



Completed-November 30, 2022

## WESTWAY TOWING, INC.

### COMPANY HEADQUARTERS

3681 WEST OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33311

### HALLANDALE BEACH FACILITY

2340 S STATE ROAD 7  
MIRAMAR, FL 33023  
954-731-1115

**“The Best is the Least We Can Do...”**

CONTACT PERSON: BRETT HOLCOMBE & DARREN WELLS

RFP# FY2022-2023-001

CITYWIDE VEHICLE TOWING SERVICES

DUE DATE: DECEMBER 5, 2022 11:00AM

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# WESTWAY TOWING



"THE RIGHT AND ONLY WAY"

**TAB 1**

**LETTER OF TRANSMITTAL**



11/30/2022

City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, Florida 33009

My name is Brett Holcombe, and I am the President of WestWay Towing Inc. WestWay Towing is one of the largest and most technologically advanced Towing and Storage Operations in South Florida. WestWay Towing has provided Towing and Storage Services for the following Cities above and beyond the required bid specifications. WestWay Towing has provided Towing Services in Broward and Palm Beach Counties for over twenty-eight years. We have serviced the Cities of Tamarac, North Lauderdale, Sunrise, Lauderdale Lakes, Weston, Fort Lauderdale, Lauderhill, Wilton Manors, Miccosukee, Boca Raton, Hillsboro Mile, Delray Beach, BSO, PBSO, as well as all their special units. I- 95, I- 75, and I-595 are also being serviced by WestWay Towing through the Florida Highway Patrol. WestWay Towing is also a Florida DOT District 4 Risc Provider for I-95, 595, I-75, which requires the most severe amount of emergency equipment and response time specifications.

We have never had to pay any fines for being late, or for not performing per the bid specifications with any of these City contracts. WestWay Towing has never lost a city contract that we have serviced through numerous bid processes over the past twenty-eight years. We feel this is the only way to handle City Police Emergency Towing, and its residents. Our incredible performance is second to none, especially for a Towing company.

WestWay Towing is uniquely qualified to effectively accommodate the needs of the City of Hallandale Beach Towing and Storage RFP. We distinguish ourselves by recognizing the importance of customer courtesy, and customer satisfaction. This is reflected in our Past Performance, our Mission Statement, and the special features that only WestWay Towing provides.

**\*\*\*\*\* MISSION STATEMENT \*\*\*\*\***

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WestWay Towing is Committed and Dedicated to providing its service in a Professional, Efficient, Caring, and Courteous manner to drivers and passengers whose vehicles have become inoperable.

As described in our Mission Statement customer service is the basis of our success. I make myself available to handle any issues that might arise with our customers. The customer is always right, even when they are wrong. We serviced approximately 50,000 tows this year. To help us keep up with the highest level of service for our customers WestWay Towing has a customer survey that is performed by an independent survey company (White Rail), and results are sent directly to my cell phone.

WestWay Towing has never had to use subcontractors to help us meet any specifications of a Police towing RFP. We always have enough help because of our rotating scheduling system. WestWay Towing has the required towing equipment necessary to handle any emergency incident 24 hours, seven days a week. We have used subcontracting for sand or dumpsters for cleanup purposes only.

Over the past 26 years WestWay Towing has performed well over 500,000 requests for towing and emergency services. I personally do not recall one time I had to come meet with the contract administrator for any type of poor performance of the RFP specifications. Not one.

WestWay Towing has recently leased our new location at 2340 S State Rd. 7, Miramar Florida 33023. This site will be surrounded by a six-foot fence topped with Barb wire with security cameras providing views of the entire location. There are large lights on the FPL poles that will be turned on to provide proper lighting. We are a Police towing contractor that knows how important HOLD cars are and will have indoor storage for inclement weather, as well as indoor storage for vehicles being held for investigative purposes. We will have an office available for your traffic homicide investigators, as well as an inspection lift so they can handle their reports thoroughly. This site will have room for 40 cars inside, and 200 outside.

WestWay Towing has 57 wreckers and flatbeds as well as a 75-ton, a 60-ton, and a 50-ton Rotator, Landoll Trailers, Lowboy Trailers, and all the necessary equipment needed to clean up and emergency incident. We have Bob Cats, a loader, and dumpsters available 24 hours a day, seven days a week. We also have our own dive team to assist with underwater recoveries.

WestWay Towing will tow the city vehicles at no charge within the tri-county area. WestWay Towing at this time is servicing the City of Pembroke Pines, the City of Weston, City of Miramar starting on (December 25, 2022), and I-75 so our vehicles will always be local around Hallandale Beach. Our Miramar Facility is located 2.5 miles Hallandale Beach City Limits.

For all these reasons above, WestWay Towing feels our approach to the City of Hallandale Beach for "Citywide Vehicle Towing Services" will without a doubt allow us to perform above and beyond any and all requirements necessary to fulfill the towing, storage, and recovery needs.

The following persons are authorized to make representations for the proposer.

Brett Holcombe, President  
12940 SW 10<sup>th</sup> Court, Davie, Florida 33325  
954-648-4858

Darren Wells, Vice President  
500 N Andrews Ave Suite 414, Fort Lauderdale, Florida 33301  
561-729-9869

WestWay Towing appreciates your consideration for allowing us to submit the above information.

Please note if your existing towing contractor enforces the payment of all hold vehicles, WestWay Towing will pay the invoices and collect the charges when the vehicles are picked up from our location.

Thank you for your valuable time.



Brett Holcombe,  
President, Official Signature

# WESTWAY TOWING



**"THE RIGHT AND ONLY WAY"**

## **TAB 3**

**MINIMUM QUALIFICATION REQUIREMENTS (MQR #1-5)**



## **LEASE AGREEMENT**

This Lease Agreement (this "Lease") is made as of December 1, 2022, between **KOLO 3, LLC**, a Florida limited liability company, having an office at 2875 NE 191 ST, #601, AVENTURA, FL 33180 ("Landlord"), and **WESTWAY TOWING, INC.**, a Florida corporation, having an office at 2340 STATE ROAD 7, MIRAMAR, FL 33023 ("Tenant").

### **RECITALS**

- A. Landlord is the owner in fee simple of the Premises.
- B. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord, in accordance with the terms and conditions of this Lease.

### **TERMS**

The parties agree as follows:

#### **1. RECITALS, DEFINITIONS.**

1.1 **Recitals.** The foregoing recitals are true and are made a part of this Lease.

1.2 **Definitions.** Unless the context requires otherwise, the following capitalized terms used in this Lease shall have the respective meanings set forth below.

1.2.1 **"Additional Rent"**: Such sums, charges, and expenses as are due under this Lease from Tenant to Landlord in addition to the Base Rent.

1.2.2 **INTENTIONALLY DELETED**

1.2.3 **INTENTIONALLY DELETED**

1.2.4 **"Base Rent"**: The basic monthly rent which is due under this Lease from Tenant to Landlord.

1.2.5 **"Commencement Date"**: The date Landlord delivers the Premises to Tenant. Landlord estimates that the Commencement Date shall be on or about **December 1, 2022**.

1.2.6 **"Event of Default by Tenant"**: Any event constituting an "Event of Default by Tenant" under Section 15.

1.2.7 **"Expiration Date"**: **November 30, 2025**

1.2.8 **"Fee Mortgage"**: Any mortgage, deed of trust, or similar instrument which at any time encumbers Landlord's interest in this Lease and/or in the Premises.

1.2.9 **"Hazardous Materials"**: Any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as

defined under any Legal Requirements, including, without limitation, the following statutes and the regulations promulgated under their authority: (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.); (b) the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.); and (c) the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 et seq.).

**1.2.10 INTENTIONALLY DELETED**

1.2.11 "**Insurance**": Such insurance policy or policies as are required to be obtained and maintained by Tenant under this Lease.

1.2.12 "**Landlord**": KOLO 3, LLC, and its successors and assigns.

1.2.13 "**Lease**": This Lease Agreement.

1.2.14 "**Lease Years**": The period of twelve months commencing on the Commencement Date, and each successive period of twelve months during the Term.

1.2.15 "**Leasehold Mortgage**": Any mortgage, deed of trust, or similar instrument which at any time encumbers Tenant's interest in this Lease and/or in the Premises.

1.2.16 "**Legal Authority**": Any Association and any domestic or foreign federal, state, county, municipal, or other government, governmental department, commission, board, bureau, court, agency, or instrumentality having jurisdiction or authority over Landlord, Tenant, and/or all or any part of the Premises.

1.2.17 "**Legal Requirement**": Any law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, registration, or other direction or requirement of any Legal Authority, which is now or in the future applicable to the Premises, including those not within the present contemplation of the parties. The term "Legal Requirement" shall include, without limitation, the terms, provisions, and requirements of any Association Documents.

1.2.18 "**Notice**": A notice delivered in compliance with Section 24.6.

