
**AGREEMENT BETWEEN ST. CLOUD TOWING & COLLISION, INC.
AND HARMONY COMMUNITY DEVELOPMENT DISTRICT
REGARDING TOWING SERVICES**

THIS AGREEMENT made and entered into this 29th day of December, 2021, by and between St. Cloud Towing & Collision, Inc., an independent contractor (“Contractor”), whose address is 605 East 13th Street, Saint Cloud, FL 34769, and Harmony Community Development District (“District”), care of the District Manager, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter “Parties”), shall bind the Contractor to provide Towing Services.

SECTION I: PURPOSE OF AGREEMENT

The purpose of this Agreement between Contractor, an independent contractor, and the district is for the Parties to enter into an agreement for the provision of Towing Services as set forth in Section IV below.

SECTION II: QUALIFICATIONS OF CONTRACTOR

The Contractor represents that it is qualified to fulfill the duties set forth below and has obtained all required licensure from state and local authorities.

SECTION III: AUTHORITY OF DISTRICT TO TOW UNAUTHORIZED VEHICLES.

The District was created under Chapter 190 and established via county ordinance.

The District has the express authority to contract with any person regularly engaged in the business of towing vehicles, without liability of cost of removal, transportation, or damaged cause by the removal so long as notice is provided per Fla. Stat. § 715.07. See Exhibit “A.” The District has the power to regulate parking and may exercise any of the special powers granted by Fla. Stat § 190.012 relating to public improvements and community facilities as well as implementing

security measures under Fla. Stat. § 190.012(2)(d). Section (2)(d) does not prohibit the District from contracting with a towing company to remove vehicles from the property if the District follows authorization and notice and procedural requirements in Fla. Stat § 715.07.

SECTION IV: CONSIDERATION

1. That which induced the parties to enter into this Agreement, in addition to the provisions of Section I-III, which provisions are dispositive, is the fee for the Contractor and the services to be received by the District to assist in maintaining District infrastructure both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to all of the provisions of this Agreement.

SECTION V: DUTIES

1. The duties, obligations, and responsibilities of the Contractor are as follows:
 - a. Remove any unauthorized vehicles (“Unauthorized Vehicles”), parked on the District Facilities (“Facilities”).
 - i. The Facilities that are to be included for the removal of Unauthorized Vehicles are set forth in Exhibit “B” attached.
 - b. Tow and store any Unauthorized vehicles from the Facilities in a locked, gated impound lot at the Discretion of the Contractor.
 - c. Comply with all provisions of §713.78 and §715.07 Fla. Stat.
 - d. Charge fees to vehicle owner consistent with applicable law.
 - e. All fees to be charged at vehicle owner’s expense shall be as follows:
 - i. Class A \$125.00 for towing (including first 24 hours) plus \$10.00 police tow notification fee \$35.00 per day thereafter; \$50.00 admin fee after 48 hours.
 - ii. Class B \$250 for towing (including first 24 hours plus \$10.00 police tow notification fee\$35.00 per day; thereafter, \$50.00 admin fee after 48 hours.

- iii. Class C \$375 for towing (including first 24 hours plus \$10.00 police notification fee \$60.00 per day; thereafter, \$50.00 admin fee after 48 hours.
 - iv. Class D or Boat Trailer 12ft or more \$500.00 for towing (including first 24 hours plus \$10.00 police notification fee \$60.00 per day; thereafter, \$50.00 admin fee after 48 hours.
 - v. The dropping fee would be \$120 for all classes without exception.
2. The duties, obligations, and responsibilities of the District are as follows:
- a. The District shall post signs at each entrance to the property that state the following: "TOW AWAY ZONE" with details in accordance with §715.07 Fla. Stat.

SECTION VI: COMPENSATION

1. The Parties agree that all fees to be paid by the vehicle's owner or operator for the Unauthorized Parking shall be in accordance with the requirements of those ordinances and statutes set forth in Section V.

2. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee upon board approval.

SECTION VII: CONTRACTUAL RELATIONSHIP

1. Nothing herein shall be construed as creating the relationship of employer or employee between the District/District Manager and the Contractor or between the District/District Manager and the Contractor's employees.

