

**WRECKER AGREEMENT BETWEEN
THE CITY OF BURLESON**

This Agreement is entered into by and between the City of Burleson, Texas, a home rule municipal corporation located in Tarrant County and Johnson County, Texas, hereinafter called "City," acting by and through its duly authorized City Manager, Bryan Langley, and

JDB Towing, LLC dba Beard's Towing, a Texas LLC, hereinafter called "Operator" acting by and through its duly authorized owner(s), James D Bennett Jr.

WHEREAS, the City of Burleson heretofore adopted Ordinances Numbers B-678 and 738 providing for regulations applicable to certain wrecker and towing services within the City of Burleson; and

WHEREAS, pursuant to Ordinances Numbers B-678 and 738, the City Council deems it in the best interests of the citizens of Burleson to enter into an agreement for the providing of wrecker services where needed pursuant to the exercise of the City's police and governmental powers.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I.

SCOPE

The City hereby contracts with Operator for the providing of emergency and non-emergency wrecker service requested by the City. Operator agrees to provide wrecker service pulls called by police authority to be towed to a designated impound area, such as illegally parked, inoperable or disabled vehicles, abandoned vehicles, vehicles involved in accidents where the owner is not able to request a wrecker and in situations where the vehicle driver is hospitalized or incarcerated.

II.

TERM

This Agreement shall be for a term of five years commencing on date the agreement becomes fully executed. Provided Operator is in compliance with the provisions of this Agreement. Notwithstanding the above, either party may cancel this Agreement upon 30 days written notice to the other party.

III.

PRIMARY WRECKER SERVICE

During the term of this Agreement and so long as Operator shall not be in default of any of its obligations hereunder, Operator shall be entitled to serve as a towing and storage provider for the towing and storage of motor vehicles requested by the City. The City shall utilize Operator, together with other operators awarded a contract with the City, on a rotation basis for requested police tows except in emergency situations or in situations requiring equipment, personnel or storage facilities that cannot be promptly provided by Operator, as determined by the City. The decision of whether to use additional wrecker services in emergency situations shall be made by the City's Police Chief or his/her designated representative in their sole discretion. In the event that Operator is unable to provide wrecker service as requested by the City, Operator shall immediately advise the Police Department in order that additional wrecker service may be procured. The City reserves the right to limit the number of operators in the approved rotation as determined to be in the City's best interest.

III.

OPERATOR'S OBLIGATIONS

In performing services under this Agreement, Operator agrees to comply with the following obligations:

A. Operator agrees to:

1. Operate wreckers and towed vehicles in a safe and secure manner;
2. respond to calls for wrecker service, 24 hours a day, seven days a week, within 30 minutes from request for service within the City and 35 minutes within a 10-mile radius, if called outside the City limits; and
3. Tow vehicles in compliance with the following:
 - a. Police and fire directed tows will be taken to the storage facility, or any other location as specified by the officer in charge.
 - b. All charges for wrecker service will be in accordance with contract rates.
 - c. Operator will not tow a vehicle when requested by the Police Department, unless there is a representative of the City at the scene. The City reserves the right, at the request of the Police Department or Fire Department to cancel any wrecker call prior to the driver hooking into the vehicle.

- B. Operator agrees not to recommend an owner use a particular body shop or garage. Towing equipment and vehicles will not contain advertisements for or make reference to

body shops and/or garages.

C. Operator shall not subcontract, sublet, or transfer any rights, responsibilities or duties under terms of this Agreement without the written approval of the City.

D. Throughout the term of this Agreement, Operator agrees that it shall:

1. Maintain in good standing, without any reduction in scope or authority, its certificates of convenience and necessity as issued by the Texas Department of Transportation and the United States Interstate Commerce Commission and shall maintain all other licenses, permits, certifications and approvals pursuant to state and federal regulations for the operation of its wrecker business, facility and equipment;
2. Employ and maintain a sufficient number of personnel to provide a minimum service of one wrecker unit at the time of a call for service; and
3. Keep all information required by this Agreement to be provided to the City updated and current.

E. Operator must maintain a storage facility within the City limits of Burleson during the of term of this agreement.

V.

