



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: September 27, 2018
MEETING DATE: October 1, 2018

SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Todd Smith
PRESENTER: Chief Todd Smith

SUBJECT: Vehicle Towing Services.

STATEMENT/PURPOSE

To award multiple contracts to create a towing rotation for law enforcement related services.

BACKGROUND/ALTERNATIVES

The Jackson Police Department has a regular need to tow vehicles for violations of law, for public safety reasons, post traffic accidents, winter street maintenance, abandoned vehicles, and evidentiary purposes.

Previously, the Jackson Police Department has awarded one contract for towing services. This was done to establish clear guidelines and expectations for the tows, ensure fixed prices for budgeting purposes, ensure prompt response times and provide reasonable rates to the public for tow services.

This contract was previously held by Ron's Towing, which expired May 31, 2018 and had been previously extended one year based upon an option written into the contract.

During the course of the last year, the Jackson Police Department has found Ron's Towing hasn't always been available or slow to respond, either because of poor cell reception or other commitments. This highlights the need for the police department to have more than one option when seeking tow services. Historically, this was done with a tow rotation not subject to any contract. While this rotation insured tow truck availability, the lack of a contract did not provide clear guidelines and expectations for the tows, ensure fixed prices for budgeting purposes, ensure prompt response times and provide reasonable rates to the public for tow services.

The Jackson Police Department believes that by combining these two systems, we can insure tow truck availability while also keeping the benefits a contract provides.

STAKEHOLDER ANALYSIS

The stakeholders in this issue include the Town of Jackson, towing providers, and the public.

ATTACHMENTS

Non-Exclusive Vehicle Towing and Impound Storage Professional Services Agreements

FISCAL IMPACT

The Jackson Police Department receives funding from the general fund annually to pay for towing series. No additional funding should be necessary, and the proposed rates are the same as they were previously.

STAFF IMPACT

Staff is impacted minimally each month through administrative duties to reconcile tow related bills that are received from the towing companies for payment. Approximately 1 hour monthly.

LEGAL REVIEW

The suggested contracts between the TOJ and tow companies is a reiteration of a previously used contracts and was modified by the City Attorney.

RECOMMENDATION

Staff recommends that the law enforcement towing series contracts be awarded to those companies willing to sign on to the proposed rotation. These companies include: Ron's Towing, Eagle Towing, and Big Bear/Flat Creek Towing.

SUGGESTED MOTION

I move to approve the Jackson Police Department Towing and Impound Services Agreements with Ron's Towing, Eagle Auto Services, and Big Bear/Flat Creek Towing, and further authorize the Mayor to execute the agreements subject to any minor changes by the Chief of Police or City Attorney.

**Non-Exclusive Vehicle Towing and Impound Storage Professional Services
Agreement**

This Vehicle Towing and Impound Storage Contract for Services, hereinafter "Agreement," is entered into as of this 1st day of October, 2018, by and between the TOWN OF JACKSON, a Wyoming Municipal Corporation, hereinafter referred to as "Town," and Ron's Towing, LLC (d/b/a "Ron's Towing"), a Wyoming corporation, hereinafter referred to as "Company" as follows:

A. GENERAL PROVISIONS

- I. Town agrees to non-exclusively use the Company Towing Services and Company Storage and Release Services (collectively "Work") as defined below in connection with vehicle towing and storage as may be required or needed. The Company will be used by the Town as one of at minimum two (2) companies performing such Work and will be dispatched on a rotating basis as outlined in Subsection B below.
- II. The Initial Term of the Agreement is from October 1, 2018 through September 30, 2019. However, if the Work has been satisfactorily provided and all parties are agreeable, this Agreement may be renewed annually in one (1) year increments.
- III. Company agrees to provide said Work as required and requested by the Town during the Initial Term and any renewal increments agreed to.
- IV. This Agreement constitutes the sum total of the contractual Work between Town and Company and supersedes all previous agreements, verbal and written.
- V. The Work to be performed under this Agreement in connection with the services defined below shall include the furnishing of all materials, labor, and equipment required for said services.
- VI. Company agrees to perform all services and Work to the satisfaction of the Town and to the standards set forth herein. In the event the Town determines the Work is not being performed in accordance with the terms of this Agreement, or, the Work is, in whole or in part, negligently or improperly performed, or the Company has failed to provide professional, timely, and courteous service and/or prompt response to calls for assistance, the Town may terminate this Agreement immediately upon providing written notification of such termination to the Company whose Work is not completed to the satisfaction of the Town and/or standards set forth herein.
- VII. Town and Company reserve the right to terminate this Agreement for any reason upon thirty (30) days advance written notice to the other party sent via certified mail.
- VIII. Under the terms of this Agreement, Town and its agents shall have full access to the premises, facilities, and records of the Company to investigate any and all actions of the Company required under this Agreement, provided that said investigation shall be reasonably conducted by the Town.
- IX. Company agrees to indemnify and hold harmless Town against any and all damages to property, or injuries to, or death to any person or persons, including property and employees or agents of Town, and shall defend, indemnify and hold harmless Town from any and all claims, demands, suits, actions or pleadings of any kind or nature, including Workers'

