

Meeting Date: 2/9/16

Agenda Item 4

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION AND AMENDMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND EMERALD TRANSPORTATION CORPORATION FOR TOWING AND WRECKER SERVICE WITHIN THE CORPORATE LIMITS OF OF THE CITY; PROVIDING AN EFFECTIVE DATE. (Franchise Fee: \$178,180.00 per annum)

Summary of Purpose and Why: Approval of this Resolution will extend the City's agreement with Emerald Transportation Corporation (Emerald) for one (1) additional five (5) year term for the provision of towing and wrecker service within the corporate limits of the City. The City will receive a franchise fee of \$178,180.00 per annum from Emerald during the extended term of this agreement. Staff recommends approval of this Resolution.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: City Manager's Office
(2) Primary staff contact: Phyllis A. Korab, Assistant City Manager; Otis J. Thomas, General Services Director
(3) Expiration of contract, if applicable: February 28, 2021
(4) Fiscal impact and source of funding: N/A

Table with 2 columns: DEPARTMENTAL COORDINATION and DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER. Rows include City Attorney, Budget Office, Finance Department, and Risk Management with dates and signatures.

X City Manager [Signature] [Signature]

Table with 4 columns: Ordinance, Resolution, Consideration, Workshop. Rows include 1st Reading and 2nd Reading.



**City Attorney's Communication #2016-374**  
January 13, 2016

**TO:** Phyllis A. Korab, Assistant City Manager  
**FROM:** Mark E. Berman, City Attorney  
**RE:** Resolution/Extension and Amendment to the Towing and Wrecker Service Agreement

As requested in your e-mail of January 8, 2016, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION AND AMENDMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND EMERALD TRANSPORTATION CORPORATION FOR TOWING AND WRECKER SERVICE WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING AN EFFECTIVE DATE.**

Exhibit "B," Rate Schedule, is not attached, but needs to be reviewed and approved for its content and then attached.

  
MARK E. BERMAN

/jrm  
l:cor/mgr/acm/2016-374

Attachments

RESOLUTION NO. 2016-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION AND AMENDMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND EMERALD TRANSPORTATION CORPORATION FOR TOWING AND WRECKER SERVICE WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Extension and Amendment to Agreement between the City of Pompano Beach and Emerald Transportation Corporation for towing and wrecker service within the corporate limits of the city, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Emerald Transportation Corporation.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

**EXTENSION AND  
AMENDMENT TO AGREEMENT**

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**THIS EXTENSION AND AMENDMENT TO AGREEMENT** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida, hereinafter referred to as "CITY."

and

**EMERALD TRANSPORTATION CORPORATION**, a Florida corporation, whose principal corporate address is 4000 North Powerline Road, Deerfield Beach, Florida 33073, hereinafter referred to as "EMERALD."

**WHEREAS**, EMERALD entered into an agreement with CITY offering to provide towing and wrecker service within the corporate limits of the city on February 24, 2011, ("Original Agreement"), and approved by Resolution No. 2011-145; and

**WHEREAS**, the Original Agreement provides for one renewal term for an additional five (5) years upon approval of the City Commission of City of Pompano Beach and consent of EMERALD; and

**WHEREAS**, the parties desire to extend the term for an additional five years, amend the Franchise Fee and substitute Exhibit "B," Rate Schedule, to the Original Agreement; and

**NOW, THEREFORE**, the parties agree as follows:

1. That the Original Agreement between EMERALD and CITY to provide towing and wrecker service within the corporate limits of the city, approved by Resolution No. 2011-145, a copy of which is attached hereto and made a part hereof, shall be extended for an additional five (5) years, pursuant to the terms, conditions and specifications set forth therein.

2. The Original Agreement between the parties is hereby amended by amending Paragraph No. 3 as follows:

3. EMERALD shall pay CITY a Franchise Fee in the initial amount of One-Hundred Fifty-One Thousand and No/100 (\$151,000.00) Dollars per annum. The amount of Twelve-Thousand Five-Hundred Eight-Three and 33/100 (\$12,583.33) Dollars shall be paid upon the commencement of this Agreement and thereafter paid monthly, due and payable on the first day of each calendar month until the termination of this Agreement. If the payment is delinquent by more than fifteen (15) days after the payment is due, an additional charge of Fifty (\$50.00) Dollars per day will be due for each day's delay in payment, retroactive to and beginning with the due date of the payment. In the event that a delinquent payment and resulting penalties are due, any payments received will first be applied to the penalty amount, prior to being applied to the regular monthly payment due. In this respect, the Fifty (\$50.00) Dollar penalty fee shall accrue until the monthly payment and all applicable penalties are paid in full. Commencing on the renewal term for the additional five years, EMERALD shall pay CITY a Franchise Fee in the amount of One Hundred Seventy-Eight Thousand One Hundred Eighty and 00/100 Dollars (\$178,180.00) per annum. The amount of Fourteen Thousand Eight Hundred Forty-Eight and 33/100 (\$14,848.33) Dollars shall be paid upon the commencement of the renewal term and thereafter paid monthly, due and payable on the first day of each calendar month until the termination of this Agreement.

3. The attached Exhibit "B" is hereby substituted for, and in all references replaces, that Exhibit "B," which was attached to, referenced and made a part of the Original Agreement.

4. All terms, covenants and conditions contained in the Original Agreement now existing between EMERALD and CITY, with the exception of the provisions above, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained therein.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"EMERALD":**

Witnesses:

**EMERALD TRANSPORTATION CORPORATION**  
a Florida corporation

*Thomas F. Boyle*

Thomas F. Boyle

Print Name

*Christine Dale*

Christine Dale

Print Name

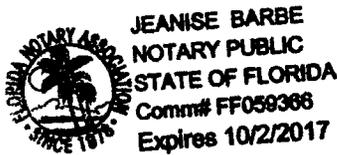
By: *James M. Jennings*  
JAMES M. JENNINGS, PRESIDENT

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of JAN, 2016, by **JAMES M. JENNINGS**, as President of **EMERALD TRANSPORTATION CORPORATION**, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



*Jeanise Barbe*  
NOTARY PUBLIC, STATE OF FLORIDA

Jeanise Barbe  
(Name of Acknowledger Typed, Printed or Stamped)

10-2-17  
Commission Number

/jrm  
1/13/16  
L:agr/mgr/2016-373

# **EXHIBIT “B”**

**EMERALD TRANSPORTATION CORPORATION**

**RATE SCHEDULE  
FOR  
TOWING AND WRECKER SERVICES**

**March 1, 2016  
Thru  
February 28, 2021**

## EXHIBIT "B"

Description	Emerald Towing Rates
<b>Class "A" Tow</b>	
Hookup & first 15 minutes	\$106
Each additional 30 minutes	\$42
Mileage outside of City Limits (per mile)	\$4
Outside Storage (after 6 hours)(per day)	\$28
Inside Storage (after 6 hours)(per day)	\$35
Winch and recovery first 15 minutes	\$106
Each additional 30 minutes	\$42
Road Service	\$65
<b>Class "B" Tow</b>	
Hookup & first 15 minutes	\$160
Each additional 30 minutes	\$65
Mileage outside of City Limits (per mile)	\$5
Outside Storage (after 6 hours)(per day)	\$35
Inside Storage (after 6 hours)(per day)	\$42
Winch and recovery first 15 minutes	\$160
Each additional 30 minutes	\$65
Road Service	\$85
<b>Class "C" Tow</b>	
Hookup & first 15 minutes	\$265
Each additional 30 minutes	\$118
Mileage outside of City Limits (per mile)	\$5
Outside Storage (after 6 hours)(per day)	\$42
Inside Storage (after 6 hours)(per day)	\$47
Winch and recovery first 15 minutes	\$265
Each additional 30 minutes	\$118
Road Service	\$105
<b>Class "D" Tow</b>	
Hookup & first 15 minutes	\$354
Each additional 30 minutes	\$148
Mileage outside of City Limits (per mile)	\$5
Outside Storage (after 6 hours)(per day)	\$47
Inside Storage (after 6 hours)(per day)	\$53
Winch and recovery first 15 minutes	\$354
Each additional 30 minutes	\$178
Road Service	\$145
<b>Miscellaneous Charges</b>	
Administrative Fee	\$56.00
Certified Divers, per diver per hour	\$175
Dollies	\$0

RFP H-52-10 - ATTACHMENT "A"  
 AMENDED RATE SCHEDULE  
 FOR  
 2016 - 2021

**EMERALD TRANSPORTATION CORPORATION**

**EQUIPMENT LIST**  
**2016**

# **Emerald Transportation**

**List of Equipment  
January 14, 2016**

## **Towing Equipment**

### **Class A: Light Duty**

- 1.2007 Ford F-450 8 Ton Cap. Jerr-Dan Wrecker/Wheel-lift/Push-Bumper #121  
Condition: Excellent.
  - 2.2016 International 4400 Series 10 Ton Cap Century Rollback/Wheel-lift #125  
Condition: New truck.
  - 3.2007 Hino Model 338 10 Ton Cap. Jerr-Dan Rollback/Wheel-lift #116  
Condition: Excellent.
  - 4.2005 Freightliner 12 Ton Cap Jerr-Dan Rollback/Wheel lift, Ext Cab. #83  
Condition: Excellent.
  - 5.2015 Ford F-450 10 Ton Cap B&B 4x4 Wrecker/Wheel-lift, Ext Cab, Push B, #124  
Condition: New truck.
  - 6.2012 International 4300 Series, 8 Ton cap. Rollback Wheel-lift, EC/Push Bumper #117  
Condition: Like new.
  - 7.2006 Ford F-450 4 Ton Cap. Jerr-Dan Wrecker/Wheel-lift. #103  
Condition: Excellent.
  - 8.2002 Kenworth 12 Ton Cap Century Rollback/Wheel-lift #85  
Condition: Excellent.
  - 9.2011 Ford F-550 4x4 Ext Cab Wrecker. Jerr-Dan Wheel-lift/Push Bumper #115  
Condition: Like new.
- (Coming February 2016: (2) 2016 International 4400 Series Century Carriers)

### **Class B: Medium Duty**

- 1.2007 Peterbuilt 16 Ton Cap. Century Rollback/Wheel-lift #87 Condition: Excellent.
2. 2006 Hino 338 Century 10 Ton Cap, Rollback/Wheel-lift. #104 Condition: Excellent.
3. 2002 Freightliner 14 Ton Cap. Jerr-Dan Wrecker/Wheel-lift #76 Condition: Excellent.
4. 2009 Ford F-650 Extra-Cab 12 Ton Jerr-Dan Rollback/Wheel lift/Push Bumper #112  
Condition: Excellent.
5. 2009 Ford F-650 Extra-Cab Jerr-Dan 12 Ton Rollback/Wheel lift/Push Bumper #114  
Condition: Excellent.
6. 2011 Hino 338 Ext Cab-Push Bumper, Century 10 Ton Cap Rollback/Wheel-lift #122  
Condition: Like new.

### **Class C: Heavy Duty**

- 1.2000 Kenworth 25 Ton Cap. Jerr-Dan Wrecker/Wheel-lift #72 Condition: Excellent
- 2.2012 Peterbuilt 25 Ton Cap. Jerr-Dan Wrecker/Wheel-lift #120 Condition: Excellent
- 3.2005 Kenworth 35 Ton Cap. B&B Wrecker/Wheel-Lift #123 Condition: Excellent

Class D: Recovery Class, Ultra Heavy Duty Rotators.

- 1.2011 Kenworth W-900 80 Ton Capacity B&B Rotator Wrecker #118 Condition: Excellent
2. 2001 Peterbilt M-387 75 Ton Capacity B&B Rotator Wrecker #105 Condition: Excellent
3. 2006 Kenworth W-900 50 Ton Capacity B&B Rotator Wrecker #119 Condition: Excellent

Lowboy & Trailer Transportation:

- 1.2000 Volvo Tandem Tractor #102 Condition: Excellent
- 2.2000 Landoll 48' Air-Ride 60 Series Lowboy Trailer 75,000 lb capacity. Condition: Excellent.
- 3.1995 International Tandem Tractor #75 Condition: Very good (spare unit).
- 4.1995 Landoll 53' Lowboy Trailer 60,000 lb cap. Tilt-Deck Condition: Very good (spare unit).
- 5.2001 Performance 32' Tri-Axle Boat Trailer, 20,000 lb. cap. Condition: Excellent.

Equipment: Spill Response, Cargo Cleanup.

- 2002 Komatsu Model WA-180-3MC Front End Loader.  
Quick Attach 3 Yard Bucket and Set of Forks.
- 2007 Komatsu Skid Steer Loader Model SK 820  
Quick Release Bucket, Street Sweeper Attachment, Grapppler Bucket.
- 2007 Mitsubishi Forklift, 12,000 lb. capacity.
- 2007 Toyota Forklift, 10,000 lb. capacity.

Incident Management Support Trailer:

- 2009 Pace 28' Enclosed Trailer Containing Air Cushion Recovery Set, Slings, Straps.  
Air Cushion USA 8 Bag Heavy Lift Cushions 80,000 lb Capacity. Generator light stands, compressor, work lights, Mat Jack Lift Cushions, cutting saws, chain saws, plug kits, drum liners, drum rollers, pallet pullers, and dock plate.  
Extrication 100 grade chains, gas cutting saws, torch sets, chain slings, recovery straps.  
RISC Support Trailer, required equipment on board this unit.

Maintenance of Traffic (MOT) Response Unit:

- 2008 Ford F-450 Crew- Dually 4X4 MOT Support Truck #110 Condition: Like new.
- 2008 Superior Signal Trailer Mounted Arrow Board, Multi-Directional.  
Accident-Zone Traffic Control Arrow Board, Advance Traffic Warning Signs (4) with 90  
36' FDOT Compliant Traffic Cones.

Spill Response: Diesel Fluids and Cargo, Non-Hazardous.

2008 Cargo King 16' Enclosed Trailer:

Diesel Fuel Pump System to pump fuel out of damaged diesel tanks during heavy truck accidents. Containment drums, spill kits, 60 pounds absorbent, brooms, shovels, clean-up supplies. Air compressor pumps system.

Two 20 yard capacity Roll-Off Containers

200- 50 lb bags of sand on pallets for quick response to contain spills.

2007 Ford F-450 Service Truck, 90 Gallon Capacity Diesel Tank.

**Broward County, Florida**

ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

Environmental Licensing and Building Permitting Division

**Board of County Commissioners, Broward County, Florida  
Regulated Businesses Section**

**Vehicle Towing - Consent and Non-Consent  
Regulatory License**

The holder of this license is hereby authorized to engage in Vehicle  
Towing - Consent and Non-Consent in Broward County.

This license is issued pursuant to Broward County Consumer Protection Code 20-165.  
Said license is not transferable and may be suspended or revoked as provided by law.

**Issued To:**

**EMERALD TRANSPORTATION CORP  
4000 N POWERLINE ROAD  
POMPANO BEACH, FL 33073**

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**12/23/2015**

Effective Date

**12/31/2016**

Expiration Date

**TI-00003**

License Number

**Lenny Vialpando**

Director

# Broward County, Florida

ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT  
Environmental Licensing and Building Permitting Division  
Regulated Businesses Section

RENEWAL INSPECTION

## TOWING STORAGE SITE INSPECTION REPORT

11/04/2015

### Customer Information

Customer:	EMERALD TRANSPORTATION CORP DBA: EMERALD TOWING SERVICE	License #:	TI-00003
Address:	4000 N POWERLINE ROAD POMPANO BEACH, FL 33073	Storage Facility	EMERALD TRANSPORTATION CORP
Phone:	(954) 917-4747		4000 N POWERLINE RD POMPANO BEACH, FL 33073
Email To:	jim@emerald towing.com		

### Storage Site Inspection Checklist

Rate schedule posted	YES
Consumer Bill of Rights posted stating: – Customers permitted to retrieve personal items from their vehicle – Required forms of payment accepted	YES
Transaction area safe and well lit	YES
Documents needed to release vehicle are listed	YES
Storage site operating days and times are posted	YES
24 hour phone number to open site within one (1) hour for retrieval of automobile	YES
Name and type of business prominently displayed	YES
Storage site address prominently displayed	YES

### COMMENTS

RESULT: **Passed**

Enforcement Officer: **Angela Karavousanos**

## VEHICLE SCHEDULE

**Insured:** Emerald Transportation Corp

**Policy Term:** 09/15/15 To 09/15/16

### Vehicle Information

YEAR	MAKE	MODEL	COMPRE- HENSIVE	COLLISION	ON HOOK & CARGO	VEHICLE I.D.
2005	Ford	Wrecker	1000	1000	300,000	1FDXF46P65EC99072
1994	Landoll	Trailer	1000	1000	N/A	1LH317WH5R1006916
2000	Kenworth	Wrecker	1000	1000	300,000	1NKMHD7XXYS845862
2007	Hino	Rollback	1000	1000	300,000	5PVNV8JR172S50154
1995	Int'l	Tractor	1000	1000	300,000	1HSHGAER6SH680543
2001	Freightlin	Wrecker	1000	1000	300,000	1FVABFAN81HJ43376
2005	Freightlin	Flatbed	1000	1000	300,000	1FVACXDA55HN70533
2002	Kenworth	Flatbed	1000	1000	300,000	2NKMHZ7X22M885369
2007	Peterbilt	Flatbed	1000	1000	300,000	2NPLHZ7X07M679612
2000	Volvo	Tractor	1000	1000	300,000	4V4MD2UEXYN241350
2000	Landoll	Trailer	1000	1000	N/A	1LH660WHXY1A10564
2000	Peterbilt	Rotator	1000	1000	300,000	1XP5D69X8YD519281
2007	Ford	Wrecker	1000	1000	300,000	1FDXF46P47EA78976
2008	Ford	Rollback	1000	1000	300,000	3FRWX65BX8V656943
1998	Ford	P/U	NONE	NONE	N/A	1FTZX1723WNB98360
1989	Homemade	Semi-Trlr	1000	1000	N/A	NOV1N0200297627TC

2010	Homemade	Semi-Trlr	1000	1000	N/A	NOVIN0200898558
1993	Pace	Semi-Trlr	1000	1000	N/A	4FPAB2824PG002202
2008	Ford	P/U Trk	1000	1000	300,000	1FTWW33R68EB62539
2008	Ford	Rollback	1000	1000	300,000	3FRWX65BX8V656944
2011	Ford	Wrecker	1000	1000	300,000	1FD0X5HT5BEB11183
2006	Hino	Flatbed	1000	1000	300,000	5PVNV8JTX62S10682
2012	Int'l	Rollback	1000	1000	300,000	1HTMMAAL4CH557085
2011	Kenworth	Rotator	1000	1000	300,000	1NKDL40X8BJ296068
2005	Kenworth	Wrecker	1000	1000	300,000	1NKWXBTX85J074311
2012	Peterbilt	Wrecker	1000	1000	300,000	2NP2HN7X7CM141598
2008	Ford	Wrecker	1000	1000	300,000	1FDXF46R78EA35901
2010	Hino	Rollback	1000	1000	300,000	5PVNJ8JTXA4S52696
2007	Kenworth	Wrecker	1000	1000	300,000	1XKDD49X77J901260
2015	Ford	Wrecker	1000	1000	300,000	1FD0X5HTXFED10476
2016	Int'l	Flatbed	1000	1000	300,000	1HTMMMMNXGH219372

**EMERALD TRANSPORTATION CORPORATION**

**CERTIFICATE OF LIABILITY  
INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chase Insurance Agency Inc 333 N W 70 Ave; #108 Plantation, FL 33317 MIKE CHASE	CONTACT NAME: MIKE CHASE	FAX (A/C, No): 954-791-9344
	PHONE (A/C, No, Ext): 954-792-4300	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Emerald Transportation Corp dba Emerald Towing Service & Severe Incident Recovery Team LLC 4000 N Powerline Rd Pompano Beach, FL 33073	INSURER A : State National Ins Co Inc	12831
	INSURER B : Hallmark Insurance Co	34037
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		XNDP-00443-02	09/15/2015	09/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			XNDA-00443-02	09/15/2015	09/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			66HX153229	09/15/2015	09/15/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers			XNDA-00443-02	09/15/2015	09/15/2016	\$500 Ded 300,000
A	On Hook & Cargo			XNDP-00443-02	09/15/2015	09/15/2016	\$1000 Ded 300,000

APPROVED  
RISK MANAGEMENT  
ON: 1/29/16  
BY: E. Boecher  
Risk mgr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Locs Covered for GKLL: 1980 NW 1st Ave, Boca Raton, 4000 N Powerline Rd, Deerfield Beach & 4100 N Powerline Rd #P-3, Pompano Beach  
ADD'L INSD IN FAVOR OF CERTIFICATE HOLDER WITH RESPECTS TO WORK BEFORMED BY INSD ON THEIR BEHALF. 10 DAYS NOTICE OF CANC APPLIES TO NON-PAYMENT

<b>CERTIFICATE HOLDER</b>  POMPBO1  City of Pompano Beach 1190 N E 3 Ave Bldg C Pompano Beach, FL 33060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# CERTIFICATE OF LIABILITY INSURANCE

Date  
1/25/2016

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.**

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

**Coverages**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur  General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence \$ Aggregate \$																
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2016	01/01/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 65%;">WC Statutory Limits</td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 20%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC Statutory Limits	OTH-ER			E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
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	E.L. Disease - Policy Limits		\$1,000,000																			

Other

**Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:**

Client ID: 81-65-938

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

**Emerald Transportation Corporation**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

**Project Name:**

ISSUE 01-25-18 (PH)

Begin Date 2/1/2013

CERTIFICATE HOLDER	CANCELLATION
CITY OF POMPANO BEACH  100 W ATLANTIC BLVD POMPANO BEACH, FL 33060	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.  <div style="text-align: right;"><i>John L. ...</i></div>

**RESOLUTION NO. 2011-145**

**ORIGINAL AGREEMENT**

**FOR**

**TOWING AND WRECKER SERVICES**

**BETWEEN THE**

**CITY OF POMPANO BEACH**

**AND**

**EMERALD TRANSPORTATION CORPORATION**

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND EMERALD TRANSPORTATION CORPORATION PROVIDING FOR TOWING AND WRECKER SERVICE WITHIN THE CORPORATE LIMITS OF THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Emerald Transportation Corporation providing for towing and wrecker service within the corporate limits of the City of Pompano Beach, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Emerald Transportation Corporation.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 22nd day of February, 2011.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**  
  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

# ***AGREEMENT***

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**THIS AGREEMENT** made this 24th day of February, 2011, by and between:

**CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY,"

and

**EMERALD TRANSPORTATION CORPORATION**, a Florida corporation, whose principal corporate address is 4000 North Powerline Road, Deerfield Beach, Florida 33073, hereinafter referred to as "EMERALD."

## **WITNESSETH:**

**WHEREAS**, the City Commission of the City of Pompano Beach, Florida, seeks to protect the personal safety and property of its citizens and visitors; and

**WHEREAS**, the establishment of minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by law enforcement agencies is in the public interest; and

**WHEREAS**, utilization of improper equipment of unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles, and causes excessive delays in clearing the highway and securing the vehicles; and

**WHEREAS**, the CITY advertised for request for proposals for the privilege of operating the business of providing towing and wrecker service within the corporate limits of the City of Pompano Beach, Florida; and

**WHEREAS**, the proposal submitted by EMERALD was determined by the City Commission to be the highest ranked proposal; and

**NOW, THEREFORE**, in consideration of the premises and the covenants and the promises herein, CITY and EMERALD do hereby enter into an Agreement relating to the provision of towing and wrecker service by EMERALD in the CITY, as follows:

1. EMERALD hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with EMERALD, that EMERALD has the professional expertise, experience and labor to perform the services to be provided by EMERALD pursuant to the terms of this Agreement and shall perform all services under this contract in accordance with all applicable local, county, state, and federal laws, rules and regulations.

2. The term of this Agreement shall be for an initial period of five (5) years and shall commence at 12:00 a.m. on March 1, 2011. Six (6) months prior to the expiration of this Agreement, the CITY may choose to enter into negotiations for an extension of the Agreement for one renewal term for an additional five (5) years subject to Commission approval. The CITY may also choose to solicit a competitive bid or Request for Proposals (RFP). In the event a new Agreement is not in place prior to the expiration date, this Agreement will automatically convert to a month-to-month Agreement until a new Agreement between the CITY and EMERALD is in place, or upon termination by the CITY with thirty (30) days prior written notice provided.

3. EMERALD shall pay CITY a Franchise Fee in the initial amount of One-Hundred Fifty-One Thousand and No/100 (\$151,000.00) Dollars per annum. The amount of Twelve-Thousand Five-Hundred Eight-Three and 33/100 (\$12,583.33) Dollars shall be paid upon the commencement of this Agreement and thereafter paid monthly, due and payable on the first day of each calendar month until the termination of this Agreement. If the payment is delinquent by more than fifteen (15) days after the payment is due, an additional charge of Fifty (\$50.00) Dollars per day will be due for each day's delay in payment, retroactive to and beginning with the due date of the payment. In the event that a delinquent payment and resulting penalties are due, any payments received will first be applied to the penalty amount, prior to being applied to the regular monthly payment due. In this respect, the Fifty (\$50.00) Dollars penalty fee shall accrue until the monthly payment and all applicable penalties are paid in full.

4. EMERALD shall provide twenty-four (24) hour towing and wrecker services, 365 days per year within the corporate limits of the City of Pompano Beach and in accordance with the provisions set forth herein.

5. EMERALD shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

6. EMERALD will provide, on a twenty-four (24) hour basis, personnel and sufficient equipment for immediate response to calls for service from the CITY's Police Department or the CITY'S contracted law enforcement provider, if applicable, within the corporate limits of the City of Pompano Beach. The Broward Sheriff's Office (BSO) is currently under contract with the CITY as its law enforcement provider.

7. EMERALD agrees to make available adequate personnel to perform its requirements under this Agreement, including but not limited to, release of vehicles or vessels towed and stored pursuant to this Agreement, from 7:00 a.m. to 7:00 p.m., Monday through Saturday, and to provide on-call personnel between 7:00 a.m. and 7:00 p.m. on Sundays for the purpose of redemption of vehicles or vessels by their owners. No additional charge shall be incurred when the use of on-call personnel is required for release of vehicles or vessels during those days and times. The requirements in this section or elsewhere in this Agreement shall not preclude compliance with any other requirements for storage and release of vehicles or vessels as set forth in Florida Statutes governing same.

8. It shall be the duty of EMERALD to maintain an office, answering machine, or other place to receive telephone communications, with an attendant on duty at all times during "on call" periods and shall provide timely and efficient service, in accordance with the response times set forth in Section 30 of this Agreement, twenty-four (24) hours per day.

9. EMERALD shall maintain a general towing and wrecker service license and any other licenses required by law or ordinance throughout the term of this Agreement.

10. EMERALD shall be given first call for all wrecker services for private vehicles ordered towed by CITY authorities, within the City of Pompano Beach, Florida and during the designated period,

unless a motorist makes a specific request for another wrecker. The CITY reserves the right to request another wrecker service in emergency situations should EMERALD not be available to provide services within the time periods set forth in Section 30 of this Agreement, or does not have adequate equipment required to perform the duties required on scene.

11. EMERALD shall provide at no charge, all towing and road service that may be required by the CITY in the operation and maintenance of its City owned, leased and contracted vehicles, including vehicles being held by the Fire Rescue Department due to investigations, vehicles towed to and from a Fire Rescue Department training site for fire service training, and City's Police Department/BSO vehicles used in or assigned for use in the Pompano Beach District ("contracted vehicles"), from sites within the limits of Broward County and when towed to requested locations within said County. When such towing requirements are for City owned, leased or contracted vehicles to or from outside of the limits of Broward County, EMERALD shall be paid a reasonable fee in keeping with the charges customarily levied to the general public for rendering towing and road services of equal kind.

12. In addition, EMERALD shall have the exclusive right to tow police confiscated vehicles seized as a result of investigations by the City's Police Department/BSO. When requested, EMERALD shall have the exclusive right to tow from any City property, streets and right-of-ways including any Pompano Beach Community Redevelopment Agency (PBCRA) property and Air Park property. All towing, storage, and disposition of towed vehicles shall be conducted in strict conformity with all applicable Florida laws and regulations.

13. EMERALD agrees to respond to requests from the CITY, CITY'S Fire Rescue Department and CITY's Police Department/BSO to change vehicle tires when necessary. EMERALD will change (utilizing CITY's tires) at no charge, flat tires on in-service CITY owned or leased vehicles and on CITY's Fire Rescue Department vehicles, only during hours in which the CITY garage is not open. EMERALD will be responsible to change tires for the CITY's Police Department/BSO twenty four (24) hours per day, including those hours during which the CITY garage is open. There shall be no additional charge by EMERALD for changing CITY's Police Department/BSO or Fire Rescue Department vehicle tires.

14. EMERALD shall designate a wrecker for the CITY's Police Department/BSO's special operations, such as DUI sobriety checkpoints and reverse sting operations, within the limits of the CITY when so requested and at no cost to the CITY or to its Police Department/BSO.

15. If additional duties, similar to those contained in the technical specifications of the RFP, but not specified in that part are required by the CITY, and EMERALD is able to provide those special services, those services may be requested under this Agreement by authorized CITY staff. Examples of such special services include, but are not limited to, the removal of an aircraft from water or boats abandoned on city property, streets and right-of-ways. In such instances, the CITY will depend upon EMERALD's experience in such matters and authorize EMERALD to assemble all necessary special equipment and staff, including use of subcontractors, to resolve the special or emergency situation. EMERALD shall exercise due care and professional practices and procedures at all times. Whenever, possible, estimated costs for such special services shall be provided to the CITY prior to engaging in work and all costs shall be subject to negotiation. In any such instances, the CITY reserves the right, time and circumstances permitting, to seek the special services elsewhere in accordance with CITY procurement ordinances.

