

VEHICLE TOWING SERVICE CONTRACT

TOWING SERVICE CONTRACT is made and entered into the ____ day of September, 2020 by and between the CITY OF CLEARWATER, FLORIDA, a municipal corporation, whose address is P.O. Box 4748, Clearwater, Florida 33758 (hereinafter, the "City"), and Clearwater Towing Service, Inc., whose address is 1955 Carroll Street, Clearwater, FL 33765 (hereinafter, the "Contractor").

WHEREAS, the City and the Contractor have agreed to the terms and conditions set forth herein to insure prompt and adequate towing service, consistent with uniform fees for the towing and storage of vehicles, and proper safeguards and fixing of responsibility for the preservation and protection of property towed or relocated pursuant to this contract.

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein, the sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **Agreement.**

The City agrees to purchase from the Contractor, and the Contractor shall furnish to the City, the services of towing and storage of vehicles and other services pursuant to the terms and conditions of this contract.

2. **Term.**

Subject to the termination rights of the City, the effective term of this contract shall be October 1, 2020 through September 30, 2021. The City shall have the exclusive right to exercise a maximum of three (3) additional one-year extensions to the term of this Agreement by written amendment executed by both parties.

3. **Definitions.**

(a) The term "City" means the City of Clearwater.

- (b) The term "Contractor" means Clearwater Towing Service, Inc.
- (c) The term "vehicle" shall apply to all types of motor vehicles, trailers and non-motor vehicles. The term may include vehicles subject to impoundment, seizure, movement, confiscation or relocation pursuant to applicable Florida, county or municipal law, ordinances and rules.
- (d) The term "Police Department" means the police department of the City, and includes the Chief of Police and any police officer or other City employee authorized to request services under this contract.
- (e) The term "Fleet Services Department" means the fleet services department of the City, and includes the Fleet Services Director, and other City employee authorized to request services under this contract.

4. Records.

The Contractor shall maintain and have available at all times for inspection, by authorized City personnel, detailed records covering all services rendered relative to this contract.

5. Description of Service.

- (a) The Contractor shall furnish towing service for the removal, recovery and towing of vehicles within the jurisdictional boundaries of the City of Clearwater or within Pinellas County, upon request by the Police Department, and shall furnish both within the geographical boundaries listed in section 14 (a) whenever such storage is requested by the Police Department; such service shall be provided on a 24-hour basis.
- (b) The Contractor will provide access to their computer-aided dispatch system to the Police Department for the purpose of creating electronic requests for towing services.
- (c) The Contractor shall arrive upon the scene within forty-five (45) minutes from the time of the request for service, provided the request for service is within the boundaries specified in 14 (a) of this contract. If the Contractor fails to arrive within forty-five (45)

minutes from the time of the request for service and if an officer remains at the scene while waiting for the Contractor to arrive, Contractor will reimburse monthly to the Clearwater Police Department the sum of thirty dollars (\$30) for each incident. If the Contractor fails to arrive within ninety (90) minutes from the time of the request for service and if an officer remains at the scene while waiting for the Contractor to arrive, provided the request for service is within the boundaries specified in 14 (a) of this contract, Contractor will reimburse monthly to the Clearwater Police Department the sum of sixty dollars (\$60) for each incident. Contractor shall respond to requests outside the boundaries outlined in 14 (a) of this contract within a reasonable period. Repeated incidents of response in excess of forty-five (45) minutes shall be deemed a material breach of this contract.