Compensation claims and mechanics' claims for materials or labor used under the terms of this Agreement or by anyone in any way resulting from or arising out of the operations and actions of the Company, including operations of a subcontractor, or acts or omissions of employees or agents of the Company.

- X. Company shall not assign this Agreement without the prior written consent of the Town but may subcontract a portion of the services and/or Work provided as needed. The Company agrees to provide to the Town prior notification of intent to subcontract towing services and/or Work that extend beyond occasional single event or emergency situations.
- XI. The Laws of Wyoming and the provision of the Jackson Municipal Code and Ordinances of the Town of Jackson shall govern this Agreement.
- XII. Company shall provide the Town a list of all tow truck drivers' names and drivers' license numbers. This list shall be updated as staffing changes occur and it is the responsibility of the Company to provide updates to the Town whenever its staff changes.
- XIII. All tow truck drivers shall possess a valid Wyoming driver license of the appropriate class or a valid license from a State in which they claim residency if other than Wyoming. The Company assumes full responsibility and liability for all property entrusted to it, including all property and equipment thereof and indemnifies and holds harmless the Town against all claims for damages to vehicles and property entrusted to its care and control.
- XIV. Company shall obtain and maintain *motor carrier operating authority* with the Wyoming Department of Transportation (WYDOT), as required by Wyoming state law, and provide a copy of said document to the Town Clerk. Additionally, the Company shall meet all requirements of operation set forth by Wyoming state law and regulations governing towing and storage Company.

B. DEFINED TOWING, AND STORAGE AND RELEASE SERVICES ("WORK")

TOWING SERVICE

- XV. Company agrees to tow and remove all vehicles upon the request of the Town of Jackson Police Department. Upon receipt of any request for service, the Company shall dispatch a tow truck to the destination designated by the employee or agent of the Jackson Police Department within ten (10) minutes of receiving the call. Upon arrival at the destination, the Company shall remove any vehicle designated for such removal by any Town of Jackson Police Officer or Community Service Officer to the Company's designated storage area unless otherwise instructed.
- XVI. Town shall request towing services from Company on a sequential rotating basis. If Company does not dispatch a tow truck within the time limit set forth above in subsection B(XV), the Town will request the services of the next tow company in rotation. If Company fails to dispatch a tow truck and the Town calls the next tow company in the rotating order for service, the failure to dispatch constitutes Company's turn in the rotation.
- XVII. Until such time as the Town is notified that a tow company other than Jackson Towing Partners, LLC can take service calls for Oversized Vehicles, defined as any vehicle

requiring a semi-tractor-tow-truck to tow, the Town will first and only call Jackson Towing Partners, LLC when a call for service for an Oversized Vehicle, as defined herein, is received. Such calls will *not* constitute Jackson Towing Partners, LLC turn in the sequential rotation and, after such call for service, the next tow company in the sequential rotation order due for a call for service prior to the Oversized Vehicle will be called, whether or not that is Jackson Towing Partners, LLC.

XVIII. Company shall provide Town a twenty-four (24) hour contact number to request towing service and shall be available for calls from the Jackson Police Department twenty-four (24) hours a day, every day of the year. Company shall respond to all such calls on a first-priority basis.

XIX. Company's designated storage area shall have signage clearly identifying Company, including a contact number for persons attempting to claim vehicles. Company further agrees to ensure that all holds placed on an impounded vehicle are canceled by the Jackson Hole Police Department prior to release of the vehicle by contacting the Investigations Supervisor at 307-733-1430.

XX. When debris, shattered glass, or other material is located at a tow site and when such debris is related to the vehicle(s) being towed, Company or the subcontractor(s) shall remove such material from the street or right-of-way as a regular part of its obligations hereunder for no additional fee. It is agreed by the parties that Company or the subcontractor(s) shall not be required to remove flammable, explosive, or other dangerous materials.

