



TOWN OF EATONVILLE

"The Oldest Black Incorporated Municipality in America"

POLICE DEPARTMENT



PERMANENT AGREEMENT

Towing and Wrecker Service for the Town of Eatonville

THIS AGREEMENT, made this _____ day of _____ 2022, by and between the Town of Eatonville, hereinafter called **"TOWN"** and _____, hereinafter (an individual, or a partnership, or a Corporation), called **"CONTRACTOR"**.

WITNESSED: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The contractor will furnish all labor, materials, equipment and other services necessary to complete this project as described herein and in accordance with the **CONTRACT DOCUMENTS**, with the exceptions, if any, stated in the Request for Bids, or Proposals, including, but not limited to, mobilization; and any administrative costs, insurance, supervision, site clean-up, and all other miscellaneous items necessary to provide a completed project (named above) in accordance with general standards of the industry.
2. The contractor agrees to perform all of the work described in the **CONTRACT DOCUMENTS** subject to additions and deductions by pre-approved **CHANGE ORDER**.
3. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 1. Invitation for Bids/Proposal
 2. Instruction to Bidders
 3. General Conditions
 4. Pricing
 5. Required Forms as listed in Specifications
 6. Agreement
 7. General Conditions
 8. Technical Specifications
 9. Contractor's Affidavit

10. Contractor's Release
11. Summation of Information to Bidders
12. Statement of Surety
13. Non Collusion Affidavit
14. Payment, Labor, and Materials Bond
15. All and any Addenda
16. Delivery or Completion Time
17. Reference List
18. Applicable Licenses, Certification, and Insurances

4. Any and all Addenda are a part of this **AGREEMENT**.
5. The Contractor will pay the Town of Eatonville in the manner and at such times as set forth.
6. This **AGREEMENT** shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The Town of Eatonville, Florida is soliciting bids for Towing and Wrecker Services under the specifications listed herein. The Town will call exclusively upon the contractor; hereafter shall also be referred to as the "Wrecker", for the described towing and/or wrecker services throughout the Town. Either parties can terminate this agreement by giving at least 60 days written notice.

Upon the request of the Town, or any of the Town's authorized agents, the Wrecker agrees to tow and store any impounded, abandoned or wrecked motor vehicle, boat, recreational vehicle or trailer in a workman like manner and without causing damage to said vehicle, trailer or boat. Such motor vehicle, boat, recreational vehicle or trailer shall be stored at the Wrecker' place of business. Wrecker shall render prompt, efficient and competent towing/wrecker service whenever summoned by the Town. The Town is not responsible for any charges for any service(s) that were not directly pre-authorized in writing and signed by an agent of the Town. No repairs shall be made to any such wrecked vehicle by the Wrecker or their agents, sub-contractors, or employees of the successful contractor without the consent, permission agreement, acquiescence, cooperation, compliance, or convenience of the Wrecker unless said repairs were pre-authorized by the Town.

INVOLVEMENT WITH THE PUBLIC:

The collection of all towing and storage fees from the public and as assessed by the Wrecker shall be the sole responsibility of the Wrecker. It is expressly agreed between the parties hereto that the Town will not be responsible or liable for any fees or charges or service requests, performed under the Agreement between the Wrecker and any person or entity except as may be stated herein. No repairs shall be made to any such wrecked vehicle by the Wrecker or their agents, sub-contractor, or employees of the successful contractor without the consent, permission agreement, acquiescence, cooperation, compliance, or convenience of the Wrecker

unless said repairs were pre-authorized by the person or entity legally responsible for the vehicle. Any agreement for the repairs, prices, and terms of payment shall be between the person or entity legally responsible for the vehicle and the Wrecker. The Town shall in **no way** be held liable nor become involved in the agreement between the person legally responsible for, or, the owner of the vehicle and the Wrecker, their agents, employees or sub-contractors.

