SAMPLE AGREEMENT FOR TOWING SERVICES

THIS AGREEMENT is entered into by and between the Sheriff of Manatee County, an independent constitutional officer of Manatee County ("MCSO") and ______________________________________ , a Florida corporation whose business address is __________________________________________________ (hereinafter "CONTRACTOR").

WHEREAS, MCSO is in need of wrecker services including the towing and storage of crime scene vehicles, seized vehicles and agency owned vehicles with mechanical breakdown, roadside service needs (flat tires, jump starts, etc.) and winching (stuck vehicles); and

WHEREAS, MCSO has established a budget and provided for the purchase of such services; and

WHEREAS, CONTRACTOR was one of ______ proposers to respond to MCSO Request for Proposals No. ____________, and was ultimately selected as the successful proposer; and

WHEREAS, MCSO and CONTRACTOR now desire to enter into this Agreement for towing services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, MCSO and CONTRACTOR agree as follows:

1. Recitals. The parties agree that the above “whereas” clauses are correct and hereby accept them as findings of fact.

2. Relationship of Parties /Execution of Documents. It is understood that the relationship of CONTRACTOR to MCSO is that of independent contractor. The parties agree to execute any documents necessary to effectuate this Agreement.

3. Services to be provided by Contractor. CONTRACTOR shall provide those services specified in its Proposal No. __________ and any amendments thereto. A copy of said Proposal and any amendments is attached to this Agreement and incorporated herein as Exhibit A.
4. **Storage Areas.** CONTRACTOR agrees to provide an enclosed, climate-controlled storage area and a secure outdoor storage area for use by MCSO throughout the term of the Agreement. The locations and specifications for these two areas are described in CONTRACTOR’s Proposal No. ________, attached hereto and incorporated herein as Exhibit A.

CONTRACTOR shall be responsible for maintaining all storage areas as well as adjacent sidewalks, driveways and landscaping in a clean and safe condition. CONTRACTOR agrees to maintain all structures, fencing, and other improvements in a condition that is equal to or better than the condition that exists on the commencement date of this Agreement. CONTRACTOR further agrees that the cost of utilities furnished to the storage areas will be borne by ____________________.

5. **Payment.** CONTRACTOR shall be paid pursuant to the prices set forth in its Proposal No. ________, attached hereto and incorporated herein as Exhibit A.

6. Payment to CONTRACTOR is due upon MCSO’s receipt of invoice and payable within thirty (30) days. Invoices shall be submitted not more frequently than once every thirty (30) days.

7. **Best Pricing.** During the term(s) of the Agreement, if MCSO becomes aware of better pricing offered by CONTRACTOR for substantially the same product outside this Agreement, but upon the same or similar terms of the Agreement, then, at the discretion of MCSO, the price under the Agreement shall be immediately reduced to the lower price for the remainder of the term(s).

8. **Term.** The initial term of this Agreement shall commence on ________________, 2013 and end on ________________, 20____. This Agreement shall automatically renew for subsequent one-year terms unless it is terminated in writing. Either party may terminate this Agreement by providing the other party no less than thirty days prior written notice.

8. **Termination.** When deemed to be in the best interest of MCSO, this Agreement may be terminated by MCSO as follows:
a. Upon provision of 30 days written notice in the event that there is a change in the Office of Sheriff due to an election, resignation or death and the Sheriff-elect makes the decision not to continue the awarded contract.

b. Upon provision of 10 days written notice with cause, provided that MCSO has provided CONTRACTOR written notice of a breach and CONTRACTOR has not, in the sole discretion of MCSO, remedied said breach within 10 days; or

c. Upon provision of 30 days written notice without cause; or

d. Upon provision of 10 days written notice in the event MCSO does not receive adequate funding to carry out its obligations under this Agreement.

9. **Hold Harmless / Indemnity Agreement.** CONTRACTOR assumes the entire responsibility for performance of all work and services and duties described in this Agreement. For specific valuable consideration and other benefits accruing to the CONTRACTOR, which have been received or acknowledged by CONTRACTOR, and which are separate and apart from any and all other consideration for the CONTRACTOR to enter into this Agreement, CONTRACTOR expressly agrees to indemnify MCSO, its appointees, officers, agents employees and further agrees to hold all of them harmless from any and all claims and actions for personal injury, death or property damage and from any other losses, and all damages (including but not limited to: compensatory, consequential, and incidental), charges or expenses, including reasonable attorney’s fees, which arise out of, in connection with or by reason of, CONTRACTOR’S performance or nonperformance of services, duties and responsibilities pursuant to this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance of such services, duties and responsibilities.

MCSO shall be responsible for its own comparative negligence only as permitted by Florida law including but not limited to Florida Statute 768.28. Nothing herein is intended or shall be interpreted to waive or
limit any rights that MCSO, its appointees, officers, agents and employees have pursuant to Chapter 768, Florida Statutes, or any other applicable or limiting law.

10. **Insurance.** CONTRACTOR shall fund the foregoing indemnification by providing the insurance coverages set forth in Exhibit B, attached hereto and incorporated herein. MCSO shall be named as an additional insured on all required policies. No change or cancellation of insurance shall be made without providing MCSO at least 30 days prior written notice. It is understood and agreed that all policies required by this Agreement shall be primary to any insurance or self-insurance maintained by MCSO. CONTRACTOR shall be solely responsible for securing and maintaining coverage for its subcontractor that meet or exceed the requirements stated herein.

11. **Amendments to Agreement.** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12. **Assignability.** Unless otherwise permitted herein, neither party shall assign this Agreement.

13. **Waiver of Breach.** A waiver by any party of a breach or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

14. **Notices.** The delivery of any notices by one party to the other shall be deemed to have been delivered if they are hand delivered or sent by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid and addressed to the following respective representatives of the other party or their duly elected or appointed successors, as follows:

MCSO:

Manatee County Sheriff’s Office  
600 US Hwy. 301 Blvd. W., Ste. 202  
Bradenton, Florida 34205
15. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction in Manatee County, Florida.

16. **Severability.** If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

BOTH PARTIES INDICATE THEIR APPROVAL OF THIS AGREEMENT BY THEIR SIGNATURES BELOW AND EACH PARTY WARRANTS THAT ALL CORPORATE OR GOVERNMENTAL ACTION NECESSARY TO BIND THE PARTIES TO THE TERMS OF THIS AGREEMENT HAS BEEN TAKEN.
CONTRACTOR

By: ______________________________  By:________________________________
Print Name:______________________  Print Name:________________________
Title: ____________________________  By:  _______________________________
Date: ____________________________  Print Name:________________________

MANATEE COUNTY SHERIFF’S OFFICE

___________________________________
W. Brad Steube, Sheriff

Date: ______________________________