

**CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. 640**

A RESOLUTION authorizing the Mayor to sign a Contract for Towing Services.

WHEREAS, the City's Police Department utilizes the services of towing companies to impound vehicles, tow disabled vehicles, clear rights of way of abandoned vehicles, and for other purposes on a regular basis;

WHEREAS, the City's Police Department recently sought bids for towing services;

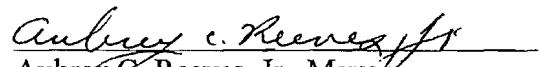
WHEREAS, upon collecting bids from various service providers, the Police Department has determined that only one towing company meets all of the Police Department's requirements, and, in particular, the requirement that the towing company's facilities are fully alarmed to include alarms in areas both inside structures on the facilities and for outside storage areas at the facilities;

WHEREAS, it is the Police Department's desire to contract with the company that can provide fully alarmed facilities;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

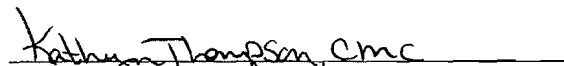
The Mayor is authorized to sign the Contract for Towing Services between the City of Union Gap Police Department and Action Towing, LLC.

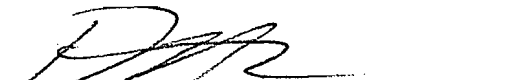
PASSED this 23rd day of October 2006.


Aubrey C. Reeves, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:


Kathryn Thompson, CMC, City Clerk


Robert F. Noe, City Attorney

Contract for Towing Services

The parties, the City of Union Gap, an optional code city, and Action Towing, LLC, a Washington Limited Liability Company, agree as follows:

1. **Towing Services.** When the City of Union Gap Police Department requires towing services to remove vehicles pursuant to Chapter 9.28 of the Union Gap Municipal Code, or pursuant to applicable provisions of state law, or requires towing services to tow police department vehicles or city vehicles for repair or other purposes, Action Towing, LLC, shall provide such towing services.

2. **Availability of Towing Services and Secured and Alarmed Indoor and Outdoor Facilities.** Action Towing LLC shall be available to perform towing services for the City of Union Gap Police Department twenty-four hours a day and shall provide service priority to the Union Gap Police Department.

3. **Compensation.**

A. **Police Department Vehicles and City Vehicles.** In exchange for the towing services provided under this contract, the City of Union Gap shall pay the sum of Twenty-five dollars (\$ 25.00) per tow for towing police department vehicles and city vehicles.

B. **Non-Police Department Vehicles and Non-City Vehicles.** In exchange for the towing services provided under this contract, the City of Union Gap shall pay the amount that Action Towing, LLC is authorized to charge the City under WAC 204-91A et. seq. per tow for non-police department vehicles and non-city vehicles.

4. **Agreement Not Exclusive.** This contract shall not prevent the City of Union Gap Police Department from securing the services of another towing operator if so requested by the driver, owner, or other person with control over the vehicle that is to be towed.

5. **Proper Licensing and Warranty.** Action Towing LLC warrants that it is authorized to render towing services as provided in RCW chapter 46 and WAC Titles 204 and 308, that it fully conforms to the requirements and qualifications standards established by the Washington State Patrol. In the event Action Towing LLC loses authorization, this contract will immediately terminate.

6. **Acting in Conformance with Applicable Laws.** Action Towing LLC agrees that it will act in conformance with all applicable local, state and federal laws in the performance of this contract and its failure to do so will result in the immediate termination of this contract.