

## **WRECKER/TOWING SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF EDGEWATER** ("City"), a municipal corporation, whose mailing address is Post Office Box 100, Edgewater, FL 32132-0100 and **EDGEWATER GARAGE, INC. dba EDGEWATER TOWING & RECOVERY** ("Towing Company"), whose mailing address is 2033 S. Ridgewood Avenue, Edgewater, FL 32141.

**WHEREAS**, the City having desired to obtain wrecker/towing services has determined that EDGEWATER GARAGE, INC. dba EDGEWATER TOWING & RECOVERY meets the Police Departments requirements for said services; and

**WHEREAS**, the Towing Company desires to provide wrecker/towing services to the City.

**NOW, THEREFORE**, in consideration of the agreements, premises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

### **1. SCOPE OF 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 Edgewater when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- B. When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motorized vehicles, trailers, all-terrain vehicles (ATV's), boats and other miscellaneous vehicular items which is towed under provisions of the Code of Ordinances of the City of Edgewater covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company, and at a rate no greater than the applicable maximum rate specified herein, 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 of Edgewater, the Towing Company shall, at no charge for Police Department or Fire Department vehicles, owned or leased, vehicles seized under Chapter 932, F.S., or other vehicles owned or leased by the City, provide for the towing and/or servicing of any disabled vehicle. Any disabled vehicle which must be towed shall be removed from its point of disability within the City to any point within or without the City, as may be directed by the City, for a distance of up to fifty (50) miles without charge to the City.
- D. The Towing Company shall, at no cost to the City, promptly 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, servant, or

employees of the Towing Company.

- E. 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.
- F. The Towing Company shall answer expeditiously all calls from the Edgewater Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents even if actual towing is not required (cleanup).
- G. Upon request, the Towing Company shall provide the Edgewater 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. All services rendered by the Towing Company under this section shall be at no expense to the City, unless specifically provided otherwise. This shall not prevent the Towing Company from charging the owner of the vehicle for such services according to the rates provided herein.

## **2. TERM**

The initial term of this Agreement shall be for five (5) years from the date of award. The City, with the agreement of the Towing Company, shall have the option of renewing this Agreement for two (2) two-year terms. Any adjustments in the maximum wrecker fees allowed and the payment to the City shall be established at the time of renewal.

## **3. PAYMENT TO THE CITY**

- A. For each tow described in the Scope of Services herein, the Towing Company shall pay to the City a fee in the amount of Thirty Dollars (\$30.00). On or before the fifteenth day of each month, the Towing Company shall remit to the City an itemized list of tows performed during the previous month and the appropriate total fee owed to the City. Failure of the Towing Company to remit the appropriate fee amount within the time allotted shall be grounds, at the discretion of the City, to terminate this Agreement.
- B. Copies of all Towing Company paid invoices for services provided each month as a result of this Agreement shall be submitted with the monthly payment, if requested by the City's Finance Director. Such invoices may be in the form of a computer printout.

#### **4. RATE CHARGED 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 listed in Exhibit "A" attached hereto, provided that:

- A. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
- B. An increase in the maximum rates specified herein may be negotiated at the end of the initial term of this Agreement, along with a corresponding increase in payment to the City.
- C. The towing/servicing of City owned/leased vehicles shall be as outlined previously in the Scope of Services.
- D. The maximum rates to be charged the owner for towing and storage of any motor vehicle or trailer towed at the direction of the City are listed in Exhibit "A" attached to this Agreement. In the event a towing or storage service rate is not specified in Exhibit "A", the rate schedule of the County of Volusia shall govern.
- E. Towing Company agrees to tow abandoned or junked vehicles at no charge to the City, and the City shall surrender all salvage rights to vehicle to Towing Company and shall retain no liens upon the vehicle.
- F. No other charges or fees, other than those specified and authorized in this schedule, are allowed for services provided under this Agreement.

#### **5. RATE CHARGED CITY**

The City shall not be charged for any services rendered to it under this Agreement except as specifically provided in this Agreement.

