

AN ORDINANCE 2006-03-16-0366

AUTHORIZING THE EXECUTION OF EXTENSION AGREEMENTS WITH COCA-COLA BOTTLING COMPANY OF THE SOUTHWEST D/B/A SAN ANTONIO COCA-COLA BOTTLING COMPANY FOR THE PROVISION OF COLD DRINK VENDING MACHINE SERVICES AND INDEPENDENT VENDORS OF SAN ANTONIO FOR THE PROVISION OF SNACK, FRESH/FROZEN FOOD, AND HOT DRINK VENDING MACHINE SERVICES IN CITY-OWNED AND CITY-LEASED FACILITIES FOR AN ADDITIONAL 60 DAY PERIOD, WITH TWO 30 DAY ADMINISTRATIVE EXTENSIONS, IF NECESSARY.

* * * * *

WHEREAS, there are approximately 183 beverage vending machines and approximately 69 snack vending machines located throughout City property and the City currently has separate contracts with Coca-Cola Bottling Company of the Southwest d/b/a San Antonio Coca-Cola Bottling Company ("Coke") to provide cold drink vending machine services and Independent Vendors of San Antonio ("IVSA") to provide snack, fresh/frozen food and hot drink vending machine services in City facilities; and

WHEREAS, both current agreements terminate on March 31, 2006 and provide for additional extension terms of up to five years; and

WHEREAS, on November 7, 2005, the City, with the assistance of Active Public Enterprise Group, Inc. ("APEG"), issued a Request for Proposals for the exclusive right to provide and maintain beverage and snack vending machines at selected City facilities and properties; and

WHEREAS, upon receipt, proposals were turned over to APEG in order to negotiate a best and final offer on behalf of the City for additional locations and pouring rights at various City facilities; and

WHEREAS, because additional time is required for APEG to complete negotiations of key business points and to allow City staff to coordinate and finalize the resulting agreement, the extensions proposed by this Ordinance are necessary to avoid a lapse in service; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of Extension Agreements with Coca-Cola Bottling Company of the Southwest d/b/a San Antonio Coca-Cola Bottling Company and Independent

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Item #21

Vendors of San Antonio for an additional 60 day period, with two 30 day administrative extensions, if necessary, are authorized and approved.

SECTION 2. The City Manager or her designee is authorized, for a 60 day period following the effective date of this Ordinance, to execute the Extension Agreements. Copies of the Extension Agreements, previously executed by Coke and IVSA, are attached to this Ordinance as Exhibits I and II, respectively.

SECTION 3. The Acting Director of Asset Management or his designee is authorized to execute the administrative extensions provided by this Ordinance, should they become necessary.

SECTION 4. Revenue received from these Extension Agreements will be deposited into General Ledger 4401880, Commission from Contracts – Vending and the appropriate Internal Order as listed below, depending on the location of the machine:

240000000020 Vending Machine Commission-General Fund
240000000021 VENDING MACHINES - CONV FAC
240000000022 VENDING MACHINES - ALAMODOME
240000000023 VENDING MACHINES - ENVIRON
240000000024 VENDING MACHINES – PARKING

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 shall be effective on and after the tenth day after passage.

PASSED AND APPROVED this 16th day of March, 2006.



M A Y O R

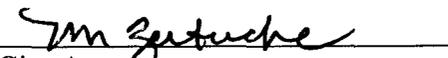
PHIL HARDBERGER

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

Agenda Voting Results

Name: 21.

Date: 03/16/06

Time: 10:02:18 AM

Vote Type: Multiple selection

Description: An Ordinance authorizing the execution of Extension Agreements with Coca-Cola Bottling Company of the Southwest d/b/a San Antonio Coca-Cola Bottling Company for the provision of cold drink vending machine services and Independent Vendors of San Antonio for the provision of snack, fresh/frozen food, and hot drink vending machine services in City-owned and City-leased facilities for an additional 60 day period, with two 30 day administrative extensions, if necessary. [Presented by Shawn Eddy, Interim Director, Asset Management; Erik J. Walsh, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

Exhibit
I

STATE OF TEXAS
COUNTY OF BEXAR

X EXTENSION AGREEMENT TO
X COCA-COLAS'S LICENSE FOR
X VENDING MACHINE SERVICES

THIS INSTRUMENT is made and entered into by and between the City of San Antonio ("City") and Coca-Cola Bottling Company of the Southwest d/b/a San Antonio Coca-Cola Bottling Company ("Contractor").

