

TAB 10



City of Palmetto Agenda Item

Meeting Date

9/27/10

Presenter: Chief Rick Wells

Department: Police Department

Title:

Police Department Agreement for Automobile Maintenance and Repair Services

On September 1, 2010 the Purchasing Department sent Requests for Quotes to three local vendors (Bill Lee's Professional Automotive, Lex's Automotive and Palmetto Automotive Sales & Service), asking them to present a quote for maintenance & repair of the vehicles in the police department fleet.

September 15, 2010 was the deadline date for submittals. One response was received from Lex's Automotive; they have quoted us the same hourly rate (\$55.00) and percentage over cost for parts (40%) as in the previous two years. They have been under contract with the City of Palmetto since 2008 providing these same services and the Palmetto Police Department has been completely satisfied with their performance.

This request will cover the first year of the agreement with the option to renew for two (2) additional one (1) year terms upon written agreement by both parties.

Budgeted Amount: \$45,000 **Budget Page No(s):** **Available Amount:** \$0.00 **Expenditure Amount:** \$0.00

Additional Budgetary Information: Annual cost of \$45,000 will be charged to Account #001 521 4640, included in fiscal year 2011 proposed budget.

Funding Source(s): **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested: Staff recommends Commission authorize the Mayor to execute a new 12-month contract with Lex's Automotive & 4 Wheel Drive Repair, Inc., who has agreed to the original contract terms and conditions.

Staff Contact: Nixa Haisley

Attachments: Agreement for Automobile Maintenance and Repair Services

**AGREEMENT FOR AUTOMOBILE
MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT for automobile maintenance and repair services is made on the date last set forth below between the CITY OF PALMETTO POLICE DEPARTMENT (“PPD”), through the CITY OF PALMETTO, a municipal corporation of the state of Florida and LEX’S AUTOMOTIVE & 4 WHEEL DRIVE REPAIR, INC. (“CONTRACTOR”), a Florida corporation with a principle place of business located at 1045 Hasko Road, Palmetto, Florida 34221.

WHEREAS, the PPD owns a fleet of automobiles used in its law enforcement function; and,

WHEREAS, PPD requires that maintenance and repairs be performed on the vehicles on a regular basis; and,

WHEREAS, CONTRACTOR is in the business of providing automobile maintenance and repair services and desires to perform such services for PPD; and

WHEREAS, CONTRACTOR submitted the lowest bid response to a Request for Quote issued by the Purchasing Department to provide the services described herein; and

WHEREAS, PPD desires to purchase and CONTRACTOR desires to furnish the services specified herein; and

WHEREAS, the City Commission has established a budget and allocated funds for the purchase of such services.

NOW THEREFORE, in consideration of the premises and the mutual agreements set forth herein, PPD and CONTRACTOR agree as follows:

Section I. GENERAL

A. COMPLIANCE WITH LAWS; NONDISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally CONTRACTOR covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by CONTRACTOR, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the CITY.

B. **LICENSES.** CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements.

C. **CONTRACTUAL LIABILITY.** The relationship of the CONTRACTOR to the City shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to the CONTRACTOR or any of the officers, employees, personnel, contractors, or subcontractors of the CONTRACTOR any rights, interest or status as an employee of the CITY. The CITY shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the CONTRACTOR in connection with the Scope of Services or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

Section II. TERMS AND CONDITIONS. CONTRACTOR shall, at its own cost, provide all materials, equipment, labor and everything of every sort which may be necessary for the proper execution of all of the work included in this agreement, whether same may or may not be particularly described herein. CONTRACTOR agrees to abide by all the terms and conditions of this Agreement as follows:

- A. Only ASE certified mechanics will perform maintenance or repairs on Police Department vehicles.
- B. Only ASE certified technicians with the appropriate ASE certification for automotive brakes, air conditioning, transmission, drive train, electrical and engine repair will perform maintenance or repair on Police Department vehicles. No repair or maintenance will be performed on a Police Department vehicle unless the assigned technician performing that repair is ASE certified for that repair or maintenance.
- C. Valid and current ASE certifications must be conspicuously displayed at the repair location.
- D. The repair facility must maintain sufficient fully-functional repair bays to provide services within a reasonable repair time frame.
- F. All repair and service invoices must be specific to the Police Department vehicle being serviced or repaired and include, as a minimum, the following:

