



City of Shawnee

Tow Service Provider Agreement

Upon approval and execution by the City of Shawnee as provided herein, this Agreement shall be effective for a period of one year from the 1st day of January, 2024.

Pursuant to the provisions of Chapter 3.70 of the Shawnee Municipal Code, _____ (hereinafter the "Tow
[Business name] [d/b/a/, if applicable]
Company"), is hereby designated an authorized tow service provider for the purpose of, upon request by the City of Shawnee, (hereinafter the "City"), towing, removing, and storing of abandoned motor vehicles and for the purpose of obtaining proof of valid registration and ownership prior to the release of any vehicle towed by Tow Company at the direction of the City.

For and in consideration of being designated by the City as an authorized tow service provider, Tow Company and the City hereby agree as follows:

A. Statutory Requirements.

Tow Company shall be solely responsible for complying with all requirements of K.S.A. 8-1102, 8-1103, and 8-1104, the Shawnee Municipal Code, and any subsequent amendments thereto, relative to the towing, removing, or storing, of vehicles at the request of the City, and the sale or release of vehicles by the Tow Company. Tow Company shall at all times maintain a current Certificate of Public Service issued by the Kansas Corporation Commission, and a minimum of three trucks providing tow services and registered with the Kansas Corporation Commission. Tow Company shall comply with all provisions of Chapter 8.36 of the Shawnee Municipal Code, related to the discharge of pollutants, and shall remove and lawfully dispose of fuel or fluid spills, and any oil dry or other related product from any accident site.

B. Indemnification and Hold Harmless.

Tow Company, by exercising its authority pursuant to this Agreement, hereby agrees to indemnify the City and hold the City harmless from all claims, suits, actions, and proceedings of every name or description, in law or equity, for or on account of any injuries or damages received or sustained by any person, firm or corporation as a result of any act or omission of Tow Company while engaged in any action or providing any service pursuant to this Agreement.

C. Method of Operation.

Tow Company hereby acknowledges and agrees:

- Tow Company shall obtain and maintain a current valid Business License with the City of Shawnee, and all valid licenses and permits required to lawfully operate a tow service;
- Tow Company shall maintain current valid insurance as outlined in this Agreement, as uniformly required by the Chief of Police, in his or her sole discretion, of all other services removing vehicles from a public way at the direction of the Shawnee Police Department;
- Tow Company shall maintain a fenced, secure storage area, and vehicles and personal property therein shall be maintained in such a manner as to safeguard such property and avoid damage to such property, and an inside storage facility for vehicles upon request of law enforcement personnel;
- Tow Company shall maintain minimum office hours from 9:00 a.m. to 4:00 p.m., Monday through Friday, and shall have personnel available to respond from 9:00 a.m. to 12:00 p.m. on Saturday;
- Tow Company shall at all times maintain the capability of providing multiple tow trucks per incident;
- Tow Company shall clean all debris from accidents or vehicle breakdowns; and shall remove from the site and properly dispose of all pollutants, fuel and fluid spills, and oil dry or similar product used to remove those items; no such items shall be washed, swept, or permitted to be discharged into the street or Stormwater system;

- Tow Company shall maintain the ability to respond on a twenty-four hours per day basis, and shall exercise its best efforts to provide an average response time of twenty five minutes or less;
- Tow Company shall tow all vehicles to a Kansas tow lot and ensure the Shawnee Police Department is notified of the location the vehicle was towed to.
- Tow Company agrees to provide information on request to the Shawnee Police Department of any disposition of a motor vehicle removed at the request of City law enforcement personnel, including sale or release, and that any disposition of a motor vehicle removed at the request of City law enforcement personnel shall be in accordance with municipal, state, and federal law, including adherence to all applicable notice provisions;
- Tow Company agrees that tow services shall be provided in a professional and courteous manner, and tow services personnel shall provide such services in a manner that will not bring about discredit to the City; and,
- The failure to comply with the terms and conditions of this Agreement may, in the sole discretion of the Chief of Police or designee, result in the revocation of this Agreement and the removal of the Tow Company from the list of authorized tow service providers.

D. Insurance Requirements.

It is understood and agreed that Tow Company shall maintain and provide to Community Development, or his or her designee, proof of the following insurance protection:

- **GARAGE LIABILITY**
Protection limits of at least \$500,000 Combined Single Limits, bodily injury and property damage. Policy must include the following:
 - Premises & Operations Liability;
 - Products & Completed Operations;
 - All Owned, Hired and Non-Owned Autos; and
 - Garage keeper's Legal Liability including:
 - a. Comprehensive;
 - b. Collision;

- c. Towing (On-Hook); and
- d. 75,000 Limit per Garage Location; or

- **COMMERCIAL GENERAL LIABILITY**

Protection limits of at least \$500,000 Combined Single Limits, bodily injury and property damage. Policy must include the following:

- Premises & Operations Liability;
- Products & Completed Operations.

- **BUSINESS AUTOMOBILE LIABILITY**

Protection limits of at least \$500,000 Combined Single Limits, bodily injury and property damage. Policy must include the following:

- All Owned, Hired and Non-Owned Autos Garage keeper's Legal Liability including:
 - a. Comprehensive;
 - b. Collision;
 - c. Towing (On-Hook); and
 - d. \$75,000 Limit per Garage Location.