XXI. A towing receipt/invoice shall be written by Company each time Company or a subcontractor(s) supplies services or Work to the Town and the following information shall be recorded by Company or the subcontractor(s) on the receipt:

- a. Date and time of call (including a.m. or p.m.)
- b. Vehicle owner's or responsible party's name and address, if known
- c. Description of vehicle, including license plate number and state of issue
- d. Location and/or address of location towed from
- e. Location where vehicle will be towed to
- f. Name of tow truck driver performing tow
- g. Name and badge number of the police officer or community service officer requesting towing service or work
- h. Notation of any pre-existing damage that can be seen on the exterior of the vehicle as noted by the tow truck driver

STORAGE AND RELEASE SERVICES

XXII. Company agrees to provide a secure storage area within Teton County for the storage of impounded vehicles. Said storage area shall be a fenced area with security precautions sufficient to protect any vehicles and property contained therein. Company agrees to make an employee available to respond (within a reasonable amount of time) to said storage location during regular business hours 8a.m.-5p.m., Mon-Sun, so that the public may pay all fees due and take possession of vehicles.

APPENDIX A

TOWING AND STORAGE FEE SCHEDULE (As of September of 2018)

All regular tows per vehicle	\$125 (storage free first 24-hours)
Storage fee on all regular tows	\$50 per day (after first 24-hours)
All snow-tows per vehicle	\$125 (storage free first 24-hours)
Storage fee on all snow-tows.	\$50 per day (after first 24-hours)
No gate fees or after-hour fees/charges permitted	\$0
Jumpstarts, lockout, tire change, and fuel delivery etc.	\$80 flat rate \$95 flat rate for large RV or Semi
All heavy-duty towing requiring a semi-tractor to tow	\$300 per hour (minimum 1-hour)

*Note – “Special services” beyond normal towing circumstances shall be negotiated and approved on an individual basis by a police department supervisor prior to work being performed.

E. PAYMENT FOR SERVICES

- XXVII. Company shall assess fees in accordance with the fee schedule in Appendix A.
- XXVIII. Company shall submit monthly invoices with appropriate backup documentation for approval and payment on all tows delivered to Town impound yards (i.e. evidentiary tows). Invoices shall be sent to:

Jackson Police Department
ATTN: Lieutenant
PO Box 1687
Jackson, WY, 83001.

- XXIX. Company shall collect payment for towing services directly from the registered owner of the vehicle for tows delivered to Company's impound yard and shall not bill the Town for those charges. (i.e. snow-tows, non-evidentiary tows, hazard tows etc.)

F. BUSINESS ADDRESSES

- XXX. Any notices or correspondence sent pursuant to this Agreement shall be mailed to the respective parties at the following addresses:

Operations Lieutenant – Accounts Payable
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

RON'S TOWING (Ron's Towing, LLC).
P.O. Box 8730
Jackson, WY 83002

And

TOWN OF JACKSON, Wyoming (Municipal Corporation)
Town Clerk
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

XXIII. Company is not permitted to charge "gate-fees" or "after-hour" fees for the release of impounded vehicles that would be additional fees not included on Appendix "A" of this Agreement.

C. INSURANCE

XXIV. Company and all subcontractors shall maintain statutory Workers' Compensation and Employers' Liability Insurance for the duration of this Agreement. Further, Company and all subcontractors shall maintain liability insurance in the form of a comprehensive general and automobile liability policy for the duration of this Agreement. Such policy(s) shall remain in effect for each tow truck to be used and shall protect Company from claims for bodily injury, including death, to its employees and all others, from claims for property damage, and/or all which may arise out of or result from Company's or any subcontractor(s) operations under this Agreement and shall name the Town as an additional insured. This insurance shall be in sufficient amounts to reasonably assure the Company' solvency in the event of any injuries, deaths, or property damage with the following minimum limits:

<u>Per Occurrence</u>	<u>Aggregate</u>
Bodily Injury: \$1,000,000.00	\$2,000,000.00
Property Damage:	\$1,000,000.00

XXV. Company shall not commence Work and/or services under this Agreement until it has obtained all insurance required hereunder and the Town has approved such insurance. Certificates of such insurance shall be filed with the Town Clerk prior to commencing Work and/or services. The insurance required under the terms of this Agreement must be written by an insurance company licensed to conduct business in the State of Wyoming. At time of issue, the aforementioned insurance policy shall be rated no less than "A-" by the A.M. Best Company. Company nor any subcontractors shall cause any policy to be cancelled or permit any policy to lapse while this Agreement is in effect.