- (d) The Contractor shall also remove non-accident related debris from the public streets when requested by the Police Department at no charge to the City.
- (e) During the declaration of a voluntary or mandatory evacuation, the Contractor shall have available four (4) wreckers and drivers for assignment by the City at appropriate locations determined by the City to be necessary to maintain clear and safe evacuation routes.
- (f) Should the Contractor receive a call beyond his/her capability, he/she may call in another towing service operator to supplement his/her service, in towing only. In such cases, the Police Department Dispatcher shall be so advised at the time of the call. Such towing service operator shall be regarded as an employee or agent of Contractor, subject to the same standards of service required of the Contractor, and the use of such towing service operator shall not relieve the Contractor of his/her obligation under this contract.
- (g) In the event the Contractor is unavailable to respond, unable to respond, or does not have the specific resources necessary to meet

the current demand for service, the City reserves the right to contact other vendors to meet the demands of the City. Contractor will reimburse the City for any costs incurred through a third party vendor.

- (h) Because the vehicle may be physical evidence in a criminal investigation, the Contractor shall cooperate with the Police Department in all matters pertaining to the vehicle, including making his wrecker drivers and other employees available to the investigators for interviews or court testimony concerning their actions and making the vehicle available for inspection by the investigators.

6. Reports.

Within ten (10) days following the end of each month, or more frequently as may be required by the Police Department, the Contractor shall provide a complete and detailed listing of vehicles, including those vehicles for which a lien has been initiated, that have been impounded under this contract for thirty (30) days or longer.

7. Drivers and Other Employees.

- (a) The Contractor shall have on file a Florida D.H.S.M.V. driver license record for each driver employed by the Contractor; such report shall not be older than one (1) year, and shall ensure that each driver possesses the necessary state operator's or commercial driver's license consistent with the driver's duties, skills and equipment requirements.
- (b) The Contractor shall assume full responsibilities for the conduct of his employees while said employees or Contractor are engaged in the execution of this contract and in the normal scope and course of said employee's employment. The City shall not be liable for any conduct or actions of the Contractor, or his employees or agents, which are beyond the scope and course of employment, nor shall the City be liable for any damage to persons or property or other claims of negligence arising from the negligent acts or omissions of

the Contractor or his employees or agents. The City shall be responsible for the decision or judgment to tow a vehicle, but shall not be responsible for the manner, method or technique by which a vehicle is towed or stored.

- (c) Because the Contractor and his drivers or other employees may have custody of physical evidence in a criminal investigation and the records pertaining thereto, because their credible testimony may be needed in a trial, and because they may have access to confidential information as a result of their duties, the Contractor and each person employed shall submit to a background investigation by the Police Department. No person shall be permitted to perform the services under this agreement if the background investigation discloses either of the following:
 - (1) Any conviction within the last five (5) years for any felony offense or any offense involving dishonesty or false statement. For purposes of this agreement, the term "conviction" shall mean any disposition of a criminal case involving the imposition of a fine, probation, incarceration, or other adverse sentence of a punitive nature, whether or not there was a formal adjudication of guilt.
 - (2) Any false, misleading, or fraudulent statement of fact or document required by the Police Department in conjunction with the background investigation.

8. Inspections.

The Contractor shall permit members of the Police Department and other authorized City personnel to inspect the storage areas, stored vehicles and records relative to this contract whenever, in the opinion of authorized City personnel, it is deemed reasonably necessary; such inspections shall be conducted at reasonable times and under reasonable circumstances.

9. Equipment Specifications.

A minimum of three (3) Class "A" wreckers (one of which must be a four-wheel drive), one (1) Class "C" wrecker, one (1) Class D wrecker, and one

(1) rollback or car carrier in good operating condition shall be required at the commencement date of this contract and shall be maintained through the term of the contract. In addition, the Contractor agrees to maintain a sufficient fleet of trucks and equipment to perform the total contract service requirements, plus all other business, law enforcement and commercial requirements. The City will be given preference on any call for service.

- (a) All equipment shall be operational and in good mechanical condition and subject to inspection by the City. The Contractor shall not use Service equipment as emergency vehicles. All towing vehicles shall be equipped with two-way radios capable of covering all territory within the city limits of Clearwater.
- (b) The Contractor shall meet all requirements of any applicable State, City and County laws, ordinances and rules, including all applicable licensing requirements.

