

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**AGREEMENT FOR WRECKER
AND IMPOUND SERVICES**

This **AGREEMENT FOR WRECKER AND IMPOUND SERVICES** (“Agreement”) is made by and between the City of Everman, Texas (“City”), a Texas home rule municipality, and JDB Towing, LLC, a Texas limited liability company, doing business as Beard’s Towing (“Operator”) each acting through their authorized representatives. City and Operator may each be referred to individually as the “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, by virtue of the laws of the State of Texas and its Home Rule charter, City has the power and authority to regulate the towing, storage, and parking of vehicles within City’s corporate limits; and

WHEREAS, Operator operates a wrecker/towing and impound service with its corporate offices, including its impound facility, located within ten (10) miles outside of the corporate limits of the City; and

WHEREAS, City desires to engage the services of Operator as an independent contractor to provide exclusive wrecker and impound services for non-consent tows of vehicles for the City of Eveman Police Department in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Operator desires to provide wrecker service within the corporate limits of City and to provide the wrecker and impound services requested by City pursuant to this Agreement; and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I
TERM; EARLY TERMINATION**

1.1 Term: This Agreement shall be effective on September 1, 2023 (the “Effective Date”) and continue for a period of three (5) years, as provided herein. City may, at its sole option, extend the term of this Agreement under the same terms and conditions as provided herein for one additional three-year term (the “Renewal Term”) upon written notice to Operator at least thirty (30) days prior to the expiration of the then current term. Pricing provided in section 3.3 of this Agreement may be increased for the optional renewal period, by provision of at least sixty (60) days written notice prior to the commencement of the optional renewal period, by an amount supported by evidence of annual CPI and not to exceed 3% of the current pricing rates under the Agreement. The initial term and any Renewal Term shall be referred to herein collectively as the “Term”.

1.2. Early Termination: Either Party may terminate this Agreement without cause by giving sixty (60) days prior written notice to the other Party and without any further liability one to the other except for City's obligation to pay for services provided by Operator prior to the date of said termination and the obligation of the Parties to perform such duties with respect to vehicles towed and/or stored prior to the date of termination as may be required by law.

1.3 Termination for Default: This Agreement may be terminated by a Party ("the non-defaulting Party") after providing the other Party ("the defaulting Party") written notice of the defaulting Party's failure to comply with the provisions of this Agreement identified in said notice (including a description of the non-compliance) if such non-compliance cannot be or is not corrected to the satisfaction of the non-defaulting Party on or before the 10th day following receipt of the notice of default by the defaulting Party. The failure of a non-defaulting Party to terminate this Agreement following a default by the defaulting Party shall not constitute a waiver of the non-defaulting Party's rights with respect to such default or a waiver of the right to declare a default for the same or similar non-compliance occurring on a later date.

ARTICLE II

SCOPE AND DESCRIPTION OF SERVICES

2.1 Grant of Towing Rights: During term of this Agreement, upon request by City, Operator shall be authorized, and hereby agrees, to tow, remove, and store all vehicles required by City to be removed from their stationary location or from public streets or other locations as the result of accidents, arrest, abandonment, or mechanical difficulty, where there is not a request by the person in charge of such vehicle to utilize another provider of such service, and to store such vehicles until either claimed by the owner or other person with authority over the vehicle or auctioned as provided under applicable law ("the Services"). In emergency situations or situations requiring equipment, personnel, or storage facilities that cannot be promptly provided by Operator, City may, at its sole option and in its sole discretion, utilize other wrecker and impound service providers. In the event that Operator is unable to provide wrecker or impound services as requested by the City, Operator shall immediately advise the Chief of Police.

2.2 Duties of Operator Regarding the Services: Operator's provision of the Services to City shall be subject to and in compliance with the following:

A. Operator shall maintain at all times during the term of this Agreement, 24 hours each day of the week, personnel on duty who shall be able to and will respond to (1) a City request for wrecker service as required by this Agreement and (2) a requests for release of vehicles stored or parked on Operator's property.

B. Response Time. Operator shall respond to all calls by City for wrecker service within thirty (30) minutes after the time the call is received by Operator's dispatcher for all requests for service within the City and within forty-five (45) minutes after the call is received by Operator's dispatcher for requests for service within a 1.5 mile radius of the City corporate limits.

C. Operator will conduct the Services in a safe and secure manner and will not subcontract, sublet, or transfer any rights, responsibilities, or duties under this Agreement without the written approval of the City.