D. INDEMNIFICATION

XXVI. Company and all subcontractor(s) agree to indemnify and hold harmless Town, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Company, any subcontractor of the Company, or any officer, employee, representative, or agent of the Company, or which arise out of any Workers' Compensation claim of any employee of the Company or any employee of any subcontractor to the Company; except to the extent such liability, claim, or demand arises through the negligence of the Town, its officers, employees, or agents. The Company agree to investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of the Company. The Company also agree to bear all other costs and expenses related thereto, including court costs and attorney's fees.

The above parties have entered into this Agreement on the _____ day of _____, 2018.

TOWN OF JACKSON, a Wyoming Municipal Corporation

By: _____

Pete Muldoon

Mayor

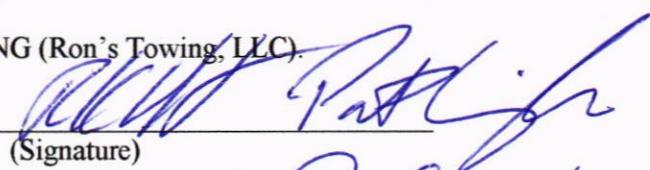
ATTEST:

Sandra P. Birdyshaw

RON'S TOWING (Ron's Towing, LLC).

By: _____

(Signature)


Rick Hunt Pat Cunningham

(Name Printed)

Ron's Towing, LLC (D/B/A Ron's Towing).

**Non-Exclusive Vehicle Towing and Impound Storage Professional Services
Agreement**

This Vehicle Towing and Impound Storage Contract for Services, hereinafter "Agreement," is entered into as of this 1st day of October, 2018, by and between the TOWN OF JACKSON, a Wyoming Municipal Corporation, hereinafter referred to as "Town," and Eagle Auto Services, LLC (d/b/a "VALLEY CAR SERVICE CENTER & EAGLE TOWING,"), a Wyoming corporation, hereinafter referred to as "Company" as follows:

A. GENERAL PROVISIONS

- I. Town agrees to non-exclusively use the Company Towing Services and Company Storage and Release Services (collectively "Work") as defined below in connection with vehicle towing and storage as may be required or needed. The Company will be used by the Town as one of at minimum two (2) companies performing such Work and will be dispatched on a rotating basis as outlined in Subsection B below.
- II. The Initial Term of the Agreement is from October 1, 2018 through September 30, 2019. However, if the Work has been satisfactorily provided and all parties are agreeable, this Agreement may be renewed annually in one (1) year increments.
- III. Company agrees to provide said Work as required and requested by the Town during the Initial Term and any renewal increments agreed to.
- IV. This Agreement constitutes the sum total of the contractual Work between Town and Company and supersedes all previous agreements, verbal and written.
- V. The Work to be performed under this Agreement in connection with the services defined below shall include the furnishing of all materials, labor, and equipment required for said services.
- VI. Company agrees to perform all services and Work to the satisfaction of the Town and to the standards set forth herein. In the event the Town determines the Work is not being performed in accordance with the terms of this Agreement, or, the Work is, in whole or in part, negligently or improperly performed, or the Company has failed to provide professional, timely, and courteous service and/or prompt response to calls for assistance, the Town may terminate this Agreement immediately upon providing written notification of such termination to the Company whose Work is not completed to the satisfaction of the Town and/or standards set forth herein.
- VII. Town and Company reserve the right to terminate this Agreement for any reason upon thirty (30) days advance written notice to the other party sent via certified mail.
- VIII. Under the terms of this Agreement, Town and its agents shall have full access to the premises, facilities, and records of the Company to investigate any and all actions of the Company required under this Agreement, provided that said investigation shall be reasonably conducted by the Town.
- IX. Company agrees to indemnify and hold harmless Town against any and all damages to property, or injuries to, or death to any person or persons, including property and employees or agents of Town, and shall defend, indemnify and hold harmless Town from any and all claims, demands, suits, actions or pleadings of any kind or nature, including Workers'

Compensation claims and mechanics' claims for materials or labor used under the terms of this Agreement or by anyone in any way resulting from or arising out of the operations and actions of the Company, including operations of a subcontractor, or acts or omissions of employees or agents of the Company.

- X. Company shall not assign this Agreement without the prior written consent of the Town but may subcontract a portion of the services and/or Work provided as needed. The Company agrees to provide to the Town prior notification of intent to subcontract towing services and/or Work that extend beyond occasional single event or emergency situations.
- XI. The Laws of Wyoming and the provision of the Jackson Municipal Code and Ordinances of the Town of Jackson shall govern this Agreement.
- XII. Company shall provide the Town a list of all tow truck drivers' names and drivers' license numbers. This list shall be updated as staffing changes occur and it is the responsibility of the Company to provide updates to the Town whenever its staff changes.
- XIII. All tow truck drivers shall possess a valid Wyoming driver license of the appropriate class or a valid license from a State in which they claim residency if other than Wyoming. The Company assumes full responsibility and liability for all property entrusted to it, including all property and equipment thereof and indemnifies and holds harmless the Town against all claims for damages to vehicles and property entrusted to its care and control.
- XIV. Company shall obtain and maintain *motor carrier operating authority* with the Wyoming Department of Transportation (WYDOT), as required by Wyoming state law, and provide a copy of said document to the Town Clerk. Additionally, the Company shall meet all requirements of operation set forth by Wyoming state law and regulations governing towing and storage Company.