16. EMERALD shall provide all towing vehicles used pursuant to this Agreement with a two-way radio communication system. This communication system shall be between EMERALD base station and all tow and service trucks utilized in providing the CITY's Police Department/BSO with towing service. The two-way radios will not be tuned to any police frequencies; however, the City Police Chief or City Fire Chief may issue one or more portable radios for emergency response purposes.

17. All wreckers shall be commercially manufactured wreckers constructed and equipped for the towing of vehicles as directed by the City of Pompano Beach or BSO and shall, at all times, be properly maintained and kept in mechanically safe operating condition.

18. The vehicle operator/driver shall meet the following qualifications:

- (a) possess a valid Commercial Driver's License;
- (b) have a detailed knowledge of the street names and street layout of the City;
- (c) shall certify that he is familiar with current traffic laws of the State of Florida and the City of Pompano Beach regarding the

operation of emergency equipment. The traffic laws may be obtained at the CITY's Police Department/BSO. Such certification shall be kept on record at EMERALD's home office; and

- (d) have the physical qualifications necessary to perform the normal tasks required to operate various required equipment.

19. EMERALD shall conduct criminal history checks on all employees engaged in towing for the City of Pompano Beach. Such criminal history checks must be available for review when requested by the City Manager or the CITY's Police Department/BSO. CITY reserves the right to approve or reject, for any reasons, EMERALD's personnel assigned in performance of this Agreement at any time.

20. EMERALD shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the CITY's Risk Manager. EMERALD shall maintain the following insurance coverage as follows throughout the term of this Agreement:

- (a) Workers' Compensation Insurance covering all employees and providing benefits as required by Chapter 440, Florida Statutes, as amended. EMERALD further agrees to be responsible for employment, control and conduct of its employees and for any injuries sustained by such employees in the cause of their employment.
- (b) Public Liability Insurance:
  - (1) naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this Agreement;

(2) the public liability insurance shall include the types of insurance and minimum policy limits as set forth in RFP H-52-10, which is attached hereto and made a part hereof in Exhibit "A."

(c) EMERALD shall provide certification or proof of insurance that contains a provision for notification to CITY thirty (30) days in advance of any material change in coverage or cancellation period.

21. EMERALD covenants and agrees that it will indemnify, save and hold harmless the CITY and the CITY's contracted law enforcement provider, and all of their Commissioners, officials, officers, agents, and employees from any and all claims, losses, damages, cost charges or expenses, including attorney's fees, arising out of any action as a direct or proximate result of EMERALD's performance of this Agreement including, but not limited to, damages to any person or property to which the CITY or said parties may be subject, except that neither EMERALD nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the CITY or the CITY's contract law enforcement provider, or any of their officers, agents or employees.

22. Should EMERALD fail to comply with any of the provisions contained within Section 21 above and the CITY or CITY's Police Department/BSO, or both, be required to defend any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of EMERALD, its officers, agents or employees as a direct or proximate result of its performance of this Agreement, EMERALD shall be responsible for and agrees to reimburse CITY, and BSO, if applicable, for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

23. At all times during the life of this Agreement, EMERALD shall maintain and furnish the CITY with a Performance Bond in the amount of Fifty Thousand (\$50,000.00) Dollars, payable to the City of Pompano Beach should EMERALD fail to perform any of its requirements set forth in this Agreement. Such bond obligation may be satisfied utilizing bonds which are in effect for time periods less than the full life of this Agreement, but not for less than one (1) year in duration. However, no gap in

coverage shall be permitted during the term of this Agreement and all such bonds must first obtain prior approval of the CITY's Risk Manager, who shall not unreasonably withhold such approval . Upon the expiration date of any such bond in effect, the failure of EMERALD to renew or otherwise continue to utilize that bond for any ensuing year shall not constitute a breach of that bond, however failure to have a new bond in place or to meet the cash deposit requirement set forth below, shall constitute grounds for immediate termination of this Agreement. All bonds shall be in such form and executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as acceptable Reinsuring Companies" as published in Circular 570, as amended, by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent shall be accompanied by a certified copy of such agent's authority to act. The Performance Bond shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida and shall contain a provision for notification to the CITY sixty (60) days in advance of bond cancellation. EMERALD shall furnish to the CITY the required Bond within ten (10) days after notification of award of contract.

In lieu of a Performance Bond, EMERALD may provide the CITY with a cash deposit of Fifty Thousand (\$50,000.00) Dollars to be held by the CITY during the term of the Agreement to ensure EMERALD's performance in accordance with the terms of same. CITY shall place such cash deposit in a non-interest bearing account to be held during the term of this Agreement unless an approved performance bond meeting the requirements herein is substituted for same. CITY may draw upon said cash deposit to cover any amount required caused by EMERALD's failure to perform under any term of this Agreement after written notice has been provided to EMERALD by the CITY advising of the deficiency in performance requiring said use of funds. EMERALD shall be responsible to maintain the required cash deposit amount and should the CITY be required to draw any of the deposited funds, EMERALD shall be responsible to replenish any such amounts drawn within sixty (60) days to attain the required amount on deposit, and failure to do so shall constitute a violation and cause for termination of this Agreement. Said deposit shall be returned to EMERALD by the CITY within one year of the expiration or termination date of this Agreement, to ensure payment of potential claims from the time period the Agreement was in effect.

24. EMERALD agrees to levy charges and fees in accordance with the rate schedule submitted with the bid proposal that is attached hereto and made a part hereof as Exhibit "B." CITY shall not be responsible for the collection of any charges. The administrative charge set forth in Exhibit

“B” shall be that same administrative charge as established and permitted by the Broward County Board of Commissioners as prescribed by the Broward County Board of Commissioners. This administrative fee is imposed to cover the cost of title search, registered mailings and public advertising in accordance with Florida Statutes, as amended. Additional charges for trucks and unusual equipment shall be assessed only in accordance with a schedule of rates on file with the CITY’s Police Department/BSO and approved by the CITY prior to posting. EMERALD shall not charge an additional fee (“franchise fee,” etc.) directly to the consumer. A copy of the rate schedule for services provided by EMERALD under this Agreement shall be posted for the term of this Agreement in EMERALD’s storage facility and also made available in all units responding to calls from the CITY’s Police Department/BSO. Collection of any fees or charges from the public is the sole responsibility of EMERALD and not the CITY.

25. The rates established herein will remain firm and fixed for the term of this Agreement. The rates charged by EMERALD for towing, storage and any other services provided under this Agreement shall not be greater than the applicable maximum rates as provided in accordance with the rate schedule listed in the proposal documentation and as set forth in Exhibit “B” attached hereto and incorporated into this Agreement. Failure to adhere to this rate structure may constitute grounds for contract termination by the CITY upon thirty (30) days notice to EMERALD. In the event an audit indicates EMERALD has not honored the established rate schedule, EMERALD shall be liable for any and all overage charges to the customer and responsible for refunding same. Rates for any extension term are subject to negotiation between the parties and any changes require City Commission approval. Should EMERALD furnish a wrecker in a higher class than the one required for a particular class of vehicle, the only charges that would be authorized are those for the proper class of wrecker for the vehicle being towed or as requested by the City’s Police Department/BSO or Fire Rescue Department.

26. When a vehicle is classified by the CITY’s Police Department/BSO as “evidence” and a hold is placed on the vehicle, the provisions of Section 323.001, Florida Statutes, as amended, shall be applicable. However, having received consideration under this Agreement with the CITY, EMERALD shall agree not to seek or pursue collection of accrued towing and storage charges incurred pursuant to Section 323.001(2) (b), Florida Statutes, as amended, from the CITY’s Police Department/BSO per the statute or from the CITY.

27. A request for tow rate adjustment by EMERALD shall be made in writing to the City Manager ninety (90) days in advance of the contract renewal date. A request for an increased towing rate will also affect the fee paid to the CITY in an equal percentage increase.

28. EMERALD shall provide and maintain at least sixteen (16) vehicles composed of the following classifications:

- Four (4) Class "A" Wreckers
- Three (3) Class "B"
- Three (3) Class "C" Wreckers
- One (1) Class "D" Wrecker
- Five (5) Roll-Back or Slide Back Carriers

All wreckers must have:

- the capability of towing or carrying motorcycles;
- a boom capacity and winch minimum of four (4) tons; and
- a range capacity of up to twenty-five (25) tons.

Classes are as described and required by the State of Florida Highway Patrol. Said vehicles shall be adequately equipped and based in close proximity to the City of Pompano Beach to respond to the various requests of the CITY in the time prescribed for the various situations. In accordance with its proposal in response to RFP H-52-10, EMERALD agrees to provide and maintain the equipment list found in Exhibit "C" of this Agreement.

29. Tow trucks or wreckers used by EMERALD to tow vehicles from the streets and properties within the City, as herein provided, will adhere to the following minimum guidelines:

- (a) The name of the establishment must be lettered in a professional manner on both sides of the vehicles.
- (b) There shall be a rotor beam type light or equivalent lighting device mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color, and shall not be in operation when a wrecker has been dispatched to a tow call. The rotating amber light will

only be used at the scene of the tow, and while towing the vehicle back to a compound. No tow vehicle will be equipped with a siren.

- (c) Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.
- (d) Red lights and red reflectors shall be installed on the rear and rear sides.

30. EMERALD shall have a minimum of two (2) vehicles available to respond within ten (10) minutes to an emergency scene and a response time of no more than thirty (30) minutes for non-emergency calls, on a twenty-four (24) hour basis, to assist the CITY's Police Department/BSO or Fire Rescue Department. EMERALD agrees that in pursuance of the services to be performed under this Agreement, no agent or employee of EMERALD will respond to such services with a wrecker from their residence if that residence is within the City limits of Pompano Beach.

31. EMERALD shall operate and maintain a storage garage and outside storage facility at 4000 North Powerline Road, Deerfield Beach, Florida in compliance with the requirements set forth in RFP H-52-10, and EMERALD's response to same, and all applicable federal, state, county and local regulations. This storage facility shall be protected by an alarm system or guard dog, with a solid wall or substantial wire fence not less than six (6) feet in height. The fence shall screen the enclosed area from public view, and barriers shall be affixed to the top of the fence to discourage access.

32. The outside storage area shall include, but not be limited to:
- holding a minimum of two hundred (200) vehicles, properly spaced to provide access and removal of vehicles and
  - having lighting to reveal persons/vehicles at a minimum of one-hundred fifty (150) feet.

33. EMERALD shall provide a minimum of six (6) enclosed, secured storage units, capable of storing a minimum of three (3) vehicles each inside as well as property of evidentiary value for law enforcement purposes only. The inside storage units will have lighting to reveal persons/vehicles at a minimum of one-hundred fifty (150) feet and will be weatherproof. EMERALD shall provide a minimum of one (1) storage unit with a hydraulic lift to permit inspection of underside of vehicles. The inside storage units shall have paved floors, i.e., concrete or asphalt, and be free of dirt, standing water

and vegetation. The work area shall be a minimum of eight (8) feet by twenty (20) feet per vehicle with at least an eighty-one (81) inch ceiling. Each inside storage unit must have an electrical and lighting source sufficient to allow for the processing of a vehicle.

34. Any area within the facility, that is designated a police storage lot for the purpose of holding vehicles that may be evidence in a criminal cause, will have the appropriate security fencing and a working electronic surveillance system. The CITY's Police Department/BSO will conduct, at a minimum, annual Crime Prevention through Environmental Design (CPTED) security assessments. EMERALD shall make every effort to complete any recommendations from the completed assessment.

35. EMERALD may subcontract with another storage facility to meet short-term demands, provided that the temporary storage facility meets all of the requirements as set forth in RFP H-52-10 and in this Agreement.

36. EMERALD shall provide, at the request of the CITY's Fire Rescue Department or Police Department/BSO, use of their storage facility as an extrication site, and shall cover a vehicle with weatherproof material or otherwise provide weatherproof protection or storage when required in the opinion of EMERALD and with the concurrence of the owner or CITY's Police Department/BSO. A one-time fee as set forth in the rate schedule attached hereto as Exhibit "B," may be charged for this service, and no additional charges for this service may be required.

37. EMERALD will not change the storage facility location without written permission from the CITY.

38. EMERALD's liability for a towed vehicle, and all personal property contained therein, will commence within the time the wrecker is hooked onto the vehicle to be towed. EMERALD will have its employee, representative, or agent review the inventory of all personal property in the vehicle(s) that he or she is directed to tow with a CITY Police Officer/BSO Deputy Sheriff or the owner or possessor of the vehicle(s). Such inventory shall be made in triplicate and shall be maintained by EMERALD as a permanent record. One copy of the inventory shall be given to the owner/operator of the vehicle towed, if known, or securely attached to the vehicle, and the CITY Police Department/BSO shall retain one copy. EMERALD shall be solely liable and responsible to the owner, or person or legal entity entitled to lawful possession, for all personal property in any vehicle towed under this Agreement.

39. EMERALD agrees to assume responsibility for any articles of personal property left in the vehicle and listed on the vehicle storage receipt form. EMERALD agrees to replace with an equivalent any such article, or to reimburse the owner for the value of any missing article upon verification of the loss by the CITY's Police Department/BSO.

40. EMERALD shall allow the owner, or authorized agent of the owner of the vehicle to have access to their vehicles in the storage compound during normal business hours. Access shall be limited to any lawful purpose including, but not limited to, removal of personal items from the vehicle or inspection for insurance purposes. There shall be no charge attached to this access.

41. EMERALD agrees to accept, at a minimum, the following forms of payment at the storage compound and in the field, if necessary, from the public: cash, at least one major credit card, any commercial business check, traveler's check, or money order.

42. Personal property in the vehicle stored by EMERALD shall not be disposed of to defray any charges for towing or storage of vehicles without a Court Order or other proper legal procedure.

43. EMERALD will provide to the CITY's Police Department/BSO, on a monthly basis, a complete and detailed listing of all personal property coming into EMERALD's control as a result of this Agreement, and which has remained in EMERALD's control for a period in excess of thirty (30) days. Said listing may consist of copies of the tow reports if said property is clearly documented in same.

44. EMERALD shall allow members of the CITY's Police Department/BSO to inspect the storage facility and the vehicles stored therein without previous notice and the address of the compound shall be supplied to the CITY's Police Department/BSO and kept current, including all temporary facilities utilized by EMERALD.

45. EMERALD shall be responsible for clean up of accident debris and the removal of hazardous waste spills at the scene of the accident when EMERALD is requested to remove one or more vehicles and EMERALD shall transport and dispose of all such debris and hazardous materials in accordance with all applicable laws, rates and regulations.

46. EMERALD shall furnish inside storage or other form of adequate protection for all vehicles, which are of a body type, or in a physical condition, which is such that inclement weather could result in damage thereto.

47. In the event that EMERALD has in its possession vehicle(s) or personal property, arising out of this Agreement, for a period in excess of thirty (30) days and is ordered to turn this property over to the County or Circuit Court, the Sheriff of Broward County, or the CITY's Police Department pursuant to Chapter 705 or 715 of the Florida Statutes, as amended, EMERALD agrees to forego its possessory garageman's lien to collect any storage or towing charges due and owing.

48. EMERALD agrees to release any vehicle that has not been marked "HOLD," providing proof of identification and ownership is presented. EMERALD further agrees that any vehicle towed that is marked "HOLD" cannot be released without written authority from the CITY's Police Department/BSO. EMERALD shall not divulge any information with respect to a towed vehicle when such a vehicle has a police hold. Anyone wishing to obtain such information shall be referred to the designated person(s) who placed the "HOLD" at the CITY's Police Department/BSO. Persons who make application for the release of towed and/or stored vehicles shall be required to present a copy of the tow-in sheet and proof of ownership by presentation of a title or registration which shall be permitted to be retrieved from the vehicle, if applicable.

49. EMERALD shall keep such records and accounts, and require any and all subcontractors to keep records and accounts, as may be necessary to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which EMERALD expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

50. EMERALD shall have the capability of producing information and status reports concerning each vehicle serviced by the company as may be required by the CITY's Police Department/BSO for its purposes. EMERALD shall submit a report to the CITY, by the 21st of each month for the previous month, the following reports:

Towing Activity Report, to include for each tow:

- 1) Date of tow
- 2) Service call number assigned by the CITY's Police Department/BSO
- 3) Type of tow such as accident, parking, city vehicle, etc.

Vehicle Release Report, to include:

- 1) All information contained in the Towing Activity Report;
- 2) Date vehicle released or disposed of;
- 3) Method of disposition, such as release to owner, release to law enforcement, etc.; and
- 4) A complete breakdown of all towing charges, including sales taxes.

51. EMERALD shall use the CITY's Police Department's/BSO's Vehicle Hold and Storage Receipt (BSO RP #53) (Attachment "C" of RFP H-52-10) to document vehicular as well as inventoried item information contained therein.

52. EMERALD shall have prepared billheads, setting forth the names and addresses of the places of business of EMERALD. Before the owner claims an impounded vehicle or person lawfully entitled to possession, EMERALD will provide such person with a list of its rates for towing, storage and other services under this Agreement, and an itemized statement of all charges for the towing and storage for the specific vehicle(s). EMERALD shall retain a duplicate copy of such bill and shall produce same upon demand of the CITY or its Police Department/BSO.

53. Before receiving payment, EMERALD, its agent, servant, employee or assign, will prepare a bill on the above billhead, in duplicate, containing the following information:

- (a) name and address of the person engaging EMERALD;
- (b) license number of the vehicle(s);
- (c) motor and vehicle identification number;
- (d) personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession; and

(e) make, year, model, color of vehicle(s) towed and/or stored.

54. EMERALD shall keep a hard covered log of the number and type of calls handled under this Agreement. The log shall contain the date the vehicle(s) were towed, the make, model, license plate (if known), the vehicle identification number, and the name and address of the owner or driver or person claiming the vehicle(s), and the date the vehicle(s) was released to the owner or driver, and charges for same.

55. EMERALD will provide to the CITY's Police Department/BSO, on a monthly basis, a complete and detailed listing of vehicles which have been towed pursuant to this Agreement, and which have remained on EMERALD's lots for a period in excess of thirty (30) days. The same information will be provided to the CITY relating to personal property coming into EMERALD's control as a result of this Agreement, which has remained in EMERALD's control for a period in excess of thirty (30) days.

56. EMERALD, during the term of this Agreement shall not engage directly or indirectly or through any subsidiary or other entity in the automobile repair, automobile paint and/or body repair business, salvage, junkyard, or automobile recycling or remove any parts from any vehicle towed or stored pursuant to the provisions herein. EMERALD, however, will not be precluded from subcontracting with a storage facility for the temporary storage of derelict vehicles or vessels.

57. Nothing contained herein shall prevent the owner or operator of a motor vehicle located within the corporate limits of Pompano Beach from requesting a wrecker or tow truck of his own choice or requesting that his vehicle be towed to a garage or compound other than that of EMERALD.

58. No negotiations, decisions, or actions shall be initiated or executed by EMERALD because of any discussions with any CITY employee. Only those communications, which are in writing from the CITY, may be considered as a duly authorized expression on behalf of the CITY. In addition, only signed and written communication from authorized representatives of EMERALD will be recognized by the CITY as duly authorized expressions on behalf of EMERALD.

59. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein

until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**FOR CITY:**

City of Pompano Beach  
Attention: City Manager  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060

**FOR EMERALD:**

James M. Jennings, President  
Emerald Transportation Corporation  
4000 North Powerline Road  
Deerfield Beach, Florida 33073

60. All disputes concerning the level of service or any matter referred to herein will be referred to the City Manager of the City of Pompano Beach, or his designee, who shall conduct such investigation and inquiries, including discussions with the company which may be required to appropriately investigate the complaint and obtain accurate information. EMERALD agrees to cooperate with the City Manager or his designee in their investigation of such matters. The City Manager, or his designee, shall be the sole judge of the merits of the dispute and the company shall abide by their decision.

61. Unless specifically amended and except as otherwise provided herein, CITY and EMERALD agree to be bound by all terms, conditions, duties, obligations and specifications set forth in the "City of Pompano Beach Proposal for Vehicle Towing and Wrecker Service" from EMERALD, a copy of which is attached to the Agreement and incorporated herein by reference as composite Exhibit "D" (the "Proposal") and RFP H-52-10 from the City of Pompano Beach, a copy of which is attached to the Agreement and incorporated herein by reference as composite Exhibit "A."

62. EMERALD shall maintain during the term of this Agreement all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the CITY's Internal Auditor. The CITY's Internal Auditor shall be permitted to audit and examine the books of account, reports, and records relating to this Agreement during normal business hours.

63. There shall be no discrimination as to race, gender, sex, color, creed or national origin in the operations conducted under this Agreement. EMERALD shall conduct its business in an orderly and ethical manner at all times and shall use every means to obtain and keep the confidence of the general public. All public contact shall be in a courteous and orderly manner.

64. This Agreement constitutes the entire understanding and Agreement between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. The parties agree that should any issue arise regarding conflicting language in the RFP and Proposal and this Agreement and or any additional exhibit, the language in this Agreement and/or other exhibits shall prevail. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provisions shall be given its nearest legal meaning or be construed or deleted as such authority determines and the remainder of this Agreement shall be construed to be in full force and effect.

65. No waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

66. EMERALD shall be deemed an independent Contractor for all purposes, and the employees of EMERALD or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of CITY. As such, the employees of EMERALD, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by CITY nor shall such contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers compensation, unemployment compensation , or the like from CITY.

67. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by EMERALD without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of EMERALD shall constitute an assignment that

requires CITY approval. However, this Agreement shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

68. This Agreement may be terminated by the CITY without cause upon providing EMERALD with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under this Agreement for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that each party may have.

69. It is expressly understood by and between the parties to this Agreement that CITY is a municipal corporation and that this Agreement relates to services that clearly affect the health and welfare of the citizens of the City of Pompano Beach. The provision of towing and wrecker service is further clearly related to the maintenance of the CITY's vehicles and safety of the streets and thoroughfares of CITY. By virtue of the extraordinary nature of the obligations of CITY dealt with in this Agreement, it is understood and agreed by EMERALD that this Agreement shall be terminated by CITY immediately at any time that CITY has evidence that EMERALD has abandoned its duties and responsibilities under this contract by its failure to respond three (3) times during any year to requests by CITY or its Police Department/BSO for tows and therefore is not performing in accordance with the terms of this Agreement. (A delayed response in excess of the required times set forth in Section 30 may be considered a failure to respond unless EMERALD can demonstrate that such delay was caused by circumstances not attributable to them or beyond their control.) It is further understood and agreed that EMERALD shall have no claim for damages whatsoever and EMERALD does hereby release CITY from any claim for any damages of any kind in accordance with the performance and with the terms of this Agreement in the event of cancellation of this Agreement by CITY at any time for the grounds stated in this section. Further, it is understood that by the very nature of the terms of this Agreement and the municipal function related to herein that CITY may cancel this Agreement at any time pursuant to the procedures set forth in this Agreement.

70. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. Venue for litigation between the parties to this Agreement shall be in Broward County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Chester Wodka

By: [Signature]  
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of February, 2011 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

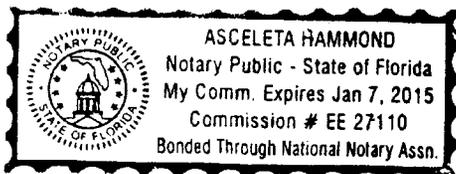
NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**"LICENSEE":**

Witnesses:

*Jeanise Barbe*  
Print Name: Jeanise Barbe

*Charles F. Beane*  
Print Name: CHARLES F. BEANE

**EMERALD TRANSPORTATION CORPORATION**  
a Florida corporation

BY: *James M. Jennings*  
**JAMES M. JENNINGS, PRESIDENT**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of Feb,  
2011 by **JAMES M JENNINGS**, as President of **EMERALD TRANSPORTATION CORPORATION**, who is  
personally known to me or who has produced personally know to me, as  
identification.

NOTARY'S SEAL  
NOTARY PUBLIC-STATE OF FLORIDA  
 Christine Marie Dale  
Commission #DD768045  
Expires: APR. 08, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

*Christine Marie Dale*  
NOTARY PUBLIC, STATE OF FLORIDA  
*Christine Marie Dale*

MEB:jrm  
2/9/11  
l:agr/mgr/2011-506

(Name of Acknowledger Typed, Printed or Stamped  
00768045 Commission Number

# **EXHIBIT A**

**REQUEST FOR PROPOSALS (RFP)**

**H-52-10**

August 5, 2010

CITY OF POMPAÑO BEACH, FLORIDA

REQUEST FOR PROPOSALS

H-52-10

The City of Pompano Beach ("City") invites qualified firms to submit proposals to provide vehicle towing and wrecker services within the corporate limits of the City of Pompano Beach for an initial term of five years, with the option of one renewal term for an additional five years.

The City will receive sealed proposals until 2:00 p.m. (local), August 27, 2010, in the City's Purchasing Office, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

1. Scope Of Services

The City of Pompano Beach, Florida desires to enter into a contract with a qualified firm to provide non-exclusive vehicle towing and wrecker service within the corporate limits of the City of Pompano Beach. The Contractor shall have exclusive rights to provide service for private vehicles ordered towed by City authorities, within the City of Pompano Beach, Florida and during the designated period, except as otherwise noted herein. The towing service, at a minimum will include towing for all City vehicles, to include the City's Police Department or the City's contracted law enforcement provider, if applicable, within the corporate limits of Pompano Beach. In addition, the towing service will have the exclusive right to tow police confiscated vehicles that are towed from the City of Pompano Beach. When requested, the towing service will have the exclusive right to tow from any City property to include any CRA property and Air Park property. The vendor agrees to provide to the City at no charge appropriate "Tow Away" signs.

Based on historical information, it is estimated that the Contractor will perform approximately 3,000 tows per year as a result of this contract. This estimate is for informational purposes only, and no warranty or guarantee is given or implied as to the amount of tows a firm may conduct a result of this contract.

The specifications contained herein are meant to indicate minimum standards and requirements necessary for proper services as required by the City of Pompano Beach.

Nothing in these specifications shall be interpreted to limit the responsibilities of the Contractor from carrying out additional measures required to meet the intent and quality level specified.

Nothing contained herein shall prevent the owner or operator of a motor vehicle from calling a wrecker of their own choice or requesting that their vehicle be towed to a garage or storage compound other than that of the contract holder.

2. **Minimum Requirements**

Note: Throughout this document, all references to the City's Police Department shall also be construed to refer to the City's contracted law enforcement provider.

- a. Proposer shall be a holder of a general towing and wrecker service license, and must have been regularly engaged in the towing/wrecker/storage business for a minimum of five (5) years.

The Proposer must indicate the exact location of the facility from which vehicles will be dispatched, and if a separate location, where the home storage yard and office will be located.

The home storage yard must be located within a five-mile radius of the center of Pompano Beach; a map showing these boundaries is included herein; the boundaries are (approximate) north to Southwest 10th Street, west to 441, and south to Oakland Park Boulevard.

- b. All vehicles used during the term of this contract must contain a two-way radio communication system, to enable continuous direct contact with the vehicle driver from an office of the successful vendor.
- c. The vehicles used must be commercially manufactured, constructed, and equipped for the tow of vehicles as specified by the City's Police Department. The vehicles, at all times, must be properly maintained and kept in a high degree of mechanical and safe operating condition.
- d. Vehicle operator/drivers must meet the following qualifications:
- 1) Possess a valid Commercial Driver's License.
  - 2) Have a detailed knowledge of the street names and street layout in the City.
  - 3) Shall certify that that the individual is familiar with current traffic laws of the State of Florida and the City of Pompano Beach regarding the operation of emergency equipment. The traffic laws may be obtained at the City's Police Department. Such certification must be kept on record at the home office of the successful vendor.
  - 4) Shall have physical qualifications to enable the individual to perform the normal tasks required to operate the various required equipment.

- 5) The vendor must conduct criminal history checks on all employees engaged in such towing for the City of Pompano Beach. Such criminal history checks must be available for review when requested by the City Manager or City's Police Department.

### 3. Required Equipment

- a. The vendor shall provide and maintain a minimum of sixteen (16) vehicles as follows:

- 1) Four (4) Class "A" Wreckers
- 2) Three (3) Class "B" Wreckers
- 3) Three (3) Class "C" Wreckers
- 4) One (1) Class D Wrecker

Note: Wreckers above shall have the capability of towing or carrying motorcycles; must have a boom capacity and winch minimum of four (4) tons; and, range capacity shall be up to 25 tons.

- 5) Five (5) Roll-Back or Slide-Back Carriers

Minimum required equipment on each wrecker is listed on Attachments D-G.

NOTE: The proposer (company) shall attach a list to their response of all equipment available to be used under this RFP. The list shall include at a minimum the following for each unit: Class, Unit # (if so identified); Model Year; Make and Type; Wrecker Capacity, and vehicle condition.

- b. Vehicle class is described and required by the Florida Highway Patrol.
- c. All vehicles shall be equipped to provide the service required in this type of work.
- d. Vehicles should be based in close proximity to the City of Pompano Beach to respond to the various requests of the City in the time prescribed for the various situations.
- e. The company must have a minimum of two (2) vehicles available to respond within ten (10) minutes to an emergency scene, and a response time of no more than thirty (30) minutes for non-emergency calls, on a twenty-four (24) hour basis to assist the City's Police or Fire Departments.
- f. The list of equipment submitted with the Proposal shall also include a description of all types of extraction equipment available to be used under this RFP to include the availability of low-pressure air bags or equivalent type of equipment for use in handling propane or flammable liquid tanker trucks, etc.