#### **6. PROHIBITED CHARGES**

The services called for in Scope of Services in this Agreement 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, excluding those vehicles seized and held for possible forfeiture by the City. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture.

## **8. STORAGE FACILITY**

- A. The Towing Company shall maintain a storage garage and/or outside storage facility complying with applicable building, licensing, and zoning regulations. Such storage facility shall:
  - i. Contain a minimum of twenty-five (25) spaces in an area which is completely fenced. The spaces shall all be located within a single compound.
  - ii. Have available a minimum of two (2) spaces, each having a minimum width of 12' and a minimum depth of 25' inside a permanent structure 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. No third party shall have access to the secure spaces.
  - iii. Be located in the City of Edgewater.
- B. The Towing Company shall have an employee on duty or available at said storage facility, upon 45 minutes' notice, twenty-four (24) hours a day, seven days a week, including holidays.
- C. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.
- D. Said storage facility 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 Agreement. Notice of any discrepancies or deficiencies in contractual 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 contractual compliance, action may be taken by the City pursuant to "Breach of Agreement" herein.

## **9. VEHICLES HELD FOR CRIMINAL INVESTIGATION OR FORFEITURE**

- A. Vehicles which have been marked "HOLD" for criminal investigation or forfeiture purposes by the Police Department shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Police Department shall be permitted access to such vehicles at any time. Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. At such time the City releases the "HOLD," storage fees may begin to accrue against the owner of the vehicle.
- B. 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 Edgewater 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 Department a report of all vehicles released.

#### **10. WRECKER EQUIPMENT AND TOWING COMPANY PERSONNEL**

- A. The Towing Company shall, during the term of this Agreement, own or lease a minimum of three (3) 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 "C" wrecker, plus one (1) car carrier. The Towing Company shall also have an additional Class "A" wrecker available for service to the Police Department which must be able to respond within the time limits established herein. The second Class "A" wrecker described above need not be owned or leased by the Towing Company, but must meet the requirements and specifications of this Agreement. 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 "B."
- B. In the event a larger capacity wrecker, a crane or other extra equipment is needed for a City directed tow or similar situation, or the Towing Company is unable to respond to a call with equipment necessary to clear an accident scene or similar situation, the Towing Company is responsible for obtaining the equipment necessary to complete the service at its own expense.

The Towing Company will obtain the equipment from a company licensed in the City, unless the equipment required for the service is not readily available from a company licensed in the City. Any substitute wrecker must comply with the provisions of this Agreement.

- C. No owner, partner, employee, or agent of the Towing Company shall have been:
  - i. Convicted of any felony where the person's civil rights have not been restored;
  - ii. 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;

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.

- D. The Towing Company shall not hire or retain any wrecker driver, 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 an unlawful blood alcohol level, or of any criminal traffic offense, within the last five (5) years.

- E. The Towing Company shall comply with all the requirements for a drug free workplace certification.

## **11. COMMUNICATIONS**

The Towing Company shall provide a cellular phone, Nextel or other two-way communication device to its drivers to ensure communications between its office and all tow trucks operated by the Towing Company, and said communications shall include the ability of the office and all tow trucks to communicate with the Police Department and the Regional Communications Center.

## **12. NON-EXCLUSIVENESS**

- A. 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.
- B. Towing Company acknowledges that the City may enter into similar Wrecker Service Agreements with other qualified towing companies to perform wrecker services on a rotating basis to the City, with the periods of rotation to be established by the City.

## **13. 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.

## **14. 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 prepare a written inventory of all personal property contained in the vehicle to be towed, or endorse the inventory prepared by the police officer in charge.

