

FIRST AMENDMENT OF CITY WIDE TOWING SERVICES AGREEMENT

This first Amendment of City Wide Towing Services Agreement (“Third Amendment”) is effective _____ (“Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (“City”), and City Towing, Inc., dba Quality Towing, Sunrise Towing, Inc. and Ken Lehman Enterprises, Inc. dba South Strip Towing aka SST, Nevada corporations (the “Providers”) (collectively, City and Providers will be referred to as the “Parties”).

RECITALS

WHEREAS, on August 5, 2023, City and Providers entered into the City Wide Towing Services Agreement (“Original Agreement”), a copy of which is attached as Exhibit A;

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Second Amendment and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Section 3 of the Original Agreement shall be deleted and replaced with the following:

The City shall pay the Provider for the Services in an amount not to exceed Two Hundred Nineteen Thousand, Seven Hundred Eighty-Three Dollars and 60/100 (\$219,783.60). Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement, if all renewal options are exercised by the City, is Two Hundred Nineteen Thousand, Seven Hundred Eighty-Three Dollars and 60/100 (\$219,783.60) over the entire term of the Agreement, including the two, one-year renewals.

AMOUNT PER FISCAL YEAR	AMOUNT
September 15, 2023-June 30, 2024	\$ 36,000.00
July 1, 2024-June 30, 2025	\$ 39,600.00
July 1, 2025-June 30, 2026	\$ 43,560.00
July 1, 2026-June 30, 2027 (1 st Renewal)	\$ 47,916.00
July 1, 2027-June 30, 2028 (2 nd Renewal)	\$ 52,707.60
TOTAL NOT TO EXCEED AMOUNT:	\$ 219,783.60


2. In all other aspects, the Parties confirm and re-affirm the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the Provider and the City have caused this First Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

City Towing, Inc.,
doing business as Quality Towing
a Nevada corporation

By: _____
Pamela Goynes-Brown, Mayor

By: 
Name: PETER CATRON
Title: GENERAL MANAGER
8-21-23

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see attached page(s).

CITY TOWING SERVICES AGREEMENT

This Citywide Towing Services Agreement (“Agreement”) is made and entered into as of 08/05/2023 16:23:58 GMT (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and City Towing, Inc., dba Quality Towing, Sunrise Towing, Inc. and Ken Lehman Enterprises, Inc. dba South Strip Towing aka SST, Nevada corporations (the “Providers”).

WITNESSETH:

WHEREAS, the City requires automobile towing services of its City light duty, medium, Landoll, and heavy-duty vehicles by a supplier to tow vehicles when they become disabled (the “Services”);

WHEREAS, Providers can provide the Services in accordance with the Services Providers’ quote and terms described in Exhibit A (“Quote”); and

WHEREAS, Providers represent that they have the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and are willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Providers shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on the September 15, 2023 and will continue to be in effect until June 30, 2026 (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Providers have satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year periods upon written notice to the Providers.

SECTION THREE COMPENSATION

Providers will provide the Services at the rates listed in Exhibit A (“Services”), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any

other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City.

AMOUNT PER FISCAL YEAR	AMOUNT
September 15, 2023-June 30, 2024	\$ 24,000.00
July 1, 2024-June 30, 2025	\$ 26,400.00
July 1, 2025-June 30, 2026	\$ 29,040.00
July 1, 2026-June 30, 2027 (1 st Renewal)	\$ 31,944.00
July 1, 2027-June 30, 2028 (2 nd Renewal)	\$ 35,139.00
TOTAL NOT TO EXCEED AMOUNT:	\$ 146,523.00

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days' written notice to the Providers. In the event of termination, Providers shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Providers in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Providers delivers written notice of such default to the City.

