

AGREEMENT RFP 2026-007 TOWING SERVICES

THIS CONTRACT, made and entered into this ____ day of _____, 2026, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and J & J Towing, Inc. 5613 NW 8th Street, Margate, FL 33063 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Request for Proposal Document (RFP 2026-007) and CONTRACTOR's response, Offeror's Certification, Offeror's Qualification Statement, Non-Collusive Affidavit, Drug-Free Workplace Form, Scrutinized Companies Certification, E-Verify Form, Affidavit Attesting to Noncoercive Conduct for Labor or Services, Affidavit Regarding Contracting with Entities of Foreign Concern, and Certificate of Insurance, which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all addenda, amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, and services necessary to perform all of the work required by the Contract Documents for:

RFP NO. 2026-007 TOWING SERVICES

CONTRACTOR shall not engage directly or indirectly or through any subsidiary or other entity in the automobile repair or automobile paint and body repair business.

The CITY shall request the services of CONTRACTOR whenever towing or wrecker services is required in a situation where the owner of the motor vehicle involved does not specify or instruct the CITY to telephone or order service from a specific towing or wrecker services; or where the use of CONTRACTOR is deemed to be in the best interest of the CITY. However, in the event that CONTRACTOR, in the opinion of and within the discretion of the CITY, does not have available the necessary equipment to provide the service required at a particular time or place, the CITY may at its discretion call upon another towing or wrecker services to provide a part of or all of the equipment required in any particular circumstance. Further, in the event that CONTRACTOR does not provide service within a reasonable time following the request of the CITY, then and in that event the CITY may in its discretion call upon another towing or wrecker service to provide the service required.

CONTRACTOR's charges and fees for towing and wrecker services rendered within the city limits of the City of Margate in connection with the provisions of this agreement shall be set by the City Commission and shall at all times be posted with the CITY as well as in public view within all of CONTRACTOR's offices. CONTRACTOR agrees to maintain, at all times, modern up-to-date equipment capable of meeting all of the needs of the CITY in connection with the terms of this agreement, and further, CONTRACTOR agrees that said equipment shall in addition to the specifications and requirements as set forth in RFP 2026-007 also be manned by well-trained courteous personnel.

CONTRACTOR further agrees upon demand of the CITY to make its books and records available for inspection by the CITY and to provide for the interrogation of CONTRACTOR's principals and employees by the CITY in the event that any such interrogation or investigation may become necessary in connection with any other matter of interest to the CITY involving the towing and wrecker service. CONTRACTOR shall maintain adequate and accurate records of all calls, and the disposition of all vehicles and all billings and revenue. A minimum 5 years of records must be maintained at all times.

CONTRACTOR agrees to submit its trucks and equipment to inspection by the CITY at any reasonable time set forth in the CITY's request so as to insure compliance with all of the terms of this agreement and the terms of the attached specifications in RFP 2026-007.

It is expressly understood by and between the parties to this agreement that the CITY is a municipal corporation and that this agreement relates to the provision to the CITY of service that clearly affects the health and welfare of the citizens of the City of Margate. Notwithstanding all of the above, it is further understood that CONTRACTOR is an independent contractor governed by the terms of this contract and not an employee or general agent of the City of Margate. The provision of towing and wrecker service is further clearly related to the maintenance of the CITY's vehicles and the safety of the streets and thoroughfares of the CITY. By virtue of the extraordinary nature of the CITY's obligation and by virtue of the unusual nature of the obligations of the CITY dealt with in this agreement, it is understood and acknowledged by CONTRACTOR that this agreement shall be terminated by the CITY immediately at any time that it becomes apparent to the CITY that CONTRACTOR is not performing in accordance with the terms and requirements of this agreement or that CONTRACTOR does not have the facilities and capabilities of performing in accordance with the terms of this agreement. For the purpose of this agreement and this section of the agreement, these terms include not only the terms set forth in this agreement, but also the terms of RFP 2026-007, and such additional or other terms and requirements as may from time to time during the course of this agreement be imposed by the CITY in order to insure the adequate provision of towing and wrecker service to the CITY. It is further understood and agreed that CONTRACTOR does hereby release the CITY from any such claim for any damages of any kind in accordance with their performance under the terms of this agreement in the event of the cancellation of this agreement by the CITY at any time. Further, it is understood that by the very nature of the terms of this agreement and the municipal function related to herein that the CITY may cancel this agreement at any time.

