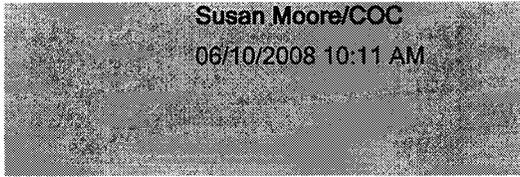


**Add info #34**

**JUN 12 2008**



To CityClerkDivision  
cc  
bcc  
Subject Fw: Towing Contract

----- Forwarded by Susan Moore/COC on 06/10/2008 10:09 AM -----



**Vern Moore**  
<vern.chandler@gmail.com>  
06/10/2008 08:39 AM

To Chandler City Manager <"city.manager"@chandleraz.gov>, "MayorandCouncil@chandleraz.gov " <"MayorandCouncil"@chandleraz.gov>  
cc  
Subject Towing Contract

**I'm at a loss to understand your continued acceptance of the record for a towing company, that even you admit has had many overcharges and problems. Tempe at least put some competition into the game, but you seem to be inclined to go exclusively with a very troubled company that retained employees of proven bad track records. This is difficult to understand from a citizen and ethics viewpoint. Our enlightenment, please.**

**Vern Moore  
Chandler**



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**34**

**2. Council Meeting Date:**

June 12, 2008

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** April 29, 2008

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Police

**5. SUBJECT:** Agreement #PD6-968-2247, Amendment Number 2, extension for one year thru August 31, 2009, to ACT Towing LLC dba All City Towing

**6. RECOMMENDATION:** Approval of Agreement #PD6-968-2247, Amendment Number 2, extension for one year thru August 31, 2009, to ACT Towing LLC dba All City Towing

**7. HISTORICAL BACKGROUND/DISCUSSION:** In December of 1995 the City began utilizing a contract for towing service. Contract towing service has proven to be a successful alternative to the previous rotation program. Some of the benefits provided by contract service include lower cost to the citizens, fewer customer complaints, and a streamlined workload for the Police Department. The Police Department utilizes the contract for vehicle towing, storage and impounding services including removal of wrecked vehicles, vehicles abandoned on city streets, vehicles left unattended in a traffic way, vehicles towed for evidentiary purposes, vehicles impounded, and vehicles towed due to an arrested driver.

**8. EVALUATION PROCESS:** On August 10, 2006, City Council awarded agreement PD6-968-2247 for Police Towing Service to All City Towing formerly Cactus Towing. The agreement was awarded for a one-year period through August 31, 2007, and contained provisions to extend up to four additional one-year periods. The agreement was extended the first year with no price increase. The contractor has agreed to extend a second year with no price increase. Staff is satisfied with the service provided and recommends extending the agreement.

**9. FINANCIAL IMPLICATIONS:** The vehicle owner will be responsible for payment of all fees with the exception of vehicles towed for evidentiary purposes. The City will pay costs associated with vehicles towed for evidentiary purposes.

**10. PROPOSED MOTION:** Move to approve Agreement #PD6-968-2247, Amendment Number 2, extension for one year thru August 31, 2009, to ACT Towing LLC dba All City Towing

**APPROVALS**

**11. Requesting Department**

Joe Brugman

Police Commander

**12. Department Head**

Sherry Kiyler

Police Chief

**13. Buyer/Contract Admin.**

Mike Mandt

Procurement Officer

**14. City Manager**

W. Mark Pentz

City Manager

AMENDMENT NUMBER TWO,  
TO AGREEMENT PD6-968-2247 BETWEEN THE CITY OF CHANDLER  
AND ACT TOWING LLC DBA All City Towing.  
FOR POLICE TOWING

This Amendment #2 to that certain Agreement Between the City Of Chandler (CITY) and ACT Towing LLC dba All City Towing (Contractor) for police towing dated August 10, 2006, and amended June 28, 2007, is entered into this 22nd day of May, 2008.

WHEREAS, the contract expires August 31, 2008;

WHEREAS, the contract has provisions to extend up to four additional terms of one year each

WHEREAS, the parties agree to extend the contract for one year

NOW THEREFORE, the parties agree as follows:

1. Section 7, Term, is hereby amended to extend the contract one year beginning September 1, 2008 terminating on August 31, 2009;
2. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_ day of \_\_\_\_\_, 2008.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

CONTRACTOR:

By: James J. Quinn  
Title: GENERAL MGR.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney [Signature]

ATTEST: (If corporation)

ATTEST:  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_  
[SEAL]