

RESOLUTION NO. 18-04-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CONTRACT FOR TOWING SERVICES TO PRIORITY TOWING INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter “Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town solicited proposals for the provision of towing services to the Town of Lake Park; and

WHEREAS, the Town complied with the requirements of its Code and Florida Statutes pertaining to the competitive solicitation of products and commodities; and

WHEREAS, the Town staff recommends the award of the Contract for the provision of towing services to Priority Towing Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute the Contract for the provision of towing services between the Town of Lake Park and Priority Towing Inc., a copy of which is attached hereto and incorporated herein as **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Richard who moved its adoption. The motion was seconded by Commissioner Lynch and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER ERIN FLAHERTY	<u>/</u>	—
COMMISSIONER ANNE LYNCH	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 18-04-18 duly passed and adopted this 4 day of April, 2018.

TOWN OF LAKE PARK, FLORIDA

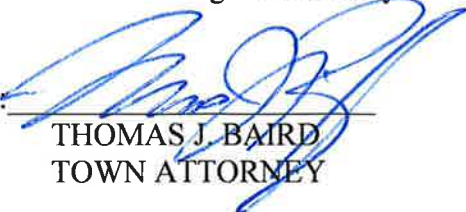
BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

CONTRACT

THIS CONTRACT is hereby made and entered into this 4 day of April, 2018, by and between the Town of Lake Park, a Florida municipal corporation ("Town"), whose address is 535 Park Avenue, Lake Park, Florida 33403, and Priority Towing Inc., a Florida corporation (hereafter referred to as "Contractor"), whose address is 7153 Southern Boulevard, West Palm Beach, Florida 33413.

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the Town previously determined that there is a need for towing services within the Town; and

WHEREAS, the Town solicited via a Request for Proposals (RFP) for companies to provide towing services in the Town; and

WHEREAS, in its proposal the Contractor represented that it is qualified, able and willing to satisfactorily provide the towing services solicited in the Town's RFP; and

WHEREAS, the Town determined that the Contractor was the lowest responsible and responsive bidder and is qualified and able to provide the towing services solicited by the Town; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract; and

WHEREAS, the Town has selected the Contractor to provide the towing services solicited pursuant to the Town's Request for Proposals No. 101-2018 and based upon the Contractor's response to this Proposal.

NOW THEREFORE, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. INCORPORATION OF REQUEST FOR PROPOSALS AND RESPONSE

The terms and conditions of this Contract shall include and incorporate the terms, conditions, and specifications set forth in the Town's Request for Proposals No. 101-2018, and the Contractor's response to the Request for Proposals.

2. DESCRIPTION OF SERVICES

The Contractor shall perform the services in accordance with the Town's Request for Proposals, and the Contractor's response thereto, both of which are incorporated herein by reference.

3. COMPENSATION

The Town shall pay to the Contractor, in accordance with the Pricing Schedule attached hereto and incorporated herein.

4. NOTICES

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

- i. As to the Town: John O. D'Agostino
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

- ii. With a copy to: Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
Attn: Finance Director

- iii. As to the Contractor: Aaron Cocuzzo
President
Priority Towing Inc.
7153 Southern Boulevard
West Palm Beach, Florida 33413

5. PUBLIC RECORDS

With respect to public records, the Contractor shall:

- 5.1 Keep and maintain public records required by the Town associated with its services.
- 5.2 Upon the request of the Town, provide any requested public records.

- 5.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records which are part of this Contract to the Town.
- 5.4 Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Contract. If the Contractor transfers all public records to the Town upon completion of the term of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
- 5.5 If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Contract, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

6. INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS

The Contractor shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- 6.1 Workers' compensation insurance for all employees of the Contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the Contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.
- 6.2 The Contractor shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
\$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)
\$1,000,000.00 Products/Completed Operations Aggregate
\$5,000,000.00 General Aggregate
\$1,000,000.00 Personal and Advertising Injury
\$500,000.00 Damage to Premises Rented to You

The Town shall be included as an additional named insured under the Contractor's Commercial General Liability policy, and a waiver of subrogation against the Town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein

identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the bidders' bid documents. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies. All certificates of insurance shall be subject to the Town's verification and approval as part of the Town's evaluation of the bid or proposal. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

6. CONTRACT TERM

This term of this Contract shall be from the effective date through April 4, 2019, unless terminated earlier in accordance with terms set forth herein. This Contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer, specifying the renewal price for the contractual service as set forth in the proposal; specifying that costs for the renewal may not be charged; and, specifying that renewals are contingent upon satisfactory performance evaluations conducted by the Town and subject to the availability of funds.

7. TERMINATION

- 7.1 The Town may terminate the Contract for convenience, or without cause upon providing Contractor with at least 30 days prior written notice.
- 7.2 Should either party fail to perform any of its obligations under this Contract for a period of 30 days after receipt of written notice of such failure, the non-defaulting party shall have the right to terminate the Contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.
- 7.3 If the Town elects to terminate the Contract during the initial term, then in that event, and, subsequent to the termination, the Town may seek the services of the next-lowest bidder, or that bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

8. DRUG FREE WORKPLACE CERTIFICATION

In compliance with Florida Statute, Section 287.087, the 'Drug Free Workplace Certification' the Contractor shall, prior to the commencement of the repairs pursuant to this Contract, execute the form attached hereto as part of Exhibit B, and it shall thereafter be deemed to be included as part of this Contract.

9. GOVERNING LAW/VENUE

This Contract shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Contract shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

10. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. ENTIRE AGREEMENT

This Contract embodies the entire Contract and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter.

12. AMENDMENTS

This Contract may only be modified by written amendment executed by the Town and the Contractor.

IN WITNESS WHEREOF, the parties hereto have made and execute this Contract as of the day and year last execute below.

ATTEST:

By: 
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By: 
Michael O'Rourke, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Thomas J. Baird, Town Attorney

PRIORITY TOWING, INC.

By: 
Aaron Cocuzzo, President

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