D. Operator will not recommend a particular body shop or garage to a vehicle owner or the person with authority over the vehicle and Operator's towing equipment and vehicles will not make reference to any body shop or garage.

E. Disregards. A request for a tow truck/wrecker may be canceled by the City at any time prior to arrival at the requested site and hook up to the vehicle. A request for tow services will not be disregarded by Operator once the tow truck/wrecker has arrived at the scene and hooked up to the vehicle. Operator is solely responsible for the costs of tow/wrecker calls that are cancelled/disregarded by the City. Operator will not tow a vehicle under this Agreement unless there is a representative of the City at the scene.

F. Equipment. Operator will provide the following equipment, maintained in good working order and condition and available for response to City requests for wrecker/tow truck services:

1. Four light-duty wrecker vehicles with a towing capacity of at least 12,000 pounds single capacity, each displaying on exterior sides in letters not less than two inches in height the name, address and telephone number of Operator, and each equipped with the following:
 - 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;
 - b. Safety chains, fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a debris container;
 - c. Two-way voice communication equipment for mobile telephone or radio with base station; and
 - d. Overhead flashing emergency lights, visible from 1,000 feet.

2. Two medium-duty wrecker vehicles with a towing capacity of more than 36,001 pounds; each displaying on exterior sides in letters not less than two inches in height the name, address and telephone number of Operator, and each equipped with the following:
 - a. Power or hand operated winch line and boom or lifting device with a factory capacity of not less than 20,000 pounds single capacity;
 - b. Safety chains, fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a debris container;
 - c. Two-way voice communication equipment for mobile telephone or radio with base station; and
 - d. Overhead flashing emergency lights, visible from 1,000 feet.

3. 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;
4. Two 50-ton Heavy Duty Twin Screw Wreckers;
5. One 50-ton Landall Trailer (including sufficient truck tractor);
6. One 75-ton Rotator Wrecker; and
7. One heavy-duty wrecker vehicle with a towing capacity that exceeds 50,000 pounds and that is capable of towing a tractor trailer or larger vehicle (Operator will possess or have immediate access to this equipment).

G. Operator shall remove all vehicles towed pursuant to this Agreement Operator's storage facility located at 4400 E. Loop 820 South, Fort Worth, Texas (the "Storage Facility") or to such other location as directed by City or as Operator and vehicle owner agree. Operator must pay for all expenses related to the Storage Facility (or any other agreed upon storage facility) and must provide security for the grounds and contents.

H. Vehicle storage shall be conducted, and the Storage Facility operated in accordance with applicable regulations of the Texas Department of Licensing and Regulations and the Texas Department of Transportation governing vehicle storage facilities and the following provisions:

- (1) The Storage Facility shall have the capacity for the storage of no fewer than 250 vehicles;
- (2) The Storage Facility shall contain at least one building with the minimum dimensions of not less than 15' X 25' which can be locked and which shall be available to house, in a secure manner, at least one vehicle for crime scene purposes.
- (3) The Storage Facility shall be completely enclosed by a fence not less than six feet (6.0') in height with a locking gate, which gate shall remain locked at all times when no employee of the Operator is on premises;
- (4) All vehicles shall be kept inside the fenced area of the Storage Facility at all times;
- (5) No stored vehicle shall be used by Operator, its agents and employees for personal or business use;
- (6) If possible, stored vehicles, without additional charge, shall be secured with doors, windows and/or hatchbacks closed and

convertibles covered or tops raised without additional charge. Wrecked vehicles that cannot be reasonably secured or covered are exempt from these requirements;