## **15. PERSONAL PROPERTY IN VEHICLES**

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to 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 charge 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 thereof upon proper proof of ownership or right to possession as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

#### **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 Exhibit "A" attached hereto.

#### **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. RECORDS**

- A. 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.
- B. The Towing Company shall maintain complete records of all services performed under this Agreement and shall comply with all the applicable provisions of Chapter 119, Florida Statutes.
- C. The records of each tow performed under authority of a representative of the City must include: 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.
- D. The Towing Company shall also be required to maintain a list of all vehicles towed under authority of the Police Department describing each vehicle by Make, Year, Model, VIN and Tag Number. The form and frequency of submission of the list to the Police Department are subject to the approval of the Police Chief.
- E. The records shall be maintained utilizing the following procedures:
  - i. The Towing Company shall computerize its record keeping procedures. The computer shall be of the type commonly called 100% IBM PC Compatible.
  - ii. The program used to store and retrieve records from the company's computer shall be

approved by the Police Department.

- iii. The records submitted to the Police Department shall be on a computer printout and shall be in a format approved by the Police Department. If, at a later date, and it proves logistically feasible, the records may be submitted on a CD, upon approval by the City.

- F. The Towing Company shall provide document machines, as approved by the Police Department, capable of transmitting documents between the Police Department and the Towing Company.

## **19. 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.

## **20. 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, Section 323.002, all applicable City ordinances, and the Rules of the Edgewater Police Department.

## **21. TERMINATION**

Should the Towing Company be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

## **22. BREACH OF AGREEMENT**

- A. It shall be the right of the City Manager and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the City Manager, there has been a breach of agreement, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of agreement. If within a period of seven (7) days the Towing Company has not eliminated the condition considered to be a breach of agreement, the City Manager may so notify the City Council and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the City Council shall hear the Towing Company and the City representatives, and shall make a determination as to whether or not there has been a breach of agreement, and shall direct what further action shall be taken by the City, including but not limited to cancellation of this Agreement, as hereinafter provided. Any lesser remedial action than cancellation shall not waive the City's right to further remedial action.
- B. In addition to terminating this Agreement, the City may recover from the case or surety



bond all administrative costs as provided by "Bonding Requirements" of this Agreement.

- C. 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 statutes.

## **23. MISLEADING, DISHONEST OR ILLEGAL PRACTICES; RUDENESS OR DISCOURTESY**

The Towing Company warrants that it will not engage in any misleading, dishonest or illegal practices, or rudeness or discourtesy with regard to the services performed pursuant to this Agreement. The City shall promptly notify Towing Company of any alleged violation or a complaint under this paragraph. If a satisfactory written explanation is not received by the City within seventy-two (72) hours of receipt of the notice by the Towing Company, the violation shall be considered sustained. Six (6) or more sustained complaints or violations within any twelve (12) month period shall be grounds for cancellation of this Agreement, and shall thereafter be reported to the City Council for action.

## **24. LICENSES**

The Towing Company is required to possess the correct occupational license, professional license, and any other authorizations necessary under all applicable federal, state and local law, statute, ordinance, and rules and regulations of any kind to carry out and perform the services required under this Agreement. If requested by the City, the Towing Company shall provide a copy of the required licenses to the City.

## **25. RELATION TO CITY**

It is the intent of the parties hereto that the Towing Company shall be legally considered an independent Towing Company, and that neither the Towing Company nor its employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Towing Company, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

## **26. CAUSES BEYOND CONTROL**

The Towing Company will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

## **27. ASSIGNMENT**

The Towing Company shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its rights, title or interest therein, or his or its power to execute such Agreement to any person, company or corporation without prior written consent of the City.

## **28. BONDING REQUIREMENTS**

- A. Prior to the commencement date of this Agreement, the Towing Company shall post a cash or surety performance bond in the amount of Two Thousand Dollars (\$2,000.00) with the City to be used by the City in the event:
- i. 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; or
  - ii. The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in herein, for the purpose of defraying any costs of the City due to the default.

