

AGREEMENT

THIS AGREEMENT is made this 30 day of June, 2023 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the "TOWN", with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Priority Towing, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with a mailing address of 7153 Southern Blvd., Suite A, West Palm Beach, Florida 33413.

RECITALS

WHEREAS, the TOWN is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the TOWN is in need of a contractor to provide and towing and storage services throughout the Town;

WHEREAS, CONTRACTOR submitted a quote that is equal to or lower than neighboring contracts;

WHEREAS, the CONTRACTOR warrants that it is experienced and capable of providing the services hereunder in a professional and competent manner; and

WHEREAS, the TOWN finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the TOWN hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The scope of work is to provide towing and storage services throughout the TOWN, as described in Exhibit "A", Scope of Work, attached hereto and incorporated herein. This Agreement is issued in accordance with section 166.043, Florida Statutes, as amended for towing vehicles and vessels.

1.2 The CONTRACTOR represents to the TOWN that the work performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

1.4 The CONTRACTOR shall maintain during the term of this Agreement, a valid operating permit for towing from Palm Beach County and any other license(s) as required by local, state, and federal law for the provision of towing services.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in the rate schedule as set forth in Exhibit "B". Administrative fee or charge on the price list offered to the TOWN shall not exceed 25 percent (25%) of the adopted Palm Beach County maximum towing rate, as amended from time to time.

3.2 Should the TOWN require additional services, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the TOWN's procurement code prior to any such additional services being provided by the CONTRACTOR.

3.3 The initial term of the Agreement shall become effective upon approval by Town Council and be for an initial term of three (3) years, unless terminated earlier, as provided below. The parties may extend the term for two (2) additional one (1) year periods by amendment to this Agreement. The Town Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

4. MAXIMUM COSTS

4.1 During the Term of this Agreement, the CONTRACTOR shall ensure that the administrative

fee or charge on the price list offered to the TOWN shall not exceed 25 percent (25%) of the adopted Palm Beach County maximum towing rate, as amended from time to time..

5. INVOICE AND PAYMENT

5.1 The CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of a proper invoice. All invoices will be paid in accordance with the Local Government Prompt Payment Act.

5.2 Pursuant to the rate schedule set forth in Exhibit "B", the CONTRACTOR shall collect, as directed by the TOWN, all fines and costs due to the TOWN prior to releasing any vehicles, provided that the CONTRACTOR may legally hold vehicles for such collection. The CONTRACTOR shall make payments to the TOWN, on a monthly basis, all money collected on behalf of the TOWN and shall provide an accounting of such monies in a manner as determined by the TOWN, sufficient to conduct an audit thereof.

6. COPIES OF DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the TOWN. Data collected, stored, and/or provided shall be in a form acceptable to the TOWN and agreed upon by the TOWN.

7. OWNERSHIP AND AUDIT

7.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the TOWN.

7.2 The CONTRACTOR shall permit the TOWN, or any authorized representatives of the TOWN, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under the Agreement.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another CONTRACTOR to provide for such work; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon notice from the TOWN Manager. At such time, the CONTRACTOR would be compensated only for the goods and services provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the TOWN must pay for all material ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. INSURANCE

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. Commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. Comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

D. Garage Keepers Legal Liability Insurance in the minimum amount of \$250,000.

All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured".

9.2 The insurance provided by the CONTRACTOR shall apply on a primary basis and include a waiver of subrogation. Any insurance, or self-insurance, maintained by the TOWN Council shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due the CONTRACTOR from the TOWN.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its elected officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third

party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- 11.3 Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, nor as a consent by TOWN to be sued by third parties. The provisions and limitations set forth in Section 768.28, Florida Statutes, shall apply to the TOWN's liability under this Agreement to claims or actions arising in tort and/or in contract.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein and, the CONTRACTOR's quote. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the quote. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

13.2 In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight

courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Town Manager
TOWN of Loxahatchee Groves

155 F road
Loxahatchee Groves, Florida 33470

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Mr. Aaron Cocuzzo, President
Priority Towing, Inc.
7153 Southern Blvd., Suite A