EQUIPMENT

A. Operator agrees to provide at least one wrecker vehicle at least a ton and ½ in size and with the following equipment:

1. Each wrecker shall be equipped with a power or hand-operated winch line and boom or lifting device with a factory capacity of not less than 8,000 pounds single capacity hydraulic power.
2. Each wrecker shall carry as standard equipment safety chains, a fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a container to carry debris.
3. Each wrecker shall have inscribed on each side in letters not less than three inches in height the name, address and telephone number of the wrecker business.
4. Each wrecker shall be equipped so as to provide two-way voice communication by mobile telephone or radio with the Operator's base station at all times.

5. Each wrecker shall be equipped with overhead flashing emergency lights, visible from 1,000 feet.

B. Operator shall:

1. Provide a trailer, tilt-bed vehicle or other similar vehicle capable of handling the safe movement of motorcycles, front-wheel drive vehicles, and large vehicle component parts;
2. Provide or have immediate access to at least one wrecker capable of towing a tractor trailer or larger vehicle (Operator may satisfy this requirement by contractor with another business which provides such a wrecker. Operator shall provide proof of ability to access such a vehicle, i.e. by providing a copy of such a contract to City's Purchasing Manager);
3. Maintain all vehicles and equipment in a good working condition, subject only to replacement thereof in the normal course of business, in substantially equivalent form; and
4. Have ready access to sand or equivalent absorbing material to be used to soak up fluid spills at accident scenes of 25 gallons or less, if called to the scene of an accident; and
5. Completely remove from the street all debris, including broken glass, before leaving the accident site.

VI. STORAGE FACILITIES

- A. Operator shall take all vehicles towed pursuant to this Agreement to the Operator's storage facility, or to such location as directed by the City or as Operator and the vehicle owner may agree to. Operator shall maintain its storage facility in compliance with all applicable state laws and city ordinances and in a proper condition and state of repair, without the accumulation of vegetation, litter, trash and debris. Operator shall store and maintain all vehicles and/or vehicle parts in a neat and presentable condition and secured from unlawful tampering and vandalism.
- B. The storage facility must contain space for at least 10 vehicles
- C. All storage facilities operated by Operator shall comply with all legal requirements under law, including but not limited to Chapter 2303 of the Texas Occupations Code and Chapters 85 and 86 of Part 4, Title 16, of the Texas Administrative Code, and all storage facilities shall be operated as follows:
 1. Operator will pay the "VSF" (Vehicle Sales Fee) Application fee annually and will renew its license in accordance with the law.
 2. Storage facilities shall be completely enclosed by a fence at least six feet high with a gate, which is locked at all times, when the Operator or Operator's agent or employee is not at the storage lot.

3. Operator must pay for storage facility utilities and provide security for the pound and its contents.
4. No vehicle may be stored or kept at a licensed storage facility unless it is kept inside the fenced or enclosed area at all times.
5. No vehicle storage facility shall permit any tow truck that is not registered in accordance with all legal requirements, including under Texas Occupations Code, Chapter 2308, to enter onto the grounds of the facility.
6. Operator shall prohibit the possession or consumption of alcoholic beverages and/or illegal drugs on the storage facility premises at all times.

D. Operator shall ensure that the storage facility shall:

1. Maintain illumination levels adequate for nighttime release of vehicles. The term "adequate" shall mean sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there must be one lighting fixture containing at least a 250-watt element for each $\frac{1}{4}$ acre of storage area;
2. Have a clearly visible and readable sign at its main entrance. The sign shall have letters at least two inches in height, with contrasting background, shall be visible at 10 feet, and shall contain the following information:
 - a. the registered name of the storage facility, as it appears on the vehicle storage facility license;
 - b. street address;
 - c. the telephone number for the owner to contact in order to obtain release of the vehicle;
 - d. the facility's hours, within one hour of which vehicles will be released to vehicle owners; and
 - e. the storage facility's state license number preceded by the phrase "VSF License Number";
3. Have a sign setting out the per diem charge for storage and all other fees, which may be charged by the storage facility, including notification and impoundment fees. This sign shall be located so it is clearly visible to a vehicle owner prior to paying the fees, with letters at least one inch in height, and a contrasting background;

