

FIRST AMENDED AND RESTATED AGREEMENT

between

THE CITY OF COCONUT CREEK

And

EMERALD TRANSPORTATION CORPORATION

for

**FRANCHISE AGREEMENT FOR CITY WIDE WRECKER TOWING SERVICE
RFP NO. 07-11-18-09**

THIS FIRST AMENDED AND RESTATED AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2020 and effective January 1, 2021, by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Emerald Transportation Corporation, a Florida corporation with offices located at 4000 North Powerline Road, Pompano Beach, FL 33073 (the "Vendor") to provide City Wide Wrecker Towing Services pursuant to RFP No. 07-11-18-09.

WHEREAS, this Agreement amends, restates and supersedes the Original Agreement between the City and Vendor dated October 1, 2018 (the "Original Agreement"); and

WHEREAS, on September 27, 2018, the City Commission approved Ordinance No. 2018-019 , which approved the Original Agreement with the Vendor and provided for a towing franchise; and

WHEREAS, during the 2020 legislative session, the Florida Legislature adopted HB 133, signed into law by the Governor on September 18, 2020, which became effective October 1, 2020 and created Section 166.04465, Florida Statutes, which prohibits the imposition of certain fees upon towing companies and provides no mechanism for grandfathering of existing franchise programs; and

WHEREAS, Vendor and the City desire to amend the Original Agreement and RFP No. 07-11-18-09 to comply with the new state law and supersede them all by this new Amended and Restated Agreement.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree this Agreement amends, restates and supersedes the Original Agreement between the City and Vendor dated October 1, 2018, agree as follows:

A. Based on the enactment of a new state statute related to towing (2020), the following paragraphs of Section II, "Special Terms and Conditions", of the RFP are hereby declared void as follows:

1. Section 23.1, concerning Contract Extensions is repealed in its entirety:

~~23.1 The initial contract period shall be for five (5) years. The City reserves the right to extend the contract for five (5) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on~~

~~satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.~~

2. Section 24, "Franchise Fee" is repealed in its entirety:

~~24. Franchise Fee~~

~~Contractor shall submit their proposed permit fee electronically through the eBid System "Line Items" tab. The minimum towing permit fee the City will accept is \$40,000 per year. Annual Franchise Fees shall be payable by four (4) equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter. If franchise fees are ten (10) days late, a charge of fifty dollars (\$50.00) shall be applied in addition to interest at the highest rate allowed by current Florida State Statute. If franchise fees are more than twenty (20) days late, Contractor is subject to suspension or cancellation at the City's sole option.~~

3. Section 25, "Franchise Fee Adjustment" is repealed in its entirety:

~~25. Franchise Fee Adjustment~~

~~Franchise fees paid to the City shall be increased each year of the contract by a minimum of five percent (5%) from the previous year's fee. The actual increase shall be negotiated between the City and Contractor based upon volume of services provided during the previous twelve (12) month period.~~

4. Section 47.4, concerning payment of annual franchise fees is repealed in its entirety:

~~47.4 Annual Franchise Fees shall be payable by four (4) equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter.~~

B. Based on the enactment of a new state statute related to towing (2020), the following language from the Original Agreement is hereby amended and restated as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 07-11-18-09 (the "RFP"), all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein except to the extent that those sections of the RFP were repealed as referenced above.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall be responsible for recovering and or towing inoperable City owned or leased vehicles and equipment that are located within the Tri-County Area to any location within Broward County at no charge to the City. In addition, Vendor shall provide tire changes and vehicle jump-starts, at no charge to the City.

- c) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- d) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- e) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- f) Vendor shall collect the designated City Administrative Fee from the owner of each towed vehicle and shall remit said fees to the City as provided herein. The vendor shall provide a quarterly payment with a report no later than the fifteenth (15th) day of each calendar quarter (i.e. January 15; April 15; July 15; October 15) during each operating year. At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) total number of tows by each vehicle class for the quarter, (b) total paid and outstanding towing and City administrative fees by each vehicle class for the quarter, and (c) a detailed listing of all paid fees for all vehicles towed in the City for that quarter.

3) Towing Rates

The rates stated in Attachment "A", Coconut Creek's Towing Fees, establish a base tow rate, the City Administrative Fee for that rate and the total amount to be charged to each vehicle owner.