West Palm Beach, FL 33413

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the TOWN shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the TOWN in its sole discretion, the time of completion shall be extended for any reasonable time that the TOWN, in its sole discretion, may decide; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the TOWN or its employees, or by any other CONTRACTOR employed by the TOWN, or by changes ordered by the TOWN, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay authorized by the TOWN pending negotiation or by any cause which the TOWN, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the TOWN, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the TOWN. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

23. PUBLIC ENTITY CRIMES

23.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract

with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

24. PREPARATION AND MODIFICATION

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

24.2 Any modifications to this Agreement, the Scope of Work, or the Rate Schedule must be made in writing signed by both parties. Additional services provided by the CONTRACTOR without prior written approval by the TOWN shall be done at the CONTRACTOR's sole risk and without payment from the TOWN.

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

27. PUBLIC RECORDS

27.1 CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under Section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418,

lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the CONTRACTOR agrees to hold the TOWN harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this Agreement meet all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The TOWN is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption if requested by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the TOWN or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The TOWN may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The TOWN will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

33. FISCAL NON-FUNDING

33.1 In the event sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN. The CONTRACTOR will be paid for all services rendered through the date of termination.

35. SCRUTINIZED COMPANIES

35.1 As provided in F.S. 287.135, by entering into any agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the TOWN's Agreement may be terminated and a civil penalty equal to the greater of \$2 million and twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

36. E-VERIFY

36.1 Pursuant to Section 448.095(2), Florida Statutes, CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(2)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

ATTEST: **TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Lakisha Burch, Town Clerk

By: _____
Laura Danowski, Mayor

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONTRACTOR: PRIORITY TOWING, INC., a corporation authorized to do business in the State of Florida

[Corporate Seal]

By: Aaron Cocuzzo
Print Name: Aaron Cocuzzo
Title: President

5. Minimum winching capacity 8,000 lbs.
6. Minimum cable size and length 3/8" x 50'
7. Minimum tie down chains (4 each) 5/16" grade 80
8. Tie down straps (optional) (4 each) 2,000 lbs. ea. wheel
9. Minimum cab to axle dimension 120"
10. Required State DOT Registration

Class C - Tow truck

1. Minimum gross weight 33,000 lbs.
2. Minimum boom capacity 50,000 lbs.
3. Minimum winching capacity 50,000 lbs.
4. Minimum cable size and length 5/8" x 150'
5. Minimum wheel lift retracted rating 40,000 lbs.
6. Minimum wheel lift extended rating 12,000 lbs.
7. Minimum tow bar 10,000 lbs.
8. Minimum safety chains (2 each) 1/2" grade 80
9. Minimum cab to axle dimension 156"
10. Required State DOT Registration
11. Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes.

Class D - Tow Truck

1. Minimum gross weight 58,000 lbs.
2. Minimum boom capacity 100,000 lbs.
3. Minimum winching capacity 100,000 lbs.
4. Minimum cable size and length 3/4" x 250'
5. Minimum wheel lift retracted rating 40,000 lbs.
6. Minimum wheel lift extended rating 15,000 lbs.
7. Minimum heavy duty towbar rating 10,000 lbs.
8. Minimum safety chains (2 each) 1/2" grade 80
9. Minimum cab to axle dimension 18'
10. Required State DOT Registration
11. Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes. Tandem axles required.

Other Equipment

1. Four Wheel Drive vehicle with 4,000 lb. winch capacity
2. Low-boy to transport large scale Town trucks approx. 58,000 lbs. and 48' in length – **This Vehicle may be subcontracted**

After Hour Gate Fee: Applied outside of the hours of 8 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 6 hours after a vehicle has been impounded all other times when:

1. Impounded vehicles are recovered by the owner or authorized driver/agent; or
2. The owner or authorized driver/agent wishes to recover property from an impounded vehicle.

