

CONTRACT FOR VEHICLE ACCIDENT MANAGEMENT SERVICES

THIS CONTRACT is entered into this 16th day of October, 2017, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and RENTAL CONCEPTS, INC., an Ohio corporation, D.B.A. FLEET RESPONSE ("CONTRACTOR").

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated Specifications and Documents ("Contract Documents"), attached and made a part of this Contract:

- a. This Contract
- b. Addendum #1 dated May 22, 2017
- c. City of Gainesville Invitation to Bid #FMDX-180007-DS dated May 8, 2017
- d. Living Wage Ordinance – Article IX, Chapter 2, City of Gainesville Code of Ordinances
- e. Proposal of Fleet Response, dated June 8, 2017

The Contract Documents constitute the entire agreement between the CITY and CONTRACTOR. In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be in ascending order as listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail. Any modification to the Contract Documents shall only become effective on signed written agreement between the parties.

2. Intellectual property rights: Subject to the terms and provisions of this Contract, CONTRACTOR grants to CITY a non-exclusive, non-transferable license to access the online services provided by CONTRACTOR (the "Online Services"). Such license shall terminate upon the expiration of this Contract. Except as specifically provided in this Section, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, is granted by CONTRACTOR to CITY under this Contract. The Online Services may be used by authorized users of CITY only for CITY's internal business requirements and for no other purpose. CITY acknowledges its understanding that CONTRACTOR either owns or possesses adequate licenses or other rights to use the Online

Services and all of the components thereof, including without limitation all software, websites, documentation, upgrades, modifications, enhancements, improvements, additions and derivative works (collectively, the "Intellectual Property"). All applicable rights to patents, copyrights, trademarks and trade secrets included in or constituting a part of the Intellectual Property, or any modifications thereto made at CITY's request or otherwise, shall remain with CONTRACTOR or its licensors (as applicable). CITY shall not sell, transfer, publish, disclose, display or otherwise make available the Intellectual Property to any third-party, except as required by law. Any and all copies of any software included as part of the Intellectual Property, including translations, compilations, partial copies with modifications and updated works, are the property of CONTRACTOR or its licensors (as applicable). CITY shall not take, or attempt to take, any of the following actions: (a) reproduce, copy or reverse engineer any Intellectual Property or any part thereof; (b) interfere in any manner with the Intellectual Property or any services provided by CONTRACTOR or its licensors, including hosting services, associated with the Intellectual Property; (c) access any information or data provided to CONTRACTOR or its licensors by any third-party; (d) circumvent or otherwise disable any security or data protection measures implemented by CONTRACTOR or its licensors; (e) duplicate in hard copy or any other format whatsoever, any documentation included in or constituting a part of the Intellectual Property except that, with proper copyright notices, a single copy of such documentation may be made for each authorized user of the Intellectual Property; (f) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear as part of the Intellectual Property; (g) do any "mirroring" or "framing" of any part of any website included in or constituting a part of the Intellectual Property (a "Website") or create Internet links to any such Website which include log-in information, user names, passwords, and/or secure cookies; (h) intentionally interfere with or disrupt any Website or the servers or networks connected to such Website or otherwise violate any requirements, procedures, policies or regulations of CONTRACTOR or its licensors; or (i) upload, post, email, transmit or otherwise make available using or in connection with any Website any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any applicable computer software or hardware or telecommunications equipment. During the term of this Contract, CITY grants to CONTRACTOR a non-exclusive, royalty-free, non-transferable, limited license to use

all data and information of CITY necessary for CONTRACTOR to perform the Online Services only in connection with CONTRACTOR's performance of the Online Services under this Contract. Client represents and warrants that CITY has obtained all consents of any such third-party necessary for such uses of such client data.

3. The CITY shall pay to the CONTRACTOR for the faithful performance of this Contract the sums due upon verified invoice within 30 days of receipt in accordance with the Invitation to Bid. The annual budget for this Contract shall not to exceed Two Hundred Thousand Dollars and no cents (\$200,000.00).

4. The CONTRACTOR and the CITY further agree that time is of the essence of the Contract and that the work under the Contract is required to be completed within the time specified in the Contract Documents.

5. The contract period for work under this Contract shall commence on October 1, 2017 and shall end on September 30, 2019. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the parties may extend the term of this Contract for a 12-month period with a maximum of three (3) 12-month extensions.

5. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties.

6. Disclaimers; Limitation of Liability: CONTRACTOR warrants to CITY that all Online Services will be performed by CONTRACTOR in a competent manner and in accordance with industry standards. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, CITY ACKNOWLEDGES AND AGREES THAT CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO GOODS AND SERVICES PURCHASED IN CONNECTION WITH THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY THAT THE ONLINE SERVICES WILL MEET CITY'S REQUIREMENTS, WILL OPERATE IN COMBINATIONS WHICH CITY MAY SELECT FOR USE, OR WILL BE UNINTERRUPTED OR ERROR-FREE) AND MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, OR ANY OTHER

CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, OR (B) ANY DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY CONTRACTOR TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT DUE TO ANY CAUSE BEYOND CONTRACTOR'S REASONABLE CONTROL, SUCH CAUSES TO INCLUDE WITHOUT LIMITATION, FAILURES OR INTERRUPTIONS OF COMMUNICATIONS FACILITIES, POWER SUPPLIES, OR EQUIPMENT OF THIRD PARTIES, LABOR STRIKES OR SLOWDOWNS, SHORTAGES OF RESOURCES OR MATERIALS, NATURAL DISASTERS, WORLD EVENTS, DELAY OR DISRUPTION OF SHIPMENT OR DELIVERY, TRESPASS OR INTERFERENCE OF THIRD PARTIES, OR SIMILAR EVENTS OR CIRCUMSTANCES BEYOND CONTRACTOR'S REASONABLE CONTROL.

6. Independent Contractor. CONTRACTOR shall be considered an independent CONTRACTOR and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents.

7. Governing Law and Venue. This Contract shall be interpreted in accordance with the laws of the State of Florida, except for its conflict of law's provisions. In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Alachua County, Florida.

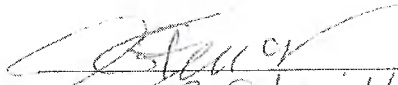
8. Any notice required under this Contract shall be addressed as follows and delivered via US Post or express mail:

CITY
City of Gainesville
6317 NW 16th Street
Gainesville, FL 32653
Attn: Sheryl Dukes


CONTRACTOR
Rental Concepts, Inc.
D.B.A. Fleet Response
6450 Rockside Woods Blvd.
S#250
Independence, OH 44131
Attn: Ed Castro

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

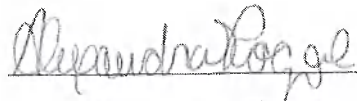
ATTEST OR WITNESS:


Title: V.P. Salas, Marketing

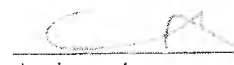
RENTAL CONCEPTS INC.
D.B.A. FLEET RESPONSE


Title: Director of Risk / Finance


ATTEST OR WITNESS:


Title: Executive Assistant to the City Manager

CITY OF GAINESVILLE


Anthony Lyons
City Manager

APPROVED AS TO FORM AND LEGALITY


City Attorney

Date	Ver.	Action By	Action
8/17/2017	1	City Commission	Approved as Recommended