

**ATTACHMENT A**

**CITY OF MIAMI BEACH**

**ADMINISTRATIVE RULES AND REGULATIONS**

**FOR**

**POLICE AND PARKING TOWING PERMITS**

**REVISED AS OF MAY 2021**

# **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)

### **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. 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, as requested 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 a towing business which has an established and satisfactory record of performance, and has available the required equipment, facilities, storage space, and personnel sufficient to ensure that the business can satisfactorily execute the work/services required.

An applicant must identify a facility which serves as its base of operations, and storage 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 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 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 Permittee 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 Permittee from any responsibility and/or liability under the Permit.

### **3. PERMIT FEE/MONTHLY BILLING**

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 remit payment to the City of any monthly Permit Fee collected by the 20<sup>th</sup> of each month, for the Permit Fee collected during the previous month. The Permit Fee shall be reduced to \$25.00 for each vehicle towed that receives a Miami Beach Resident Rate 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/services required under the Permit. As further consideration for the City's issuance of the Permit, Permittee expressly assumes all risks of damage or injury to property or persons used or employed by, 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/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 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 consultants ("Claims"), whether directly or indirectly, from the provision of

work/services under 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](mailto: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/her liability and obligation under this section or under any other section of this agreement.

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 required in this Section 4, within seven (7) days of receipt of written notice from the City Manager or his/her designee, the City reserves the right, upon written notice to Permittee, to terminate the Permit, without liability to the City.**

## **5. AUTHORIZED STORAGE FACILITIES AND ON PREMISES 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 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, 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.

Permittee shall provide a completely enclosed (interior) storage area (solid walls, roof, and access door), which must accommodate a minimum of five (5) automobiles. The enclosed (interior) storage area shall be appropriately and adequately secured against entry by unauthorized persons.

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. Permittee, at its sole cost and responsibility, shall be required to make 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/her designee prior to commencement of such use.

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 facility.

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

#### **B. On Premises Office**

In addition to the storage 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 Facilities and On Premises

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 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 authorized storage facility, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation, shall be submitted to the City Manager or his/her designee, within five (5) business days from the commencement of the Permit Term, for the Manager (or his designee's) review and approval.
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 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) may also be deemed a failure to comply under the terms of the Permit. Accordingly, in the event of such non-compliance, 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.

Whenever there is a police hold on a vehicle, and the Police Department has determined that the vehicle owner is financially responsible for paying those costs associated with the tow, the Permittee shall not charge any additional fees or charges beyond those maximum allowable rates as set forth within Section 22 herein. The applicability of this provision shall be triggered upon the Police Department's request that the vehicle be moved for processing or storage at any identified off-site facility or location.

The Police Chief or designee may request that the Permittee charge the City a fee, which must not exceed \$50, for the tow and release of a victim's or witness's vehicle. A victim's or witness's vehicle may be towed under the allowable free tows, as set forth within Section 20 of this permit. Such victim or witness vehicle(s) may be towed multiple times, as requested by the Police Department. In those instances of multiple

tows, only the first and second tows shall be subject to the towing fees. For example, a vehicle initially towed under the free tow allowance would incur a \$50 dollar charge if towed to a second location. Further tows, if necessary or requested, shall be free of charge to the City or the victim or witness. Moreover, if the first tow incurs a charge of the \$50 dollar fee, a second tow of the same vehicle shall only be subject to an additional \$50 dollar charge, (up to a maximum \$100 charge per vehicle), irrespective of how many tows, beyond two (2), the Police Department requests for such vehicles.

In the event 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/her 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 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/her 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), 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 Police Department

## **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 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/her 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 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 a Police supervisor. If so approved, the City shall be responsible for the initial tow charges at the agreed upon rate of \$50. 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 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 or outside) or storage location without the prior written approval of the City Manager or his/her designee.

#### **9. ATTENDANT ON DUTY**

The Permittee shall have sufficient attendants available, on a 24-hour, 7-days a week basis, for immediate response to calls for service from the City. Permittee shall have 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 within Permittee's premises. 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 or his/her 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
- (l) 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
  - (l) 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
- (14) Global Positioning System (GPS) Vehicle Tracking System

#### **D. COMMUNICATIONS SYSTEM**

Permittee shall, at its sole cost and expense, provide its own two-way radio communications 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. GPS VEHICLE TRACKING SYSTEM**

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, 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. The specifications of the system shall be submitted to the City for approval;



(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. 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, Permittee specifically acknowledges and agrees that Permittee must have the GPS turned on at all times on all vehicles utilized to respond to City requests for tows.

