

**AGREEMENT BETWEEN
THE CITY OF GAINESVILLE
AND
ELITE AUTO CENTER OF GAINESVILLE Inc., dba ELITE TOWING**

This Agreement is made and entered into, by and between the City of Gainesville, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "CITY" and Elite Auto Center of Gainesville Inc., dba Elite Towing, hereinafter referred to as "CONTRACTOR".

Whereas, the CITY desires to enter into to an agreement with the CONTRACTOR to provide towing and storage services for the City of Gainesville, to include the Gainesville Police Department (GPD), Fleet Management, and Code Enforcement, which incorporates BID GPDC-200016-DH into this Agreement, and are attached hereto. Other City departments may use this Contract for their towing purposes using Code Enforcement prices for non-city vehicles and Fleet prices for city owned vehicles.

Whereas the CONTRACTOR is awarded the contract and prices quoted are firm and the Contract shall commence upon execution and shall end on February 28, 2023. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the CITY reserves the right, through negotiation with the CONTRACTOR, to extend the term of this Contract for a 12 month period with a maximum of two (2) such extensions.

SCOPE OF SERVICES

CONTRACTOR shall provide towing and storage services to the CITY based on the BID GPDC-200016-DH and the specifications listed in the bid document (Attachment 1 – BID Document GPDC-200016-DH), which is attached hereto and incorporated by reference.

CONTRACTOR will provide the CITY with a current list of employees for worker's compensation provided by the CONTRACTOR'S insurance company on a quarterly basis. The information shall be provided within five (5) business days after the end of each quarter.

CONTRACTOR shall not commence work prior to a background check being completed by the Gainesville Police Department for all its employees. At that time, the Date of Birth, Gender, Race, and Social Security Number will be required for all personnel performing services for the Contract. Any change of personnel occurring during the course of the Contract must be supplied to the CITY within five (5) business days. Only the listed tow drivers provided by the CONTRACTOR to the CITY are authorized to tow vehicles for this Contract.

CONTRACTOR must be able to meet the following response times 24 hours a day, seven days a week, 365 days a year. One-half hour (30 minute) response time for tows within the city not requiring specialized equipment and one hour (60 minutes) response times for tows within the

city requiring specialized equipment such as a "low boy", car carrier or flat bed roll off transport. If the request for towing is outside of the corporate city limits, an additional one-half hour response time shall be added. Response time is defined as when the call for service is received by CONTRACTOR from the Combined Communications Center, Code Enforcement, or Fleet Management personnel. If CONTRACTOR consistently does not respond within the established time limits, the contract may be terminated. CONTRACTOR shall have normal business hours of 8AM - 5PM, Monday thru Friday, excluding holidays, with the ability for citizens to recover their vehicles 24 hours a day, seven days a week (after hours for a set fee).

CONTRACTOR must use commercial towing software for inventory tracking and invoice management. All invoices submitted must contain vehicle description, VIN, license plate, and the city unit number (if applicable). Invoices containing storage fees must list dates and locations of storage. Invoices must be submitted monthly. Vehicle inventory must be submitted weekly to the Towing Administrator.

CONTRACTOR shall allow for inspections of the facility to include the secure storage area by GPD personnel as required by the Commission on Accreditation for Law Enforcement Agencies.

CONTRACTOR must ensure all personnel who are performing tow operations are wearing high visibility safety apparel, meeting ANSI/ISEA 107-2015 Class 2 requirements.

COMPENSATION

The CITY shall pay to the CONTRACTOR for the faithful performance of this Agreement, the sums due upon verified invoice within thirty (30) days of receipt. Invoices must be created by the CONTRACTOR and shall not be produced by CITY personnel on the CONTRACTOR's behalf. THE CONTRACTOR must accept payment either by Visa within Visa limits or by electronic funds transfer (EFT). All invoices shall list the driver's name on it.

LIABILITY INSURANCE

Prior to commencing work, CONTRACTOR shall provide documentation of the following:

- [X] Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
- [X] Insurance protection for any employees engaged in hazardous work under this Contract not protected under the worker's compensation statute.
- [X] Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage). The CITY

shall be an additional insured on such Public Liability Insurance and CONTRACTOR shall provide copies of endorsements naming the CITY as an additional insured.

- [X] Automobile Liability Insurance
Property damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).
- [X] Garage keeper's liability \$50,000 property damage, any one claim; \$250,000 aggregate

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 with the CITY. The CITY acknowledges it has no substantial control over the work of the CONTRACTOR and the CONTRACTOR is free to determine the methods used to complete the work to be done under this contract. The CONTRACTOR will be responsible for all applicable taxes and will be issued an Internal Revenue Service Form 1099 after the close of the calendar year. Notwithstanding the CONTRACTOR'S independent contractor status, any documents, records and files generated during the performance of this Agreement shall constitute public records and shall be dealt with in compliance with the provisions of Chapter 119, Florida Statutes.

TERMINATION FOR CONVENIENCE

The CITY shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR'S recovery against the CITY shall be limited to that portion of the contract price earned through the date of termination together with any retainage withheld and direct and immediate termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against the CITY.

Termination of the contract or a portion thereof, for cause or convenience, shall neither relieve the CONTRACTOR of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

EFFECTIVE DATE AND TERM

This Agreement shall be in effect for the time period upon execution and shall end on February 28, 2023.

This Agreement award notice and BID GPDC200016-DH constitutes the entire agreement between the parties. Modifications to this Agreement shall be made in writing and signed by both parties prior to becoming effective.