B. DEFINED TOWING, AND STORAGE AND RELEASE SERVICES ("WORK")

TOWING SERVICE

- XV. Company agrees to tow and remove all vehicles upon the request of the Town of Jackson Police Department. Upon receipt of any request for service, the Company shall dispatch a tow truck to the destination designated by the employee or agent of the Jackson Police Department within ten (10) minutes of receiving the call. Upon arrival at the destination, the Company shall remove any vehicle designated for such removal by any Town of Jackson Police Officer or Community Service Officer to the Company's designated storage area unless otherwise instructed.
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- XVII. Until such time as the Town is notified that a tow company other than Jackson Towing Partners, LLC can take service calls for Oversized Vehicles, defined as any vehicle

requiring a semi-tractor-tow-truck to tow, the Town will first and only call Jackson Towing Partners, LLC when a call for service for an Oversized Vehicle, as defined herein, is received. Such calls will *not* constitute Jackson Towing Partners, LLC turn in the sequential rotation and, after such call for service, the next tow company in the sequential rotation order due for a call for service prior to the Oversized Vehicle will be called, whether or not that is Jackson Towing Partners, LLC.

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XIX. Company's designated storage area shall have signage clearly identifying Company, including a contact number for persons attempting to claim vehicles. Company further agrees to ensure that all holds placed on an impounded vehicle are canceled by the Jackson Hole Police Department prior to release of the vehicle by contacting the Investigations Supervisor at 307-733-1430.

XX. When debris, shattered glass, or other material is located at a tow site and when such debris is related to the vehicle(s) being towed, Company or the subcontractor(s) shall remove such material from the street or right-of-way as a regular part of its obligations hereunder for no additional fee. It is agreed by the parties that Company or the subcontractor(s) shall not be required to remove flammable, explosive, or other dangerous materials.

XXI. A towing receipt/invoice shall be written by Company each time Company or a subcontractor(s) supplies services or Work to the Town and the following information shall be recorded by Company or the subcontractor(s) on the receipt:

- a. Date and time of call (including a.m. or p.m.)
- b. Vehicle owner's or responsible party's name and address, if known
- c. Description of vehicle, including license plate number and state of issue
- d. Location and/or address of location towed from
- e. Location where vehicle will be towed to
- f. Name of tow truck driver performing tow
- g. Name and badge number of the police officer or community service officer requesting towing service or work
- h. Notation of any pre-existing damage that can be seen on the exterior of the vehicle as noted by the tow truck driver

STORAGE AND RELEASE SERVICES

XXII. Company agrees to provide a secure storage area within Teton County for the storage of impounded vehicles. Said storage area shall be a fenced area with security precautions sufficient to protect any vehicles and property contained therein. Company agrees to make an employee available to respond (within a reasonable amount of time) to said storage location during regular business hours 8a.m.-5p.m., Mon-Sun, so that the public may pay all fees due and take possession of vehicles.

XXIII. Company is not permitted to charge "gate-fees" or "after-hour" fees for the release of impounded vehicles that would be additional fees not included on Appendix "A" of this Agreement.

C. INSURANCE

XXIV. Company and all subcontractors shall maintain statutory Workers' Compensation and Employers' Liability Insurance for the duration of this Agreement. Further, Company and all subcontractors shall maintain liability insurance in the form of a comprehensive general and automobile liability policy for the duration of this Agreement. Such policy(s) shall remain in effect for each tow truck to be used and shall protect Company from claims for bodily injury, including death, to its employees and all others, from claims for property damage, and/or all which may arise out of or result from Company's or any subcontractor(s) operations under this Agreement and shall name the Town as an additional insured. This insurance shall be in sufficient amounts to reasonably assure the Company' solvency in the event of any injuries, deaths, or property damage with the following minimum limits:

<u>Per Occurrence</u>	<u>Aggregate</u>
Bodily Injury: \$1,000,000.00	\$2,000,000.00
Property Damage:	\$1,000,000.00

XXV. Company shall not commence Work and/or services under this Agreement until it has obtained all insurance required hereunder and the Town has approved such insurance. Certificates of such insurance shall be filed with the Town Clerk prior to commencing Work and/or services. The insurance required under the terms of this Agreement must be written by an insurance company licensed to conduct business in the State of Wyoming. At time of issue, the aforementioned insurance policy shall be rated no less than "A-" by the A.M. Best Company. Company nor any subcontractors shall cause any policy to be cancelled or permit any policy to lapse while this Agreement is in effect.

