

CITY OF MIAMI BEACH

ADMINISTRATIVE RULES AND REGULATIONS

FOR

POLICE AND PARKING TOWING PERMITS

REVISED ~~ON AS OF DECEMBER XXXX~~FEBRUARY 2021

ATTACHMENT 1

CITY OF MIAMI BEACH ADMINISTRATIVE RULES AND REGULATIONS FOR POLICE AND PARKING TOWING PERMITS

Introduction

Pursuant to Article V, Division 2, Section 106-212 of the City Code, and subject to City Commission approval, the City Manager shall promulgate rules and regulations as may be necessary to govern the discharge of towing or storage of vehicles identified by the City of Miami Beach Police Department (hereinafter, “MBPD” or the Police Department) or the City’s Parking Department as requiring removal from the public right of ways. Each applicant issued a permit by the City to tow or store vehicles, in accordance with Article V (entitled, “Police Vehicle Towing”), Division 2, Sections 106-211 through 106-255 of the City Code, shall comply at all times with the administrative rules and regulations hereinafter set forth, and as same may be amended from time to time (the “Administrative Rules and Regulations”). An applicant issued a permit to tow or store vehicles (hereinafter, the “Permit”) pursuant to the aforesated Code section shall hereinafter be referred to as a “Permittee”. However, the total number of permits granted under Article V shall not exceed two (per City Code Section 106-213)

~~A Permittee's failure to comply may result in suspension or revocation of a Permit by the City Manager.~~

1. QUALIFICATIONS OF APPLICANT

Prior to the issuance of a Permit, ~~pursuant to Chapter 106, Article V of the City Code~~, an applicant shall be required to evidence, to the reasonable satisfaction of the City Manager, that it has the necessary facilities, equipment, skills, personnel, and financial responsibility to furnish the work and services required under the Permit ~~in a satisfactory manner~~. An applicant shall be required to evidence a record of satisfactory past performance, and, in support thereof, may be required to submit references and provide such other documentation, ~~upon as request~~ed by the City Manager. Failure to qualify with any or all of the following requirements shall be sufficient justification for the City Manager to reject an application for a Permit (including rejection for renewal of a Permit).

2. COMPETENCY OF APPLICANTS

Permit applications shall only be considered from firms with proven experience in ~~the a~~ towing business which ~~have has~~ an established and satisfactory record of performance, and ~~have has~~ available the required equipment, facilities, storage space, and personnel sufficient to ensure that ~~they the business~~ can ~~properly satisfactorily~~ execute the work/services required. ~~The City Manager or his designee reserves the right to inspect an applicant's existing or proposed equipment, facilities, and storage space following submission of a Permit application.~~

~~To receive consideration, a~~An applicant must identify a facility ~~(which serves as~~ its base of operations), and storage ~~space facility~~ located within the city limits of the City of Miami Beach, where vehicles towed in the City of Miami Beach shall be stored or impounded for the first 48 hours after being towed. The City Manager or his designee reserves the right to inspect an applicant's existing or proposed equipment, facilities, and storage space following submission of a Permit application.

Applicants must have all necessary licenses and permits, as required to operate and provide the required work/services including, without limitation, a business tax receipt issued by the City and any and all other applicable licenses and permits required by the City, Miami-Dade County, and the State of Florida.

~~By City's issuance of the Permit, and acceptance of the Permit by applicant/Permittee, applicant/Permittee thereby represents and warrants to the City that it has made itself familiar with all applicable Federal, State, Miami-Dade County, and City laws, ordinances, and rules and regulations that may, in any way, affect and/or apply to the work/services to be provided (and applicant/Permittee shall continue to make itself aware and familiar with any subsequent updates in any such laws). Ignorance of the law on the part of the applicant/Permittee will in no way relieve it from any responsibility and/or liability under the Permit.~~

By submission of an application, the applicant shall declare, represent and certify to the City that the only person or persons interested in the Permit is/are the principal or principals named therein; that no person or persons (other than therein mentioned) has/have any interest in the Permit; that the Permit is issued by the City without connection to any person(s), company(ies) or party(ies) making the application; and that it is in all respects fair, in good faith, and without collusion or fraud.

By City's issuance of the Permit, and acceptance of the Permit by Permittee, Permittee thereby represents and warrants to the City that it has made itself familiar with all applicable Federal, State, Miami-Dade County, and City laws, ordinances, and rules and regulations that may, in any way, affect and/or apply to the work/services to be provided (and Permittee shall continue to make itself aware and familiar with any subsequent updates in any such laws). Ignorance of the law on the part of the Permittee will in no way relieve it from any responsibility and/or liability under the Permit.

3. PERMIT FEE/MONTHLY BILLING

Permittee shall pay to the City a monthly Permit fee, in the amount of \$30.00, for each vehicle towed. The monthly Permit fee shall be reduced to \$25.00 for each vehicle towed that receives a Miami Beach Resident Discount pursuant to Section 22.M herein.

The City shall bill Permittee, by the 10th of each month, for all tows occurring in the previous month. A late charge of \$50.00, plus the greater of (i) eighteen percent (18%) interest per annum, or ii) the maximum rate allowable under Florida law, shall be assessed on all payments received after the 20th day of the billing month

Pursuant to Section 323.002, Florida Statutes, in addition to the maximum allowable rates that may be charged by the Permittee under Section 22 herein, the City shall charge a Permit Fee of \$30.00 on the registered owner or other legally authorized person in control of the vehicle (or vessel) that is towed ("Permit Fee"). The City hereby appoints Permittee as its agent to impose and collect the Permit Fee on behalf of the City. Permittee shall pay-remit payment to the City of any monthly Permit fees-Fee collected by the 20th of each month, for all the Permit Fees collected during the previous

month, ~~in the amount of \$30.00; for each vehicle towed.~~ The ~~monthly~~ Permit Fee shall be reduced to \$25.00 for each vehicle towed that receives a Miami Beach Resident Discount pursuant to Section 22.M herein.

Payments to the City shall be made by check and remitted to the City of Miami Beach Finance Department (Revenue Section). Checks shall be clearly marked "Police Tow" or "Parking Department Tow."

4. INDEMNIFICATION/HOLD HARMLESS AND INSURANCE REQUIREMENTS

Permittee shall be responsible for any work/services, and every part thereof, undertaken pursuant to the Permit. For purposes of this Section 4, the term "Permittee" shall include, without limitation, all Permittee's officers, directors, employees, agents, contractors, and consultants, as well as any facilities, equipment, and property, of every description, used in connection with the performance of the ~~work and/or work~~/services required under the Permit. ~~Permittee shall specifically and distinctly assume, and by As~~ further consideration for the City's issuance of the Permit, ~~Permittee does so~~ expressly assumes, ~~all~~ risks of damage or injury to property or persons used or employed ~~only~~, or used or retained by, Permittee in connection with the work/services under the Permit, and of all injury or damage to any person or property, wherever located, resulting from any action or operation under the Permit, or in connection with the ~~work and/or~~ work/services thereunder.

As separate and additional consideration for the City's issuance of the Permit, Permittee shall indemnify, hold harmless and defend (with counsel approved by the City Attorney) the City of Miami Beach, Florida, its officers, employees, agents, contractors, and ~~servants~~ consultants, from and against any and all claims, liabilities, demands, causes of

action, costs and expenses (including reasonable attorneys' fees at trial and all levels of appeal) of whatsoever kind or nature arising out of any error, omission, negligent act or willful misconduct of Permittee, its officers, directors, employees, agents, contractors, and ~~servants-consultants~~ ("Claims"), whether directly or indirectly, from the provision of ~~work and/or work~~/services ~~pursuant under to~~ the Permit; provided, however, that there is expressly excluded from the foregoing obligations any Claims to the extent resulting from the gross negligence or willful misconduct of the City. **The indemnification provisions of this Section 4 shall survive expiration or termination of the Permit.**

In addition to, and separate from, Permit's obligation to indemnify and hold the City harmless (as set forth in the preceding paragraphs), Permittee shall maintain the following insurance coverage in full force and effect at all times throughout the Permit term: The maintenance of proper insurance coverage is a material element of the permit and failure to maintain or renew coverage may be treated as a material breach of the permit, which could result in withholding of payments or termination of the permit.