Drop Rate Charge: When the vehicle owner or authorized driver/agent arrives at the scene prior to the vehicle being removed or towed from the property, the vehicle shall be disconnected from the tow truck and the vehicle owner or authorized driver/agent shall be allowed to remove the vehicle without interference upon payment of the drop rate charge.

Extra Time at Scene: First one-half hour to be included in the initial cost per call. Charges are in fifteen (15) minute intervals. All extra time/labor shall be documented by the CONTRACTOR and shall include the name of the officer and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible photographs of the scene.

Vehicle: Any mobile item which normally uses wheels, whether motorized or not. Throughout this Agreement, reference to Vehicle shall also refer to vessel. Vessel means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water.

REQUIRED EQUIPMENT

The CONTRACTOR shall provide the minimum number of wreckers required to service the Town account based on estimated number and type of tows annually. The vehicles may be owned or leased or available through a subcontract if identified in the vehicle definition section. If additional wreckers in any or all classes are required to handle the volume of tows requested under this Agreement, the CONTRACTOR shall provide them at no cost to the Town. The CONTRACTOR must maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The Town will be given preference on any call for service.

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization this 30 day of June, 2023 by Aaron Cocuzzo, as President, of Priority Towing, Inc., a corporation authorized to do business in the State of Florida, and ___ who is personally known to me or X who has produced Drivers License as identification.

Notary Public



Print Name: Nicolette Affatati

My commission expires: 10/27/2024

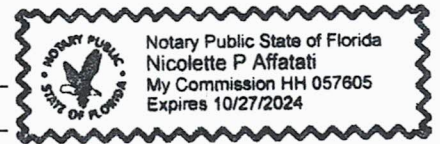


Exhibit "A"
Scope of Work

CONTRACTOR shall provide **Vehicle Towing and Storage Services** for all Town-wide needs. CONTRACTOR must be properly licensed to conduct towing services within Palm Beach County. CONTRACTOR is required to provide twenty-four (24) hour towing services, 365 days per year to the TOWN.

DEFINITIONS

CONTRACTOR's towing vehicles must meet or exceed the following requirements and be commercially manufactured and meet all federal transportation and tow truck requirements.

Class A - Tow Truck

1. Minimum gross weight 14,500 lbs.
2. Minimum boom capacity 16,000 lbs.
3. Minimum winching capacity 8,000 lbs.
4. Minimum cable size and length 3/8" x 100'
5. Minimum wheel lift retracted rating 5,000 lbs.
6. Minimum wheel lift extended rating 4,000 lbs.
7. Minimum tow sling safe lift 3,500 lbs.
8. Minimum safety chains (2 each) 5/16" grade 70
9. Minimum cab to axle dimension 60"

Class A - Car Carrier

1. Minimum gross weight 15,000 lbs.
2. Minimum deck capacity 10,000 lbs.
3. Minimum length 19'
4. Minimum winching capacity 8,000 lbs.
5. Minimum cable size and length 3/8" x 50'
6. Minimum tie down chains (4 each) 5/16" grade 80
7. Tie down straps (optional) (4 each) 2,000 lbs. ea. wheel
8. Minimum cab to axle dimension 120"

Class B - Tow truck

1. Minimum gross weight 19,000 lbs.
2. Minimum boom capacity 24,000 lbs.
3. Minimum winching capacity dual 12,000 lbs.
4. Minimum cable size and length 7/16" x 150'
5. Minimum wheel lift retracted rating 10,500 lbs.
6. Minimum wheel lift extended rating 6,500 lbs.
7. Minimum tow sling safe lift 3,500 lbs.
8. Minimum safety chains (2 each) 3/8" grade 80
9. Minimum cab to axle dimension 96"
10. Required State DOT Registration

Class B - Car Carrier

1. Minimum gross weight 22,500 lbs.
2. Minimum deck capacity 10,000 lbs.
3. Minimum wheel lift capacity for 2nd vehicle 4,000 lbs.
4. Minimum length 19'

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service equipment shall be used by the CONTRACTOR as an emergency vehicle. The CONTRACTOR shall have all required equipment available within thirty (30) minutes of notification. All towing equipment shall have a current Palm Beach County Towing Operator Permit and a valid Inspection Approval Decal on the equipment. The Palm Beach County Vehicle Inspection Form is not required for the four-wheel drive and low-boy. Equipment listed in this Agreement shall be outfitted at all times with equipment designated on Palm Beach County Vehicle Inspection Form.