## **29. MINIMUM INSURANCE REQUIREMENTS**

- A. GENERAL. Towing Company shall at its own cost procure the insurance required under this Section.
- i. The Towing Company shall furnish the City with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section. The City, its officials, officers, and employees shall be named an additional insured under the Commercial General Liability policy. The Certificate of Insurance must specify the "City of Edgewater, Edgewater, Florida" as Certificate Holder. No City Division, Department or individual name should appear on the Certificate of Insurance. The Certificate of Insurance shall provide that the City shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the Towing Company, the Towing Company shall provide the City with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.
  - ii. The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement of Certificate, the Towing Company may (at the option of the City) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.
  - iii. In addition to providing the Certificate of Insurance, if required by the City, the Towing Company shall, within thirty (30) days after receipt of the request, provide the City with a certified copy of each of the policies of insurance providing the coverage required by this Section.
  - iv. Neither approval by the City nor failure to disapprove the insurance furnished

by the Towing Company shall relieve the Towing Company of its full responsibility for performance of any obligation including the Towing Company's indemnification of the City under this Agreement.

- v. The Towing Company shall ensure that all subcontractors comply with the all insurance requirements under this Agreement and shall provide the City with certificates of insurance meeting the required insurance provisions.

B. INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

- i. Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- ii. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- iii. If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (a) lose its Certificate of Authority; (b) no longer comply with Section 440.57, Florida Statutes; or (c) fail to maintain the requisite Best's Rating and Financial Size Category, the Towing Company shall, as soon as the Towing Company has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Towing Company has replaced the unacceptable insurer with an insurer acceptable to the City, the Towing Company shall be deemed to be in default of this Agreement.

C. SPECIFICATIONS. Without limiting any of the other obligations or liability of the Towing Company, the Towing Company shall, at its sole expenses, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the Towing Company and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

- i. Workers' Compensation/Employer's Liability.
  - a) The Towing Company's insurance shall cover the Towing Company for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The

Towing Company will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the Towing Company and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoreman and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

- b) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit to the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.
- c) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be the statutory limits provided in Chapter 440, Florida Statutes, and all federal government statutory limits and requirements.

ii. Commercial General Liability.

- a) The Towing Company's insurance shall cover the Towing Company for these sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.
- b) The minimum limits to be maintained by the Towing Company (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

Bodily injury and property damage: \$1,000,000 single limit per occurrence.

iii. Comprehensive Automobile and Truck Liability. The Towing Company's insurance shall cover owned, hired and non-owned vehicles with minimum limits of \$500,000.00 each occurrence.

iv. Errors and Omissions or Professional Malpractice Coverage with minimum limits of \$1,000,000 per occurrence.

v. Garage Keepers Legal Liability. Coverage 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 for the City.

- D. OBLIGATION. Compliance with the foregoing insurance requirements shall not relieve the Towing Company, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

### **30. INDEPENDENT CONTRACTOR**

The Towing Company is and shall be an independent contractor and operator, responsible to all parties for all of its acts or omissions and the City shall in no way be responsible for such acts or omissions. The Towing Company shall and will indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including reasonable attorney's fees of any kind and nature arising or growing out of or in any way connected with the Towing Company's provision of wrecker/towing services to the City except as shall have been occasioned by the sole negligence of the City.

### **31. INDEMNIFICATION OF CITY**

To the fullest extent permitted by law, the Towing Company shall indemnify and hold harmless the City and its employees, from and against damages, losses, and expenses, including but not limited to reasonable attorney's fees and other reasonable legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for each witness testimony, arising out of or resulting from the performance of services required under this Agreement, provided that same is caused by the error, omission, negligent act, or misconduct of the Towing Company, its agents, servants, employees, or subcontractors. In accordance with Florida Statutes, Chapter 725, adequate consideration has been provided to the Towing Company for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of the Towing Company or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be legally liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Towing Company or its agents or subcontractors, under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

### **32. EQUAL OPPORTUNITY EMPLOYMENT**

The Towing Company agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

### **33. NO CONTINGENT FEES**

The Towing Company warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Towing Company to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Towing Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration.