A. Worker's Compensation Insurance for all employees of the Permittee as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Permittee be exempt from this Statute, the Permittee and each employee shall hold the City harmless from any injury incurred during performance of the Permit. The exempt Permittee shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this Permit or (ii) a copy of a Certificate of Exemption.

B. Garage Keepers Legal Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury for vehicles while in the Permittee's care, custody and control with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if Permittee has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Permittee's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Permittee agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the

Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Permittee shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City prior to commencement of the Permit term, and/or prior to commencement of any work and/or work/services under the Permit (whichever is earlier). However, failure to obtain the required documents prior to commencement of the Permit term, work and/or services as described above shall not waive the Permittee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the Permittee of his liability and obligation under this section or under any other section of this agreement.

- ~~a. Commercial General Liability insurance in amounts prescribed by the City Manager or his designee, and as necessary to protect the Permittee and the interests of the City against all risks of injury to persons (including death) or damage to property, wherever located, resulting from any action or operation under the Permit or in connection with the work/services thereto.~~
- ~~b. Automobile Liability Insurance, including Property Damage, covering all owned, non-owned or hired automobiles and equipment used in connection with the work/services;~~
- ~~c. Workers' Compensation and Employer's Liability Insurance, as required to meet the statutory requirements of the State of Florida; and~~
- ~~d. Any other additional coverage(s) as may reasonably be required from time to time by the City Manager or his designee.~~

~~Permittee shall be the named insured under all such policies. The City of Miami Beach, Florida, shall be named as an additional insured on all required liability policies. Permittee shall also be responsible for requiring that any required policy endorsements state that the City will not be liable for the payment of any premiums or assessments.~~

~~All liability insurance coverage and policies required herein shall contain a provision acknowledging and agreeing to the indemnification and hold harmless requirements (and language) set forth in this Section 4.~~

~~All required policies shall provide full coverage from the first dollar of exposure.~~

~~No deductibles will be allowed unless approved, in writing, by the City's Risk Manager (prior to issuance of the policy).~~

~~No change or cancellation in insurance shall be made without thirty (30) days prior written notice to the City's Risk Manager.~~

~~All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+VI or better, per Best's Key Rating Guide, latest edition.~~

~~Original signed certificates of insurance, evidencing the required coverage and endorsements, shall be approved by the City's Risk Manager or his designee and filed with the Office of City's Risk Manager Management prior to commencement of the Permit term, and/or prior to commencement of any work and/or work/services under the Permit (whichever is earlier).~~

It is understood and agreed that all policies of insurance required hereunder shall be primary to any insurance or self-insurance the City of Miami Beach.

Permittee will also be solely responsible for securing and maintaining policies for any and all of its subcontractors, to the extent and in accordance with the same insurance requirements as applies to Permittee pursuant to this Section 4.

Notwithstanding compliance by Permittee and its subcontractors with the insurance requirements in this Section 4. Permittee shall be ultimately responsible and liable for any negligent acts, errors or omissions, or willful misconduct, of its subcontractor(s) (and of persons employed by such subcontractor(s)), to the extent that Permittee would be responsible (for the negligent acts, errors and omissions, or willful

misconduct of persons employed and/or retained by Permittee) under the requirements of this Section 4.

Should Permittee fail to provide proof of coverage for any insurance ~~(and/or other term or condition)~~ required in this Section 4, within seven (7) days of receipt of written notice from the City Manager or his designee, the City reserves ~~any and all the~~ right, upon written notice to Permittee, to ~~immediately~~ terminate the Permit, without liability to the City.

5. AUTHORIZED STORAGE AREA(S) FACILITIES AND ON PREMISES FACILITY(IES) OFFICE

Permittee's must have an authorized storage area within the city limits of Miami Beach, which shall only be used by Permittee to store vehicles towed within the city limits of Miami Beach. Vehicles must be stored for a minimum of ~~two (2) days~~ 48 hours, after which they may be moved to a storage area outside the city limits of Miami Beach, but within Miami-Dade County, Florida.

Any vehicle with a "police hold," shall not be stored outside the city limits of Miami Beach.

A. Authorized Storage Facilities

Permittee shall have available outside storage for a minimum of thirty-one (31) vehicles, ~~and but~~ no more than a maximum of one hundred (100) vehicles. Said storage area will be enclosed in accordance with applicable City zoning requirements. At a minimum, Permittee shall surround the storage area with a chain-link fence or solid-wall type fence at least six (6') feet high. The storage area shall be sufficiently

illuminated to reveal persons and vehicles at a distance of at least 150 feet during evening hours. Permittee shall use such security measures as it deems necessary, to prevent theft, vandalism, stripping, and dismantling of parts from stored vehicles ~~in all storage areas.~~

Permittee shall also provide a completely enclosed inside storage area (solid walls, roof, and access door) for at least five (5) vehicles. Said area will be secured against entry by unauthorized persons.

~~All vehicle keys shall be secured separately.~~

In the event Permittee's storage areas are filled to capacity, the Permittee shall not be relieved of its responsibility with regard to storage of vehicles pursuant to Section 2 of the Permit, requiring that vehicles towed by Permittee within the City of Miami Beach must be stored or impounded within the confines of the City at an authorized storage facility, for the first 48 hours after being towed or impounded, and shall Permittee, at its sole cost and responsibility, shall be required to make alternate arrangements for storage, ~~(as required to comply with the terms of the Permit).~~ In order to be considered an "authorized storage facility," Any storage area proposed to be utilized by Permittee, ~~(which was not identified in its Permit application),~~ must obtain the prior written approval of the City Manager or his designee prior to commencement of such use.

~~Permittee's storage area must be located within the city limits of Miami Beach and shall only be used by Permittee to store vehicles towed within the city limits of Miami Beach. Vehicles shall be stored for a minimum of one tow (12) day, after which they may be removed to a storage area outside the city limits of Miami Beach, but within Miami-Dade County, Florida.~~

~~Any vehicle with a "police hold," shall not be stored outside the city limits of Miami Beach.~~

Permittee may not charge an additional towing fee for removal of a vehicle for storage outside the city limits of Miami Beach. An owner (or other authorized individual) claiming a vehicle stored outside the city limits of Miami Beach shall be given the option, without charge, of either free transportation to the vehicle, or having the vehicle returned to the Permittee's Miami Beach storage ~~area~~facility.

No storage charges shall be assessed for any vehicle which, pursuant to authorization of the City Manager or his designee, is stored at a City facility.

B. On Premises Office

In addition to the storage ~~area(s)~~facilities, the Permittee shall have a permanent on-premises office, which shall be staffed on a 24-hour basis by at least one (1) employee.

Permittee shall also provide on-premises security in the form of one or more of the following: night dispatcher or watchman; security guard service; security dog; or security cameras.

Notwithstanding the preceding paragraph, Permittee shall be required to hire City off-duty police officers on the premises on holidays, and during all major events in the City. "Holidays" are herein defined as any City of Miami Beach recognized/observed legal holiday. Major events are herein defined as those events identified in the City's Major Event Planning (MEP), as same may be amended from time to time. In the event that the MBPD is unable to fulfill the off-duty requirement, Permittee may satisfy the requirement by hiring off-duty police officers from other jurisdictions (i.e. Miami-Dade, City of Miami, etc.).

Permittee must post a City-approved sign at its on-premises facility indicating charges (as shall have been approved by the City). This sign must include a statement about the accepted methods of payment and the number and kinds of identification required. At a minimum, the sign must be in one inch (1") lettering, with contrasting background, permanently and prominently posted in the area where the charges are paid to Permittee.

All areas accessible to the public must be well lighted, with provisions to accommodate seating for members of the public retrieving vehicles. After 11 p.m., Permittee shall be prohibited from utilizing or maintaining any sort of public announcement (PA) system from its premises, (so as to eliminate and/or reduce amplified and other noise to the surrounding neighborhood that occurs after 11:00 p.m.).

