

RESOLUTION NO. 2015 – 051

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND 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 OF FIFTEEN PERCENT (15%) OF EACH TOW, AS FULLY DESCRIBED WITHIN THE ORIGINAL AGREEMENT; 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 an additional three year term, which expires on May 21, 2015; and

WHEREAS, the Town's staff as 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 contractor has agreed to increase the Town's franchise fee to fifteen percent (15%) 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 fifteen percent (15%) 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 Second 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 fifteen percent (15%) 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 28th day of May, 2015, on a motion by

Council Member McKay and seconded by Council Member Jablonski.

Nelson	<u>Ayes</u>
Fisikelli	<u>Ayes</u>
Breitkreuz	<u>Ayes</u>
Jablonski	<u>Ayes</u>
McKay	<u>Ayes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

Jeff Nelson
Jeff Nelson, Mayor

ATTEST:
Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff
Keith M. Poliakoff, Town Attorney

SECOND MODIFICATION TO THE AGREEMENT

THIS IS THE SECOND MODIFICATION TO AGREEMENT entered into as of this 28th day of May, 2015, 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 an additional three year term, which expires on May 21, 2015; and

WHEREAS, the Town's staff as 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 contractor has agreed to increase the Town's franchise fee to fifteen percent (15%) 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 fifteen percent (15%) of each tow, as fully described within the original Agreement; and

WHEREAS, A Superior Towing is also desirous in extending the term of the Agreement and increasing the Town's franchise fee in accordance with the terms and conditions contained herein;

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, ~~2015- 2020~~, 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 ~~thirteen percent (13%)~~ fifteen percent (15%) 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 ~~6589 SW 160th Avenue, Southwest Ranches, FL 33331~~ 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

WITH A COPY TO

~~Charles Lynn, Town Administrator
6589 S.W. 160th Avenue
Southwest Ranches, FL 33331~~

~~Town Attorney
Becker & Poliakoff, P.A.
Attn: Keith M. Poliakoff
3111 Stirling Road
Fort Lauderdale, FL 33312~~

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

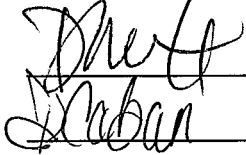
~~Town Attorney
Arnstein & Lehr LLP
Attn: Keith Poliakoff
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, FL 33301~~

FOR CONTRACTOR:

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

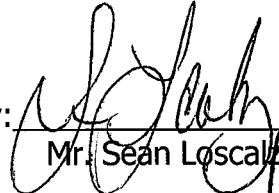
IN WITNESS WHEREOF, this Second Modification to the Agreement is accepted and executed as of this 28th day of May, 2015

WITNESSES:




CONTRACTOR:

A SUPERIOR TOWING COMPANY

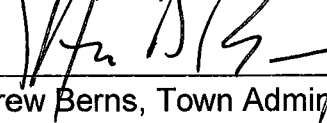
By: 

Mr. Sean Loscalzo, President

TOWN OF SOUTHWEST RANCHES

By: 

Jeff Nelson, Mayor

By: 

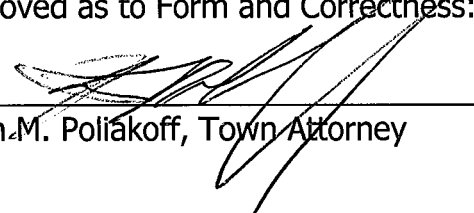
Andrew Berns, Town Administrator

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney

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