- g. The company shall equip all vehicles with equipment needed to "clean" a scene of an accident as prescribed by State statute.

4. **Storage Facility**

- a. It shall be the responsibility of the Contractor to maintain on office, answering service or other type facility to receive telephone communications 24 hours per day, seven days per week, for immediate dispatch to location(s) as directed. The Contractor will maintain telephone communications 24 hours a day to answer calls from the City's Police Department, and public.
- b. The home storage yard shall contain, at a minimum, the following:
1. The Contractor shall provide an outside storage area that holds a minimum of two hundred (200) vehicles, properly spaced to provide access and removal of vehicles. The outside storage area will have lighting to reveal persons/vehicles at a minimum of 150 feet. The storage facility must be protected by an alarm system or guard dog, with a solid wall or substantial wire fence not less than six (6) feet in height. The fence shall screen the enclosed area from public view, the storage area fully illuminated, and barriers shall be affixed to the top of the fence to discourage access over the top.
  2. The Contractor shall provide a minimum of six (6) enclosed, secured storage units, capable of storing a minimum of three (3) vehicles each inside as well as property of evidentiary value for law enforcement purposes only. The inside storage units will have lighting to reveal persons/vehicles at a minimum of 150 feet and will be weatherproof. The Contractor shall provide a minimum of one (1) storage unit with a hydraulic lift to permit inspection of underside of vehicles. The inside storage units shall have paved floors, i.e., concrete or asphalt, free of dirt, standing water or vegetation. The work area must be a minimum of 8' x 20' per vehicle with at least an 81" ceiling. Each inside storage unit must have an electrical and lighting source sufficient to allow for the processing of a vehicle.
  3. The Contractor does have the right to sub-contract with another storage facility to meet short-term demands due to an overflow of vehicles only. The sub-contracted yard must be approved by the City and must meet the requirements for a storage facility as indicated within this agreement. The storage compound shall be owned or leased by the Contractor. Such garage and storage facilities shall be capable of storing all vehicles towed by the company until these vehicles are lawfully reclaimed from the company or legally disposed of.

- c. The Contractor shall be responsible for all inventoried property at the moment the company's tow vehicle is attached to the "vehicle to be towed".
- d. Any area within the facility that is designated a police storage lot, will have the appropriate security fencing and will have working electronic surveillance system. The City's Police Department will conduct, at a minimum, annual CPTED (Crime Prevention through Environmental Design) security assessments. The Contractor will make every effort to complete any recommendation from the completed assessment.
- e. The Contractor shall be responsible for all vehicles and inventoried property therein while said vehicles are stored in the company storage facility and shall be prepared to release any vehicle between 7:00 a.m. to 7:00 p.m., Monday through Saturday. The Contractor further agrees to provide on-call personnel to release vehicles between 7:00 p.m. and 7:00 a.m. and on Sunday.
- f. The Contractor shall allow members of the City's Police Department to inspect its storage facility and the vehicles stored therein without previous notice.
- g. Owners of towed vehicles must be granted access to their vehicles in the storage compound during normal business hours. Access is limited to any lawful purpose including but not limited to inspection for insurance purposes. There shall be no charge attached to this access.
- h. The Contractor agrees to accept, at a minimum, the following forms of payment, at the storage compound and in the field (if necessary) from the public: Cash, at least one major credit card and any commercial business check or travelers check.

5. **Business Conflict of Interest**

- a. The Contractor shall not engage directly or indirectly or through any subsidiary or other entity in the following type ventures:
  - 1) Automobile repair
  - 2) Automobile paint and body repair
  - 3) Salvage, junkyard or auto-recycling
- b. The above does not preclude the Contractor from sub-contracting with a storage facility for temporary storage of derelict vehicles.

6. **Towing of City-Owned Vehicles**

The Contractor shall provide all required towing and road service that may be required by the City of Pompano Beach in the operation and maintenance of its City owned and leased vehicles, and the City's contracted law enforcement provider if applicable, at no charge from sites within the limits of Broward County.

When such towing requirements are for City owned and leased vehicles outside of the limits of Broward County, the Contractor will be paid a reasonable fee in keeping with the charges customarily levied to the general public for rendering towing and road services of equal kind.

7. **Reporting Capability & Requirements**

- a. The Contractor shall have the capability of producing information and status reports concerning each vehicle serviced by the company as may be required by the City's Police Department for policy purposes.
- b. Contractor shall submit a report to the City, by the 15<sup>th</sup> of each month for the previous month, the following reports. The form of reports shall be determined by the Contractor, but are subject to the approval of the City.

Towing Activity Report, to include for each tow:

- 1) Date of tow.
- 2) Service call number assigned by the Police Department.
- 3) Type of tow such as accident, parking, City vehicle, etc.

Vehicle Release Report, to include:

- 1) All information contained in the Towing Activity Report.
- 2) Date vehicle released or disposed of.
- 3) Method of disposition such as release to owner, release to Police, etc.
- 4) A complete breakdown of all towing charges, including sales taxes.

8. **Impounded Vehicle Report**

The Contractor will be provided a Vehicle Hold and Storage Receipt BSO RP #53 (see sample attached) by the City's Police Department. The form is used by the City's Police Department and the towing company, to document vehicular as well as inventoried item information contained therein.

9. **Fee to be Paid to the City**

The successful proposer (Contractor) shall pay the City a fee of at least \$50,000.00 annually, payable in advance in equal monthly installments. Proposers are encouraged to submit fee proposals in excess of the \$50,000.00 minimum. Proposers must complete Attachment B indicating the annual fee offered to the City.

Monthly payments shall be payable on the first day of each calendar month until the termination of the contract. If the payment is delinquent by more than fifteen (15) days after the payment is due, an additional charge of one hundred (\$100) dollars per day will be due for each day's delay in payment, retroactive to and beginning with the due date of the payment. In the event that a delinquent payment and resulting penalties are due, any payments received will first be applied to the penalty amount, prior to being applied to the regular monthly payment due. In this respect, the \$100 penalty fee shall accrue until the monthly payment and all applicable penalties are paid in full

10. **Towing / Wrecker / Storage Charges to Public**

A complete rate schedule must accompany this proposal (See Attachment A). The rates are those to be charged to the public and must be comprehensive and all-inclusive, containing rate charges for all types of towing, vehicle storage, additional equipment (dollies, etc.), and labor charges. Additional charges for trucks and unusual equipment shall be assessed only in accordance with a schedule of rates on file with the City's Police Department and approved by the City prior to posting.

The Contractor may not charge an additional fee ("franchise fee", etc.) directly to the consumer.

A copy of the rate schedule for services provided by the company under this RFP shall be posted for the length of the resulting contract in their home office, storage yard, etc. A copy should also be available in all units responding to calls from the City's Police Department. The City shall not be responsible for the collection of any charges from the public. Collection is the sole responsibility of the company.

These rates will be firm for the initial five (5) year period of the contract. Rates proposed are a factor in the Evaluation Criteria for this solicitation.

A request for tow rate adjustment by the Contractor must be made in writing to the City Manager ninety (90) days in advance of the contract renewal date. A request for an increased towing rate will also affect the fee paid to the City in an equal percentage increase.

When a vehicle is classified by the City's Police Department as "evidence" and a hold is placed on the vehicle, the provisions of section 323.001, Florida Statutes shall be applicable. However, having received consideration under the agreement with City, the selected contractor shall agree not to seek nor pursue collection of accrued towing and storage charges incurred pursuant to section 323.001(2)(b), Florida Statutes, from the City's Police Department per the statute, or from the City.

**11. Bonding Requirement**

Before commencing operations under a contract based on this RFP, the successful proposer (Contractor) shall furnish the City of Pompano Beach a Performance Bond for the life of the contract in the amount of \$50,000.00, payable to the City of Pompano Beach should the company fail to perform as stipulated in this RFP and resulting agreement.

All bonds shall be in such form and executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

The Performance Bond shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida.

The Performance Bond must contain a provision for notification to the City sixty (60) days in advance of bond cancellation.

The successful proposer (company) shall furnish to the City the required bond within ten (10) days after notification of award of contract.

All Proposers must include in their Proposal a letter from the surety company that would issue the Performance Bond, verifying that the firm is eligible to obtain the bond required herein.

In lieu of a Bond, the City would accept a cash deposit of \$50,000 to be held during the contract term to ensure performance as stated above. If the Proposer anticipates providing the City with cash in lieu of a bond, they must provide satisfactory evidence to the City that the firm has such cash available for this use.

**12. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and the City's contracted law enforcement provider, if applicable, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or the City's contracted law enforcement provider, if applicable, or any of their officers, agents or employees

**13. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager. The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
  - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
  - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	LIMITS OF LIABILITY
<b>GENERAL LIABILITY</b>	
<i>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</i>	
XX comprehensive form	bodily injury and property damage combined
XX premises - operations	
— explosion & collapse hazard	
— underground hazard	
— operations hazard	
XX contractual insurance	
XX broad form property damage	
XX independent contractors	
XX personal injury	
<hr/>	
<b>AUTOMOBILE LIABILITY</b>	
<i>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</i>	
XX comprehensive form	bodily injury (each person) and bodily injury (each accident)
XX owned	
XX hired	bodily injury and property damage combined
XX non-owned	
<hr/>	
<b>EXCESS LIABILITY</b>	
<i>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</i>	
XX umbrella form	bodily injury and property damage combined
— other than umbrella	
<hr/>	
XX Garage Liability	<i>MINIMUM \$1,000,000 OCCURRENCE/\$3,000,000 AGGREGATE</i>
XX Garage Keepers (hook & tow)	
<hr/>	

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

**14. Retention of Records and Right to Access**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with recommendation for changes, additions, or deletions by the City's Internal Auditor. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years following contract expiration.

**15. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm because of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**16. No Discrimination**

There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

**17. Independent Contractor**

The selected firm shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers, unemployment compensation, or the like from City.

**18. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**19. Contract Terms**

The contract shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach, and the City's contracted law enforcement provider, if applicable, defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach, and the City's contracted law enforcement provider if applicable, for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

20. **Waiver**

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

21. **Survivorship Rights**

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

22. **Termination**

The contract may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

23. **Manner of Performance**

Proposer agrees to perform its duties and obligations under this contract in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations.

Proposer agrees that the services provided under this contract shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of contract.

**24. Submission/Format Requirements**

**Eligibility:** To be eligible to be considered for this contract Proposers must meet the following minimum requirements:

- a. The firm shall have regularly engaged in the towing/wrecker/storage business for a minimum of five (5) years.
- b. The firm must clearly indicate the expertise and facilities to service the City of Pompano Beach as outlined in the RFP.

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contract for the Proposer.

**Information to be included in the proposal:** In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below, separated by tabs:

**Title page:**

Show the project name and number, the name of the proposer's firm, address, telephone number, name of contact person, and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Transmittal:**

Briefly state the proposer's understanding of the project and express a positive commitment to provide the services within. State the name(s) of the person(s) who will be authorized to make representations for the proposer, their title(s), addresses, and telephone numbers. Please limit this section to two pages.

**Fees:**

The proposal response must include a schedule of fees to be charged the public for various services performed, and the proposal response must include the annual fee offered to the City. Submit completed forms Attachment A and Attachment B.

**Experience:**

Provide evidence that the firm has been regularly engaged in the towing/wrecker/storage business for a minimum of five (5) years; submit copies of current and past Business Tax Receipts (also known as Occupational Licenses).

A summary of proposer's experience for similar services provided on a daily basis and any governmental entities that are currently being served by the proposer (company).

**Signature Page:**

The Proposal Signature Page must be completed, signed, and returned.

**References:**

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference. Submit references for the past five years. References will be contacted.

**Litigation:**

Disclose any litigation within the past 5 years arising out your firm's performance.

**Equipment:**

The proposer (company) shall attach a list to their response of all equipment available to be used under this RFP. The list shall include at a minimum the following for each unit: Class, Unit # (if so identified); Model Year; Make and Type; Wrecker Capacity and vehicle condition. List any extraction equipment available for use under this contract.

If the proposer will lease additional equipment to service this contract, the Proposal must include a letter from Proposer's bank, etc., verifying they have access to funds to lease the equipment immediately upon commencement of the contract.

**Home Storage Yard/Office:**

Provide address of home storage yard and office. The proposer (company) shall provide proof that such home storage yard and office meets the requirements of the applicable City or County Zoning codes.

**Dispatch:**

Provide address of your dispatch location, if different from the home storage location.

**Return all RFP pages, initialed where indicated.**

**25. Questions and Communication**

All questions must be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received by 2:00 p.m. on August 20, 2010, at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the RFP document from the City.

**26. Addenda**

In the event it becomes necessary to revise, change, modify, or cancel this RFP, addenda will be issued to all known recipients of this solicitation.

**27. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**28. RFP Conditions and Provisions**

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

29. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	<p>Understanding of the Project</p> <ul style="list-style-type: none"> <li>• Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>• How well has the proposer identified pertinent issues and potential problems related to the project?</li> <li>• Has the proposer demonstrated that it understands what the city expects the vendor to provide?</li> </ul>	0-10
2.	<p>Equipment/Facilities</p> <ul style="list-style-type: none"> <li>• Has the proposer adequately described the size of the storage facilities, equipment, and reporting capability to be used?</li> <li>• Has the proposer provided adequate information detailing the location of the home storage yard and office and conformance to applicable zoning codes?</li> </ul>	0-20
3.	<p>Experience and Qualifications</p> <ul style="list-style-type: none"> <li>• Does the firm have experience on similar type contracts?</li> <li>• Length of time in business?</li> <li>• Type and number of vehicles available and the adequacies of these units?</li> <li>• Are references complete and do they demonstrate experience that would indicate the ability to perform this type of contract for the City?</li> </ul>	0-50
4.	<p>Schedule of Fees (Charges to Public and Annual Payment to City)</p> <ul style="list-style-type: none"> <li>• Attachments A and B</li> </ul>	0-20

The Committee has the option to use the above criteria for the initial ranking to short-list proposers and to use an ordinal ranking system to score short-listed proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs because of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

30. Standard Provisions

a. Governing Law

Interested vendors will agree that the laws of the State of Florida shall govern agreements, and the venue for any legal action will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Contact Information

For additional information regarding this solicitation, please contact Ms. Leeta Hardin, General Services Director, at (954) 786-4098.

PROPOSAL SIGNATURE PAGE

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) James M. Jennings Title President

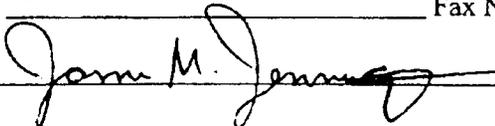
Company (Legal Registered) Emerald Transportation Corporation

Federal Tax Identification Number 65-0463240

Address 4000 North Powerline Road

City/State/Zip Pompano Beach, Florida 33073

Telephone No. 954-917-4747 Fax No. 954-917-4737

Signature  Date August 25, 2010

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. None. Date Issued \_\_\_\_\_

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: None

**ATTACHMENT A**  
**RATE SCHEDULE**

1.	Class A Tow	
	a. Hookup and first 15 minutes	\$ <u>90.00</u>
	b. Each additional 30 minutes	\$ <u>35.00</u>
	c. Mileage outside of City limits	\$ <u>3.00</u> /mile
	d. Outside storage (after 6 hours)	\$ <u>24.00</u> /day
	e. Inside storage (after 6 hours)	\$ <u>30.00</u> /day
	f. Winch and recovery first 15 minutes	\$ <u>90.00</u>
	g. Each additional 30 minutes	\$ <u>35.00</u>
	h. Road Service	\$ <u>55.00</u>
2.	Class B Tow	
	a. Hookup and first 15 minutes	\$ <u>135.00</u>
	b. Each additional 30 minutes	\$ <u>55.00</u>
	c. Mileage outside of City limits	\$ <u>4.00</u> /mile
	d. Outside storage (after 6 hours)	\$ <u>30.00</u> /day
	e. Inside storage (after 6 hours)	\$ <u>35.00</u> /day
	f. Winch and recovery first 15 minutes	\$ <u>135.00</u>
	g. Each additional 30 minutes	\$ <u>55.00</u>
	h. Road Service	\$ <u>75.00</u>
3.	Class C Tow	
	a. Hookup and first 15 minutes	\$ <u>225.00</u>
	b. Each additional 30 minutes	\$ <u>100.00</u>
	c. Mileage outside of City limits	\$ <u>4.00</u> /mile
	d. Outside storage (after 6 hours)	\$ <u>35.00</u> /day
	e. Inside storage (after 6 hours)	\$ <u>40.00</u> /day
	f. Winch and recovery first 15 minutes	\$ <u>225.00</u>
	g. Each additional 30 minutes	\$ <u>100.00</u>
	h. Road Service	\$ <u>90.00</u>
4.	Class D Tow	
	a. Hookup and first 15 minutes	\$ <u>300.00</u>
	b. Each additional 30 minutes	\$ <u>125.00</u>

c.	Mileage outside of City limits	\$ <u>4.00</u> /mile
d.	Outside storage (after 6 hours)	\$ <u>40.00</u> /day
e.	Inside storage (after 6 hours)	\$ <u>45.00</u> /day
f.	Winch and recovery first 15 minutes	\$ <u>300.00</u>
g.	Each additional 30 minutes	\$ <u>150.00</u>
h.	Road Service	\$ <u>125.00</u>
5.	Miscellaneous Charges	
a.	Administrative Fee	\$ <u>47.50</u>
b.	Certified Divers, per diver per hour	\$ <u>150.00</u> /hour
c.	Dollies	\$ <u>0</u>

**NOTE: Include fees for all other services not included above on an attached sheet.**

An itemized bill based on the above rate must be provided to each customer detailing specific charges included in company rate.

**ATTACHMENT B**  
**PAYMENT TO THE CITY**

To: The City of Pompano Beach, Florida

The undersigned hereby agrees to pay the City of Pompano Beach the annual fee of:

\$ 151,000.00

One Hundred Fifty One Thousand Dollars  
Written Sum

to be paid in advance in equal installments on a monthly basis.

Submitted by:

Name (printed) James M. Jennings Title President

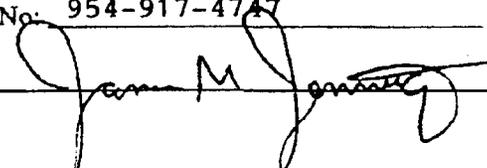
Company (legal Registered) Emerald Transportation Corporation

Federal Tax ID Number: 65-0463240

Address: 4000 North Powerline Road

City/State/Zip: Pompano Beach, Florida 33073

Telephone No: 954-917-4747 Fax No: 954-917-4737

Signature:  Date: Aug 25, 10

ATTACHMENT C



*Protect & Serve with Integrity*

**BROWARD SHERIFF'S OFFICE  
VEHICLE HOLD AND STORAGE RECEIPT**

OTHER AGENCY CASE #			Is this storage receipt taking the place of an event report? <input type="checkbox"/> Yes <input type="checkbox"/> No					BSO CASE #	
Year	Make	Model	Body Style	Color	License Tag	Year	State	Number	Validation Sticker
Location Towed From:			Wrecker Operator-Name, Address, & Phone Number				Location Held: (If different from Wrecker Operator)		
Vehicle Identification Number (VIN)				Motorcycle Motor Number			Mileage		
Date and Time Towed		Reason Impounded				Operator's Name and Address			
Hold For:					Unusual Characteristic (If Any)				
<input type="checkbox"/> Proof of Ownership					Registered Owner's Name and Address				
<input type="checkbox"/> Civil Division									
<input type="checkbox"/> Crime Scene Unit									
<input type="checkbox"/> Detective Bureau Section									
<input type="checkbox"/> Confiscation/Forfeiture Unit									
<input type="checkbox"/> Other (Identify)					How was Registrar Owner's Data Obtained				
Name of individual from unit listed above who authorized a hold be placed on the vehicle:									
<b>Joint Property Inventory Taken by Deputy and Tow Truck Driver (Check Appropriate Items)</b>									
Radio:		Wheel:		Spare Tire:		Mirrors:		Hubcaps:	
Miscellaneous Property in Vehicle (Tools, Clothes, Etc.)									
Standard Parts Missing from Vehicle (Wheels, Lights, Etc.)									
Damage to Vehicle (Dented Fender, Broken Windows, Etc.)									
Supplemental Information (If any)									
<b>Tow Log/Teletype/Release Information</b>									
Vehicle Hold Released: <input type="checkbox"/> Yes <input type="checkbox"/> No			Released to: <input type="checkbox"/> Tow Operator <input type="checkbox"/> Owner <input type="checkbox"/> Third Party						
Tow Log Operator's Name			Tag Reported Stolen? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk			VIN Reported Stolen? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk			
Time Entered into Tow Log:			FCIC Available? <input type="checkbox"/> Yes <input type="checkbox"/> No			NCIC Available? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Signature of Tow Truck Driver:					Deputy Sheriff/CCN:				
Signature of Owner/Third Party if released at Scene:					District/Division/Unit:				
If release was to other than owner, was owner contacted? <input type="checkbox"/> Yes (Date/Time of Contact): <input type="checkbox"/> No (Date/Time of attempted contacts):									
<b>GENERAL INSTRUCTIONS TO GARAGES OF IMPOUNDMENT AND VEHICLE OWNERS</b>									
1). Vehicles shall not be released without prior written approval from the Sheriff's employee placing the hold on such vehicle. Authority for release may be obtained twenty-four (24) hours a day. 2). Vehicles registration and title, or copy of title MUST be presented as proof of ownership at the time owner applies for release of vehicle.									

BSO RP#33 (Revised 06/09)

**ATTACHMENT D**

<b>CLASS A – Per Wrecker</b>
• Wrecker commercially manufactured
• Minimum manufacture's rated capacity-truck chassis – 10,000 GVW
• 4 Ton minimum capacity Winch
• Dual rear wheels
• Minimum 100 ft. 3/8 inch cable
• Cradle or tow plate or tow sling with safety chains
• Dollies
• Snatch block (each winch)
• Extra towing chain – 6 to 8 feet with hooks
• Amber emergency lights (rotating and/or strobe/LED)
• Clearance and marker lights
• Floodlights on hoist
• Two-way radio or mobile phone
• Crowbar or pry bar (minimum length – 30 inches) each
• Bolt Cutters (minimum 1/2" opening)
• 1 Set of jumper cables
• Flashlight
• Minimum of 5 – 30 minute safety flares
• Minimum of 3 – safety cones or triangle reflectors
• 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
• 4-way lug nut wrench
• Red Reflectors (1 set)
• Heavy duty push broom
• 50 lbs. of sand or equivalent
• Professionally painted lettering on both sides of the wrecker
• Square shovel
• Axe
• All other equipment required by law

**ATTACHMENT E**

<b>CLASS B – Per Wrecker</b>
▪ Wrecker commercially manufactured
▪ Minimum manufacture's rated capacity-truck chassis – 20,000 GVW
▪ 10 Ton minimum capacity Winch
▪ Dual rear wheels
▪ Minimum 100 ft. 1/2 inch cable
▪ Cradle or tow plate or tow sling with safety chains
▪ One set of scotch blocks or hydraulic rear extendable blocks
▪ Snatch block (each winch)
▪ Extra towing chain – 6 to 8 feet with hooks
▪ Amber emergency lights (rotating and/or strobe/LED)
▪ Clearance and marker lights
▪ Floodlights on hoist
▪ Two-way radio or mobile phone
▪ Crowbar or pry bar (minimum length – 30 inches) 1 each
▪ Bolt Cutters (minimum 1/2" opening)
▪ 1 Set of jumper cables
▪ Flashlight
▪ Minimum of 5 – 30 minute safety flares
▪ Minimum of 3 – safety cones or triangle reflectors
▪ 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
▪ 4-way lug nut wrench
▪ Red Reflectors (1 set)
▪ Heavy duty push broom
▪ 50 lbs. of sand or equivalent
▪ Professionally painted lettering on both sides of the wrecker
▪ Square shovel
▪ Axe
▪ All other equipment required by law

**ATTACHMENT F**

<b>CLASS C – Per Wrecker</b>
▪ Wrecker commercially manufactured
▪ Minimum manufacture's rated capacity-truck chassis – 30,000 GVW Tandem axle trucks – 50,000 lbs GVW
▪ Twin Winches – minimum combined capacity of 25 tons
▪ Dual rear wheels
▪ Minimum 200 ft. 5/8 inch cable
▪ Cradle or tow plate or tow sling with safety chains
▪ One set of scotch blocks or hydraulic rear extendable blocks
▪ Snatch block (each winch)
▪ Extra towing chain – 6 to 8 feet with hooks
▪ Amber emergency lights (rotating and/or strobe/LED)
▪ Clearance and marker lights
▪ Floodlights on hoist
▪ Two-way radio or mobile phone
▪ Crowbar or pry bar (minimum length – 30 inches) 1 each
▪ Bolt Cutters (minimum 1/2" opening)
▪ 1 Set of jumper cables
▪ Flashlight
▪ Minimum of 5 – 30 minute safety flares
▪ Minimum of 3 – safety cones or triangle reflectors
▪ 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
▪ 4-way lug nut wrench
▪ Red Reflectors (1 set)
▪ Heavy duty push broom
▪ 50 lbs. of sand or equivalent
▪ Professionally painted lettering on both sides of the wrecker
▪ Square shovel
▪ Axe
▪ All other equipment required by law

**ATTACHMENT G**

<b>Per Roll-Back or Slide-Back Carrier Wrecker</b>
▪ Wrecker commercially manufactured
▪ Minimum manufacture's rated capacity-truck chassis – 10,000 GVW
▪ 4 Ton minimum capacity Winch
▪ Dual rear wheels
▪ Minimum 50 ft. 3/8 inch cable
▪ Minimum of 2 safety chains (10 feet each)
▪ Snatch block
▪ Extra towing chain – 6 to 8 feet with hooks
▪ Amber emergency lights (rotating and/or strobe/LED)
▪ Clearance and marker lights
▪ Two spotlights mounted on rear
▪ Two-way radio or mobile phone
▪ Crowbar or pry bar (minimum length – 30 inches) each
▪ Bolt Cutters (minimum 1/2" opening)
▪ 1 Set of jumper cables
▪ Flashlight
▪ Minimum of 5 – 30 minute safety flares
▪ Minimum of 3 – safety cones or triangle reflectors
▪ 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
▪ 4-way lug nut wrench
▪ Red Reflectors (1 set)
▪ Heavy duty push broom
▪ 50 lbs. of sand or equivalent
▪ Professionally painted lettering on both sides of the wrecker
▪ Square shovel
▪ Axe

Map depicting approximate five-mile radius around center of Pompano Beach.



# **EXHIBIT B**

**EMERALD TRANSPORTATION CORPORATION**

**RATE SCHEDULE**

**ATTACHMENT A**  
**RATE SCHEDULE**

1.	Class A Tow	
	a. Hookup and first 15 minutes	\$ <u>90.00</u>
	b. Each additional 30 minutes	\$ <u>35.00</u>
	c. Mileage outside of City limits	\$ <u>3.00</u> /mile
	d. Outside storage (after 6 hours)	\$ <u>24.00</u> /day
	e. Inside storage (after 6 hours)	\$ <u>30.00</u> /day
	f. Winch and recovery first 15 minutes	\$ <u>90.00</u>
	g. Each additional 30 minutes	\$ <u>35.00</u>
	h. Road Service	\$ <u>55.00</u>
2.	Class B Tow	
	a. Hookup and first 15 minutes	\$ <u>135.00</u>
	b. Each additional 30 minutes	\$ <u>55.00</u>
	c. Mileage outside of City limits	\$ <u>4.00</u> /mile
	d. Outside storage (after 6 hours)	\$ <u>30.00</u> /day
	e. Inside storage (after 6 hours)	\$ <u>35.00</u> /day
	f. Winch and recovery first 15 minutes	\$ <u>135.00</u>
	g. Each additional 30 minutes	\$ <u>55.00</u>
	h. Road Service	\$ <u>75.00</u>
3.	Class C Tow	
	a. Hookup and first 15 minutes	\$ <u>225.00</u>
	b. Each additional 30 minutes	\$ <u>100.00</u>
	c. Mileage outside of City limits	\$ <u>4.00</u> /mile
	d. Outside storage (after 6 hours)	\$ <u>35.00</u> /day
	e. Inside storage (after 6 hours)	\$ <u>40.00</u> /day
	f. Winch and recovery first 15 minutes	\$ <u>225.00</u>
	g. Each additional 30 minutes	\$ <u>100.00</u>
	h. Road Service	\$ <u>90.00</u>
4.	Class D Tow	
	a. Hookup and first 15 minutes	\$ <u>300.00</u>
	b. Each additional 30 minutes	\$ <u>125.00</u>

EXHIBIT "B"

c.	Mileage outside of City limits	\$ <u>4.00</u> /mile
d.	Outside storage (after 6 hours)	\$ <u>40.00</u> /day
e.	Inside storage (after 6 hours)	\$ <u>45.00</u> /day
f.	Winch and recovery first 15 minutes	\$ <u>300.00</u>
g.	Each additional 30 minutes	\$ <u>150.00</u>
h.	Road Service	\$ <u>125.00</u>
5.	Miscellaneous Charges	
a.	Administrative Fee	\$ <u>47.50</u>
b.	Certified Divers, per diver per hour	\$ <u>150.00</u> /hour
c.	Dollies	\$ <u>0</u>

**NOTE: Include fees for all other services not included above on an attached sheet.**

An itemized bill based on the above rate must be provided to each customer detailing specific charges included in company rate.

