

## WRECKER SERVICE AGREEMENT

THIS AGREEMENT entered into this 20 day of May by and between The City of Daytona Beach, Florida, a Municipal Corporation, hereinafter referred to as "City," and Daytona Wrecker Services, LLC, a Florida limited liability company, herein after referred to as "Towing Company," in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

WITNESSETH:

### 1. SERVICES TO BE PERFORMED BY TOWING COMPANY

The Towing Company shall provide the following services:

- A) The Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within The City of Daytona Beach when so authorized by a representative of the City.
- B) When authorized by a representative of the City, the Towing Company shall provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of Section 94.223, Chapter 64, or other applicable provision of the Code of Ordinances of The City of Daytona Beach or state statutes covering the removal and/or impounding of illegally parked or disabled vehicles or which is otherwise impounded or required to be moved at the direction of a police officer, from the point of origin to the place of business of the Towing Company, and shall provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the City as designated by the owner other than the place of business of the Towing Company.
- C) When authorized by a representative of the City, the Towing Company shall, provide for the towing and/or servicing of any disabled City owned or leased vehicle or a vehicle being seized pursuant to Chapter 932, F.S. Any disabled vehicle which must be towed shall be removed from its point of disability within ten (10) MapQuest miles of the City limits to any point within the City, as may be directed by the City.
- D) The Towing Company shall promptly remove all obstructions caused by accidents and clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company or if actual towing is not required (cleanups).
- E) When authorized by a representative of the City, the towing company will provide minor vehicle servicing to include jump starts, tire changing, and vehicle lockouts for city vehicles.
- F) The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95 percent of all calls, it will be at the requested location within the City limits within fifteen (15) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further



guarantees that in the remaining 5 percent of calls, a wrecker will be at the location within thirty (30) minutes.

- G) Upon request, the Towing Company shall provide the Daytona Beach Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the police.
- H) The Towing Company agrees to assist the City in the collection of any fees imposed by City Ordinance for police services in connection with the towing of vehicles.
- I) All services rendered by the wrecker under this paragraph (1) shall be at no expense to the City, unless specifically provided otherwise. This shall not prevent the wrecker from charging the owner of the vehicle for such services according to the rates provided in paragraph (4).

## **2. PAYMENT TO THE CITY**

In consideration of the Towing Company being called by the City for the term as provided in paragraph (3) below, the Towing Company shall pay monthly to the City, beginning on June 1, 2020 the sum of \$16,000, so long as this Agreement is in effect.

## **3. TERM**

- A). The term of this Agreement shall be for five (5) year period beginning June 1, 2020 and ending May 31, 2025

EXTENSION - The City shall have the option of extending this contract for two (2) additional five year period 1<sup>st</sup> on June 1, 2025 and 2<sup>nd</sup> on June 1, 2030. Any adjustments in the maximum wrecker fees allowed and corresponding monthly payments to the City may also be negotiated at the time of renewal.

- B). It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this contract, with one of its own wreckers, it is still responsible for providing a wrecker. The Towing Company may utilize a wrecker from any other wrecker company licensed in the City; in such cases, the substitute wrecker must comply with the terms agreed upon herein.

## **4. RATE CHARGED – VEHICLE OWNERS**

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates as established by ordinance.

The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.

- A). In addition the Towing Company may charge a ten percent (10%) fuel surcharge based on the basic tow rate only. Storage and other labor charges shall not be used in the calculation of the fuel surcharge.
- B). Any additional fees such as special equipment or special personnel not listed in the rate structure may be charged and must be documented on customer invoice.

- C). No other charges or fees, other than those specified and authorized in Section 110-38, City Code, as amended, are allowed for services provided under this contract.

## **5. RATES CHARGED – CITY**

- A) The City shall not be liable in the event of nonpayment by the owner for vehicles towed in accordance with paragraph 1.A) or 1.B).
- B) Police and Fire Department vehicles whether owned or leased towed in accordance with paragraph 1.C) will be at no charge. Vehicles that are already at city owned repair facilities and need to be towed to outside repair facilities will be charged at one-half the maximum fee allowed in the rate structure.
- C) Vehicles seized under Chapter 932, F.S. towed in accordance paragraph 1.C) will be at no charge.
- D) All other City Vehicles (excluding refuse collection vehicles and vehicles leased by the City where the lessor is responsible for towing) the rates will be one-half the rates listed in the ordinance.
- E) Minor Vehicle servicing the rates will be one-half the rates listed in the ordinance.
- F) Accident scene served by another towing company or not resulting in a tow as described in paragraph 1.D) above, the Towing Company may invoice the City for one-half the cost of towing a Class A vehicle listed in the ordinance.

## **6. PROHIBITED CHARGES**

The services called for in Section 1 of this Agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City, nor shall the City in such a case, be responsible for payment of a tow charge or storage costs.

## **7. SALVAGE RIGHTS**

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined in 1(B), excluding those vehicles seized and held for possible forfeiture by the City.