Additional Conditions for Permittee's ~~Authorized Storage Area(s)–Facilities~~ and On Premises ~~Facility(ies)~~Facilities:

1. Storage and/or parking of vehicles must be fully screened from view, as seen from any right-of-way or adjoining property, when viewed from five feet six inches (5'6") above grade, with an opaque wood fence, masonry wall, or other opaque screening device not less than six feet (6') in height.
2. Parking spaces, backup areas, and drives shall be appropriately dimensioned for the type of vehicles being parked or stored.
3. The City shall retain the right to modify the Permit and the conditions of operation should there be complaints about loud, excessive, unnecessary, or unusual late night noise that occurs after 11:00 p.m.
4. The Permittee shall be responsible for maintaining the immediate areas adjacent to its on-premises facility and storage ~~area~~facility including, without limitation, the

adjacent sidewalks, curbs, and gutters, in a clean and sanitary manner, free of refuse, at all times during its hours of operation.

5. Permittee shall be required to satisfy the landscaping requirements of Section 126-6 (2) of the City Code (-Palms as street trees: Single trunk palm species with a minimum of ten inches diameter at breast height (DBH) and a minimum of 15 feet of clear or grey wood at time of planting may be planted in addition to the required number of street trees. The maximum spacing of palms as street trees shall be 20 feet on center. Palms shall not count towards the required number of street trees. The City may require an increase in the maximum spacing due to site-specific constraints, such as, but not limited to, visibility triangles, signage, utilities view corridors, or the use of large canopy or diameter trees).
6. A plan for a recurring maintenance schedule that includes, but is not limited to, cleaning Permittee's ~~on-premises-authorized~~ storage ~~area~~facility, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation, shall be submitted to the City Manager or his designee, within ~~thirty~~ (30)five (5) business days ~~of from~~ the commencement of the Permit Term, for the Manager (or his designee's) review and approval, ~~which shall not be unreasonably withheld, conditioned, or delayed.~~
7. The lighting in Permittee's on-site facility and storage area must satisfy the City Code and the Florida Building Codes. The light from light poles shall be contained on-site. Any light poles shall not exceed fifteen feet (15') in height, measured from grade.
8. Permittee shall be responsible for operating its on-premises facility and storage ~~area~~facility in an orderly, clean and quiet manner so that neighboring residents are

not disturbed during the hours of operation. At a minimum, this shall include removing all trash from the lot not less than twice daily. The sounding of car alarms, automobile horns, playing of radios or any kind of audio system (including by the valet attendants), and screeching of tires shall be prohibited. A sign addressing City Code provisions regarding car alarms, and a sign prohibiting the screeching of tires and sounding of horns, shall be posted on-site so they are plainly visible by, and legible to, users of the facility.

9. Violations of the City's Noise Ordinance (as codified in Article IV, Sections 46-151 through 46-162, and as same may be amended from time to time) ~~Section 46-152 of the City Code, as same may be amended (the City's Noise Ordinance)~~ may also be deemed a ~~violation-failure to comply under of~~ the terms of the Permit. Accordingly, in the event of such ~~violationnon-compliance~~, ~~the City Manager reserves any and all right to suspend or terminate~~ the Permit may be suspended or revoked in accordance with City Code Section 106-220.

6. TOWS WITH POLICE HOLD

Unless otherwise requested, Vehicles impounded with a "police hold", shall be transported directly to Police headquarters or off-site facility.

Permittee shall not charge any additional fees when MBPD requests that a vehicle impounded with a hold be moved for processing or storage at any off-site facility.

The Police Chief or designee may request that Permittee charge a fee not to exceed \$50 for the tow and release of victim's or witness' vehicle.

In the event that a vehicle cannot be stored at Police headquarters or an off-site facility, the police may request that it be stored at Permittee's authorized storage area.

~~(within the City limits.)~~ Said vehicles shall be stored for a period of up to five (5) working days, excluding Saturday, Sunday and Holidays; at no charge for the first five (5) working days, or until the police hold is released, whichever occurs first.

If, after expiration of the five (5) working days, the vehicle requires a police hold for a longer period of time, the City Manager or his designee may direct Permittee, in writing, to remove the vehicle to a City facility, without charge to the City. In the alternative, the City's notice may request that Permittee continue to store the vehicle at Permittee's storage facility. If the City's notice elects to have the vehicle remain at Permittee's storage facility, the City shall be responsible for any storage charges incurred after ~~aforestated~~ the initial five (5) working days.

If the Permittee does not receive such written notification from the City, within the time period provided above, the Permittee may release the vehicle to the registered owner or lien holder; provided however, that the Permittee shall provide the City Manager or his designee with written notice of Permittee's intent to release, prior to the actual release date.

If the City's notice authorizes Permittee to remove the vehicle from Permittee's storage facility, but the vehicle has already been released to the owner or lien holder, the owner or lien holder (and not the City) will be responsible for any tow and storage charges for the number of days the vehicle was stored at Permittee's storage facility. The towing and storage rates charged to an owner/lien holder shall not exceed the rates that would be charged to the City.

All police holds must include the following information:

1. name and agency of the law enforcement agency;
2. date and time the hold is placed on the vehicle;

3. a general description of the vehicle, including color, make, model, body style and year, VIN, registration plate with state and year, and validation sticker number with state and year;
4. the specific reason for placing the hold;
5. the condition of the vehicle;
6. the location where the vehicle is being held; and
7. the name, address, and phone number of the storage facility where the vehicle is stored.

In cases where a vehicle has a police hold pursuant to a violation of Article IX, Sections 106-391, through 106-395 of the City Code (the City's Vehicle Impoundment Ordinance) ~~of the City Code~~, Permittee shall reduce removal, towing, and storage charges as (and if) ordered by the City's Special Master.

After the initial five (5) working days of storage, all vehicles impounded for a violation of the Vehicle Impoundment Ordinance shall also be removed by Permittee to a City storage facility without charge to the City.

The Permittee shall not divulge any information with respect to a towed vehicle when such vehicle has a police hold. Anyone wishing to obtain information on a vehicle with a police hold shall be referred to the MBPD.

7. STORAGE PROCEDURES FOR VEHICLES

The Permittee shall provide storage for impounded vehicles in its outside storage area unless specific written instructions are given for inside storage by the impounding MBPD-a City Police officer or City Parking Enforcement Specialist.

If required by the City for proper processing for investigative purposes, the Permittee shall move an impounded vehicle to an area designated by the City Manager or his designee, within the City limits, prior to storage, at no additional charge to the City. When the City orders a vehicle involved in a criminal investigation to be towed to a location ~~only~~ other than Permittee's storage facility, that vehicle may only be released from such location to the owner and/or lien holder, and then only upon prior written approval by ~~an MBPD~~ a Police supervisor. If so approved, the City shall be responsible for the initial tow charges. Notwithstanding the preceding, and in the event the vehicle was not claimed by the owner or lien holder at the location where the investigation took place, the City shall not be held responsible for, nor required to, assure that further arrangements have been made (or pay) for towing and storage following completion of the vehicle processing. Permittee shall return any such vehicle to the Permittee's storage ~~area~~ facility (and the City shall only be responsible for the cost of the initial tow).

8. LOCATION CHANGES OF IMPOUNDED VEHICLES

Permittee shall not change the type of storage (inside ~~and~~/or outside) or storage location without the prior written approval of the City Manager or his designee

9. ATTENDANT ON DUTY

The Permittee shall ~~make~~ have sufficient attendants available, on a 24-hour, 7-days a week basis, ~~attendants~~ for immediate response to calls for service from the City. Permittee shall ~~also~~ have ~~adequate~~ sufficient personnel available to staff its on-premises facility, on a 24-hour, 7-days a week basis, for the purpose of dispatching calls and releasing towed vehicles.

10. VEHICLE LOADING

All vehicle loading shall only be conducted ~~on~~ within Permittee's premises ~~(off-street and interior to storage lot)~~. The use of a forklift or similar device shall be strictly prohibited on any City right-of-way.

11. EQUIPMENT

Permittee shall be solely responsible for operating and maintaining any and all equipment, as required to satisfactorily perform the work/services required under the Permit. All equipment shall be maintained in a state of readiness for response. In the event that Permittee utilizes any equipment not owned by it, the City shall require that Permittee demonstrate, to the City Manager's or his designee's satisfaction, that it has the primary use and control of such equipment throughout the Permit term (whether by providing proof of an equipment lease, or other legally binding contract evidencing use and control of any required equipment). Any equipment not owned by Permittee must be made available to Permittee on a first priority basis.