4. Have a sign describing the instruments that may be presented by the vehicle owner or his/her authorized representative to obtain possession of the vehicle. This sign shall list all instruments as described in Chapter 85 of Part 4, Title 16, of the Texas Administrative Code. This sign shall be located so it is clearly visible to a vehicle owner at the place of payment, with letters at least one inch in height, and a contrasting background; and
5. Prominently display a sign notifying consumers and service recipients of the name, mailing address, and telephone number of the department for purposes of directing complaints regarding the vehicle storage facility to the Texas Department of Licensing and Regulation in accordance Chapter 85 of Part 4, Title 16, of the Texas Administrative Code.

(Operator may combine the signs described above, provided that the combination sign meets the requirements of each of the separate signs.)

- E. Operator shall maintain an office at its Storage Facility from 8 a.m. until 5 p.m., Monday through Friday (normal business hours). After hours, (hours between 5:01 p.m., Friday until 7:59 a.m., Monday) release of vehicles will be made within one hour after notice.

VII. FEES

- A. Unless otherwise agreed to in writing by the City, all fees charged by Operator for services for towing and impounding vehicles shall not exceed the fees set forth in Exhibit "A", attached hereto and incorporated herein. Upon payment of the charges set out herein, the Operator Shall release a towed vehicle to the owner thereof. No additional charges for calls or service in the City shall be made unless agreed to in, writing by the City.
- B. For consent tows, Operator and owner or operator shall work out their own price and the City shall not be responsible for supervision of this charge.
- C. Operator shall provide pick-up or towing services for police City vehicles within Tarrant or Johnson County at no charge to the City.
- D. Operator shall provide storage at no cost to the City for vehicles that are forfeited to the City pursuant to state or federal forfeiture laws. In those cases where the court awards the vehicle back to an owner, no storage fees will be charged for the period of time from the date of the tow to the date the vehicle is awarded by the court back to the owner. Operator may collect fees for storage after the date of the court order and other reasonable fees and towing charges.
- E. Operator agrees to negotiate fees it is owed if the City experiences exigent circumstances.
- F. The City shall not be responsible for any towing or storage fees for vehicles not owned by the City. Operator shall collect these fees directly from the owner or operator of the vehicle. In the event the owner or operator fails or refuses to pay applicable fees,

Operator may recoup its costs through the sale of the vehicle at public auction or in any other manner permitted by state law.

VIII.

RESPONSIBILITY FOR VEHICLES; INVENTORY

- A. Operator shall be responsible for all vehicles that are towed and any contents or personal property in those vehicles while they are in Operator's custody.
- B. Operator shall prepare and keep an inventory of all vehicles and the personal property within any towed vehicle or shall acknowledge the accuracy of any inventory prepared by a City police officer.

IX.

INDEPENDENT OPERATOR

The parties agree that Operator shall operate hereunder as an independent Operator as to all rights and privileges granted herein and not as an agent, representative, servant or employee of the City; that Operator shall be solely responsible for the acts and omissions of its officers, agents, Operators, Sub-Operators, servants and employees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Operator.

X.

INSURANCE

Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with combined coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage. The garage keepers liability insurance or tow truck cargo insurance, whichever

is maintained must provide limits of liability for any one loss of not less than fifty thousand dollars (\$50,000).

4. Contractor shall cause the City, its officers and employees to be named as additional insureds on such insurance policies. A copy of all such insurance policies shall be filed with the Purchasing Manager. Such insurance policies shall provide for 30 days' notice to the City of termination or change in coverage.

XI. INSPECTION

City employees and officials shall have the right of entry at reasonable times to inventory and inspect vehicles pulled at the direction of the City. Upon request, Operator shall be entitled to a copy of any inventory so taken.

