

**SERVICES AGREEMENT BETWEEN
LARAMIE COUNTY, WYOMING/BIG AL'S TOWING AND RECOVERY**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and BIG AL'S TOWING & RECOVERY, 6520 Hinesley Road, Cheyenne, Wyoming 82001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement to provide vehicle towing for the Laramie County Sheriff's Department for vehicles being towed as evidence, towing of Department vehicles and to provide tire change services. Vehicles towed pursuant to this contract will generally be delivered to and unloaded at a designated storage facility at the Sheriff's Department or repair shop.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall be from September 1, 2022 to August 31, 2025.

III. RESPONSIBILITIES OF COUNTY

A. CONTRACTOR shall provide and complete the services described in Attachment A, attached hereto and fully incorporated herein.

B. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall comply with the "Rules for Operators" as applicable of Policy 07.05, as may be updated from time to time, which is attached as Attachment B (2 pages) and fully incorporated herein.

B. CONTRACTOR shall be a resource for towing and tire changes services utilized by COUNTY during the period of the operation of this Agreement. By signature below, CONTRACTOR agrees that nothing in this Agreement operates to provide an exclusive right to CONTRACTOR to provide such services to COUNTY. CONTRACTOR agrees that this Agreement does not bind COUNTY in any manner to offer or provide work to CONTRACTOR. Further, nothing in this clause or agreement limits COUNTY in the choice of entities to which it may offer towing and tire change services.

C. CONTRACTOR agrees to retain all required records for three (3) years after the

County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages), Attachment A which includes a letter dated June 30, 2022 (1 page), LCSO Fleet/Evidence Bid Rates (1 page) and Proposal Forms (5 pages), and Attachment B (2 pages), represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the

provisions of this Agreement are fully severable.

H. **Applicable Law and Venue:** The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. **Contingencies:** CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. **Indemnification:** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. **Third Parties:** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.

O. **Conflict of Interest:** COUNTY and CONTRACTOR affirm, to their knowledge,

no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**SERVICES AGREEMENT
LARAMIE COUNTY, WYOMING/BIG AL'S TOWING & RECOVERY**

Signature Page

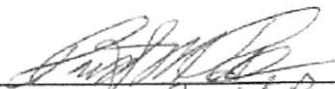
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

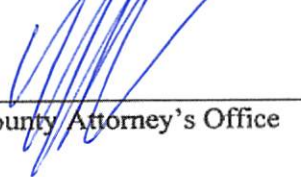
By: _____ Date _____
Debra Lee, Laramie County Clerk

BIG AL'S TOWING & RECOVERY:

By:  _____ Date 8-17-2027
Name: David Rose
Title: president

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 8/16/22
Laramie County Attorney's Office



June 30, 2022

Sgt. Ryan Martinez
Laramie County Sheriff's Office
1910 Pioneer Avenue
Cheyenne, WY 82001

Dear Sgt. Martinez,

This letter is in response to the request for proposal to tow department vehicles, evidence tows, and department tire changes.

Big Al's Towing and Recovery, LLC is a well-established Laramie County business with over 16 years towing for Laramie County Sheriff's Office.

Mission Statement is to provide safe, professional, damage free towing and roadside services in a timely manner at a reasonable cost. We will strive for complete confidence in our services from customers, motor clubs and law enforcement.

Our company has drivers trained in the newest methods and procedures for towing, recovery, and roadside services. We service all vehicles including but not limited to motorcycles, automobiles of all types, medium and heavy trucks, equipment, and heavy hauling. We have been a top performer for roadside insurance and motor clubs since 2008 with many national performance awards. All drivers are trained formally and in house to include Wreckmaster; TIMS; motor clubs and manufacturer training programs. All employees are enrolled in a random drug and alcohol screening program. They are also required to have an annual background check to meet requirements of our other contracts.

We have 24/7 digital dispatch with time stamps and photo documentation that is available for review through electronic transfer systems – email, text, etc. Our company works with the Wyoming Highway Patrol, the Wyoming Department of Transportation, the Laramie County Sheriff's Office, the Cheyenne City Police Department, the Laramie County Fire Authority, Cheyenne Fire Department, and F.E. Warren Airforce Base Security Forces. Our company is in good standing with all of them. We also have the towing contract for Cheyenne Frontier Days for the past 9 years.

Our facilities include a 2-acre secured fenced lot with inside storage available for investigations that is equipped with heat and lighting.

During business hours Big Al's Towing and Recovery has 7 drivers available then 3-4 drivers on call during afterhours and holidays to ensure your calls will be responded to in a timely manner.

We look forward to working with you on this proposal and any future needs the department may have.