D. INDEMNIFICATION

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E. PAYMENT FOR SERVICES

XXVII. Company shall assess fees in accordance with the fee schedule in Appendix A.

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Jackson Police Department
ATTN: Lieutenant
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XXIX. Company shall collect payment for towing services directly from the registered owner of the vehicle for tows delivered to Company's impound yard and shall not bill the Town for those charges. (i.e. snow-tows, non-evidentiary tows, hazard tows etc.)

F. BUSINESS ADDRESSES

XXX. Any notices or correspondence sent pursuant to this Agreement shall be mailed to the respective parties at the following addresses:

Operations Lieutenant – Accounts Payable
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

EAGLE TOWING (Eagle Auto Services, LLC).
P.O. Box 10065
Jackson, WY 83002

And

TOWN OF JACKSON, Wyoming (Municipal Corporation)
Town Clerk
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

The above parties have entered into this Agreement on the _____ day of _____, 2018.

TOWN OF JACKSON, a Wyoming Municipal Corporation

By: _____

Pete Muldoon

Mayor

ATTEST:

Sandra P. Birdyshaw

EAGLE TOWING (Eagle Auto Services, LLC).

By: 

(Signature)

Tom Heiner

(Name Printed)

Eagle Auto Services, LLC (D/B/A Eagle Towing).

APPENDIX A

TOWING AND STORAGE FEE SCHEDULE (As of September of 2018)

All regular tows per vehicle	\$125 (storage free first 24-hours)
Storage fee on all regular tows	\$50 per day (after first 24-hours)
All snow-tows per vehicle	\$125 (storage free first 24-hours)
Storage fee on all snow-tows.	\$50 per day (after first 24-hours)
No gate fees or after-hour fees/charges permitted	\$0
Jumpstarts, lockout, tire change, and fuel delivery etc.	\$80 flat rate \$95 flat rate for large RV or Semi
All heavy-duty towing requiring a semi-tractor to tow	\$300 per hour (minimum 1-hour)

*Note – “Special services” beyond normal towing circumstances shall be negotiated and approved on an individual basis by a police department supervisor prior to work being performed.

**Non-Exclusive Vehicle Towing and Impound Storage Professional Services
Agreement**

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A. GENERAL PROVISIONS

- I. Town agrees to non-exclusively use the Company Towing Services and Company Storage and Release Services (collectively "Work") as defined below in connection with vehicle towing and storage as may be required or needed. The Company will be used by the Town as one of at minimum two (2) companies performing such Work and will be dispatched on a rotating basis as outlined in Subsection B below.
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- V. The Work to be performed under this Agreement in connection with the services defined below shall include the furnishing of all materials, labor, and equipment required for said services.
- VI. Company agrees to perform all services and Work to the satisfaction of the Town and to the standards set forth herein. In the event the Town determines the Work is not being performed in accordance with the terms of this Agreement, or, the Work is, in whole or in part, negligently or improperly performed, or the Company has failed to provide professional, timely, and courteous service and/or prompt response to calls for assistance, the Town may terminate this Agreement immediately upon providing written notification of such termination to the Company whose Work is not completed to the satisfaction of the Town and/or standards set forth herein.
- VII. Town and Company reserve the right to terminate this Agreement for any reason upon thirty (30) days advance written notice to the other party sent via certified mail.
- VIII. Under the terms of this Agreement, Town and its agents shall have full access to the premises, facilities, and records of the Company to investigate any and all actions of the Company required under this Agreement, provided that said investigation shall be reasonably conducted by the Town.
- IX. Company agrees to indemnify and hold harmless Town against any and all damages to property, or injuries to, or death to any person or persons, including property and employees or agents of Town, and shall defend, indemnify and hold harmless Town from any and all claims, demands, suits, actions or pleadings of any kind or nature, including Workers'

Compensation claims and mechanics' claims for materials or labor used under the terms of this Agreement or by anyone in any way resulting from or arising out of the operations and actions of the Company, including operations of a subcontractor, or acts or omissions of employees or agents of the Company.

