Resolution No. 2024-R0315
Item No. 6.18
July 9, 2024

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Contract No. 15862 dated December 7, 2021, whereby certain terms and conditions are amended, by and between the City of Lubbock and Lubbock Wrecker Services, Inc., of Lubbock, Texas, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on July 9, 2024.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

ccdocs II/RES.Amend #1-Lubbock Wrecker Services
June 18, 2024

AMENDMENT NO. 1
TO SERVICE CONTRACT NO. 15862

THIS FIRST AMENDMENT to Service Contract No. 15862, Resolution No. 2021-R0477 (the "Contract"), dated December 7, 2021, is entered into by the City of Lubbock ("City"), and Lubbock Wrecker Services, Inc. ("Contractor"), (each a "Party," and collectively being the "Parties").

WHEREAS, on December 7, 2021, City and Contractor executed Service Contract No. 15862 for wrecker and tow truck services for an initial term of one (1) year with up to four (4) additional one (1) year terms upon written mutual agreement of the City and Contractor; and

WHEREAS, both parties for good and valuable consideration now desire to amend said Contract with regard to abandoned vehicles and service charges;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and specific as hereinafter set forth, the City and Contractor agree to amend and replace Section 15 and Section 20 of the Contract between the Parties dated December 7, 2021, to read as follows:

15. ABANDONED VEHICLES. The Contractor shall remove, preserve and store any and all abandoned vehicles upon written request of the Chief of Police. Such vehicles shall be removed by the Contractor within twenty four (24) hours after the Contractor receives the written request for removal, preservation and storage. The Contractor shall not remove an abandoned vehicle from the storage facilities, return such vehicle to its owner, or in any way settle charges or claims with a vehicle owner without prior written consent of the Chief of Police.

The Contractor shall make his storage facilities available a minimum of one (1) Saturday each month for an abandoned vehicle auction to be conducted by the Lubbock Police Department. The storage facilities shall be at the minimum, a 10 x 16 structure with lighting, electricity, internet, heating and air conditioning satisfactory to the Lubbock Police Department. The Contractor will honor all reasonable requests by the Chief of Police intended to ensure that such auctions are conducted in the fairest possible manner. The Chief of Police alone shall determine the exact order in which abandoned motor vehicles will be auctioned. Contractor agrees, without additional charges, to position abandoned vehicles as directed by the Chief of Police to facilitate the auction. The storage facilities and auctioned vehicles shall be accessible by the Lubbock Police Department via a remote control mechanical gate for up to five (5) days following any auction, to assist customers picking up auctioned vehicles. The Contractor shall not be entitled to receive any money from the sale at auction of any vehicles removed, preserved or stored pursuant to this Contract, except this restriction shall not apply to vehicles deemed abandoned by law because they were left for more than ten (10) days in the Contractor's storage facilities after proper notice was given, or to motor vehicles stored pursuant to Contracts for storage entered into between a vehicle's owner and the Contractor.

20. SERVICE CHARGES. The Contractor agrees that the following charges will be the maximum charged for services performed pursuant to this Contract:

a) Impounded vehicles and accident disabled vehicles:

i) Towing charge:

- Year one (1) and two (2) $200.00 per impounded vehicle
- Year three (3) and four (4) $210.00 per impounded vehicle
- Year five (5) $220.00 per impounded vehicle

Towing charge does not include delivery when owner/operator requests vehicle be taken to a destination other than Contractor's storage facility.

ii) Dollies charge: $15.00 per vehicle

For a Dolly charge, the vehicle must be removed from the location where it was impounded or disabled on dollies.

iii) Supplemental charges: One-half of the actual towing charge

Charge begins fifteen (15) minutes after his/her arrival at the scene of a tow. Contractor may assess such charges for each fifteen (15) minute interval that he/she is required to remain at the scene in order to safely and properly discharge his/her obligations under the contract. However, supplemental charges may not be assessed if delay in towing a vehicle is due to time expended by the Contractor preparing to tow other vehicles.

iv) Impound fee: $20.00

v) Notification fee: $50.00 one-time charge
Notification fee may not be charged until after twenty four (24) hours from the time of the tow.

vi) Storage fee per day: $20.00 per impounded vehicle under 25 feet in length
$35.00 per impounded vehicle more than 25 feet

b) Abandoned vehicles: $30.00 per vehicle total fee
$250.00 for heavy-duty vehicles

c) City vehicles: $30.00 per vehicle total fee

d) Required Heavy Duty assist: $250.00

Applicable when a heavy-duty wrecker is required to assist in the recovery of a light duty vehicle (example: vehicle hanging off overpass, in a lake, in a building structure, etc.) This contract does not include rates for heavy-duty vehicle recovery.

All loss or damage sustained by the Contractor and arising out of the nature of the work to be performed under this Contract, or from unforeseen circumstances, unusual obstructions or difficulties which may be encountered in the prosecution of such work, shall be borne by the Contractor at his own cost and expense.

All other portions of the original Contract shall remain in place and are not altered by this Amendment. In the event of a conflict between the terms of this Amendment and the Contract, the terms of this Amendment will govern.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Amendment as of this 9th day of July, 2024.

CITY OF LUBBOCK

Christy Martinez Garcia
for MAYOR

LUBBOCK WRECKER SERVICES, INC.

BY _____

Chad Wilson
Print Name

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Dominic R. Esperat
Dominic R. Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster
Rachael Foster, Assistant City Attorney