Class "A" Wrecker Specifications.

- (1) The tow truck shall have a minimum manufacturer's capacity of 10,000 G.V.W.
- (2) The boom capacity shall not be less than four (4) tons.
- (3) The power winch shall have a pulling capacity of not less than four (4) tons.
- (4) The winch spool shall contain a minimum of one hundred fifty feet (150') of 3/8 inch towing cable.
- (5) The vehicle shall be equipped with a cradle tow plate or tow sling to pick up vehicles. The cradle tow plate shall be equipped with property safety chains.
- (6) The vehicle shall be equipped with dual rear wheels.

(c) Class "C" Wrecker Specifications.

- (1) The tow truck shall have a minimum manufacturer's capacity of 25,000 pounds G.V.W.

- (2) The boom capacity shall not be less than fifteen (15) tons.
- (3) The power winch shall have a pulling capacity of not less than thirty (30) tons.
- (4) The winch spool shall contain a minimum of two hundred feet (200') of 9/16 inch or larger towing cable.
- (5) The vehicle shall be equipped with a cradle tow plate or tow sling to pick up vehicles. The cradle tow plate shall be equipped with property safety chains.
- (6) The vehicle shall be equipped with double boom so constructed to permit splitting each boom to operate independently or jointly.
- (7) The vehicle shall be equipped with dual rear wheels.
- (8) The vehicle shall be equipped with air brakes so constructed as to lock all wheels automatically upon failure.

(d) Class "D" Wrecker Specifications.

- (1) The tow truck shall have a minimum manufacturer's capacity of 31,000 pounds G.V.W. and be capable of towing vehicles in excess of 25,000 pounds GVWR.
- (2) The boom capacity shall not be less than fifteen (15) tons.
- (3) The power winch shall have a pulling capacity of not less than thirty (30) tons.
- (4) The winch spool shall contain a minimum of two hundred feet (200') of 9/16 inch or larger towing cable.
- (5) The vehicle shall be equipped with a cradle tow plate or tow sling to pick up vehicles. The cradle tow plate shall be equipped with property safety chains.

- (6) The vehicle shall be equipped with double boom so constructed to permit splitting each boom to operate independently or jointly.
- (7) The vehicle shall be equipped with dual rear wheels.
- (8) The vehicle shall be equipped with air brakes so constructed as to lock all wheels automatically upon failure.
- (e) Required Equipment for All Wreckers.
 - (1) All wreckers shall have proper flood lights installed on the hoist to give adequate illumination at night.
 - (2) All wreckers shall be equipped with amber lights installed in front, rear and on each side. Each wrecker shall have an amber light mounted on top of the wrecker.
 - (3) Each wrecker shall be equipped with the following:
 - a. One (1) heavy-duty push broom,
 - b. One (1) heavy-duty shovel,
 - c. One (1) heavy-duty pinch bar, pry bar or crowbar,
 - d. One (1) set heavy-duty bolt cutter,
 - e. One (1) 5 pound CO₂ fire extinguisher (minimum),
 - f. One (1) heavy-duty dolly capable of handling vehicles and equipment according to wrecker class.
- (f) Required Equipment for Vehicle Inspections:
 - (1) Flat, level, concrete workspace, wide enough for two (2) vehicles
 - (2) Interior and adequate lighting

- (3) Floor jack
- (4) Tire wrench(s)