### **34. COMPLIANCE WITH § 287.133, FLORIDA STATUTES**

The Towing Company shall, simultaneous with the execution of this Agreement, if not previously done, execute a public entity crime statement required by § 287.133, Florida Statutes.

### **35. NOTICES**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

**If to City:**

City Manager  
City of Edgewater  
P.O. Box 100  
Edgewater, FL 32132-0100

**With Copy to:**

City Clerk  
City of Edgewater  
P.O. Box 100  
Edgewater, FL 32132-0100

**If to Towing Company**

Myron F. Hammond, President  
Edgewater Garage, Inc.  
2033 S. Ridgewood Ave  
Edgewater, FL 32141

**36. HEADINGS**

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.

**37. AMENDMENTS**

This Agreement may only be amended by a written document signed by both parties.

**38. ENTIRE AGREEMENT**

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

**39. ASSIGNMENT**

The Towing Company shall not assign its obligations hereunder without the prior written consent of the City.

**40. BINDING EFFECT**

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

**41. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be made and entered into the date and year first written above.

**ATTEST:**

**CITY OF EDGEWATER, FLORIDA**

\_\_\_\_\_  
Bonnie Zlotnik, City Clerk

By: \_\_\_\_\_  
Jeffrey Thurman, Interim City Manager

Dated \_\_\_\_\_

**WITNESSES:**

**EDGEWATER GARAGE, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Myron F. Hammond, President

\_\_\_\_\_

Dated \_\_\_\_\_



## EXHIBIT "A"

### TOWING RATE STRUCTURE EDGEWATER POLICE DEPARTMENT

#### RATES CHARGED OWNERS:

In consideration for the services to be provided by the Towing Company under the terms of participating in this agreement, the Towing Company may charge the owner/operator of the vehicle being towed or stored the rates listed below, provided that:

- 1) The City of Edgewater shall not be liable in the event of non-payment by the owner of the vehicle being towed.
- 2) The Towing Company agrees to tow abandoned or junked vehicles at no charge to the City of Edgewater, and the City shall surrender all salvage rights to the vehicle to the Towing Company and shall retain no liens upon the vehicle.

**The maximum rates to be charged the owner for towing and storage of any motor vehicle or trailer towed at the direction of the City shall be:**

Towing vehicles, Class A, under 9,999 lbs. GVWR	\$125.00
Towing vehicles, Class B, under 19,500 lbs. GVWR	250.00
Towing vehicles, Class C, 19,501 to 24,999 lbs. GVWR	375.00
Towing vehicles, Class D, greater than 25,000 lbs. GVWR	500.00
Water recovery with the wrecker company using its own certified scuba diver to make the recovery	100.00
Service Charges	
a. Wrecker on-scene and owner arrive	25.00
b. Wrecker not on-scene and owner arrive	No Charge
Time beyond initial thirty (30) minutes at scene	
(non-consensual tow), per fifteen (15) minute Block: (Class A vehicles-gross weight rating 9,999 pounds or less or a vehicle carrying a vessel fifteen (15) feet or less in length	25.00
(Class B vehicles-gvw 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than fifteen (15) feet but less than twenty-two (22) feet in length):	50.00

(Class C vehicles-gvw rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than twenty-two (22) feet in length): 75.00

(Class D vehicle-gvw rating at more than 25,000 pounds): 100.00

**Clean-up Charges:**

- a) Towing Company shall, at no cost to the City of Edgewater, clean up 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 crash scene.
- b) Towing Company shall not charge the owner of the vehicle being towed for clean up

**Storage Rates per Day:**

- a) Vehicle at compound under twelve (12) hours NO CHARGE
- b) Outside (passenger car/light truck) \$20.00
- c) Inside (passenger car/light truck) \$25.00
- d) Outside Class C 55.00
- e) Outside Class D 55.00

**Gate Fee/Personal Property Recovery:**

Towing Company shall not charge a "gate fee" or similar charge, to allow an owner of personal property contained within an impounded vehicle, to retrieve his/her property as permitted by §713.78(10), F.S. during the first twelve (12) hours of impoundment. After the first 12 hour period a "gate fee" may be imposed not to exceed \$35.00 if the owner requests to remove his/her property outside normal business hours of the storage facility. Normal business hours shall be defined as Monday-Friday, 8 a.m. to 6 p.m., not to include Saturday and Sunday and legal holidays.

