



**EXTENSION AND AMENDMENT TO CONTRACT BETWEEN THE
CITY OF MARGATE AND J & J TOWING, INC. FOR PROVIDING
TOWING SERVICES TO THE CITY OF MARGATE**

THIS AMENDMENT, made and entered into this ____ day of September, 2021 to the Contract dated June 1, 2016 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 "J & J").

WHEREAS, J & J entered into an agreement with CITY offering to provide, at the City's direction, towing and wrecker service within the City of Margate as approved by City Resolution No. 11-756 on September 22, 2010 ("Original Agreement"); and

WHEREAS, the parties entered into extensions to the Original Agreement by City Resolutions No. 15-094 on September 16, 2015 and No. 20-047 on August 19, 2020; and

WHEREAS, the CITY and J & J have agreed to extend the Original Agreement for a five (5) year term with an option to renew for one(1) additional five (5) year term, include additional provisions, amend certain terms and conditions, and substitute the rate schedule known as Attachment "A", to the Original Agreement.

NOW, THEREFORE, for good and valuable consideration of the mutual terms, conditions, promises, covenants, and compensation as set forth herein, the CITY and J & J agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement between CITY and J & J to provide towing and wrecker service to CITY as approved by City Resolution No. 11-756 on September 22, 2010, and extended by City Resolutions No. 15-094 on September 16, 2015 and No. 20-047 on August 19, 2020, copies of which are attached hereto and made a part hereof as Exhibit "A", shall remain in full force and effect except as specifically amended below herein.
3. The Original Agreement between the parties is hereby amended by amending Paragraph 2 as follows:

2. J & J 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 effective September 1, 2021 for a period of five (5) years with an option to renew for one (1) five (5) year period under such terms and in accordance with such specifications as may be amended from time to time by the CITY.

4. The Original Agreement between the parties is hereby amended by amending Paragraph 8 as follows:

8. J & J shall pay to the CITY the sum of fifty-two thousand and 00/100 dollars (\$52,000) annually, payable in twelve equal monthly installments of four thousand three hundred thirty-three dollars and 33 cents (\$4333.33). The CITY shall invoice J & J on the first of each month for the previous month's service period. Payments must be paid to the CITY no later than the 15th of every month for the duration of this Agreement. The payment of monthly service period installments as described above shall be in addition to and separate from any administrative fees described below.

J & J 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 J & J from public property. The administrative fee shall equal twenty five-percent (25%) of the base hook-up towing rate for the towing of the vehicle or vessel based upon 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. J & J shall impose and collect the administrative fee on behalf of CITY.

J & J agrees to adhere to the Broward County towing rates, as adopted by City Ordinance 2021-##, as may be amended from time to time, for purposes of all its business activity within the City under this Agreement, and for purposes of compensation to CITY under same. A copy of the current Broward County towing rates is attached hereto as Exhibit "1," and incorporated herein by reference.

At the conclusion of each quarter (i.e. March 31st, June 30th, September 30th, and December 31st), J & J 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 J & J. Likewise, J & J shall not be responsible

to remit any administrative fees to CITY for services rendered to said parties.

5. The Original Agreement is hereby amended by adding additional language to read as follows:

10. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in Federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

6. The Original Agreement is hereby amended by adding additional language to read as follows:

11. 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

7. The Original Agreement is hereby amended by adding additional language to read as follows:

12. 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.

8. The Original Agreement is hereby amended by adding additional language to read as follows:

13. 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:

- 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
 - a) 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:
 - b) 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

- c) Is engaged in business operations in Cuba and Syria.
- 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.
- 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.

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Agreement 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

Arlene R. Schwartz, Mayor

____ day of _____, 20____

Cale Curtis, City Manager

____ day of _____, 20____

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk

____ day of _____, 20____

David N. Tolces, Interim City Attorney

____ day of _____, 20____

FOR J & J

FOR CORPORATION:


President

____ day of _____, 20____

(CORPORATE SEAL)


Secretary

____ day of _____, 20____

AMENDED AGREEMENT BETWEEN CITY OF MARGATE AND J & J FOR PROVIDING TOWING
SERVICES TO THE CITY OF MARGATE