

RESOLUTION NO. R-24-68

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TOW AND WRECKER SERVICE AGREEMENT WITH GLAD RENTS, INC., 6800 NORTH OAK TRAFFICWAY, GLADSTONE, MISSOURI, FOR VEHICLE TOWING, WRECKER, AND VEHICLE STORAGE SERVICES FOR THE FIVE (5) YEAR PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2029; WITH OPTIONS TO EXTEND THE TERM OF THE AGREEMENT FOR TWO (2) ADDITIONAL 24-MONTH PERIODS.

WHEREAS, Requests for Proposals (RFP) were solicited through local advertisement, notice to tow service associations, conspicuous notice posted on the City of Gladstone web page, and in the Liberty Courier-Tribune newspaper; and

WHEREAS, the City Council finds that utilizing one tow and wrecker service to facilitate Police Department law enforcement and traffic safety functions serves the best interests of the City and its citizens; and

WHEREAS, two (2) proposals were received in response to the RFP and were reviewed by the Chief of Police; and

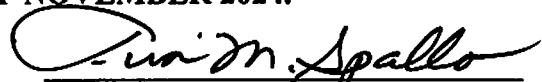
WHEREAS, the Chief of Police recommends the City accept the proposal submitted by Glad Rents, Inc., 6800 North Oak Trafficway, as the proposal submitted by Glad Rents, Inc. has a pricing structure that is considerably less than the other proposal in most listed categories of service and meets all requirements listed in the RFP.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone is hereby authorized to execute a Tow Service Agreement for the period of January 1, 2025 through December 31, 2029 with Glad Rents, Inc. (contractor) for towing, wrecker, and vehicle storage services as outlined in the agreement; and

FURTHER, THAT, the City of Gladstone retains the option to extend the terms of the agreement for two (2) additional 24-month periods with 60 days prior notice to be given before exercising each additional term.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 11TH DAY OF NOVEMBER 2024.


Tina M. Spallo, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-24-68

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 10/29/2024

Department: Police

Meeting Date Requested: 11/11/2024

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: 2024 Tow Contract Award

Background: The term of the current Tow and Recovery contract with the City of Gladstone is set to expire on December 31, 2024. Pursuant to City Municipal Code, a Request for Proposal (RFP) was published in the Liberty Courier-Tribune and posted on the City website. Two sealed bids were submitted for consideration and reviewed by members of the Police Department and Chief of Police. Consideration was given to factors including history of service provided by bidding companies, company location of operations, and pricing.

Budget Discussion: N/A

Public/Board/Staff Input: Based on that review conducted, the recommendation was made to the City Manager to award a five (5) year contract to Glad Rents, 6800 N. Oak Tfwy, Gladstone, MO with an option to extend that contract for two, twenty-four (24) month periods.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Fred Farris
Chief of Police

CW
City Attorney

BB
City Manager

City of Gladstone, Missouri Tow Service Agreement

This Agreement, made and entered into this 11th day of November, 2024 by and between the City of Gladstone, Missouri a municipal corporation, hereinafter sometimes called "City", and Glad Rents, Inc., hereinafter called "The Contractor", for the purpose of providing towing and storage services to the City at the City's request, the City and Contractor hereby agree to the following terms and conditions:

1. Definitions:

"Police Ordered Tow" is defined as being those tows, as ordered by the Public Safety Department for:

- A. Abandoned Vehicles;
- B. Illegally Parked Vehicles;
- C. Impounded Vehicles;
- D. Wrecked Vehicles, where the owner/driver, for whatever reason, is not capable of requesting tow service;
- E. The tow service, as requested by the owner/driver, is unable to respond within a reasonable period of time;
- F. The owner/driver does not have a preferred tow service; or
- G. Those items of evidence necessitating the services of a tow truck for recovery.

"Storage Fee" is defined as being a fee charged for the storage of a vehicle on the approved lot of the Contractor per each calendar day. For the purposes of administration, the first day's storage will be assessed at 12:01 a.m. of the day following tow and at 12:01 a.m. on each day thereafter and the storage lot shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00a.m. to 12:00 noon on Saturday.

"Evidence Storage Fee" is defined as being a fee charged for the storage of a vehicle, which has been seized for evidence, on the approved lot of the Contractor per each month. For the purposes of administration, the first month's storage will be assessed at 12:01 a.m. of the day following tow and continued for a month, which by definition shall be thirty (30) days. The storage lot shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12 noon on Sunday.

"Tow Charge" shall include any charge for preparation and towing of a vehicle including, but not limited to: unlocking doors, freeing the steering column, disconnecting the driveline, winching, using a dolly and mileage charges. Motorcycles must be towed on a motorcycle trailer.

