

CONTRACT

BETWEEN

THE CITY OF LONG BEACH
AND
ALL COUNTY HOOK UP TOWING, INC.

THIS AGREEMENT made and entered into as of June 10, 2022, (“Agreement”) by and between the City of Long Beach (“City”), a municipal corporation with offices at 1 West Chester Street, Long Beach, New York 11561, and All County Hook Up Towing, Inc. (“Contractor”), a New York State Corporation, with offices at 66 East Merrick Road, Freeport, New York 11520. (Hereinafter referred as to collectively as the “Parties”).

WHEREAS, that in consideration of the mutual stipulations, Agreements and covenants herein contained, the Parties hereto have agreed and hereby agree with each other, that the Contractor shall and will furnish all labor, machinery, tools, equipment, materials and incidentals necessary to meet the Agreement specifications and complete the Agreement work and services in a first class workmanlike manner and according to the best of Contractor's ability and in accordance with these Agreement documents and specifications and conditions herein contained and made a part of this Agreement and in accordance with such detailed directions and instructions as may be furnished and given by the City or its designated representative during the progress of the contract, which directions, and instructions are, and are hereby made part of this Agreement .

WHEREAS, the City’s Request for Proposals (“RFP”) and Contractors Response to the Request for Proposals (“RFP Response”) are duly incorporated herein and are made a part of this Agreement as if expressly set forth herein.

WHEREAS, in the event there are any conflicting terms between the RFP, RFP Response, and this Agreement, the RFP shall control.

WHEREAS, the City may issue directives and/or policy memoranda which shall become part of the Agreement provisions provided that they do not expressly conflict with any existing Agreement provision.

NOW THEREFORE, subject to the mutual covenants contained herein, the City and Contractor hereby agree as follows:

ARTICLE 1 – TERMS AND CONDITIONS

The recitals and “WHEREAS” clauses are incorporated into this Agreement as though set forth herein verbatim.

ARTICLE 2 – DEFINITIONS

A. "Police" or "Commissioner". Whenever the word "Police" is used, it shall be held to mean the Police Commissioner duly appointed by the City, or to the Police

Commissioner's authorized representative to administer the Agreement and to represent the City for the purpose of determining general conformity of the work with the Agreement specifications.

B. Definition of Terms. The words "as directed", "as required...", "as permitted", "...as allowed", or phrases of the like effect or similar import shall mean that the direction, requirement or permission of the City, or its representative is intended, and similarly the words "approved", "reasonable", "suitable", "properly", "satisfactory", or words to like effect or similar import refer to the approval or acceptance of the work by the City.

ARTICLE 3 - SCOPE AND TERM

A. This Scope of this Agreement is as described in the City's RFP.

B. The term of this Agreement commences on is June 8, 2022 to and including June 7, 2025. In accordance with the City's RFP documents. The Parties have the option upon mutual consent to extend this Agreement for two (2) additional three (3) year periods ("Renewal Periods"), approval of which is subject to the City's sole discretion. If exercised, the first Renewal Period shall commence on June 8, 2025 and expires on June 7, 2028; the second Renewal Period, if exercised, shall commence on June 8, 2028 and expires on June 7, 2031. Should Contractor wish to exercise either Renewal Period it must express its desire to do so at least 180 days prior to the expiration of the then current term.

ARTICLE 4 - PAYMENT TO CITY

Contractor shall pay the City Two Hundred and Twenty-Five Dollars (\$225.00) per tow.

ARTICLE 5 - EXTENT OF WORK

Under these conditions and accompanying specifications, the Contractor is required to do all the services specified under this Agreement and furnish all labor and materials, vehicles, tow equipment, machinery and tools necessary and proper for performing and completing the work required by this Agreement as indicated in this Agreement and in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the City and in accordance with the specifications at the prices agreed upon and fixed therefore.

ARTICLE 6 - COMMENCEMENT OF THE WORK

The work and services embraced in this Agreement shall begin on the Commencement Date of June 8, 2022, and shall be carried on regularly and uninterruptedly and with such force as to secure the complete performance of the entire work in accordance with this Agreement. Should the prosecution of the work and services to be done under this Agreement be suspended, interrupted or entirely prevented as a result of a National, State, County, City or other public emergency and/or or by any judicial determination, no claim for damages of any character shall arise in favor of the Contractor or against the City, and a pro rata adjustment shall be made in the Agreement payments to be made to the City for the period of such suspension or interruption. The City shall determine, in its sole discretion, whether an interruption as described in this paragraph has occurred.