4) Franchise Fee

Vendor shall provide services in accordance with the terms, conditions and specifications contained in this Agreement and RFP No. 07-11-18-09, as amended. Pursuant to Section 166.04465 (1), Florida Statutes (adopted 2020), no annual franchise fee shall be collected.

5) City Administrative Fees

- a) City Administrative Fee – the fee to be charged to the registered owner or other legally authorized person in control of a vehicle when a vehicle is towed from public property, as authorized by Section 166.04465(2)(b), Florida Statutes, not to exceed twenty-five (25) percent of the Base Tow Rate, to cover the cost of enforcement, including parking enforcement, by the City. The City Administrative Fee is applied only to the Base Tow Rate and does not pertain to storage, labor, administrative, research, or other miscellaneous charges. The Vendor shall impose and collect the City Administrative Fee on behalf of the City and shall remit such Fee to the City only after it is collected. City Administrative Fees are set forth by Coconut Creek's Towing Fees (Attachment "A"), as may be amended by resolution of the City Commission.
- b) City Administrative Fees shall be collected by Vendor on behalf of the City together with all other towing and related fees and the collected City Administrative Fees shall be remitted to the City quarterly. Payment of collected City Administrative Fees shall be due on the fifteenth (15th) of the month following each contract quarter. If City Administrative Fees are ten (10) days late, a charge of fifty dollars (\$50.00) shall be applied in addition to interest at the highest rate allowed by current state law. If City Administrative Fees are more than twenty (20) days late, Vendor is or will be subject to suspension or cancellation

at the City's sole option.

6) Contract Term

The initial Agreement period shall be for five (5) years: The Original Agreement became effective on October 1, 2018 and shall continue in full force and effect through December 31, 2020 and the First Amended and Restated Agreement shall be effective on January 1, 2021 through September 30, 2023.

7) Contract Extension

The City reserves the right to extend the Agreement for five (5) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City in writing. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this Agreement, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

8) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood, pandemic or other substantial loss that the City of Coconut Creek shall require a **"first priority"** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, pandemic, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

9) Post Disaster Relief Services

Vendor shall be authorized to provide all necessary post disaster relief service required by the City, and as directed by the City Manager, or designee, at Vendor's rates as provided in Attachment "A". Vendor shall keep detailed reports, records, and invoices of all post disaster relief services provided, and shall provide them in a form and format necessary for the City to be eligible to receive FEMA reimbursement for same.

10) Independent Contractor

Vendor is an Independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Vendor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

11) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor without the express written consent of the City Commission which

consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

James M. Jennings, President
Emerald Transportation Corporation
4000 North Powerline Road
Pompano Beach, FL 33073
Phone: 954-917-4747
Fax: 954-917-4737
Email: jim@emeraldtowing.com

13) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

15) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

16) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

18) E-Verify

a) Definitions:

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies goods, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, goods, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

b) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

1. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
3. By entering into this Agreement, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court for the Seventeenth Judicial Circuit no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

19) The Vendor providing service under this Agreement assures the City that they are conforming to and otherwise complying with the following:

a) Equal Employment Opportunity

During the performance of this Agreement, the Vendor agrees as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
4. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of

Labor, or as otherwise provided by law.

8. The Vendor will include the portion of the sentence immediately preceding paragraph a) and the provisions of subparagraphs 1.through 8.in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

b) Contract Work Hours And Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No Vendor/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR §5.5 (b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5 (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5 (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5 (b)(2) .
4. Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in 29 CFR §5.5 (b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5 (b)(1) through (4).

c) The Clean Air Act and the Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

d) Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

e) Debarment and Suspension

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by City. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

g) Procurement of Recovered Materials

1. In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
 2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
 3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
- C. Based on the enactment of a new state statute related to towing (2020), Attachment “A”, “COCONUT CREEK’S TOWING FEES, TOWING FEES FOR NON CONSENT TOWS (I.P. TOWING)”, of the Original Agreement is hereby repealed in its entirety and replaced with a new Attachment “A”, “COCONUT CREEK’S TOWING FEES, TOWING FEES FOR NON CONSENT TOWS (I.P. TOWING)”,