## **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 Permit, so as to satisfactorily perform the work/services required under such Permit.

a. Permittee shall perform driver license screening on all employees with driving responsibilities at the beginning of each contract year and upon the hiring of new drivers. A copy of each employee 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 upon the hiring of a new driver.

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 designee.

c. Permittee shall perform drug test screening on all employees at the beginning of each contract year and 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 designee.

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 specifically recognizes and acknowledges, that the Permittee is legally considered to be an independent contractor and that neither it, nor its officers, directors, employees, agents, contractors or consultants, shall, under any circumstances, be considered officers, directors, employees, contractors, agents or 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 consultants. Additionally, Permittee agrees to have no markings on either its vehicles, buildings, equipment, or correspondence that indicates or 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 Police Department or by a City Parking Enforcement Specialist. The dispatching unit of the Police

Department 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 person in control of the vehicle) shall be allowed to remove the vehicle, without interference or obstruction from the Permittee (See also Section 24 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 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 Police 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 such vehicle completely with a weatherproof material and, accordingly, shall only 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 vessel) which is located underwater, the Permittee shall provide underwater divers to handle the hook-up of such vehicle (or vessel). Underwater recovery salvage divers must be SCUBA certified. The cost associated with any underwater recovery salvage shall be consistent with those underwater recovery fees as set forth within Section 22 herein.

#### **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 or 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**

A 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 such 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.

Any vehicle released pursuant to an improper tow under this Section 16 shall be towed to any location the owner or driver requests within the limits of Miami-Dade County. 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 at a maximum of \$185 (or \$50 for Police ordered tows).

#### **17. IMPOUND REPORTS/OWNER NOTIFICATION**

When the City requests that a vehicle be towed, the Permittee shall prepare an inventory and written record of all personal property found or located within the vehicle, prior to its removal. The 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. Furthermore, the Permittee shall not remove any vehicle from the scene or location of a tow without obtaining a copy of the vehicle storage receipt.

The 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 designee.

The Permittee shall be responsible for notifying the registered owner and the lienholder of the vehicle (if any), via certified mail, return receipt requested, as to the exact location of the vehicle within twenty-four (24) hours of impoundment. If, at the time of the vehicle impoundment, the name and address of the registered vehicle owner or lien holder (if any) is not readily available, the Permittee must use reasonable efforts

to obtain this information within five (5) days from the first date of storage of the vehicle. The Permittee must notify the registered vehicle owner or lien holder (if any) as to the exact location of the vehicle, via certified mail return receipt requested. The notice(s) shall be sent within seven (7) days from the first date of storage. The Permittee must provide telephone notice whenever possible.

Notwithstanding the preceding paragraph, if the 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 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 who makes application for the release of a vehicle shall be required to produce proof that they are either the registered owner of the vehicle or, in cases where release is not to the owner(s), that they have been designated as the owner's legally authorized representative. For a registered owner sufficient proof may be demonstrated by presentation of the vehicle title or registration and photo identification. For legally authorized representatives of the owner, proof of agency shall be required which may

include, without limitation, a written permission fully executed by the authorized owner, 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. 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. 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 or a duly authorized representative of the owner and the City shall have no liability, whether to Permittee, the vehicle owner, 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. 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 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 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 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-five (65) vehicles per year per Permittee. 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-five (65) vehicles is met by each Permittee, the City shall be billed for subject tows at \$50.00 dollars per tow.

Permittee may receive requests for emergency towing of City vehicles from the Police Department, Parking Department, the City Manager or 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 Police Department vehicles may, upon approval of the Police Chief or designee, be towed to the Miami Beach Police Station at 1100 Washington Avenue.

## **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 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).

A 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, 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.

The Permittee must pay the City \$20.00 for each vehicle that the Permittee tows, and which vehicle subsequently goes unclaimed and is sold at auction or otherwise by the Permittee.