XII. RECORDS AND ADMINISTRATIVE FORMS

- A. Operator shall prepare and issue in a proper and timely manner all necessary notices and forms required under applicable laws and ordinances, including, without limitation, the Texas Litter Abatement Act, the Texas Abandoned Motor Vehicle Act, and Chapter 2303, Texas Occupations Code, and the Texas Transportation Code, to provide adequate notification to owners and lienholders of motor vehicles which are towed and impounded and any attendant auction and sale of unclaimed or abandoned motor vehicles.
- B. Operator shall obtain a written authorization from the Police Department prior to the release of any vehicle towed at the request of the Police Department.
- C. Operator shall maintain accurate and proper documentation of all fees incurred and notices sent for purposes of verifying the accuracy of any fees charged and procedures implemented.
- D. Operator shall submit to the City's Police Department, a weekly activity report related to Operator's operations pursuant to this Agreement during the previous week. Operator shall submit each such report by 5:00 p.m. the Monday of the week following for which the report is submitted. This report shall contain, at a minimum, the following information:
 1. Number and listing of vehicles towed.
 2. Number and listing of vehicles released.
 3. Number and listing of vehicles currently in custody.
 4. Length of impoundment of vehicles.

5. Any disposition of vehicles not released to the owner.
 6. Such other information that may be required by the Police Chief.
- E. Operator must maintain written documentation regarding its operations for a period of two years from the date such operations occurred in accordance with Chapters 85 and 86 of Part 4, Title 16, of the Texas Administrative Code.
- F. Operator shall keep written records on each vehicle kept or stored at the vehicle storage facility containing:
1. the year, make, model, color, correct license plate number, state issuing the license, and correct vehicle identification number of the vehicle;
 2. the date, time, and location from which the vehicle was towed, and name of person who authorized the tow;
 3. the name of the tow truck driver, the name of the company that towed the vehicle, and the license plate numbers of the plates issued to the tow truck under the Texas Transportation Code;
 4. the date the vehicle was released, the name of the individual to whom the vehicle was released, and the type of identification (Texas driver's license or other state or federally issued photo identification), and identification number provided by the individual to whom the vehicle was released;
 5. the date of any vehicle transfer, and the address of the location to which it was transferred along with the name of the towing company and tow truck driver who made the transfer;
 6. a copy of any certificate of title issued after the vehicle came into the possession of the vehicle storage facility, any certificate of authority to demolish, any police auction sales receipt, or any transfer document issued by the State of Texas for the vehicle if vehicle ownership has been transferred due to any action of the vehicle storage facility, or if the vehicle has been disposed of or
 7. all amounts received at the time the vehicle was released, including the specific nature of each charge.
- G. Operator shall provide a computer service or other type of service to get information from the State on titles, ownership, etc.

XIII. AUCTIONS

- A. Operator will be responsible for storage facility vehicle auctions, and will supply the Police Department with a list of vehicles to be auctioned for written approval prior to any auction.
- B. Operator shall notify the vehicle owner and all recorded lienholders of the proposed disposal of the vehicle in accordance with all applicable laws, including but not limited to the Texas Administrative Code, the Texas Property Code, the Texas Transportation Code, and the Texas Occupations Code concerning notification.
- C. Operator shall keep under its care and custody complete and accurate records of any vehicle disposed of as required by law. These records shall include, but are not limited to:
 - 1. a copy of the VTR-265VSF form completed by the vehicle storage facility operator and provided to the vehicle buyer; and
 - 2. copies of all notifications issued to the vehicle owner and all recorded lienholders, regardless of whether the notifications were mailed or published.

XIV. RELEASE AND INDEMNIFICATION

A. Release.

OPERATOR, ITS PREDECESSORS, SUCCESSORS AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT, AND FUTURE AGENTS, EMPLOYEES, AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF THE CITY FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS AGREEMENT.

B. Indemnification.

OPERATOR DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF OPERATOR AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF OPERATOR, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM OPERATOR IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR

CONCURRENT NEGLIGENCE OF OPERATOR AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF OPERATOR OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR OPERATOR.

OPERATOR WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY OPERATOR UNLESS OPERATOR HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. OPERATOR COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. OPERATOR WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY OPERATOR OR FOR WHOM OPERATOR IS LEGALLY LIABLE.

XV.