## SPILL RESPONSE

### Time and Material Rate Sheet

Effective: June 2010

Saddle Tank Tapping: Removing fuel from damaged tanks Pumps, Hoses, Compressor, Drums:	\$400.00 Each
Emergency Response Trailer: Spill response, Absorbent, Pumps, Hoses, Lights.	\$400.00 Hour 2 Hour Min.
Operators: Emergency Response Cleanup	\$105.00 Hour
20 Yard Roll-Off Containers: Half day rate; excluding disposal fee	\$250.00 Rate
Skid Steer Loader: Buckets, Forks, Brooms, Grapple Bucket	\$250.00 Hour
Front End Loader: 3 Yard Bucket, Forks	\$350.00 Hour
Tractor Trailer Lowboy	\$137.50 Hour
Tractor Only	\$125.00 Hour
Heavy Duty 70 Ton Rotator/Wrecker	\$500.00 Hour
Heavy Duty Rollback	\$110.00 Hour
Forklift 10,000 lb Cap Mitsubishi	\$250.00 Hour
Transfer Load, Repack Freight (dry) Re-Pallet, and Stretch Wrap Straps, Pallet Jacks, etc...	\$450.00 Hour

Disposal Fees: Rate based on product, quantity, weight, or hazard.

MOT: Set up Sign Board, Cones, Warning Signs, Support Truck  
Daily Rate: \$800.00

All labor and equipment time will be billed on a portal to portal basis. Minimum is 2 hours. Daily rates are based on 8 daytime hours, half day rates on 4 daytime hours.



## Spill Response Unit

Emerald Transportation has the equipment and training to handle your fuel spill containment due to an accident or mechanical problems.

Should one of your fleet units ever become involved in a accident with a fuel leak we can handle all phases of the fuel transfer and clean-up process.

Our spill response unit carries four separate fuel pump systems that will safely transfer diesel fuel or gasoline from a ruptured tank to our containment drums. Our pumps operate on air compressed power or electrical, depending on the product to transfer.

Additional Equipment Available for accident, spill recovery, trans-load:

2001 Cargo King 16' Enclosed Trailer:

Fuel pump system, containment drums, spill kits, absorbent, brooms, shovels, generators, air compressor.

2002 Komatsu Model WA-180-3MC All -Wheel Drive Front End Loader.  
3 yard bucket, forks, quick release attached.

2007 Komatsu Model SK-820 Skid Steer Loader.

Quick release bucket, grappler bucket, power broom attachments.

20 yard roll-off containers for transporting extra sand to site or wreckage debris from scene.

200 (50) lb bags of absorbent sand stacked on four pallets in dry storage ready to transport to any accident scene.

Trailer mounted directional arrow boards, advanced warning signs.



## M.O.T (Movement of Traffic) Support Unit

Emerald Towing can respond with a MOT support truck and directional arrow board to support your department with temporary lane or road closure due to a vehicle accident, fatality, or criminal activity.

In the event of a major incident your department may be required to close a lane, roadway or direction of traffic for a long term investigation. This may tie up numerous patrol units in support of traffic control during peak hours.

Emerald can respond to the scene with our accident zone traffic control unit. This unit consists of a support truck, advanced warning signs, 60-90 traffic cones, 4 dozen roadside flares, and a trailer mounted directional arrow board for temporary lane closure.

If we can free up even one of your officers from traffic control and enable them to be put back into service and back on normal patrol we have provided a unique service to your department.

### Unit 110: Traffic Control Support Truck:

2008 Ford F-450 All-Wheel Drive 1 Ton Truck  
2008 Superior Sign Trailer Mounted Directional Arrow Board  
60-90-120 MUTCD Approved Traffic Cones.  
4 Advanced Warning Accidents Ahead Signs.  
4 Dozen Roadside Traffic Flares.  
MUTCD Work Zone Traffic Control Certified Operators.

# **EXHIBIT D**

**EMERALD TRANSPORTATION CORPORATION**

**RESPONSE TO  
REQUEST FOR PROPOSALS (RFP)**

**H-52-10**



**REQUEST FOR PROPOSALS  
H-52-10**

**VEHICLE TOWING AND WRECKER  
SERVICES**

**RFP OPENING: AUGUST 27, 2010, 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**



**1**

Letter of Transmittal

**2**

Fees

**3**

Experience

**4**

Signature Page

**5**

References

**6**

Litigation

**7**

Equipment

**8**

Storage Yard/Dispatch

**9**

Community Service

**10**

RFP Pages



August 24, 2010  
 Leeta Hardin, General Services Director  
 City of Pompano Beach  
 1190 N.E.3<sup>rd</sup> Avenue, Building C  
 Pompano Beach, Fl. 33061

Letter of Transmittal: RFP H-52-10 Vehicle Towing and Wrecker Services.

City Commission, City Staff, Selection Committee;

Thank you, for the opportunity to be of service to The City of Pompano Beach. Emerald was established as Jennings Towing Service in 1965 and is now in the 2<sup>nd</sup> generation of providing towing, transportation, storage and incident management services to a wide variety of local city, county and state police agencies.

Who We Are:

We are the approved towing providers for the cities of Coconut Creek, Coral Springs, Deerfield Beach and Parkland. We have been a towing services provider to the Broward Sheriff's Office since 2000. We also service the Florida Highway Patrol in Broward and Palm Beach Counties and the Florida Turnpike Enterprise System STARR and RISC Towing Program.

Our professional memberships include The Coconut Creek, City of Deerfield and City of Boca Raton Chambers of Commerce. The Palm Beach and Broward League of Cities, Professional Wrecker Operators of Florida, The Florida Trucking Association, Towing and Recovery Association of America, The Commercial Vehicle Safety Alliance, The National Safety Council, and The Better Business Bureau of Southeast Florida.

Why Choose Emerald:

We were one of the first towing companies to obtain a Broward County Towing License in Pompano Beach back in 1997.

We understand the scope of services for this RFP and for The City of Pompano Beach. We have been providing these services since 1965 and during these past 45 years we have learned how to handle towing situations concerning fatality vehicles "On Hold" and felony or confiscation towed vehicles. We also understand the need for a quick response to all calls for service from your police and city departments.

4000 N. Powerline Road • Deerfield Beach, Florida 33073  
 1980 N.W. 1st Ave. • Boca Raton, Florida 33432  
 1370 W. Industrial Ave., #102 • Boynton Beach, Florida 33426  
 (800) 239-0604 • (561) 395-9595 • (954) 917-4747 • Fax (954) 917-4737  
 BCTL# 0162 • PBC# TP73  
 emeraldtowing.biz

We have also learned through the years that it always comes down to the human factor, your city residence and visitors. We are after all in the people business, we may tow vehicles due to an accident or arrest but when the owners come to our office it is very personnel to them. We understand this relationship and we have always gone out of our way to be as helpful and responsive as possible. We will never charge to tow a vehicle where the owner has been the victim of a violent crime.

Our Involvement:

We are always very involved in the communities that we service and we will be with The City of Pompano Beach. Community service is a privilege and not a burden. We are very involved with fire rescue cross training and supplying vehicles for extrication training. We are also a major sponsor of M.A.D.D, and Caring-4-Kids a local non-profit that works hard to supply under-privileged children with the essentials that they need to begin every new school year with a new book bag loaded with supplies.

Our People:

Our biggest asset is our employees. Professionally trained and certified operators along with our dispatchers and office staff are ready 24 hours per day; 365 days a year to be of service to you, our customer. Our heavy duty drivers are certified in tank truck and air cushion recovery. And it is these people that keep us involved in the community by sharing their time and resources.

Should you have any questions please do not hesitate to call me at (954)917-4747.

See us on the web at: [www.emerald towing.biz](http://www.emerald towing.biz).

We are committed to service excellence that is my promise to you.

Authorized Representatives:

James M. Jennings President, 3923 Coral Springs Drive, Coral Springs Fl. 33065  
(954)917-4332

James J. Jennings Vice President, 137 NW 7<sup>th</sup> Street Boca Raton Fl. 33432.  
(561)750-9879

Sincerely,

James M. Jennings  
President

**ATTACHMENT B**  
**PAYMENT TO THE CITY**

To: The City of Pompano Beach, Florida

The undersigned hereby agrees to pay the City of Pompano Beach the annual fee of:

\$ 151,000.<sup>00</sup>

One Hundred Fifty One Thousand Dollars  
Written Sum

to be paid in advance in equal installments on a monthly basis.

Submitted by:

Name (printed) James M. Jennings Title President

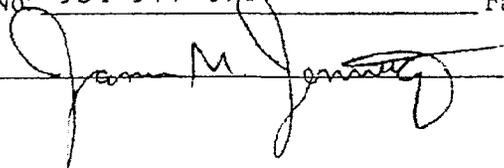
Company (legal Registered) Emerald Transportation Corporation

Federal Tax ID Number: 65-0463240

Address: 4000 North Powerline Road

City/State/Zip: Pompano Beach, Florida 33073

Telephone No: 954-917-4747 Fax No: 954-917-4737

Signature:  Date: Aug 25, 10

**ATTACHMENT A**  
**RATE SCHEDULE**

- |    |  |                      |
|----|--|----------------------|
| 1. | Class A Tow                            |                      |
|    | a. Hookup and first 15 minutes         | \$ <u>90.00</u>      |
|    | b. Each additional 30 minutes          | \$ <u>35.00</u>      |
|    | c. Mileage outside of City limits      | \$ <u>3.00</u> /mile |
|    | d. Outside storage (after 6 hours)     | \$ <u>24.00</u> /day |
|    | e. Inside storage (after 6 hours)      | \$ <u>30.00</u> /day |
|    | f. Winch and recovery first 15 minutes | \$ <u>90.00</u>      |
|    | g. Each additional 30 minutes          | \$ <u>35.00</u>      |
|    | h. Road Service                        | \$ <u>55.00</u>      |
| 2. | Class B Tow                            |                      |
|    | a. Hookup and first 15 minutes         | \$ <u>135.00</u>     |
|    | b. Each additional 30 minutes          | \$ <u>55.00</u>      |
|    | c. Mileage outside of City limits      | \$ <u>4.00</u> /mile |
|    | d. Outside storage (after 6 hours)     | \$ <u>30.00</u> /day |
|    | e. Inside storage (after 6 hours)      | \$ <u>35.00</u> /day |
|    | f. Winch and recovery first 15 minutes | \$ <u>135.00</u>     |
|    | g. Each additional 30 minutes          | \$ <u>55.00</u>      |
|    | h. Road Service                        | \$ <u>75.00</u>      |
| 3. | Class C Tow                            |                      |
|    | a. Hookup and first 15 minutes         | \$ <u>225.00</u>     |
|    | b. Each additional 30 minutes          | \$ <u>100.00</u>     |
|    | c. Mileage outside of City limits      | \$ <u>4.00</u> /mile |
|    | d. Outside storage (after 6 hours)     | \$ <u>35.00</u> /day |
|    | e. Inside storage (after 6 hours)      | \$ <u>40.00</u> /day |
|    | f. Winch and recovery first 15 minutes | \$ <u>225.00</u>     |
|    | g. Each additional 30 minutes          | \$ <u>100.00</u>     |
|    | h. Road Service                        | \$ <u>90.00</u>      |
| 4. | Class D Tow                            |                      |
|    | a. Hookup and first 15 minutes         | \$ <u>300.00</u>     |
|    | b. Each additional 30 minutes          | \$ <u>125.00</u>     |

EXHIBIT "D"

c.	Mileage outside of City limits	\$ <u>4.00</u> /mile
d.	Outside storage (after 6 hours)	\$ <u>40.00</u> /day
e.	Inside storage (after 6 hours)	\$ <u>45.00</u> /day
f.	Winch and recovery first 15 minutes	\$ <u>300.00</u>
g.	Each additional 30 minutes	\$ <u>150.00</u>
h.	Road Service	\$ <u>125.00</u>
5.	Miscellaneous Charges	
a.	Administrative Fee	\$ <u>47.50</u>
b.	Certified Divers, per diver per hour	\$ <u>150.00</u> /hour
c.	Dollies	\$ <u>0</u>

**NOTE: Include fees for all other services not included above on an attached sheet.**

An itemized bill based on the above rate must be provided to each customer detailing specific charges included in company rate.

## SPILL RESPONSE

### Time and Material Rate Sheet

Effective: June 2010

Saddle Tank Tapping: Removing fuel from damaged tanks Pumps, Hoses, Compressor, Drums:	\$400.00 Each
Emergency Response Trailer: Spill response, Absorbent, Pumps, Hoses, Lights.	\$400.00 Hour 2 Hour Min.
Operators: Emergency Response Cleanup	\$105.00 Hour
20 Yard Roll-Off Containers: Half day rate; excluding disposal fee	\$250.00 Rate
Skid Steer Loader: Buckets, Forks, Brooms, Grapple Bucket	\$250.00 Hour
Front End Loader: 3 Yard Bucket, Forks	\$350.00 Hour
Tractor Trailer Lowboy	\$137.50 Hour
Tractor Only	\$125.00 Hour
Heavy Duty 70 Ton Rotator/Wrecker	\$500.00 Hour
Heavy Duty Rollback	\$110.00 Hour
Forklift 10,000 lb Cap Mitsubishi	\$250.00 Hour
Transfer Load, Repack Freight (dry) Re-Pallet, and Stretch Wrap Straps, Pallet Jacks, etc...	\$450.00 Hour

Disposal Fees: Rate based on product, quantity, weight, or hazard.

MOT: Set up Sign Board, Cones, Warning Signs, Support Truck  
Daily Rate: \$800.00

All labor and equipment time will be billed on a portal to portal basis. Minimum is 2 hours. Daily rates are based on 8 daytime hours, half day rates on 4 daytime hours.



# HAZARDOUS MATERIAL MANAGEMENT FACILITY LICENSE

License Number: HM-13314-10

**Applicant:**

James M. Jennings, Vice President  
Emerald Transportation Corp.  
4000 N POWERLINE RD  
Deerfield Beach, FL 33073

**Facility Number:**

13314  
Emerald Transportation Corp  
4000 N POWERLINE RD  
Deerfield Beach, FL 33073

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances, hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by the Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances. If no objection to this license is received within 14 days, the Licensee will be deemed to have accepted it and all the attached terms and conditions.

GENERAL CONDITIONS and SPECIFIC CONDITIONS, on the back of the license or as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with the provisions of Article 1, Division 4 of the Code.

**Nature of Business:** Towing Company With Vehicle Repairs Service

**Hazardous Waste Stream:** Petroleum Products, Solvents, Pesticides, Antifreeze

**Well Field:** N/A

**IMPORTANT: THIS LICENSE IS ISSUED ONLY TO THE LICENSEE FOR THE FACILITY ADDRESS IDENTIFIED ABOVE. IF THE FACILITY MOVES, CLOSES, OR HAS A CHANGE IN LICENSEE OR ACTIVITY, THE LICENSEE MUST:**

- Transfer license to a new owner or operator
- Submit written notification thirty (30) days prior to closing the facility
- Properly remove and/or dispose of all hazardous materials when closing a facility
- Submit application for each hazardous material management facility location(s) in Broward County
- Submit application, secure approval, and call (954) 519-1260 for inspection, prior to installing or modifying storage tanks
- Submit application, secure approval, and call (954) 519-1260 for inspection, prior to removing or moving storage tanks
- Properly maintain storage tanks and the associated license until all tanks are properly closed

**Application Received:** Feb 08, 2010  
**Effective Date:** Mar 01, 2010  
**Expiration Date:** Feb 28, 2012  
**Prepared By:** Norris B. Taylor  
**Renewal Application Due:** Dec 30, 2011

Pollution Prevention, Remediation and Air Quality Division  
www.broward.org/environment

(PLEASE SEE LICENSE CONDITIONS ON THE BACK)



Environmental Protection and Growth Management Department  
 POLLUTION PREVENTION, REMEDIATION AND AIR QUALITY DIVISION  
 One N. University Drive, Suite 102, Plantation, FL 33324  
 954-519-1260 · FAX 954-519-1494

## WASTE TRANSPORTER LICENSE

**APPLICANT:** Emerald Transportation Corp  
**License Number:** WT-10300010  
 Attention: James M. Jennings, Vice President  
 2300 WICES RD  
 Pompano Beach, FL 33073

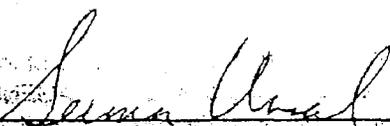
This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances, hereinafter called the Code. The above named applicant, hereinafter called Licensee, is hereby authorized to perform the work and operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with the conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with the provisions of Article 1, Division 4 of the Code.

### Nature of Business:

*Discarded Hazardous Material Hauling*  
 Nonhazardous Industrial Waste (Liquid)

Prepared By: Didier Dupuy  
 Application Received: 01/07/2010  
 Date of Issue: 01/07/2010  
 Renewal App. Due: 01/31/2012  
 Expiration Date: 03/31/2012

  
 Pollution Prevention, Remediation and Air Quality Division

## EMERALD TRANSPORTATION CORPORATION

### FIRM EXPERIENCE and QUALIFICATION

Emerald Transportation Corporation has over forty five years experience in towing and road service for multiple local law enforcement, government agencies, motor clubs, and the general public. We believe in professionalism and efficiency as a foundation for providing prompt courteous assistance to those we service.

#### PREVIOUS PERFORMANCE:

The City of Pompano Beach Vehicle Towing and Wrecker Services RFP is similar to the services that we currently provide to many municipal agencies such as the cities of Deerfield Beach, Coconut Creek, Coral Springs, Boca Raton, Lighthouse Point, Parkland and the Broward Sheriff's Office as well as local college campuses such as Florida Atlantic University, and Broward Community College. We have also provided service to the Florida Highway Patrol and The Florida Turnpike Enterprise for over forty five years combined.

Providing service to these local municipalities, The Florida Turnpike, I-95, and I-595 for the Florida Highway Patrol since 1965, we have the experience necessary to manage accident scenes involving vehicles in high speed crashes that require extensive recovery procedures as well as rollovers, off road recoveries, multiple vehicle accidents, underwater recoveries, owner requests, road-side services and vehicles placed "On-Hold" for fatality and criminal investigation.

#### OPERATORS:

Our towing operators are well groomed and required to be in uniforms at all times giving them not only an outward appearance of professionalism, but also, the ability to remain as safety conscious as possible on our roadways and highways. Our operators are required to be uniformed in bright green colors with reflective stripes meeting the requirements for MUTCD (Manual of Uniform Traffic Control Devices). This highly visible clothing (shirts) is rated for roads 55 miles per hour or faster and most are trained in MOT.

All operators are trained and practicing quick clearance procedures as we were the first incident response team in the State of Florida, providing this service since 2002. We have been a member of the Traffic Incident Management Team (TIM) since this time receiving two certificates of merit for practicing quick clearance procedures in District 4.

Hiring practices are as follows:

- ~all operators must have a clean driving record and be accepted by our insurance company
- ~all operators must submit to drug screening as we have a drug free workplace policy in force
- ~all operators must pass FDLE (Florida Department of Law Enforcement) criminal history background checks; if a prospective hire has a criminal history in question, he will not be employed at Emerald Transportation.

MANAGING STAFF.

Emerald will have a supervisor on every shift that will over-see the towing contract. The supervisors will conduct safety meetings on a monthly basis as to inform operators of a safe working environment and discuss any concerns for safety issues. These supervisors will ensure that the customers of The City of Pompano Beach are given the most honest and reliable service available. All managerial staff members are accustomed to cooperating with law enforcement and other officials to handle any special needs and requirements necessary to fulfill the needs of The City of Pompano Beach, its residence and law enforcement. They are also trained in customer care and interpersonal communications to resolve customer concerns promptly and efficiently.

Our management staff will consist of James Jennings, President and owner of Emerald Transportation Corporation, and Jeanise Barbe both operating together as Director of Operations. . Our staff, along with other key personnel addressed in our RFP, has over sixty years combined experience in contractual towing and roadside service agreements.

SUBCONTRACTOR: If a natural disasters such as a hurricane were to strike your city:

The Severe Incident Response Team LLC is a joint venture between two of the oldest and most respected towing companies in South Florida. Emerald Transportation and A. Superior Towing Company have over sixty years combined experience in contractual towing for local government and state agencies. SIRT is currently a STARR & RISC Towing Contract Services contractor to the Florida Turnpike Enterprise, and as such, has the experience in working with state and local towing contracts.

For your RFP, we understand response time is a critical factor in your choice of a vendor. SIRT can exceed the requirements of your choice of vendor as a subcontractor to Emerald Transportation (if required). This partnership can become invaluable during a critical emergency such as a hurricane. Emerald with SIRT can field some 68 Class A, B, C, D, wrecker and rollback units along with extrication equipment, air cushion recovery units, spill response, traffic control equipment, waste transportation equipment, and specialized recovery equipment, front end loaders, skid steer loaders, lowboy trailers and over 45 certified operators.

#### FACILITY- COMMUNICATION-DISPATCH

Our Pompano Beach facility is located at 4000 North Powerline Road, Pompano Beach 33073. This facility has the capacity to store over 200 vehicles outside and 60 inside. Building 2 is an investigation Hold building separate from all other inside storage. This building also has two vehicle lifts for underbody investigation, and a separate office for the investigating officers to use. We also have a 25,000 lb truck lift for underbody investigation of larger vehicles. All company vehicles are equipped with two way radio communication with reception from Ft Pierce to the Keys, GPS Tracking along with Nextel Direct Connect for each driver. This location also has video monitored security and is manned 24/7 365 days per year.

#### TRAINING AND CERTIFICATIONS:

Training and certification are a very important part of this agreement and our company has been training and certifying drivers for over fifteen years. While driver certification has not been made mandatory in the State of Florida, we have taken a progressive approach through the years to train our employees through organizations such as the Professional Wrecker Operators of Florida, Wreck Master, TRAA, NATA, Miller Industries, Tom Lucian Ultra-Heavy Duty Training Schools, National Safety Council and many others. While not required we have made the investment throughout the years to supply our customers and government agencies with some of the best trained people in the industry. All specified training requirements of this program will be met and exceeded. Our heavy duty operators are trained in tank truck and propane truck recovery.

#### EQUIPMENT AND VEHICLES:

The equipment and vehicles utilized by Emerald Transportation remain up to date and highly maintained. As required by FDOT standards, pre and post equipment inspections are made daily by our operators. Our vast fleet of vehicles range from Class A to Class D, light duty service vehicles, light duty wreckers with push bumpers, medium duty wreckers with push bumpers, medium duty flatbeds, and heavy and ultra heavy duty wreckers. A regimented maintenance schedule on each vehicle is mandatory, and managed by our staff technician. They remain not only clean, but visibly recognizable in all hazardous and precarious incidents on the roadways due to reflective tape logos, highly visible strobes, and bright green with bright white coloration on all the trucks.

RECORDS:

The latest management software program Tracker Management Systems will manage all incoming vehicles to the impound lot as well as those going out. This software allows us to create a pricing structure and will not allow us to deviate. All invoices will be computerized and accessible for many years to come with just two key strokes. We are able to tabulate and accurately decipher between tire changes, jumpstarts, accidents, arrests, On-Hold investigations, abandonments, et cetera. This data will be invaluable to your staff the way it is categorized and delivered to whoever tabulates the towing information.

CONTINUOUS SERVICE:

We have the experience with other government agencies in taking over towing and road service contracts on specific dates and times. We have always made the transition a smooth process of continuous service to the police agency, city departments, and the motoring public. We currently have contracts with the Broward Sheriff's Office in other districts which will make for a smooth transition for your city and BSO dispatch.

OUR HURRICANE EVACUATION PLAN:

Through our many years of involvement with the Broward and Palm Beach County TIM Teams (Traffic Incident Management) we have become aware of the critical need for an effective Hurricane Evacuation Plan. We have discussed the scenario many times at the meetings using the Florida Turnpike and I-95 evacuation routes for contra-flow activation and the critical part that towing and road service will play in the success of any plan implemented by The City of Pompano Beach.

IN SUMMATION:

Emerald Transportation Corporation will exceed the expectations of The City of Pompano Beach Vehicle Towing and Storage Services RFP. We have dedicated the last 45 years of our professional lives to building a towing service that The City of Pompano Beach would be proud to say "Emerald, that's our towing provider".

## EMERALD TRANSPORTATION CORPORATION:

### Key Personnel: Management and Supervisors.

#### James M. Jennings: President

Began his career in the towing industry in 1970 while still in high school in Boca Raton. Jim's Shell Service Station was the family business and in 1965, Jennings Towing and Recovery was formed with the purchase of the first tow truck. In later years Emerald Transportation Corporation was formed as the heavy towing and hauling division and since 1994 has been the corporate identity.

#### Experience:

President and owner Emerald Transportation, has been in the towing industry in South Florida for over 37 years. Training includes light, medium and heavy duty towing and recovery certifications, Haz-mat certifications, driver training, Tracker Management Systems. Hands on major recovery operations.

#### Training and Certifications:

Wreckers International Light and Medium Duty Certifications, Professional Wrecker Operators of Florida Certified Heavy Duty, Ultra heavy Duty, Ex-Team Heavy Vehicle Extrication Training Instructor, St Augustine Fire Academy Hazardous Materials Training Program/Safety Systems Emergency Response School, Air Cushions USA Heavy Lift Training Program. Florida Turnpike RISC Contractor.

\*\*\* Jim is on the board and staff as a training instructor for X-Tream Team Heavy Vehicle Extrication. This program is endorsed by the Florida Fire Chiefs Association and combines fire rescue and towing operators in training to extricate victims from heavy truck and bus accidents.

#### Professional Organizations:

Broward League of Cities, Palm Beach County League of Cities Deerfield Beach, Coconut Creek, Boca Raton, and Boynton Beach Chambers of Commerce. Professional Wrecker Operators of Florida, Towing and Recovery Association of America, Florida Trucking Association, Commercial Vehicle Safety Alliance, Broward and Palm Beach County Traffic Incident Management Team, Severe Incident Recovery Team, State of Florida Emergency Supplier Network. Palm Beach County Towing Advisory Board Member. National Safety Council.

James J. Jennings: Vice President:

Began his career in the automotive industry in 1956 after serving with the U.S. Air Force in Alaska during the Korean War where he was a chief line mechanic on B-29 Bombers. In 1965 he opened Jims Shell Service Center in Boca Raton and soon bought his first tow truck. And so began a life in the towing industry.

Experience:

United States Air Force trained mechanic, President of Jims Shell Service, Jennings Towing Service, Emerald Transportation, in the industry for over 42 years

Training and Certifications:

Wreckers International Recovery Schools, Air Cushion Training Certified, Air Cushions USA Certifications, Heavy Towing Operations. Shell Management School, US Air Force Certified Flight Mechanic, ASE Certified Mechanic.

\*\*\* Jim Sr is also a consultant to the industry on heavy lift cushions for aircraft. During February 1994 he was in Bogotá, Columbia training the Columbian Air Force on military and civilian aircraft recovery.

Jeanise Barbe: Operation Manager:

Operations Manager Emerald Transportation Corp. Jeanise came to Emerald from Gregg's Towing and Road One Services of Boca Raton in 1999. Jeanise oversees all operations of the company and is very involved with all of our police towing contracts and especially with fire rescue training for extrication classes. Jeanise coordinates all vehicles used in extrication training both off site and at our facility's which are always open to any fire department for training purposes. Employee supervisor for all aspects of Emerald operations, driver and dispatcher.

Training and Certifications:

Paramedic Training, State of Montana, Road One Services, Tracker Management Systems, Wreckers International Heavy Towing and Air cushion Recovery.

Christine Dale: Vehicle Storage Manager:

Christine has been in the towing industry in South Florida for over 10 years and with Emerald for four years. Christine is in charge of all vehicles in our compounds that are on "HOLD" for all police departments and for all confiscations. Christine handles our ADD system which ties our computer information system with Tallahassee. This enables us to retrieve all owner, lien holder and insurance information on all vehicles we tow into our compounds. Storage compound and driver supervisor for all police towing operations.

Certifications: Tracker Management, Auto Data Direct: FDHSMV Database.

Key Personnel: Drivers:

Richard Randolph:

Driver Supervisor, Safety Supervisor.

Richard has been with Emerald for 12 years and in the towing industry for over twenty five years. Richard is our Safety Supervisor and has been operating heavy duty units for the past 12 years.

Certifications: Wreck master Level 2.3, Crane Tech Crane Operations, Bill Jackson Heavy Duty Training, Safety Systems Tank Truck Emergency Response, and Certified Forklift. Air Cushion Tech. Miller Industries Rotator School. MOT Certified. TRAA Level One.

Jerome B. Harris: Rotator Operator, Maintenance Supervisor

Jerome has been with Emerald for 6 years and has been in the industry for over 25 years. Jerome is a certified diesel mechanic and rotator operator.

Certifications: Tom Luciano Ultra-Heavy Duty Certification, Bill Jackson Heavy Duty Training, MOT Certifications. Front End Loader and Skid Steer Operator. Hazwoper Certified. Miller Ring Leaders Rotator Certified. TRAA Level One.

Chris Wynot:

Hazmat Spill Coordinator, Work-Zone Traffic Control

Chris has been with Emerald for over 8 years. Chris has been involved in many recovery operations both as a driver, a diver, Spill Response Operations, Air Cushion Recovery. Front End Loader and Skid Steer operator.

Certifications: Certified Wreck Diver, MOT Certified, Hazwoper Certified. TRAA Level One.

Charles Beirne:

Supervisor Heavy Duty Operations.

Charlie has spent over 25 years in the heavy duty towing industry in Florida and Rhode Island. He has been with Emerald for over 7 years. Charlie is qualified in Light, Medium, and Heavy Duty, Rotator, Lowboy Transport, Front End and Skid Loader operations. He has also been trained in Air Cushion Recovery.