## **8. STORAGE FACILITIES**

- A) The Towing Company shall maintain a storage garage and/or outside storage facility complying with applicable building and zoning regulations. Such storage facility shall:
- 1) Contain a minimum of two hundred fifty (250) spaces in an area, which is completely enclosed by an opaque fence. The spaces shall all be located within a single compound.
  - 2) Have available a minimum of four (4) spaces inside a building for the storing of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security to preserve chain of custody for vehicles, which require police processing.



3) Be located in the City of Daytona Beach.

- B) The Towing Company shall have an employee on duty at said storage facility twenty-four (24) hours a day, seven days a week, including holidays. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract. Storage facilities shall be subject to periodic inspections at any time by the Chief of Police or his designee during the term of this Agreement when deemed necessary by the City to ensure compliance with this contract.
- C) Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within ten (10) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to paragraph 24 herein.
- D) Vehicles, which have been marked "HOLD" for forfeiture purposes by the Police Department, shall be held at the storage facility, unless indicated otherwise, at no charge for storage to the City. If the City takes legal ownership of the vehicle after forfeiture the City shall pay the towing company a flat rate of \$150.00 for the initial tow and transfer to City Yards. If the vehicle is released back to the owner as part of a negotiated settlement, the owner shall pay the tow bill and no more than five (5) business days storage or eight (8) total days if held over holidays and weekends at the wrecker yard prior to the City releasing the vehicle. Vehicles towed for criminal investigative purposes for the processing of evidence where the vehicle is the property of a victim or other person who is not a suspect or defendant in the criminal investigation shall be billed as follows. The City shall be responsible for the tow bill only of any vehicle held for investigative purposes. These rates shall be billed at one half the normal rate. The total towing and storage bill for vehicles towed for criminal investigative or evidence purposes shall not exceed two hundred dollars (\$200.00) for Class A or Class B vehicles, \$300.00 for Class C vehicles, and \$400.00 for Class D vehicles. Personnel of the Police Department shall be permitted access to such vehicles at any time. All vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", storage fees may begin to accrue against the owner of the vehicle.

#### **9. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL**

- A) The Towing Company shall, during the term of this Agreement, own or lease a minimum of six (6) wreckers to provide the services called for by this Agreement. The wreckers must include: one (1) Class "A" wrecker with four wheel drive; one (1) Class "B" wrecker; one (1) Class "D" wrecker; and three (3) car carriers. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the Rules of the Police Department attached hereto as **Exhibit A**.
- B) No owner, partner, employee, or agent of the Towing Company shall have been:
  - 1) Convicted of any felony in the past five (5) years or, if less than five (5) years where the person's civil rights have not been restored;



- 2) Convicted of any felony, misdemeanor, or municipal ordinance violation directly related to the business of operating a wrecker, regardless of length of time or whether civil rights have been restored. For the purpose of this rule, any offense involving perjury, false statement, or dishonesty shall also be considered to be directly related to the business of operating a wrecker.
  - 3) For the purposes of this section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a jury verdict of guilty when adjudication is withheld and the accused is placed on probation.
- C) The Towing Company shall not hire or retain any employee, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance chemical substance to the extent that normal faculties are impaired or driving with a unlawful blood alcohol level, or of any criminal traffic offense, within the last five (5) years.
- D) The Towing Company shall comply with all the requirements for a drug free workplace certification.

#### **10. RADIO COMMUNICATIONS**

The City shall issue radios to the Towing Company for communication with the Police Department. The City shall be responsible for maintaining the radios while the contract is in force. The Towing Company agrees to pay for repairs or replacement of radios when damage or loss is due to the abuse or neglect of the Towing Company.

#### **11. NON-EXCLUSIVENESS OF SERVICE**

The Towing Company agrees that the owner or person in possession of any vehicle, which has been incapacitated, shall have the opportunity of contacting a wrecker or tow company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

#### **12. BENEFITS FROM REPAIRS**

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility shall state the repairs/painting to be done as well as the price and terms of payment therefore.

#### **13. LIABILITY OF TOWING COMPANY**

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory sheet(s) prepared by the police officer in charge.



#### **14. PERSONAL PROPERTY IN VEHICLES**

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss of all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession, as provided by law. The Towing Company shall make the determination of the owner or person entitled to legal possession. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

#### **15. RELEASE OF THE VEHICLE**

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. Any vehicle, which has been marked "HOLD" by the Daytona Beach Police Department, cannot be released without prior authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle. The Towing Company shall deliver to the Police Department on a regular basis as decided by the Police Records Supervisor a report of all vehicles released.

#### **16. POSTING CHARGES**

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the amounts listed in Section 110-38, City code, as amended.

#### **17. ITEMIZED STATEMENTS**

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

#### **18. INDEMNIFICATION**

The Towing Company shall indemnify and hold harmless The City of Daytona Beach and its agents, officers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the Towing Company shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable.



## 19. INSURANCE

### A) Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

#### 1) Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees and subcontractors of the Towing Company connected with the work which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

#### 2) Liability Insurance:

Commercial General Liability insurance, including coverage for operations, products-completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Section 18 of this Agreement. The Liability Insurance shall name the City as an additional insured. The General and Automobile liability insurance shall each have a limit of liability of no less than \$500,000 for injury or death and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

#### 3) Garage Keepers Legal Liability Insurance:

Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the Risk Manager of the City.

