

CONTRACT FOR TOWING SERVICES

This Contract for Vehicle Towing services is entered into by and between Shamrock Towing (herein referred to as "Contractor"), and the City of Columbus, Department of Recreation and Parks (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for towing of unauthorized, privately owned vehicles parked in parks after hours; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. _____, passed by Columbus City Council on _____; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties.

1. Contract Term

The initial term of this Contract shall be from August 1, 2011 to July 31, 2013. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall be \$0.00. There is no cost associated with this contract between Shamrock Towing and the City of Columbus. Shamrock towing will be paid directly by owner of vehicle that was towed after parking illegally.

3. Pricing and Scope of Services

The Contractor agrees to perform the Scope of Services as set forth **ON ATTACHED EXHIBIT A**.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

Tina Mohn will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

(List names and addresses of City and Contractor contact persons below.)

Tina Mohn
City of Columbus, Recreation and Parks
1111 E. Broad St., Suite 101
Columbus, Oh. 43205

Shamrock Towing, Inc.
633 Frost Rd.
Westerville Oh. 43082
614-882-3555

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and he/she/it agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

9. Payment/Invoice Submittal

All payments to Shamrock Towing Inc. will be made from the private vehicle owner directly to Shamrock Towing. City shall not be obligated to pay Shamrock Towing, Inc. for installation of signs or towing of vehicles in any way.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

15. Severability

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an Officer or Member of the Company.)

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that he/she is
_____ of _____, a Corporation, LLC, or LLP organized and existing under and by
(Title) **(Company Name)**

virtue of the laws of the State of _____, and having its principal office at

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

(Company Name)

Affiant further says that _____ is _____
(Name of Person Signing Contract) **(Title)**

Of the Company and is duly authorized to sign the Contract for : _____

For said Company by virtue of _____
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

**** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.****

Sworn to before me and subscribed in my presence this _____ day of _____ 20____

Notary Public

My Commission Expires: _____

EXHIBIT A

IMPOUND AUTHORIZATION

The City of Columbus, Recreation and Parks Department hereby authorizes Shamrock Towing, to remove vehicles left unattended in the park after the park has closed or any vehicle not parked in a designated parking spot as per park signage. Shamrock Towing is authorized by City Ordinance No. _____ to remove vehicles from: specified parks, as authorized by the Director.

Shamrock Towing agrees to provide and install a minimum of _____ signs within specified parks, as authorized by the Director. at no cost to the City of Columbus. Signs shall indicate:

- The hours that vehicles will be towed
- Cars not parked in a designated parking spot will be towed
- Vehicle recovery location and instructions to retrieve vehicle
- Associated costs for recovery
- Recovery location and phone number

Approved sign language will become part of this agreement and is attached as Exhibit A1.

Vehicles will be towed at no cost to the City of Columbus. All costs associated with towing will be paid by the owner of the towed vehicle in order to recover vehicle.

Shamrock towing instructions:

On a patrol basis, Shamrock is authorized to remove any unattended vehicle left in the after the park has closed and any vehicle not parked in a designated parking space as per signage.

EXHIBIT A1
SIGN LAYOUT AND WORDING

EXHIBIT B
WORKER'S COMPENSATION

EXHIBIT C
INSURANCE