At a minimum, Permittee shall maintain and have available during the Permit term the following type(s) of equipment:

A. WRECKERS (TOW TRUCKS)

All wreckers will be registered and shall have appropriate licenses to operate as wreckers. Permittee's towing license number shall be displayed on the front of the vehicle in letters at least three (3") inches high. Permittee's company name shall be displayed on the driver and passenger side of the

vehicle in letters at least three (3") inches high. The company's address and telephone number shall be displayed on the driver and passenger side of the vehicle in letters at least one (1") inch high.

All wreckers shall display a current decal issued by the City. Permittee shall maintain mobile equipment between its trucks and base stations.

B. MINIMUM RATINGS FOR WRECKERS

Wreckers shall meet the following minimum ratings:

- (1) Class "A" Wrecker:
 - (a) Commercially manufactured unit, with a rated capacity of not less than 10,000 pounds, GVW
 - (b) Cab to axle dimension of not less than 56 inches
 - (c) Dual rear wheels
 - (d) Commercially manufactured boom with a minimum capacity of 8,000 pounds
 - (e) Hydraulically operated winch(es) with a minimum total winching capacity of 8,000 pounds
 - (f) One hundred (100') feet of 3/8 inch steel core cable per winch
 - (g) Wheel life with a retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds
 - (h) Tow sling with a safe lift rating of 3,500 pounds
 - (i) Two (2) 3/8 inch high test safety chains
 - (j) Dolly equipped

- (k) One (1) motorcycle sling
- (l) Four-way lug wrench
- (m) One (1) pair of jumper cables
- (2) Class "A" Slide Back Car Carrier:
 - (a) Commercially manufactured unit, with a rated capacity of not less than 10,000 pounds, GVW
 - (b) Cab to axle dimension of not less than 102 inches
 - (c) Dual rear wheels
 - (d) Seventeen (17') feet or longer hydraulically operated slide back or tilt bed
 - (e) Hydraulically operated winch(es) with a minimum total winching capacity of 8,000 pounds
 - (f) Sixty five (65') feet of 3/8 inch steel core cable
 - (g) Two (2) tie down chains, each ten (10') feet in length
 - (h) Four-way lug wrench
 - (i) One (1) pair of jumper cables
- (3) Class "B" Wrecker:
 - (a) Commercially manufactured unit, with a rated capacity of not less than 18,000 pounds, GVW
 - (b) Cab to axle dimension of not less than 84 inches
 - (c) Commercially manufactured hydraulic boom(s) with a minimum total capacity of 16,000 pounds
 - (d) Hydraulically operated winch(es) with a minimum total winching capacity of 16,000 pounds

- (e) Two hundred (200) feet of ½ inch steel core cable per winch
 - (f) Under reach with a retracted rating of not less than 6,000 pounds and an extended rating of not less than 4,000 pounds
 - (g) Tow sling with a safe lift rating of 8,500 pounds
 - (h) Two (2) 5/16 inch alloy safety chains
 - (i) Tow bar equipped
 - (j) Two (2) snatch blocks, minimum 8,000 pound capacity each
 - (k) Two (2) scotch blocks
 - (l) Brake lock
 - (m) Six (6') to eight (8') feet of extra towing chain with hooks, minimum 4,000 pound capacity chain with hooks, minimum 4,000 pound capacity
 - (n) Four-way lug wrench
 - (o) One (1) pair of jumper cables
- (4) Class "B" Slide Back Car Carrier:
- (a) Commercially manufactured unit, with a rated capacity of not less than 20,000 pounds, GVW
 - (b) Cab to axle dimension of not less than 138 inches
 - (c) Dual rear wheels
 - (d) Twenty one (21') feet or longer hydraulically operated slide back or tilt bed
 - (e) Hydraulically operated winch with a minimum winching capacity of 8,000 pounds

- (f) One hundred (100') feet of 3/8 inch steel core cable
 - (g) Two (2) tie down chains, each ten (10') feet in length
 - (h) One (1) snatch block, minimum 8,000 pound capacity
 - (i) Four-way lug wrench
 - (j) One (1) pair of jumper cables
 - (k) Commercial Non-restricted license plate
- (5) Class "C" Wrecker:
- (a) Commercially manufactured unit, with a rated capacity of not less than 36,000 pounds, GVW
 - (b) Cab to axle dimension of not less than 144 inches
 - (c) Commercially manufactured boom(s) with a minimum total capacity of 50,000 pounds
 - (d) Winch(es) with a minimum total winching capacity of 50,000 pounds
 - (e) Two hundred (200') feet of 5/8 inch steel core cable per winch
 - (f) Under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds
 - (g) Rear support jacks or outriggers
 - (h) Tow sling with a safe lift rating of 12,000 pounds
 - (i) Two (2) ½ inch alloy safety chains
 - (j) Tow bar equipped

- (k) External air hookup and hoses to supply air to disabled vehicles
- (l) Two (2) snatch blocks, minimum 24,000 pound capacity each
- (m) Two (2) scotch blocks
- (n) Spring brake - air lock
- (o) Six (6') to eight (8') feet of extra towing chain with hooks, minimum 4,000 pound capacity
- * Where two (2) Class "C" wreckers are required, at least one (1) shall be under reach equipped.

C. ADDITIONAL EQUIPMENT REQUIRED ON EACH VEHICLE

- (1) Two-way radio
- (2) Proper safety lights
- (3) Amber rotation dome light
- (4) Two (2) flood lights to rear
- (5) Sand (50 pounds minimum)
- (6) Heavy duty sweeping broom (24" wide)
- (7) Two (2) safety cones (day-glow orange, 3 feet high)
- (8) One set of three (3) reflectors
- (9) Six (6) thirty minute flares
- (10) Flat shovel
- (11) Ax
- (12) Fire extinguisher 5 lb. dry chemical underwriter approved
- (13) First aid kit - minimum 16 units

D. COMMUNICATIONS SYSTEM

Permittee shall, at its sole cost and expense, provide its own two-way radio communications system, ~~or alternate communications system, as may be approved by the City Manager or his designee (upon written request by Permittee and prior to implementation of such alternate system).~~ The communications system shall be between the Permittee's base station and service trucks utilized in providing work/services under the Permit. In addition, Permittee shall provide the City's Parking Department with a radio to communicate with Permittee.

E. ~~TECHNOLOGICAL IMPROVEMENTS~~BODY WORN CAMERAS

(1) Permittee shall, at its sole cost and expense, and prior to commencement of the Permit term, procure and implement a Body Worn Camera (BWC) program and ensure that ~~their~~its drivers utilize the camera when performing a City tow, ensuring that actions resulting in additional charges are clearly documented.

F. GPS ~~VEHICLE~~ TRACKING SYSTEM

(24) Permittee shall, at its sole cost and expense, and prior to commencement of the Permit term, procure, install, and implement a GPS vehicle tracking system on all of its vehicles that provide towing services to the City ~~pursuant to the Permit~~, which will be accessible to the City for monitoring purposes only, in accordance with the following procedures:

(a) Permittee shall implement the use of a GPS tracking system, ~~that meets the City's minimum specifications and standards, incorporated herein by reference and attached as Exhibit "A" hereto~~The specifications of the system shall be submitted to the City for approval ~~(the approved GPS tracking system);~~

(b) Prior to the commencement of work/services under the Permit, Permittee shall have the approved GPS tracking system installed and operational in all vehicles that provide towing services to the City, ~~pursuant to the Permit, and shall certify to the City, in writing, substantially in the form attached as composite Exhibit "B" hereto, that it is compliant with this requirement. Permittee shall also be required to provide additional certifications as may be requested, from time to time, by the City Manager or his designee.~~ Non-compliance with this requirement may be grounds for suspension or revocation of the Permit pursuant to Code Section 102-220;

(c) Notwithstanding anything to the contrary contained herein, ~~the City~~ Permittee specifically acknowledges and agrees that Permittee must have the GPS turned on at all times on all vehicles utilized to respond to City's requests for tows. ~~may deactivate the GPS tracking system on any vehicle that is not in the process of providing towing services to the City pursuant to the Permit; provided, however, that Permittee shall maintain the GPS tracking system active at all times on no less than two of its vehicles and/or on the number of vehicles sufficient~~ on a number of vehicles