### B) Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City prior to acceptance of the Towing Company's bid and the Towing Company shall not commence work under this agreement until he has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing



Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation: "In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advanced written notice to:

City Clerk  
The City of Daytona Beach  
P.O. Box 2451  
Daytona Beach, Florida 32115-2451

If requested by the City, the Towing Company will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this agreement. In the event such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

## **20. RECORDS, BOOKS AND PAYMENT**

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to the Office of the Chief Financial Officer on the first day of each month for the duration of this contract. Copies of all Towing Company paid invoices for services provided each month as a result of this contract shall be submitted with the monthly payment, if requested by the Chief Financial Officer. Such invoices may be in the form of electronic document or spreadsheet.

- A). The Towing Company shall maintain for one year, following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:
- 1) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
  - 2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department to the Records Section of the Police Department on a regular basis as approved by the Information Resources Manager, describing each vehicle by Make, Year, Model, VIN and Tag Number.
  - 3) The records shall be submitted utilizing the following procedures:
    - a. The Company shall computerize its record keeping procedures by utilizing a computer running a manufacturer supported version of Microsoft Office.
    - b. The program used to store and retrieve records from the company's computer shall be approved by the Police Department.
    - c. The records submitted to the Police Department shall be in an Excel Spreadsheet and shall be approved by the Police Department.



- B) The Towing Company shall provide Fax machines, as approved by the Police Department, capable of transmitting documents between the Police Department and the Towing Company.
- C) The Towing Company and the Police Department will provide email addresses for the transmitting of documents between the Police Department and the Towing Company.

## **21. RIGHT TO CANCEL SERVICE CALL**

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service. The Towing Company may charge a service charge of no more than fifty dollars (\$50) to release the vehicle at the scene.

## **22. COMPLIANCE WITH LAWS AND RULES**

The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes, including Section 316.530, all applicable City ordinances, and the Rules of the Daytona Beach Police Department (**Exhibit A** unless otherwise provided by ordinance or this agreement.

## **23. CASH BOND**

Prior to the effective commencement date of this Agreement, the Towing Company shall post a cash or surety performance bond in the amount of five thousand dollars (\$5,000.00) or the equivalent of one month's contract payment, whichever is higher with the City to be used by the City in the event:

- A) The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.
- B) The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Paragraph 24 entitled TERMINATION, for the purpose of defraying the cost of re-bidding this Agreement.

## **24. TERMINATION**

- A) The CITY may by written notice to the Towing Company terminate this Agreement, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the Tow Company to fulfill its contractual obligations.
  - 1) Before terminating for convenience, CITY must provide TOW COMPANY at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.
  - 2) Except as provided in Section 10(a)(3), before terminating due to TOW COMPANY's material breach of its contractual obligations, CITY must provide TOW COMPANY prior written notice, specifying the breach and demanding TOW COMPANY remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be



remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if TOW COMPANY fails to remedy the material breach within the period described in the CITY's notice of breach.

- 3) The CITY may terminate this Contract upon TOW COMPANY's breach without providing TOW COMPANY an opportunity to remedy the breach as referenced immediately above, if TOW COMPANY or any of TOW COMPANY'S personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing TOW COMPANY written notice.
- B) If the termination is for convenience, TOW COMPANY will be paid compensation for authorized services performed to the date of termination. If termination is due to TOW COMPANY's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the TOW COMPANY will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.
- C) If after notice of termination for the TOW COMPANY's failure to fulfill contractual obligations it is judicially determined by a court of law that the TOW COMPANY had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to TOW COMPANY will be made as provided in Section 10(b) for a termination for convenience.
- D) The rights and remedies of the CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.
- E) In addition to terminating this Agreement, the City may recover from the cash or surety bond all administrative costs as provided by Section 23 of this Agreement.
- F) The City may, if it so elects, pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

## **25. MISLEADING, DISHONEST AND ILLEGAL PRACTICES**

The Towing Company warrants that it will not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Agreement, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future within the twenty-four (24) hour period, the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Paragraph 24 herein.

## **26. PUBLIC RECORDS**



A) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone) 386 671-8023  
(Email) clerk@codb.us  
(Address) 301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

B) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

## **27. MISCELLANEOUS**

- A) The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- B) The bid documents and specifications, attached hereto, are made a part of this Agreement.
- C) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of copartners or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.



- D) The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.

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IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement on the dates indicated below.

<b>The City of Daytona Beach</b> By: <u>Derrick L. Henry</u> Derrick L. Henry, Mayor Date: <u>5-27-20</u>  Attest: <u>Letitia LaMagna</u> Letitia LaMagna, City Clerk Approved as to legal form: By: <u>Robert Jagger</u> Robert Jagger, City Attorney	<b>Daytona Wrecker Services, LLC</b> By: <u>Matthew McNamara</u> Matthew McNamara, Operations Mgr Date: <u>5-27-2020</u>
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Exhibit A -- Rules