10. Liability for Vehicles and Property.

- (a) The Contractor's liability for any vehicle towed under this contract and all property contained therein shall commence at the time the wrecker is hooked onto the vehicle. The Contractor shall be solely liable and responsible to the owner or person entitled to lawful possession of the vehicle for damage to or loss of the vehicle and any personal property in any vehicle towed under this contract. In the event of a complaint of damage or loss, the Contractor and employee(s) shall cooperate with the Police Department in an investigation pertaining to the complaint, which will include making the wrecker driver or other employees available to the police investigator.
- (b) The Contractor shall be responsible for the safekeeping of, and shall be accountable to the owner of the vehicle for all personal property contained therein, including vehicle accessories, while the vehicle is being towed to or from, and while stored within the storage facilities of the Contractor. Personal property contained in any vehicle which is removed or stored by the Contractor shall not be disposed of by the Contractor to defray any charges for towing or storage of the vehicle, and such personal property shall be returned to the owner or person entitled to lawful possession of the personal property upon request, after obtaining approval of the Police Department employee in charge, and without regard to any fees owed by such person. The Contractor shall not be responsible for any property seized or retained by the Police Department.

11. Charges for Service: Service Call Cancellations; Waivers.

All charges by the Contractor for services under this contract shall be in accordance with Section 122-42, Pinellas County Code, or amendments thereto.

- a) Contractor shall transmit every month to the Police Department a fee equating to twenty dollars (\$20.00) per vehicle subject to impoundment for all administrative duties relating to the internal processing of the vehicle impound by staff at the Police Department. These duties include, but not limited to, for example: FCIC/NCIC inquiries, lien/ownership status checks, purging of records from FCIC/NCIC, case/file management, and supplemental reports documenting the release of said vehicle(s).
- (b) The City shall reimburse Contractor a flat fee of one hundred dollars (\$100.00) for the impoundment, towing, and storage of vehicles held as evidence for investigative purposes when it is deemed necessary to store the vehicle(s) at the Contractor's principal storage facility for a reasonable period of time not to exceed five (5) days. Once the processing of said vehicles is completed, the Contractor agrees to tow the vehicle to the Clearwater Police Department's Seizure Lot at no further cost to the City. This fee shall not apply to vehicles which are simultaneously subject to seizure by the Clearwater Police Department.
- (c) The City reserves the right to cancel a request for services of the Contractor at any time including up to the time of hookup, so long as such cancellation is made in good faith upon facts developed after the initial request for Contractor's services. If the owner of the vehicle arrives on the scene before the vehicle is towed, and the vehicle can be safely moved by the owner, during Contractor's normal working hours, in the opinion of the on-scene employee, no

charges will be made. Reasonable effort will be made to contact the owner before towing services are requested. The Contractor will not arbitrarily, capriciously or unreasonably be denied just compensation for responding in good faith to City requests for service.

- (d) The Contractor agrees that the mere response to an impound scene without other action does not constitute a service call for which charges are applicable.
- (e) In the event that a vehicle is towed in error by the Police Department, the Police Department may direct the release of said vehicle and the waiving of charges by the Contractor. Only supervisory police officials holding the rank of Police Major or higher are permitted to do this, and only after investigation into the error.
- (f) In the event that the Police Department calls the Contractor to tow a recovered stolen vehicle or a vehicle involved in a criminal action, or when a vehicle in storage is found to be stolen, the Contractor agrees to waive the first seven (7) days of storage charge. The Contractor may charge the initial towing fee and storage for time exceeding seven (7) days.

In the event that a towed or stored vehicle is found to be stolen or belongs to the victim of a crime, the storage exceeds seven (7) days, and the action was initiated by the Police Department, the Contractor agrees to waive or, in the case of a large fee, negotiate with the Police Department on the amount of final charges. No charge shall be waived (except as in (d) above) if storage beyond seven (7) days is caused by the negligence of the owner.

- (g) In the event that a seized vehicle is returned to the Contractor for disposal, The City shall not be liable for any towing or storage fees in connection with the disposal of the vehicle.

12. Collection and Charges.

The City shall not be responsible for the collection or payment of any charges for services rendered because of its having dispatched the service pursuant to this contract, except as may otherwise be provided for herein. All such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession

13. Cleanup.

The Contractor when towing a vehicle shall be responsible for removing from the street all broken glass and other debris that may be in the street as a result of the cause for the towing of the vehicle. The debris thus removed shall be properly and safely disposed of.

