

RESOLUTION NO. 2020 – 029

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FOURTH MODIFICATION TO THE AGREEMENT WITH A SUPERIOR TOWING COMPANY FOR TOWN-WIDE WRECKER AND TOWING SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM WITH AN OPTIONAL FIVE (5) YEAR RENEWAL TERM AT AN INCREASED FRANCHISE FEE RATE EQUAL TO SEVENTEEN PERCENT (17%) OF EACH TOW, AS FULLY DESCRIBED WITHIN THE ORIGINAL AGREEMENT; CORRECTING NOTICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 7th, 2009, pursuant to Resolution No. 2009-062, the Town Council approved an Agreement with A Superior Towing Company to provide wrecker and towing services to the Town; and

WHEREAS, the initial Agreement expired on May 22, 2012; and

WHEREAS, on May 24th, 2012, pursuant to Resolution No. 2012-053, the Town Council approved the First Modification to the Agreement, which approved an additional three year term that expired on May 21, 2015; and

WHEREAS, on May 28th, 2015, pursuant to Resolution No. 2015-051, the Town Council approved the Second Modification to the Agreement, which extended the agreement for an additional five year term, provided an additional five year extension, and increased the franchise fee rate to an amount equal to fifteen percent (15%) of each tow; and

WHEREAS, on September 13th, 2017, pursuant to Resolution No. 2017-064, the Town Council approved the Third Modification to the Agreement to provide for post disaster relief; and

WHEREAS, the Town's staff has performed a review of this contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the current Agreement expires on May 31, 2020; and

WHEREAS, the Town Council and contractor are both desirous of extending the term of the Franchise Agreement; and

WHEREAS, contractor has offered to increase the Town's franchise fee to

seventeen percent (17%) of each tow, as fully described within the original Agreement, upon approval of this renewal; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to extend the Agreement with A Superior Towing Company as the Town’s preferred wrecking and towing service operator for an additional five (5) year term, with an optional five (5) year renewal term at an increased franchise fee rate of seventeen percent (17%) of each tow, as fully described within the original Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the Fourth Modification to the Agreement with A Superior Towing Company, in substantially the same form as that attached hereto as Exhibit “A”, to provide wrecker and towing services to the Town for an additional five (5) year term, with an optional five (5) year renewal term at an increased franchise fee rate of seventeen percent (17%) per tow, as fully described within the original Agreement.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit “A” and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of March 2020, on a motion by Council Member Jablonski and seconded by Council Member Hartmann.

McKay	<u>Yes</u>	Ayes	<u>4</u>
Schroeder	<u> </u>	Nays	<u>0</u>
Amundson	<u>Yes</u>	Absent	<u>1</u>
Hartmann	<u>Yes</u>	Abstaining	<u>0</u>
Jablonski	<u>Yes</u>		

Signatures on Following Page



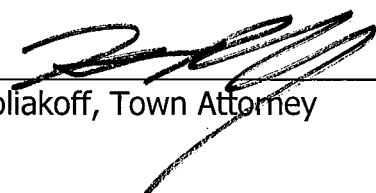
Doug McKay, Mayor

Attest:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, Town Attorney

36630529.1

Exhibit "A"

FOURTH MODIFICATION TO THE AGREEMENT

THIS IS THE FOURTH MODIFICATION TO AGREEMENT entered into as of this 12th day of March, 2020, between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and A Superior Towing ("A Superior"), a Florida corporation, for the purposes of amending the Agreement between the Town and A Superior, dated May 22nd, 2009.

WITNESSETH:

WHEREAS, on May 7th, 2009, pursuant to Resolution No. 2009-062, the Town Council approved an Agreement with A Superior Towing Company to provide wrecker and towing services to the Town; and

WHEREAS, the initial Agreement expired on May 22, 2012; and

WHEREAS, on May 24th, 2012, pursuant to Resolution No. 2012-053, the Town Council approved the First Modification to the Agreement, which approved an additional three year term that expired on May 21, 2015; and

WHEREAS, on May 28th, 2015, pursuant to Resolution No. 2015-051, the Town Council approved the Second Modification to the Agreement, which extended the agreement for an additional five year term, provided an additional five year extension, and increased the franchise fee rate to an amount equal to fifteen percent (15%) of each tow; and

WHEREAS, on September 13th, 2017, pursuant to Resolution No. 2017-064, the Town Council approved the Third Modification to the Agreement to provide for post disaster relief; and

