



City of Smyrna

MEMORANDUM OF UNDERSTANDING
TOWING SERVICES

The undersigned does hereby agree to supply the City of Smyrna, Georgia with Towing Services as may be required by the City.

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 5th day of June, 2014, by and between the **CITY OF SMYRNA**, a municipal corporation within the State of Georgia, hereinafter called the "City", and Howard's W/Serv., a Corporation, hereinafter called the "Contractor".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed between the parties hereto as follows:

1. **Services of the Contractor.** The Contractor shall furnish all labor and materials necessary to provide Towing Services as more particularly set forth herein. All services shall be performed in accordance with the attached Scope of Services (the "Services") and Fees for Services schedule, and incorporated herein by this reference and the Terms and Conditions and Specifications contained herein.

Services shall be in accordance with City of Smyrna, Part II - Code of Ordinances, Chapter 98 - Traffic and Vehicles Article II. - Vehicle Impoundment and State Law "Abandoned motor vehicles", O.C.G.A. § 40-11-1 et seq.; "removal of vehicles from public property", O.C.G.A. § 40-11-3.

Furthermore, the Contractor agrees that the performance of work and Services pursuant to the requirements of this MOU **shall be performed 24-7 daily.**

2. **TERM.** The term of this Agreement shall be for continuous services until deemed by Mayor and Council to cease the Services or Contractor provides notice of cessation of services.

**SCOPE OF WORK
AND
FEES FOR SERVICES**

The Pricing set forth below shall remain fixed and firm for the Term of this Agreement or until changed by the Chief of Police in concurrence with Mayor and Council. Services shall be performed 24-7, each day of the year.

Service	Fees
Service Calls (gas, flat tire, lookout, jumpstart, etc.)	\$50.00
Basic Tow – Damaged or Undamaged Vehicle	\$120.00
Basic Tow – Damaged or Wrecked Vehicle – Over 14,000 GVW	\$300.00
Additional Appropriate Charges:	
Damage Requiring Drive Shaft Removal	\$30.00
Vehicle Requiring Standard Size Wrecker (each add'l 15 minutes in excess of ½ hour)	\$35.00
Vehicle Requiring Large Wrecker (every 15 minutes in excess of ½ hour)	\$75.00
Undamaged Vehicle Towed from Street to PD to Wrecker Storage	\$150.00
Daily Storage Charges:	
Vehicles over 14,000 GVW	\$40.00
Vehicles less than 14,000 GVW	\$20.00
NOTE: There will be no charges for the first 24 hours of storage	
Administrative Fees:	
A Flat Fee of \$40.00 will be charged for required certified notifications to owners, lien holders, etc. (up to the first thirty (30) days)	
Additional Items:	
Towing Outside City Limits:	
Small Wrecker (after five (5) miles from scene)	\$4.00 per mile
Large Wrecker (after five (5) miles from scene)	\$5.00 per mile
All City Vehicles will be towed free of charge within City Limits	
(Fees proposed - TBD)	

All Towing Service Vehicles must carry equipment to remove debris from roadways as required by State law or the vehicle driver will be ticketed by Smyrna Police Department.

Administrative Requirements

- Contractor shall submit copies of All paid invoices for services within the City of Smyrna for Towing and Storage by the 15th of each month for the previous month.
- Contractor shall provide Drivers' License history of each wrecker driver or must provide a signed waiver to allow three years' history to be obtained by Smyrna Police Department.
- City shall post all fees for towing services at the Smyrna Police Department Front Desk and on the City's website at www.smyrnacity.com

The following are requirements for all contractors providing goods or services for the City:

1. Insurance Requirements

Contractor shall provide a Certificate of Insurance naming the City of Smyrna as Additional Insured in compliance with the minimum requirements of the State of Georgia to include worker's compensation. Contractor shall be responsible for all injuries or damages of any kind resulting from his work, to persons or property. The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 Aggregate.
- b. Automobile Liability – Any Auto for bodily injury and/or property damage of at least \$500,000.00 combined single limit per accident.
- c. Worker's Compensation and Employers Liability – Statutory coverage at a minimum of \$100,000 per accident.