Certifications: Wreckmaster, PWOFF Certifications Light, Medium Heavy Duty. Ex-Team Heavy Rescue Certified. OSHA Certified Lift Truck Operator, MOT Certified and Hazwoper. Quick Clearance Program I-95 Corridor Coalitions. Tom Luciano Ultra Heavy Duty Certification, TRAA Level One.

Larry Lindsay:

Night Driver Supervisor.

Larry has been in the towing industry since joining Emerald 5 years ago. Larry is certified in light, medium, heavy duty, ultra heavy duty rotator.

Certifications: PWOFF Light and Medium Duty, Rollback.08/16/08 NATA Certified Heavy Duty Wrecker Operator. Tom Luciano Ultra Heavy Duty Certifications, TRAA Level One.

Robert Crouteau:

Lead Dispatcher, Driver Shift Supervisor:

Bob has been with Emerald for over 15 years after moving from Massachusetts where he was in the towing industry. Bob is our lead dispatcher of 3 dispatch shifts. Bob coordinates all incoming calls for service from police department and commercial accounts. Bob is in charge of expediting the correct unit, wrecker or rollback to the crash scene or disablement for all light, medium, and heavy duty towing and transport operations. Supervisor for all drivers shifts, inspection reports and communications.

Certifications: PWOFF Light and Medium Duty Recovery Operator, TRAA Level One. Tracker Management Systems, GPS Coordination.

\*\*\*All other drivers are trained in house through our program with experienced operators and sent on to PWOFF, NATA, TRAA, or Wreckmaster Wrecker Driver Certification School. All drivers will be certified in Work-zone Traffic Control and Hazwoper.

City of Pompano Beach

List Of Employees

COMPANY: EMERALD TRANSPORTATION CORPORATION 8/24/2010

DATE OF

NAME	DOB	DL #	SS #	RACE	SEX	HIRE	Position
James M. Jennings	10/4/1956	J552-453-563-64-0	235-25-3089	C	M	1/1/1994	Owner
Richard Randolph	11/19/1947	R534-750-474-19-0	309-56-5720	C	M	10/1/1996	Safety Director
Donald G. Petrock	2/1/1960	D362-187-600-41-0	145-56-7373	C	M	11/25/1999	Driver
Jeanise K. Barbe	2/10/1966	B610-431-665-50-0	518-68-1250	C	F	8/18/1999	Operations Manager
Jesse Alexander	7/22/1966	A425-425-662-62-0	594-64-9921	C	M	8/7/2003	Driver
Charles Bierne	4/30/1948	B650-146-481-50-0	037-32-0493	C	M	10/7/2003	Driver
Adam Marcus	8/5/1981	M622-004-812-85-0	593-18-3204	C	M	6/29/2005	Driver
Lawrence Lindsay	10/11/1954	L532-534-643-71-0	037-50-8621	C	M	4/16/2006	Driver
Warren Wert	4/26/1970	W630-897-70-146-0	592-34-5603	C	M	3/1/2010	Dispatcher/Full Time
Robert Crouteau	7/11/1956	C630-766-562-51-0	010-48-6084	C	M	8/21/2006	Dispatcher/Supervisor
Joseph Riccardelli	5/1/1965	R263-480-651-61-0	146-64-8776	C	M	2/12/2007	Driver
Paul V. Hoeffler	12/3/1961	H160-698-614-43-0	264-53-8508	C	M	4/2/2007	Driver
Jerome Harris	7/14/1956	H620-422-562-54-0	421-78-7083	B	M	12/27/2006	Driver
Arterly McCrone	6/22/1966	M265-000-652-21-0	263-63-1222	B	M	6/18/2007	Driver
David M. Holmes	4/4/1973	H452-173-73-124-0	073-54-8276	B	M	8/10/2009	Driver
Christopher Wynot	4/30/1987	W530-113-871-50-0	590-94-9185	C	M	9/15/2002	Driver
Christine M. Dale	11/4/1968	D400-113-68-904-0	104-62-1893	C	F	9/1/2004	Supervisor/Police Impounds
Ruly R. Diaz	7/22/1983	D200-736-83-262-0	595-94-9014	C	M	4/17/2009	Driver
Christopher T. Palmer	9/17/1968	P456-118-68-337-0	345-64-7391	C	M	10/30/2009	Driver
Lance Leroy MacTaggart	7/5/1972	M232-532-72-245-0	591-20-8563	C	M	6/4/2009	Driver
Jon Bashline	8/20/1981	B245-439-81-300-0	595-66-0330	C	M	9/8/2009	Driver
Michael A. Neil	2/22/1957	N400-541-57-062-0	013-48-9640	B	M	5/22/2009	Driver
Joeseoph F. Feder	6/30/1949	F360-486-49-230-0	138-42-5997	C	M	5/24/2000	Driver
Michael Schroeder	8/11/1958	S636-541-58-291-0	466-80-4688	C	M	10/17/2005	Dispatcher/Full Time
Jenny K. Moore	9/29/1953	M600-431-53-849-0	262-154-824	C	F	1/23/2008	Dispatcher/Part Time
Steven S. Silverman	7/2/1959	S416-797-59-242-0	131-50-6541	C	M	9/30/2004	Road Supervisor
Patrick J. Jennings	12/22/1963	J552-670-63-462-0	266-89-3223	C	M	8/18/2009	Sales
James J. Jennings	7/9/1928	J552-150-28-249-0	119-208-762	C	M	1/1/1994	Owner
Rubin Ortiz Jr	7/15/1970	O632-720-70-255-0	145-78-5206	C	M	7/19/2010	Driver

DATE RECEIVED: \_\_\_\_\_

EXHIBIT "D"

## Extrication Training and Tanker Recovery



Emerald Transportation and James Jennings have been involved with fire rescue on the local and state level in support of extrication and tanker recovery training for over 40 years and counting.

We have received numerous awards from local fire rescue departments for our continued support in cross training and in supplying vehicles for training purposes. Our facility has long been open to and used by departments from Miami to West Palm Beach to help fire rescue personnel train in a live setting with pre-staged accident scenarios that we have set up with our equipment under the supervision of fire rescue instructors.

In 2007 James M. Jennings completed 100 hours of instructor training from The Extreme Team Heavy Rescue Training Schools. This school was begun to sponsor cross training between fire rescue personnel and tow truck operators. The curriculum focuses on heavy vehicle truck accident and school bus crashes where by cross training each participate can learn what experience and equipment can be brought to the scene to extricate victims in the most safe and efficient manner. This is a hands on school with scenarios of heavy trucks versus heavy trucks and extrication equipment is used with towing equipment to help free the entrapped.

Cross training and extrication training are vital to our industry, our profession, and our community.

Awards: Boca Raton Fire Rescue, City of Deerfield Beach, City of Coral Springs, Fort Lauderdale Fire Expo, Florida Highway Patrol, Volusia County Fire Service.

Training: Extreme Team Heavy Rescue Training Schools, Safety Systems Emergency Counter Measure Training Schools, Safety Systems Tank Truck Emergency Response, Safety Systems Haz-Mat Command Training. St. Augustine Technical Center, Fire Fighting FFP-0501 June, 1997. Safety Systems Leak, Spill, and Fire Control School, June 1997. Crane Tech. I-95 Corridor Coalition Incident Management. TRAA, PWO, NATA.

Safety Systems Emergency Counter-Measure Services  
PRESENTS THIS CERTIFICATE OF COMPLETION TO

**RICHARD RANDOLPH**

for attendance at a "subject-specific"  
eight hour emergency response preparedness program entitled...

HANDS-ON FLAMMABLE & COMBUSTIBLE LIQUID...  
**TANK TRUCK EMERGENCY RESPONSE!**  
**FIRE ATTACK! STRATEGY & TACTICS!**  
(Full Spectrum Threat Response Operations (CBRNE-WMD)  
"CHEMICAL" FUNCTIONAL EXERCISE & REAL WORLD EVENT PREPAREDNESS.)

Program curriculum meets or exceeds...

OSHA; EPA; DOT; NFPA; IAFF; DHS; SERC applicable  
mandates - codes - standards and/or recommended practices for  
First Responder and Hazardous Materials Technician Level competencies.

Conducted for...

Division of Fire Services • County of Highlands, Florida  
and held at the...DeSoto City Fire Station  
6850 West George Boulevard • Sebring, Florida 32806.

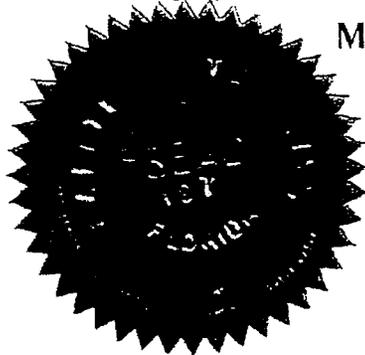
Presentation by...

Hazardous Materials Leak, Spill & Fire Control Research & Development Center  
A division of...Safety Systems International Training Institute

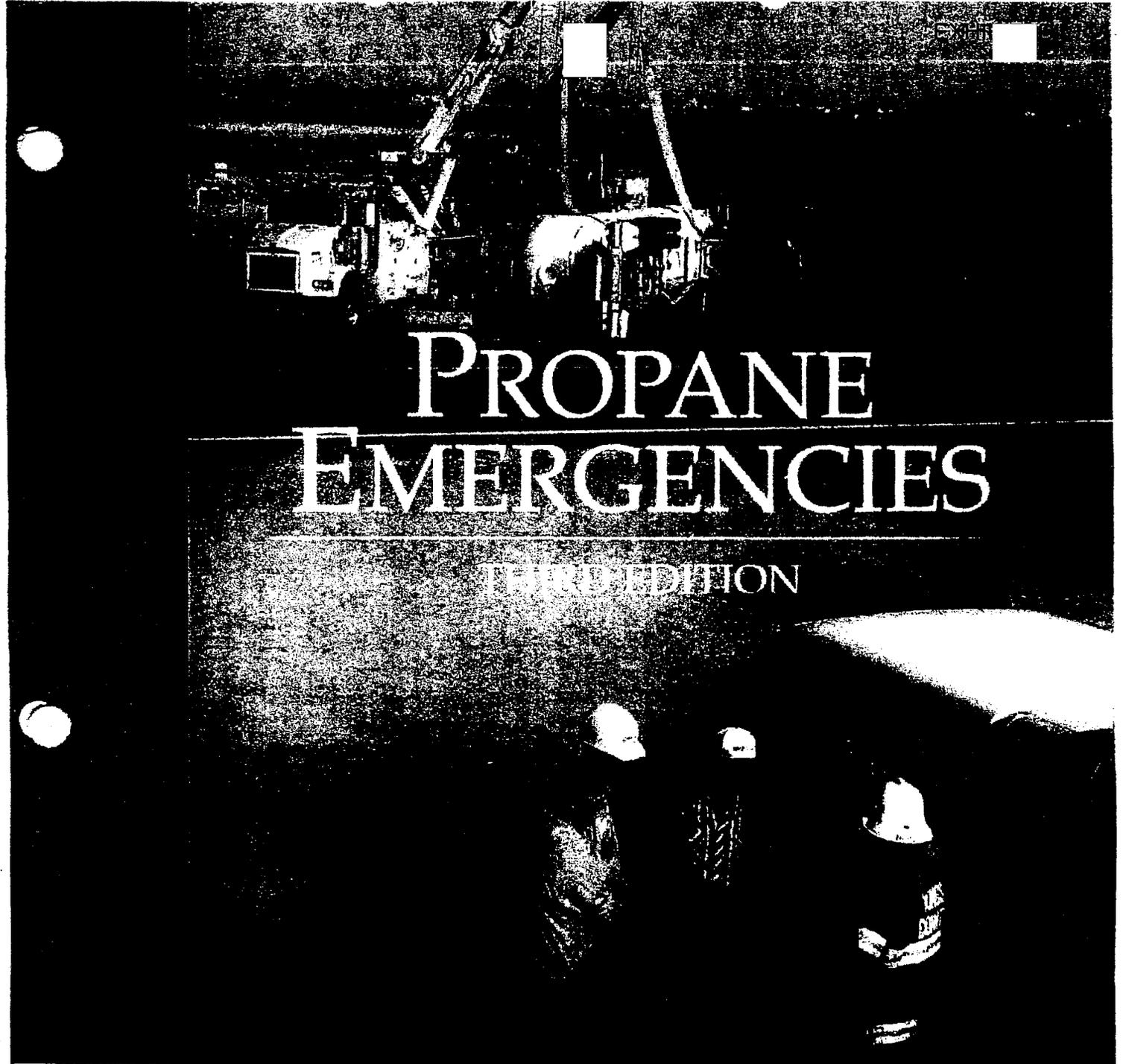
In partnership with...

Safety Systems Emergency Counter-Measure Services.

**MAY 3, 2008**



Ronald G. Gore,  
President & General Manager



# PROPANE EMERGENCIES

THIRD EDITION



MICHAEL S. HILDEBRAND • GREGORY G. NOLL

[WWW.PROPANESAFETY.COM](http://WWW.PROPANESAFETY.COM)

*Volusia County Fire Services*



*Certificate of Appreciation*

Presented To

*Emerald Training*

You provided equipment for the Heavy Rescue Course conducted at Volusia County Fire Services Training Center in Daytona Beach, Florida. Your support helped make the course the success it was. Thank you!

*October 2, 2015*

*James Koczan*

Training Program Manager

# Safety Systems Emergency Response Schools

Awards This Certificate  
to

JAMES M. JENNINGS

*For participation in the*  
**1988**

Special "HANDS ON"  
**HAZ-MAT COMMAND!**  
Realistic & Practical Program

Addressing SARA Title III/CFR 29-1910 Requirements  
(8-hour Program)

The National Registry of EMT's has awarded 6 CEU's to those who qualify

Sponsored By —

VENICE FIRE DEPARTMENT  
Chief James Culbert

Venice, Florida  
February 28, 1988



A handwritten signature in black ink that reads 'Roy Gore'.

President  
Safety Systems

# Safety Systems Inc.

Awards This Certificate  
to

*James M. Jennings*

*For participation in the*

**1987 International  
HAZARDOUS MATERIALS  
Leak, Spill & Fire Control  
SCHOOL & EXPO!**

**Part 2**

*In cooperation with the*

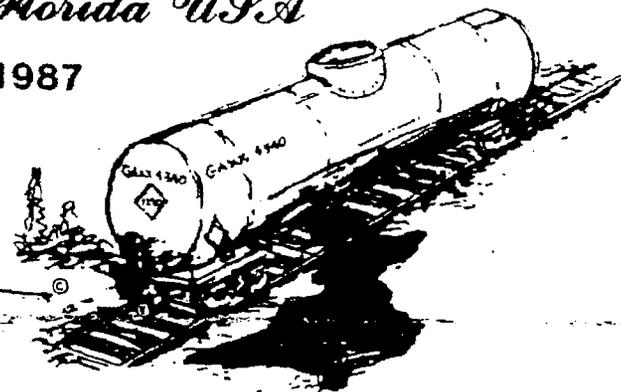
*St. Augustine Technical Center*

*St. Augustine, Florida U.S.A*

**JUNE 22-26, 1987**

*Ron Gore*

President  
Safety Systems



# E-X TEAM RESCUE

BE IT KNOWN TO ALL THAT

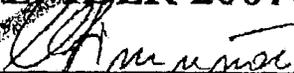
*James M Jennings*

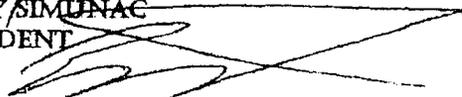
Has completed 100 hours of instructor training and is hereby  
granted title of Instructor for

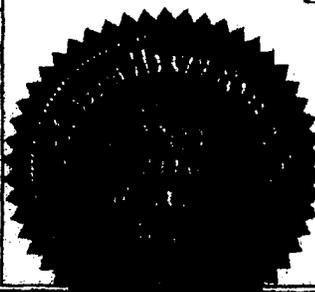
## HEAVY RESCUE

AVON PARK, FLORIDA

ON THIS 10<sup>TH</sup> DAY OF NOVEMBER 2007.

  
TONY SIMUNAC  
PRESIDENT

  
ERIK STEWART  
VICE PRESIDENT



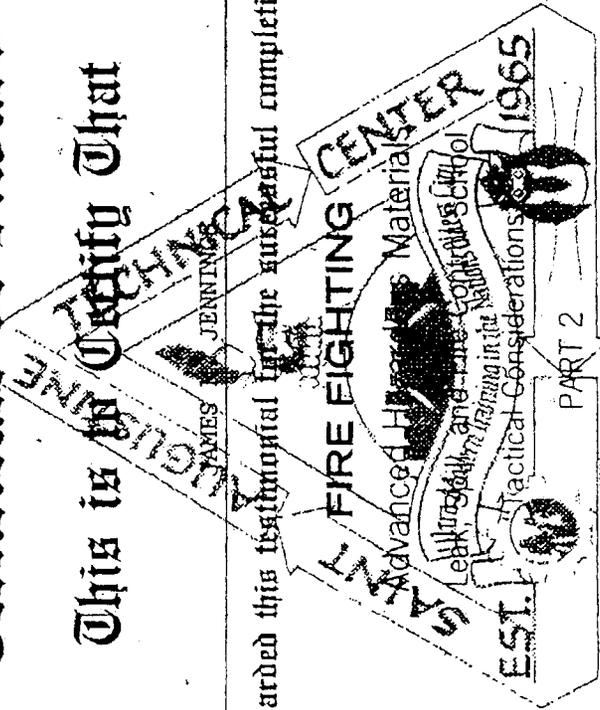
# St. Augustine Technical Center

An Area Vocational-Technical Center serving St. Johns, Clay and Putnam Counties  
Administered by the School Board of St. Johns County

## Certificate of Award

This is in Certity That

is awarded this testimonial for the successful completion of



Common Course Number FFP-0501

Given this twenty-sixth day of June 1987

*Joseph Stewart*  
Teacher

*Bernard M. Masten*  
Principal or Director

# *Certificate of Training*

*This is to certify that*

**ARTERLY MCCRONE**

*has successfully completed the*

**Florida Certified Towing & Recovery Operator Course**



**LIGHT/MEDIUM DUTY  
OCTOBER 2007**

Instructor  
**DAVE LAMBERT**



South Florida Chapter

## *Certificate of Completion*

this certifies that

*Chris Wynott*

Emerald Towing and Heavy Hauling  
has successfully completed

### **Hazwoper 8hour Refresher**

*J.D. Rust*

*Instructor*

*December 5, 2007*

*Completion Date*

# *Certificate of Training*

*This is to certify that*

**JEROME HARRIS**

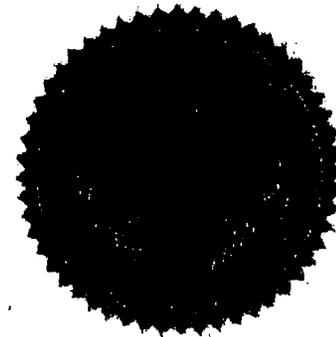
*has successfully completed the*

**Florida Certified Towing & Recovery Operator Course**



**ULTRA HEAVY DUTY  
DECEMBER 2007**

Instructor  
**Tom Luciano**



# *Certificate of Training*

*This is to certify that*

**CHARLES BEIRNE**

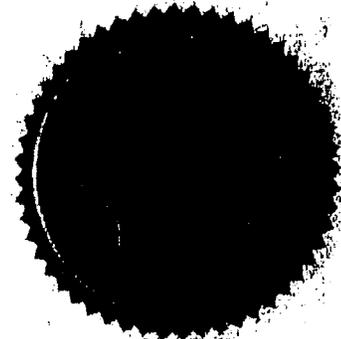
*has successfully completed the*

**Florida Certified Towing & Recovery Operator Course**



**LIGHT/MEDIUM DUTY  
OCTOBER 2007**

Instructor  
**DAVE LAMBERT**





# *Certificate of Training*

*This is to certify that*

**JAMES JENNINGS**

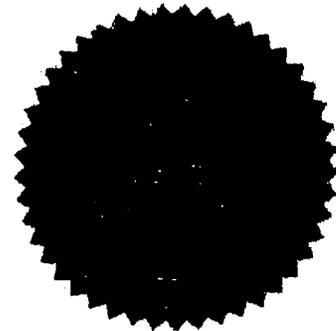
*has successfully completed the*

**Florida Certified Towing & Recovery Operator Course**



***HEAVY DUTY  
APRIL 2002***

Instructor  
**Wes Wilburn**



# TOWING AND RECOVERY ASSOCIATION OF AMERICA, INC.

*Certifies that*

## EMERALD TOWING

is a Member in good standing of the Association  
which is dedicated to the maintenance of the highest  
professional standards, the advancement of the tow truck  
industry through knowledge, education and training, and  
service to the industry and the motoring public  
throughout North America

*Harold S. Cray*

Executive Director

*Sam Brewer*

President

INCORPORATED 1977  
UNDER THE LAWS OF THE STATE OF FLORIDA

*Professional Wrecker Operators of Florida, Inc.*

**MEMBERSHIP CERTIFICATE**

September 1, 2009 - August 31, 2010

*This is to certify that* \_\_\_\_\_ EMERALD TOWING SERVICE \_\_\_\_\_

*is a member of Professional Wrecker Operators of Florida, Incorporated, and as such is entitled to all the rights, privileges and co-operation afforded by the Association*

*this* \_\_\_\_\_ 17<sup>TH</sup> \_\_\_\_\_ day of \_\_\_\_\_ MARCH \_\_\_\_\_, 2010 \_\_\_\_\_.

*Drew Jerrata*

President



*Mike Seamon*

Executive Director



# Certificate of Achievement

This certifies that

**Joe Ricciardelli**

---

Has successfully completed  
Level 1, Light Duty Towing and Recovery  
Of the National Driver Certification Program  
And has earned the title of

**Nationally Certified Tow Operator**

CT # 13735

October 26, 2014

---

Certificate Number

---

Expires

*Alan Suggs*

*Harold S. Crady*

---

TRA Association of America  
TRA President

---

Director of Education

Transcript of

**Charles Beirne**

has successfully completed

the Light Duty Training Program

of the National Driver Certification Program

and has received a license

to drive a motor vehicle.

CT # 13726

October 26, 2014

*Calvin Brown*

*Harold S. Emery*



# Certificate of Achievement

This certifies that

**Jesse Alexander**

Has successfully completed  
Level I, Light Duty Towing and Recovery  
Of the National Driver Certification Program  
And has earned the title of

**Nationally Certified Tow Operator**

**CT # 13730**

**October 26, 2014**

Certificate Number

Expires

*Alan Sugg*

*Harvey S. Cray*

TRA President

Director of Education



# Certificate of Achievement

This certifies that

**Lawrence Lindsay**

---

Has successfully completed  
Level 1, Light Duty Towing and Recovery  
Of the National Driver Certification Program  
And has earned the title of

**Nationally Certified Tow Operator**

**CT # 13725**

**October 26, 2014**

---

Certificate Number

---

Expires

*Alan Sugg*

*Harriet S. Creely*

---

TRA Association President

---

Director of Education

*North  
American  
Towing  
Academy*



*This is to certify that*

*Michael A. Neil*

*has successfully completed the requirements for*

*Light/Medium-Duty Towing & Recovery Certification*

*this 12<sup>nd</sup> Day of July 2009.*

Student I.D. - 907121162

Expiration Date - 7/12/14

*David Lambert*

David Lambert, President  
North American Towing Academy



# Certificate of Achievement

This certifies that

**Rubin Ortiz**

---

Has successfully completed  
Level 1, Light Duty Towing and Recovery  
Of the National Driver Certification Program  
And has earned the title of

**Nationally Certified Tow Operator**

CT # 14311

Certificate Number

August 5, 2015

Expires

Alan Gregg

TRA President

Annex S. Cray

Director of Education



# Certificate of Achievement

This certifies that

**Ruly Diaz**

Has successfully completed  
Level 1, Light Duty Towing and Recovery  
Of the National Driver Certification Program  
And has earned the title of

**Nationally Certified Tow Operator**

CT # 13731

October 26, 2014

Certificate Number

Expires

*Alan Suggs*

*Harriet S. Cruby*

TRA President

Director of Education



# Certificate of Achievement

This certifies that  
**Donald Petrock**

---

Has successfully completed  
Level 1, Light Duty Towing and Recovery  
Of the National Driver Certification Program  
And has earned the title of

**Nationally Certified Tow Operator**

CT # 13724

January 7, 2015

---

Certificate Number

---

Expires

*Alan Sugg*

*Thomas S. Crilly*

---

TRA President

---

Director of Education

## PROPOSAL SIGNATURE PAGE

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) James M. Jennings Title President

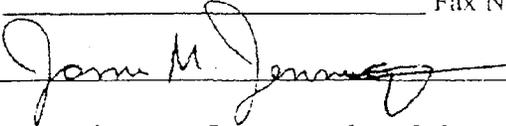
Company (Legal Registered) Emerald Transportation Corporation

Federal Tax Identification Number 65-0463240

Address 4000 North Powerline Road

City/State/Zip Pompano Beach, Florida 33073

Telephone No. 954-917-4747 Fax No. 954-917-4737

Signature  Date August 25, 2010

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. NONE. Date Issued \_\_\_\_\_

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: None



398 Camino Gardens Boulevard  
Suite 106  
Boca Raton, FL 33432

August 23, 2010

To: City of Pompano Beach Towing & Wrecker Services  
RFP No: H-52-10

Re: Emerald Transportation Corporation  
4000 N. Powerline Road  
Deerfield Beach, FL 33073  
954 917 4747

To Whom It May Concern:

Emerald Transportation Corporation has over forty five years experience in towing road service for multiple local law enforcement, government agencies, motor clubs, and the general public. They are fully insured through our company, IBS Financial Group Inc. and are bondable.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dan LaMantia".

Dan LaMantia

**SAMPLE**

PERFORMANCE BOND

BOND #: WLI1254157

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, Emerald Transportation, Inc., as Principal, hereinafter called Contractor, and OLD REPUBLIC SURETY COMPANY, as Surety, are Bond to the City of Coconut Creek, Florida, as Obligea, hereinafter called City, in the amount of TWENTY FIVE THOUSAND AND NO/100\*\*\*\*\* Dollars (\$ 25,000\*\*) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract for Franchise Agreement for City-Wide Wrecker Towing Service pursuant to RFP No. 08-14-08-10, awarded the 25 day of September, 2008, with City for City-Wide Wrecker Towing Service in accordance with specifications prepared by City of Coconut Creek and drawing (plans) made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for city-wide wrecker towing service after the date of contract commencement and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty work or materials which appear within one (1) year after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

IN THE PRESENCE OF:

INSURANCE COMPANY:

Maricela Lares

By: Wrenetta Walker  
Agent and Attorney-in-Fact

MARICELA LARES

WRENETTA WALKER, ATTORNEY-IN-FACT

Address: 18300 VON KARMAN AVE. STE. 640  
(Street)

IRVINE, CA 92612  
(City/State/Zip Code)

Telephone No.: ( 800 ) 438-7475

SAMPLE

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

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## Fictitious Name Detail

### Fictitious Name

EMERALD TOWING

### Filing Information

Document Number	G07341900159
Status	ACTIVE
Filed Date	12/07/2007
Expiration Date	12/31/2012
Current Owners	1
County	BROWARD
Total Pages	1
Events Filed	NONE
FEI Number	NONE

### Mailing Address

2300 WILES ROAD  
POMPANO BEACH, FL 33073

### Owner Information

EMERALD TRANSPORTATION  
2300 WILES ROAD  
POMPANO BEACH, FL 33073  
FEI Number: 85-0463240  
Document Number: P94000006539

### Document Images

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## References

Since 1965 Jennings Towing Service and now Emerald Transportation have been supplying towing services to many local municipalities and government agencies in the South Florida area including the cities of Boca Raton, Deerfield Beach, Coral Springs, Coconut Creek, The Florida Highway Patrol, Palm Beach and Broward Sheriff's Office.

Our current city-wide towing contracts include:

Deerfield Beach  
Coral Springs  
Coconut Creek  
Lighthouse Point  
Parkland  
The City of Boca Raton  
Florida Atlantic University  
The Florida Turnpike STARR & RISC Towing Program (This contract is serviced under SIRT, LLC a company owned by Emerald Transportation and A Superior Towing Service.

Our rotation towing services include:

The Florida Highway Patrol  
The Palm Beach County Sheriff's Office  
Lantana Police Department  
City of Greenacres  
Town of Manalapan  
City of Boynton Beach

With all of these cities and government agencies we have gained invaluable experience since 1965 with contractual towing and the requirements to provide on time service, reporting, On-Hold vehicle storage, safe-secure storage and customer service to the City of Pompano Beach its residence and the contracted law enforcement provider.

(Attached please see the list of contacts for the above referenced cities and agencies)

EMERALD TRANSPORTATION CORPORATION

June 10, 2010

Government Related Services: Towing Contracts and Rotation.

