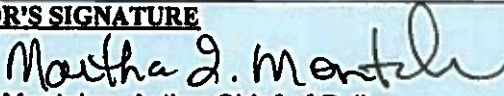
Houston Police Department

Origination Date

May 31, 2016

Agenda Date

DIRECTOR'S SIGNATURE



Martha I. Montalvo, Acting Chief of Police

Council District(s) affected

For additional information contact:

Joseph A. Fenninger *JAF* Phone: (713) 308-1770
CFO & Deputy Director *6/1/16*

Date and Identification of prior authorizing Council Action:

Ord No. 2015-1157 – November 18, 2015

RECOMMENDATION: (Summary)

Approve an ordinance authorizing a first amendment to the contract between the City of Houston and Rbex, Inc., dba Apple Towing Co. to add SafeClear segment 17 to the SafeClear Freeway Towing and Emergency Road Service Agreement.

No Additional Funding Required

Finance Budget

SPECIFIC EXPLANATION:

On May 25, 2016, City Council passed a resolution authorizing the Acting Chief of Police to terminate without cause the current SafeClear Freeway Towing and Emergency Road Service Agreement (Contract No. C76536), with USAACC, Inc., dba USA Auto Collision Center, which applied to SafeClear Segment 17: South Freeway (288) outside 610.

Further, on May 25, 2016, HPD Auto Dealers Detail provided (via personal delivery) to USA Auto Collision Center a 30-day written notice of termination of its SafeClear Agreement. The notice advises of the termination of the SafeClear Agreement effective June 25, 2016.

Rbex, Inc., dba Apple Towing Co. was the second runner up for Segment 17 during the SafeClear solicitation process. To ensure there is no interruption of SafeClear non-consent towing and emergency road services ("tow services") on Segment 17 upon the termination of the USA Auto Collision Center SafeClear Agreement, the Acting Chief of Police, City Legal and the Chief Procurement Officer recommend City Council approve an Ordinance awarding Segment 17 to Rbex, Inc., dba Apple Towing Co. and authorizing a first amendment to its SafeClear Freeway Towing and Emergency Road Service Agreement (Contract No. C76532).

Accordingly, Apple Towing Co. will provide tow services for the following SafeClear Segments:

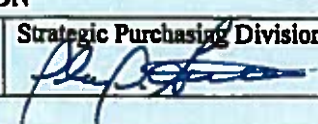
Segment	Description
10	S Loop E between South Freeway (288) and Gulf Freeway (I-45): 3200-7700 blocks
16	S Loop to W Loop; 8400 block of W Loop and Beechnut and 3200 block of S Loop E at South Freeway (288)
17 (effective June 25, 2016)	South Freeway (288) outside 610

REQUIRED AUTHORIZATION

Finance Department:

City Legal Authorization:

Strategic Purchasing Division Authorization:

THE STATE OF TEXAS

COUNTY OF HARRIS

**FIRST AMENDMENT TO SAFECLEAR FREEWAY TOWING AND
EMERGENCY ROAD SERVICE AGREEMENT**

**I.
PARTIES**

1.01 Address

This First Amendment to Agreement for **SAFECLEAR FREEWAY TOWING AND EMERGENCY ROAD SERVICE** ("Agreement") is made and entered into by and between the **City of Houston, Texas**, a home rule city of the State of Texas principally situated in Harris County ("the City") and **Rbex, Inc., dba Apple Towing Co.** ("Tow Operator"), hereinafter referred to as "Operator" a corporation doing business in the State of Texas.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

<u>City</u>	<u>Operator</u>
Police Chief, City of Houston Police Department or her designee City of Houston P. O. Box 1562 Houston, Texas 77251	<u>Rbex, Inc., dba Apple Towing Co.</u> Name of Tow Operator
	<u>2030 Holmes Road</u> <u>Houston, Texas 77051</u> Physical Address of Tow Operator
	_____ Authorized Operator <u>713-383-6200</u> Publicly Listed Telephone Number

RECITALS

1. On November 24, 2015, as authorized by Ordinance No. 2015-1157 Operator and the City entered into an Agreement for SAFECLEAR FREEWAY TOWING AND EMERGENCY ROAD SERVICE (Agreement) for the Operator to provide non-consent towing and emergency road services on freeways ("Tow Services").
2. Operator's Agreement applied to Freeway Segments 10 and 16 as described in Exhibit "A" to the Agreement. Operator and City desire amend the Agreement by amending Exhibit "A" to add Segment 17, South Freeway (288) outside 610: 3200-13800 blocks.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and benefits contained in the Agreement and this First Amendment, the City and Operator agree as follows:

II. AMENDMENT

A. EXHIBIT "A" [Description of Freeway Segments] is amended to read as follows:

Segments 10, 16 & 17

Segment 10

S Loop E between South Freeway (288) and Gulf Freeway (I-45):
3200-7700 blocks

Segment 16

S Loop to W Loop: 8400 block of W Loop at Beechnut and 3200
block of South Loop E at South Freeway (288)

Segment 17

South Freeway (288) outside 610: 3200-13800 blocks

B. The effective date of this First Amendment is June 25, 2016

III.

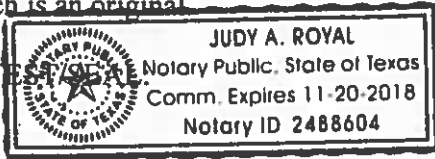
In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall prevail.

IV.

All other terms and conditions of the Agreement, except as amended by this First Amendment, shall continue in full force and effect.

The Parties have executed this First Amendment to Agreement in multiple copies, each of which is an original.

ATTEST/SEAL:



By: Judy A. Royal
Name:
Title:

OPERATOR

By: Michael W. Scully
Name: Michael W Scully
Title: Pro/Dum
Tax Identification No. 62-1683671

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

Martha D Montelvo
Acting Chief of Police
Houston Police Department

COUNTERSIGNED BY:

CITY CONTROLLER

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Sr. Assistant City Attorney
L.D. File No. 0621500218002