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Emerald Transportation Corporation, signing by and through James M. Jennings, President, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

VENDOR

ATTEST:

Company Name

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared before me by means of physical presence or online notarization, _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2020.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

ATTACHMENT "A"

**COCONUT CREEK'S TOWING FEES
TOWING FEES FOR NON CONSENT TOWS (I.P. TOWING)
EFFECTIVE JANUARY 1, 2021**

CATEGORIES AND MAXIMUM FEES FOR RECOVERY, TOWING, REMOVING, STORING OR IMMOBILIZATION OF VEHICLES ON PRIVATE PROPERTY

Regulation Established

The fees established below are the maximum dollar amounts that business enterprises are authorized to charge as fees to vehicle owners for recovering, towing, removing, or storing vehicles, which are taken into possession of business enterprises, or for the immobilization of vehicles. The definitions in the Broward County Towing and Immobilization Company Regulating Ordinance shall be applicable to this regulation.

I. Categories and Fees

- a. Maximum fees for recovering (vehicle not towed), towing, removing, or storing vehicles with a gross vehicle weight rating of **less than 10,000 lbs.** removed from private property (applicable to Class A tows, without regard to the classification of the towing vehicle; for Class B and C tows from private property, see fees listed in subsection I.b.):

1. Towing	\$131.70
2. Recovery (vehicle not towed) recovered from lakes, canals and other situations not normal for standard tows	\$50.00
3. Storing (after six (6) hours)	\$26.35 Per twenty-four (24) hours
4. Administration (after twenty-four (24) hours)	\$32.92 Plus all actual costs incurred in obtaining ownership information and providing notice*

- b. Maximum fees for towing, removing, or storing vehicles with a gross vehicle weight rating of **less than 10,000 lbs.** without regard to the classification of the towing vehicle, removed from other than private property, including tows directly by law enforcement or other municipal agencies.

1. Class A: Towed vehicle gross vehicle rating less than 10,000 lbs.

(a) Towing:	
(1) First fifteen (15) minutes - Total	\$142.67
Base Tow Rate	\$118.89
City Administrative Fee – 20%	\$ 23.78
(2) Each additional thirty (30) minutes, or fraction thereof - Total	\$ 60.36
Base Tow Rate	\$ 50.30
City Administrative Fee – 20%	\$ 10.06
(b) Storage (outdoor), per day	\$ 26.35
(c) Storage (indoor), per day	\$ 32.92
(d) Administration (after twenty-four (24) hours)	\$ 32.92 Plus all actual costs incurred in obtaining ownership information and providing notice*

2. **Class B:** Vehicle in tow has a gross vehicle weight rating of 10,000 lbs. or greater but less than 15,000 lbs.

(a) Towing - Total	\$192.05
Base Tow Rate	\$160.04
City Administrative Fee – 20%	\$ 32.01
(b) Storage, per day	\$ 47.19 Per twenty-four (24) hours
(c) Flatbed	\$214.01
Base Tow Rate	\$178.34
City Administrative Fee – 20%	\$ 35.67
(d) Administration (after twenty-four (24) hours)	\$ 32.92 Plus all actual costs incurred in obtaining ownership information and providing notice*
(e) Labor (per hour-per person)	\$192.05

3. **Class C:** Vehicle in tow has a gross vehicle weight rating of 15,000 lbs. or greater but less than 30,000 lbs.

(a) Towing - Total	\$329.23
Base Tow Rate	\$274.36
City Administrative Fee – 20%	\$ 54.87
(b) Storage, per day	\$ 54.87
(c) Flatbed	\$353.37
Base Tow Rate	\$294.47
City Administrative Fee – 20%	\$ 58.90
(d) Administration (after twenty-four (24) hours)	\$ 32.92 Plus all actual costs incurred in obtaining ownership information and providing notice*
(e) Labor (per hour-per person)	\$329.23

4. **Class D:** Vehicle in tow has a gross vehicle weight rating of 30,000 lbs. or greater.