City of Boca Raton Police Department  
Assistant Chief Edward Morley  
150 NW Boca Raton Blvd  
Boca Raton, Fl. 33432  
(561) 338-1234  
Fax (561)338-1236  
Towing Contract

City of Boynton Beach Police Department  
Sgt. Richard McNevil  
100 E. Boynton Bch Blvd.  
Boynton Beach, Fl. 33435  
(561) 375-6100  
Fax (561)742-6185  
Towing Contract

Carol Doppler, CPPB.  
City of Boynton Beach Purchasing Department  
100 East Boynton Beach Blvd  
Boynton Beach, Fla. 33425  
(561)742-6310  
Fax (561) 742-6316  
Towing Contract

Florida Highway Patrol/Broward County  
Troop L-Davie  
Lt. Gene Hingson  
14190 West SR 84  
Davie, Fl. 33325  
(954) 845-6009  
Fax (954)845-6015  
Towing Rotation

Florida Highway Patrol/Palm Beach  
Lt. Robert Purser  
P.O. Box 8148  
Lantana, Fl. 33462  
(561)540-1146  
(561)357-4090  
Towing Contract

City of Coconut Creek Police Department  
Sgt. Tim Bradshaw  
4800 West Copans Road  
Coconut Creek, Fl. 33063  
954-973-6702  
Fax: 954-956-1546  
Towing Contract

Coral Springs Police Department  
THI Sgt. Eric Schuster  
2801 Coral Springs Drive  
Coral Springs, Fl. 33065  
(954) 346-1749  
Fax (954)346-1331  
Towing Contract

Lighthouse Point Police Department  
Chief Ross Licata  
3760 NE 2<sup>nd</sup> Ave  
Lighthouse Point, Fl. 33064  
(954) 784-3425  
Fax (954) 784-3412  
Towing Contract

Palm Beach County Sheriffs Department  
Allen Gold, Towing Coordinator.  
3228 Gun Club Road  
West Palm Beach, Fl. 33406  
(561) 278-2644  
Fax (561)688-3737  
Towing Rotation

Lantana Police Department  
Sgt. Anthony Murcado  
500 Greynolds Circle  
Lantana, Fl. 33462  
(561) 540-5700  
Fax (561)540-5711  
Towing Rotation

Broward Sheriffs Department/Deerfield Beach  
Chief Jay Fernandez  
300 NE 2<sup>nd</sup> Ave  
Deerfield Beach, Fl. 33441  
(954) 480-4300  
Fax (954)480-4286  
Towing Contract

Broward Sheriffs Department/Parkland  
Chief Steven List  
6500 Parkside Drive  
Parkland, Fl. 33067  
(954) 753-5050  
Fax (954)480-4286  
Towing Contract

Palm Beach County Consumer Affairs  
Inspector Eugene Reeves  
50 South Military Trail  
West Palm Beach, Fl. 33415  
(561) 233-4820  
Fax (561)712-6610

City of Deerfield Beach Purchasing  
Donna Council  
210 Goolsby Blvd  
Deerfield Beach, Fl. 33442  
(954) 480-4380  
Fax (954) 480-4268  
Towing Contract

City of Boca Raton Purchasing  
Lynn Kunkel  
200 W. Palmetto Park Road  
Boca Raton, Fl. 33432  
(561) 393-7869  
Fax (561)393-7983  
Towing Contract

City of Coral Springs Purchasing  
Angelo Salomone  
9551 W. Sample Road  
Coral Springs, Fl. 33065  
(954) 344-1100  
Fax (954) 344-1186  
Towing Contract

City of Coconut Creek Purchasing Department  
Linda Jeethan, CPPB, Purchasing.  
4800 West Copans Road  
Coconut Creek, Fla. 33063  
(954)973-6730  
Fax (954)973-6754  
Towing Contract

Florida Atlantic University Police Department  
Lt. Larry Saxon  
777 West Glades Road  
Boca Raton, Fla. 33431  
(561)297-2717  
Fax (561)297-2382  
Towing Contract

Boca Raton Fire Rescue  
Chief Tom Wood  
6500 Congress Ave, Ste 200  
Boca Raton, Fl. 33487  
(561)367-6734  
Fax: (561)995-2108

Florida Turnpike Enterprise  
STARR & RISC Towing Programs  
Edward Mac McKissack  
Incident Management Specialist  
Mile Post 65  
Turnpike Operations Center  
Pompano Beach, Fl. 33069  
(954)934-1608  
Fax: (954)934-1351  
Towing Contract: Severe Incident Response Team, LLC.  
This company is owned by Emerald Transportation & A Superior Towing Service.

*City of Boca Raton*

FIRE RESCUE SERVICES DEPARTMENT • 6500 CONGRESS AVE., SUITE 200 • BOCA RATON, FLORIDA 33487-2808  
PHONE: (561) 982-4000  
FAX: (561) 982-4050  
(FOR HEARING IMPAIRED) TDD: (561) 982-4059



August 6, 2007

Emerald Towing  
2300 Wiles Road  
Pompano Beach, FL 33703

Dear Jim Jennings, Jr.,

We had an opportunity to fully utilize your services on Friday, August 3, 2007, at the CSX Railroad tracks, north of Palmetto Park Road. Brush 5 had been on the railroad tracks trying to access a brush fire behind Paradise Palms when they learned that their clearance to be on the railroad tracks was in error and a train was coming. They left the railroad tracks and got stuck in a gully on the west side of the tracks, about 400 feet north of Palmetto Park Road. To make matters worse, Brush 5 came to rest tilted at a 40 degree angle. It took two of your biggest rigs three hours of effort and four of your outstanding employees to safely remove Brush 5.

I wish to commend Jim Jennings, Sr., Jerome Harris, Larry Lindsey, and Floyd Brooks for working as an outstanding team and saving Brush 5 from serious rollover damage.

We have said it before...and we will say it again...**Emerald Towing is second to none!**

Sincerely,  
BOCA RATON FIRE RESCUE SERVICES

A handwritten signature in black ink that reads "Thomas R. Wood". The signature is written in a cursive style.

Thomas R. Wood, CFO  
Fire Chief

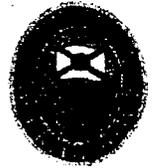
c: Deputy Chief John Johnson  
Battalion Chief Bruce Angier  
Acting Captain Robert Rubino  
Firefighter/Driver Doug Webb  
Firefighter John Lamey



Ross Licata  
Chief of Police

*City of Lighthouse Point*  
**POLICE DEPARTMENT**

3701 N.E. 22nd Avenue • Lighthouse Point, FL 33064  
(954) 942-8080 [www.lhppd.com](http://www.lhppd.com) Fax (954) 784-3412



*Accredited  
Since 2000*

November 28, 2007

To Whom It May Concern:

For the past two years, Emerald Towing and Heavy Hauling has been serving as a contractor for the City of Lighthouse Point Police Department, to perform requested towing and storage.

During that time, Emerald Towing has performed admirably and without any problems. When called upon, they respond in a timely fashion, and perform all of the tasks required of them without delay. We have a great working relationship with the ownership and staff. They are always accommodating to any requests that are made regarding towing and storage of city vehicles, forfeitures and seizures. In the two years that Emerald Towing has been providing our towing services, I cannot recall any incidents in which individuals have complained about their services or billing. They have been a good partner to law enforcement and provide a great service.

If you need any additional information, don't hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Ross Licata".

Ross Licata  
Chief of Police

RL/rb



City of Deerfield Beach  
Department of Fire and Rescue

**MEMORANDUM**

TO: Emerald Towing

FROM: B/C Tom Ray

DATE: 10/25/09

SUBJECT: letter of appreciation.

I would like for this letter to serve to express my most sincere appreciation for emerald Towing. As the lead extrication instructor for our department it has been a pleasure working with the emerald towing company.

We routinely call and request cars for training, Emerald has never said no. We have asked for cars on numerous occasions from requesting as little as one car for new recruit training to as many as eight cars a day for six days with a driver and truck on stand-by to assist in moving cars around during the training.

Emeralds commitment to assisting our department in extrication training makes me comfortable calling emerald towing a training partner.

The relationship that we have built with Emerald towing, and the fact that they are almost always part of our training, (at their expense) has truly paid off on the street. I routinely hear from engine company captains how easy it is to work with the drivers and they are always willing to assist however they can no matter the time of day or night.

Prior to the city awarding Emerald the city contract; when setting up extrication training it was always a concern as to whether the cars would show up, more than once I have arrived at the training ground to find no cars. It was not uncommon for a few cars but not all requested to arrive, but with Emerald this has never been a concern or problem. In fact there have been times we have made last minute changes where we needed more cars than originally requested.

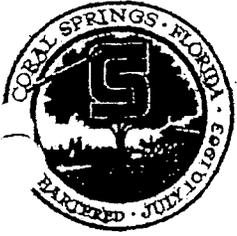
On a yearly basis we easily use 40-50 cars.

Emerald also delivers two pallets of bottled water a year which is used on our fire calls in rehab for firefighters.

Emerald, thank you for all that you do during the year to assist us in the training of our personnel. Because of this commitment we consider you training partners.

Tom Ray  
Battalion Chief, C-Shift  
Deerfield Beach Fire and Rescue  
Mitigation Operation Center  
1441 FAU Research Park Blvd.  
Deerfield Beach, FL 33441  
TRay@Deerfield-Beach.com  
(O) 954-571-3091  
(C) 954-553-0313

A handwritten signature in black ink, appearing to be 'Tom Ray', is written over the printed name and contact information.



CITY OF **CORAL SPRINGS** FLORIDA

EXHIBIT "D"

**POLICE DEPARTMENT**

2801 CORAL SPRINGS DRIVE  
CORAL SPRINGS, FLORIDA 33065  
TELEPHONE: (954) 346-1200

May 3, 2007

Emerald Towing  
2300 Wiles Road  
Attn: Jim Jennings  
Pompano Beach, Fl 33073

Dear Jim:

This letter is in reference to the on site inspection that was completed on April 26, 2007. Your equipment was well maintained and all your employees were extremely helpful in finding anything that I was looking for to inspect.

An inspection was also completed on each tow driver's administrative file. All paperwork was easy to find and read. Each driver was checked via FCIC/NCIC. Each of your drivers have valid and current driver's license.

I look forward to our meeting with you to complete the six-month review on May 15, 2007 at 1030 AM in the Chief's Conference Room on the third floor of the Police Department.

Sincerely,

Lawrence D. Saxon  
Tow Liaison Officer



**Department of Fire and Rescue**  
1441 FAU Research Park Boulevard  
Deerfield Beach, FL 33441-6258  
Phone: (954) 480-4350 Fax: (954) 427-3349  
www.deerfield-beach.com

EXHIBIT "D"

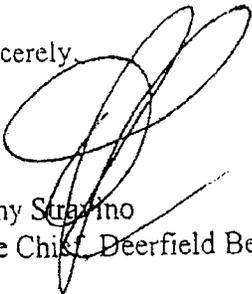
May 4, 2009

Jim Jennings  
President  
Emerald Towing  
2300 Wiles Road  
Pompano Beach, FL 33077

Dear Mr. Jennings,

On May 30, 2009, Deerfield Beach Fire Rescue will be holding our second annual awards banquet. At that time we will be honoring the men and women of Deerfield Beach Fire Rescue for acts of heroism, bravery and various other contributions to our organization. We will also be giving service awards for exceptional performance during the year. For example we will be naming our Firefighter, Paramedic, Officer and Rookie of the year, we will also be recognizing our promotions and new hires for the current year. Consistent with our desire to recognize our personnel who have performed over and above what was expected we would also like to recognize members of our community who have contributed to our Fire/Rescue Service in a positive manner. Emerald Towing, along with your personal cooperation, has consistently been a provider of vehicle extrication props that has assisted our Training Division. Also, you have provided many other vehicles we have needed for public education purposes. Accordingly, on behalf of our benevolent organization please accept this invitation for yourself and one guest to our Awards Banquet. Our ceremony will be held at The Hilton - Deerfield Beach. (100 Fairway Drive, 6:00 pm to 12:00 am.). Please RSVP to Marvine Innis in Fire Administration @ 954-571-3084, dress is semi-formal. I would like to thank you again for all that you have done and I look forward to seeing you there.

Sincerely,

  
Tony Strano  
Fire Chief, Deerfield Beach Fire Rescue



*Department of Fire Rescue and Building Inspection Services*

928 East Hillsboro Boulevard  
Deerfield Beach, Florida 33441-3592  
Phone: (954) 480-4350 Fax: (954) 427-3349



August 6, 2004

Jeanise Barbe, Office Manager  
Emerald Towing  
161 N.W. 4 Street  
Boca Raton, FL 33432

Dear Ms. Barbe:

On behalf of the City of Deerfield Beach Department of Fire Rescue, we would like to thank you and your drivers, David Holmes and David Springman, for donating several cars to our annual "Scared Sober" junior/senior assemblies held at Deerfield Beach High School and Highlands Christian Academy on May 11 and 12, 2004. We apologize for the lateness of this letter, but we thought it had gone out earlier.

Our dramatization emphasized safe and responsible driving, especially on prom night, through a staged major car crash involving student victims. The enactment included an extrication demonstration, with firefighters using the jaws of life to pry the roof off an automobile to get to the injured victims. A rollover simulator, courtesy of the Florida Highway Patrol, showed the real time consequences of not wearing a seat belt. North Broward Medical Center's trauma team demonstrated resuscitation efforts using a variety of life-saving techniques on a student victim.

Through your donation of the cars used in these scenarios, you helped bring home the seriousness of our message, and we appreciate your efforts. This demonstration would not have been possible without your involvement, and we thank you for your support and your commitment to helping save lives through this very important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Lothar", written over a horizontal line.

Gary Lothar  
Fire Chief

GL:js



*City of Boca Raton*

RE-RESCUE SERVICES DEPARTMENT • 2333 WEST GLADES ROAD • BOCA RATON, FLORIDA 33431-7311

PHONE: (561) 387-6700

FAX: (561) 387-6750

(FOR HEARING IMPAIRED) TDD: (561) 387-6742

SUNCOM: (561) 922-6700



April 22, 2002

Emerald Towing  
161 N.W. 4<sup>th</sup> Street  
Boca Raton Florida 33432  
Attn: Jim Jennings

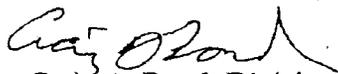
Ref: Thank You

Dear Mr. Jennings:

I would like to thank you once again for allowing us to come to your facility for auto extrication practice.

Without your support and providing vehicles for our use, this valuable training would not be able to be accomplished.

Sincerely:  
BOCA RATON FIRE RESCUE SERVICES

  
Craig A. Bond, Division Chief  
Training & Safety

Deerfield Beach Fire/Rescue  
Extrication Team  
1441 SW 11<sup>th</sup> Way  
Deerfield Beach, FL. 33441

To Whom It May Concern:

I would like to send my deepest thanks to Emerald Towing for their great job of helping Deerfield Beach Fire Rescue with vehicle extrication training.

Since becoming the city's towing company six years ago we have become very close with the employees of Emerald Towing. Their devotion to getting us quality cars for extrication training is paramount to the department's success at all extrication competitions and real life scenarios. The cars they have donated have been used for extrication practices, public displays, and drunk driver awareness. They have allowed us the needed practice to rise to the top of the standings in extrication skills in Broward County and across the state.

When I request a car from Emerald towing it is usually delivered within 24 hours to our training facility. After we have completed the training evolution they pick the car up. The cars that Emerald supplies us with are all in excellent condition and of newer model. They are mostly four door vehicles and built after 1999. This allows us to utilize our skills in a real world scenario on newer vehicles. When Emerald is not delivering cars for our extrication team it is helping us with drunk driver awareness at the local High Schools. Emerald's ability to deliver ten cars in less then a week is paramount to the success of making teenagers aware of the consequences of drinking and driving. Without Emerald Towing's support we would be unable to reach the kids in the community.

Emerald Towing has become instrumental in the Fire Department's training now and for the future. We are writing this letter on behalf of the Deerfield Beach Fire/Rescue Extrication Team. We would like to recognize Emerald Towing for their commitment to Deerfield Beach Fire/Rescue and the City.

If you have any question you can contact Kyle Van Buskirk at (954) 650-3210. We look forward to hearing from you.

Sincerely,



R/S Kyle Van Buskirk  
Co-Captain



# BOCA RATON POLICE SERVICES DEPARTMENT

A NATIONAL AND STATE ACCREDITED LAW ENFORCEMENT AGENCY



ANDREW J. SCOTT, III  
CHIEF OF POLICE

May 13, 2004

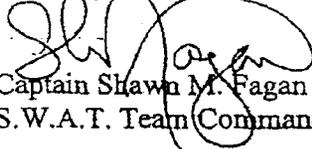
James Jennings Jr.  
Emerald Towing  
161 N.W. 4<sup>th</sup> St.  
Boca Raton, FL 33432

Dear Mr. Jennings,

I would like to thank you for your assistance with the S.W.A.T. team's vehicle assault training. The vehicles that you supplied allowed the S.W.A.T. team to perform realistic vehicle assault training. This training is paramount to our success in these operations and your help and cooperation is greatly appreciated.

Thank you for your continuing support of the Boca Raton Police Services Department's Special Weapons and Tactics team.

Sincerely,

  
Captain Shawn M. Fagan  
S.W.A.T. Team Commander

For: Andrew J. Scott, III  
Chief of Police



FINANCIAL SERVICES DEPARTMENT  
CITY OF **CORAL SPRINGS** FLORIDA

EXHIBIT "D"

PURCHASING DIVISION  
9551 WEST SAMPLE ROAD  
CORAL SPRINGS, FL 33065  
TELEPHONE: (954) 344-1100  
FAX: (954) 344-1186  
www.coral springs.org

VEHICLE TOWING  
CONTRACT QUALITY REVIEW

THE PURPOSE OF THIS DOCUMENT IS TO ASSIST IN THE MEASUREMENT OF THE QUALITY OF THE VEHICLE TOWING CONTRACTS LET BY THE CITY, AND SERVICES RECEIVED. THIS REVIEW WILL ALSO BE AN OPPORTUNITY FOR THE CITY'S CONTRACTOR TO EVALUATE THE CITY'S METHODS AND STANDARDS AS THEY RELATE TO THE CONTRACT AND OFFER RECOMMENDATIONS FOR MUTUALLY BENEFICIAL IMPROVEMENTS.

NAME OF SUPPLIER: EMERALD TOWING

CONTRACT NAME: Vehicle Towing Services

CONTRACT NUMBER: 05-A-007 RFP

CONTRACT REVIEW PERIOD FROM: 10/01/2009 TO: 03/31/2010

CONTRACT ADMINISTRATOR: ERIC D. SCHUSTER *Eric Schuster 6/11/10*  
(REVIEWER)

DATE OF REVIEW: Thursday, June 10, 2010

(SRR)

CATEGORY	MAXIMUM POINTS	ASSIGNED POINTS
A. OPERATIONAL PERFORMANCE	35	35
1. SPECIFICATION COMPLIANCE ON A CONSISTENT BASIS.		
2. TIMELINESS OF RESPONSE.		
B. QUALITY RESPONSE	35	35
1. ANSWER PROMPTLY AND ACT ON ALL PROBLEMS		
2. IMMEDIATE CORRECTION OF ANY AND ALL PROBLEMS		
C. ADMINISTRATIVE PERFORMANCE	30	30
1. REPORTING, PAPERWORK, ETC.		
2. FRANCHISE FEE PAYMENTS		
<b><u>TOTAL POINTS ALL CATEGORIES</u></b>	100	100

100

SIGNATURE:



Contract Administrator (Reviewer)

COMMENTS/SIGNIFICANT OCCURRENCES:

THERE WERE NO NEGATIVE ISSUES THAT OCCURRED BECAUSE OF EMERALD TOWING DURING THIS RATING PERIOD. THERE WERE SOME BILLING ISSUES ON THE PART OF THE POLICE DEPARTMENT DUE TO VEHICLES BEING RELEASED BEFORE EMERALD RECIEVED PAYMENT. THIS WAS RECTIFIED BY THE POLICE DEPARTMENT PAYING THE OWED MONIES.

A POLLING OF POLICE DEPARTMENT PERSONEL FOR QUALITY OF SERVICE GENERATED ONLY POSITIVE FEEDBACK.. EMERALD WAS REPORTED TO BE PROMPT TO RESPOND, AND THEIR DRIVERS ARE COURTEOUS AND KNOWLEGABLE IN THIER JOBS.

EMERALD TOWING MOVED INTO THIER NEW FACILITY JANUARY 2010. THE NEW YARD AND PROCESSING AREAS ARE CLEAN, SECURE, AND COMPLETELY SATISFY THE NEEDS OF THE TRAFFIC HOMICIDE INVESTIGATORS.

(continue on page 4)

*City of Boca Raton*

FIRE-RESCUE SERVICES DEPARTMENT • 2333 WEST GLADES ROAD • BOCA RATON, FLORIDA 33431-7311  
PHONE: (561) 367-6700  
FAX: (561) 367-6750  
(FOR HEARING IMPAIRED) TDD: (561) 367-6742  
SUNCOM: (561) 922-6700



October 31, 2000

Jim Jennings Jr.  
Emerald Towing  
137 NW 4 Street  
Boca Raton, Florida 33432

Dear Jim:

I wish to thank you for allowing us the use of your facility last week for our extrication training. You allowed us to destroy eight vehicles that could have been sold, and I realize the cost to your business. We appreciate what you do for our department when vehicles are needed as in our Open House demonstration several weeks ago.

I appreciate you and your family supplying the food on Friday.

If there is a way that I can be of assistance to you in the future please do not hesitate to call.

Sincerely,  
BOCA RATON FIRE RESCUE SERVICES

A handwritten signature in cursive script, appearing to read "Craig A. Bond".

Craig A. Bond, Division Chief  
Training & Safety

*City of Boca Raton*

FIRE-RESCUE SERVICES DEPARTMENT • 2333 WEST GLADES ROAD • BOCA RATON, FLORIDA 33431-7311  
PHONE: (561) 367-6700  
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SUNCOM: (561) 922-6700



February 5, 2001

Jim Jennings  
Emerald Towing Services  
161 NW 4<sup>th</sup> Street  
Boca Raton Florida, 33432

Mr. Jennings (Jim)

I would like to take this opportunity to thank you for all of your assistance over the years in the area of vehicle extrication. You have been a source not only for technical assistance in the area of vehicle removal from accident scenes, but also in the area of training. You and your staff have provided the department several opportunities not only at your facility but have arranged to bring vehicles to our locations for the Fire-Rescue Services personal to practice and improve their skills in extrication.

The support of your company and staff has always exceeded our expectations. Your commitment to the city has been greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Johnson", is written over a horizontal line. The signature is stylized and includes a large loop at the end.

John A. Johnson  
Assistant Chief Fire & Life Safety



## Fort Lauderdale Fire Expo

309 SW 26 Street  
Fort Lauderdale, FL 33315  
954-650-1741

[www.fortlauderdalefireexpo.com](http://www.fortlauderdalefireexpo.com)



October 21, 2009

Dear Jim:

On behalf of the Executive Board of the Fort Lauderdale Firefighters Benevolent Association and all the members of the Fort Lauderdale Fire Department, I would like to personally thank you for sponsoring the 1<sup>st</sup> Annual Fire Expo.

Your enthusiastic response illustrates the great appetite you have for establishing a relationship and a partnership with your local firefighters.

With your assistance, the Fire Expo was a complete success. The Expo attracted instructors and firefighters from all over the country. Thanks to your donation of vehicles and the services provided by Chris, our attendees were able to learn techniques that will hopefully assist firefighters in their everyday duties for years to come.

We look forward to a long and prosperous relationship with you and your business. If there is anything the Fort Lauderdale Firefighters can do for you, please do not hesitate to call.

Again, thank you for all that you do for firefighters. Also, please thank Chris for his hard work on the day of the Fire Expo.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Salzano".

Michael C. Salzano  
Vice - President  
Fort Lauderdale Firefighters Benevolent

## Litigation

TD Bank v Emerald Transportation

February 2008

Lien holder and vehicle owner were notified by Emerald through Auto Data Direct; State of Florida authorized electronic vehicle notification system of vehicle being towed.

TD Bank contesting notification.

Emerald awaiting dismissal through Broward County Court.

Sarver v Emerald Transportation

March 2010

Motor vehicle accident.

Plaintiff is claiming injury 1 year after settling with insurance company from minor accident from which there were no injuries and plaintiff was not transported to hospital.

August 24, 2010

## **Emerald Equipment List:**

### Towing Equipment:

#### Class A: Light Duty

- 1.2007 Ford F-450 8 Ton Cap. Jerr-Dan Wrecker/Wheel-lift  
V/1FDXF46P47EA78976 Unit No: 103 Excellent Condition.
- 2.2006 Ford F-650 10 Ton Cap. Jerr-Dan Rollback/Wheel-lift  
V/3FRXX75H36V240275 Unit No: 86 Excellent Condition.
- 3.2007 Hino Model 338 10 Ton Cap. Jerr-Dan Rollback/Wheel-lift  
V/5PVNV8JR172S50154 Unit 104 Excellent Condition.
- 4.2005 Freightliner 12 Ton Cap. Jerr-Dan Rollback/Wheel lift  
V/1FYACKDA55HN70533 Unit No: 83 Excellent Condition.
- 5.2002 International 4300 8 Ton Cap. Jerr-Dan Rollback/Wheel-lift  
V/1HTMMAAM42H523865 Unit No: 82 Excellent Condition.
- 6.2006 International 4200 8 Ton Cap. Jerr-Dan Rollback/Wheel-lift  
V/1HTMMAAM35H161905 Unit No: 107 Excellent Condition.
- 7.2006 Ford F-450 4 Ton Cap. Jerr-Dan Wrecker Wheel-lift.  
V/1FDXF46P65EC99072 Unit No: 106 Excellent Condition.
- 8.2002 Kenworth 12 Ton Cap Century Rollback/Wheel-lift.  
V/2NKMHZ7X22M885369 Unit No: 85 Excellent Condition.

#### Class B: Medium Duty

- 1.2007 Peterbuilt 16 Ton Cap. Century Rollback/Wheel-lift  
V/2NPLHZ7X07M679612 Unit No: 87 Excellent Condition.
- 2.2002 Sterling 10 Ton Cap. Jerr-Dan Rollback/Wheel-lift.  
V/2FZAAMAK32AK41148 Unit 78 Excellent Condition.
- 3.2004 Ford F-750 16 Ton Cap. Jerr-Dan Wrecker/Wheel-lift  
V/3FRXX75H54V696811 Unit 84 Excellent Condition.
- 4.2002 Freightliner 14 Ton Cap. Jerr-Dan Wrecker/Wheel-lift  
V/1FVABFAN81HJ43376 Unit No: 76 Excellent Condition.
5. 2009 Ford F-650 Extra-Cab 12 Ton Cap Jerr-Dan Rollback/Wheel lift.  
V/3FRWX65BX8V656943 Side-Puller Recovery System Unit No: 112  
Excellent Condition.
6. 2009 Ford F-650 Extra-Cab Jerr-Dan 12 Ton Cap Rollback/Wheel lift  
V/3FRWX65BX8V656944 Side-Puller Recovery System Unit No: 114  
Excellent Condition.

Class C: Heavy Duty:

- 1.2001 Kenworth 25 Ton Cap. Jerr-Dan Wrecker/Wheel-lift  
V/INKMHD7XXYS845862 Unit No: 72 Excellent Condition
- 2.1984 Mack DM 600 50 Ton Capacity Challenger 3 Stage Hydraulic Wrecker.  
V/1M3H114K3BT002478 Unit No: 115 Very Good Condition.  
(Please see attached letter of intent to purchase)

Class D: Ultra-Heavy Lift-Rotator Class:

1. 2002 Peterbuilt 70 Ton Capacity B&B Rotator Wrecker  
1XP5D69X8YD519281 Unit No: 105 Excellent Condition
2. 1999 Peterbuilt 60 Ton Capacity Century Rotator Wrecker  
1XPADB0X4PN339809 Unit No: 101 Excellent Condition.

Lowboy Transport:

- 1.2000 Volvo Tandem Tractor's/4V4MD2UEXYN241350 Unit No: 102
- 2.2000 Landoll 48' Air-Ride 60 Series Lowboy Trailer 75,000 lb cap. Tilt-Deck.  
V/1LH669WHXY1A10564 Excellent Condition.
- 3.1995 International Tandem Tractor's/1HSHGAER6SH680543 Unit No: 75
- 4.1995 Landoll 53' Lowboy Trailer 60,000 lb cap. Tilt-Deck.  
V/1LH317WH5R1006916 Excellent Condition

Heavy Equipment: Spill Response, Accident Clean-up

2002 Komatsu Model WA-180-3MC Front End Loader.  
Quick Attach 3 Yard Bucket and Set of Forks.  
Serial Number: A81199

2007 Komatsu Skid Steer Loader Model SK 820  
Quick Release Bucket, Street Sweeper Attachment, Grappler Bucket.  
Serial Number: A40040

Air Cushion Recovery Unit: Extrication Support.

Pace 28' Enclosed Trailer Containing Air Cushion Recovery Set, Slings, and Straps.  
Air Cushion USA 8 Bag Heavy Lift Cushions 80,000 lb Capacity. Generator light stands,  
compressor, work lights, Mat Jack Lift Cushions, cutting saws, chain saws, plug kits,  
drum liners, drum rollers, pallet pullers, and dock plate.  
Extrication 100 grade chains, gas cutting saws, torch sets, chain slings. Ultra Heavy Duty  
50, 000 lb capacity straps-100,000 lb capacity basket strength.

Spill Response Unit: County Waste Transporter No: WT-08-0032

2008 Ford F-450 4dr Dually 4X4 MOT Support Truck Unit No: 110

2008 Superior Signal Trailer Mounted Arrow Board.

Work-Zone Traffic Control, arrow board, Advance Traffic Warning Signs (4) and 60-90 lane closure traffic cones.

2008 Komatsu SK-820 Skid Steer Loader w loader bucket, grappler bucket, power sweeper broom quick release attachments.

2005 Cargo King 16' Enclosed Trailer, Spill Response Unit. Diesel Fuel Pump System to pump fuel out of damaged diesel tanks during heavy truck accidents. Containment drums, spill kits, 60 pounds absorbent, brooms, shovels, clean-up supplies. Air compressor pumps system.

Two 20 yard capacity Roll-Off Containers for contaminated product removal.

200- 50 lb bags of sand on pallets for quick response to contain fluid spills.