ARTICLE 7 - INSURANCE REQUIREMENTS

A. The Contractor shall furnish the required insurance certificates etc., as noted in the RFP. The City will not authorize any work or services to be performed pursuant to this Agreement until all insurance requirements have been met and requisite certificates and/or documentation are provided.

B. All insurance policies and certificates described above must provide at least thirty (30) days prior written notice of cancellation or modification to the City by certified or registered mail to the following address:

City of Long Beach
Attn: Corporation Counsel
One West Chester Street, Room 402
Long Beach, New York, 11561

C. Certificate of Insurance covering all the required forms of insurance including the Hold Harmless Agreement must be furnished to the City in accordance with the RFP.

ARTICLE 8 - ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws and codes shall be observed.

ARTICLE 9 - ASSIGNMENT OF CONTRACT

The Contractor shall not assign, delegate, transfer, convey, sublet or otherwise dispose of this Agreement, or of his right, title, or interest therein, or his power to execute this Agreement, or any rights or obligations pursuant to this contract, to any other person or corporation without the prior written consent of the Police Commissioner.

ARTICLE 10 – NOTICE

“Notice” shall mean written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business of the person, firm or corporation for whom intended, or to his, their, or its duly authorized agent, representative or officer; or when enclosed in a postage pre-paid wrapper or envelope addressed to such person, firm or corporation at his/her, their or its last known business address and sent by certified or registered mail, or overnight delivery service, with a return receipt requested. Notice to the City shall be given to:

City of Long Beach
Attn: Corporation Counsel
One West Chester Street, Room 402
Long Beach, New York, 11561

ARTICLE 11 - HOLD HARMLESS AGREEMENT

The Contractor agrees to defend, indemnify and save harmless the City, its officers, agents and employees, and elected and appointed officials, against claims, damages, loss or expense, including but not limited to reasonable legal fees, court costs, investigatory expenses associated with any claim against the City by reason of any claim against the City arising out of or resulting from the performance of this Agreement by Contractor or its agents or employees, or for damage because of bodily injuries, including death at any time resulting therefrom, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the work required to be performed by the Contractor under this Agreement .

ARTICLE 12 - PROTECTION OF PUBLIC

The Contractor shall maintain signs at all times during the vehicle storage period and shall build suitable barriers around all vehicles as directed by the Police Commissioner. Contractor shall also take all necessary precautions to prevent accidents or injury to workers.

ARTICLE 13 – DROP & RELEASE DISCRETION OF CITY

The contractor agrees and acknowledges that it shall not charge any fee where a Police Officer, the Police Commissioner, or Office of the Corporation Counsel, determine in their sole discretion that an error was made and a vehicle should be dropped from the lift/tow truck, or released from the Contractor's premises.

ARTICLE 14 – MISCELLANEOUS

A. Understanding of Agreement. The Contractor hereby certifies and agrees that he has read each and every clause of this Agreement and fully understands the meaning of same, and that it will comply with all the terms, covenants, and agreements set forth herein.

B. Independent Contractor. In performing, directing, or otherwise managing its respective duties and obligations hereunder, Contractor shall be deemed to be acting as an independent contractor and nothing herein shall be considered or deemed to establish or otherwise create a relationship of employer and employee, principal and agent, partnership, agency, or joint venture as between the parties, or between either party and any employee or subcontractor of the other party. Each party shall at all times maintain complete control over its employees and operations, including the activities of its agents and contractors and shall be responsible for all payments to and claims by any of its employees, agents, or contractors related to this Agreement and the services provided hereunder.

C. Invalidity of a Particular Provision. If any term or provision of this Agreement or the application hereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

D. No Sole Drafter. The Parties herein acknowledge that they have read this Agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the Parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement


E. Headings. The headings of any portion of this Agreement, or any document incorporated herein, shall not be construed to be substantive provisions of this Agreement, and are inserted only for convenience.

F. Venue and Jurisdiction. The Parties agree that this Agreement is made in and pursuant to the laws of the State of New York, and is to be performed in Nassau County. Any dispute arising out of or involving the terms and conditions, or performance, of this Agreement shall be resolved only in a court of appropriate jurisdiction in the County of Nassau, State of New York the jurisdiction of such courts for such purposes.