Thank you,

Dave Rose
President Big Al's Towing & Recovery, LLC

LCSO Fleet/Evidence Bid Rates

	LIGHT DUTY Up to 10,000 lbs	MEDIUM DUTY 10,001 lbs - 15,000 lbs	MEDIUM/HEAVY 15,001 - 20,000 lbs	HEAVY DUTY 20,0001 lbs. +
Tow Services				
Tow	\$75.00	\$125.00	\$200.00	\$350.00
Enroute Mileage	\$2.00	\$2.00	\$3.00	\$5.00 *
Loaded Mileage	\$4.00	\$5.00	\$6.00	\$10.00-\$16.00
Return Miles	\$2.00	\$2.00	\$3.00	\$10.00-\$16.00
ROAD SERVICES				
Winch Time Per Hour (1/2 hr min.)	\$100.00	\$175.00	\$150.00	\$300.00
Lockout	\$75.00	\$75.00	\$100.00	\$100.00
Jumpstart	\$75.00	\$75.00	\$100.00	\$150.00
Tire Change	\$75.00	\$75.00	N/A	N/A
Fuel Delivery	\$75.00	\$75.00	N/A	N/A
ADDITIONAL SERVICES				
Use of Landoll per hour	N/A	N/A	N/A	\$225.00
Use of dollies, skates or go-jacks	\$75.00	\$75.00	N/A	N/A
Driveshaft Removal	\$75.00	\$75.00	\$100.00	\$125.00
Additional worktime Per Hour (min. 1/2 hr)	\$125.00	\$125.00	\$150.00	\$175.00
Wait Time Per Hour (min. 1/2 hr)	\$125.00	\$125.00	\$150.00	\$175.00
Traffic Control, Courtesy or Extra Vehicle Per Hour Per Unit	\$100.00	\$125.00	\$150.00	\$175.00
STORAGE / GATE FEES				
Storage Rate Per Day - Outside	\$60.00	\$80.00	\$100.00	\$100.00
Storage Rate Per Day Tractor - Outside	N/A	N/A	N/A	\$125.00
Storage Rate Per Day Trailer - Outside	N/A	N/A	N/A	\$175.00
Storage Rate Per Day - Inside	\$125.00	\$150.00	\$175.00	\$200.00
Storage Rate Per Day Tractor - Inside	N/A	N/A	N/A	\$250.00
Storage Rate Per Day Trailer - Inside	N/A	N/A	N/A	\$350.00

*En route Heavy Mileage only charged with Heavy Road Services

Effective Date 8/1/2022

**Rotator available at a discounted rate

***After hours/holiday fees add \$25

PROPOSAL FORM

TO:

Sgt. Ryan Martinez
Laramie County Sheriff's Department
1910 Pioneer Avenue
Cheyenne, WY 82001
(307) 633-4789

The undersigned hereby declares that [firm name] Big Al's Towing and Recovery, LLC

have carefully examined the specifications to furnish: RFP – to provide vehicle towing for the Laramie County Sheriff's Department for vehicles being towed as evidence and towing of Sheriff's Department owned vehicles for which proposals were advertised to be received June 30, 2022. At 2:00 pm and further declare that [firm name]

Big Al's Towing and Recovery, LLC
will furnish the said work according to specifications.

Proposed Cost

Initial hook up fee: \$75⁰⁰ light duty

Mileage fees: \$14⁰⁰ Loaded
\$2⁰⁰ enroute and return

Holiday, weekend, or after-hours fees: add \$25⁰⁰

Storage fees: \$60⁰⁰ outside \$125⁰⁰ inside

Any other additional fees: see attached rate sheet

Flat tire changing services: \$75⁰⁰

The county does not anticipate many, if any, instances where the tow company will be storing vehicles which are towed pursuant to this contract. Vehicles towed pursuant to this contract will generally be delivered to and unloaded at a designated storage facility, the Sheriff's Department or repair shop.

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? X YES _____ NO

Original

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company Big Al's Towing and Recovery Inc.
By David Rose (Print name)
Signature [Signature]
Address 6520 Hinesley Rd
City Challenger State WV ZIP 82001
Telephone 307-632-6999 Fax 307-632-7007
E-Mail Address: BigalsTowing@gmail.com
DUNS# 08-792-9237 Fed. ID. # 26-2935792

We would like to request an addendum to the contract as far as the term of the contract. To read a term of one calendar year with automatic renewal for 3 years. If there are any changes in services or pricing, they shall be submitted in writing 30 days before changes are made. This will allow for changes in economic stability as well as the scope of work performed for the Laramie County Sheriff's Office.

References:

City of Cheyenne
2101 O'Neil Ave
Cheyenne, WY 82001
307-637-6200

Cheyenne Frontier Days
P.O. Box 2477
Cheyenne, WY 82003
307-778-7200

1230 W 8th Ave
Cheyenne, WY 82001

PTI – Professional Transportations, Inc.
3700 E Morgan Avenue
Evansville, IN 47715
800-471-2440

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) David Rose
am the (title) President
and the duly authorized representative of the firm of (Firm Name) Big A's Towing
and Recovery LLC
whose address is 10520 Hinesley Rd Cheyenne, WY 82001

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Big A's Towing & Recovery operations manager is the wife of a Laramie County Sheriff's Office Deputy.