4.3. The City may suspend performance by Providers under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Providers at least ten (10) days prior to the date on which the City will suspend performance. The Providers shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Providers' performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDERS REPRESENTATIONS AND WARRANTIES

5.1. The Providers hereby represent and warrant for the benefit of the City, the following:

5.1.1. Providers are duly formed validly existing entities and are in good standing pursuant to the laws of the State of Nevada. The Providers are financially solvent, able to pay their debts when due, and possess sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person(s) executing this Agreement on Providers' behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Providers.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Providers' profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Providers shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Providers, their subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Providers, their employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Providers perform the Services or for any negligence, errors, or omissions of Providers, their employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Providers. The City acknowledges and agrees that Providers retain the right to contract with other persons in the course and operation of Providers' businesses and this Agreement does not restrict Providers' ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Providers shall treat all information relating to the Services and all information supplied to Providers by the City as confidential and proprietary information of the City and shall not permit its release by Providers' employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Providers hereby certify that they have conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Providers having access to City personnel, data, information, personal property, or real property and have deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Providers' duties set forth in this Agreement. The City reserves the right to refuse to allow any of Providers' employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

9.1. Providers shall procure and maintain at all times during the performance of the Services, at their own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Providers.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Providers have no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.5. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.5.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Providers including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Providers' insurance (at least as

broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.5.2. Primary Coverage: For any claims related to this contract, the Providers' insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Providers' insurance and shall not contribute with it.

9.1.5.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.5.4. Waiver of Subrogation: Providers hereby grant to the City a waiver of any right to subrogation which any insurer of said Providers may acquire against the City by virtue of the payment of any loss under such insurance. Providers agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.5.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Providers, its employees, agents, and subcontractors.

9.1.5.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Providers to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.5.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.5.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.5.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.5.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.5.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Providers must purchase "extended

reporting” coverage for a minimum of five (5) years after completion of work.

9.1.6. Verification of Coverage: Providers shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Providers’ obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.7. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Maria Consengco
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633- 1463

To Providers: City Towing, Inc., dba Quality Towing
Sunrise Towing, Inc.,
Ken Lehman Enterprises, Inc.
dba South Strip Towing aka SST
Attention: Peter Catron
2024 Losee Rd
North Las Vegas. NV 89030
Phone: 702-649-5711
Email: pcatron@unitedroadtowing.com

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Providers shall ensure that they are familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Providers further recognize that, while Providers are performing any work on behalf the City, under the terms of this Agreement, Providers agree that they have the sole and exclusive responsibility to assure that their employees and the employees of their subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Providers will supply all of their employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Providers and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Providers without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Providers.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Providers shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Providers or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Providers, their agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Providers shall treat all information related to this Agreement, all information supplied to Providers by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Providers under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Providers for the disclosure of any public record including, but not limited to, documents provided to the City by Providers. In the event the City is required to defend an action with regard to a public records request for documents submitted by Providers, Providers agree to indemnify, hold harmless, and defend the City from all damages, costs, and

expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Providers and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Providers certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.


13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Providers certify that they are not currently engaged in a boycott of Israel, and Providers agree not to engage in a boycott of Israel during the Term.

13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.


[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the City and Providers have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

By: 
Pamela A. Goynes-Brown, Mayor

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to form:

By: 
Micaela Rustia Moore, City Attorney

City Towing, Inc, dba Quality Towing,
Sunrise Towing, Inc.,
Ken Lehman Enterprises, Inc.
dba South Strip Towing aka SST
a Nevada corporation

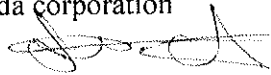
By: 
Name: PETER CATRON
Title: GENERAL MANAGER
6-22-23

EXHIBIT A

Services

Please see the attached page(s).



2024 Losee Rd. North Las Vegas, NV 89030
702-649-5711

RE; City of North Las Vegas Tow Pricing Summary 3-16-23

Light Duty Towing – 9,999GVW and under \$100.00 flat, within City of North Las Vegas Boundaries.

Medium, Landoll and Heavy-Duty Towing – 10,000GVW and over \$160.00 per hour Port to Port.

ETA's – In the event our tow truck cannot respond within 90 Minutes our dispatch will contact North Las Vegas and advise of the situation.

Fuel Surcharge of 20%.

Towing prices are applicable for all three of our companies listed below through the end of the contract.

The legal names of our three companies currently doing business with the City of North Las Vegas.

1. City Towing Inc. dba Quality Towing
2. Sunrise Towing
3. Ken Lehman Enterprises Inc. dba South Strip Towing

Peter Catron

Quality Towing, Sunrise Towing & SST Towing
General Manager
C (702) 969-7396