#### Miscellaneous Equipment:

1998 Ford F-150 Service Truck, with 90 Gallon Capacity Extra Fuel Tank.

1985 Novin 35' Flat-Deck Trailer Tandem-Axle.

2001 Emerson Flatbed Motorcycle Trailer.

2001 Performance 32' Tri-Axle Boat Trailer.

#### All Wheel Drive Trucks and Off Road Equipment:

2008 Ford F-450 All Wheel Drive Truck Unit No: 110

Komatsu Front End Loader All Wheel Drive.

Komatsu Skid Steer Loader All Wheel Drive

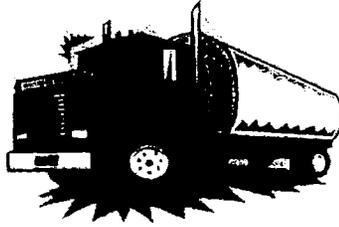
#### Forklifts: Trans-Load

2007 Mitsubishi 12,000 lb Capacity Forklift

1995 Yale 5,000 lb Capacity Forklift

1975 Clark 5,000 lb Capacity Forklift

1989 Clark 5,000 lb Capacity Forklift



## Spill Response Unit

Emerald Transportation has the equipment and training to handle your fuel spill containment due to an accident or mechanical problems.

Should one of your fleet units ever become involved in an accident with a fuel leak we can handle all phases of the fuel transfer and clean-up process.

Our spill response unit carries four separate fuel pump systems that will safely transfer diesel fuel or gasoline from a ruptured tank to our containment drums. Our pumps operate on air compressed power or electrical, depending on the product to transfer.

Additional Equipment Available for accident, spill recovery, trans-load:

2001 Cargo King 16' Enclosed Trailer:

Fuel pump system, containment drums, spill kits, absorbent, brooms, shovels, generators, air compressor.

2002 Komatsu Model WA-180-3MC All -Wheel Drive Front End Loader.  
3 yard bucket, forks, quick release attached.

2007 Komatsu Model SK-820 Skid Steer Loader.

Quick release bucket, grappler bucket, power broom attachments.

20 yard roll-off containers for transporting extra sand to site or wreckage debris from scene.

200 (50) lb bags of absorbent sand stacked on four pallets in dry storage ready to transport to any accident scene.

Trailer mounted directional arrow boards, advanced warning signs.



## M.O.T (Movement of Traffic) Support Unit

Emerald Towing can respond with a MOT support truck and directional arrow board to support your department with temporary lane or road closure due to a vehicle accident, fatality, or criminal activity.

In the event of a major incident your department may be required to close a lane, roadway or direction of traffic for a long term investigation. This may tie up numerous patrol units in support of traffic control during peak hours.

Emerald can respond to the scene with our accident zone traffic control unit. This unit consists of a support truck, advanced warning signs, 60-90 traffic cones, 4 dozen roadside flares, and a trailer mounted directional arrow board for temporary lane closure.

If we can free up even one of your officers from traffic control and enable them to be put back into service and back on normal patrol we have provided a unique service to your department.

Unit 110: Traffic Control Support Truck:

2008 Ford F-450 All-Wheel Drive 1 Ton Truck  
2008 Superior Sign Trailer Mounted Directional Arrow Board  
60-90-120 MUTCD Approved Traffic Cones.  
4 Advanced Warning Accidents Ahead Signs.  
4 Dozen Roadside Traffic Flares.  
MUTCD Work Zone Traffic Control Certified Operators.



EXHIBIT "D"

11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

August 25, 2010

Re: Emerald Transportation Corporation  
James Jennings, Owner

To Whom it May Concern:

Emerald Transportation Corporation has been a TCF Equipment Finance customer since July, 2006 and has shown satisfactory pay history on two truck loans. TCF would consider financing a new Class C truck for Emerald Transportation Corporation, subject to review and final Credit approval of business financials, personal credit and business history.

Sincerely,

  
Rebecca Pierskalla  
Sales Associate  
[rpierskalla@tcfef.com](mailto:rpierskalla@tcfef.com)  
P) 952-656-3267  
F) 952-656-5081



# CERTIFICATE OF LIABILITY INSURANCE

OP ID WN

DATE (MM/DD/YYYY)  
06/09/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: <b>Case Insurance Agency Inc</b> P O Box 17497 Plantation FL 33318-7497 Phone: 954-792-4300 Fax: 954-791-9344		CONTACT: E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #: <b>EMERA-2</b>	
INSURED: <b>Emerald Transportation Corp</b> <b>d/b/a Emerald Towing &amp; Heavy</b> <b>Hauling &amp; Severe Incident</b> <b>Recovery Team LLC</b> <b>4000 N Powerline Rd</b> <b>Deerfield Beach FL 33073</b>		INSURER(S) AFFORDING COVERAGE:	
		INSURER A:	INSURER B:
		INSURER C:	INSURER D:
		INSURER E:	INSURER F:
		INSURER G:	INSURER H:
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		INSURER K:	INSURER L:
		INSURER M:	INSURER N:
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		INSURER CY:	INSURER CZ:
		INSURER DA:	INSURER DB:
		INSURER DC:	INSURER DD:
		INSURER DE:	INSURER DF:
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		INSURER II:	INSURER IJ:
		INSURER IK:	INSURER IL:
		INSURER IM:	INSURER IN:
		INSURER IO:	INSURER IP:
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		INSURER OG:	INSURER OH:
		INSURER OI:	INSURER OJ:
		INSURER OK:	INSURER OL:
		INSURER OM:	INSURER ON:
		INSURER OO:	INSURER OP:
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		INSURER RY:	INSURER RZ:
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		INSURER SG:	INSURER SH:
		INSURER SI:	INSURER SJ:
		INSURER SK:	INSURER SL:
		INSURER SM:	INSURER SN:
		INSURER SO:	INSURER SP:
		INSURER SQ:	INSURER SR:
		INSURER SS:	INSURER ST:
		INSURER SU:	INSURER SV:
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		INSURER UE:	INSURER UF:
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		INSURER UI:	INSURER UJ:
		INSURER UK:	INSURER UL:
		INSURER UM:	INSURER UN:
		INSURER UO:	INSURER UP:
		INSURER UQ:	INSURER UR:
		INSURER US:	INSURER UT:
		INSURER UU:	INSURER UV:
		INSURER UW:	INSURER UX:
		INSURER UY:	INSURER UZ:
		INSURER VA:	INSURER VB:
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		INSURER VG:	INSURER VH:
		INSURER VI:	INSURER VJ:
		INSURER VK:	INSURER VL:
		INSURER VM:	INSURER VN:
		INSURER VO:	INSURER VP:
		INSURER VQ:	INSURER VR:
		INSURER VS:	INSURER VT:
		INSURER VU:	INSURER VV:
		INSURER VW:	INSURER VX:
		INSURER VY:	INSURER VZ:
		INSURER WA:	INSURER WB:
		INSURER WC:	INSURER WD:
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		INSURER WK:	INSURER WL:
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		INSURER WU:	INSURER WV:
		INSURER WW:	INSURER WX:
		INSURER WY:	INSURER WZ:
		INSURER XA:	INSURER XB:
		INSURER XC:	INSURER XD:
		INSURER XE:	INSURER XF:
		INSURER XG:	INSURER XH:
		INSURER XI:	INSURER XJ:
		INSURER XK:	INSURER XL:
		INSURER XM:	INSURER XN:
		INSURER XO:	INSURER XP:
		INSURER XQ:	INSURER XR:
		INSURER XS:	INSURER XT:
		INSURER XU:	INSURER XV:
		INSURER XW:	INSURER XZ:
		INSURER YA:	INSURER YB:
		INSURER Y	

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/09/2010

**PRODUCER**  
Pegasus Insurance Company Inc  
860 Airport Drive  
Alexander City, AL, 35010

**INSURED**  
Matrix Employee Leasing  
a dba of Alliance Business Solutions, Inc  
9016 Philips Hlghway  
Jacksonville, FL 32256

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: Pegasus Insurance Company, Inc NAIC # 38474  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

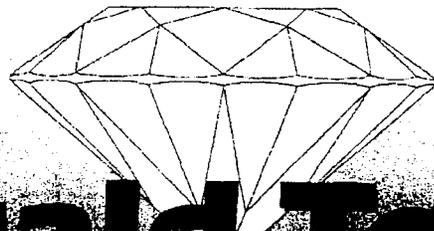
Certificate # 174212

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ XXXXXX FIRE DAMAGE (Any one fire) \$ XXXXXX MED EXP (Any one person) \$ XXXXXX PERSONAL & ADV INJURY \$ XXXXXX GENERAL AGGREGATE \$ XXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXX Emp Ben. XXXXXX
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXX BODILY INJURY (Per person) \$ XXXXXX BODILY INJURY (Per accident) \$ XXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXX
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ XXXXXX OTHER THAN EA ACC \$ XXXXXX AUTO ONLY: AGG \$ XXXXXX
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ XXXXXX AGGREGATE \$ XXXXXX \$ XXXXXX \$ XXXXXX \$ XXXXXX
(A)	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	2010769	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000.00
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER. Insured's licensing information is not warranted or validated by the insurer.  
 Only the co-employees of Alliance Business Solutions, Inc and Emerald Towing & Heavy Hauling DBA Emerald Transportation Corp., 4000 North Powerline Road, Pompano Beach, FL, 33073, but not subcontractors of: Emerald Towing & Heavy Hauling DBA Emerald Transportation Corp. are insured for workers' compensation.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
City of Pompano Beach Purchasing Office 1190 NE 3rd Avenue Building C Pompano Beach, FL 33060		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Wayne Stark <i>H. Wayne Stark</i>



# Emerald Towing



**(800) 239-0604**



## HEAVY DUTY TOWING AND RECOVERY FLEET



## LOWBOY AND FLATBED TRANSPORTATION SERVICES



**TOWING AND RECOVERY ♦ TRANSPORTATION  
SPILL RESPONSE ♦ MAJOR ACCIDENT CLEANUP ♦ ABANDONED  
VEHICLE STORAGE MONITORED 24 HOURS PER DAY ♦ CITY, COUNTY**

## SEVERE INCIDENT RESPONSE



## HEAVY DUTY TOWING AND RECOVERY FLEET

We operate a large fleet of the most modern equipment available today to meet the challenges of towing any size commercial vehicles in your fleet. From our 75 ton Capacity and 60 ton Capacity Rotators to our standard heavy duty and medium duty wreckers we prepared with trained and certified operators to meet your needs.

## LOWBOY AND FLATBED TRANSPORTATION SERVICES

We can supply your business with the right equipment to meet your transportation needs. Our transportation division operates lowboy trailers, flatbed rollback trucks, and tractors for the relocation of generators, loaders, forklifts, job site trailers and containers. From 70 to 10 ton capacity transport trucks we are ready to get your equipment to the job.

## AIR CUSHION RECOVERY



## SEVERE INCIDENT RESPONSE

Should your fleet ever become involved in a major accident please rest assured that we will handle the recovery of your equipment and load with our Incident Response Team. We will handle the accident recovery, spill response, load transfer and safe storage of your equipment. Along with the ultra-heavy wreckers we also operate front end loaders, skid loaders, forklifts and a spill response trailer to contain any fuel leaks.

## AIR CUSHION RECOVERY

Air Cushion Recovery is the most technologically advanced way to upright a loaded tractor trailer. By using a cushion of air large rubber bags are strategically placed under the trailer air is pumped in from our mobile compressor, and it is gently lifted back to an upright position.

**EQUIPMENT RELOCATION ♦ LOAD TRANSFER  
NON VEHICLE PICK-UP ♦ 5 ACRES OF SAFE AND SECURE  
TY, AND STATE POLICE CONTRACTED TOWING SERVICES**

**CITY OF BOCA RATON**

Mayor's Office

To Whom It May Concern:

I have had the pleasure and privilege of knowing and working with Mr. James Jennings of Emerald Towing Company for the past several years. For over 30 years, Mr. Jennings has been a part of the towing industry here in Boca Raton. Twenty-five of those years were spent servicing the city of Boca Raton. To the best of my knowledge, whether it was a broken down sanitation truck, a police department car, a troubled fire engine, even an airplane or two at the Boca Raton Airport, Mr. Jennings was always there and performed admirably. We thank you for allowing us to share our thoughts with you.

Sincerely,  
Carol G. Hanson, Mayor

**HARDRIVES, INC.**

To Whom It May Concern:

Over the past two years Mr. Jennings has handled our towing and recovery. We have found him to be honest, trustworthy and dependable. His prices have always been consistent with market value. Mr. Jennings is our first choice for the job and we highly recommend his services. If you have any questions, please feel free to call me at the office in Delray Beach listed above.

Sincerely,  
Tommy, Equipment Superintendent

**CAUSEWAY LUMBER COMPANY**

To Whom It May Concern:

I have been associated with Emerald Towing over twenty years. I do not have any other towing company service our vehicles and trucks. I will recommend them to service any company as I know they will meet and exceed all your needs.

Thank You,  
Iggly Durand, Director of Operations

**CITY OF BOCA RATON**

Fire Rescue

To Whom It May Concern:

This is to inform you of the relationship that has existed between Boca Raton Fire Rescue and Emerald Towing. For many years Emerald Towing has offered strong support to our Department. This has including towing disabled emergency vehicles at a moments notice, offering much needed extrication assistance at various vehicle accident scenes, and donating vehicles for extrication demonstrations and practices. Emerald Towing has also actively participated in our training sessions, and has gone so far as to send some of their personnel to a hazardous material response school in anticipation of their assistance during a HazMat incident. In closing, I would like to say that Emerald Towing has always offered competent and professional service to our department, and we consider them to be a great asset to our city. If you need any further information, please feel free to contact me at 561-367-6734.

Sincerely,  
Brett Lea, Division Chief  
Safety and Training Division

# Emerald Towing

561-395-9595 • 800-239-0604 • [emetow@bellsouth.net](mailto:emetow@bellsouth.net)  
or visit us on the web @ [www.emerald towing.biz](http://www.emerald towing.biz)



## STORAGE-DISPATCH-CORPORATE OFFICES

Our Pompano Beach vehicle storage and impound lot is located at 4000 North Powerline Road, Pompano Beach, Fl. 33073. We are one block north of Sample Road. Phone (954)917-4747. Fax: (954)917-4737.

### Inside Storage: Building One.

This building contains 3000 square feet of office space which house our vehicle release office, dispatch center, driver training and corporate offices. This building also has two handicapped restrooms which are ADA compliant as is our access area.

Building 1 also contains 10,000 sq ft of inside storage for "On Hold" fatality and criminal investigations. The building has overhead lighting, exhaust fans, concrete flooring, and video and alarm security. The building is located inside of our property and is only accessible through our front office. The building is manned 24 hours per day.

### Inside Storage: Building Two.

Building 2 is adjacent to building 1 and has 4000 sq ft of inside storage for the primary investigation of fatality and felony hold vehicles. This building consists of 3 extra large bays with 2 automobile lift stations for underbody investigations. There is also an overhead crane that can travel over all 3 bays. Overhead lighting, air supply, 1 and 2 phase electric. This building is secure with video and alarm systems and has a separate office for investigating officer's usage with internet access.

### Building Three:

Building 3 is adjacent to building 2 and has 9,000 sq ft of workable garage space. This is a 3 sided truck repair building with a 22' high ceiling. There is an overhead traveling crane in this building for felony or fatality investigation on heavy or large trucks. This building also houses a 25,000 lb capacity heavy truck lift. This building is open to the storage area for easy access and to view all stored vehicles.

Outside Storage:

Our outside storage impound yard is 2 acres of secure and fenced storage. The entire property is secured with 6' chain link fence and 3 strand barb wire, and privacy netting. The property has overhead lighting with 24 hour security. We never close. The property is manned 24/7 365 days per year. Video monitoring security cameras cover the outside vehicle storage area and will be accessible through the internet.

We are conveniently located on Powerline Road and NW 40<sup>th</sup> Court just north of Sample Road.



EXHIBIT "D"





EXHIBIT "D"

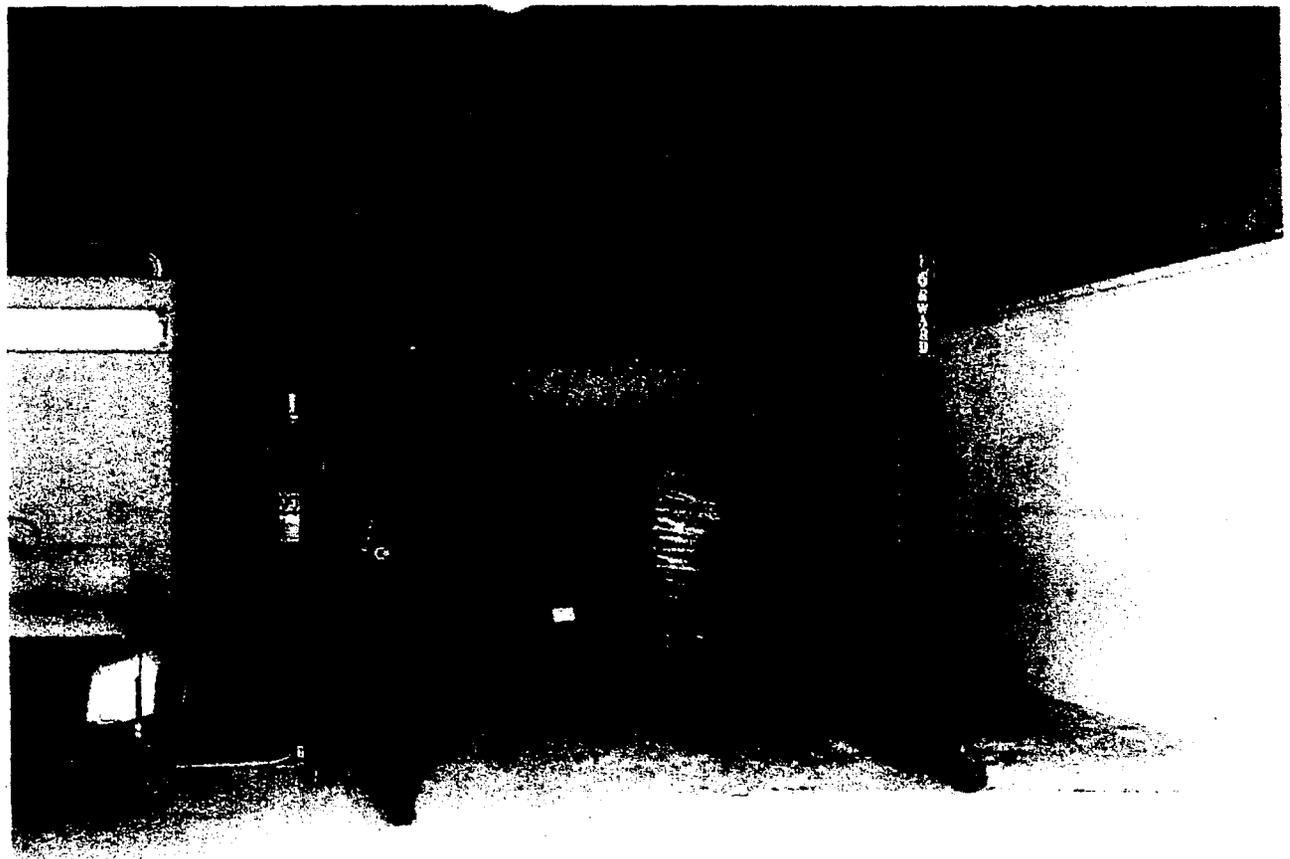


EXHIBIT "D"



# CITY OF DEERFIELD BEACH

BUSINESS LICENSE TAXES

2009-2010

LICENSE NO.

10-00026435

NEW  RENEWAL

DATE ISSUED 1/15/10

LICENSE FEE 262.50

DELINQUENT CHG. .00

TRANSFER FEE .00

**TOTAL AMOUNT PAID 262.50**

OWNER

CONTROL NO. 188400

BUSINESS NAME EMERALD TRANSPORTATION , CORP.

LOCATION 4000 N POWERLINE RD

CLASSIFICATION WRECKER SERVICE

EMERALD TRANSPORTATION , CORP.  
4000 N POWERLINE RD  
POMPANO BEACH FL 33073

LICENSE ISSUED FOR THE PERIOD

OCTOBER 1 2009 SEPTEMBER 30 2010

**LICENSE MUST BE CONSPICUOUSLY  
DISPLAYED TO PUBLIC VIEW AT  
BUSINESS LOCATION**

TRANSFER FEE 25.00

*Notice: This license becomes NULL and VOID if ownership, business name, or address is changed. Licensee must apply to License Department for Transfer.*

EXHIBIT "D"

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

**VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010**

**DBA:**  
**Business Name:** EMERALD TRANSPORTATION CORP  
**Owner Name:** JAMES M JENNINGS  
**Business Location:** 4000 N POWERLINE RD  
 DEERFIELD BEACH  
**Business Phone:** 954-942-1300

**Receipt #:** 326-6196  
**Business Type:** COURIER/TRANSPORT/DELVRY TOWING  
 (TOWING/STORAGE COMPANY)  
**Business Opened:** 01/01/2006  
**State/County/Cert/Reg:**  
**Exemption Code:** NONEXEMPT

Rooms                      Seats                      Employees                      Machines                      Professionals  
5

For Vending Business Only							
Number of Machines:				Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
33.00	3.30	0.00	0.00	0.00	0.00	36.30	

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT  
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

EMERALD TRANSPORTATION CORP  
 4000 N POWERLINE RD  
 DEERFIELD BEACH, FL 33073

**Receipt #52B-09-00002764**  
**Paid 01/19/2010 3.30**

**2009 - 2010**



Board of County Commissioners, Broward County, Florida  
Consumer Affairs Division

# Towing License

The holder of this license is hereby authorized to engage in recovering, towing, removing and storing of vehicles as a business enterprise in Broward County. This license is issued pursuant to Section 20-176.18 of the Broward County Code. Said license is not transferable and may be suspended or revoked as provided by law.

Issued To  
**EMERALD TRANSPORTATION CORP**  
**940 SOUTH DIXIE HIGHWAY**  
**Pompano Beach, FL**

The following additional conditions, restrictions and limitations apply to this license.

01/23/2001  
Effective Date

01/31/2001  
Expiration Date

TW48  
License Number

Mona Jandell  
C.A.D. Director

EXHIBIT "D"



Board of County Commissioners, Broward County, Florida  
Consumer Affairs Division

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**940 SOUTH DIXIE HIGHWAY**

**Pompano Beach, FL**

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TW48  
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*Mona Sandell*  
C.A.D. Director

EXHIBIT "D"



Board of County Commissioners, Broward County, Florida  
Consumer Affairs Division

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**940 SOUTH DIXIE HIGHWAY**

**Pompano Beach, FL**

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Expiration Date

TW48

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*Mona Jandel*

C.A.D. Director



Board of County Commissioners, Broward County, Florida  
Consumer Affairs Division

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940 SOUTH DIXIE HIGHWAY  
Pompano Beach, FL**

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Effective Date

01/31/2001  
Expiration Date

TW48  
License Number

*Mona Sundell*  
C.A.D. Director

EXHIBIT "D"



June 13, 2008

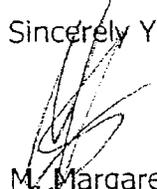
Mr. James Jennings  
Emerald Towing  
2300 Wiles Road  
Coconut Creek, FL 33073

Dear Mr. Jennings,

I would like to personally thank Emerald Towing once again for being a Bronze Level Sponsor at the 2008 Annual Installation Dinner of the Broward League of Cities. It was contributions like yours that helped make this event a celebration to remember. From the feedback I have received, it seems that everyone had a wonderful time aboard the Grand Floridian yacht. Because of your generosity, we were able to make this a night everyone truly enjoyed.

Again, not only myself, but the officers, directors and members of the Broward League of Cities, thank you for your generosity and your commitment to effective city government.

Sincerely Yours,

  
M. Margaret Bates  
President of the Broward League of Cities

**2008-2009 OFFICERS**  
President M. Margaret Bates  
*Vice Mayor, Lauderdale*  
1st Vice President Gary Resnick  
*Commissioner, Wilton Manors*  
2nd Vice President Roy Gold  
*Commissioner, Coral Springs*  
Secretary Daniel Stermer  
*Commissioner, Weston*  
Treasurer Rae Carole Armstrong  
*Mayor, Plantation*

**DIRECTORS**

Immediate Past President  
Joy Cooper  
*Mayor, Hallandale Beach*  
Past President Lori Moseley  
*Mayor, Miramar*  
Past President Frank Ortis  
*Mayor, Pembroke Pines*  
Past President Hazelle Rogers  
*Commissioner, Lauderdale Lakes*  
Past President Steven Feren  
*Mayor, Sunrise*  
Past President Carlton Moore  
*Commissioner, Fort Lauderdale*  
Past President Tom Hasis  
*Commissioner, Lighthouse Point*  
Richard Blattner  
*Vice Mayor, Hollywood*  
Jack Brady  
*Mayor, North Lauderdale*  
George Brummer  
*Vice Mayor, Pompano Beach*  
Georgina Cohen  
*Clerk-Commissioner, Pembroke Park*  
Dan Dodge  
*Vice Mayor, Hillsboro Beach*  
Thomas Dorsett  
*Vice Mayor, West Park*  
Debby Eisinger  
*Mayor, Cooper City*  
Leonard Freund  
*Vice Mayor, Coconut Creek*  
Steve Gonot  
*Commissioner, Deerfield Beach*  
Cindi Hutchinson  
*Commissioner, Fort Lauderdale*  
Albert Jones  
*Mayor, Davie Beach*  
Aster Knight  
*Councilmember, Southwest Ranches*  
Carl Lanke  
*Commissioner, Miramar*  
Hele Lieberman  
*Broward County Commissioner*  
Jack McCluskey  
*Commissioner, Pembroke Pines*  
Rosann Minnet  
*Mayor, Lauderdale by the Sea*  
Allegra Murphy  
*Commissioner, Oakland Park*  
Donald Rosen  
*Assistant Deputy Mayor, Sunrise*  
Dorothy Ross  
*Commissioner, Hallandale Beach*  
Fred Schorr  
*Mayor, Lighthouse Point*  
Elliot Sokolow  
*Commissioner, Sea Ranch Lakes*  
Susan Starkey  
*Councilmember, Davie*  
Beth Talabisco  
*Mayor, Tamarac*  
Michael Udine  
*Mayor, Parkland*  
Joseph Varsallona  
*Commissioner, Margate*  
Levyd Williams  
*Commissioner, Lauderdale Lakes*

Rhonda Calloun  
*Executive Director*

Suite 122 Governmental Center, 115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Phone: 954.357.7370 Fax: 954.357.5563  
Email: bloc@bellsouth.net Internet: www.browardleague.org



# Boynton Beach Police Department

Marshall B. Gage, F.B.I.N.A. 162<sup>ND</sup> Session  
Chief of Police

---

100.E. Boynton Beach Blvd.  
Boynton Beach, Florida 33435  
(561) 742-6100  
(561) 742-6185 Fax Line

25 October 2001

Emerald Transportation  
161 NW 4<sup>th</sup> Street  
Boca Raton, FL 33432

Dear Ladies & Gentlemen:

We are proud to introduce the newest members of our Police K-9 Unit. Thanks to your generosity we were able to not only re-establish Zeus' post but we were able to add an additional K-9 to our team.

Officer Robert Thomas is pictured with Ceaser and Officer Brian Adams with Uilly. As you recall, Officer Thomas was Zeus' handler and was injured in the events of May 20, 2001. Thanks to the outpouring of compassion and support for Officer Thomas (and Zeus), the decision to remain committed to the K-9 Unit was an obvious one for Officer Thomas. The K-9 Unit has proven to be a valuable tool in our efforts in combating crime.

Thank you again for supporting the efforts of the Boynton Beach Police Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Marshall B. Gage", written over a horizontal line.

Marshall B. Gage  
Chief of Police

MBG/sab



Department of Public Safety  
Division of Consumer Affairs  
50 South Military Trail, Suite 201  
West Palm Beach, FL 33415  
Main Office: (561) 712-6600  
South and West County, 1-888-852-7362  
FAX: (561) 712-6610  
www.pbcgov.com/consumer

**Palm Beach County  
Board of County  
Commissioners**

- Burt Aaronson, Chair
- Karen T. Marcus, Vice Chair
- Jeff Koons
- Shelley Vana
- Steven L. Abrams
- Jess R. Santamaria
- Priscilla A. Taylor

**County Administrator**

Robert Weisman

*"An Equal Opportunity  
Affirmative Action Employer"*

July 22, 2010

James M. Jennings  
Emerald Transportation Corporation  
dba Emerald Towing  
1980 NW 1st Ave  
Boca Raton, FL 33432 3832



Dear James M. Jennings:

Congratulations! Emerald Transportation Corporation dba Emerald Towing MVP renewal application for 2010-2011 membership has been accepted. Your company's annual membership is effective from July 22, 2010 to July 22, 2011. The official MVP membership certificate and decal (both for display at your business), along with your membership receipt are enclosed.

By e-mail you should have already received: 1) a copy of the electronic (jpeg) MVP seal to be used in business advertising and 2) an electronic seal and instructions for showing MVP membership on your Web site.

The complete MVP membership information as submitted now appears on our Web site at: [www.pbcgov.com/consumer](http://www.pbcgov.com/consumer) (click the "Look Up Business" button). Please verify the information displayed is accurate.

Should you have any changes in your company's profile, please contact us at 561-712-6MVP (6687) or at [MVP@pbcbgov.org](mailto:MVP@pbcbgov.org).

