SUFFOLK COUNTY COMMUNITY COLLEGE

Agreement

TO: Edward J. Benoit, Jr.
    President
    Eddie's 24 Hour Towing Service, Inc.

FROM: James D. Amoroso
       Vice President Business and Financial Affairs

DATE: February 17, 2011 to February 16, 2012 with three (3) one year options to renew
       and the sole and absolute discretion of the College

RE: Vehicle Towing Services

AMOUNT: See Attachment A

The amounts specified in Attachment A constitute the full obligation of the College for Vehicle
Towing Services on the Brentwood, Selden and Riverhead campuses. Towing services shall be
available 24 hours, 7 days a week, including holidays. Required response time is six (6) hours or
less.

It is understood that you are prohibited from assigning, transferring, conveying, subletting, or
otherwise disposing of this contract, or your right, title, or interest herein, or your power to
execute this contract, to any other person or corporation.

You warrant that you are not in arrears to the College or the County of Suffolk upon debt or
contract and are not a defaulter as surety, contractor or otherwise on any obligation to the
College or the County of Suffolk.

It is expressly agreed that your status hereunder is that of an independent contractor. Neither you
nor any person hired by you shall be considered an employee of the College or the County of
Suffolk for any purpose.

Any communications, notice, claim for payment, report or other submission necessary or
otherwise required to be made by you to the College, shall be deemed to have been duly made
upon receipt by the College at the Business and Financial Affairs Office.

If any term or provision of this contract is held invalid or unenforceable, the remainder of the
agreement shall not be affected and shall remain in full force and effect.

It is understood that this instrument represents the entire agreement; that all previous
understandings are merged herein; and that no modifications shall be valid unless so amended by
written agreement.
You represent and warrant that you have not offered or given any gratuity to any official, employee or agent of Suffolk County or of New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that you have read and are familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

You represent and warrant that, unless exempt, you have filed with the Comptroller of Suffolk County the verified public disclosure statement required by Local Law No. 14 of 1976, as amended (Sec. A5-7 of the Suffolk County Code) and agree to file an updated statement with the said Comptroller on or before the 31st day of January in each year of the Agreement’s duration. You acknowledge that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

If the above terms and conditions are acceptable, please sign where indicated and return three copies to the above address as soon as possible.

Approved:  

James D. Amoroso  
Vice President for Business and Financial Affairs

Date 12/21

EDDIE’S 24 HOUR TOWING SERVICES, INC.

Edward J. Renoit, Jr.  
President

Date 12/2/11

FID#

NOTE: If you are a retiree of New York State or New York City, please contact the Personnel Office at the College before signing this contract.

JoAnn Miller  
Notary Public, State of New York  
No. 01149495976  
Qualified in Suffolk County  
Commission Expires July 21, 2015
**ATTACHMENT A**

Suffolk County Community College  
Towing of Vehicles, Trucks & Heavy Equipment - Contract Award  
Eddie's 24 Hr Towing

<table>
<thead>
<tr>
<th>Item 1 - Autos:</th>
<th>BRENTWOOD Location Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Hook-up or initial charge</td>
<td>$65</td>
</tr>
<tr>
<td>B. Rate per mile</td>
<td>$6</td>
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</table>

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<thead>
<tr>
<th>Item 2 - Light Trucks (up to 18,000 gvw):</th>
<th>SELDEN Location Only</th>
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</thead>
<tbody>
<tr>
<td>A. Hook-up or initial charge</td>
<td>$95 ($25/axle or driveshaft)</td>
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<tr>
<td>B. Rate per mile</td>
<td>$7</td>
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<table>
<thead>
<tr>
<th>Item 5 - Road call to jump-start vehicle</th>
<th>BRENTWOOD Location Only</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$65</td>
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