14. Storage of Vehicles.

- (a) The Contractor shall maintain a storage garage and outside storage facility complying with all provisions of applicable building and zoning regulations sufficient to safely and securely store all vehicles towed by him under this contract until such vehicles are claimed by the owner or otherwise disposed of in accordance with this agreement and any applicable law. The Contractor shall maintain a principal storage compound of not less than 20,000 square feet (meeting all required specifications outlined herein), located within an area west of Tampa Bay, south of SR 580, north of Belleair Road and east of the Gulf of Mexico.
- (b) The Contractor shall have suitable garage space and have a hydraulic rack capable of lifting vehicles completely off the floor, or equivalent facilities to permit police employees to stand below the vehicle to make thorough investigations and inspections.

- (c) The facility, or designated portions of the facility, should be available to investigators from the Police Department, at any time, for the purposes of conducting examination or analysis of vehicles.
- (d) Contractor shall have employees available during business hours (Monday through Friday) to facilitate Police Department investigators examination or analysis of vehicles.
- (e) The Contractor shall have inside storage capacity of at least 4,000 square feet.
- (f) Vehicles stored by the Contractor shall be properly protected from theft and damage to the vehicles and all personal property that may be contained therein. The Contractor shall be responsible for ascertaining whether inside storage is required unless directed otherwise by the Police Department, and shall ordinarily store vehicles in the most economical manner consistent with vehicle type and condition.
- (g) Unless specifically authorized by the City's Police Department, vehicles will not be disposed of in any way for a minimum of sixty (60) days.
- (h) Storage facilities shall be subject to inspection and approval by the City upon commencement of this contract, and shall be subject to periodic inspection when deemed necessary by the Police Department or other entity having jurisdiction during the term of this contract. Any discrepancies noted in building or facility safety, security or vehicle protection shall be submitted in writing to the Contractor to correct the discrepancies, unless the condition is so serious as to require immediate action.
- (i) The Contractor shall take all reasonable precaution to avoid damage to any evidence, vehicles and personal property, and vehicles shall be stored at a reasonable distance apart to prevent damage. The Contractor shall be informed which vehicles are, or contain, evidence and upon request shall be informed of the specific level of protection to be afforded the vehicle.

- (j) Because the Contractor's facilities must serve as an extension of the Police Department's evidence and property storage facility, the Contractor's storage facilities shall be constructed and operated so that only authorized personnel have access to the facilities, and such access must be adequately documented so as to meet the standards of the chain of custody of evidence for criminal proceedings. The Police Department shall review and approve or amend the Contractor's procedures for such compliance. Inasmuch as the facility, primarily inside storage facility, must be secured, the Contractor must have in place a working alarm system to prevent the unauthorized access to the inside storage facility.
- (k) Open storage shall be protected by a wall or fence at least six feet (6') in height. The top of any fence or wall enclosure, including all gates or doors thereto or open areas with roof, shall be equipped subject to the approval of the City of Clearwater Building Director and/or appropriate building inspector with not less than twelve (12) inches of barbed wire, or similar anti-intrusion barrier, installed in such a manner as to discourage access over the top of the fence or wall. All fences and walls shall be maintained in good repair throughout the term of the contract. Any damage to such enclosures shall be repaired promptly, and in no event later than twenty-four (24) hours, to ensure proper protection for stored vehicles. A security guard or responsible employee shall remain on premises continuously whenever the security of the storage facility has been breached or substantially impaired.
- (l) The Contractor agrees that he will assume the total responsibility for compliance with Section 713.78, Florida Statutes, relating to liens for recovering, towing and storing vehicles, and will provide the City with a complete record of his actions pursuant to such statutes as they relate to vehicles towed under this contract.