1.2.19 "**Place of Payment**": The address to which all payments of Rent and any other payments due from Tenant to Landlord under this Lease shall be delivered, which address shall be the address for giving Notices to Landlord, or such other address as Landlord may designate from time to time by giving Notice to Tenant.

**ALL RENT SHALL BE PAID VIA ELECTRONIC TRANSFER AS FOLLOWS:**

<b>BANK NAME:</b>	<b>JP MORGAN CHASE BANK</b>
<b>ACCOUNT NAME:</b>	<b>JLK MGT LLC</b>
<b>ACCOUNT #</b>	<b><u>826791126</u></b>
<b>ABA/ROUTING#</b>	<b><u>267084131</u></b>

1.2.20 "**Premises**": The real property located at **2340 STATE ROAD 7, MIRAMAR, FL 33023**, as depicted in *Exhibit A*, together with any and all improvements upon such real property.

1.2.21 "**Rent**": Payments, in legal currency of the United States of America, by Tenant to Landlord of the Base Rent and the Additional Rent in accordance with the terms and conditions of this Lease.

1.2.22 "**Restoration Work**": Any work of demolition, restoration, repair, replacement, or rebuilding with respect to the Premises required to be performed as a result of condemnation by any Legal Authority or fire or other casualty during the Term.

1.2.23 "**Tenant**": WESTWAY TOWING, INC., a Florida corporation, and its permitted successors and assigns.

1.2.24 "**Term**": The term of this Lease.

1.2.25 "**Unavoidable Delay**": With respect to any party, any unavoidable delay which is caused by any of the following events, provided that the occurrence of such event is entirely beyond such party's control: (a) an act of God; (b) an act of war or other military act initiated by a sovereign government; (c) a shortage of supplies or materials resulting from an embargo, rationing order, or similar action or order by a sovereign government; (d) a strike, lockout, or other substantial labor dispute; (e) a riot or other substantial civil disturbance; or (f) a fire, explosion, or similar casualty or disaster.

1.2.26 "**Use**": The use of the Premises solely for auto towing, service, repair, salvage and storage, and no other purpose whatsoever.

## 2. **GRANT.**

2.1 **Lease of Premises.** Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, subject to the terms and conditions of this Lease.

2.2 **"As Is" Condition.** Tenant accepts the Premises in "as is" condition, and acknowledges that Landlord makes no representation or warranty, express or implied in fact or by law, as to the condition of the Premises or of title to the Premises.

## 3. **TERM, USE, QUIET ENJOYMENT.**

3.1 **Term.** The Term shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated pursuant to the terms and conditions of this Lease or extended in accordance with Paragraph 23 of this Lease.

3.2 **Use.** At all times during the Term, Tenant shall use the Premises for the Use and for no other use or purpose.

3.3 **Covenant of Quiet Enjoyment.** Landlord covenants that, except as otherwise provided in this Lease, Tenant's quiet enjoyment of the Premises at all times during the Term shall not be disturbed by any act of Landlord, or of anyone acting by, through, or under Landlord, so long as (a) no Event of Default by Tenant shall have occurred, and (b) Tenant shall have fully performed all of the terms and conditions of this Lease.

## 4. **LEGAL REQUIREMENTS.**

4.1 **Legal Requirements.** At all times during the Term, Tenant shall, at Tenant's own cost and expense, fully perform and comply with all Legal Requirements, whether or not they shall necessitate ordinary or extraordinary structural changes, improvements, replacements, or repairs to the Premises, or cause any interference with the Use.

4.2 **Danger or Nuisance.** At all times during the Term, Tenant shall not do, permit, or suffer to be done any act, or cause, permit, or suffer to exist any condition, upon the Premises, which may (a) be dangerous, unless safeguarded as provided for by Legal Requirements; (b) constitute a public or private nuisance, or (c) make any Insurance void or voidable or cause any increase in Insurance premiums.

4.3 **Hazardous Materials.** Tenant shall:

4.3.1 neither cause nor permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process Hazardous Materials, except in compliance with all Legal Requirements;

4.3.2 neither cause nor permit a release of Hazardous Materials onto the Premises or any other property as a result of any intentional or unintentional act or omission on the part of Tenant;

4.3.3 comply with all applicable Legal Requirements related to Hazardous Materials;

4.3.4 conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions on, from, or affecting the Premises in accordance with such applicable Legal Requirements and to the satisfaction of Landlord;

4.3.5 upon the expiration or termination of this Lease, deliver the Premises to Landlord free of all Hazardous Materials; and

4.3.6 defend, indemnify, and hold harmless Landlord and Landlord's employees and other agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of any kind or nature, known or unknown, contingent or otherwise (including, without limitation, accountants' and attorneys' fees, (including fees for the services of paralegals and similar persons), consultant fees, investigation and laboratory fees, court costs, and litigation expenses at the trial and all appellate levels), arising out of, or in any way related to (a) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury, including wrongful death, or damage to property, real or personal, arising out of or related to such Hazardous Materials; (c) any lawsuit brought, threatened, or settled by Legal Authorities or other parties, or order by Legal Authorities, related to such Hazardous Materials; and/or (d) any violation of Legal Requirements related in any way to such Hazardous Materials.

The provisions of this Section 4.3 shall survive the expiration or termination of this Lease.

## 5. **OPERATION, REPAIRS, ALTERATIONS.**

5.1 **Operation and Maintenance.** At all times during the Term, Tenant shall, at Tenant's own cost and expense, continuously operate and maintain the Premises for the Use in such manner,

condition, and repair as (a) shall be required by all Legal Requirements and Insurance; and (b) may be required by Landlord in Landlord's reasonable discretion. Tenant shall make all such repairs as are required under this Section regardless of whether such repairs shall be interior or exterior, ordinary or extraordinary, or structural or aesthetic, and regardless of whether such repairs are within the present contemplation of Tenant or Landlord. **NOTWITHSTANDING THE FOREGOING, THE LANDLORD SHALL BE RESPONSIBLE FOR REPAIR OR REPLACEMENT OF THE ROOF AND BUILDING STRUCTURE OTHER THAN LEAKS FOR THE METAL BUILDINGS ON THE PROPERTY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE TENANT. LANDLORD SHALL BE RESPONSIBLE FOR STRUCTURE AND ROOF DAMAGE CAUSED BY A HURRICANE/WINDSTORM**

5.2 **Alterations.** "Alterations" shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature. Other than Cosmetic Alterations (as defined below), no Alterations shall be made to the Premises without Landlord's written approval, which may be withheld in Landlord's sole discretion. Any Alterations by Tenant shall be performed at the sole cost of Tenant, by contractors and workers approved by Landlord (which approval shall not be unreasonably withheld), in a good and workmanlike manner, lien free, and in accordance with all applicable Legal Requirements. In connection with Landlord approving or rejecting any proposed Alterations, Landlord shall charge Tenant for Landlord's actual and verifiable out of pocket fees and costs incurred in connection with Landlord's review and approval of such proposed Alterations. All Alterations shall become a part of the Premises and shall be Landlord's property from and after the installation thereof and may not be removed or changed without Landlord's reasonable consent and any approved Alterations shall not be required to be removed. "Cosmetic Alterations" are minor interior alterations (i.e., paint, carpet) that will have no impact on base building systems, structure or electrical or mechanical systems within the Premises and are completed at a cost of less than twenty-five thousand dollars (\$25,000.00) in the aggregate annually.

5.3 **Placement of Signs.** At no time during the Term shall Tenant place and/or install, or cause to be placed and/or installed, any sign upon any part of the Premises, unless (a) Tenant shall have obtained Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion, (b) the sign and its placement and/or installation are in full compliance at all times with all Legal Requirements, and (c) Tenant shall bear all costs and expenses related to the sign and its placement and/or installation.

5.4 **Removal of Signs.** Any sign upon the Premises which Tenant has placed and/or installed, or caused to be placed and/or installed, shall be immediately removed at Tenant's expense if such sign (a) has not been placed and/or installed upon the Premises in the manner required by Section 5.3, or (b) fails at any time during the Term to be in compliance with any Legal Requirements. Unless Landlord otherwise directs Tenant, Tenant shall, in any event, remove any such sign at Tenant's expense upon the expiration or termination of this Lease. If Tenant shall fail to remove any sign in the manner required by this Section, Landlord may give Notice to Tenant of such failure. If such failure shall continue for five days after such Notice, then Landlord, in addition to any other rights and remedies which are available to Landlord, shall have the right, but not the obligation, to remove such sign at Tenant's expense and to give Notice to Tenant setting forth the costs of such removal. Upon receiving such Notice, Tenant shall immediately pay to Landlord, as Additional Rent, full reimbursement for all such costs. The provisions of this Section shall survive the expiration or termination of this Lease.