REQUIRED FACILITIES

The CONTRACTOR will maintain a storage facility/compound, garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations on a 24 hour, 7 day a week basis. The facilities must be of a sufficient size and capability to accommodate all wrecked, abandoned and otherwise towed vehicles during the term of this Agreement until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The terms storage facility and compound are interchangeable in meaning.

The CONTRACTOR must maintain a Principal Compound of not less than 50 vehicle capacity (meeting all required specifications outlined herein) within fifteen (15) miles of the Town limits. The Principal Compound shall be open and manned for vehicle receipt or release Monday through Friday, 8:00 a.m. to 6:00 p.m. Any other times would be by appointment in which the After Hour Gate fee would apply. Access to the area where vehicles are being held as "evidence" shall be limited to authorized personnel only.

The CONTRACTOR shall have available space for properly accommodating and protecting all motor vehicles entrusted to its care. All property used for storage of vehicles shall be completely enclosed by a 6 foot high fence topped with barbed wire or a painted 6-foot high louvered concrete wall topped with barbed wire. The fence or wall must be of adequate size to discourage theft of any vehicle or any property being stored inside.

Subsidiary Compounds:

All Subsidiary Compounds must be located within Palm Beach County under the following conditions:

1. After vehicle is moved from the Principal Compound, the CONTRACTOR, at the request of the vehicle's owner or PBSO, shall promptly return the vehicle to the Principal Compound for release to the owner or inspection by PBSO at the CONTRACTOR's sole cost and expense. In the case of an owner's request, the CONTRACTOR has the option of transporting the owner to the location of the vehicle at the CONTRACTOR's sole cost and expense.
2. No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to or from a subsidiary compound. The uses of subsidiary compounds are for the convenience of the CONTRACTOR.
3. Any changes to compound location must have prior written approval by authorized Town staff.

Storage location site shall meet or exceed Palm Beach County Towing Ordinance requirements and all applicable City/County zoning requirements.

COMMUNICATION STANDARD

The CONTRACTOR shall have a twenty-four (24) hour telephone number answered by an individual employed by the CONTRACTOR (no phone service or other similar subcontracted services) who has the ability to dispatch a tow truck and towing services. The CONTRACTOR's call taker/dispatcher shall have radio or cell phone access to their service trucks.

TOWING RATES AND STORAGE RATES

Rates that may be charged by the CONTRACTOR for Towing and or Storage shall be in accordance with the Palm Beach County Towing Ordinance. The CONTRACTOR is responsible for ensuring that the charge rates are up to date during the term of this Agreement.

TOWING SERVICES

The CONTRACTOR is responsible for providing towing services during the contract term 365 days per year. The entire Town is a single zone for the purpose of providing towing services.

PBSO Directed

The CONTRACTOR shall tow vehicles incapacitated as a result of an accident and the owner cannot or will not secure the services of his/her own towing service. The CONTRACTOR shall tow other vehicles upon request by PBSO.

The CONTRACTOR will be given first call for all wrecker services requested by the TOWN unless a

motorist makes a specific request for another wrecker. The TOWN reserves the right to request another wrecker service in an emergency situation. The CONTRACTOR shall charge for the tow and/or storage of any vehicle directly to the owner or operator thereof, and not to the TOWN. The charges will be in accordance with the proposed rate schedule. Vehicles towed and/or stored under the provisions of this Agreement shall only be taken to the approved storage location or to a location approved by the owner for a non "Hold" vehicle.