- (m) The Contractor also agrees to provide towing service required by the City involving vehicles covered under the Florida Contraband Forfeiture Act at no charge to the City. The Contractor will tow a seized vehicle to the City Seizure Lot or the Contractor's compound as per request of the Police Department at no cost to the City.
- (n) Contractor agrees to provide towing service for impounded vehicles, which may be required for inspection or examination by the Police Department, at no cost to the City.
- (o) Seized vehicles that are returned to the Contractor for disposal shall be treated in accordance with the provisions of Section 932.7055, Florida Statutes. The Contractor will provide the City with documentation of the method of disposal for each vehicle, including the Vehicle Identification Number, the description of the vehicle, and the amount of money received, if applicable. The Contractor shall return to the City, in form of a payment or credit, one-half of the gross proceeds resulting from the disposal of the vehicle.

15. Releasing of Vehicles.

- (a) The Contractor agrees to release any vehicle that has not been marked "Hold", provided that proof of identification and ownership is presented. The Contractor agrees that any vehicle that is marked "Hold" shall not be released without authority from the Police Department and the method of release will be at the discretion of the Police Department. Persons who apply for the release of vehicles shall be required to present proof of ownership by a title, registration, bill of sale or other competent evidence. In the event the Contractor is holding personal property removed from the stored vehicle, upon release, the owner or persons entitled to possession will acknowledge receipt upon the Contractor's copy of inventory.
- (b) The Contractor agrees to accommodate the Police Department's process of providing a notification to the vehicle owner when an

owner's vehicle was used in violation of the Florida Contraband Forfeiture Act, but the vehicle owner was not arrested at the time of the seizure or had no notice that the vehicle was being used to violate the Florida Contraband Forfeiture Act.

16. Claiming of Property.

Whenever impounded vehicles are claimed by the owner, the Contractor shall provide the owner with an itemized statement of all charges made for the impounding of the vehicle.

17. Disclosure of Other Interest.

- (a) If the Contractor has any connection, association, affiliation, or financial or other interest in an automobile or truck body repair, paint shop, salvage or recycling business, it shall be disclosed to the City. The Contractor shall not favor any automobile or truck body repair, paint shop, salvage or recycling business whatsoever. If the Contractor has any interest (financial or otherwise), connection, association or affiliation with an automobile or truck repair, paint shop, salvage or recycling business, no work shall be accomplished by such shop or business, nor shall an estimate be given for work by such shop or business in reference to vehicle towed or stored by the Contractor under this contract. Any violation of this provision during the term of this contract shall be grounds for termination of this contract.
- (b) Also, if during the life of this contract, Contractor acquires such an interest, Contractor will submit such information to the City Manager immediately in writing and the failure to do so could result in the immediate termination of this towing contract at the discretion of the City Manager.

18. City Fleet Services.

- (a) The Contractor shall provide 24-hour, seven (7) days a week towing services for City vehicles upon request by the City's Fleet Operations or its designee.

- (b) The Contractor shall arrive at the service location within one (1) hour from the time the call for service was received.
- (c) The Contractor may commence to charge "truck time" after having been on the site of the requested service for more than one (1) hour.
- (d) The Contractor may charge an additional "towed mileage" charge when the towed vehicle is outside the limits of the City of Clearwater. This added charge will be for the distance traveled to reach a vehicle outside the City limits of Clearwater for the purpose of recovery only, towing the unit into the City limits, or towing a vehicle to a destination other than to the City of Clearwater.

19. Fleet Services Definitions.

- (a) *Road Service* – jump starting (when authorized), changing tires, entering a vehicle with keys locked inside. (No towing involved)
- (b) *Recovery* – pulling a piece of equipment out of sand, dirt, etc., without towing the vehicle to another location.