## 6. **RENT.**

6.1 **Rent Payments.** Tenant shall pay the Rent to Landlord, when due, without notice or demand, at the Place of Payment, as follows:



6.1.1 The Base Rent shall be **\$32,500.00** per month for the first Lease Year, payable in advance on or before the first day of each month during the Term; provided that the annual Base Rent during each Lease Year of the Term shall increase by **three percent (3%)** above the annual Base Rent for the immediately preceding Lease Year.

6.1.2 on the Effective Date, Tenant shall pay to Landlord the first months' Base Rent plus any partial month, plus all applicable sales tax (to wit: **\$34,612.50**).

6.1.3 INTENTIONALLY DELETED

6.1.4 any Additional Rent shall be due at the time provided for by this Lease for payment of such Additional Rent, but in no event later than the first day of the month after the month in which such Additional Rent shall accrue.

6.2 **Sales Tax.** Together with each Rent payment, Tenant shall pay to Landlord at the Place of Payment a sum equal to any applicable sales tax, tax on rents, and any other charges, taxes, and/or impositions now in existence or subsequently imposed based upon the privilege of renting the Premises or upon the amount of rent collected. Tenant's liability for such taxes and/or impositions shall be payable whether assessed at the time the Rent payment is made or retroactively, and shall survive the termination or expiration of this Lease.

6.3 **Late Charge.** If a Rent payment is not received within five days after its due date, a late charge equal to five percent (5%) of the amount of the Rent payment shall become immediately due and payable from Tenant to Landlord, without notice or demand, at the Place of Payment. This provision for a late charge is not, and shall not be deemed, a grace period. Such late charge is not a penalty, but liquidated damages to defray administrative, collection, and related expenses due to Tenant's failure to make such Rent payment when due.

6.4 **Security Deposit.** Simultaneously with the execution hereof Tenant has deposited with Landlord a security deposit of **\$65,000.00** as security for the faithful performance and observance by Tenant of the terms and conditions of this Lease.

6.4.1 In the event that Tenant defaults in the performance and observance of any of the terms and conditions of this Lease, including the payment of any rent, Landlord may use, apply, or retain all or any part of the security deposit to the extent required for the payment of any rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default, including any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the case of every such use, application, or retention of any such sum, Tenant, shall, on demand, pay to Landlord the sum so used, applied, or retained. Such sum shall be added to the security deposit so that the security deposit shall be restored to its original amount.

6.4.2 In the event that Tenant shall fully and faithfully comply with all of the terms and conditions of this Lease, the security deposit shall be returned to Tenant after the expiration of the Term and delivery of exclusive possession of the Premises to Landlord.

6.4.3 Landlord shall not be obligated to pay Tenant any interest on the security deposit.

6.4.4 In the event that Landlord transfers or assigns Landlord's interest under this Lease, Landlord shall have the right to transfer the security deposit to the transferee or assignee. Upon such transfer, Landlord shall be released by Tenant from all liability for the return of the security deposit, and Tenant shall look solely to the new landlord for the return of the security deposit. This provision shall apply to every transfer or assignment of the security deposit to a new landlord.

6.4.5 Tenant shall not transfer, assign, or encumber, or attempt to transfer, assign, or encumber the moneys deposited as security. Landlord shall not be bound by any such actual or attempted transfer, assignment, or encumbrance.

7. **NET LEASE, NO OFFSET.**

7.1 **Net Lease.** Landlord and Tenant intend and agree that this Lease shall be a net lease. Tenant shall be responsible for payment of all costs and expenses related to the maintenance and operation of, and all other matters with respect to, the Premises. Landlord shall not be required to provide or pay for any services or do any act or thing with respect to the Premises, unless otherwise specifically provided for in this Lease.

7.2 **No Offset.** Tenant acknowledges that the Rent payments shall be made by Tenant to Landlord without any claim on the part of Tenant for diminution, setoff, or abatement. Nothing shall suspend, abate, or reduce any Rent, unless otherwise specifically provided for in this Lease.

8. **IMPOSITIONS, UTILITIES.**

8.1 **Impositions.** INTENTIONALLY DELETED

8.2 **Payment by Landlord.** INTENTIONALLY DELETED

8.3 **Evidence of Imposition.** INTENTIONALLY DELETED

8.4 **Utilities.** Tenant shall, at Tenant's own cost and expense, arrange for and obtain all such utility services as are necessary for the Use, including those for drainage, water, sewer, electricity, power, gas, heating, lighting, telephones, cable television, and other electronic communications. Tenant shall pay when due all fees and charges in connection with the providing of such services without any offset against the Rent.

8.5 **Assignment upon Default.** From and after the occurrence of an Event of Default by Tenant under this Lease, or the occurrence of any other event which would give Landlord the right to terminate this Lease, all right, title, and interest of Tenant in and to all refunds or rebates of Impositions and/or utility fees and charges, whether paid or to be paid, are assigned to Landlord. This provision shall be self-operating, and no further documentation shall be necessary now or in the future to evidence or to confirm such assignment.

9. **INSURANCE.**

9.1 **Required Insurance.** Tenant shall, at Tenant's own cost and expense, obtain and maintain at all times during the Term the following types of Insurance:

9.1.1 commercial general liability insurance, including, without limitation, boiler risks, protecting against any and all liability occasioned by negligence, occurrence, accident, or

disaster in or about the Premises, with such insurable limits as Landlord may from time to time require with respect to any one occurrence, accident, disaster, or incident of negligence, with respect to injuries to any one person, and with respect to damage to property. In no event shall such limits be less \$1,000,000 each occurrence for bodily injury and property damage, \$1,000,000 for products/completed operations included in the general aggregate, \$1,000,000 for personal injury, and to have general aggregate limits of not less than \$3,000,000 (per location).

9.1.2 hazard insurance, protecting with extended coverage and broad form coverage against loss or damage to the Premises by fire, lightning, windstorm, hail, flood, explosion, hurricane, riot, civil commotion, vehicles, aircraft, smoke, war damage (when available), falling objects, collapse, sudden tearing asunder, breakage of glass, freezing, electricity, sprinkler damage, water damage, earthquake, vandalism, malicious mischief, and such other insurable risks, casualties, and hazards as Landlord may from time to time specify, in an amount not less than the full replacement value of the Premises, without deduction for depreciation. Such full replacement value shall be determined, at Tenant's expense, at annual intervals, by one or more of the insurers, or by an architect, contractor, appraiser, or appraisal company selected by Tenant and acceptable to Landlord in Landlord's sole discretion. All proceeds from hazard insurance shall be applied, in accordance with the applicable restoration provisions of this Lease, to the cost of any Restoration Work with respect to the damage which occasioned the payment of such proceeds;

9.1.3 rent insurance, covering against loss of rental income, including loss of all or any part of any Rent, by reason of any damage to or destruction of all or any part of the Premises. Such insurance shall be in amounts satisfactory to Landlord, but in no event less than the amount of the Rent. Any rent insurance proceeds received by Landlord shall be applied by Landlord to Rent payments. Such application shall not relieve Tenant of Tenant's obligation to make Rent payments when due if rent insurance proceeds held by Landlord are insufficient to pay the Rent payments, or for any reason such rent insurance proceeds are not actually applied by Landlord to the payment of such amounts but are rather applied to other amounts due from Tenant to Landlord. If and when Tenant shall complete all Restoration Work occasioned by such damage or destruction, and shall not be then in default under this Lease, then any balance of rent insurance proceeds then held by Landlord shall be paid over to Tenant;

9.1.4 such worker's compensation insurance, employer's liability insurance, and other insurance as may be required from time to time by Legal Requirements;

9.1.5 motor vehicle/garage liability and collision insurance for all motor vehicles owned and/or operated by Tenant; and

9.1.6 such other insurance coverage required by any Legal Authority to permit Tenant to operate its business from the Premises consistent with the Use in accordance with Legal Requirements.

9.2 **Delivery.** All Insurance, together with receipts showing payment of the premiums, shall be delivered to, and left in the possession of, Landlord. All such initial Insurance shall be delivered to Landlord on or before the Commencement Date. All renewals of Insurance shall be delivered to Landlord no less than 30 days before the expiration date of the Insurance then in effect.

9.3 **Form and Substance.** All Insurance shall (a) be in such form and substance, in such amounts, and with such company or companies licensed to do business in the State of Florida as are satisfactory to Landlord; (b) name as insureds Landlord, Tenant, any holders of Fee Mortgages, and any Association to the extent required by Association Documents; (c) include a mortgagee clause in standard

form if there are any such holders of Fee Mortgages; (d) require notice of any cancellation or change to be sent to Landlord at least 30 days before such cancellation or change, or, if such 30-day notice period is generally unavailable, such lesser notice period as is generally available from time to time; and (e) provide that the loss, if any, shall be payable to Landlord. A copy of all endorsements showing that the Landlord and any such holders of Fee Mortgages (to wit: Floridian Community Bank) is an additional insured shall be delivered to Landlord by Tenant on or before Tenant's entry into the Premises for any reason whatsoever and thereafter Tenant shall deliver to Landlord endorsements thereto at least thirty (30) days prior to the expiration dates of expiring policies.