Town Directed

The CONTRACTOR shall tow upon request of the TOWN's Representative or their designee any TOWN owned vehicle in need of a tow. This service includes but is not limited to towing vehicles to the nearest authorized repair center in Florida, auction sites, TOWN facilities, or from an accident scene. The TOWN will make all efforts to only request a tow for vehicles that are not road safe or cannot be driven on the roadway.

The CONTRACTOR is not required to provide towing or retrieval of vehicles/vessels sunken in canals at no charge. The TOWN may request a quotation should this situation arise.

Towing – Code Enforcement

The CONTRACTOR shall furnish towing service for the removal of junk or abandoned vehicles on private and public property within the TOWN limits whenever such services are dispatched or required by the TOWN between the hours of 8:00am to 5:00pm.

STORAGE SERVICES

PBSO Directed

The CONTRACTOR shall provide inside and outside storage facilities and charges for the storage and processing of the impound in accordance with proposed rates.

TOWN Directed

Storage of TOWN Vehicles shall be at the proposed TOWN Storage rate.

RESPONSE TIME

The CONTRACTOR shall respond within thirty (30) minutes with appropriate towing equipment to handle a towing call requested by any authorized representative of the TOWN. In the event that the call for a wrecker is for a non-emergency towing service of a TOWN vehicle, then the response time shall be sixty (60) minutes or when advance notice is provided, the CONTRACTOR shall perform the tow on the scheduled date and time. The CONTRACTOR shall be ready with appropriate towing equipment to handle the call.

When the driver is present at the scene, the CONTRACTOR's representative shall provide to the driver of the vehicle being towed a contact card with their company information, driver name, and location where the vehicle is being towed to.

The CONTRACTOR assumes all liability in meeting the required response time including, but not limited to, all damages resulting from traffic accidents and motor vehicle infraction fines. The TOWN may conduct periodic reviews of response time to verify that the CONTRACTOR is in compliance.

The following late fees shall apply to the CONTRACTOR, for failure to respond within the required time frame during the term of this Agreement:

- a. First Offense Verbal warning
- b. Second Offense A certified letter of warning by e-mail or regular mail
- c. Third Offense \$100.00 late fee for each infraction or suspension, at the TOWN's option
- d. Fourth Offense \$500.00 late fee for each infraction or suspension, at the TOWN's option
- e. Any further Offense \$1,000.00 late fee for each infraction or suspension, at the TOWN's option

If the CONTRACTOR can show extenuating circumstances beyond their control, the CONTRACTOR may appeal a fine or suspension and submit to the TOWN a written document clearly detailing extenuating circumstances beyond their control — i.e. Hurricane Debris, weather conditions, rail road crossing closed.

Written appeal shall be submitted to the attention of the Town Manager, within five (5) days of offense

letter from the TOWN in order to be considered. The Town Manager shall consider all appeals and the Town Manager's decision shall be final.

SERVICE CALL CANCELLATION

The TOWN reserves the right to cancel a request for services of the CONTRACTOR at any time, including up to the time of hook-up of the vehicle. The CONTRACTOR shall agree that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.

SITE CLEAN-UP

The CONTRACTOR when towing vehicle(s) from the scene of an accident will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the accident. The cost of such normal accident cleanup shall be included in the basic towing rate and no separate charge made to the TOWN or vehicle owner. Normal accident clean up includes items such as oil dry, or other necessary chemicals to clean the site. If clean-up results in excess of thirty (30) minutes

the CONTRACTOR may bill the owner(s) of the vehicle(s) at the Palm Beach County rates.

In the event the accident creates a major oil or fuel spill, or other unusual circumstance that requires additional CONTRACTOR staff or equipment, the cost of such staff or equipment shall be charged to the vehicle owner. Such unusual circumstance would include the spillage of what the vehicle was hauling. The owner of the vehicle may be charged for clean-up of hazardous wastes, chemicals, construction debris and spilled loads.

