



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**17**

**2. Council Meeting Date:**  
June 25, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** April 3, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Police

**5. SUBJECT:** Agreement #PD6-968-2247, Amendment Number 3, extension for one year thru August 31, 2010, to ACT Towing LLC dba All City Towing

**6. RECOMMENDATION:** Approval of Agreement #PD6-968-2247, Amendment Number 3, extension for one year thru August 31, 2010, 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 requested Amendment Number 3 will extend the contract for a third year with no price increases. 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 3, extension for one year thru August 31, 2010, 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 THREE,  
TO AGREEMENT PD6-968-2247  
BETWEEN THE CITY OF CHANDLER AND ACT TOWING LLC DBA ALL CITY  
TOWING  
FOR POLICE TOWING

This Amendment # 3 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 (AGREEMENT) is entered into this            day of            , 2009.

WHEREAS, the contract expires August 31, 2009, and

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

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

NOW THEREFORE, the parties agree as follows:

1. Section 7 of the AGREEMENT, Term, is amended to extend the contract one-year beginning September 1, 2009 terminating on August 31, 2010.
2. Section 2.4 of the AGREEMENT, Compliance with Applicable Laws, is amended to add the following language:
  - 2.4.1 "Pursuant to the provisions of A.R.S. § 41-4401, the CONTRACTOR hereby warrants to the City that the CONTRACTOR and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "CONTRACTOR Immigration Warranty"). Attached 'CONTRACTOR Immigration Warranty' documents shall be incorporated as Exhibit B to the AGREEMENT.
  - 2.4.2 A breach of the CONTRACTOR Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
  - 2.4.3 The City retains the legal right to inspect the papers of any CONTRACTOR or Subcontractor employee who works on this Contract to ensure that the CONTRACTOR or Subcontractor is complying with the CONTRACTOR Immigration Warranty. The CONTRACTOR agrees to assist the City in the conduct of any such inspections.
  - 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the CONTRACTOR and any Subcontractors to ensure compliance with CONTRACTOR's Immigration Warranty. The CONTRACTOR agrees to assist the City in performing any such random verifications.
  - 2.4.5 The provisions of this Article must be included in any contract the CONTRACTOR enters into with any and all of its Subcontractors who provide

services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a CONTRACTOR or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

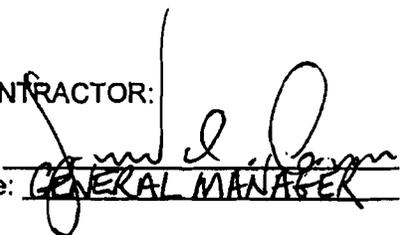
- 2.4.6 In accordance with A.R.S. §35-393.06, the CONTRACTOR hereby certifies that the offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the CONTRACTOR hereby certifies that the offeror does not have scrutinized business operations in Sudan."
- 3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

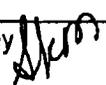
CITY OF CHANDLER:

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

CONTRACTOR:

By:   
Title: GENERAL MANAGER

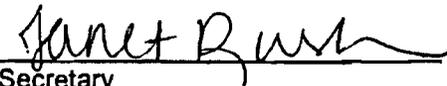
APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk \_\_\_\_\_

ATTEST: (If corporation)

  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_

[SEAL]

**EXHIBIT B**

**CONTRACTOR Immigration Warranty  
To Be Completed by CONTRACTOR Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the CONTRACTOR and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the CONTRACTOR shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	PD6-968-2247		
Name (as listed in the contract):	ACT TOWING LLC DBA ALL CITY TOWING		
Street Name and Number:	261 E 10th DRIVE		
City:	State:	Zip Code:	
MESA	AZ	85210	

I hereby attest that:

1. The CONTRACTOR complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of CONTRACTOR (Employer) or Authorized Designee:



Printed Name: JEFFREY D. DUNN

Title: GENERAL MANAGER

Date (month/day/year): APRIL 9, 2009