9.4 **Insurance Obtained by Landlord.** If, at any time or times during the Term, Tenant shall neglect or fail to obtain, deliver to Landlord, and maintain in full force and effect any Insurance, Landlord:

9.4.1 may effect such Insurance as the agent of Tenant by taking out a policy or policies issued by a company or companies satisfactory to Landlord. The amount of the premium or premiums paid for such Insurance by Landlord shall be immediately due from Tenant to Landlord as Additional Rent upon demand; and

9.4.2 shall not be limited, in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of such neglect or failure, to the amount of the premium or premiums not paid or incurred by Tenant which would have been payable upon such Insurance, but shall also be entitled to recover as damages for such breach, the uninsured amount of any loss, liability, damage, claim, cost, and expense of suit, judgment, and interest suffered or incurred by Landlord.

9.5 **Assignment upon Default.** From and after the occurrence of an Event of Default by Tenant, or the occurrence of any other event which would give Landlord the right to terminate this Lease, all right, title, and interest of Tenant in and to any Insurance, including any premium for and dividends upon such Insurance, are assigned to Landlord. This provision shall be self-operating, and no further documentation shall be necessary now or in the future to evidence or to confirm such assignment.

## 10. **INDEMNIFICATION.**

10.1 **Indemnification.** Tenant shall indemnify and save harmless Landlord and Landlord's employees, other agents, and contractors from and against any liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments arising out of (a) any injury or claim of injury during the Term to person or property of any nature, and any matter or thing, related to or connected with the Use and any other use, occupation, possession, management, operation, control, improvement, repair, maintenance, demolition, restoration, replacement, or rebuilding of all of any part of the Premises; (b) Tenant's failure to comply fully and promptly with all Legal Requirements; and/or (c) Tenant's failure to perform fully and promptly all of the terms and conditions of this Lease. Tenant, at Tenant's own cost and expense, shall (a) defend by counsel satisfactory to Landlord, any suits or actions that may be brought, and claims which may be made, against Landlord, or in which Landlord may be impleaded or named a third-party defendant, whether or not Landlord shall be liable, upon any such liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments, and (b) satisfy, pay, and discharge any judgments which may be recovered against Landlord in any such suits or actions, or any suits or actions which may be filed against all or any part of the Premises or any interest in the Premises.

10.2 **Payment by Landlord.** In the event of Tenant's failure to pay the sum or sums for which Tenant shall become liable under this Section, Landlord may pay such sum or sums, with all

interest and charges which may have accrued on such sum or sums. The amounts so paid by Landlord shall be immediately due from Tenant to Landlord as Additional Rent upon demand.

11. **CONSTRUCTION LIENS.**

11.1 **No Liens against Landlord's Interest.** Landlord's interest in the Premises shall not be subject to construction or other liens for improvements made by Tenant. No act or omission of Tenant shall give any person or entity the right to file a construction or other lien against such interest without Landlord's prior written consent. Landlord shall not be liable for any work performed or to be performed on, or for any materials furnished or to be furnished at, the Premises for Tenant or any subtenant, and no construction or other lien for such work or materials shall attach to the reversionary or other interest of Landlord in the Premises.

11.2 **Discharge.** If, in connection with any work being performed for Tenant or any subtenant, or in connection with any materials being furnished to Tenant or any subtenant, any construction or other lien or charge shall be filed or made against all or any part of the Premises, or if any such lien or charge shall be filed or made against Landlord's interest in the Premises, then Tenant, at Tenant's cost and expense, shall (a) within ten days after such lien or charge shall have been filed or made, cause such lien or charge to be cancelled and discharged of record by payment, filing of a bond, or otherwise; (b) defend any action, suit, or proceeding which may be brought for the enforcement of such lien or charge; (c) pay any damages, costs, and expenses, including attorneys' fees, suffered or incurred by Landlord in connection with such action, suit, or proceeding; and (d) satisfy and discharge any judgment entered in action, suit, or proceeding within ten days from the entering of such judgment by payment, filing of a bond, or otherwise.

11.3 **Payment by Landlord.** In the event of Tenant's failure to discharge any lien, charge, or judgment as required by this Section, Landlord may pay such items or discharge such liability by payment and/or bond. Such amounts as are so paid by Landlord, together with any incidental expenses, including attorneys' fees, shall be immediately due from Tenant to Landlord as Additional Rent upon demand.

11.4 **Notification to Contractors.** Tenant shall notify any contractor making any improvements upon the Premises of the provisions of this Section before such contractor commences to make such improvements, and shall otherwise comply in all respects with Section 713.10 of the Florida Statutes, as amended from time to time.

12. **CONDEMNATION.**

12.1 **Entire Condemnation.** If at any time during the Term all or substantially all of the Premises shall be taken in the exercise of the power of eminent domain by any Legal Authority (including purchase in lieu of condemnation), then this Lease shall terminate on the date of vesting of title in such Legal Authority and any prepaid Rent shall be apportioned as of such date. Substantially all of the Premises shall be deemed to have been taken if, in Landlord's reasonable judgment, the remaining portion of the Premises shall not be of sufficient size to permit the Use on an economically feasible basis, [or if the Association Documents prohibit the Restoration Work from commencing without approval of some or all of the members of the Association and such approval is not granted within six months of the vesting of title in the Legal Authority].

12.2 **Partial Condemnation.** If at any time during the Term less than all or substantially all of the Premises shall be taken in the exercise of the power of eminent domain by any Legal Authority (including purchase in lieu of condemnation), then, at Landlord's option, this Lease shall (a) be



terminated and of no further force and effect, or (b) continue in full force and effect. If this Lease shall continue in full force and effect, Tenant shall proceed with reasonable diligence at Tenant's own expense to carry out any Restoration Work so that the remaining part of the Premises shall constitute a complete structural unit which can be operated on an economically feasible basis.

12.3 **Awards.** Landlord shall be paid the awards, including interest, for any taking described in Sections 12.1 or 12.2. Tenant shall have the right to pursue Tenant's own separate award for loss of business and for loss of Tenant's leasehold interest, so long as Landlord's awards are not reduced in any way as a result of such actions by Tenant.

12.4 **Temporary Taking.** If the use of all or any part of the Premises shall be temporarily taken at any time during the Term in the exercise of the power of eminent domain by any Legal Authority, the Term shall not be reduced or affected in any way, and Tenant shall continue to pay in full and when due the Rent and other sums and charges required to be paid by Tenant to Landlord under this Lease. In such event, Landlord shall be paid the award for any such taking, and shall (a) pay to Tenant that portion of such award paid for the use and occupancy of the Premises prior to the expiration or other termination of the Term, less such amount as Landlord may elect to retain as a setoff for any unpaid Rent or other sum, fee, charge, cost, or expense payable by Tenant to Landlord under this Lease; (b) retain any portion of such award paid for the use and occupancy of the Premises following the expiration or other termination of this Lease; and (c) hold in trust that portion of such award which represents physical damage to the Premises occasioned by such taking, and use such portion to reimburse Tenant for Tenant's costs and expenses for any Restoration Work.

### 13. **RESTORATION AFTER CASUALTY OR CONDEMNATION.**

13.1 **Restoration Work.** Tenant shall complete all Restoration Work (OTHER THAN ROOF OR STRUCTURAL ITEMS WHICH ARE THE RESPONSIBILITY OF LANDLORD PURSUANT TO PARAGRAPH 5.1 HEREOF, WHICH SHALL BE THE LANDLORD'S OBLIGATION TO RESTORE) which becomes necessary at any time during the Term. Whenever Tenant shall be required under this Lease to carry out any Restoration Work, Landlord shall be entitled to receive any applicable Insurance proceeds and condemnation award in trust. Landlord may apply all or any portion of such proceeds to cure an Event of Default by Tenant, and shall otherwise disburse, in Landlord's reasonable discretion, such proceeds or awards to Tenant for reimbursement for the costs and expenses of such Restoration Work.

13.2 **Prior Approval.** With respect to any Restoration Work, Tenant shall (a) obtain Landlord's prior written approval of Tenant's construction plans, budget, and schedule; (b) provide Landlord with true and complete certified copies of all permits and authorizations from Legal Authorities necessary to complete such Restoration Work; (c) provide Landlord with evidence, satisfactory to Landlord, that Tenant has sufficient insurance coverages and funds earmarked to complete such Restoration Work; and (d) provide Landlord with evidence, satisfactory to Landlord, of payment and performance bonds.