CONTRACTOR agrees to release and hold harmless and to defend and pay on behalf of the CITY from any and all claims, suits for damages of whatsoever kind brought against the CITY or in which the CITY is named as a defendant arising out of this agreement, servants or employees or assigns, during the terms of this agreement. Further CONTRACTOR agrees to hold harmless and to pay all costs, judgements and reasonable attorneys' fees incurred by the CITY as a result of any act of CONTRACTOR, its agents, servants or employees in connection with its performance under the terms of this agreement.

CONTRACTOR agrees to perform emergency door unlock services at no charge when called upon by the CITY to unlock a vehicle that is occupied by a small child or an animal.

CONTRACTOR agrees to be utilized at no charge to the CITY as part of the CITY's onsite disaster response team. As such, CONTRACTOR shall stage as requested by the CITY one (1) tow vehicle (minimum class A) with operator at the CITY's Emergency Operations Center (E.O.C.) or other facility as designated by the CITY. A tow vehicle and operator shall be staged onsite at the beginning of a CITY declared emergency and remain available to render services as needed for clearing roadways of vehicles and debris as required for the duration of the declared emergency.

CONTRACTOR shall upon request by CITY's police department remove component parts (hoods, doors, windows, etc.) of any towed vehicle in storage at no charge to the CITY.

When a vehicle is classified by the City's Police Department as "evidence" or ordered held for investigative purposes, CONTRACTOR shall not charge the owner, CITY, or the City's Police Department for the cost of towing. In addition, no storage fees shall accrue until the applicable law enforcement agency and/or the State Attorney's Office releases the "hold" on the vehicle and/or property and CONTRACTOR has formally notified the owner, by certified mail, and/or other documented means, that the hold has been released. Storage fees shall begin to accrue only after CONTRACTOR has notified the owner that the hold has been released or, if the owner cannot be reached, after the CONTRACTOR has made and documented reasonable attempts to notify the owner using the contact information available to the CONTRACTOR.

ARTICLE 3

CONTRACT TIME

CONTRACTOR shall in accordance with instructions received from the CITY, provide at the CITY's direction, towing and wrecker service within the city limits of the CITY of Margate for a period of five (5) years with an option to renew for an additional five (5) year period under such terms and in accordance with such specifications as may from time to time be specified by the CITY.

ARTICLE 4

PAYMENT

CONTRACTOR shall pay CITY by and through its imposition of an administrative fee on the registered owner or other legally authorized person in control of a vehicle or vessel that is towed by Contractor from public property. Said fee shall equal **thirty-seven percent (37%)** of the tow rates adopted by the City, and in accordance with State law, to cover the cost of removal, which also includes enforcement and parking enforcement. Contractor shall impose and collect the administrative fee on behalf of CITY and shall timely remit such fee to CITY after it is collected, within thirty (30) days of said collection.

CITY adopts all tow rates as adopted by Broward County, Florida as exists currently or as amended in the future. Contractor agrees to adhere to all such Broward County tow rates for purposes of all its business activity within the City under this Agreement, and for purposes of compensation to CITY under same. Broward County Tow Rates are attached in Attachment G of the RFP document.

At the conclusion of each quarter (i.e. March 31st, June 30th, September 30th, and December 31st), CONTRACTOR shall submit to City a complete list of each tow performed, identifying the vehicle owner or operator, the amounts charged, and whether the administrative fee was collected. No such administrative fee shall be charged to nor collected from CITY, its Police Department or any other City department or entity, for any services provided to their vehicles by CONTRACTOR. Likewise, CONTRACTOR shall not be responsible to remit any administrative fees to CITY for services rendered to said parties.

ARTICLE 5

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

6. **THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
7. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
- a. Keep and maintain public records required by the City of Margate to perform the service.
 - b. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 this chapter 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 the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
 - d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
 - e. **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:

(954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard Margate, FL 33063

8. **SCRUTINIZED COMPANIES:** In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

8.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

.1 One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

.2 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.73, Florida Statutes; or

.3 Is engaged in business operations in Cuba and Syria.