2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the Agreement.

3. The Contractor is an independent contractor, and nothing contained herein shall constitute or designate the Contractor or any of their employees as employees of the District or the District Manager.

4. Nothing herein shall be construed as to creating an agency relationship between the

District and Contractor or the District Manager and Contractor.

SECTION VIII: TERM

This Agreement shall commence upon execution by both Parties hereto and shall be in effect for a term of one year and may be reviewed and renewed yearly unless terminated by either party with sixty (60) days notice.

SECTION IX: INSURANCE

The Contractor shall maintain throughout the term of this Agreement the following insurance:

- i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - a. Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation; and
 - b. The District shall be named as additional insured.

SECTION X: INDEMNIFICATION

1. The Contractor agrees to indemnify and hold harmless the District and its Manager, officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

2. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

SECTION XI: AUTHORIZATION

The execution of this Agreement has been authorized duly by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION XII: ASSIGNMENT OF CONTRACT

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by the Contractor without the written permission of the District.
2. If the District approves the use of any subcontractor, the subcontractor must include a Certificate of Insurance naming the Harmony Community Development District as an insured.
3. Any attempted assignment or delegation by Contractor shall be, void and ineffective, for all purposes, unless made in the conformity with this section.

SECTION XIII: WAIVER

No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

SECTION XIV: TERMINATION

The performance of services may be terminated in whole or in part by either Party in accordance with this provision and may be revised by the Board.

SECTION XV: MODIFICATIONS AND RECORDINGS

This Agreement can be modified or rescinded only by a writing signed by both Parties to the Agreement or their duly authorized agents.

SECTION XVI: E-VERIFY

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the agreement for the services specified in this Agreement. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) and an affidavit that Contractor and its subcontractors do not employ unauthorized aliens to the District Manager within five (5) business days of execution of this Agreement.

SECTION XVII: ADVERTISING

1. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the District or the name of "Harmony" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.
2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of the Contractor's services.
3. This advertising prohibition shall extend to any use of "Harmony," or the District, in any other manner whatsoever, whether specifically mentioned above or not.

SECTION XVIII: WAIVER

Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION XIX: ENFORCEMENT OF AGREEMENT

In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION XX: COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION XXI: MISCELLANEOUS PROVISIONS

1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid or alter substantially the benefits of the Agreement for either of the parties.

2. The rights and remedies of the District provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

3. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

4. Written notices, required to be given under this Agreement, shall be deemed given when received by the District through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Harmony Community Development District
ATTN: District Manager
313 Campus Street
Celebration, Florida 34747

Young Qualls, P.A.
ATTN: Timothy R. Qualls
216 South Monroe Street
Tallahassee, Florida 32301

St. Cloud Towing & Collision, Inc.
ATTN: Richard Mendez
605 East 13th Street
Saint Cloud, FL 34769

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.

**ST. CLOUD TOWING & COLLISION,
INC.**

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

Printed Name: Richard Mendez

Printed Name: Teresa Kramer

Title: President

Title: Chairwoman

Date: 01/04/2022

Date: 12/29/2021

EXHIBIT A

RESOLUTION 2022-01

A RESOLUTION IMPLEMENTING REGULATIONS FOR PARKING AT DISTRICT FACILITIES; PROHIBITING CERTAIN PARKING; PROVIDING FOR REMEDIES; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARMONY COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

WHEREAS, Harmony Community Development District (the “District”) owns and maintains certain District Facilities, including Recreational Facilities (“District Facilities”), within the boundaries of the Community Development District; and

WHEREAS, the Board of Supervisors of the District (the “Board”) has the right to implement reasonable rules and/or regulations regarding the operation of District Facilities or other prohibited areas located within the district; and

WHEREAS, the Board finds that the unauthorized parking of vehicles at District Facilities takes away the parking opportunities of those utilizing the facilities, impedes the effective operation of District maintenance of infrastructure, and presents a safety hazard; and