~~sufficient to respond to the City's requests for tows within twenty (20) minutes of receipt of the request.~~

12. EMPLOYEES OF PERMITTEE

Permittee shall be solely responsible for the means and methods for selecting, training, directing, instructing, disciplining, hiring and firing of its employees and/or contractors provided that at all times during the Permit term, Permittee shall be solely responsible for ensuring that it shall have sufficient, and qualified, trained personnel to fulfil its obligations under the terms of the pPermit, and employing (or otherwise retaining) such personnel as is necessary for Permittee to satisfy the requirements of the Permit and so as to satisfactorily perform the work ~~and~~ services required under ~~the~~ such Permit.

a. Permittee shall perform driver's license screening on all employees with driving responsibilities at the beginning of each contract year and at upon the hiring of new drivers. and a copy of each employee's driver's license and screening report shall be kept ~~on~~ file by Permittee and provided to the City at the beginning of each contract year and at upon the hiring of a new driver. ~~made available upon request of the City Manager or his designee.~~

b. Permittee shall be required to provide all employees with uniforms, which shall be subject to the prior written approval by the City Manager or his designee.

c. Permittee shall perform drug test screening on all employees at the beginning of each contract year and at upon the hiring of a new employee, as well as at the request of the City Manager, and shall provide pass/fail results to the City Manager or his designee, ~~upon request.~~

Any and all employees and/or other individuals retained by Permittee, shall not, for any purposes, be considered to be employees of the City of Miami Beach, and Permittee shall be solely responsible for their supervision and daily direction and control.

It is the intent of the City and Permittee, and Permittee acknowledges, that the Permittee is legally considered to be an independent contractor and that neither it, nor its officers, directors, employees, agents, contractors or ~~servants~~consultants, shall, under any circumstances, be considered officers, directors, employees, contractors, agents or ~~servants~~consultants of the City, and that the City shall at no time be legally responsible or liable for any negligent acts, errors, omissions, or misconduct on the part of Permittee, or any of its officers, directors, employees, contractors, agents or ~~servants~~consultants. Additionally, ~~toward that end~~, Permittee agrees to have no markings on either its vehicles, buildings, equipment, or correspondence that indicates or ~~tends to indicate~~implies any official relationship between the Permittee and the City of Miami Beach.

13. REQUESTS FOR TOW SERVICE

All requests for service by the City shall be made through the MBPD or by a City Parking Enforcement Specialist. The dispatching unit of the MBPD or the City's Parking Department will assign tows to Permittees on a rotating basis, alternating every tow.

The City reserves the right to cancel a request for Permittee's services on a particular tow, at any time, up to the time of hook-up of the vehicle. Permittee acknowledges and agrees that the mere response to a City service call, without other action, shall not constitute a service for which charges are applicable.

Except in situations where a vehicle has a “police hold,” if the registered owner of the vehicle (or other legally authorized person in control of the vehicle) arrives at the scene of the tow prior to the towing or removal of the vehicle, the vehicle shall be disconnected from the towing or removal apparatus, and the vehicle owner (or legally authorized ~~individual~~ person in control of the vehicle) shall be allowed to remove the vehicle, without interference (See also Section 23 herein).

In those situations where the immediate removal of a legally parked vehicle is necessary in the interest of public safety including, without limitation, due to a fire, storm, flood, other ~~emergency~~ act of God, riot, civil disturbance, or a crime scene, upon prior authorization of a commanding officer or supervisor of the MBPD, the Permittee shall remove the vehicle to the nearest public parking area (where parking is available), at no cost to the City (or to the owner of the vehicle).

If, at the option of the MBPD officer or Parking Enforcement Specialist at the scene of a tow, the vehicle requires special weather protection, it will be so noted on the vehicle storage receipt, and the Permittee shall be required to cover the vehicle completely with a weatherproof material and, accordingly, shall be allowed to charge the sum of fifty cents (\$.50) per day for this service.

If a request for a tow involves the removal of a vehicle ~~(or boat)~~ vessel which is located underwater, the Permittee shall provide underwater divers to handle the hook-up of such vehicle ~~(or boat)~~ vessel. Underwater recovery salvage divers must be SCUBA certified. For every diver, duty time shall be computed from the time of arrival at the scene to the time the vehicle ~~(or boat)~~ vessel is rigged and hoisted to dry land.

14. DELAYS

Permittee shall respond to requests for tows within twenty (20) minutes of receipt of the request. In the event that Permittee cannot respond within twenty (20) minutes, it shall notify the requesting City party of the estimated time of delay and the reasons thereof, and the City shall have the option, at its sole discretion, to cancel the request and contact another Permittee, without cost ~~and/or other~~ any liability to the Permittee to which the initial request for tow was directed.

15. REMOVAL OF HAZARDS

Upon arrival at the scene of a tow, Permittee's tow truck operator shall promptly remove any hazards or debris from the public right of way prior to proceeding to impound the vehicle.

16. IMPROPER TOWS

~~An MBPD~~ Police supervisor or Parking Enforcement supervisor may request Permittee's tow truck operator to release a vehicle that has been engaged (but not removed from the scene of the tow) should the impoundment of the vehicle be deemed improper by said supervisor. The release of the vehicle shall be authorized in writing by such supervisor by signing in the indicated section of the tow slip. The supervisor's decision shall be final and the tow truck operator shall proceed and comply with the release. The City shall be responsible for payment of the towing fees for an improper tow.

Any vehicle released pursuant to an improper tow under this Section ~~15-16~~ shall be towed to any location the owner or driver requests within the limits of Miami-Dade County, at mileage rates in accordance with the published rates. In instances where a vehicle has been improperly towed and such vehicle belongs to a disabled operator,

Permittee shall deliver said vehicle to the original scene of the tow or to such other location within the City (as directed by the City) and the City shall pay the towing fees.

17. IMPOUND REPORTS/OWNER NOTIFICATION

When the City requests that a vehicle to be towed, an inventory and written record of all personal property found in the vehicle before the vehicle is removed by Permittee will be prepared. The MBPD-Police officer or Parking Enforcement Specialist on the scene of the tow will be responsible for obtaining the information required for the vehicle storage receipt. Permittee shall not remove a vehicle from the scene of a tow without a copy of a vehicle storage receipt.

Permittee shall be solely responsible for ensuring that an impounded vehicle remains in the same condition and retains the same equipment at the time of release that it had at the time it was impounded. The Permittee shall also be solely responsible for any article(s) of value left in the vehicle and listed on the vehicle storage receipt. The Permittee shall replace any equipment and/or article(s) of value upon verification of the loss by the City Manager or his designee.

Permittee shall be responsible for notifying the registered owner of the vehicle, or lien holder, via certified mail, return receipt requested, of the whereabouts of the vehicle within twenty four (24) hours of impoundment. If, at the time of impounding, the name and address of the registered owner or lien holder is not readily available, Permittee shall notify the City Manager or his authorized designee, in writing, and the City shall use reasonable efforts to provide this information to Permittee within five (5) working days from the first date of storage of the vehicle. Upon receipt of the name and address of the registered vehicle owner or lien holder, Permittee shall notify the party(ies) of the whereabouts of the vehicle, certified mail return receipt requested. The notice(s) shall

be sent within seven (7) days from the first date of storage (or within seven (7) days from Permittee's receipt of the information from the City). Telephone notice shall also be given whenever possible.

Notwithstanding the preceding paragraph, if the ~~s~~State of registration is unknown, the Permittee shall utilize best efforts in notifying the registered owner or lien holder of the whereabouts of the impounded vehicle, within a reasonable period of time from the first date of storage. At a minimum, "best efforts" means that Permittee has performed the following due diligence to establish the state of registration:

1. Check of vehicle for any type of tag, tag record, temporary tag, or regular tag;
2. Check of law enforcement report for tag number or an out-of-state address indicated from drivers license information (if the vehicle was towed at the request of a law enforcement officer);
3. Check of trip sheet or tow ticket of tow truck operator to see if a tag was on vehicle at beginning of tow (if private tow);
4. Check of vehicle for inspection sticker or other stickers and decals that may indicate a state of possible registration; and
5. Check of the interior of the vehicle for any papers that may be in the glove box, trunk, or other areas for a state of registration.