- **WORKERS COMPENSATION**

Protection against all claims under applicable state workers' compensation laws. The Tow Company shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

- Workers' Compensation: Statutory; and
- Employers Liability:
 - a. Bodily Injury by Accident: \$100,000 Each Accident;
 - b. Bodily Injury by Disease: \$500,000 Policy Limit; and
 - c. Bodily Injury by Disease: \$100,000 Each Employee

Proof of insurance must be furnished on standard Acord © certificate of insurance forms. The City is to be named as an additional insured on all required insuring agreements with the exception of Workers Compensation.

- **INDUSTRY RATINGS**

The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Kansas;
- Carries a Best's policy holder rating of "A-", or better; and
- Carries at least a Class VII financial rating; or
- Is a company approved by the City.

E. Restrictions Related to Fees.

- As a condition of being authorized to provide tow and storage services at the request of the Shawnee Police Department, Tow Company agrees it shall not charge more than the fees listed in Shawnee Policy Statement No. 56 ("PS-56") for towing and storage services provided at the request of the City, and shall not charge a fee for such towing and storage services unless the fee is specifically approved and identified in PS-56. The Tow Company further agrees the City shall have the right to audit the Tow Company's records and invoices pertaining to such services rendered pursuant to the request of the Shawnee Police Department in accordance with Paragraph 1 of Ordinance No. 3.70.050. Below is the current fees per PS-56:

F. The following fees are the maximum fees allowed to be charged by a Tow Service Provider under Shawnee Municipal Code Chapter 3.70, Abandoned Vehicles, and Chapter 10.45- Unauthorized Parking in and Non-Consensual towing from Private Parking Areas. Towing Fees went into effect March 1st, 2022.

- Basic tow, including wheel lift, rollback or flatbed tow: \$80
- Same service, however 1-2 ton vehicles: \$95
- Basic tow from crash scene including wheel lift, rollback, for flatbed tow. This includes use of oil dry and clean of crash debris on scene: \$125.00
- Same service, however 1-2 ton vehicles: \$140.00
 - Mileage: \$4.00/mile
 - Storage - Outside: \$25.00/day
 - Storage - Inside: \$30.00/day
 - Dolly only if required: \$45.00

This fee is in addition to the basic tow service charge and requires documentation

- Winch for off road or rollover required and for extraordinary Labor expenses: \$25.00 per ¼ hr
This fee is in addition to the basic tow service charge. Extraordinary expenses shall include only non-customary labor necessarily required for removal of a vehicle or mechanically necessary to prepare the vehicle for towing, and such expense shall be described in detail on the report/bill
- Motorist Assist (tire changes, battery jump, etc): \$60.00 Max
- Tarp or window tarping fee: \$15.00
- Waiting time after the wrecker has been at the scene for fifteen (15) Minutes when required to wait or standby as authorized by Law Enforcement or the owner/operator of vehicle. \$18 per ¼ hour

An authorized tow service provider may charge a full day's storage fee for any portion of a day the vehicle is stored. Storage fees for Saturday, Sunday or holiday storage are only permitted if the tow company personnel are on site and available to release a vehicle from at least 8:00 a.m. to 12:00 p. m on those days.

If the registered owner or other legally authorized person in control of the vehicle arrives at the scene prior to removal or towing of the vehicle, and such person is capable of safely operating the vehicle, and such vehicle is functional, the vehicle shall upon request of such person, be disconnected from the towing or removal apparatus. That person shall be permitted to remove the vehicle without interference upon the payment of a reasonable fee of not more than \$50.00, and no other fee shall be charged.

The Tow Service Provider shall provide to each owner or other responsible person an itemized bill indicating the amount for each service provided.

No charge shall be made if the owner or person having the right to operate the vehicle moves or is available to move the vehicle, and is able or willing to move the vehicle prior to the tow truck being physically attached to the vehicle.

The total charge to load, transport and unload a vehicle at a storage site and the daily charge for storage shall not exceed the sum set forth on the signs required by Section 10.45.050 and shall comply with the maximum tow fees set forth in this policy statement.

No charge in addition to the foregoing is permitted in connection with the release of the vehicle, including providing such access as maybe necessary to view, prepare for removal or remove the vehicle, or for access to the vehicle to remove personal property.

G. Breach of Agreement and Termination.

A violation of these regulations set forth herein or other provisions of this Agreement will be deemed sufficient justification for the Chief of Police to order that the approval and authority of a towing service to respond to the request of the Shawnee Police Department be suspended or revoked. In addition the Tow Company may freely conclude such provisions are unfair or unduly restrictive. In either such event, either party may cancel or terminate this Agreement upon thirty days written notice to the other party. This Agreement may therefore be terminated or revoked by either party hereto upon thirty (30) days written notice from the party so intending to terminate or revoke this Agreement. However, in regard to the failure of Tow Company to maintain compliance with the terms and conditions of insurance set forth in Paragraph D, the parties stipulate and agree termination or revocation may occur upon delivery of written notice to the other party.

H. Assignment.

It is hereby agreed and understood that there will be no assignment or transfer of this authority or of any interest or responsibility in this appointment.

In witness whereof, the parties hereto, the City and Tow Company, affirm that they have read and understand the terms and conditions of this appointment and have executed this "Tow Service Provider Agreement" on the ____ day of

_____, _____.
(City will fill this date in upon approval)

X _____
Signature for the City

X _____
Signature for Tow Company