13.3 **Tenant's Completion of Restoration Work.** Tenant shall carry out any Restoration Work in accordance with the plans approved by Landlord and in compliance with all Legal Requirements and all of the terms and conditions of this Lease. Accordingly, Tenant shall (a) diligently obtain all permits and authorizations from Legal Authorities necessary for the Restoration Work at the earliest possible date; (b) commence the Restoration Work at the earliest possible date; and (c) thereafter, in a diligent and continuous manner, and in accordance with the construction schedule which has been approved by Landlord, prosecute the Restoration Work to completion at the earliest possible date.

13.4 **Landlord's Completion of Restoration Work.** If Tenant shall fail or neglect at any time to supply sufficient workmen or sufficient materials of proper quality, or fail in any other respect to prosecute any Restoration Work in a diligent and continuous manner, then Landlord may give Notice to Tenant of such failure or neglect. If such failure or neglect continues for 10 days after such Notice, then Landlord, in addition to all other rights which Landlord may have, shall have the right, but not the obligation, to do any or all of the following as Landlord deems necessary to complete such Restoration Work: (a) declare a default by Tenant under this Lease; (b) enter upon the Premises; (c) provide, or cause to be provided, labor and/or materials upon the Premises; (d) perform, or cause to be performed, any contract; and (e) do, or cause to be done, such other acts and things as Landlord may deem advisable.

13.5 **Reimbursement for Landlord's Work.** Landlord shall be entitled to reimbursement, out of any Insurance proceeds, condemnation awards, and any other monies held by Landlord for application to the cost of Restoration Work, for all costs and expenses incurred by Landlord in completing any Restoration Work pursuant to this Section. All such costs and expenses for which Landlord is not so reimbursed shall be borne by Tenant, in addition to any or all damages to which Landlord shall be entitled under this Lease. Upon Landlord's demand, which may be made from time to time as such costs and expenses are incurred, Tenant shall pay for such costs and expenses as Additional Rent.

#### 14. **ASSIGNMENT, SUBLETTING.**

14.1 **Assignments and Subletting by Tenant.** Without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion, Tenant shall not in any manner make, or permit or suffer to occur, any assignment, sublease or occupancy arrangement, conveyance, transfer, conditional or collateral assignment, pledge, hypothecation, or other encumbrance, whether by operation of law or otherwise of this Lease or any interest in this Lease (each a "Transfer"). Any of the foregoing done without Landlord's prior written consent shall be void. Any Transfer of 50% or more of the ownership and/or voting interest, legal or equitable, in Tenant in one or more transactions over time shall be deemed an assignment of an interest in this Lease for the purposes of this Section. Notwithstanding anything to the contrary set forth in this Lease, Tenant may Transfer this Lease upon advance written notice to Landlord but without the requirement of obtaining Landlord's consent to any Affiliate (defined below) of Tenant. For the purposes of this Section, "Affiliate" is a corporation or other entity which directly or indirectly controls or is controlled by or is under common control with Tenant.

14.2 **No Other Business.** Without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion, Tenant shall not in any manner permit or suffer to occur at any time during the Term the operation of any business at or upon the Premises by any person or entity other than Tenant.

14.3 **Notice of Proposed Assignment or Lease.** If Tenant shall at any time or times during the Term desire to assign this Lease or to sublease all or part of the Premises, Tenant shall give Notice to Landlord requesting Landlord's prior written consent to the proposed assignment or sublease. Such Notice shall be accompanied by (a) a statement setting forth the name and address of the proposed assignee or subtenant, the nature of its business, and its proposed use of the Premises; (b) current financial information with respect to proposed assignee or subtenant, including, without limitation, its most recent financial report; (c) if applicable, a description identifying the space to be subleased; (d) a true and complete copy of the fully executed assignment or sublease, conditioned only upon approval of Landlord; and (e) such other information as Landlord may request.

14.4 **Conditions of Consent.** Landlord's consent to any proposed sublease, assignment, or transfer, or any other proposed action as to which Landlord's consent is required under this Section, may be predicated, among other things, on the following conditions:

14.4.1 The proposed sublease, assignment, transfer, or other action is for purposes consistent with the Use;

14.4.2 The proposed sublease, assignment, transfer, or other action does not violate any Legal Requirements or any of the terms and conditions of any lease or other agreement between Landlord and any other person or entity having an interest in the Premises;

14.4.3 The proposed subtenant, assignee, or transferee is a reputable party of reasonable financial worth considering the responsibility involved, and Tenant shall provide Landlord with proof of such worth satisfactory to Landlord;

14.4.4 The proposed subtenant, assignee, or transferee agrees to assume liability for and to observe all the terms and conditions of this Lease;

14.4.5 The proposed sublease, assignment, transfer, or other action shall contain a provision making such sublease, assignment, or transfer subject to the terms and conditions of this Lease;

14.4.6 The proposed sublease, assignment, transfer, or other action shall not release Tenant from the due, prompt, and punctual performance of all of the terms and conditions of this Lease on Tenant's part to be performed or observed, including the payment of any Rent;

14.4.7 The consent of Landlord to the proposed sublease, assignment, transfer, or other action shall not constitute a waiver of any provision of this Lease, and no further sublease, assignment, or transfer shall be made without Landlord's prior written consent;

14.4.8 Landlord shall have the right to require Tenant to pay to Landlord a sum equal to any rent or other consideration paid to Tenant by any subtenant, assignee, or transferee which is in excess of the Rent then being paid by Tenant to Landlord pursuant to the terms and conditions of this Lease, together with any other profit or gain realized by Tenant from any such sublease, assignment, or transfer. Such sum shall (a) be paid to Landlord as Additional Rent immediately upon receipt of such sum by Tenant, or (b) if Landlord so requires, directly by the sublessee, assignee, or transferee, in which event, at Landlord's option, such payments may be designated as rent due directly from such subtenant, assignee, or transferee to Landlord; and

14.4.9 Because Landlord has entered into this Lease with Tenant, and because the terms of this Lease are particular to Tenant, Landlord may require modifications to one or more of the terms and conditions of this Lease, including without limitation, the amount of Rent.

14.5 **No Discharge of Tenant's Liability.** No acceptance by Landlord of any performance by any permitted or unpermitted subtenant, assignee, or transferee of Tenant, or any other person or entity other than Tenant of any of Tenant's obligations under this Lease, including the payment of Rent, shall discharge Tenant, or any other person or entity liable for the performance of Tenant's obligations under this Lease, from liability for the performance of such obligations, except to the extent of the performance so accepted by Landlord.

14.6 **No Waiver of Further Consent.** No consent by Landlord to any assignment or sublease shall be deemed or construed to relieve any permitted assignee, subtenant, or transferee of Tenant from obtaining the prior written consent of Landlord to any further assignment or sublease.

14.7 **Expiration of Consent.** If Landlord elects to consent to a proposed assignment or sublease, Tenant shall deliver to Landlord the fully executed assignment or sublease to which Landlord has consented within 30 days after the giving of such consent. If Tenant fails to do so, at Landlord's option, such consent shall expire and Tenant shall thereafter be obligated to comply again with all of the procedures set forth in this Section before making any assignment or sublease.

14.8 **Refusal to Consent.** If Landlord elects to refuse to consent to a proposed assignment or sublease, this Lease shall continue in full force and effect for the remainder of the Term, unless soon terminated pursuant to the terms and conditions of this Lease.

14.9 **Assignment by Landlord.** Landlord and any assignee of Landlord may freely assign this Lease or any interest in this Lease. In the event of such assignment, Tenant shall attorn to the assignee, and, from the effective date of such assignment, Landlord or any subsequent assignor of this Lease shall have no further liability or obligation under this Lease.

14.10 **Conveyance of Title.** Except as otherwise expressly provided for by this Lease, in the event of any good faith conveyance or other good faith divestiture of title to the reversionary estate of Landlord in and to the Premises, (a) the grantor, or the person or entity which is otherwise divested of such title, shall be entirely freed and relieved of all of the terms and conditions of this Lease; (b) the grantee, or the person or entity which otherwise succeeds to such title, shall be deemed to have assumed the obligations of Landlord under this Lease from and after the date of conveyance; (c) until the next conveyance or divestiture of such title, Tenant shall look solely to such grantee or successor for the observance and performance of the obligations so assumed by such grantee or successor; and (d) Tenant shall attorn to such grantee or successor.

14.11 **Attornment by Subtenants.** In the event of a termination of this Lease, any subtenant of the Premises shall attorn to the owner of the reversion, unless such owner shall, at such owner's option, elect to dispossess such subtenant or otherwise terminate the sublease held by such subtenant. Each subtenant which in the future subleases the Premises shall be deemed to have agreed to the provisions of this Section. To confirm such agreement by the subtenant, Tenant covenants that each sublease of the Premises executed in the future shall contain a clause expressly providing that the subtenant under such sublease shall attorn to the owner of the reversion, upon request, in the event of a termination of this Lease, but the absence of such a clause from any sublease shall not relieve the subtenant from the provisions of this Section.