**Prohibited Charges:**

Any charge or fee not specifically permitted by this Agreement or by the County of Volusia for wrecker services is prohibited

## **EXHIBIT “B”**

### **RULES OF THE EDGEWATER POLICE DEPARTMENT WRECKER QUALIFICATIONS AND REGULATIONS**

#### **I. SCOPE AND PURPOSE**

- 1) These rules apply only to the Towing Company under contract to the City of Edgewater.
- 2) These rules are designed to assist private and commercial users of the highways of this City by insuring that only qualified, reputable wrecker operators and equipment are provided for removal of wrecked, disabled, stolen, or abandoned motor vehicles in the event the owner or operator is qualified under these rules. In such event, the owner's request will be honored without resort to these rules unless there will be an unreasonable time delay and a traffic problem exists.

#### **I. DEFINITIONS**

- 1) *The Department* - The Edgewater Police Department.
- 2) *The City* - The City of Edgewater
- 3) *Operator* - The individual, partnership, corporation, or business entity engaged for hire in the recovery, towing or removal of wrecked, disabled, stolen, or abandoned motor vehicles under contract to the City. For the purpose of this rule, an employee shall be governed by these rules while on duty, and unless otherwise stated, shall be considered an agent for the wrecker operator.
- 4) *Agreement* - The Wrecker Service Agreement entered into between the City and Operator.

#### **II. RESPONSE TO CALLS**

- 1) The operator shall respond to all requests made through the Department as specified under Scope of Work.
- 2) Unless authorized by the Department officer, flashing amber lights shall not be used while responding to a call for service.
- 3) Flashing amber lights shall be used at the scene and when towing from the scene in accordance with Chapter 316, F.S.
- 4) When no hold is placed against the vehicle by the investigating officer, the operator shall tow to any location the owner requests within the limits of Volusia County.
- 5) Any ancillary service, such as the use of dolly, dropping and hooking up linkage, is to be performed only if required and appropriate.

- 6) The motor vehicle owner is responsible for payment of charges imposed by the operator.

### **III. WRECKER CLASSIFICATION AND REQUIRED EQUIPMENT**

- 1) Each tow truck owned and maintained by a wrecker operator shall be commercially manufactured and shall conform to the requirements set out herein. The wrecker and equipment shall be operable.
- 2) The tow truck and equipment shall be inspected by the Chief of Police or his designee annually.
- 3) Specifications and equipment for operators:
  - a. Class "A" Wrecker
    - i.A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight.
    - ii.A complete, commercially manufactured crane and twin winch having a manufacturer's rating of at least 4+ tons for each winch must be mounted on the chassis.
    - iii.A minimum of one hundred feet of 3/8-inch cable per winch.
    - iv.Cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate is to be equipped with safety chains and so construed that no further damage will occur when picking up vehicles.
    - v.Dual rear wheels.
    - vi.Equipped with wheel lifts or equivalent.
  - b. Class "A" Car Carriers (Roll-back or Slide-back)
    - i.A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight, with a minimum 16 foot bed.
    - ii.Dual wheels.
    - iii.One winch with a 4+ ton capacity.
    - iv.A minimum of 50 feet of 3/8-inch cable.
    - v.A brake lock device.
    - vi.A minimum of two safety tie down chains ten feet in length.

c. Class "B" Wrecker

- i.A truck chassis with a manufacturer's rated capacity of at least 20,000 pounds gross vehicle weight.
- ii.A complete, twin-winch, commercially manufactured crane and winch having a manufacturer's rating of at least 10+ ton capacity mounted on the chassis.
- iii.A minimum of two hundred feet of at least 1/2-inch cable.
- iv.A cradle or tow plate or tow cling to pick up vehicles. The cradle or tow plate or tow sling is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
- v.Air brakes so constructed as to lock the rear wheels automatically upon failure and to supply air to disabled vehicles.
- vi.Dual rear wheels.