- X. Company shall not assign this Agreement without the prior written consent of the Town but may subcontract a portion of the services and/or Work provided as needed. The Company agrees to provide to the Town prior notification of intent to subcontract towing services and/or Work that extend beyond occasional single event or emergency situations.
- XI. The Laws of Wyoming and the provision of the Jackson Municipal Code and Ordinances of the Town of Jackson shall govern this Agreement.
- XII. Company shall provide the Town a list of all tow truck drivers' names and drivers' license numbers. This list shall be updated as staffing changes occur and it is the responsibility of the Company to provide updates to the Town whenever its staff changes.
- XIII. All tow truck drivers shall possess a valid Wyoming driver license of the appropriate class or a valid license from a State in which they claim residency if other than Wyoming. The Company assumes full responsibility and liability for all property entrusted to it, including all property and equipment thereof and indemnifies and holds harmless the Town against all claims for damages to vehicles and property entrusted to its care and control.
- XIV. Company shall obtain and maintain *motor carrier operating authority* with the Wyoming Department of Transportation (WYDOT), as required by Wyoming state law, and provide a copy of said document to the Town Clerk. Additionally, the Company shall meet all requirements of operation set forth by Wyoming state law and regulations governing towing and storage Company.

B. DEFINED TOWING, AND STORAGE AND RELEASE SERVICES ("WORK")

TOWING SERVICE

- XV. Company agrees to tow and remove all vehicles upon the request of the Town of Jackson Police Department. Upon receipt of any request for service, the Company shall dispatch a tow truck to the destination designated by the employee or agent of the Jackson Police Department within ten (10) minutes of receiving the call. Upon arrival at the destination, the Company shall remove any vehicle designated for such removal by any Town of Jackson Police Officer or Community Service Officer to the Company's designated storage area unless otherwise instructed.
- XVI. Town shall request towing services from Company on a sequential rotating basis. If Company does not dispatch a tow truck within the time limit set forth above in subsection B(XV), the Town will request the services of the next tow company in rotation. If Company fails to dispatch a tow truck and the Town calls the next tow company in the rotating order for service, the failure to dispatch constitutes Company's turn in the rotation.
- XVII. Until such time as the Town is notified that a tow company other than Jackson Towing Partners, LLC can take service calls for Oversized Vehicles, defined as any vehicle

requiring a semi-tractor-tow-truck to tow, the Town will first and only call Jackson Towing Partners, LLC when a call for service for an Oversized Vehicle, as defined herein, is received. Such calls will *not* constitute Jackson Towing Partners, LLC turn in the sequential rotation and, after such call for service, the next tow company in the sequential rotation order due for a call for service prior to the Oversized Vehicle will be called, whether or not that is Jackson Towing Partners, LLC.

- XVIII. Company shall provide Town a twenty-four (24) hour contact number to request towing service and shall be available for calls from the Jackson Police Department twenty-four (24) hours a day, every day of the year. Company shall respond to all such calls on a first-priority basis.
- XIX. Company's designated storage area shall have signage clearly identifying Company, including a contact number for persons attempting to claim vehicles. Company further agrees to ensure that all holds placed on an impounded vehicle are canceled by the Jackson Hole Police Department prior to release of the vehicle by contacting the Investigations Supervisor at 307-733-1430.
- XX. When debris, shattered glass, or other material is located at a tow site and when such debris is related to the vehicle(s) being towed, Company or the subcontractor(s) shall remove such material from the street or right-of-way as a regular part of its obligations hereunder for no additional fee. It is agreed by the parties that Company or the subcontractor(s) shall not be required to remove flammable, explosive, or other dangerous materials.
- XXI. A towing receipt/invoice shall be written by Company each time Company or a subcontractor(s) supplies services or Work to the Town and the following information shall be recorded by Company or the subcontractor(s) on the receipt:
 - a. Date and time of call (including a.m. or p.m.)
 - b. Vehicle owner's or responsible party's name and address, if known
 - c. Description of vehicle, including license plate number and state of issue
 - d. Location and/or address of location towed from
 - e. Location where vehicle will be towed to
 - f. Name of tow truck driver performing tow
 - g. Name and badge number of the police officer or community service officer requesting towing service or work
 - h. Notation of any pre-existing damage that can be seen on the exterior of the vehicle as noted by the tow truck driver

STORAGE AND RELEASE SERVICES

- XXII. Company agrees to provide a secure storage area within Teton County for the storage of impounded vehicles. Said storage area shall be a fenced area with security precautions sufficient to protect any vehicles and property contained therein. Company agrees to make an employee available to respond (within a reasonable amount of time) to said storage location during regular business hours 8a.m.-5p.m., Mon-Sun, so that the public may pay all fees due and take possession of vehicles.