20. Fleet Services Rate Scale.

Towing services will adhere to the following rate scale:

Item No.	Description	Class "A" Wrecker Unit Price	Class "B" Wrecker Unit Price	Class "C" Wrecker Unit Price	Class "D" Wrecker Unit Price	Service Unit
1	Towing Service Base Charge	\$ 35.00	\$ 75.00	\$ 95.00	\$ 150.00	Per tow
2	Use of Dolly in tow service	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	Per tow
3	Use of Flatbed in tow service	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	Per tow
4	Road Service	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	Per call
5	Recovery	\$ 35.00	\$ 50.00	\$ 50.00	\$ 50.00	Per call
6	Truck Time w/ Driver	\$ 35.00	\$ 35.00	\$ 75.00	\$ 75.00	Per hour
7	Extra mileage outside Clearwater city limits	\$ 2.00	\$ 3.00	\$ 4.00	\$ 4.00	Per mile

21. Insurance.

The Contractor shall procure and maintain during the term of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne solely by the Contractor. Specific insurance specifications are set forth in Appendix A, Insurance requirement attached hereto.

22. Indemnification.

The Contractors' covenants and agrees to indemnify and save harmless the City from any and all claims, suits, actions, damages and causes of action, including attorney's fees and any cost incurred as a result of enforcing this indemnity agreement, which arise during the term of the contract for any personal injury, loss of life or services by the Contractor pursuant to this contract, excluding claims arising from the City's own negligent or intentional acts or omissions, and to defend any action or proceeding brought thereon, and from and against any orders, judgment and decrees as may be entered therein. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity to which City is entitled or the extent of any limitation of liability pursuant to § 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense City may have under § 768.28, Florida Statutes or as consent to be sued by third parties.

23. Non-Discrimination.

The Contractor agrees that in the performance of this contract, he shall not discriminate or permit discrimination in his hiring practices or in the performance of the contract, against any person

on the basis of his or her race, sex, religion, political affiliation, national origin, sexual preference, or disability.

24. Complaints.

The Contractor agrees that any complaints received by the City concerning breach of this contract by the Contractor, such as excessive charges, poor business practices, damage to vehicles, etc. will be referred to the City Manager, whose determination, after a fair and impartial investigation including notice to the Contractor and an opportunity to be heard and present evidence, will be binding on the parties thereto. Failure of the Contractor to follow the City Manager's determination will be considered a material breach of the contract and cause for the immediate termination of the contract.

25. Posting of Prices.

The Contractor shall prominently post in each storage area a list of the charges set forth in this contract. A schedule of approved charges shall be available upon demand with each wrecker.

26. Contract Non-Assignable.

Neither this contract nor any rights hereunder shall be assignable or transferable. The City reserves the right to terminate this contract upon any change in ownership of the Contractor, directly or indirectly, whether from the issuance of shares or the transfer of shares in the Contractor, or otherwise.

27. Non-Exclusiveness of Service.

The owner or person in possession of any private (non-City) vehicle which has been involved in an accident, or whose vehicle has been incapacitated in any manner, shall be given the opportunity to contact a wrecker or tow truck operator, provided the disabled vehicle is not creating a hazardous condition and the time which is required for the wrecker to respond will be reasonable. Nothing contained herein limits other towing companies from responding to the request for services from any private person or property owner.

28. Termination of Contract.

The City may terminate this Agreement without cause upon ninety (90) days written notice to the Contractor. The City may immediately terminate this Agreement upon written notice to Contractor in the event the Contractor breaches any of the terms and conditions of this Agreement and fails to cure the breach within seven (7) days from the date that written notice of the breach is delivered to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank Hibbard
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

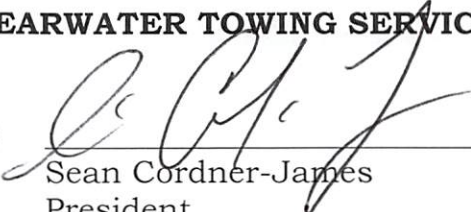


Matt Smith
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

CLEARWATER TOWING SERVICE, INC.

By: 

Sean Cordner-James
President