14.12 **Assignment of Rents.** Tenant assigns to Landlord the right, following an Event of Default by Tenant, to collect from all subtenants all rents and other sums payable by them, and to apply the same to the Rent and all other sums payable by Tenant under this Lease. Any balance shall be paid over to Tenant. No exercise by Landlord of rights under this Section shall be deemed (a) a waiver by Landlord of any other rights under this Lease; (b) an acceptance by Landlord of such subtenant; (c) an acquiescence by Landlord to the occupancy of any part of the Premises by such subtenant; or (d) a release of Tenant from the performance of any of the obligations of Tenant under this Lease.

15. **DEFAULT, REMEDIES.**

15.1 **Default.** The occurrence of any of the following during the Term shall constitute an Event of Default by Tenant:

15.1.1 Tenant shall fail to pay when due all or any portion of any Rent;

15.1.2 Tenant shall fail to pay when due any other sums, fees, charges, costs, or expenses which are payable under this Lease;

15.1.3 Tenant shall, other than in the manner permitted under this Lease, make or permit or suffer to occur any assignment (including any transfer of interest in Tenant which is deemed to be an assignment under this Lease), sublease or occupancy arrangement, conveyance, transfer, conditional or collateral assignment, pledge, hypothecation, or other encumbrance, whether by operation of law or otherwise, of this Lease or any interest in this Lease;

15.1.4 Tenant shall fail in any other way in the performance or observance of any of the terms and conditions of this Lease within twenty (20) days after receipt of notice thereof to Tenant;

15.1.5 there shall be filed by or against Tenant in any court or other tribunal pursuant to any Legal Requirement, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Tenant's property, unless such petition shall be filed against Tenant and Tenant shall in good faith promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure such dismissal within 30 days of its filing;

15.1.6 Tenant shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding, make an assignment for the benefit of creditors, or take the benefit of an insolvency law;

15.1.7 a trustee in bankruptcy or a receiver shall be appointed or elected or had for Tenant, whether under federal or state laws;

15.1.8 Tenant's interest under this Lease shall be sold under any execution or process of law; or

15.1.9 the Premises shall be abandoned or deserted or Tenant shall fail to make continuous use of the Premises for the Use for thirty (30) consecutive days.

15.2 **Remedies.** In the event of the occurrence of an Event of Default by Tenant, Landlord, at Landlord's option, may elect to do one or more of the following:

15.2.1 accelerate all of the remaining Rent for the Term, in which event all Rent shall become immediately due and payable;

15.2.2 terminate this Lease as provided by this Section and re-enter the Premises and remove all persons and property from the Premises, either by summary proceedings or by any other suitable action or proceeding at law, or otherwise; or

15.2.3 without terminating this Lease, re-enter the Premises and remove all persons and property from the Premises, either by summary proceedings or by any other suitable action or proceeding at law, or otherwise, and relet all or any part of the Premises.



15.3 **Termination.** If Landlord elects to terminate this Lease:

15.3.1 Landlord shall give Notice of such termination, which shall take effect ten days after such Notice is given, or such greater number of days as is set forth in such Notice, fully and completely as if the effective date of such termination were the date originally set forth in this Lease for the expiration of the Term;

15.3.2 Tenant shall quit and peacefully surrender the Premises to Landlord, without any payment by Landlord for doing so, on or before the effective date of termination; and

15.3.3 all Rent, including accelerated Rent, shall become due and shall be paid up to the effective date of termination, together with such expenses, including attorneys' fees, as Landlord shall incur in connection with such termination.

15.4 **No Reinstatement after Termination.** No receipts of monies by Landlord from Tenant after termination of this Lease shall reinstate, continue, or extend the Term, affect any Notice previously given by Landlord to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rent.

15.5 **Retention of Sums after Termination.** If Landlord shall terminate this Lease, Landlord shall be entitled to retain, free of trust, all sums then held by Landlord pursuant to any of the provisions of this Lease. In the interim following such termination until the retention of such sums by Landlord free of trust, such sums shall be available to Landlord, but not to Tenant, pursuant to and for the purposes provided by the terms and conditions of this Lease.

15.6 **Re-Entry.** In the event of any re-entry and/or dispossession by summary proceedings or otherwise pursuant to this Section without termination of this Lease:

15.6.1 all Rent shall become due and shall be paid up to the time of such re-entry and/or dispossession, together with such expenses, including attorneys' fees, as Landlord shall incur in connection with such re-entry and/or dispossession by summary proceedings or otherwise; and

15.6.2 Landlord may relet all or any part of the Premises, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be equal to, less than, or greater than the period which would otherwise have constituted the balance of the Term. In connection with such reletting:

15.6.2.1 Tenant or Tenant's representative shall pay to Landlord, as they are incurred by Landlord, such reasonable expenses as Landlord may incur in connection with reletting, including, without limitation, legal expenses, attorneys' fees, brokerage commissions, and expenses incurred in altering, repairing, and putting the Premises in good order and condition and in preparing the Premises for reletting;

15.6.2.2 Tenant or Tenant's representative shall pay to Landlord, in monthly installments on the due dates for Rent payments for each month of the balance of the Term, the amount by which any Rent payment exceeds the net amount, if any, of the rents for such period collected on account of the reletting of the Premises. Any suit brought to collect such amount for any month or months shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar action or proceeding;

15.6.2.3 at Landlord's option exercised at any time, Landlord shall be entitled to recover immediately from Tenant, in addition to any other proper claims, but in lieu of and not in addition to any amount which would thereafter become payable under the preceding subsection, a sum equal to the amount by which the sum of the Rent for the balance of the Term, compound discounted at a reasonable rate selected by Landlord to its then-present worth, exceeds the net rental value of the Premises, compound discounted at the same annual rate to its then-present worth, for the balance of the Term. In determining such net rental value of the Premises, the rent realized by any reletting of the Premises, if such reletting is upon terms (other than rental amounts) generally comparable to the terms of this Lease, shall be deemed to be such net rental value; and

15.6.2.4 at Landlord's option, Landlord may make such alterations and/or decorations in or upon the Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of reletting the Premises. The making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability under this Section.

15.7 **Sums Collected upon Reletting.** Landlord shall have, receive, and enjoy as Landlord's sole and absolute property, without duty to account to Tenant, any and all sums collected by Landlord as rent or otherwise upon reletting the Premises after Landlord shall resume possession of the Premises as provided by this Lease, including, without limitation, any amounts by which the sum or sums so collected shall exceed the continuing liability of Tenant under this Lease.

15.8 **No Effect on Suit.** Landlord and Tenant agree that after the commencement of suit for possession of the Premises or after final order or judgment for the possession of the Premises, Landlord may demand, receive, and collect any monies due or coming due without in any manner affecting such suit, order, or judgment. All such monies collected shall be deemed to be payments on account of the use and occupation of the Premises, or, at the election of Landlord, on account of Tenant's liability under this Lease.

15.9 **Waiver of Rights of Redemption.** Tenant waives all rights of redemption which may otherwise be provided by any Legal Requirement in the event that Landlord shall, because of the occurrence of an Event of Default by Tenant, obtain possession of the Premises under legal proceedings, or pursuant to present or future law or to the terms and conditions of this Lease.

15.10 **Use of Word "Re-Entry".** The words "re-enter" and "re-entry", as used in this Section, are not and shall not be restricted to their technical legal meaning, but are used in the broadest sense.

## 16. **LANDLORD'S RIGHT TO CURE TENANT'S DEFAULTS.**

16.1 **Right to Cure.** Whenever and as often as Tenant shall fail or neglect to comply with the terms and conditions of this Lease, Landlord, at Landlord's option and upon 20 days' Notice to Tenant (or upon shorter Notice, or with no Notice at all, if necessary to meet an emergency or a time limitation imposed by Legal Authorities), may, in addition to all other remedies available to Landlord, perform, or cause to be performed, such work, labor, services, acts, or things, and take such other steps, including, but not limited to, entry onto the Premises, as Landlord may deem advisable, to comply with and perform any such term or condition. Tenant shall reimburse Landlord upon demand, and from time to time, for all costs and expenses suffered or incurred by Landlord in so complying with or performing such term or condition.

16.2 **No Obligation to Complete.** The commencement of any work or the taking of any other steps or performance of any other act by Landlord pursuant to this Section shall not be deemed to obligate Landlord to complete the curing of any term or condition which is in default.

17. **LANDLORD'S EXPENSES.**

17.1 **Reimbursement.** Tenant shall reimburse Landlord upon demand for all reasonable expenses, including attorneys' fees and costs for negotiation, trial, or appellate work (including fees for the services of paralegals and similar persons) incurred by Landlord in connection with (a) the collection of any Rent or other sums due under this Lease; (b) the termination of this Lease by reason of the occurrence of an Event of Default by Tenant; (c) the enforcement of any other obligation of Tenant which is in default under this Lease; (d) any other protection of Landlord's rights under this Lease; and (e) any litigation or dispute in which Landlord becomes a party or otherwise becomes involved relating to the Premises or Landlord's rights or obligations under this Lease.