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day prior written notice must be sent by mail to the City.

2. Indemnification

Contractor shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, subcontractors and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of Contractor. The City may review any disputes and the City's decision shall be final.

3. Georgia Security and Immigration Compliance

In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91), all contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to contractor and subcontractor stating affirmatively that the contractor and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this MOU and must be signed, notarized and returned to the City's Purchasing office. Employers with one employee must sign the Contractor's Affidavit. Single owners with no employees must sign the SAVE form and provide a copy of a Georgia Drivers License or other approved identification document.

4. Personnel

Contractor shall only hire and employ individuals performing services hereunder with suitable training, experience and skills to perform the services and the position to which such individual is assigned. Contractor shall, at its expense, conduct (or cause to be conducted), in compliance with all applicable laws, the following checks on each individual performing services hereunder:

- a. a background check, including the: (i) name and all names used in the previous seven years, (ii) date of birth, (iii) city, state, and country of birth, and (iv) passport number (if one is held) and issuing country, issue date and expiration date;
- b. criminal checks; and
- c. drug testing.

At the City's request, and to the extent permitted by law, Contractor shall provide copies of such checks with respect to any individual performing services hereunder, and the City shall comply with the law with respect to the use, retention, disposal and confidentiality of such information.

With respect to any individual performing services hereunder that the City believes is (a) not conducting him or herself in accordance with the applicable code of conduct as provided to Contractor by the City from time to time, (b) improperly providing the services, (c) engaged in conduct that is criminal, fraudulent or likely to cause harm to the City's employees or property or (d) not adequately complying with the terms of the service contract, Contractor shall, upon the City's request, as soon as reasonably practicable: (i) if applicable, terminate such individual's access to City property, and (ii) remove such individual of his or her responsibility of providing services to the City.

5. Independent Contractor

The Services to be performed by the Contractor is that of an independent Contractor and not of an employee of the City of Smyrna. The City shall not be responsible for withholding any portions of the Contractor's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any Services by this Agreement.

CITY OF SMYRNA

BY: 

Printed Name: A. Max Bacon

TITLE: Mayor

DATE: 6/19/14

HOWARD'S WRECKER SERVICE AND BODY SHOP

BY: 

Printed Name: Philip E Howard

TITLE: Manager

DATE: 6-5-14

*E verify
Contractor's
affidavit
retained by
Purchasing
6/19/14*



City of Smyrna, Georgia
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §§13-10-91(b)(1) (b)(1), stating affirmatively that the individual, firm, or corporation which is contracting with the City of Smyrna has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91(b)(1) .

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract the City of Smyrna, contractor will secure from such contractor(s) similar verification of compliance with O.C.G.A. §13-10-91(b)(1) on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Smyrna at the time the subcontractor(s) is retained to provide the service.

507224

EEV/ Basic Pilot Program* User Identification Number

BY: Howard's Wrecker
 Authorized Officer or Agent

COMPANY

6-5-14
 Date

Manager
 Title of Authorized Office or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

5 DAY OF June 2014

Notary Public

My Commission Expires:

January 29, 2015

*As of the effective date of O.C.G.A. §13-10-91(b)(1) , the applicable federal work authorization program is the "EEV/Basic Rule Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in Conjunction with the Social Security Administration (SSA)



City of Smyrna, Georgia
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91(b)(1), stating affirmatively that the individual, firm, or corporation which is contracting with the City of Smyrna has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91(b)(1)

EEV/ Basic Pilot Program* User Identification Number _____

BY: Authorized Officer or Agent _____
(Subcontractor Name) COMPANY _____

Date _____

Title of Authorized Office or Agent of Subcontractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____ 201__

Notary Public
My Commission Expires:

*As of the effective date of O.C.G.A. §13-10-91(b)(1), the applicable federal work authorization program is the "EEV/Basic Rule Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in Conjunction with the Social Security Administration (SSA)