IMPOUNDMENT BY ORDER OF THE EATONVILLE POLICE DEPARTMENT PERSONNEL:

In the event the Eatonville Police Department request impoundment of any vehicle for the purposes of investigation, said towing, storage and related charges to this vehicle will ~~not~~ be charged to the Town, nor the legal owner, until the order for impoundment has been removed by the Eatonville Police Department. **WHEN THE ORDER OF IMPOUNDMENT HAS BEEN REMOVED, AND AT that time the storage charges shall begin and become the responsibility of the legal owner. ANY TOWING CHARGES AND ANY SPECIAL EQUIPMENT CHARGES SHALL BE THE RESPONSIBILITY OF THE LEGAL OWNER AND NOT THE TOWN.**

The contractor shall be responsible for any interference with keeping the impounded vehicle secluded and away from other vehicles and treated as an active crime scene. No entrance to the vehicle shall be made unless approved by an authorized Eatonville Police person.

If a vehicle is towed to the Police Department and then towed to the Towing Facility, two separate towing charges are incurred.

CLEAN-UP OF AREA:

The successful contractor shall promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the said Town of Eatonville, or location of service, and dispose of same to proper place away from the scene of any such wreck if the wreck is to be, is being, or has been serviced by the Wrecker, his agents, or employees.

RESPONSE TIME:

The Wrecker shall render competent wrecker or towing service to any such abandoned or disabled vehicle under section 302.8 (see Attachment #1) subject to call at any and all times with competent help; night and day, Sundays and Holidays included. The Wrecker must respond to all service calls originating from the Town of Eatonville Police Department, or Code Enforcement, and be at the scene of an accident within the Town no later than thirty (30) minutes from the time of notification by the Town. The Town of Eatonville has the option to call another towing and wrecker company if the response time is more than 30 minutes. The Town of Eatonville has the option to terminate this contract by giving 30 days written notice if the wrecker company continuously caused 3 times delayed response time in a year. The wrecker must also furnish twenty-four (24) hour, seven (7) days a week wrecker and storage service. The Wrecker shall maintain the availability or a representative by telephone 24-hours a day, 7 days per week, 365 days per year. The Wrecker is required to tow a vehicle whether or not someone is with the vehicle when the Town requests service.

COMMUNICATIONS REQUIREMENTS:

The Wrecker shall equip and maintain a cellular telephone and/or radio communications system of their choosing between all of their trucks and wreckers and the places of business of the Wrecker. A citizens band radio (commonly known as CB Radio and operating between the frequencies of 26.965 and 27.405 as authorized by the Federal Communications Commission) shall **not** be construed to be in compliance with this section.

EMERGENCY RESPONSE:

In the event of a potential emergency or natural disaster, if requested by the Town, the wrecker shall assign one wrecker and experienced driver to an area of the Town's designation for use during or immediately after said emergency or disaster. If appropriate, the fee schedule included herein will apply.

LICENSES AND COMPLIANCE:

The Wrecker is to have in their possession a valid and current Orange County, (and if location demands), Seminole County Occupational license, and City License for Automobile Towing and Wrecker Service for the duration of the resulting contract. The Wrecker shall, at all times, comply with all State Statutes, (not limited to the most recent valid: 705.101, to 705.19; 713.78 to 713.79; 715.02 to 705.05), and shall also comply with any and all updates or amendments required by the State of Florida (not limited to Commercial Driver's License). Also, the Wrecker shall comply with any and all Town, County and Municipal, Codes Ordinances, Laws and Policy in performing any and all duties and services in connection with their resulting contract. The operators of equipment are required to have a valid Florida's Commercial Driver's License (CDL) following the Florida State Statute and maintain this status and license during the term of their employment with the Wrecker during the contract term. The Town at any given time may require the wrecker to submit proof that they are in compliance with these requirements.