The Permittee shall maintain a separate log of vehicles in which the owner or lien holder cannot be determined, which log shall be kept at Permittee's principal place of business, and which shall list the date and time of the tow, location towed from, total towing and storage charges, and best efforts made to notify the owner or lien holder.

18. VIEWING OF IMPOUNDED VEHICLES

Permittee shall allow the registered owner of an impounded vehicle, or the registered owner's authorized representative (including, without limitation, an insurance representative), upon producing proper identification, to view and inspect the vehicle within a reasonable time upon ~~his/her~~ their arrival at Permittee's storage facility, and before payment of any charges. The vehicle owner (or authorized representative) shall be permitted to remove any personal possessions from the vehicle that are not affixed to the vehicle (including telephones, tapes, tools, etc.), and the Permittee shall reasonably assist the owner (or authorized representative) in doing so. The vehicle owner (or authorized representative) shall acknowledge receipt of all personal property on a form provided by Permittee.

19. VEHICLE RELEASES

Permittee shall release an impounded vehicle to the registered vehicle owner (or authorized representative) upon payment of the appropriate fee(s), and no later than thirty (30) minutes from receipt of such payment. The Permittee shall release any vehicle except a vehicle that has been marked as a "police hold".

A person ~~or persons~~ who s make application for the release of a vehicle shall be required to produce proof that ~~he/she (or they)~~ are either the registered owner of the vehicle or, in cases where release is not to the owner(s), that ~~he/she or~~ they have been designated as the owner's legally authorized representative. For a registered owner ~~(s)~~ sufficient proof may be demonstrated by presentation of the vehicle title or registration and photo identification. For legally authorized representatives of the owner ~~(s)~~, proof of agency shall be required which may include, without limitation, a written permission fully executed by the authorized owner ~~(s)~~, a duly executed power of attorney, such other written documentation evidencing that the person claiming release of the vehicle is

authorized to do so by the owner~~(s)~~. A photo ID will also be required. A photocopy of the documentation and of the photo ID used for the vehicle release shall be attached to the copy of the vehicle storage receipt. ~~(S)~~such copies shall be clearly legible/identifiable).

Notwithstanding the preceding, or any other term or condition of the Permit, Permittee shall be solely responsible for whatever means and methods, as it deems necessary to ensure and ascertain that a vehicle has been released to the registered owner~~(s)~~ or a duly authorized representative of the owner~~(s)~~ and the City shall have no liability, whether to Permittee, the vehicle owner~~(s)~~, or any other third parties, as a result of an improper or erroneous release of a vehicle by Permittee.

All vehicles that have not been claimed shall be disposed of according to applicable law~~(s)~~. Permittee will be required, within three (3) days after a sale or, if a title is surrendered for payment, to submit to the City a detailed listing of the vehicle identification number, tow receipt number, police case number (if applicable), year, make, model of vehicle, monies received, and the purchaser's name, address and local telephone number.

In the event that a vehicle is "junked," Permittee shall provide the City with a copy of the certificate of destruction (as required by State law). This copy shall be attached to the copy of the vehicle storage receipt. In the release section of the vehicle storage receipt, information shall be recorded as to the name, address, and local telephone number of the person or company that takes possession.

In cases where the registered owner~~(s)~~ of the vehicle relinquishes all claims to the vehicle and transfers ownership of the vehicle to Permittee, Permittee shall not charge a fee for services rendered.

Permittee shall notify the City Manager or his designee of all abandoned/unclaimed vehicles prior to such vehicles being slated for auction. All vehicles slated for auction must first be approved in writing by the City Manager or his designee. The City shall have the right to bid on such vehicles, and may obtain title upon payment of towing and storage charges, provided there are no other bidders. The City Manager shall designate an MBPD representative to track the vehicle auctions and make the appropriate bidding on behalf of the City.

20. EMERGENCY TOWING OF CITY VEHICLES

Permittee shall provide emergency towing services for City fleet vehicles at no charge to the City, for maximum of sixty two (602) vehicles per year per companyPermittee. Each Permittee shall provide such services for one month at a time, on a rotating basis. This service is designed to remove and secure fleet vehicles owned by the City which become disabled. Such emergency service is limited to Miami-Dade and Broward Counties. Whenever the maximum of sixty (60) vehicles is met by each companyPermittee, the City may shall be billed for the subject tows at \$50.00 dollars per tow.

Permittee may receive requests for emergency towing of City vehicles from the City Manager or his designee, who will provide Permittee with the following information:

1. location of the vehicle, with the nearest street address;
2. make, year, model and tag number of the City vehicle, together with all information available as to the condition of the vehicle; and
3. name of the City employee operating the vehicle.

The Permittee shall tow and return a disabled City vehicle to the Mechanical Maintenance Garage at 140 MacArthur Causeway. Disabled MBPD vehicles

may, at the instruction of the police officer operating the vehicle, be towed to the Miami Beach Police Station at 1100 Washington Avenue ~~(instead of the Mechanical Maintenance Garage).~~

21. ABANDONED VEHICLES

Permittee shall remove abandoned vehicles on public streets, highways, right of ways, and other City or publicly owned property, upon request of the City Manager or his designee. For purposes of this section, the term "vehicle" shall include, without limitation, automobiles, trucks, truck bodies, and house trailers (including vehicles which may be partly or entirely dismantled, or consist of only a major portion of the body or framework).

~~An MBPD~~ Police officer or a City Parking Enforcement Specialist shall issue and affix stickers on abandoned vehicles. After a minimum of two (2) days, if the vehicle is not removed, it may be towed at the request of the City. However, vehicles parked where parking is prohibited, or so as to be a hazard or obstruction to traffic, ~~may~~ must be towed immediately.

Notwithstanding the preceding paragraph, vehicles properly parked in one of the City's Residential Parking Permit Districts and displaying a valid Residential Parking Decal shall not be regarded as abandoned.

Permittee shall notify, by certified letter return receipt requested, the registered vehicle owner or lien holder, advising of the vehicle location, and that the vehicle must be claimed within thirty-five (35) days (including full payment of towing, storage, and any other charges).

Abandoned vehicles may be stored at Permittee's authorized storage facility, or at a salvage company located outside the City limits.

Permittee shall pay the City twenty dollars (\$20.00) per tow for every abandoned vehicle that Permittee tows.

Permittee shall assume and be solely responsible for, and shall fully defend, indemnify and hold the City, its officers, employees, agents, contractors, and ~~servants~~consultants, harmless from and against all claims and demands by any and all parties whatsoever ~~for violation related to (and including but not limited to alleged violation of)~~ of Section 713.78(5), Florida ~~State~~ Statutes (as same may be amended from time to time). The Permittee shall pay all judgments obtained by reason of a violation of Section 713.78, Florida Statutes, as specified in suit or suits against the City, including all legal costs, court expenses and attorney fees, and other like expenses. Permittee shall have the right to join in the defense of such suits.

22. MAXIMUM ALLOWABLE RATES

The City Commission shall establish the maximum allowable rates for towing, removal, and storage services provided under the Permit. The Permittee shall not charge in excess of the following maximum allowable rates established by the City (as same may be amended from time to time):

See Section M, entitled herein "Miami Beach Resident Discount" below for Resident rates.

- A. **The first eight (8) hours of storage shall be without charge.** Permittee shall document date and time of vehicle intake and also the date and time of retrieval of said vehicle by customer. Time shall be documented via an electronic time keeping stamping device that reflects the time either in military format or including a.m./p.m. as applicable, to avoid confusion and manipulation of data.