ADMINISTRATIVE CHARGES

All disputes concerning the CONTRACTOR's ability to meet the specified requirements of this Agreement will be referred to the Town Manager to determine the merits of the dispute. The TOWN and CONTRACTOR acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the TOWN due any failures in performance of this Agreement. Accordingly, the CONTRACTOR agrees to the established terms and amounts of the administrative charges set forth herein, and the CONTRACTOR agrees that the administrative charges are reasonable under the circumstances. The CONTRACTOR has consulted with its legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the CONTRACTOR's breach of this Agreement.

Procedure for Assessing Administrative Charges

The Town's Contract Manager Representative shall conduct a preliminary evaluation of the relevant facts before the Contract Manager Representative decides whether administrative charges should be assessed against the CONTRACTOR. At a minimum, the Contract Manager Representative shall provide written notice to the CONTRACTOR, and offer to discuss the relevant facts with the CONTRACTOR within five (5) Operating Days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the Contract Manager Representative shall determine whether administrative charges should be assessed. However, the TOWN shall not assess and the CONTRACTOR shall not be required to pay administrative charges in those cases where the delay or failure in the CONTRACTOR's performance was (a) excused in advance by the Contract Manager Representative or (b) due to unforeseeable causes that were beyond the CONTRACTOR's reasonable control, and without any fault or negligence of the CONTRACTOR. Prior to assessing administrative charges, the Contract Manager Representative shall provide written notice to the CONTRACTOR, indicating the TOWN's intent to assess administrative charges and the basis for the TOWN's position.

After receiving the Contract Manager Representative's letter, the CONTRACTOR shall have ten (10) Operating Days to file a written letter of protest with the Contract Manager Representative. If a protest is timely filed, the matter shall be referred to the Town Manager for resolution. The Town Manager shall review the issues in a timely manner and then provide a written decision to the CONTRACTOR. The Town Manager's decision shall be final and non-appealable.

If a protest or petition is not timely filed by the CONTRACTOR, or if the Town Manager concludes that administrative charges should be assessed, the CONTRACTOR shall deliver its payment of administrative charges to the Contract Manager Representative within twenty (20) days of receiving the written decision of the Contract Manager Representative or Town Manager, as applicable. If the CONTRACTOR fails to pay an administrative charge when due, the TOWN may pursue collection efforts.

PERSONNEL

The CONTRACTOR shall dispatch qualified and trained employees of the CONTRACTOR for all tow requests assigned to the CONTRACTOR. The CONTRACTOR agrees to have in its personnel file, a Department of Motor Vehicles (D.M.V.) report on each driver that it updates annually. The CONTRACTOR agrees to ensure that all drivers possess a valid driver's license for the vehicle in which they are

operating. All drivers used on TOWN calls shall be uniformed, clean, courteous, sober and competent in operating skills and communicate in English with the TOWN contact person.

The CONTRACTOR agrees to be responsible for such drivers. All such employees, dealing with the public under this Agreement, shall be identified by name through the use of a tow badge, name tag or embroidered name on his or her uniform.

The CONTRACTOR agrees to conduct operations under this Agreement in a courteous, orderly, ethical and businesslike manner. As this Agreement is very sensitive in nature and requires the CONTRACTOR and his or her personnel to deal with the public on a daily basis, the CONTRACTOR is required to extend common courtesies such as:

- a) Expedite release of the vehicle in accordance with the terms of this Agreement.
- b) Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
- c) Allow the owner to remove the auto tag and any unattached personal possessions.
- d) Explain fully and politely the reason for the tow and all charges levied.
- e) If a dispute occurs, attempt to resolve the dispute promptly and politely. If it cannot be resolved to satisfactorily, the dispute shall be reported to the TOWN no later than the next business day.
- f) Customers shall be referred to Palm Beach County Consumer Affairs to file complaints regarding towing disputes.

BENEFIT FROM REPAIR

The CONTRACTOR shall not solicit to provide automotive/vehicle or truck repair, paint and body, salvage, junkyard, or re-cycling business directly, or indirectly for any vehicle towed pursuant to this Agreement. If during the term of this Agreement, including any option terms, the CONTRACTOR acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, the CONTRACTOR shall immediately notify the TOWN in writing. Failure to do so could result in termination for cause.

