

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ___ day of _____, 2023, (the "Effective Date") by and between the City of Delray Beach, a Florida Municipal Corporation (the "City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Kauff's of Palm Beach, Inc. (the "Contractor"), a Florida Corporation authorized to do business in Florida whose address is 4010 Thor Drive, Boynton Beach, FL 33426.

WHEREAS, the City desires to retain Contractor to provide vehicle towing and storage services for the City of Delray Beach in accordance with the City's Request for Qualifications 2023-007 (the "RFQ") and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter to set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualification 2023-007, and the Contractor's response to the Request for Qualification, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

Contractor shall provide vehicle towing and storage services for City of Delray Beach in accordance with the Scope of Services, attached hereto and incorporated herein as Exhibit "A".

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Proposal, attached hereto and incorporated herein as Exhibit "A", according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
- iii. As to the Contractor: Kauffs of Palm Beach Inc.
4010 Thor Drive
Boynton Beach, FL 33426
Attn: Sean Loscalzo
Phone: 561-844-5283
Email: Nhunter@kauffstowing.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The Effective Date of this Agreement shall be as of the date it has been executed by both the parties hereto as stated above. Contractors transition period shall not exceed a thirteen (13) day transition period, Contract performance start date will be in effect as of October 1, 2023.

d. E-Verify. By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section 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. Failure to comply with this section will result in the termination of this Agreement, or if your 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 no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall remain in effect for a term of three (3) years from the Effective Date. This Agreement may be renewed for up to two (2) additional one (1) year periods, unless terminated earlier in accordance with terms of this Agreement.

ARTICLE 6. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all laws and regulations applicable to towing services, specifically the Palm Beach County Code of Ordinances, the City of Delray Beach Code of Ordinances and all other federal, state, and local laws.

ARTICLE 7. EXTRICATION AND TRAINING VEHICLES

The Contractor shall provide approximately 35 vehicles per year for extrication training purposes for the Delray Beach Fire Rescue Department and Police Department. Vehicles provided shall have clear title and that may be used for the purpose of using extrication tools and techniques. The Contractor will drain all fluids from vehicle prior to delivery. The Contractor will be required to deliver the vehicles at the specified site location and retrieve the vehicles upon completion of the training, contractor will have five to ten (5-10) days' notice. Delivery timeframes for drop-off and pick up shall not be more than two (2) business days. In addition, the Contractor will provide, at the request of the City of Delray Beach Fire Department and Police Department, use of their storage facility as an extrication-training site.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH

By: _____
Shelly Petrolia, Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:

By: _____
Lynn Gelin, City Attorney

KAUFF'S OF PALM BEACH INC.

By: Sean Loscalzo
Print Name: Sean Loscalzo
Title: Vice President

[SEAL]

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of September, 2023 by Sean Loscalzo (name of person), as Vice President (type of authority) for Kauff's of Palm Beach Inc. (name of party on behalf of whom instrument was executed).

Personally known X OR Produced Identification _____
Type of Identification Produced _____

Natalie Lyn Hunter
Notary Public - State of Florida

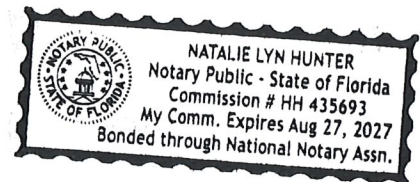


EXHIBIT A

Annual Rate and Fee Increases shall follow Palm Beach County rates in accordance with Palm Beach County Ordinance 2022-021



Division of Consumer Affairs

Maximum Non-Consent Towing & Immobilization Rates

Rate Type	Rate
Private Property Impound Tow Class A Class B Class C Class D No other fees may be imposed for the first 24 hours the vehicle is in the care, custody and control of the towing operator, except: a) applicable storage fees may be charged after the proper police authority has been notified and the vehicle has been in the possession of the towing operator for at least 6 hours and b) “extra time at scene” when a law enforcement agency is called/involved and when the officer’s name and badge number and detailed explanation is provided.	Flat Rate \$138 Flat Rate \$243 Flat Rate \$345 Flat Rate \$345
Police Directed Tow Class A Class B Class C – applies to non-commercial vehicles only Class D – applies to non-commercial vehicles only	\$172 \$255 \$381 \$546
Per mile fee for Police Directed Tow Class A Class B Class C Class D	\$7.50 \$8.50 \$10.00 \$12.50
Daily outdoor storage - vehicles 25' or less <u>after first 6 hours</u>	\$28
Daily outdoor storage – vehicles longer than 25' <u>after first 6 hours</u>	\$39
Daily outdoor storage - motorcycles, ATVs, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$17
*Daily indoor storage - vehicles 25' or less <u>after first 6 hours.</u>	\$39
*Daily indoor storage - vehicles longer than 25' <u>after first 6 hours.</u> Applies to non-commercial vehicles only.	\$56