- (7) Vehicles stored within the Storage Facility shall be located on a concrete, asphalt, crushed rock, or other all-weather surface so that the delivery and release of vehicles may readily occur in all weather conditions;
- (8) A sign shall be placed either (i) at the main entrance to the Storage Facility that is clearly visible from the adjacent street or (ii) at a location accessible to a person on a 24/7 basis where such sign is clearly visible, which sign shall include the registered name of the storage facility, the street address of the Storage Facility, the telephone number(s) which may be called to contact Operator regarding the presence and release of a vehicle from the Storage Lot, the hours during which a vehicle will be released, and the state license number of the Storage Facility;
- (9) An operable land line telephone must be located in the office of the Storage Facility, which may be called using a publicly listed phone number, which number shall at all times be made known to City by Operator. In the event the phone number is to be changed, Operator shall notify City in writing of the new phone number prior to placing the new phone number in service; provided, however, if the new number is not made known to Operator by the telephone company assigning the new phone number until the day the new phone number is placed in service, Operator shall (a) contact City's police dispatch center by phone on the day the new phone number is placed in services and advise the dispatcher of the new phone number and (b) notify City in writing of the new phone number on the next City business day after the new number is placed in service;
- (10) The Storage Facility shall at all times be equipped with lights which turn on no later than sunset and remain on until sunrise the next day and which provide the minimum amount of light required by state regulation in all areas where vehicles are stored, in all traffic lanes within the Storage Facility, and at all entrances to the Storage Facility; and
- (11) The Storage Facility must display a sign clearly visible to the public that sets out the per diem charge for storage and all other fees which may be charged by the Storage Facility and/or Operator, including notification and impoundment fees. This sign must be located so that it is clearly visible to the vehicle owner prior to paying fees, with letters at least one inch in height and contrasting background

color.

- (12) The Storage Facility must display a sign describing the instruments that may be presented by the vehicle owner or the owner's authorized representative to obtain possession of the vehicle. This sign shall list all instruments allowed by law and shall be so located to be clearly visible to a vehicle owner at the place of payment, with letters of at least one inch in height upon a contrasting background.
- (13) The Storage Facility or any other facility used for purposes of storing vehicles under this Agreement shall at all times be located no further than ten (10) miles from City's incorporated limits.

The Parties acknowledge and agree that as of the Effective Date, the Storage Facility shall be located at 4400 E. Loop 820 South, Fort Worth, Texas. Operator shall provide City written notice of any change in the location of the Storage Facility not later than thirty (30) days prior to the cessation of operations of storage services at the then current location of the Storage Facility. Notwithstanding anything to the contrary herein, City may terminate this Agreement after receiving notice of the change of location of the Storage Facility if City, not later than the 15th day after receipt of the relocation notice, provides written notice to Operator that City does not approve of the new location.

I. Operator shall deliver all vehicles to and store such vehicles at the Storage Facility unless directed otherwise by the Chief of Police or his designated representative.

J. Operator shall tow, park and store all vehicles in a safe and secure manner.

K. Prior to towing a vehicle from the scene of an accident, the immediate surrounding area must be cleared and cleaned up by Operator in a manner that is reasonably satisfactory to the City.

L. Operator shall accept vehicles for storage as follows:

(1) When Operator accepts for storage a vehicle towed without the consent of the vehicle owner, Operator shall inspect the vehicle and note as an addition on the wrecker slip or wrecker ticket any differences from the information previously set out thereon, but shall not write or deface in any manner any prior writing on the slip or ticket. If the license plate number or vehicle identification number on the wrecker ticket or wrecker slip is incorrect, Operator shall note in its records the correct number and notify every previously advised person of the current information within 48 hours of receipt of the vehicle for storage.

(2) In accordance with state law and regulations, Operator shall timely notify the registered owner and all lien holders of record of the storage of the vehicle at the Storage Facility by certified mail, which notice shall include at least:

- a. The location of the Storage Facility;
- b. The hours during which the vehicle can be released to the vehicle owner;
- c. The total amount of fees that must be paid before the vehicle will be released, including any additional per day storage charges that will accrue after the date of the notice until the vehicle is picked up;
- d. The date on which the vehicle will be removed from the Storage Facility if it is not recovered by the vehicle owner prior to that date; and
- e. From where, when and by whom the vehicle was authorized to be towed.

M. Operator shall not release any vehicle which has a “hold” placed on it by City’s Police Department, except upon written direction from City’s Chief of Police or designated representative.

N. Whenever a person claims ownership or the right to possession to a vehicle located at the Storage Facility, such person shall be entitled to inspect the wrecker slip or wrecker ticket for the vehicle, and shall not be required to pay any fees or charges prior to inspecting the wrecker slip or wrecker ticket.

O. The registered vehicle owner or authorized representative shall have access to and be allowed to remove any personal property from the vehicle, unless otherwise direct by a peace officer during regular business hours of 9:00AM-4:00PM Monday through Friday.