At the scene of the vehicle tow, the CONTRACTOR or any Agent thereof, shall not ask/solicit to provide or make referrals for vehicle repair, paint and body, salvage, junkyard or recycling business directly or indirectly for any vehicle towed pursuant to this Agreement.

In accordance with Chapter 119 and Section 316.066, Florida Statutes, the CONTRACTOR shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to firms such as body, repair and paint shops unless so authorized in writing by the vehicle owner. The CONTRACTOR shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to attorneys, media, or firms such as body, repair and paint shops unless so authorized in writing by the vehicle owner. **The CONTRACTOR shall further comply with the requirements of Section 316.066(2), Florida Statutes.**

LIABILITY/PROTECTION OF VEHICLES AND PROPERTY

The CONTRACTOR's liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The CONTRACTOR will have their employee, representative, or agent complete a Vehicle Storage receipt (Tow Slip) for each towed vehicle unless PBSO has furnished one to the CONTRACTOR. One copy shall be maintained by the CONTRACTOR as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle.

The Vehicle Storage Receipt shall contain the following information:

- a) Make of vehicle and type.
- b) License number and VIN number.
- c) A list of all personal property contained in the vehicle to be towed.
- d) General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.
- e) Any extra waiting time or Hazardous Waste charges authorized by officer at the scene.

The CONTRACTOR shall be solely liable and responsible to the owner or legal entity entitled to lawful possession for all personal property in any vehicle towed under the authority of this Agreement. In the event of a complaint of missing items from the vehicle, the CONTRACTOR will cooperate with PBSO in an investigation pertaining to the missing items, which will include making the tow driver or lot personnel available to PBSO.

The CONTRACTOR shall be responsible for the safekeeping of and shall be accountable to the owner of the vehicle for all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the CONTRACTOR. Personal property contained in vehicle(s) which are removed and

stored by the CONTRACTOR shall NOT be disposed of by the CONTRACTOR to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

The CONTRACTOR agrees to replace any such articles(s) upon verification of the loss by the designated investigative agency representing the TOWN.

RELEASES

The CONTRACTOR shall directly release any vehicle towed as a result PBSO or TOWN directed from a Parking Facility providing the proper proof of identification and ownership is presented as well as valid current insurance if a vehicle is driven off of the storage facility. The CONTRACTOR shall release any vehicle towed in at the request of PBSO only to the person whose name appears on the title or registration certificate or to the authorized agent of such person. In the event the CONTRACTOR is holding personal property removed from the stored vehicle, upon its release, the owner or person entitled to possession will sign the CONTRACTOR's copy of the inventory receipt. The process will be governed by Section 323.001, Florida Statutes, and the TOWN will fax and or email such notice to the CONTRACTOR.

OWNER NOTIFICATION

The CONTRACTOR agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Section 713, Florida Statutes. The CONTRACTOR agrees to maintain a log at the place of business listing date, time, and method of notification.

All inventory records of personal property in the vehicles which have been towed shall be made in duplicate, and signed by the CONTRACTOR or its agent. One copy shall be maintained by the CONTRACTOR as a permanent record and one copy of the inventory shall be available to the owner/operator.

The CONTRACTOR, immediately upon impounding or removing any vehicle, shall prepare, without charge, a written report of the description of the vehicle, which report shall include:

- a) Make & Model of the vehicle
- b) License Number
- c) Vehicle Identification Number
- d) Name, Address & Phone Number of Towing Service
- e) Towing Rates
- f) Storage Rates
- g) Facility to Which Vehicle Was Towed

REPORTS

The CONTRACTOR shall submit to the TOWN's Representative, by the 10th of each month, the previous calendar month report. **ALL REPORTS MUST BE COMPLETED ON A CALENDAR MONTH BASIS.** The form of the reports shall be determined by the CONTRACTOR, but are subject to the approval of the TOWN.

Excessive Storage Report

The CONTRACTOR shall prepare a report detailing each vehicle that received services pursuant to the resulting contract which was not claimed within thirty (30) days of the towing of such vehicle.