*Daily indoor storage - motorcycles, ATVs, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$22
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Rate Type	Rate
Drop Charge – When the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be disconnected from the tow truck and the vehicle/vessel owner or authorized driver/agent shall be allowed to remove the vehicle/vessel without interference upon payment of a reasonable service fee of not more than one-half of the posted rate for such towing service.	One-half of the posted rate for such towing service
Administrative/Lien Fee – Applicable only after 24-hours from time of police report. Must show proof that ownership search is conducted, and police agency authorized the vehicle/vessel to be impounded or police agency has been notified by the tow truck company that the tow truck company is in possession of a vehicle/vessel as a result of a private property impound. Fees in excess of this administrative/lien flat fee may be charged by the tow company for <i>actual expenses</i> incurred to meet requirements such as lien notification letters, certified mail receipts, advertisements or any other requirement as imposed by Section 713.78, Florida Statute so long as the tow company has detailed supporting proof of actual expenditures (i.e. invoices, bills, payments) and are kept on file with the tow company.	\$50 maximum flat fee plus actual 3rd party fees
After Hour Gate Fee – may not be applied between the hours of 7 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 1 hour after a vehicle has been impounded all other times when: <ul style="list-style-type: none"> a. Impounded vehicles/vessel are recovered by the owner or authorized driver/agent; or b. The owner or authorized driver/agent wishes to recover property from an impounded vehicle/vessel. 	\$39
Extra Time at Scene - First one-half hour to be included in the initial cost per call. Charges are in 15 minute intervals. All extra time/labor shall be documented by the tow truck operator and shall include the name of the law enforcement agency and the law enforcement agency case number or the officer's name 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.	25% of applicable towing fee in 15 minute intervals
Underwater Recovery - Performed by a certified/ professional diver with the written documentation and approval by the investigating law enforcement agency/ officer.	\$100 plus cost per hour (port-to-port)

Hazardous material clean-up and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.	Towing Company prevailing rates
Credit Card Convenience Fee – fee that may be assessed and added to an invoice, if a credit card is used for the transaction. <i>The fee is intended to offset the cost associated with accepting credit card payments.</i>	Not more than 3% of the invoice
IMMOBOLIZATION SERVICES	
Release of immobilization device(s) per vehicle	\$75

Rate Type	Rate
Credit Card Convenience Fee – fee that may be assessed and added to an invoice if a credit card is used for the transaction. <i>The fee is intended to offset the cost associated with accepting credit card payments.</i>	Not more than 3% of the invoice

The next adjustment will occur 10/1/2023 in accordance with the Towing and Immobilization Services Ord.

PROJECTED REVENUE

Annual Rate and Fee Increases shall follow Palm Beach County rates in accordance with Palm Beach County Ordinance 2022- 021.

Administrative fee on the price list offered to the City shall not exceed 25 percent (25%) of the maximum listed towing rate in accordance with Florida Statute 125.01047

Schedule A

Police Directed Tows	Fixed County Rate	Estimated Annual Tows	UOM	City Rate per Tow	Anticipated Revenue to the City
Class A	\$172.00	1200	Per Tow	\$43.00	\$51,600.00
Class B	\$255.00	10	Per Tow	\$63.75	\$637.50
Class C	\$381.00	0	Per Tow	\$95.25	\$0.00
Class D	\$546.00	0	Per Tow	\$136.50	\$0.00
Mileage Fees	Fixed County Rate	Estimated Annual Tows	UOM	City Rate per Tow	Anticipated Revenue to the City
Class A	\$7.50	N/A	Per Mile	\$0.00	\$0.00
Class B	\$8.50	N/A	Per Mile	\$0.00	\$0.00
Class C	\$10.00	N/A	Per Mile	\$0.00	\$0.00
Class D	\$12.50	N/A	Per Mile	\$0.00	\$0.00
Storage Fee	\$28.00	N/A	Per Day	\$0.00	\$0.00
Total Anticipated City Revenue					\$52,237.50

Schedule B

Relates to the amount of money the city will pay for City owned vehicles.

	Fixed County Rate	Estimated Annual Tows	UOM	City Rate per Tow		Anticipate d Cost to the City
Class A	\$138.00	150	Per Tow	\$0.00		\$0.00
Class B	\$243.00	10	Per Tow	\$0.00		\$0.00
Class C	\$345.00	5	Per Tow	\$0.00		\$0.00
Class D	\$345.00	5	Per Tow	\$0.00		\$0.00
Special Events	Fixed County Rate	Estimated Annual Tows	UOM	City Collects per Tow	City Payout to Vendor	Anticipated Collection by the City
Class A	\$138.00	150	Per Tow	\$100.00	\$100.00	\$0.00
Class B	\$243.00	10	Per Tow	\$100.00	\$100.00	\$0.00
Class C	\$345.00	0	Per Tow	\$100.00	\$100.00	\$0.00

Class D	\$345.00	0	Per Tow	\$100.00	\$100.00	\$0.00
Mileage Fees	Fixed County Rate	Estimated Annual Tows	UOM	City Rate per Tow		Anticipated Cost to the City
Class A	\$7.50	450	Per Mile	\$0.00		\$0.00
Class B	\$8.50	30	Per Mile	\$0.00		\$0.00
Class C	\$10.00	15	Per Mile	\$0.00		\$0.00
Class D	\$12.50	15	Per Mile	\$0.00		\$0.00

*For the above "Other Fees" the City will also pay a mileage charge based on the class of tow vehicle beginning outside of a fifteen (15) mile radius from the City borders. There would be one exclusion, the Palm Beach County Sheriff's office gun range located at 21500 Southern Blvd (twenty mile bend). The gun range would be at the \$50.00 flat rate, no mileage.

Other Fees (listed below)	Fixed County Rate	Estimated Annual Tows	UOM	City Rate per Tow		Anticipated Cost to the City
Tire Change-City Vehicle		15	Flat Rate	\$0.00		\$0.00
Jump Start- City Vehicle		10	Flat Rate	\$0.00		\$0.00
Gas Delivery- City Vehicle		5	Flat Rate	\$0.00		\$0.00
Lockout- City Vehicle		5	Flat Rate	\$0.00		\$0.00
Total Cost to the City						\$0.00
Total Revenue less of City Costs						\$52,237.50

END OF EXHIBIT A