d. Class "C" Wrecker

- i.A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight.
- ii.A complete, twin-winch, commercially manufactured crane and winch having a manufacturer's rating of at least 25+ ton capacity mounted on the chassis.
- iii.A minimum of two hundred feet of at least 5/8-inch cable.
- iv.A cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate or tow sling is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
- v.Air brakes so constructed as to lock the rear wheels automatically upon failure and to supply air to disabled vehicles.
- vi.Dual rear wheels.

e. Class "D" Wrecker

- i.A truck chassis with a manufacturer's rated capacity of at least 58,000 pounds gross vehicle weight.
- ii.A complete, twin-winch, commercially manufactured crane and winch having a manufacturer's rating of at least 35+ ton capacity mounted on the chassis.

- iii. Equipped with an under-lift with a 45,000 pound retracted capacity and 15,000 pound extended capacity.
- iv. A minimum of two hundred fifty feet of at least 3/4-inch cable.
- v. A cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate or tow sling to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
- vi. Air brakes so constructed as to lock the rear wheels automatically upon failure and to supply air to disabled vehicles.
- vii. Dual rear axles.

f. Equipment Requirements

- i. The name, address and telephone number of the Operator must be professionally lettered and painted in a conspicuous place on both sides of the truck as required by Florida Statutes. Magnetic or removable signs or placards shall not meet this requirement.
- ii. The operator shall have nothing on the vehicles, buildings or correspondence that implies any official relationship between the operator and the Department or City.
- iii. Wreckers shall be properly equipped with clearance and marker lights and all other equipment as required by Florida Statutes.
- iv. There shall be a rotor beam or strobe light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides.
- v. Dollies, except Class B, C and D.
- vi. At least one heavy duty push broom with a minimum width of twenty-four inches.
- vii. Flood lights on the hoist (car carriers shall mount on the top of the front of the bed).
- viii. One square shovel.
- ix. One axe.
- x. One crowbar or pry bar with a minimum length of 30 inches.
- xi. Minimum of one 5-pound CO<sub>2</sub> air dry chemical fire extinguisher or equivalent. The extinguisher must be of an approved type and have a current inspection tag attached.

- xii. One pair of bolt cutters with a minimum 1/2-inch opening.
- xiii. One set of jumper cables or jumper box.
- xiv. One four-way lug wrench.
- xv. One flashlight.
- xvi. One set of red reflectors.
- xvii. Five 30-minute flares or safe alternatives.
- xviii. One snatch block for each winch, manufacturer's rating to match winch, except car carrier.
- xix. One set of scotch blocks (Class C and D only).
- xx. External air hookup and hoses (Class C and D only).
- xxi. Extra towing chain - six to eight feet with hooks.
- xxii. At least six safety cones or 3 triangle reflectors.
- xxiii. Fifty pounds of sand or equivalent.
- xxiv. A cell phone in all wrecker vehicles or in possession of the drivers for communicating with the Police Department and Regional Communications Center.
- xxv. Substitute items in this section must be approved by the City prior to standard inclusion as permissible equipment.

g. Wrecker Drivers

- i. All drivers are required to have a valid Class E or CDL license as required by the State of Florida in their possession at all times.
- ii. Wrecker operators and drivers are required to comply and be familiar with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes.
- iii. Wrecker drivers properly at the scene of an accident shall remove only the vehicle involved at the direction of the Investigating Officer.
- iv. Wrecker drivers shall sweep glass from the roadway and remove all debris or hazards from the scene as required by the Agreement.
- v. The wrecker operator shall be thoroughly familiar with the wrecker he is operating.
- vi. The operator shall be responsible for any damage to a vehicle caused by the driver.