WHEREAS, the Board has the power to regulate parking and may exercise any of the special powers granted by Fla. Stat. § 190.012 relating to public improvements and community facilities as well as implementing security measures under Fla. Stat. § 190.012(2)(d). Section (2)(d) does not prohibit the District from contracting with a towing company to remove vehicles from the property if the District follows authorization and notice and procedural requirements in Fla. Stat. § 715.07; and

WHEREAS, the Board desires to implement regulations setting forth appropriate expectations concerning designated parking in an around District Facilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Harmony Community Development District as follows:

1. **Unauthorized Parking at District Facilities.** The unauthorized Parking of vehicles in parking areas designated for specific District Facilities is prohibited.

2. For purposes of the foregoing, the following shall apply:
 - a. The use of District Facilities Parking shall be prohibited by anyone not actively using the associated District Facility.
 - b. Designated areas shall be marked by appropriate signage.
 - c. The following definitions shall apply to this Resolution:
 - i. “Vehicle” means any mobile item which normally uses wheels, whether motorized or not. §715.07(1)(a).
 - ii. “Parking” means the standing of a vehicle, whether occupied or not occupied, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.
 - iii. “Unauthorized Parking” shall be defined as parking of any vehicle within an area designated for District Facility use while the owner/operator is not actively using the District Facility.
 - iv. “Unauthorized Vehicle” shall be defined as a vehicle that is parked in a parking area designated for use by active users of a specific District Facility while the vehicle owner/operator is not actively using the specified District Facility.
3. **Notice:** The District may remove any unauthorized vehicle parked on District property without the vehicle owner’s permission. The District may contract with any person regularly engaged in the business of towing vehicles, without liability for costs of removal, transportation, or damages caused by the removal so long as notice is provided per Fla. Stat. § 715.07. Notice is not required in the following exceptions:
 - a. When the unauthorized vehicle is parked in a manner that restricts the normal operation of business
 - b. If a vehicle is parked on public right-of-way that obstructs access to a private driveway of the owner.
4. **Remedies.** The District shall have the right to cause repeat offenders of vehicles to be towed for repeat violations. A “repeat offender” and “repeat violation” shall be established after the District or its Designee has caused a warning notice to be posted on the car one time. A written statement by the District’s agent that such a notice has been delivered shall be sufficient to establish that the notice has been placed. The right to receive a notice hereunder is a courtesy only. For this purpose, the District shall be authorized to enter into a contract with one or more towing companies in order to provide for offending vehicles to be towed. All expenses associated with such towing and the storage of vehicles shall be the responsibility of the owner of such vehicle.

5. **Rules** The Board shall have the right to enact and implement rules which further discourage unauthorized parking at District Facilities or which identify any specific District parking areas per Fla. Stat. § 715.07(9)(b).
6. **Effective Date.** This Resolution shall become effective upon its adoption.