8.2 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

8.3 The City reserves the right to terminate this contract if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

9. E-VERIFY

1) Definitions:

"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, or services to such employer in exchange for salary, wages, or other remuneration.

"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.

2) 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:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) 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 Margate; and
- c) By entering into this Contract, the Contractor 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 contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, 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 no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARGATE

Antonio V. Arserio, Mayor

Cale Curtis, City Manager

____ day of _____, 20____

____ day of _____, 20____

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

David N. Tolces, City Attorney

____ day of _____, 20____

____ day of _____, 20____

J & J TOWING, INC.

FOR CORPORATION:

President (signature)

(Print Name)

____ day of _____, 20____

Secretary (signature)

(Print Name)

(CORPORATE SEAL)

____ day of _____, 20____

RFP NO. 2026-007 TOWING SERVICES

ATTACHMENT A
RATE SCHEDULE

1.	Class A Tow	
a.	Hookup and first 15 minutes	\$ 150.00
b.	Each additional 30 minutes	\$ 75.00
c.	Mileage outside of City limits	\$ NC /mile
d.	Outside storage (after 6 hours)	\$ 29.00 /day
e.	Inside storage (after 6 hours)	\$ NC /day
f.	Winch and recovery first 15 minutes	\$ 150.00
g.	Each additional 30 minutes	\$ 75.00
h.	Road Service	\$ 40.00
2.	Class B Tow	
a.	Hookup and first 15 minutes	\$ 200.00
b.	Each additional 30 minutes	\$ 100.00
c.	Mileage outside of City limits	\$ NC /mile
d.	Outside storage (after 6 hours)	\$ 52.00 /day
e.	Inside storage (after 6 hours)	\$ NC /day
f.	Winch and recovery first 15 minutes	\$ 200.00
g.	Each additional 30 minutes	\$ 100.00
h.	Road Service	\$ 60.00
3.	Class C Tow	
a.	Hookup and first 15 minutes	\$ 200.00
b.	Each additional 30 minutes	\$ 100.00
c.	Mileage outside of City limits	\$ NC /mile
d.	Outside storage (after 6 hours)	\$ 52.00 /day
e.	Inside storage (after 6 hours)	\$ NC /day
f.	Winch and recovery first 15 minutes	\$ 200.00
g.	Each additional 30 minutes	\$ 100.00
h.	Road Service	\$ 60.00
4.	Miscellaneous Charges	
a.	Administrative Fee	\$ 55.00
b.	Certified Divers, per diver per hour	\$ Per Contracted Rate /hour
c.	Dollies	\$ NC

NOTE: Include fees for all other services not included above on an attached sheet.

An itemized bill based on the above rate must be provided to each customer detailing specific charges included in company rate.

ATTACHMENT B
PAYMENT TO THE CITY

To: The City of Margate, Florida

The undersigned hereby agrees to pay the City of Margate the annual service fee of:

 37% of the tow rates adopted by the City

37% of the tow rates adopted by the City

And shall remit such fee to CITY after it is collected, within thirty (30) days of said collection

Submitted by:

Name (printed) Judith Ann Cammarata Title President

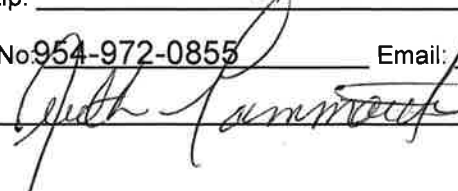
Company (legal Registered) J & J TOWING INC

Federal Tax ID Number: 59-2674347

Address: 5613 NW 8TH STREET

City/State/Zip: MARGATE FL 33063

Telephone No 954-972-0855 Email: jjtow0855@hotmail.com

Signature:  Date: 07/07/2026

J & J Towing voluntarily offers an annual service fee equal to thirty-seven percent (37%) of the tow rates adopted by the City of Margate. This exceeds the minimum percentage stated in Attachment B and reflects our continued commitment to providing exceptional service and value to the City of Margate.