ALL BIDS WILL BE REVIEWED BY OUR CODE ENFORCEMENT OFFICER FOR COMPLIANCE WITH ALL CODES PERTAINING TO THE TOWN OF EATONVILLE, ORANGE COUNTY AND SEMINOLE COUNTY AS WELL AS THE MUNICIPALITY. THE BUSINESS AND STORAGE IS LOCATED WITHIN, ANY NON-COMPLIANCE WILL BE GROUND FOR POSSIBLE DISQUALIFICATION OF AWARD.

SUBCONTRACTING:

In the event that at any time the facilities or equipment of the successful contractor shall be overtaxed or insufficient for the Wrecker to render proper service, the Wrecker will furnish such services through an acceptable facility and with the proper equipment, the same licensing and requirements to guarantee uninterrupted services to the Town and citizens. Said services shall be at **no extra charges** to the Town or citizens. The prices agreed upon in the final contract shall prevail without regards as to whoever is providing the actual service. A list of all names, addresses, phone numbers and the managers of the subcontractors that will be used when and if necessary must be noted on the attached form titled **LISTING OF SUBCONTRACTORS**.

The possible exception to this is for any vehicle in custody of the Police Department. Permission to remove or store at any location other than the original contractor's must have prior written approval from a Police Department Official. If a different location is not specifically requested by the Police official it is understood the vehicle will be placed at the Wrecker's facility.

All subcontractors must provide certificate of insurance with the Town of Eatonville listed as an Additional Insured. Certificate must be included with bid response, or a notarized letter from the insurance carrier stating the subcontractor is able to obtain required amount of insurance within 5 days of the notice of award.

EQUIPMENT:

The towing vehicles shall be equipped with Hi-Visibility rotating beacons of amber color as prescribed by Florida Statute 316.233 (the most up to date version). Each towing vehicle will carry at least four (4) flares to protect the accident scene if required.

A signature will be obtained from an authorized agent of the Eatonville Police Department at the time service is rendered if the Town requests the service.

VEHICLE SALE AND DESTRUCTION:

In addition, the Towing Company will bi-weekly provide the Chief of Police assistant a list of vehicles sold or destroyed that was towed by the Town of Eatonville to include sale price. 20% of all vehicle sales of uncollected vehicles will also be paid to the agency, 10% of all vehicles not collected that are destroyed will be paid to the town as well.

STORAGE FACILITIES:

All storage facilities provided by the Wrecker under this agreement for any towed or hauled motor vehicles, boat, recreational vehicle or trailer shall, as a minimum requirement, be in a securely fenced area, with storage facilities adequate to contain **30** passenger motor vehicles, boats, recreational vehicle or trailers or a combination of these, at any one time; and have an inside secure storage area to accommodate a minimum of **2** passenger motor vehicles, boats, recreational vehicle or trailers or a combination of these, at any one time. The term "inside secure storage" shall mean within a roofed structure with solid walls and a closeable door, such that the enclosed vehicles can be secured away from access by any person(s) with access to the open storage area. Only specified employees of the Wrecker shall have access to the impounded vehicles, et al. Wrecker will advise the Town of the names of the employees who have access to the enclosed storage area along with their social security number.

The Wrecker must state below the area **owned or leased** by them which is to be used for storage purposes under this Agreement:

ADDRESS: _____
CONTACT NAME: _____
24 HR. PHONE: _____ FAX: _____
WRECKER OWNED <input checked="" type="checkbox"/>
LEASED BY: Name & Phone #: _____

If phone and fax numbers are different after normal working hours or holidays and weekends state those numbers:

After hours:	Phone: _____	Fax: _____
Normal Working Hours:	Monday to Friday: _____ a.m. to _____ p.m.	
	Holidays/weekends: _____ a.m. to _____ p.m.	
Charges*	For public only: _____	
Cell phone or pager number:	Cell phone: _____	
	Pager: _____	

* Charges for service after normal working hours are to the vehicle owners only, the Town is exempt from said charges.

STORAGE FACILITEIS: CONT.