Thereafter the following storage rates shall apply per day:

- (1) Inside-Interior
 - (a) Motorcycles or Scooters \$12.00
 - (b) Any vehicle less than 20 feet in length and 8 feet in width \$30.00
 - (c) Any vehicle over 20 feet in length \$40.00
- (2) Outside-Exterior
 - (a) Motorcycles or Scooters \$10.00
 - (b) Any vehicle less than 20 feet in length and 8 feet in width \$30.00
 - (c) Any vehicle over 20 feet in length \$30.00
- (3) Boat and Trailer (Owner's Unit)
 - (a) Unit under 20 feet in length \$20.00
 - (b) Unit 21 feet to 35 feet in length \$35.00
 - (c) Unit over 35 feet in length \$45.00

B. Tow Rate Class "A" Tow Truck and
Class "A" Car Carrier, including:

1. First 30 minutes at the scene ~~\$140~~1550.00
2. Unlocking door
3. Dropping/hooking up linkage
- ~~4. Wheel lift equipment~~
- ~~5. Use of Dolly~~

C. Class "B" Tow Truck including:

1. First 30 minutes at the scene ~~\$15~~45.00
2. Unlocking door

3. Dropping/hooking up linkage

~~4. Under reach equipment~~

D. Class "C" Tow Truck including:

1. First 30 minutes at the scene \$~~175~~180.00

2. Unlocking door

3. Dropping/hooking up linkage

~~4. Removal of air dams, shafts, or axles~~

~~5. Air hookup~~

~~6. Under reach equipment~~

E. Tow Rate Class "D" Tow Truck, including:

1. First 30 minutes at the scene \$~~200~~220.00

2. Unlocking door

3. Dropping/hooking up linkage

~~4. Removal of air dams, shafts, or axles~~

~~5. Air hookup~~

~~6. Under reach equipment~~

F. Tow Rate Class "B" or "C" Car Carrier \$125.00

including:

1. First 30 minutes at the scene

2. Unlocking door

3. Dropping/hooking up linkage

G. Use of Contractor's Boat Trailer, any length, including storage, per day:

1. Trailer up to 18 feet in length \$ 50.00

2. Trailer 18 to 30 feet in length \$ 75.00

3. Trailer over 30 feet in length \$150.00

H. Special and additional charges

1. Extra labor or extra waiting time \$16.50 per hour after the first 30 minutes at the scene and prorated after the 1st hour in 15 minute increments.

2. Mileage charges: _____: \$6.00 per mile, maximum of \$42

_____ per tow

3. _____ Administrative fee: _____

\$35.00 maximum per tow

This fee must be documented by attaching title or owner

search results to the tow receipt submitted to the City.

Undocumented search will result in a \$70.00 penalty.

4. _____ Dollies or Flatbed Services: _____

\$40.00

Usage of Dollies and Flatbed is only allowed on-site prior to

or in the process of moving the vehicle and must be

documented on-site with a body worn camera. If not properly

documented, a penalty of eighty \$80.00 dollars will be

imposed.

5. ~~Labor to Engage/Tow:~~ _____

~~This is not an automatic fee and may only be imposed when access to enter the vehicle is required to properly engage/tow vehicle.~~

_____ ~~\$30.00~~

~~(this charge would no longer apply, it is included in base tow charge)~~

6. After Hours Fee: \$30.00

An After Hours Fee may be assessed for tows retrieved between the hours of 5:00 PM and 8:00 AM. Monday through Friday and Saturday and Sunday all day. _____ \$30.00

I. Road Service. Jump start, delivery of gas, door opening, tire change when there is no tow _____ \$ 20.00.

J. Cost of any waiting time or extra labor (i.e., "retrieving", special handling) accomplished within thirty (30) minutes of arrival at the scene of a tow shall be included in the base tow rate. If, and only if, such waiting time or extra labor consumes more than thirty (30) minutes, an extra waiting time or extra labor charge, per fifteen (15) minutes or any fraction thereof, may be assessed (commencing thirty (30) minutes after arrival at the scene). Any extra waiting time or extra labor charge authorization should be made by the MBPD Police officer or Parking Enforcement Specialist on the scene, whenever possible, and shall be so indicated in writing on the vehicle storage receipt.

K. A maximum administrative charge, not exceeding \$~~30~~35.00 (and not as an automatic "add-on", but only when required to comply with Florida Statutes), may be imposed by Permittee for administrative services such as processing of paperwork, clerical work, or title research. "Administrative charges" are defined as costs associated with verification of a vehicle identification number; search of vehicle for ownership information; preparation of paperwork required by Florida Statutes; preparation and mailing of the notification letter(s); and preparation of vehicle for auction (including notification to owner or lien holder). Administrative charges shall not be imposed on vehicles with a "police hold" until or unless the hold is removed. Storage for City (confiscated) vehicles with "police holds" is free of charge to the City.

L. Indexing Provision:

The City Manager or his designee may initiate an administrative review of the Maximum Allowable Rates whenever the cumulative change in the Consumer Price Index (CPI – All Urban consumers – US City average – All items – Base Period 1982–84 = 100) (CPI), between the current CPI and the date of the CPI used to establish the last rate adjustment, is greater than five percent (5%). Upon reaching this threshold and, further, following a survey conducted by the City of maximum allowable towing rates for similar services in surrounding communities, and/or an analysis to review the current cost of providing such services, the City Manager or his authorized designees shall prepare a recommendation as to whether there should be an adjustment to the Maximum Allowable Rates; which recommendation shall be subject to final approval by the Mayor and City Commission.

M. Miami Beach Resident Discount

~~The rate adjustments to the Maximum Allowable Rates set forth in Section 22 hereof shall not apply to~~ City of Miami Beach residents shall receive a 20% discount to the Maximum Allowable Rates set forth in Section 22 hereof (such ~~exemption(s)discount~~ for City of Miami Beach residents shall hereinafter be referred to as the “Miami Beach Resident Discount”). In order to be eligible for the Miami Beach Resident Discount, residents must provide proof of residency within the City of Miami Beach, and their driver’s license information must match the registration information of the vehicle being towed. Permittee shall maintain a log documenting discounts given to City residents pursuant to the Miami Beach Resident Discount, which log shall be available for inspection and copying by the City Manager or his designee, upon request. Permittee shall prominently post a sign displaying the Maximum Allowable Rates for both City and non-City residents within the area(s) on its premises designated for the vehicle owner or his agent to transact business.

23. RESPONSIBILITY FOR PAYMENT

The vehicle owner (or legally authorized representative) of the vehicle shall be responsible for payment of charges imposed by the Permittee, due upon vehicle release.

The City shall not be responsible for any charges imposed for towing and storage, or for securing payments due upon vehicle release.

Permittee ~~shall~~ must accept ~~credit cards as payment in addition to one of~~ the following ~~as acceptable~~ forms of payment: cash, credit cards, travelers checks, or personal bank checks drawn on a bank in Miami-Dade, Broward, or Monroe Counties, ~~or credit cards~~. The Permittee is allowed to offer a discount discount for cash

payments. Permittee may require two (2) forms of identification, one of which shall be a picture identification. The Permittee is allowed to offer a discount for cash payments.

Permittee shall install and continuously operate and maintain in good working order at least one (1) automatic teller machine (ATM) on its premises.

24. WAIVER OF “DROP FEES”

Drop fees occur when a vehicle owner (or other legally authorized person in control of the vehicle) arrives on the scene of a tow, prior to removal of the vehicle from the scene, and the vehicle has been engaged (hooked) by the tow truck, but has not left the scene. Although Florida law and Section 106-261 of the City Code allows Permittee to assess a “drop fee” (of not more than 50% of the posted towing rates), and continuing throughout the Permit term, Permittee hereby agrees to voluntarily waive any and all drop fees for registered vehicle owners or other legally authorized person in control of the vehicle arriving at the scene prior to the removal or towing of the vehicle. The provisions of this section shall not apply where a vehicle has a “police hold”.

25. REPORTS AND FILES

The Permittee shall maintain the following records at its principal place of business within the City:

A. Permittee shall provide standardized, printed, sequentially numbered, City designed invoice forms listing the nature of the work performed by it for tows. An invoice shall be made for each and every vehicle towed.

Permittee shall keep on file for three (3) years from the expiration of the permit, copies of all paid invoices, together with vehicle storage receipts, and any and all impound logs (filed sequentially by [MBPD-Police](#) case number or Parking Department sequentially numbered forms) during the Permit term. These records shall be subject to inspection by the City or its authorized representatives during regular business hours.

B. Standardized, printed, sequentially numbered vehicle storage receipts (yellow and goldenrod copies) for each and every vehicle towed by authority of the City, indicating reason for impoundment, vehicle description, date and time towed, location towed from and to, date and time released, proof of ownership notification, and all itemized charges.

Once the release occurs, the yellow copy is to be returned to the City with information including name, address, and telephone number of the individual to whom the vehicle was released (This information must appear legibly on both the yellow and goldenrod copies). The goldenrod copy will be retained by Permittee. These files will be maintained sequentially according to the MBPD or Parking Department case number.