17.2 **Other Parties.** If the leasehold interest of Tenant under this Lease shall in the future be held by more than one person or entity, and if litigation shall arise by reason of a dispute among such persons or entities, and if Landlord is made a party to such litigation without Landlord's consent, then Tenant shall reimburse Landlord upon demand for all reasonable expenses, including attorneys' fees and costs for negotiation, trial, or appellate work (including fees for the services of paralegals and similar persons), incurred by Landlord in connection with any such litigation.

18. **PAYMENTS, INTEREST.**

18.1 **Amounts Due Deemed Rent.** All sums which Tenant shall be obligated to pay to Landlord from time to time pursuant to this Lease shall be deemed part of the Rent. In the event of the nonpayment by Tenant of such sums, Landlord shall have the same rights and remedies by reason of such nonpayment as if Tenant had failed to pay any Rent.

18.2 **Interest.** In each instance when Tenant shall be obligated to make any payment of any sum under this Lease, interest shall accrue on such payment and shall be payable under this Lease at the highest rate permitted by applicable law, rule, or regulation then in effect, computed from the date such payment first became due under this Lease to the date of Landlord's receipt of such payment.

19. **NO PERSONAL LIABILITY.** Tenant acknowledges that Landlord shall have no personal liability under this Lease. In the event of a default by Landlord in the performance of any obligations under this Lease, Tenant shall look solely to Landlord's equity in the Premises for satisfaction of Tenant's remedies.

20. **ENTRY, SURRENDER.**

20.1 **Entry.** Landlord and Landlord's employees and other agents shall have the right, but not the obligation, upon reasonable Notice to Tenant, to enter upon and pass through the Premises from time to time in order to (a) make an examination of the Premises, and (b) show the Premises to prospective purchasers, mortgagees, prospective mortgagees, and others. In the event of an emergency, Landlord and Landlord's employees and other agents shall have the right, but not the obligation, without any notice to Tenant, to (a) enter upon and pass through the Premises as Landlord shall deem appropriate to respond to the emergency, and (b) take such other or further actions, whether on or off the Premises, as Landlord shall deem appropriate to respond to the emergency.

20.2 **Surrender of Premises.** Tenant shall, on the last day of the Term or upon any termination of this Lease, surrender and deliver up the Premises into the possession and use of Landlord (a) without fraud or delay, (b) "broom clean" and in good order, condition, and repair, (c) free and clear of all letting and occupancies, and (d) without any payment or allowance by Landlord on account of or for the Premises. All personal property and other belongings which are left upon the Premises at the time of such surrender shall be deemed to have been abandoned.

21. **FEE AND LEASEHOLD MORTGAGES.**

21.1 **Subordination of Lease to Fee Mortgage.** Landlord and Tenant acknowledge that this Lease is and shall at all times be subordinate to any Fee Mortgage. If the holder of any Fee Mortgage shall succeed to Landlord's interest in this Lease, Tenant shall, upon the request of such holder, attorn to such holder. In confirmation of the foregoing, Tenant, upon Landlord's request, shall promptly, without charge, execute such certifications and/or other documents as Landlord or such holder may require. A failure by Tenant to execute any such certifications and/or other documents, however, shall not affect the subordination of this Lease to any such Fee Mortgage pursuant to this Section. Landlord shall in good faith attempt to obtain from the holder of any Fee Mortgage a non-disturbance agreement executed by such holder, providing that Tenant's occupancy of the Premises shall not be disturbed by such holder so long as Tenant is not then in default under this Lease.

21.2 **Subordination of Fee Mortgage Upon Holder's Request.** If the holder of any Fee Mortgage requires that this Lease be prior rather than subordinate to such Fee Mortgage, Tenant, promptly upon request by Landlord or such holder, shall, without charge, execute a document affecting and/or acknowledging such priority. Such document shall contain, at the option of the holder, an attornment obligation to such holder, as new landlord, or to any party acquiring Landlord's leasehold position through such mortgage, in the event of foreclosure or termination of such mortgage.

21.3 **Notice and Cure.** Upon request of the holder of any Fee Mortgage:

21.3.1 Tenant shall give prompt notice of any default by Landlord under this Lease to such holder. Such notice shall be given in the manner provided in this Lease for a Notice, except that such notice shall be addressed to such person and address as such holder shall request; and

21.3.2 Tenant shall allow such holder a reasonable period, not less than 60 days from the date of such notice, in which to cure any such default which is susceptible of being cured within such period, or to commence to cure any such default which is not susceptible of being cured within such period provided that such holder shall thereafter diligently prosecute such cure to completion. Tenant shall accept any such cure.

21.4 **Leasehold Mortgage.** Tenant shall not execute a Leasehold Mortgage except with Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion. Landlord may condition such consent on, among other things, the inclusion in the Leasehold Mortgage, and/or any promissory note or other evidence of indebtedness secured by any Leasehold Mortgage, of a provision requiring that before the holder accelerates such indebtedness, declares a default, and/or institutes proceedings to foreclose such Leasehold Mortgage, the holder shall:

21.4.1 give a notice of default to Landlord in the manner required for Notices;  
and

21.4.2 give Landlord 30 days after receipt of such Notice in which Landlord may, but shall not be obligated, (a) to cure any default which is susceptible of being cured within such time, or (b) to commence to cure any default which is not susceptible of being cured within such time, provided that Landlord shall thereafter diligently prosecute such cure to completion.

21.5 **Notice to Holder of Leasehold Mortgage.** The holder of any Leasehold Mortgage may designate such holder's address by giving a notice to Landlord in the manner required for Notices. If Landlord receives such a notice, no Event of Default by Tenant shall be deemed to have occurred until Landlord shall have:

21.5.1 given a notice of default to the holder of such Leasehold Mortgage, which notice shall be addressed to the address so designated by such holder and be otherwise given in the manner required for Notices;

21.5.2 give such holder 30 days after receipt of such notice in which Landlord may, but shall not be obligated, (a) to cure any default which is susceptible of being cured within such time, or (b) to commence to cure any default which is not susceptible of being cured within such time, provided that such holder shall thereafter diligently prosecute such cure to completion.

## 22. **LANDLORD'S LIEN.**

22.1 **Lien.** Landlord shall have, and Tenant grants to Landlord, a security interest in any furnishings, equipment, fixtures, inventory, accounts receivable, and other personal property of any kind belonging to Tenant, or the equity of Tenant in such items, on the Premises or elsewhere. Such security interest is granted for the purposes of securing the payment of Rent and other charges, assessments, penalties, and damages required under this Lease to be paid by Tenant, and of securing the performance of all other obligations of Tenant under this Lease.

22.2 **Remedies.** Upon Tenant's default or breach of any terms and conditions of this Lease, Landlord shall have all remedies available under applicable law, including, without limitation, the right to take possession of any or all of the items referred to in Section 22.1 and dispose of them by public or private sale in a commercially reasonable manner.

22.3 **Statutory or Common Law Liens.** The provision for a landlord's lien as described in this Section shall be in addition to, and not in substitution for, any landlord's lien and similar remedies otherwise provided by statutory or common law.

## 23. **OPTION TO RENEW.**

Provided that this Lease is in good standing and Tenant is not in default hereunder, Landlord hereby grants to Tenant the right to renew this Lease for **two (2)** additional term(s) of **three (3)** years (each). Each such "Option Term" shall commence on the expiration of the prior Term, with all the terms and provisions of the Lease being applicable during such Option Term, including payment of Rent and Additional Rent provisions, provided that the minimum annual Base Rent during each Lease Year of such Option Term shall increase by **four percent (4%)** above the minimum annual Base Rent for the immediately preceding Lease Year. Tenant shall be required to give Landlord written notice of its election to exercise its option to renew no later than ninety (90) days prior to the end of the then current Term of the Lease. Failure to give such notice shall make all unexercised Option Terms null and void.

## 24. **MISCELLANEOUS.**

24.1 **Unavoidable Delays.** If either party's performance of any obligation under this Lease is delayed or prevented by an Unavoidable Delay, the period of such delay or prevention shall be deemed added to the time provided for by this Lease for such performance, provided that such party shall have given Notice to the other party of such Unavoidable Delay within 30 days after its onset. Failure to give such Notice shall operate as a waiver of any right to extend the time for performance of such obligation.

24.2 **Estoppel Certificates.** Each party agrees that at any time and from time to time during the Term, within ten days after request by the other party, it will execute, acknowledge, and deliver to such other party or to any prospective purchaser, assignee, or mortgagee designated by such other party, a certificate which states (a) that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified, and identifying the modification agreements; (b) the date to which the Rent has been paid; (c) the nature and extent of any existing default by either party as to which a Notice has been given to the other party; and (d) whether or not there are any setoffs, defenses, or counterclaims against enforcement of the obligations to be performed under this Lease existing in favor of the party executing such certificate.