WHEREAS, the Town's staff has performed a review of this contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the current Agreement expires on May 31, 2020; and

WHEREAS, the Town Council and contractor are both desirous of extending the term of the Franchise Agreement; and

WHEREAS, contractor has offered to increase the Town's franchise fee to seventeen percent (17%) of each tow, as fully described within the original Agreement, upon approval of this renewal; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to extend the Agreement with A Superior Towing Company as the Town's preferred wrecking and towing service operator for an additional five (5) year term, with an optional five (5) year renewal term at an increased franchise fee rate of seventeen percent (17%) of each tow, as fully described within the original Agreement;

NOW THEREFORE, for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. Section 12.2 "Effective Date & Term" shall be amended to read as follows:

SECTION 12
EFFECTIVE DATE & TERM

12.2 **TERM OF AGREEMENT:**

This Agreement shall become effective on the last date of execution by either of the Parties to this Agreement. The Agreement shall be effective through May 31, ~~2020~~ 2025, with an optional five (5) year renewal term, and the TOWN reserves the right to extend the Agreement, provided that both parties agree that all the terms, conditions, and specifications remain the same and the extension is approved by the Town Council.

3. Section 9.1 "Monthly Fee to be Paid to Town" shall be amended to read as follows:

9.1 **MONTHLY FEE TO BE PAID TO TOWN:**

CONTRACTOR shall pay to TOWN, a contract fee in the amount of ~~fifteen percent (15%)~~ seventeen percent (17%) of all monies collected as a result of this Agreement. Said payment shall be made by the tenth day of every month based upon the prior month's collections. Payments are to be made punctually by cashier's check or CONTRACTOR check drawn upon a local bank. Payments shall be delivered to Town of Southwest Ranches Accounts Receivable c/o Finance Department 13400 Griffin Road, Southwest Ranches, FL 33330.

4. Section 13 "Notice" shall be amended to read as follows:

Section 13
NOTICE

13.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent certified United States mail, return receipt requested, addressed to the party whom it was intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the representative places for giving notice:

FOR TOWN

Andrew Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

WITH A COPY TO

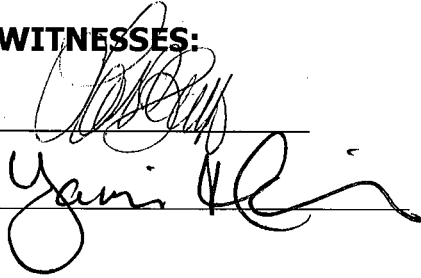
Town Attorney
Saul Ewing Arnstein & Lehr LLP
Attn: Keith Poliakoff
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, FL 33301

FOR CONTRACTOR:

A Superior Towing Company
Mr. Sean Loscalzo, President
2835 SW 66th Avenue
Davie, Florida 33317

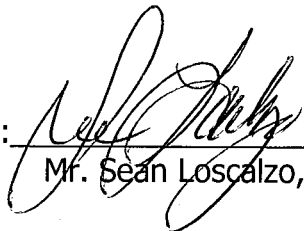
IN WITNESS WHEREOF, this Fourth Modification to the Agreement is accepted and executed as of this 12th day of March, 2020

WITNESSES:



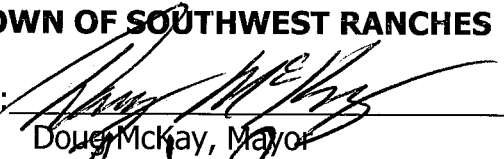
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CONTRACTOR:
A SUPERIOR TOWING COMPANY

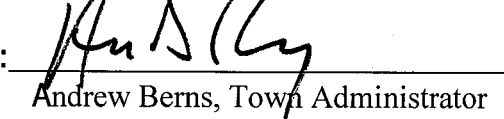
By: 

Mr. Sean Loscalzo, President

TOWN OF SOUTHWEST RANCHES

By: 

Doug McKay, Mayor

By: 

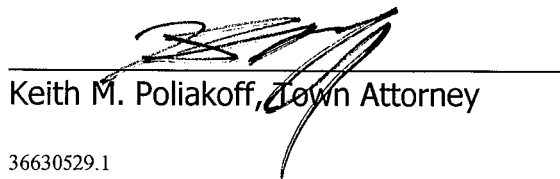
Andrew Berns, Town Administrator

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney

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