WHEREAS, under authority granted by Ordinance No. 93492, passed and approved on February 22, 2001, City and Contractor entered Coca-Cola's License for Vending Machine Services ("Original Agreement") for the provision of cold drink vending machine services and the Original Agreement provided for an initial term of five (5) years, which ends on March 31, 2006, with a renewal option of up to five (5) years; and

WHEREAS, City is currently in the process of selecting a beverage vendor and shall require the services of Contractor for at least an additional sixty (60) day period and desires to exercise the available renewal option provided for in the Original Agreement; and

WHEREAS, the City Council of the City of San Antonio has expressed its commitment to contract with Contractor for the proposed renewal period pursuant to Ordinance No. _____, passed and approved on March 16, 2006; NOW THEREFORE,

The Parties agree as follows:

1.01 Based on the applicable provisions authorizing an extension and subject to the terms and conditions set out in this Extension Agreement and Ordinance No. _____, the Parties hereto mutually agree to exercise a sixty (60)-day renewal option and extend their Original Agreement, entered into upon authority granted in Ordinance No. 93492. The Parties further agree to provide for two (2) additional thirty (30)-day administrative renewal options, which shall be exercised, if needed, at the sole discretion of City without further City Council action.

2.01 It is the understanding of the Parties that the fee payable under Section 10.02 of the Original Agreement shall be pro rated for the term of any extension provided under this Extension Agreement. Contractor shall pay City four thousand one hundred and sixty-six dollars and sixty-seven cents (\$4166.67) per month for the term of any extension hereunder and said fee shall be due upon the thirtieth (30th) day of each month of any such extension.

3.01 The Parties agree and understand that, except as modified herein, all terms and conditions contained in the Original Agreement entered into under the authority of Ordinance No. 93492 shall remain the same.

EXECUTED AND SIGNED this _____ day of _____, 2006.

CITY OF SAN ANTONIO

COCA-COLA BOTTLING COMPANY
OF THE SOUTHWEST

City Manager


Name: Carlos J. Ramos
Title: Market Unit - J.P.

ATTEST:

APPROVED:

City Clerk

City Attorney

Exhibit
II

STATE OF TEXAS

X

EXTENSION AGREEMENT TO

X

IVSA'S LICENSE FOR

COUNTY OF BEXAR

X

VENDING SERVICES

THIS INSTRUMENT is made and entered into by and between the City of San Antonio ("City") and Independent Vendors of San Antonio ("Contractor").

WHEREAS, under authority granted by Ordinance No. 93492, passed and approved on February 22, 2001, City and Contractor entered IVSA's License for Vending Services ("Original Agreement") for the provision of certain food and drink vending machine services and the Original Agreement provided for an initial term of five (5) years, which ends on March 31, 2006, with a renewal option of up to five (5) years; and

WHEREAS, City is currently in the process of selecting a snack vendor and shall require the services of Contractor for at least an additional sixty (60) day period and desires to exercise the available renewal option provided for in the Original Agreement; and

WHEREAS, the City Council of the City of San Antonio has expressed its commitment to contract with Contractor for the proposed renewal period pursuant to Ordinance No. _____, passed and approved on March 16, 2006; NOW THEREFORE,

The Parties agree as follows:

1.01 Based on the applicable provisions authorizing an extension and subject to the terms and conditions set out in this Extension Agreement and Ordinance No. _____, the Parties hereto mutually agree to exercise a sixty (60)-day renewal option and extend their Original Agreement, entered into upon authority granted in Ordinance No. 93492. The Parties further agree to provide for two (2) additional thirty (30)-day administrative renewal options, which shall be exercised, if needed, at the sole discretion of City without further City Council action.

2.01 The Parties agree and understand that, except as modified herein, all terms and conditions contained in the Original Agreement entered into under the authority of Ordinance No. 93492 shall remain the same.

EXECUTED AND SIGNED this 3 day of March, 2006.

CITY OF SAN ANTONIO

INDEPENDENT VENDORS OF SAN ANTONIO, LTD.,
a Texas Limited Partnership

City Manager

Independent Vendors of San Antonio LTD
Name: Anthony A Lull
Title: General Partner

ATTEST:

City Clerk

APPROVED:

City Attorney