(This space left intentionally blank. Signature block to follow immediately below on page 6.)

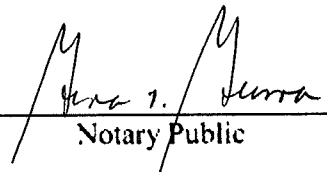
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

The City of Long Beach


By: Donna M. Gayden
Title: City Manager

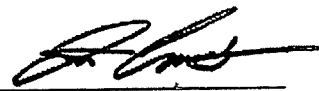
STATE OF NEW YORK :
COUNTY OF [NAME OF COUNTY] : ss.:

On this June 13, 2022, before me, the subscriber, personally appeared Donna M. Gayden who, being by me duly sworn, deposes and says: That she is the City Manager of the City of Long Beach (the "City"), a municipal subdivision of the State of New York named in and which executed the above and within Instrument; that she knows the seal of said City and that the seal affixed to said Instrument is the seal of the City; that it was so affixed by the order of the City Council of the City, and that she signed her name thereto by like order.


Notary Public

Glna T. Guma
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2026

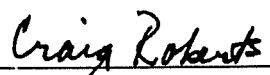
All County Hook Up Towing, Inc.


By: JOSEPH CALVAGNO
Title: president

STATE OF NEW YORK :
COUNTY OF [NAME OF COUNTY] : ss.:

On the 10TH day of June in the year 2022, before me, the undersigned notary public, personally appeared Joseph Calvagno, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2023


Notary Public

Authorizing Resolution Detail: #86/22

June 7, 2022

Item No. 10
Resolution No. 86/22

The following Resolution was moved by Pres. McInnis
and seconded by Ms. Treston :

Resolution Authorizing the City Manager to Enter into a Contract
for the Towing and Storage of Vehicles from Locations Within the
City of Long Beach.

WHEREAS, after due advertising therefore, one proposal was received in the
Office of the City Purchasing Agent on Thursday, April 21, 2022 at 11:00 a.m. for the towing
and storage of vehicles from City streets, parking fields or other locations where the City has
jurisdiction, as per specifications on file in the Office of the City Purchasing Agent; and

WHEREAS, All County Hook-Up Towing, Inc., 66 East Merrick Road, Freeport,
New York 11520 was the sole responsible proposer; and

WHEREAS, a committee was established to review and evaluate the proposal
and the committee unanimously recommends awarding the contract to All County Hook-Up
Towing, Inc.; and;

WHEREAS, All County Hook-Up Towing, Inc. shall pay \$225.00 per tow to the
City, for a term of up to three (3) years, with an option for two (2) extensions of up to three (3)
years each, at the sole discretion of the City, with all unit prices remaining in effect for the
extension of the contract;

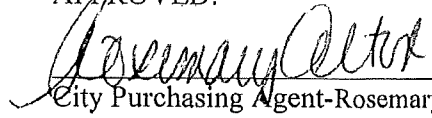
NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York, that the
City Manager be and he hereby is authorized to enter into a contract with All County Hook-Up
Towing, Inc., 66 East Merrick Road, Freeport, New York 11520 for the towing and storage of
vehicles from locations within the City of Long Beach, for a payment of \$225.00 per tow, for a
term of up to three (3) years, with an option for two (2) extensions of up to three (3) years each,
at the sole discretion of the City, and subject to the approval of the City Council, with all unit
prices remaining in effect for the extension of the contract; and be it further

June 7, 2022


Page 2
Item No. 10
Resolution No. 86/22

APPROVED:



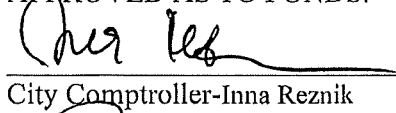
City Purchasing Agent-Rosemary Alton

APPROVED AS TO ADMINISTRATION:



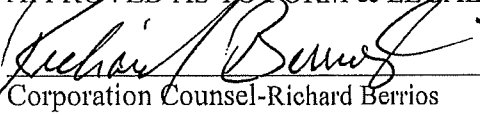
City Manager Donna M. Gayden

APPROVED AS TO FUNDS:



City Comptroller-Inna Reznik

APPROVED AS TO FORM & LEGALITY:



Corporation Counsel-Richard Berrios

VOTING: AS AMENDED

Council Member Posterli - AYE

Council Member Lester - AYE

Council Member Bendo - AYE

Vice President Treston - AYE

President McInnis - AYE