Towing Activity Report

A detailed list of each tow to include:

- a) Tow Date
- b) Tow Class
- c) Case Number
- d) Reason for Tow
- e) Tag Number
- f) VIN Number
- g) Mileage
- h) Days of Storage
- i) Total Billed
- j) Service call number assigned by TOWN.
- k) Type of tow such as accident, parking, abandoned TOWN vehicle, etc.
- l) Call dispatched by PBSO or TOWN

Vehicle Release Report

- a) A detailed list of vehicles released or disposed to include:
- b) All information contained in the Towing Activity Report.

- c) Date vehicle released or disposed of.
- d) Method of disposition such as: release to owner, release to TOWN, auction.
- e) A complete breakdown of all charges with a grand total, including sales taxes as applicable.

PICTURES

The CONTRACTOR and/or their personnel may document the scene of any incident via video or photographs, however, the images shall not be made public without the written consent from the TOWN/PBSO. Any images shall be available for review upon request by the TOWN for investigative purposes and/or prior to release. In accordance with Chapters 119 and 316, Florida Statutes the CONTRACTOR shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to attorneys, media, or firms such as body, repair and paint shops unless so authorized in writing by the vehicle owner. **The CONTRACTOR shall further comply with the requirements of Section 316.066(2), Florida Statutes.**

COST RECOVERY FEE

The TOWN provides administrative support to manage the towing service within the TOWN. The CONTRACTOR shall remit the cost recovery fee to the TOWN on a monthly basis at the beginning of each month. The amount due to the TOWN shall be paid within twenty-five (25) days of the due date.

Payment shall be submitted to:
 Town of Loxahatchee Groves
 Attn: Financial Services Department
 155 F Road
 Loxahatchee Groves, FL 33470

If the monthly remittance is delinquent, a late charge of \$50 shall be applied for the first offense and a charge of \$100 for any offense thereafter. If the remittance is more than twenty-five (25) days late, CONTRACTOR is subject to suspension or cancellation at the TOWN's sole option. The CONTRACTOR who fails to remit payment within 30 days shall be considered in default, removed from service and the TOWN will take appropriate actions to terminate this Agreement.

EXHIBIT "B"
SCHEDULE OF UNIT PRICES

This Agreement is issued in accordance to the Florida Statutes 125.0103 and 166.043, as amended for towing vehicles and vessels. *Administrative fee or charge on the price list offered to the Town shall not to exceed 25 percent (25%) of the Palm Beach County maximum listed towing rate.*

SCHEDULE A

Cost Recovery Fee	Fixed County Rate	*Estimated Annual Tows	Per Tow Paid to Town	Anticipated Revenue to the Town
Class A	\$172.00	300	\$43.00	\$12,900.00
Class B	\$255.00	5	\$63.75	\$318.75
Class C	\$381.00	1	\$95.25	\$95.25
Class D	\$546.00	1	\$136.50	\$136.50
Total	Anticipated	N/A	N/A	\$13450.50
Town Revenue				

Schedule A. Schedule A relates to the amount of money per tow that the proposer will be remitting back to the Town. Annual tows are only provided as an estimate.

SCHEDULE B

Rate Type	Fixed County Rate	UOM	Town Rate
Class A	\$167.00	Per Tow	\$75.00
Class B	\$248.00	Per Tow	\$150.00
Class C	\$370.00	Per Tow	\$200.00
Class D	\$530.00	Per Tow	\$300.00
Per Mile Fee			
Class A	\$7.50	Per Tow	\$5.00
Class B	\$8.50	Per Tow	\$7.50
Class C	\$10.00	Per Tow	\$10.00
Class D	\$12.50	Per Tow	\$10.00
Other Fees			
Lowboy Dropdeck	Same as Class D Hourly Rate		\$150.00
	2 hour minimum		
Landoll Slide Axle	Same as Class D Hourly Rate		\$150.00
	2 hour minimum		

Schedule B. Schedule B relates to the amount of money the Town will pay for Town owned vehicles.