PERSONNEL

- A. Operator's employees shall not imply that they are employees of the City of Burleson.
- B. Operator agrees to be responsible for its personnel and to maintain the required standards. Operator agrees to maintain a comprehensive personnel file for each employee, both past and present, who operates a wrecker under this Agreement, and to provide the City with list of each employee.
- C. Operator shall ensure that its personnel are competent to handle people under stressful situations and courteous to the public. Operator shall ensure that the dress and appearance of all personnel is professional.
- D. Operator shall ensure that wrecker drivers responding to, or on site of a police call for service, shall not be under the influence, in possession of, or consuming alcohol or illegal drugs.

XVI.

DEFAULT

- A. In the event that Operator should breach any of the terms or conditions of this Agreement or should otherwise be in default of any of its obligations pursuant to this Agreement, the City shall have the right to terminate this Agreement as provided herein. Upon the occurrence of any event of default, the City shall provide 30 days written notice to Operator of the default. In the event that Operator fails or refuses to cure the conditions of default within said 30-day period, the City may, in writing, immediately declare this Agreement terminated.
- B. No waiver by the City of any default in the obligations of the Operator hereunder shall constitute in any form an estoppel of the City from at any time asserting or reasserting any such default, it being clearly understood and agreed by the parties hereto that no such waiver or estoppel shall occur except by written agreement duly authorized and signed by the City Manager.

XVII.

NOTICES

Notices required to be delivered pursuant to this Agreement shall be sufficient if personally delivered or sent by certified mail in the United States Mail, postage pre-paid to the appropriate party at the following address:

If to City: City of Burleson
 141 West Renfro
 Burleson, Texas 76028
 Attention: City Manager

If to Operator: JDB Towing, LLC dba Beard's Towing
 P.O. Box 737
 Kennedale, Texas 76060

XVIII.
STATE REGULATIONS

Operator agrees that it will comply with any valid and applicable state law, rule, or regulation, including the provisions of the Texas Towing and Booting Act, Chapter 2308 Texas Occupations Code. No provision of this Agreement shall be construed to obligate the Operator to violate state law or any valid and applicable rule or regulation adopted thereunder.

XIX.
CERTIFICATIONS

Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- 1) Pursuant to Section 2271.002 of the Texas Government Code, Operator certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2) Pursuant to SB 13, 87th Texas Legislature, Operator certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 3) Pursuant to SB 19, 87th Texas Legislature, Operator certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 4) Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Operator certifies Operator (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

XX.
MISCELLANEOUS

- A. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except by written agreement signed by the parties hereto.
- B. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance or nonperformance of this Agreement, venue for said action shall be in Johnson County, Texas.
- C. This Agreement shall not be construed against the drafting party.

- D. It is expressly agreed by the parties that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed made for the benefit of any third party.
- E. Operator may not assign this Agreement without the written consent of City.
- F. Operator expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law.

EXECUTED this 25 day of July, 2022.