The Wrecker shall make provisions to have the storage facility available so that personal property may be removed from the stored vehicle, boat, recreational vehicle or trailer, or that the vehicle may be released to the owners of record after proper-pictured identification has been presented to the Wrecker. If any of these actions pertain to a vehicle, boat, recreational vehicle or trailer the Town Police have in storage, the Wrecker must make a copy of the pictured identification, driver's license or other document presented at time of removal of articles or vehicle, boat, recreational vehicle or trailer. This copy of the pictured identification will be forwarded to the Eatonville Police Department for their records.

Arrangements for private owner to pick up any articles or their vehicles after normal working hours (as stated above) must be made between the Wrecker and the individual. Access to items in the vehicles being requested beyond the normal working hours of the Wrecker Company will result in an additional charge to the vehicle owner. The Wrecker shall call the Eatonville Police Department on Monday (excluding holidays) or the next working day, and report all confiscated vehicles in storage by the tag number, make, model and year and time and date of service rendered.

Vehicles under Police order as a crime scene or "suspicious" designation shall be sealed from anyone touching or gaining entrance or removing any items inside or attached to the vehicle. Permission must be obtained by the Eatonville Police or his designee prior to any such actions. Wrecker **MUST** take a copy of the person(s) valid ID such as a driver's license, voter's registration, social security card and have them sign the form attached (Attachment D) prior to allowing access to the vehicle.

DOCUMENTS AND RECORDS:

The Wrecker shall provide the Town with copies of the following *with the bid response*:

- Current Orange County, and if necessary, a Seminole County Occupational License,
- Town of Eatonville Occupational License, or applicable city where the business and storage is located.
- Required Certificates of Insurances as described herein, and
- Proper bonds or checks (made out the Town of Eatonville) as required herein

The Wrecker shall keep and maintain full and complete records of each and every motor vehicle, boat, recreational vehicle or trailer towed or stored by them under the terms of this agreement. These records shall include a complete description of the motor vehicle, boat, recreational vehicle or trailer, including: make, model, color; tag numbers and state, VIN or hull number, date towed and name of the Wrecker's employee who effects the release of said article to its owner or claimant. Such records shall be made available to the Town upon request. These records may be rendered to the Eatonville Police Department upon termination - for any reason - of this contract.

Before releasing any vehicle upon which the Town has placed on "hold" the Wrecker shall contact the Eatonville Police Department to determine if the vehicle on "hold" has been released. The Eatonville Police Department Officer can give verbal authorization to release the vehicle by telephone to the Wrecker after giving their **identification number**. All records must also carry these numbers as reference, as well as the date of permission for release.

No vehicle towed by the Wrecker to their storage facility at the request of the Town shall be disposed of in any fashion except by provisions set forth by the Florida State Statute's latest ruling.

CODE ENFORCEMENT:

The Code Enforcement Officer will contact the Wrecker service when a violation has occurred and direct them as to what action shall be taken. The direction will be either by telephone and followed up with a copy of the **TOWN OF EATONVILLE - VEHICLE VIOLATION NOTICE - NOTICE TO REMOVE** ticket (see Attachment C). Such resulting invoices are to be sent to the Code Enforcement Officer.

The contractor is to become familiar with the Town of Eatonville Code and Ordinances. **Ordinance No. 2001-4, Ordinance No. 206-2 and Ordinance No. 2008.3 (Code Enforcement Ordinance)**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this **AGREEMENT** in duplicate each of which shall be deemed an original on the first date as written.

(Seal)
Attest:
Signature: _____
Name: _____
Title: City Clerk

Town of Eatonville, Florida
Signature: _____
Name: Angie Gardner
Title: Mayor

(Seal)
Attest by my hand and official seal
Signature: _____

Contractor: _____
Name: _____

(Please type or print above line)

(Please type or print above line)

Title: _____

Address: _____

Sworn to; subscribed and presented
Identification _____
Before me this ___ day of _____
2022, as identification and _____ did:
_____ (did not) take an oath.
My Commission expires: _____

Telephone: _____
Fax: _____

* Acceptable form of ID pursuant to Florida Statute 117.05