2.3 Operator Records: Operator shall maintain current records at a minimum of 2 years from the date of disposition of the vehicle and shall make the same available for review by the City Manager, City’s Chief of Police or their duly designated representative(s) upon one (1) business day's notice. Such records shall include, but not be limited to, the following:

- A. Date and time call or request for service was received by Operator;
- B. Date and time of arrival at location of vehicle to be towed, and location of vehicle to be towed;
- C. Date and time of arrival at Storage Facility after vehicle has been towed;
- D. The wrecker license plate number and the name of wrecker driver, whose name shall be available to the Texas Department of Licensing and Regulation;
- E. Make, model, year and color of the vehicle towed;

F. License plate number of the vehicle towed, state issuing the license and correct vehicle identification number;

G. A general description of the vehicle towed, including the overall condition of the vehicle, any damage to the body of the vehicle, and/or missing equipment in a photographic format;

H. Inventory of vehicles located at the Storage Facility and the date and time the inventory was generated in a photographic format;

I. The date each vehicle was released and the name of the individual to whom the vehicle was released; and

J. If (i) the vehicle ownership has been transferred due to any action of Operator, or (ii) the vehicle has been disposed of or demolished, provide the certificate of authority to demolish and/or a police auction sales receipt or transfer document issued by the State of Texas for vehicle.

ARTICLE III FEES

3.1 Collection of Third Party Fees: The collection of all towing, storage and other fees due and payable to Operator by third parties shall be the sole responsibility of Operator. City shall not participate in any manner in the collection of fees due to Operator, nor shall Operator look to City for payment of such fees.

3.2. No Charge for City Vehicles: Operator shall not charge or seek to collect from City any fees or costs incurred by Operator for the towing of Everman Police Department vehicles. Additionally, Operator shall provide storage, at no cost to the City, for vehicles that are towed at the request of the City's police officers for evidentiary purposes while on evidentiary hold. Operator acknowledges that to the extent that the Texas Vehicle Storage Facility Act provides that the operator of a vehicle storage facility must charge at least \$21.03 per day for storage of a vehicle and \$36.80 per day for storage of vehicles longer than 25 feet. The City and Operator agree that the compensation Operator will receive as a result of this Agreement equals or exceeds the fees that Operator would be authorized to charge the City under that Act and that this compensation is intended by the Parties to satisfy any obligation that the City might have to pay such amounts under the Act. Further, Operator shall provide at no cost to the City storage for vehicles that are forfeited to the City pursuant to state and/or federal forfeiture laws. In those cases where the court awards the vehicle back to the owner, no storage fee will be charged for the period of time from the date of the tow to the date the vehicle is awarded back to the owner. Operator may collect fees for storage after the date of the court order. Other reasonable fees and towing charges will be due from the owner at the time services are rendered. The City will not be responsible for any towing or storage fees for vehicles not owned by the City.

3.3. Fees: The following fees and charges are set by the Operator for towing services

provided to City pursuant to this Agreement and shall remain in effect during the term of this Agreement and any subsequent extension of this Agreement:

- A. The following fees shall be charged for towing and related services of vehicles not owned by the City:

Light Duty and Medium Duty Tows (up to 10,000 pounds)

Basic Tow	\$272
Drop charge	\$135
Wait Time and Labor	\$50/quarter hour
Fuel Adjustment	15%
Mileage	\$3.50/mile
Incident Management Supervisor	\$150.00/hour
Vehicle recovery including rollover	\$250/hour (1 hour minimum)
Additional vehicle recovery	\$62.50/hour after 1 st hour
Admin Fee	\$25.00

Heavy Duty Tows (10,0001 pound or over)

Basic Tow (hourly charge)	\$489 per unit/hour 2 hr minimum
Drop charge	\$244 per unit
Fuel Adjustment	15%
Mileage	\$7.00/mile
Incident Management Fee	\$250.00/hour (2 hr minimum)
Admin Fee	\$25.00

Specialty Equipment

Rotator wrecker	\$750/hour (2 hr minimum)
Landall (including tractor unit)	\$550/hour (2 hr minimum)
Helpers	\$120/hour (2 hr 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.

- B. Operator shall charge and be entitled to the following storage fees for vehicles towed to the Storage Facility:

- (1) Maximum storage fees as provided in Texas Administrative Code Title 16, Part 4, Chapter 85, Rule 85.722 or other applicable state law.
- (2) Notwithstanding (1), above, storage fees for abandoned vehicles will be limited to the proceeds realized by Operator for the sale of vehicles not claimed within the time allowed by law.
- (3) There is no maximum storage fee limit.

**ARTICLE IV
DISPOSITION OF VEHICLES**

4.1 Any vehicle impounded under the provisions of this Agreement may be sold at public sale in accordance with applicable State law. Operator shall comply with all applicable state and local laws governing abandoned and junked motor vehicles, including but not limited to Chapter 683, TEX. TRANS. CODE, as amended.