(a) Towing - Total	\$438.99
Base Tow Rate	\$365.83
City Administrative Fee – 20%	\$ 73.17
(b) Storage, per day	\$ 54.87
(c) Flatbed-Lowboy	\$353.37
Base Tow Rate	\$294.47
City Administrative Fee – 20%	\$ 58.90
(d) Administration (after twenty-four (24) hours)	\$ 32.92 Plus all actual costs incurred in obtaining ownership information and providing notice*
(e) Labor (per ¼ hour, per person or truck)	\$109.74

*Applicable only when company providing service must actually perform research to determine ownership of and notification to vehicle owner, lien holders or insurance companies. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a TAVIS report or similar documentation and be made available for inspection by the City upon request. Costs shall mean actual fees charged by the State of Florida for obtaining ownership information and shall include the cost of actual postage fees, advertising fees (if more than a single vehicle is advertised in the same advertisement the cost of the advertisement shall be prorated per vehicle), and title search for out-of-state vehicles. Proof of all costs incurred by company must be made

available for inspection by the City upon request.

5. Miscellaneous charges applicable to Class A, B, C, and D above:

(a) Road Service (vehicle not towed)	
(1) Class A	\$43.90
(2) Class B	\$61.45
(3) Class C	\$79.57
(4) Class D	\$79.57
(b) Divers (submerged vehicle, per hour-per person)	\$100.00 plus cost per hour** (portal-to-portal)

**Only when performed by a certified/professional diver with the written documentation of costs incurred and only after the use of the diver has the prior approval by the investigating law enforcement agency/officer.

c. Winch Recovery (Vehicle not towed and all times are for time actually on the scene).

(1) Class "A" Vehicle:

A. First thirty (30) minutes	\$109.74	
B. Each additional thirty (30) minutes	\$ 54.87	

(2) Class "B" Vehicle:

A. First thirty (30) minutes per truck	\$192.04	
B. Each additional thirty (30) minutes	\$ 96.03	

(3) Class "C" Vehicle:

A. First thirty (30) minutes per truck	\$329.23	
B. Each additional thirty (30) minutes	\$164.62	

(4) Class "D" Vehicle:

A. First thirty (30) minutes per truck	\$438.99	
B. Each additional thirty (30) minutes	\$219.50	

d. Immobilization (Booting) \$71.34 per vehicle

II. Recovery

Pursuant to Section 715.07(2) (a), 3, Florida Statutes, the vehicle shall be disconnected from the towing apparatus upon the payment of not more than one-half of the rate for towing service. For all classifications of vehicle recovery, where the vehicle is released at the scene, the maximum fee for the category of recovery shall be one-half of the applicable towing rates established by the vehicle's maximum gross vehicle weight rate under Item # 1, Categories and Fees. The category of recovery is hereby established and defined as follows: to take possession of a vehicle and its contents and to exercise control and supervision over the vehicle. This category is established to provide for those occasions where the vehicle owner arrives at the towing scene before towing and removal, or in the case of a non-consensual tow, where the recovery is directed by law or municipal enforcement.

III. Storage

Pursuant to Section 713.78 (2), Florida Statutes, no storage fee shall be charged if the vehicle removed is stored for less than six (6) hours. Vehicle storage begins at the time the vehicle arrives at the storage facility and charges are based on each day, which shall mean each consecutive twenty-four (24) hour period from the time of arrival. The category of Storage for

Vehicles Removed at the request of an authorized agent, property owner or law enforcement officer, derived from the Ordinance definition of “store”, is hereby established and defined as follows: To place and to leave a vehicle towed at the direction of an agent authorized to make the direction to a site where the towing company, or a person on the initiation of the towing company, exercises control and supervision over the vehicle.

IV. Exclusive Fees

The amount of fees and the fee categories established by this Part shall be exclusive fees. In other words, there shall be no other fees or categories of service that business enterprises, may demand and collect from vehicle owners.

V. Towing Rates

The rates herein are based upon rates established by Broward County. The Rates established herein shall be reviewed annually by the City and increased by the annual percentage increase in the Consumer Price Index (CPI) or three percent (3%), whichever is less, and provided service and total tow rates (total towing rates equal the Base Tow Rate plus the applicable City Administrative Fee) do not exceed the established maximum rates adopted by Broward County. Such rates shall be adopted annually by resolution of the City Commission.

EXHIBIT "B"

Appendix A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Emerald Transportation Corporation certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date