ADOPTED this 28th day of October, 2021

HARMONY COMMUNITY DEVELOPMENT DISTRICT

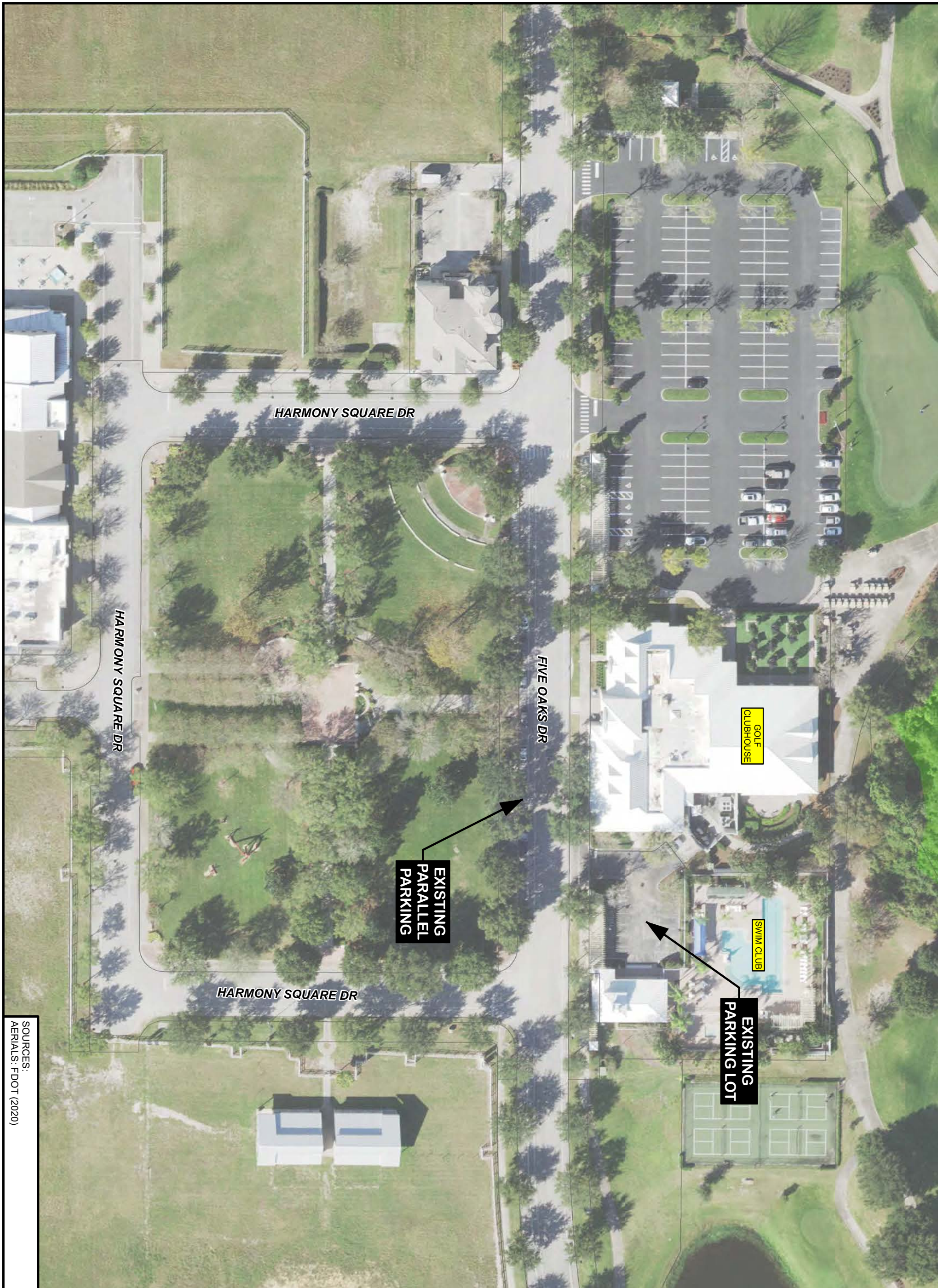
Attest:

Teresa Kramer, Chairwoman
Harmony CDD Board of Supervisors

District Manager

EXHIBIT B

Document Path: L:\Projects_Drainage\Private Sector\MSC-22055 Harmony District Engineer (Harmony CDD)\04 - Figures and Exhibits\Harmony Community Development District Towing Agreement (1).mxd



SOURCES:
AERIALS: FDOT (2020)

<p>JOB NO.: MSC-22055 DATE: 11/11/2021</p> <p>FIGURE 1</p>	<p>Pegasus ENGINEERING</p> <p>301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FL 32708 TEL: 407-992-9160 • FAX: 407-358-5155 WEB: WWW.PEGASUSENGINEERING.NET</p>	<p>ENVIRONMENTALLY INTELLIGENT LIVING HARMONY ESTABLISHED 2004</p>	<p>HARMONY COMMUNITY DEVELOPMENT DISTRICT TOWING AGREEMENT</p> <p>HARMONY COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA</p>	<p>SCALE: 1" = 70'</p> <p>0 70</p>
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SOURCES:
AERIALS: FDOT (2020)

Pegasus
ENGINEERING

301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
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HARMONY COMMUNITY DEVELOPMENT DISTRICT TOWING AGREEMENT

HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA

SCALE: 1" = 70'

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