Permittee shall assume and be solely responsible for, and shall fully defend, indemnify and hold the City, its officers, employees, agents, contractors, and consultants, harmless from and against all claims and demands by any and all parties whatsoever related to (and including but not limited to alleged violation of) Section 713.78(5), Florida 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 herein entitled “Miami Beach Resident Rate” below for the applicable Resident rates.**

A. Non- City of Miami Beach residents:

Tow Rate Class "A" Tow Truck an Class A Car Carrier

Including first 30 minutes at the scene	\$250.00
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Class "B" Tow Truck

Including first 30 minutes at the scene	\$255.00
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Class "C" Tow Truck

Including first 30 minutes at the scene	\$260.00
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Tow Rate Class "D" Tow Truck, including:

Including first 30 minutes at the scene	\$350.00
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B. Use of Contractor's Boat Trailer, any length, including storage, per day:

1. Trailer up to 18 feet in length	\$ 50.00
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2. Trailer 18 to 30 feet in length	\$ 75.00
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3. Trailer over 30 feet in length	\$150.00
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C. Underwater recovery:	\$350.00
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**Special and additional charges:**

**Storage:** The first eight (8) hours of storage must be without any charge. The Permittee must affirmatively document the date and time of each vehicle intake and must also affirmatively document the date and time of the retrieval of each vehicle by the customer or owner. The time must be documented utilizing an electronic time-keeping stamping device, which

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:

- Inside-Interior and outside-exterior storage
  - (a) Motorcycles or Scooters \$15.00
  - (b) Any vehicle less than 20 feet in length and 8 feet in width \$35.00
  - (c) Any vehicle over 20 feet in length \$40.00
- 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

**Extra labor:**

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) at the rate of \$16.50. Any extra waiting time or extra labor charge authorization should be made by the Police officer or Parking Enforcement Specialist on the scene, whenever possible, and shall be so indicated in writing on the vehicle storage receipt.

**Administrative Fee:**

A maximum administrative charge of \$35.00 may be imposed pursuant to, and as may be authorized by, Florida law, after five (5) days of storage, 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). An additional \$20 will be charged for each letter mailed beyond the original letter of notification to the 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.

**City Permit Fee:**

Permittee will impose and collect on behalf of the City a Permit Fee of \$30.00 charge per non-resident tow and \$25.00 per resident tow.

**Road Service:**

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

**Indexing Provision:**

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In the absence of action by the City Commission, the fee or charge shall be administratively increased by the city manager, effective October 1 of each fiscal year. The percentage increase shall be the percentage increase, if any, in the Consumer Price Index for the Miami-Fort Lauderdale-West Palm Beach, Florida area, all items, all urban consumers, not seasonally adjusted (Series ID:

CUURS35BSA0) from December of the calendar year two years prior to the current calendar year to December of the preceding calendar year as published by the Bureau of Labor Statistics of the United States Department of Labor. The fee or charge calculated under this method shall be rounded up to the nearest cent. The first increases under these provisions, if any, shall become effective on October 1, 2022.

#### **Miami Beach Resident Rate:**

City of Miami Beach residents shall receive a discounted rate of \$185 dollars for Class A, B and C tows. Storage fees will not apply to City of Miami Beach residents. **The City of Miami Beach resident rate will also apply to tows initiated and paid by the Parking Department.** 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. The Permittee shall maintain a log documenting of all City residents that receive the Miami Beach resident rate, which log shall be available for inspection and copying by the City Manager or 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 their 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 must accept the following forms of payment: cash, travelers checks, or personal bank checks drawn on a bank in Miami-Dade, Broward, or Monroe County. The 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. A one year Pilot Program must be implemented by the Permittee, which will allow City Residents to pay with credit cards. Any such credit cards must be presented at time of the transaction for payment, and such credit card must be in the name of the registered owner. At the conclusion of the pilot program, credit cards shall be an acceptable form of payment for all individuals retrieving a towed vehicle. However, if the Permittee can affirmatively prove and establish, to the satisfaction of the City pursuant to an audit or other verifiable means, by clear and convincing evidence that the Permittee has been subject to charge backs in excess of 10% of the total credit card revenue during the pilot program, then the Towing Permit may be subject to contract revision. The failure of the Permittee to establish the 10% threshold, as set forth herein, shall automatically serve to implement the credit card payment policy for all tows for the remaining duration of this Tow Permit.

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(s) 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 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 Police Department or Parking Department case number.

C. A log of all calls for service by the Police Department 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 Police Department 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 THE POLICE DEPARTMENT, AND PARKING DEPARTMENT**

The Permittee shall be solely responsible for the remittance of the following reports to the Police Department-and the Parking Department throughout the duration of this Tow Permit. These Reports shall be remitted on the first day of each month, however, if the first day of the month falls on a Saturday, Sunday or legal holiday, then the Reports shall be remitted by 5:00 p.m. on the next business day immediately following such Saturday, Sunday, or legal holiday.

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

All copies must be legible, and the originals shall be provided, upon request by the City Manager or 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 authorized representative and, in the case of inspection checks, without the need for prior notice to Permittee.

## **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 their 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.**

### **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 provided 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 their 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 1<sup>st</sup> 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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