2. **Insurance.** The Contractor shall maintain in full force and effect throughout the period of this Agreement general liability insurance covering bodily injury, liability and property damage in an amount not less than \$2,000,000 combined single limit. A certificate of such policy or policies of insurance shall be furnished to the City prior to the execution of the contract with the Contractor and the City shall be named as an additional insured on all said policies. The City shall receive at least ten (10) days written notice prior to cancellation of any insurance.
3. **Occupational License.** The Contractor shall have an occupational license from the City of Gladstone, Clay County Tow License and State license.
4. **Operators Licenses.** The Contractor shall provide the City a list of tow truck operators and verification of the appropriate operators licenses. The City reserves the right to reject any tow truck operator, if in the sole determination of the City, such operator's driving record contains traffic violations that reflect an unsatisfactory safety record.
5. **Safety Equipment.** The Contractor shall insure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8" chain), absorbent material and auxiliary tail light hook-ups on every tow truck utilized for towing vehicles.
6. **Response.** The Contractor shall maintain and provide the necessary equipment, personnel and service to respond as required twenty-four (24) hours a day, three hundred sixty-five (365) days per year to police ordered tows. The Contractor shall respond within a twenty (20) minute time period under normal road and traffic conditions, with priority given to the Gladstone Public Safety Department requests for service.
7. **Storage Lot.** The Contractor shall own or lease a storage lot within the city limits of Gladstone, Missouri, which shall be utilized by Contractor for every tow required hereunder, unless another location is designated by the owner/operator of the vehicle and approved by the requesting officer. The storage lot must be completely enclosed by an opaque chain link fence at least six feet high, sufficiently secured to protect against intrusion of unauthorized persons and provide a minimum storage capacity for twenty (20) vehicles. Such fencing shall be completely opaque, with any open areas in the fencing (such as gates) positioned away from residential structures. Such fencing shall not allow the view of any vehicle or materials inside the fenced enclosure from off the premises. The lot shall have video surveillance of the entry and exit points and the areas where towed vehicles are stored. This video surveillance shall be recorded and searchable. The storage lot operated by the Contractor within the city limits shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12:00 noon on Saturday for an owner to retrieve a vehicle towed to the lot.

8. **Tow of City Vehicles.** The Contractor shall provide towing service for all vehicles owned by the City of Gladstone that are no larger than passenger cars or pick-up trucks One (1) ton or less, within a fifty (50) mile radius from Gladstone city limits, at no charge.
9. **Hold Harmless.** The Contractor shall protect and hold harmless the City of Gladstone from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the towing of a vehicle and/or involving the contents of a towed vehicle. In addition, the Contractor shall protect and hold harmless the City of Gladstone from any and all claims for any loss, damage or injuries sustained by a person or entity arising out of the award of this contract.
10. **Other Regulations of City.** The Contractor shall obtain a copy of the Tow Vehicle Ordinance sections 4.115.010 through 4.115.060 of the City of Gladstone Code of Laws and obey all regulations set forth in the ordinance and provisions regulating tow vehicles.
11. **Accident Debris.** The Contractor shall completely remove accident debris from the roadway, curb and gutter.
12. **Public Safety Access to Storage Lot.** The Contractor shall provide 24-hour access to the storage lot for the purpose of evidence processing for the Gladstone Public Safety Department.
13. **Towing Service Information Sheet.** The Contractor shall provide a Towing Service Information Sheet to all customers which includes: Contractor's name, address, tow lot address, phone number, hours of operation, price list of services and designation of a private or police tow. If the owner/operator is unavailable, the information sheet will be provided to the Gladstone Police Officer requesting the tow.
14. **Monthly Report.** The Contractor shall provide the City of Gladstone Public Safety Department with a monthly report that indicates the release and or disposition of each vehicle towed by the Contractor.
15. **Release of Vehicles.** The Contractor shall not release a vehicle of a Police Ordered Tow without a valid Gladstone Public Safety Department release form.
16. **Tow Rates.** The Contractor agrees to provide the services set forth herein at the rates provided in Exhibit "A" that is attached hereto and incorporated herein by reference.

17. **Dispatch.** The City agrees to dispatch the Contractor to the site of any police ordered tow during the term of this Agreement. However, it is expressly understood by the parties hereto that if the Public Safety Department is unable to contact Contractor for any reason is otherwise unable to obtain a response to the scene from Contractor within reasonable period of time, that another tow operator may be contacted by the Public Safety Department for the removal of the subject vehicle(s) and such shall not be deemed a breach of the Agreement. Determination of whether the Contractor or any other tow services may respond "within a reasonable period of time" shall be at the sole discretion of the requesting officer, based on the facts and circumstances of the requested tow.
18. **Term.** This Agreement, its terms, conditions, provisions, covenants, duties, responsibilities and liabilities of the Parties shall remain in effect for a period of five (5) years or so long as the Parties hereto act and perform in accordance with this Agreement. The term of this Agreement shall commence at 12:01 a.m. January 1, 2025 and expire at 11:59 p.m. December 31, 2029.
19. **Option to Extend Term.** The City shall have the option to extend the term of this Agreement for two additional twenty-four (24) month periods. The City will notify the Contractor of its decision to exercise the first extension at least sixty (60) days prior to the expiration of the initial five (5) year term. If the City exercises the first extension, it will similarly notify the Contractor of its decision to exercise the second extension at least sixty (60) days prior to the expiration of the first extended term.
20. **Waiver.** A waiver by any party of any breach or default of another party to this Agreement shall not be deemed or construed to be a continuing waiver of such breach or default, nor a waiver or permission, expressed or implied, for any subsequent breach or default.
21. **Modifications.** This Agreement and the attachments hereto contain the entire understanding between the parties hereto. No modification of this Agreement shall be binding unless the same is agreed to in writing between the parties.
22. **Assignment.** Contractor may not assign this Agreement without the written consent of the City of Gladstone.
23. **Binding Effect.** The provisions of this Agreement shall bind and ensure to the benefit of the successors and assigns of each Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in five (5) counterparts, each shall be considered and construed an original.

CONTRACTOR: GLAD RENTS, INC.

By: Craig Chambers

CITY OF GLADSTONE, MISSOURI

By: Robert M. Baer
Robert M. Baer, City Manager

Attest:

Kris Keller
Kris Keller, City Clerk