XXIII. Company is not permitted to charge "gate-fees" or "after-hour" fees for the release of impounded vehicles that would be additional fees not included on Appendix "A" of this Agreement.

C. INSURANCE

XXIV. Company and all subcontractors shall maintain statutory Workers' Compensation and Employers' Liability Insurance for the duration of this Agreement. Further, Company and all subcontractors shall maintain liability insurance in the form of a comprehensive general and automobile liability policy for the duration of this Agreement. Such policy(s) shall remain in effect for each tow truck to be used and shall protect Company from claims for bodily injury, including death, to its employees and all others, from claims for property damage, and/or all which may arise out of or result from Company's or any subcontractor(s) operations under this Agreement and shall name the Town as an additional insured. This insurance shall be in sufficient amounts to reasonably assure the Company' solvency in the event of any injuries, deaths, or property damage with the following minimum limits:

	<u>Per Occurrence</u>	<u>Aggregate</u>
Bodily Injury:	\$1,000,000.00	\$2,000,000.00
Property Damage:		\$1,000,000.00

XXV. Company shall not commence Work and/or services under this Agreement until it has obtained all insurance required hereunder and the Town has approved such insurance. Certificates of such insurance shall be filed with the Town Clerk prior to commencing Work and/or services. The insurance required under the terms of this Agreement must be written by an insurance company licensed to conduct business in the State of Wyoming. At time of issue, the aforementioned insurance policy shall be rated no less than "A-" by the A.M. Best Company. Company nor any subcontractors shall cause any policy to be cancelled or permit any policy to lapse while this Agreement is in effect.

D. INDEMNIFICATION

XXVI. Company and all subcontractor(s) agree to indemnify and hold harmless Town, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Company, any subcontractor of the Company, or any officer, employee, representative, or agent of the Company, or which arise out of any Workers' Compensation claim of any employee of the Company or any employee of any subcontractor to the Company; except to the extent such liability, claim, or demand arises through the negligence of the Town, its officers, employees, or agents. The Company agree to investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of the Company. The Company also agree to bear all other costs and expenses related thereto, including court costs and attorney's fees.

E. PAYMENT FOR SERVICES

- XXVII. Company shall assess fees in accordance with the fee schedule in Appendix A.
- XXVIII. Company shall submit monthly invoices with appropriate backup documentation for approval and payment on all tows delivered to Town impound yards (i.e. evidentiary tows). Invoices shall be sent to:

Jackson Police Department
ATTN: Lieutenant
PO Box 1687
Jackson, WY, 83001.

- XXIX. Company shall collect payment for towing services directly from the registered owner of the vehicle for tows delivered to Company's impound yard and shall not bill the Town for those charges. (i.e. snow-tows, non-evidentiary tows, hazard tows etc.)

F. BUSINESS ADDRESSES

- XXX. Any notices or correspondence sent pursuant to this Agreement shall be mailed to the respective parties at the following addresses:

Operations Lieutenant – Accounts Payable
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

Big Bear/Flat Creek Towing (Jackson Towing Partners, LLC).
P.O. Box 6356
Jackson, WY 83001

And

TOWN OF JACKSON, Wyoming (Municipal Corporation)
Town Clerk
Jackson Police Department
P.O. Box 1687
Jackson, WY 83001

The above parties have entered into this Agreement on the _____ day of _____, 2018.

TOWN OF JACKSON, a Wyoming Municipal Corporation

By: _____
Pete Muldoon
Mayor

ATTEST:

Sandra P. Birdyshaw

BIG BEAR/FLAT CREEK TOWING (Jackson Towing Partners, LLC).

By: Shelia Goble
(Signature)
Shelia Goble
(Name Printed)

Jackson Towing Partners, LLC (D/B/A Big Bear/Flat Creek Towing).

APPENDIX A

TOWING AND STORAGE FEE SCHEDULE (As of September of 2018)

All regular tows per vehicle	\$125 (storage free first 24-hours)
Storage fee on all regular tows	\$50 per day (after first 24-hours)
All snow-tows per vehicle	\$125 (storage free first 24-hours)
Storage fee on all snow-tows.	\$50 per day (after first 24-hours)
No gate fees or after-hour fees/charges permitted	\$0
Jumpstarts, lockout, tire change, and fuel delivery etc.	\$80 flat rate \$95 flat rate for large RV or Semi
All heavy-duty towing requiring a semi-tractor to tow	\$300 per hour (minimum 1-hour)

*Note – “Special services” beyond normal towing circumstances shall be negotiated and approved on an individual basis by a police department supervisor prior to work being performed.