**Consumer Confidence**



**Good for Business**

*....The Winning Combination*

Sincerely,

Dennis Moore, Director  
Consumer Affairs Division

*Welcome back!*

- Enclosures:
- MVP Certificate
  - MVP Decal
  - MVP Receipt

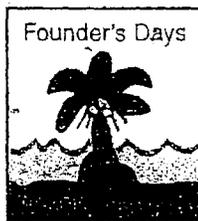


EXHIBIT "D"

# Founders' Days Committee

PRESIDENT'S DAY WEEKEND

FIREWORKS • CARNIVAL • PARADE • FOOD • LIVE ENTERTAINMENT

May 24, 2007

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Dear Emerald Towing:

The Founders' Days Committee would like to Thank You and your staff for all your efforts in helping make our part of the Relay for Life a huge success. The overall event earned over \$71,000.00 for the American Cancer Society. It is the help of companies and many good folks that make this happen. "The Mystery Machine" was a big hit for all those in attendance. You help make this a fun-loving event, remembered by many.

Once again, Thanks to all your staff.

The Founders' Days Committee



# THE SURVIVOR FUND

April 22, 2008

Emerald Towing Service  
2300 Wiles Road  
Pompano Beach, FL 33073

Dear Sir/Madam,

On behalf of the International Towing & Recovery Hall of Fame and Museum we would like to personally thank you for your recent donation to The Survivor Fund. Your donation along with many others throughout the world will help the hundreds of families left behind after the tragic loss of a loved one. Your name will be added to our ever growing list of donors and will become yet another part of history within the museum walls.

Thank you for your continued support and feel proud that you not only have helped the museum but you have helped a family somewhere else through their time of need.

If you would like to continue to support the museum and it's endeavors, enclosed is a membership application for your convenience. If you are already a member of the museum, we thank you for your support and hope that you will pass this membership application on to someone who would like to become a member of the museum.

Sincerely,

Rolfe Johnson  
President  
ITRHF

*R Johnson @ ITRHF*  
*Survivor Fund*  
*COM*

Enclosure

*International Towing & Recovery  
Hall of Fame and Museum  
The Survivor Fund  
3315 Broad Street  
Chattanooga, TN 37408*

Phone: (423) 267-3132  
Fax: (423) 267-0867

[www.thesurvivorfund.com](http://www.thesurvivorfund.com)



Head of School  
Rabbi Samuel J. Levine

Lower School Principal  
Chayim Dimont, M.S. Ed.

Upper School Principal  
Rabbi Adam Englander, M.S. Ed.

Director of  
Advancement  
Cindy Bergman

President  
Daniel J. Katz

Immediate Past  
President  
Hindy Rubin, Psy. D.

Executive Committee  
Sal Abady  
Escher Berglas  
Stanley Haaz  
Jeffrey Harris  
Lori Landa  
Michael Schiffman  
Teddy Struhl

PTA President  
Janice Marriott

Board of Trustees  
Steven Berkeley  
Heien Cohan  
Alan Cornell  
Ephraim Foonberg, Ph.D.  
Rabbi Efraim Goldberg  
Glen Golish  
Avi Greenbaum  
Naomi Gross, Psy. D.  
Noam Kaminetsky  
Sandra Lilienthal  
Isack Metzenfeld  
Rabbi Joseph Rischall  
Robin Struhl

Life Board Member  
Rosalind Henwood, Ph.D.

Past Presidents  
Brad Cohen  
Ellen Channing  
Elise Dolgow  
Howard DuBosar  
Linda Levy  
Debra Michaud

May 17, 2007

Emerald Towing  
2300 Wiles Road  
Pompano Beach, FL 33073

Dear Mr. Jennings, Jr.:

We want to express to you our gratitude for your participation in our vehicle day event and in particular, for sending us a shiny new truck. Adam did an excellent job of explaining the way a tow truck operates and all of its functions. He was a great representative of your company.

Thank you for partnering with us in this educational event.

Sincerely,

Chayim Dimont, M.S. Ed.  
Lower School Principal

Elaine Aiken  
Parent Volunteer



[Print] [Close]

From: Christina Maragh <maddbroward@gmail.com>  
To: emetow@bellsouth.net  
Subject: THANK YOU from MADD for supporting our Law Enforcement!  
Date: Monday, April 6, 2009 2:26:17 PM

Dear Mr. Jennings,

I just wanted to say a GREAT big THANKS from MADD Broward (Mother's Against Drunk Driving) for Emerald's contribution to purchase food and drinks to support our local enforcement at the DUI Checkpoint on Friday, April 3rd in Deerfield.

We so appreciate your support! Our law enforcement works so very hard to protect all of our families and by showing our support we let them know how much we appreciate their hard work and efforts.

Thank you and Best Regards!

Christina Maragh  
MADD Broward CAS Leader



UTILITIES AND ENGINEERING DEPARTMENT  
ENGINEERING DIVISION  
4800 WEST COPANS ROAD  
COCONUT CREEK, FLORIDA 33063



RAJ VERMA  
DEPARTMENT DIRECTOR

June 5, 2009

Mr. Jim Jennings  
Emerald Towing  
2300 Wiles Road  
Pompano Beach, FL 33073

RE: City of Coconut Creek's 14<sup>th</sup> Annual Golf Tournament

Dear Mr. Jennings:

Thank you for your "corporate sponsorship" at our recent Golf Tournament. After a shaky start, weather-wise, we had a great day of semi-serious golf, and camaraderie. Your generous support certainly added to our success.

We hope your team enjoyed themselves.

I have enclosed a copy of the brochure we handed out that day.

Sincerely,

JoAnne Lindholm  
Social Committee Golf Tournament Chair

/s/  
Enc.

# Critical Incident Response Team Certificate of Acceptance

is hereby granted to:  
Emerald Training, Inc.

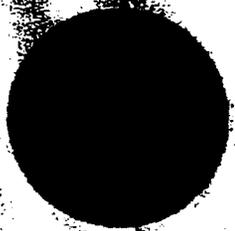
for dedication to and service

[C.I.R.T. TEAM]

Granted: [March 4, 2002]

*[Handwritten Signature]*

*[Handwritten Name]*  
Commander



August 5, 2010

CITY OF POMPANO BEACH, FLORIDAREQUEST FOR PROPOSALSH-52-10

The City of Pompano Beach ("City") invites qualified firms to submit proposals to provide vehicle towing and wrecker services within the corporate limits of the City of Pompano Beach for an initial term of five years, with the option of one renewal term for an additional five years.

The City will receive sealed proposals until 2:00 p.m. (local), August 27, 2010, in the City's Purchasing Office, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

**1. Scope Of Services**

The City of Pompano Beach, Florida desires to enter into a contract with a qualified firm to provide non-exclusive vehicle towing and wrecker service within the corporate limits of the City of Pompano Beach. The Contractor shall have exclusive rights to provide service for private vehicles ordered towed by City authorities, within the City of Pompano Beach, Florida and during the designated period, except as otherwise noted herein. The towing service, at a minimum will include towing for all City vehicles, to include the City's Police Department or the City's contracted law enforcement provider, if applicable, within the corporate limits of Pompano Beach. In addition, the towing service will have the exclusive right to tow police confiscated vehicles that are towed from the City of Pompano Beach. When requested, the towing service will have the exclusive right to tow from any City property to include any CRA property and Air Park property. The vendor agrees to provide to the City at no charge appropriate "Tow Away" signs.

Based on historical information, it is estimated that the Contractor will perform approximately 3,000 tows per year as a result of this contract. This estimate is for informational purposes only, and no warranty or guarantee is given or implied as to the amount of tows a firm may conduct a result of this contract.

The specifications contained herein are meant to indicate minimum standards and requirements necessary for proper services as required by the City of Pompano Beach.

Nothing in these specifications shall be interpreted to limit the responsibilities of the Contractor from carrying out additional measures required to meet the intent and quality level specified.

- 5) The vendor must conduct criminal history checks on all employees engaged in such towing for the City of Pompano Beach. Such criminal history checks must be available for review when requested by the City Manager or City's Police Department.

3. Required Equipment

- a. The vendor shall provide and maintain a minimum of sixteen (16) vehicles as follows:

- 1) Four (4) Class "A" Wreckers
- 2) Three (3) Class "B" Wreckers
- 3) Three (3) Class "C" Wreckers
- 4) One (1) Class D Wrecker

Note: Wreckers above shall have the capability of towing or carrying motorcycles; must have a boom capacity and winch minimum of four (4) tons; and, range capacity shall be up to 25 tons.

- 5) Five (5) Roll-Back or Slide-Back Carriers

Minimum required equipment on each wrecker is listed on Attachments D-G.

NOTE: The proposer (company) shall attach a list to their response of all equipment available to be used under this RFP. The list shall include at a minimum the following for each unit: Class, Unit # (if so identified); Model Year; Make and Type; Wrecker Capacity, and vehicle condition.

- b. Vehicle class is described and required by the Florida Highway Patrol.
- c. All vehicles shall be equipped to provide the service required in this type of work.
- d. Vehicles should be based in close proximity to the City of Pompano Beach to respond to the various requests of the City in the time prescribed for the various situations.
- e. The company must have a minimum of two (2) vehicles available to respond within ten (10) minutes to an emergency scene, and a response time of no more than thirty (30) minutes for non-emergency calls, on a twenty-four (24) hour basis to assist the City's Police or Fire Departments.
- f. The list of equipment submitted with the Proposal shall also include a description of all types of extraction equipment available to be used under this RFP to include the availability of low-pressure air bags or equivalent type of equipment for use in handling propane or flammable liquid tanker trucks, etc.

- g. The company shall equip all vehicles with equipment needed to "clean" a scene of an accident as prescribed by State statute.

4. Storage Facility

- a. It shall be the responsibility of the Contractor to maintain on office, answering service or other type facility to receive telephone communications 24 hours per day, seven days per week, for immediate dispatch to location(s) as directed. The Contractor will maintain telephone communications 24 hours a day to answer calls from the City's Police Department, and public.
- b. The home storage yard shall contain, at a minimum, the following:
1. The Contractor shall provide an outside storage area that holds a minimum of two hundred (200) vehicles, properly spaced to provide access and removal of vehicles. The outside storage area will have lighting to reveal persons/vehicles at a minimum of 150 feet. The storage facility must be protected by an alarm system or guard dog, with a solid wall or substantial wire fence not less than six (6) feet in height. The fence shall screen the enclosed area from public view, the storage area fully illuminated, and barriers shall be affixed to the top of the fence to discourage access over the top.
  2. The Contractor shall provide a minimum of six (6) enclosed, secured storage units, capable of storing a minimum of three (3) vehicles each inside as well as property of evidentiary value for law enforcement purposes only. The inside storage units will have lighting to reveal persons/vehicles at a minimum of 150 feet and will be weatherproof. The Contractor shall provide a minimum of one (1) storage unit with a hydraulic lift to permit inspection of underside of vehicles. The inside storage units shall have paved floors, i.e., concrete or asphalt, free of dirt, standing water or vegetation. The work area must be a minimum of 8' x 20' per vehicle with at least an 81" ceiling. Each inside storage unit must have an electrical and lighting source sufficient to allow for the processing of a vehicle.
  3. The Contractor does have the right to sub-contract with another storage facility to meet short-term demands due to an overflow of vehicles only. The sub-contracted yard must be approved by the City and must meet the requirements for a storage facility as indicated within this agreement. The storage compound shall be owned or leased by the Contractor. Such garage and storage facilities shall be capable of storing all vehicles towed by the company until these vehicles are lawfully reclaimed from the company or legally disposed of.

- c. The Contractor shall be responsible for all inventoried property at the moment the company's tow vehicle is attached to the "vehicle to be towed".
- d. Any area within the facility that is designated a police storage lot, will have the appropriate security fencing and will have working electronic surveillance system. The City's Police Department will conduct, at a minimum, annual CPTED (Crime Prevention through Environmental Design) security assessments. The Contractor will make every effort to complete any recommendation from the completed assessment.
- e. The Contractor shall be responsible for all vehicles and inventoried property therein while said vehicles are stored in the company storage facility and shall be prepared to release any vehicle between 7:00 a.m. to 7:00 p.m., Monday through Saturday. The Contractor further agrees to provide on-call personnel to release vehicles between 7:00 p.m. and 7:00 a.m. and on Sunday.
- f. The Contractor shall allow members of the City's Police Department to inspect its storage facility and the vehicles stored therein without previous notice.
- g. Owners of towed vehicles must be granted access to their vehicles in the storage compound during normal business hours. Access is limited to any lawful purpose including but not limited to inspection for insurance purposes. There shall be no charge attached to this access.
- h. The Contractor agrees to accept, at a minimum, the following forms of payment, at the storage compound and in the field (if necessary) from the public: Cash, at least one major credit card and any commercial business check or travelers check.

5. **Business Conflict of Interest**

- a. The Contractor shall not engage directly or indirectly or through any subsidiary or other entity in the following type ventures:
  - 1) Automobile repair
  - 2) Automobile paint and body repair
  - 3) Salvage, junkyard or auto-recycling
- b. The above does not preclude the Contractor from sub-contracting with a storage facility for temporary storage of derelict vehicles.

9. Fee to be Paid to the City

The successful proposer (Contractor) shall pay the City a fee of at least \$50,000.00 annually, payable in advance in equal monthly installments. Proposers are encouraged to submit fee proposals in excess of the \$50,000.00 minimum. Proposers must complete Attachment B indicating the annual fee offered to the City.

Monthly payments shall be payable on the first day of each calendar month until the termination of the contract. If the payment is delinquent by more than fifteen (15) days after the payment is due, an additional charge of one hundred (\$100) dollars per day will be due for each day's delay in payment, retroactive to and beginning with the due date of the payment. In the event that a delinquent payment and resulting penalties are due, any payments received will first be applied to the penalty amount, prior to being applied to the regular monthly payment due. In this respect, the \$100 penalty fee shall accrue until the monthly payment and all applicable penalties are paid in full.

10. Towing / Wrecker / Storage Charges to Public

A complete rate schedule must accompany this proposal (See Attachment A). The rates are those to be charged to the public and must be comprehensive and all-inclusive, containing rate charges for all types of towing, vehicle storage, additional equipment (dollies, etc.), and labor charges. Additional charges for trucks and unusual equipment shall be assessed only in accordance with a schedule of rates on file with the City's Police Department and approved by the City prior to posting.

The Contractor may not charge an additional fee ("franchise fee", etc.) directly to the consumer.

A copy of the rate schedule for services provided by the company under this RFP shall be posted for the length of the resulting contract in their home office, storage yard, etc. A copy should also be available in all units responding to calls from the City's Police Department. The City shall not be responsible for the collection of any charges from the public. Collection is the sole responsibility of the company.

These rates will be firm for the initial five (5) year period of the contract. Rates proposed are a factor in the Evaluation Criteria for this solicitation.

A request for tow rate adjustment by the Contractor must be made in writing to the City Manager ninety (90) days in advance of the contract renewal date. A request for an increased towing rate will also affect the fee paid to the City in an equal percentage increase.

When a vehicle is classified by the City's Police Department as "evidence" and a hold is placed on the vehicle, the provisions of section 323.001, Florida Statutes shall be applicable. However, having received consideration under the agreement with City, the selected contractor shall agree not to seek nor pursue collection of accrued towing and storage charges incurred pursuant to section 323.001(2)(b), Florida Statutes, from the City's Police Department per the statute, or from the City.

#### 11. Bonding Requirement

Before commencing operations under a contract based on this RFP, the successful proposer (Contractor) shall furnish the City of Pompano Beach a Performance Bond for the life of the contract in the amount of \$50,000.00, payable to the City of Pompano Beach should the company fail to perform as stipulated in this RFP and resulting agreement.

All bonds shall be in such form and executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

The Performance Bond shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida.

The Performance Bond must contain a provision for notification to the City sixty (60) days in advance of bond cancellation.

The successful proposer (company) shall furnish to the City the required bond within ten (10) days after notification of award of contract.

All Proposers must include in their Proposal a letter from the surety company that would issue the Performance Bond, verifying that the firm is eligible to obtain the bond required herein.

In lieu of a Bond, the City would accept a cash deposit of \$50,000 to be held during the contract term to ensure performance as stated above. If the Proposer anticipates providing the City with cash in lieu of a bond, they must provide satisfactory evidence to the City that the firm has such cash available for this use.

12. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and the City's contracted law enforcement provider, if applicable, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or the City's contracted law enforcement provider, if applicable, or any of their officers, agents or employees

13. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager. The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
  - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
  - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	LIMITS OF LIABILITY
<b>GENERAL LIABILITY</b>	<b>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</b>
XX comprehensive form	bodily injury and property damage combined
XX premises - operations	
— explosion & collapse hazard	
— underground hazard	
— operations hazard	
XX contractual insurance	
XX broad form property damage	
XX independent contractors	
XX personal injury	
<b>AUTOMOBILE LIABILITY</b>	<b>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</b>
XX comprehensive form	bodily injury (each person) and bodily injury (each accident)
XX owned	
XX hired	bodily injury and property damage combined
XX non-owned	
<b>EXCESS LIABILITY</b>	<b>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</b>
XX umbrella form	bodily injury and property damage combined
— other than umbrella	
XX Garage Liability	<b>MINIMUM \$1,000,000 OCCURRENCE/\$3,000,000 AGGREGATE</b>
XX Garage Keepers (hook & tow)	

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

**14. Retention of Records and Right to Access**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with recommendation for changes, additions, or deletions by the City's Internal Auditor. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years following contract expiration.

**15. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm because of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**16. No Discrimination**

There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

**17. Independent Contractor**

The selected firm shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers, unemployment compensation, or the like from City.

**18. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**19. Contract Terms**

The contract shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach, and the City's contracted law enforcement provider, if applicable, defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach, and the City's contracted law enforcement provider if applicable, for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

20. Waiver

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

21. Survivorship Rights

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

22. Termination

The contract may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

23. Manner of Performance

Proposer agrees to perform its duties and obligations under this contract in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations.

Proposer agrees that the services provided under this contract shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of contract.

**24. Submission/Format Requirements**

**Eligibility:** To be eligible to considered for this contract Proposers must meet the following minimum requirements:

- a. The firm shall have regularly engaged in the towing/wrecker/storage business for a minimum of five (5) years.
- b. The firm must clearly indicate the expertise and facilities to service the City of Pompano Beach as outlined in the RFP.

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contract for the Proposer.

**Information to be included in the proposal:** In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below, separated by tabs:

**Title page:**

Show the project name and number, the name of the proposers firm, address, telephone number, name of contact person, and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Transmittal:**

Briefly state the proposer's understanding of the project and express a positive commitment to provide the services within. State the name(s) of the person(s) who will be authorized to make representations for the proposer, their title(s), addresses, and telephone numbers. Please limit this section to two pages.

**Fees:**

The proposal response must include a schedule of fees to be charged the public for various services performed, and the proposal response must include the annual fee offered to the City. Submit completed forms Attachment A and Attachment B.

**Experience:**

Provide evidence that the firm has been regularly engaged in the towing/wrecker/storage business for a minimum of five (5) years; submit copies of current and past Business Tax Receipts (also known as Occupational Licenses).

A summary of proposer's experience for similar services provided on a daily basis and any governmental entities that are currently being served by the proposer (company).

**Signature Page:**

The Proposal Signature Page must be completed, signed, and returned.

**References:**

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference. Submit references for the past five years. References will be contacted.

**Litigation:**

Disclose any litigation within the past 5 years arising out your firm's performance.

**Equipment:**

The proposer (company) shall attach a list to their response of all equipment available to be used under this RFP. The list shall include at a minimum the following for each unit: Class, Unit # (if so identified); Model Year; Make and Type; Wrecker Capacity and vehicle condition. List any extraction equipment available for use under this contract.

If the proposer will lease additional equipment to service this contract, the Proposal must include a letter from Proposer's bank, etc., verifying they have access to funds to lease the equipment immediately upon commencement of the contract.

**Home Storage Yard/Office:**

Provide address of home storage yard and office. The proposer (company) shall provide proof that such home storage yard and office meets the requirements of the applicable City or County Zoning codes.

**Dispatch:**

Provide address of your dispatch location, if different from the home storage location.

**Return all RFP pages, initialed where indicated.**

**25. Questions and Communication**

All questions must be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received by 2:00 p.m. on August 20, 2010, at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the RFP document from the City.

**26. Addenda**

In the event it becomes necessary to revise, change, modify, or cancel this RFP, addenda will be issued to all known recipients of this solicitation.

**27. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**28. RFP Conditions and Provisions**

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

29. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Understanding of the Project	0-10
	<ul style="list-style-type: none"> <li>• Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>• How well has the proposer identified pertinent issues and potential problems related to the project?</li> <li>• Has the proposer demonstrated that it understands what the city expects the vendor to provide?</li> </ul>	
2.	Equipment/Facilities	0-20
	<ul style="list-style-type: none"> <li>• Has the proposer adequately described the size of the storage facilities, equipment, and reporting capability to be used?</li> <li>• Has the proposer provided adequate information detailing the location of the home storage yard and office and conformance to applicable zoning codes?</li> </ul>	
3.	Experience and Qualifications	0-50
	<ul style="list-style-type: none"> <li>• Does the firm have experience on similar type contracts?</li> <li>• Length of time in business?</li> <li>• Type and number of vehicles available and the adequacies of these units?</li> <li>• Are references complete and do they demonstrate experience that would indicate the ability to perform this type of contract for the City?</li> </ul>	
4.	Schedule of Fees (Charges to Public and Annual Payment to City)	0-20
	<ul style="list-style-type: none"> <li>• Attachments A and B</li> </ul>	

The Committee has the option to use the above criteria for the initial ranking to short-list proposers and to use an ordinal ranking system to score short-listed proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs because of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

30. Standard Provisions

a. Governing Law

Interested vendors will agree that the laws of the State of Florida shall govern agreements, and the venue for any legal action will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Contact Information

For additional information regarding this solicitation, please contact Ms. Leeta Hardin, General Services Director, at (954) 786-4098.

ATTACHMENT C



**BROWARD SHERIFF'S OFFICE  
VEHICLE HOLD AND STORAGE RECEIPT**

OTHER AGENCY CASE #			Is this storage receipt taking the place of an event report? <input type="checkbox"/> Yes <input type="checkbox"/> No					BSO CASE #			
Year	Make	Model	Body Style	Color	License Tag	Year	State	Number	Validation Sticker		
Location Towed From:			Wrecker Operator-Name, Address, & Phone Number				Location Held; (if different from Wrecker Operator)				
Vehicle Identification Number (VIN)				Motorcycle Motor Number				Mileage			
Date and Time Towed			Reason Impounded				Operator's Name and Address				
Hold For:				Unusual Characteristic (If Any)							
<input type="checkbox"/> Proof of Ownership				Registered Owner's Name and Address							
<input type="checkbox"/> Civil Division											
<input type="checkbox"/> Crime Scene Unit											
<input type="checkbox"/> Detective Bureau Section											
<input type="checkbox"/> Confiscation/Forfeiture Unit											
<input type="checkbox"/> Other (Identify)				How was Register Owner's Data Obtained							
Name of individual from unit listed above who authorized a hold be placed on the vehicle:											
Joint Property Inventory Taken by Deputy and Tow Truck Driver (Check Appropriate Items)											
Radio:			Wheel:		Spare Tire:			Mirrors:		Hubcaps:	
Miscellaneous Property in Vehicle (Tools, Clothes, Etc.)											
Standard Parts Missing from Vehicle (Wheels, Lights, Etc.)											
Damage to Vehicle (Dented Fender, Broken Windows, Etc.)											
Supplemental information (if any)											
Tow Log/Teletype/Release Information											
Vehicle Hold Released: <input type="checkbox"/> Yes <input type="checkbox"/> No				Released to: <input type="checkbox"/> Tow Operator, <input type="checkbox"/> Owner <input type="checkbox"/> Third Party							
Tow Log Operator's Name				Tag Reported Stolen? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk				VIN Reported Stolen? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk			
Time Entered into Tow Log:				FCIC Available? <input type="checkbox"/> Yes <input type="checkbox"/> No				NCIC Available? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Signature of Tow Truck Driver:				Deputy Sheriff/CCN:							
Signature of Owner/Third Party if released at Scene:				District/Division/Unit:							
If release was to other than owner, was owner contacted? <input type="checkbox"/> Yes (Date/Time of Contact): <input type="checkbox"/> No (Date/time of attempted contacts):											
GENERAL INSTRUCTIONS TO GARAGES OF IMPOUNDMENT AND VEHICLE OWNERS											
1) Vehicles shall not be released without prior written approval from the Sheriff's employee placing the hold on such vehicle. Authority for release may be obtained twenty-four (24) hours a day; 2) Vehicles registration and title, or copy of title MUST be presented as proof of ownership at the time owner applies for release of vehicle.											

BSO RP#53 (Revised 06/09)

**ATTACHMENT D**

<b>CLASS A – Per Wrecker</b>
▪ Wrecker commercially manufactured
▪ Minimum manufacture's rated capacity-truck chassis – 10,000 GVW
▪ 4 Ton minimum capacity Winch
▪ Dual rear wheels
▪ Minimum 100 ft. 3/8 inch cable
▪ Cradle or tow plate or tow sling with safety chains
▪ Dollies
▪ Snatch block (each winch)
▪ Extra towing chain – 6 to 8 feet with hooks
▪ Amber emergency lights (rotating and/or strobe/LED)
▪ Clearance and marker lights
▪ Floodlights on hoist
▪ Two-way radio or mobile phone
▪ Crowbar or pry bar (minimum length – 30 inches) each
▪ Bolt Cutters (minimum 1/2" opening)
▪ 1 Set of jumper cables
▪ Flashlight
▪ Minimum of 5 – 30 minute safety flares
▪ Minimum of 3 – safety cones or triangle reflectors
▪ 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
▪ 4-way lug nut wrench
▪ Red Reflectors (1 set)
▪ Heavy duty push broom
▪ 50 lbs. of sand or equivalent
▪ Professionally painted lettering on both sides of the wrecker
▪ Square shovel
▪ Axe
▪ All other equipment required by law

ATTACHMENT E

<b>CLASS B – Per Wrecker</b>
▪ Wrecker commercially manufactured
▪ Minimum manufacture's rated capacity-truck chassis – 20,000 GVW
▪ 10 Ton minimum capacity Winch
▪ Dual rear wheels
▪ Minimum 100 ft. 1/2 inch cable
▪ Cradle or tow plate or tow sling with safety chains
▪ One set of scotch blocks or hydraulic rear extendable blocks
▪ Snatch block (each winch)
▪ Extra towing chain – 6 to 8 feet with hooks
▪ Amber emergency lights (rotating and/or strobe/LED)
▪ Clearance and marker lights
▪ Floodlights on hoist
▪ Two-way radio or mobile phone
▪ Crowbar or pry bar (minimum length -- 30 inches) 1 each
▪ Bolt Cutters (minimum 1/2" opening)
▪ 1 Set of jumper cables
▪ Flashlight
▪ Minimum of 5 – 30 minute safety flares
▪ Minimum of 3 – safety cones or triangle reflectors
▪ 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
▪ 4-way lug nut wrench
▪ Red Reflectors (1 set)
▪ Heavy duty push broom
▪ 50 lbs. of sand or equivalent
▪ Professionally painted lettering on both sides of the wrecker
▪ Square shovel
▪ Axe
▪ All other equipment required by law

ATTACHMENT F

<b>CLASS C – Per Wrecker</b>
▪ Wrecker commercially manufactured
▪ Minimum manufacture's rated capacity-truck chassis – 30,000 GVW Tandem axle trucks – 50,000 lbs GVW
▪ Twin Winches – minimum combined capacity of 25 tons
▪ Dual rear wheels
▪ Minimum 200 ft. 5/8 inch cable
▪ Cradle or tow plate or tow sling with safety chains
▪ One set of scotch blocks or hydraulic rear extendable blocks
▪ Snatch block (each winch)
▪ Extra towing chain – 6 to 8 feet with hooks
▪ Amber emergency lights (rotating and/or strobe/LED)
▪ Clearance and marker lights
▪ Floodlights on hoist
▪ Two-way radio or mobile phone
▪ Crowbar or pry bar (minimum length – 30 inches) 1 each
▪ Bolt Cutters (minimum ½" opening)
▪ 1 Set of jumper cables
▪ Flashlight
▪ Minimum of 5 – 30 minute safety flares
▪ Minimum of 3 – safety cones or triangle reflectors
▪ 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
▪ 4-way lug nut wrench
▪ Red Reflectors (1 set)
▪ Heavy duty push broom
▪ 50 lbs. of sand or equivalent
▪ Professionally painted lettering on both sides of the wrecker
▪ Square shovel
▪ Axe
▪ All other equipment required by law

ATTACHMENT G

<b>Per Roll-Back or Slide-Back Carrier Wrecker</b>
▪ Wrecker commercially manufactured
▪ Minimum manufacture's rated capacity-truck chassis -- 10,000 GVW
▪ 4 Ton minimum capacity Winch
▪ Dual rear wheels
▪ Minimum 50 ft. 3/8 inch cable
▪ Minimum of 2 safety chains (10 feet each)
▪ Snatch block
▪ Extra towing chain – 6 to 8 feet with hooks
▪ Amber emergency lights (rotating and/or strobe/LED)
▪ Clearance and marker lights
▪ Two spotlights mounted on rear
▪ Two-way radio or mobile phone
▪ Crowbar or pry bar (minimum length – 30 inches) each
▪ Bolt Cutters (minimum ½" opening)
▪ 1 Set of jumper cables
▪ Flashlight
▪ Minimum of 5 – 30 minute safety flares
▪ Minimum of 3 – safety cones or triangle reflectors
▪ 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
▪ 4-way lug nut wrench
▪ Red Reflectors (1 set)
▪ Heavy duty push broom
▪ 50 lbs. of sand or equivalent
▪ Professionally painted lettering on both sides of the wrecker
▪ Square shovel
▪ Axe

Map depicting approximate five-mile radius around center of Pompano Beach.

