

## SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and Fortney Towing, Inc. (hereinafter referred to as "Contractor"), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: Towing and Storage of Evidence Vehicles for the Police Department (Request for Proposals No. 9515), copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$135,013.33) annually for three years, as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Contractor agrees to accept electronic payment from the City.

4. INDEMNIFICATION. Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of the Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines penalties, forfeitures, costs or damages caused solely by the gross negligence or caused by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the services to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,  
A California municipal corporation

Fortney Towing, Inc.  
a California Corporation

By:

\_\_\_\_\_  
Melissa Perales, Purchasing Manager  
Finance Department

By:

\_\_\_\_\_  
Name: Debra Fortney  
(Type or print written signature)

Title: OWNER  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

By:

\_\_\_\_\_  
Kristi M. Costa  
Deputy City Attorney

8/5/2020  
Date

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

By:

\_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

Addresses:

CITY:  
City of Fresno Police Department  
Fiscal Affairs Bureau  
Attention: Rene' Watahira  
Administrative Manager  
P.O. Box 1271  
Fresno, CA 93615  
Phone: (559) 621-2051  
FAX: (559) 457-1496

CONTRACTOR:

Fortney Towing, Inc.  
Attention: Debra Fortney  
Owner  
2501 N. Business Park Ave  
Fresno, CA 93727  
Phone: (559) 292-1114  
FAX: (559) 292-9535