OPERATOR

By: _____

ATTEST: _____

Notary Public in and for
the State of Texas

Chloe Borden

Typed/Printed Name of Notary Public

My Commission Expires: 3/26/2024

CITY OF BURLESON

By: _____

Bryan Langley, City Manager

ATTEST: _____

City Secretary

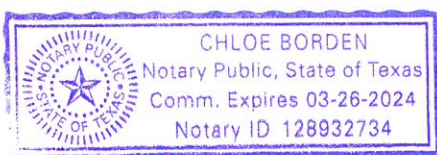


Exhibit A

DESCRIPTION	UOM	UNIT PRICE
1. Price for all privately owned passenger automobiles, ambulances, limousines, and all other vehicles having a rated capacity of 10,000 GVW or less , including motorcycles, towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or the Burleson Police Department (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$ 272.00 See Attached Scheduled
2. Price for all privately owned vehicles having a rated capacity from 10,001-39,999 GVW towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	See Attached Schedule
3. Price for all privately owned vehicles having a rated capacity of 40,000 GVW or greater towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	See Attached Schedule
4. At the Police Department's request, price for privately owned vehicles having a rated capacity of 10,000 GVW or less , towed to the Burleson Police Dept located at 1161 SW Wilshire, for evidence processing with subsequent towing of the same vehicle to Vendor's storage facility or some other location within the City of Burleson as designated by the City Police Dept (unit price shall include all mileage, hook-up and disconnect fees) **Vehicles picked up at BPD by vehicle owner will be the responsibility of the vehicle owner to pay the initial tow fee prior to claiming the vehicle to Vendor.	EA	Initial tow is No Charge to City Vehicle owner will be charged in accordance to these rates, when additional tow is done from BPD to Vendor's storage facility. ** see notes to left**
5. Price for winching or off-road recovery	HR	\$200.00/hr
6. Price for the use of dollies or flat bed	EA	\$ included in tow price
7. Price for up-righting an overturned vehicle	EA	\$250.00/hr (1 hr min)
8. Price for installing or uninstalling wheel lock boot (per call out)	EA	\$ not applicable
9. Price for high water recovery (knee-deep or higher)	EA	\$ 250.00/hr (1 hr min)
10. Price for privately-owned vehicles, having a rated capacity of 10,000 GVW or less , stored at Vendor's secured storage facility, by request of the Police Dept **up to 25ft in length, per state law	Per day	\$ 21.03** Increasing as state law allows
11. Price for privately-owned vehicles, having a rated capacity of over 10,000 GVW , stored at Vendor's secured storage facility, by request of the Police Dept **over 25ft in length, per state law	Per day	\$ 36.80** Increasing as state law allows
12. Price for all City owned vehicles towed to the City of Burleson Fleet Services Dept, located at 725 SE John Jones (unit price shall include all mileage, hook-up and disconnect fees)	EA	varies depending on where vehicle has been picked up from, starting rate for light duty vehicle is \$97.75 if local tow within the City

FEE SCHEDULE ATTACHMENT

A. TOWING FEES

MAXIMUM ALLOWABLE CHARGE FOR TOWING: The maximum charge includes compensation for all equipment and services associated with a basic towing service, including but not limited to: hooking up, winching, loading, towing, debris clean-up, and wait time unless specifically stated otherwise. All additional time charges must be charged in quarter-hour increments and do not begin until the truck has been on the scene for one-quarter hour. The first quarter hour is included in the basic towing service charge.

1. Towing in response to Dispatch from the Towing Rotation List

Basic Towing Service (up to 10,000 pounds).....	\$ 272.00
Additional Time if Damaged Vehicle Present	\$50/Quarter Hour
Mileage (inside the City limits)	\$0/Mile
Loaded Mileage (outside the City limits)	\$3.50/Mile
Fuel Adjustment.....	Not to exceed amount in chart below
Vehicle Recovery.....	\$250/Hour, 1 Hour Minimum

2. Towing in response to Dispatch requesting a Heavy-Duty Tow Truck:

Basic Towing Service (more than 10,000 pounds).....	\$450.00/hour, 2 hour minimum
Accident scene with damaged vehicle(s).....	\$450.00/hour, 2 hour minimum
Specialty Equipment	\$550.00/hour, 2 hour minimum
Rotator Wrecker.....	\$750.00/hour, 2 hour minimum
Fuel Adjustment.....	Not to exceed amount in chart below
Cargo Recovery: (including off-loading)	
Helpers	\$120/hour, 2 hour minimum
IM Supervisors.....	\$250/hour, 2 hour minimum

Additional compensation for recovery and/or salvage of cargo may be negotiated between the Tow Company and Motor Vehicle Owner or cargo owner. Any such negotiated amount is separate from and in addition to compensation for Towing Services.

3. Maximum Towing Charge for Additional Wrecker.....Same rate as listed above

4. Fuel Adjustment Amounts. Towing company may charge a fuel adjustment based upon the most recent fuel purchase price. Fuel adjustments are calculated as a percentage of the tow service fee listed above. The percentages that may be charged are as follows:

Diesel Fuel Price	Percent of Basic Tow Fee
Less than \$2.50 per gallon	0%
\$2.51 to \$3.00 per gallon	10%
\$3.01 to \$4.00 per gallon	15%
\$4.01 to \$4.50 per gallon	18%
\$4.51 to \$5.00 per gallon	20%
\$5.01 to \$5.50 per gallon	22%
\$5.51 or higher	25%

B. STORAGE FEES

- a. Storage fees are defined in Texas Administrative Code Title 16, Part 4, Chapter 85, Rule 85.72