4.2 Operator shall be responsible for the preparation, publication, posting, mailing costs and dispatch of all notices and advertisements required under Chapter 683, TEX. TRANS. CODE, as amended, or other applicable law to be given or provided by the City's Police Department and/or Operator as agent for City's Police Department or as operator of the Storage Facility with respect to the impoundment, storage, release, destruction, auction, sale and disposal of any Junked Vehicle, Abandoned Motor Vehicle or other Vehicle impounded at the Vehicle Storage Facility at the direction of the City.

4.3 When final disposition on an impounded vehicle is completed, Operator will forward copies of all related paperwork to the City's Police Department Property on the day of disposition. Related paperwork includes a copy of the impound form, the release information, notifications, advertisement, auction sales receipts, Buyer's Guide, odometer statements and Motor Vehicle Demolisher receipts upon request made by the City.

4.4 Operator in the conduct and operation of the towing service and the motor vehicle storage facility shall comply with: the Vehicle Storage Facility Act, Chapter 2303, TEX. OCC. CODE as amended; Chapter 683, TEX. TRANS. CODE, as amended; and with any applicable regulations of the Texas Department of Transportation and Texas Department of Licensing and Regulations.

**ARTICLE V
INSURANCE AND INDEMNIFICATION**

5.1 Minimum Coverage Requirements: Operator shall at all times during the term of this Agreement and for a period of sixty (60) days after termination of this Agreement for any reason, maintain in full force and effect the following insurance:

A. Comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Operator's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

B. Automobile liability insurance covering any vehicles owned and/or operated by Operator, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

C. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00;

D. Garage keeper's Legal Liability on a direct basis insuring against all claims, demands or actions relating to any vehicle in Operator's care, custody or control including coverage "on the hook" or while being transported by Operator as follows:

Automobile	\$1,000,000.00
Garage	\$350,000.00
Aggregate	\$2,000,000.00

E. Inland Marine Coverage/On Hook Cargo with a minimum coverage of \$500,000.00 per vehicle; and

F. Public Liability coverage of \$1,000,000.00 combined single limits.

5.2 Endorsements: All insurance and certificate(s) of insurance shall be endorsed to provide for the following:

A. Name the City of Everman, Texas, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

B. Provide for at least thirty (30) days prior written notice to City regarding cancellation or non-renewal of the insurance;

C. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Operator shall provide written notice to City of any material change of or to the insurance required herein.

5.3 Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be delivered to City prior to commencement of services under this Agreement.

5.4 Indemnification: CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF OPERATOR PURSUANT TO THIS AGREEMENT. OPERATOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. OPERATOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS

(INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE OPERATOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF OPERATOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, OPERATOR, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT OPERATOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. OPERATOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY OPERATOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI VEHICLE OWNER RIGHTS

Operator understands, acknowledges, and agrees that nothing contained herein shall prevent the owner of any motor vehicle disabled on the public streets of City to arrange for the prompt removal of the vehicle from the scene of the accident or disablement by a wrecking or towing service of said owner's own selection; provided that such right does not hinder the City's ability to protect the health, safety and/or welfare of its citizens.

ARTICLE VII NON-EXCLUSIVE TO CITY; CALL PRIORITY

City understands, acknowledges, and agrees that Operator shall have the right to continue to provide wrecker and towing services to persons other than City; provided; however, Operator agrees that calls and requests for towing services made by City shall have immediate and absolute priority over any other calls received by third parties and that Operator is not relieved of the obligation to respond to calls for service within the times required by this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 Entire Agreement: This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

8.2 Assignment: Operator may not assign this Agreement without the prior written consent of City.

A. Operator verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Operator verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

C. Operator verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association

D. This section does not apply if Operator is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

8.11 Administrative Fee : Operator will provide an annual payment of \$800 payable to City of Everman for administrative purposes, payable within three business days of the Effective Date of this Agreement and annually on the anniversary thereof.

SIGNED AND AGREED this _____ day of _____, 2023

**JDB TOWING, LLC, D/B/A
BEARD'S TOWING**

By: _____
Name/Title: _____

SIGNED AND AGREED this _____ day of _____, 2023.

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

ATTEST:

By: _____
Mindi Parks, City Secretary

Approved as to Form:

Kyle Barry, Asst. City Attorney
4879-5251-3408, v. 1