C. A log of all calls for service by the MBPD and/or Parking Department on a weekly basis.

D. An Impound/Notification Log indicating, at a minimum, date, time and method of notification to the registered owner of an impounded vehicle.

E. A log indicating vehicles to be auctioned, date of auction, name and address of owner and lien holder, and date contacted.

F. A log indicating vehicles sold at auction, date auction notice was published, proceeds of auction, and distribution of proceeds.

G. Permittee shall keep on file for three (3) years from the expiration of the permit, copies of all paid invoices, together with vehicle storage receipts, and any and all impound logs (filed sequentially by MBPD case number or Parking Department sequentially numbered forms) during the Permit term. These records shall be subject to inspection by the City or its authorized representatives during regular business hours.

All of Permittee's files, records, and logs shall be available for inspection by the City or its authorized representatives during regular business hours. Permittee shall make available adequate work space including, but not limited to, a table and chair, for City representatives inspecting records.

26. FORWARDING REPORTS TO POLICE DEPARTMENT, PARKING DEPARTMENT AND THE CITY MANAGER'S OFFICE

The Permittee shall be solely responsible for forwarding to the following reports to the MBPD, Parking Department, and the City Manager's Office, by 3:00 P.M. of each Friday during the Permit term:

- A. Copies of all vehicle storage receipts for vehicles released the previous week, together with copy of completed numbered invoice for each vehicle.
- B. Original log of all calls for service by the on a weekly basis.
- C. Original log of all vehicles with police holds in the custody of Permittee.
- D. Original impound/notification Log for previous week.
- E. Original log completed prior to vehicle auctions.
- F. Copy of public notice of auction (10 days prior to auction).
- G. Original log completed immediately following auction.

All copies shall be legible. Originals shall be provided, upon request by the City Manager or his designee.

27. INSPECTIONS AND AUDITS

Permittee agrees that all of its records, equipment, personnel, office and storage facilities will be subject to periodic inspection and audits by the City Manager or his authorized representative and, in the case of inspection checks, without the need for prior notice to Permittee.

~~The City and Permittee agree to the procedures, systems, and controls attached as Exhibit "C" hereto, for the purpose of the City conducting financial audits concerning Permittee's operations pursuant to the Permit.~~

28. ETHICS AND CONDUCT

The Permittee shall conduct its business in an orderly, ethical, and business-like manner at all times, and shall use every means to obtain and keep the confidence of the public. All public contact shall be in a courteous and orderly manner.

29. COMPLAINTS AND DISPUTES

It is the sole responsibility of Permittee to address customer service issues in a polite, courteous, and respectful manner, regardless of the comportment of the complainant. Clearly, verbal or physical abuse is unacceptable and police assistance should be sought if a particular conflict escalates.

Any complaints received by the City concerning a violation by Permittee of Article V, Division 2, Sections 106-211 through 106-255 of the City Code, or these Administrative Rules and Regulations (including, without limitation, misconduct, excessive charges, poor business practices, damage to vehicles, etc.), shall be referred to the City's Chief of Police or to the City's Parking Director for investigation (depending

on which City department originated the tow). The respective department shall use reasonable efforts to notify Permittee (whether verbally or in writing) of any such complaints (including the specific nature thereof) within five (5) business days from receipt of the complaint. The Permittee shall provide written explanation and information with respect to the particular complaint, within five (5) business days from notice by the City. Permittee's response shall include identification of any proposed resolution(s) and corrective measure(s) to be taken.

A written disposition of the complaint will be forwarded to the Permittee (and complainant) upon completion of the City's investigation. The City Manager reserves the right, in his sole discretion, to require Permittee to refund all or any portion of the towing fees to a complainant, as liquidated damages, should the City rule in favor of the complainant.

If there have been three (3) or more substantiated complaints filed with the City within a ninety (90) day period during the Permit term, the City Manager may suspend the Permit for a period of up to thirty (30) days, with no reduction in the Permit fee.

30. "HOW'S MY DRIVING?" PROGRAM

Permittee shall be required to establish and continuously operate a tow truck driver safety improvement program, through an independent third party source that will establish a telephone contact and e-mail contact for receipt of complaints regarding unsafe tow truck operator driving throughout the City, which will be addressed by the Permittee to the satisfaction of the City Manager. Each vehicle will prominently display contact information for the public to report issues relating to the tow truck operator's driving. Upon request of the City Manager, Permittee shall provide a report from the

independent third party source identifying any and all complaints lodged against the Permittee; investigations conducted by the Permittee; and corrective actions taken by the Permittee to the satisfaction of the City Manager. Prior to implementation, the aforestated Program shall be reviewed and approved by the City Manager, which approval shall not be unreasonably withheld. Any changes to the approved Program shall also be subject to the prior written approval of the City Manager.

31. CUSTOMER SERVICE/INFORMATION ITEMS AND MATERIALS

It is the City's intent to ensure the highest levels of customer service are provide to its residents, visitors, and tourists. To this end, all of Permittee's employees, agents contractors, or servants that may have contact with customers with the general public must attend and participate in the City's Towing and Customer Contact Training. This training will specifically address customer relations training, including diffusing situations, demeanor/body language, and conflict resolution. All of Permittee's employees, agents, contractors or servants that have contact with customers or with the general public will be required to attend this training twice annually (every six months) throughout the term of the Permit. Permittee will further develop and issue informational materials providing answers to frequently asked questions, such as rates, directions/location of storage lots, and contact information.

32. CITIZENS BILL OF RIGHTS FOR TOWING

Permittee shall establish and continually operate and maintain a bilingual informational campaign, advising a vehicle owner who has been towed of his/her rights and important related information, including tow rates, methods of payment, and complaint contact information. Prior to implementation, the aforestated campaign shall be reviewed and approved by the City Manager, which approval shall not be

unreasonably withheld. Any changes to the approved campaign shall also require the prior written approval of the City Manager. Following approval of the Towing Bill of Rights by the City Manager, Permittee shall post notice on all of its service vehicles, identifying to the availability of a copy of the full Citizen's Bill of Rights to the general public, as well as advising the public of the "no drop fee" provision in Section 24. The notice on the vehicle shall be displayed in a prominent place on the vehicle and clearly visible and legible, in letters at least two (2") inches high.

33. NON-DISCRIMINATION POLICY

In connection with the performance of work/services under this Permit, Permittee shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Permittee shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

Permittee shall take affirmative action to ensure that employees are treated during their employment without regard to their race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

Permittee must complete and submit the City's Disability Non-Discrimination Affidavit (Affidavit). In the event Permittee fails to execute the City's Affidavit, or is found to be in non-compliance with the provisions of the Affidavit, the City may impose such sanctions as it may determine to be appropriate, including but not limited to, withholding assignment of tows to Permittee under the Permit until compliance, and/or cancellation, termination, or suspension of the Permit. In the event the City cancels or terminates the Permit pursuant to this Section, Permittee shall not be relieved of liability to the City for damages sustained by the City by virtue of Permittee's breach.

34. ASSIGNMENT

Permittees shall not assign, transfer, convey, sublet or otherwise dispose of this Permit, or of any or all of its rights, title or interest therein, or its or its power to execute such permit, to any person, company or corporation without the prior written consent of the City Commission.

35. CHANGES IN RULES AND REGULATIONS

Any amendment to these Administrative Rules and Regulations shall be subject to the prior written recommendation of the City Manager and, thereafter, approval of the City Commission. Any changes in the schedule of Maximum Allowable Rates shall also be subject to the prior recommendation of the City Manager and, City Commission approval. ~~Any change in the Maximum Allowable Rates requested by Permittee shall only be considered by the City on/or about October 1st of each year during the Permit term.~~

36. CITY CODE AND ADMINISTRATIVE RULES AND REGULATIONS INCORPORATED BY REFERENCE INTO PERMIT

The Permit shall incorporate by reference (as if fully set forth therein) Article V, Division 2, Sections 106-211 through 106-255 of the Miami Beach City Code, and these Administrative Rules and Regulations, as same (respectively) may be hereinafter amended from time to time, and compliance therewith shall be binding upon Permittee and required as a condition of the Permit.

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