Signature: [Handwritten Signature]

Printed Name: David Rose

Firm Name: Big A's Towing & Recovery LLC

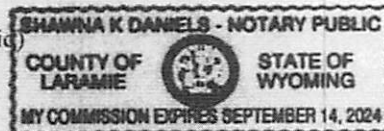
Date: 6/29/22

Sworn to and subscribed before me this 29TH day of JUNE, 2022.

Notary Public - State of WYOMING

My Commission expires SEPTEMBER 14, 2024 Shawna K Daniels

(Printed, typed or stamped commissioned name of Notary Public)



POLICY NO: 07.05
DATE EFFECTIVE: May 19, 2014
TITLE: TOWING AND WRECKER SERVICES

POLICY:

As a public service, the Laramie County Sheriff's Department may maintain a rotational call-out list of available towing and wrecker services to be used on an as-needed basis.

Procedure

- A. This procedure is promulgated to ensure that prompt and efficient services provided to the public and to minimize the time that deputies spend waiting for towing services.
- B. All complaints or investigations into violations of this policy will be handled by the Administrative Bureau Lieutenant.

General Requirements

- A. To be included on the Department's towing and wrecker services rotation list, applicants must satisfy the following:
 - 1. Possess a current letter of operating authority issued by the State of Wyoming and provide a copy to the Administrative Lieutenant for file.
 - 2. Maintain the place of business within Laramie County.
 - 3. Be in compliance with all applicable State, Local, Federal laws and/or regulations.
 - 4. Agree to abide by the requirements of law and regulations and assist the Department in the investigation of complaints or violations of law or policy.
- B. In June of each year the Administrative Sergeant will verify with the State Authority that each company on the rotational list has a current Letter of Operating Authority.

Rotation List

- A. If the party needing wrecker service requests a specific service, that wrecker service will be called, if available. Any company or individual may request only specific wrecker services. Use of a specifically requested service does not affect the rotation list.
- B. If the party needing the wrecker service has no preference, the next wrecker service on the rotation list will be called. Separate rotation lists will be maintained by class of tow and wrecker service.
- C. In any emergency, a service may be called out of rotation at the discretion of the Department, and deputies may bypass any wrecker not qualified or of large enough capacity for the tow required.

Rules for Operators

- A. Operators shall not respond to a rotation call-out after having consumed an alcoholic beverage.
- B. Operators must have adequate training and a working knowledge of the equipment on the wrecker.
- C. Operators shall not respond to an accident scene or remove vehicles from a roadway or public right-of-way unless authorized by the Department or another law enforcement agency having jurisdiction.
- D. Operators must notify Combined Communications prior to the removal of any abandoned vehicle from private property and whenever a vehicle is towed that is not owned by the party requesting its removal.
- E. Operators shall not refuse to respond to or remove a vehicle when called on rotation.
- F. Operators must respond to rotation calls promptly. If unable to do so, the operator shall notify the Department immediately.
- G. Operators must clean debris from accident scenes prior to departure.
- H. Operators shall not refuse to surrender property from stored vehicles.
- I. Operators shall not release towed vehicles or property therein, which have a Department hold on them.
- J. Operators shall cooperate with the Department during the course of any investigation involving towed vehicles.

Removal from Rotation List

- A. Towing and wrecker services may be removed from the rotation list for violation of any provision of this policy. Any removed service may request a hearing before the Department, and all appeals shall be resolved by the Sheriff.
- B. A towing or wrecker service that has been removed from the rotation list for 30 days may make a written request for reinstatement. The Sheriff will decide reinstatement matters on a case-by-case basis.

Abandoned Vehicle Lot (s)/Parking Plan

A. General Information:

- 1. The Laramie County Abandoned Motor Vehicle Lot is designated by the Laramie County Commissioners per Wyoming State Statute 31-13-105.
- 2. The lot is used by the Laramie County Sheriff's Department, Cheyenne Police Department and the Wyoming Highway Patrol. The lot (s) are maintained and operated by the Sheriff's Department.

B. Location of the Abandoned Vehicle Lot:

- 1. The Laramie County AMV Lot is located at 13907 Bullseye Boulevard which is in the Archer Complex, east of Public Works. (See attachment # 1/Parking Plan) It is secured with a combination lock and will hold approximately 68 vehicles.

C. Parking Plan:

1. The parking plan was developed to maximize the number of abandoned vehicles being stored in the AMV lots.
2. Agencies, which are towing abandoned vehicles, will closely as possible adhere to the Parking Plan, this includes tow agencies.
4. Once a lot is filled to capacity no other vehicles will be accepted and the affected agencies will be notified.
 - a. Once an AMV sale has been completed and the sold vehicles have been removed the towing of abandoned vehicles may resume.

Approved by:

Danny Glick, Sheriff

Date _____