1. Vehicle Identification Number
 2. Vehicle (Unit) Number
 3. Mileage
 4. Date in and Date Completed
 5. Name or ID of technician performing the repair or service.
 6. Separate listing of parts and labor charges.
- G. All repair records, invoices and vendor invoices must be available for inspection by any authorized representative of the Palmetto Police Department and/or authorized representative of the City of Palmetto upon request of said representative.
- H. Labor hours invoiced shall not exceed the standards set by the Mitchell Flat Rate guidelines.
- I. The repair facility shall maintain appropriate and fully functional diagnostic equipment compatible with the Palmetto Police Department vehicles. Scanners, engine analyzers, and diagnostic testers must have current software and be housed at the repair facility.
- J. The diagnostic software of the repair facility shall be subject to inspection by the Police Department and/or the City of Palmetto representatives for proof of updates.
- K. The repair facility shall maintain a fuel injection cleaning machine, a cooling system flush and refill machine, and an automatic transmission flush and refill machine.
- L. The repair facility shall maintain storage capacity for up to twenty (20) police pursuit tires, with at least an additional two (2) complete sets of police pursuit tires mounted and balanced and available for immediate installation.
- M. Patched tires shall not be installed on pursuit vehicles, whether marked or unmarked cars.
- N. The repair facility shall provide for seven-day-a-week, twenty-four-hour-a-day towing service for police vehicles, with on-site secure storage for no less than two Police Department vehicles, outside of view from public areas.

- O. CONTRACTOR shall procure and maintain during the life of this Agreement, unless otherwise specified, Workers Compensation, Commercial General Liability and Business Auto Liability each which shall have a minimum of no less than \$500,000.00 of coverage, and Garage Keepers Liability with a minimum of \$200,000.00 of coverage.
- P. All parts installed on police pursuit vehicles must be OEM or parts approved for use by the manufacturer of the police vehicle being serviced or repaired.

Section II. – RATES. CONTRACTOR agrees to provide all labor at a rate of \$55.00 per hour or fraction thereof according to the Mitchell Flat Rate guidelines and to provide all parts at cost plus 40%.

Section III. – PAYMENTS. CONTRACTOR will prepare and submit monthly invoices to the PPD. PPD agrees to pay all acceptable invoices within thirty (30) days of receipt.

Section IV. – DURATION, TERMINATION AND AMENDMENT.

A. This Agreement shall be for a term of one year commencing on October 1, 2010. The Agreement may be renewed for two (2) additional one (1) year terms upon City Commission approval and written agreement by both parties, which agreement may include an increase in the hourly rate by an amount not to exceed 3% of the rate in place during the initial term.

B. Either party may terminate this Agreement upon providing the other party with 60 days prior written notice of such termination. PPD may terminate this Agreement immediately if CONTRACTOR shall commit a default under any of the terms, provisions, conditions, or covenants contained in this Agreement and shall fail to take such steps to remedy such default within ten (10) calendar days after written notice thereof from PPD. Should PPD terminate this Agreement pursuant to this Section IV.B., CONTRACTOR shall cease all work immediately and PPD shall be entitled to have a third party complete work remaining under any and all outstanding Work Orders. CONTRACTOR shall receive no further compensation until all work remaining under any and all outstanding Work Orders is completed. If the unpaid balance otherwise due to CONTRACTOR exceeds the direct and indirect cost of completing the remaining work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such cost exceeds such unpaid balance, CONTRACTOR will pay the difference to the PPD. Such cost incurred by the PPD will be reasonably determined by the PPD.

C. This Agreement may be amended only by written agreement executed by both parties.

Section V. NON-ASSIGNABILITY. CONTRACTOR may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement, without the prior written consent of the PPD.

Section VI. INDEMNIFICATION. CONTRACTOR shall indemnify, keep and save harmless the CITY, its contractors, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the CITY arising out of the performance of or failure to perform the Scope of Services required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the CONTRACTOR or its employees, subcontractors, licensees, invitees or guests. CONTRACTOR shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the CITY in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of CONTRACTOR performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the CITY upon any liability arising out of this Agreement, CITY at once shall give notice thereof in writing to CONTRACTOR at the above listed address. Upon receipt of notice, CONTRACTOR, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the CITY. Nothing in this Agreement shall be deemed to affect CITY's right to provide its own defense and to recover from CONTRACTOR attorney's fees and expenses associated with such representation. Nothing in this Agreement shall be deemed to waive or modify the rights, privileges and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

Section VII. VENUE. The venue for any proceedings brought to enforce this agreement shall be Manatee County, Florida.

Section VIII SEVERABILITY. Should any portion of this agreement be found by a court of competent jurisdiction to be illegal or unconstitutional, then such portion shall be severed and the remaining portions of the agreement shall be unaffected thereby.

Section IX. ATTORNEYS' FEES. In the event of litigation to enforce any of the rights and obligations set forth in this Agreement for Automobile Maintenance and Repair Services, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs expended in enforcing those rights and obligations.

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.

ATTEST: James R. Freeman
City Clerk

**CITY OF PALMETTO, FLORIDA BY AND
THROUGH THE CITY COMMISSION OF
THE CITY OF PALMETTO**

By: _____
City Clerk/Deputy Clerk

By: _____
Shirley Groover Bryant, Mayor

Date: _____, 2010

Witnesses:

**CONTRACTOR
NAME**

Signature

By: _____

Print name: _____

Print name

Title: _____

Signature

Date: _____, 2010

Print name