24.3 **No Merger.** The leasehold interest, estate, and rights of Tenant under this Lease shall be deemed to be separate and distinct from Landlord's interest, estate, and rights in or to the Premises, notwithstanding that any such interests, estates, or rights shall at any time or times be held by or vested in the same person or entity. In no event shall the leasehold interest, estate, or rights of Tenant under this Lease merge with any interest, estate, or rights of Landlord in or to the Premises.

24.4 **No Broker.** Each party warrants and represents to the other that there are no unpaid real estate brokers, agents, salesmen, or finders involved in this transaction. If a claim for brokerage or similar fees in connection with this transaction is made by any other broker, agent, salesman, or finder claiming to have dealt through or on behalf of one of the parties to this Lease, then such party shall indemnify, defend, and hold harmless the other party from all liabilities, damages, claims, costs, fees, and expenses (including reasonable attorneys' fees and court costs, including those for appellate matters) with respect to such claim for brokerage. The provisions of this Section shall survive the expiration or termination of this Lease.

24.5 **Authority.** Each party represents to the other that it has full legal right, power, and authority to enter into, execute, and perform this Lease.

24.6 **Notice.** Each Notice shall be deemed to have given (a) when in writing; (b) when sent by first-class mail, personal delivery, telecopier, Federal Express or other widely recognized overnight delivery service, or registered or certified mail; (c) upon receipt or refusal of receipt by the person to whom it is addressed; and (d) when addressed to each applicable person at the applicable addresses set forth on the first page of this Lease, or to such other person or address as a party shall in the future designate by giving Notice to the other.

24.7 **Attorneys' Fees.** In the event of litigation arising out of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, including fees for the services of paralegals and similar persons, and all such expenses and costs incurred by the prevailing party through all appellate levels. The foregoing sentence is not and shall not be deemed to be a limitation on Tenant's obligations under Section 17.1.

24.8 **Rights Cumulative.** All the rights and remedies of Landlord under this Lease or pursuant to present or future law shall be deemed to be separate, distinct, and cumulative. No one or more



of them, whether exercised or not, nor any mention of or reference to any one or more of them in this Lease, shall be deemed to be in exclusion of, or a waiver of, any of the others, or of any of the rights or remedies which Landlord may have under this Lease, at law, and/or in equity. Landlord shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to pursue any lawful action or proceedings to exercise or enforce any right or remedy without thereby waiving or being barred or estopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

24.9 **No Waiver.** No waiver by Landlord of any breach by Tenant of any term or condition of this Lease, and no failure by Landlord to exercise any right or remedy in respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of Landlord in respect of, any other breach of such term or condition or any breach of any other term or condition of this Lease. The receipt by Landlord of any Rent payment or any portion of a Rent payment shall not operate as a waiver or an accord and satisfaction of the rights of Landlord to enforce the payment of any other Rent payment or portion of a Rent payment then or subsequently due, to terminate this Lease, to recover the Premises, or to invoke any other appropriate remedy which Landlord may select as provided by this Lease or by law.

24.10 **Survival.** All obligations of Tenant which are or may be intended by their nature to be performed and/or complied with after the expiration or earlier termination of this Lease shall survive such expiration or termination. Express provisions in this Lease which require or permit survival in specific instances, or as to specific obligations, shall not be deemed a limitation upon the generality of this survival clause.

24.11 **Provisions Severable.** Every provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. If any provision of this Lease, or the application of such provision to any person or circumstance, shall be determined by appropriate judicial authority to be illegal, invalid, or unenforceable to any extent, such provision shall, only to such extent, be deemed stricken from this Lease as if never included. The remainder of this Lease, and the application of such provision to persons or circumstances other than those as to which such provision is held illegal, invalid, or unenforceable, shall not be affected.

24.12 **Captions.** The captions and headings contained in this Lease are for convenience and reference only, shall not be deemed to be a part of this Lease or construed as limiting, amplifying, or modifying in any manner the provisions of this Lease, and shall not otherwise affect the interpretation of this Lease.

24.13 **Sections References.** All references to Exhibits or Sections are to Exhibits or Sections of this Lease, unless the reference expressly identifies another document.

24.14 **Gender and Case.** Whenever the context of any provision of this Lease so requires, pronouns of any gender shall include the other genders, words in the singular shall include the plural, and words in the plural shall include the singular.

24.15 **Counterparts.** This Lease may be executed and delivered in two or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one agreement. To facilitate execution of this Lease, the parties may execute and exchange by telephone, facsimile or e-mail counterparts of the signature pages, provided that executed originals thereof are forwarded to the other party on the same day by any of the delivery methods set forth in the Lease.

24.16 **Further Actions and Documents.** The parties shall take all such actions and execute all such documents as may be necessary to carry out the purposes of this Lease, whether or not specifically provided for in this Lease.

24.17 **Time of the Essence.** Time is of the essence as to all material terms of this Lease.

24.18 **Governing Law.** This Lease shall be construed and governed in accordance with the laws of the State of Florida without application of conflict of law principles.

24.19 **Negotiated Agreement.** All of the parties to this Lease have participated fully in its negotiation and preparation. Accordingly, this Lease shall not be more strictly construed against any one of the parties.

24.20 **Actions for Rent.** Tenant shall not interpose any counterclaim in any suit, action, or other legal proceeding brought by Landlord based on non-payment of any Rent.

24.21 **No Partnership.** Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken under this Lease, a partner of Tenant, in Tenant's business or otherwise, or a member of any joint enterprise or venture with Tenant.

24.22 **Entire Agreement.** This Lease contains the sole and entire agreement, and supersedes all other prior written or oral agreements, between the parties with respect to the subject matter of this Lease.

24.23 **Modification.** This Lease may be changed, amended, or modified only by an agreement in writing signed by the party against whom such change, amendment, or modification is sought to be enforced.

24.24 **Binding Effect.** The terms of this Lease shall bind the parties and their respective successors and assigns, and shall inure to the benefit of the parties and their respective permitted successors and assigns. Any waiver of rights by either party shall be deemed not only to be a waiver of such rights by such party but also a waiver of such rights for and on behalf of such party's successors and assigns.

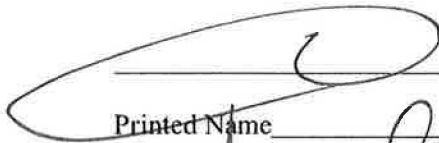
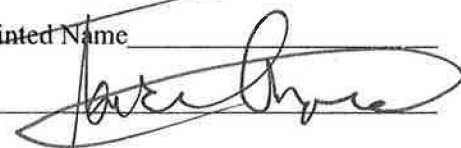
24.25 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24.26 **Holdover.** Without limiting Landlord's rights and remedies, if Tenant holds over in possession of the Premises beyond the Expiration Date, then Base Rent shall be 150% of the amount of the Base Rent due and payable for the last month of the Lease Term until Tenant surrenders the Premises.

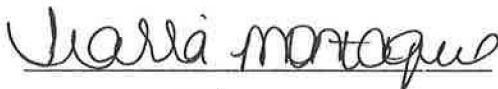
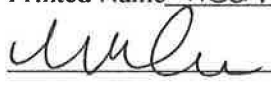
25. **REDEVELOPMENT.** If at any time the Landlord shall decide to reconstruct, renovate, alter, remerchandise, sell and/or redevelop all or any part of the Premises or the Property on which the Premises are located to the extent that vacant possession of the Leased Premises is, in the discretion of the Landlord, required, or to demolish the building of which the Leased Premises form a part, the Landlord may terminate this Lease by giving not less than twelve (12) months notice in writing, to the Tenant without obligation or liability to the Tenant. The Tenant shall deliver up vacant possession of the Leased Premises

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date set forth in the first paragraph.

**WITNESSES:**


  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Printed Name

**WITNESSES:**

  
\_\_\_\_\_  
Printed Name Tianna Montague  
  
\_\_\_\_\_  
Printed Name Maerea Metachem

**LANDLORD:**

KOLO 3, LLC, a Florida limited liability company

By:   
Name: Joe Levy  
Title: OWNER

**TENANT:**

WESTWAY TOWING, INC., a Florida corporation

By:   
Name: ERNIE B. HOLCOMBE  
Title: President

**EXHIBIT A**

**PROPERTY DESCRIPTION**

*2340 STATE ROAD 7, MIRAMAR. FL 33023*

## GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "Guaranty") is given this 1 day of DECEMBER, 2022, by ERNIE B. HOLCOMBE, ("Guarantor"), in conjunction with that certain Lease Agreement, dated as of even date herewith (the "Lease") by and between KOLO 3, LLC, a Florida limited liability company ("Landlord") and WESTWAY TOWING, INC., a Florida corporation ("Tenant"), for the "Premises", as defined in the Lease.

### RECITALS:

A. In order to induce Landlord to enter into the Lease and as additional security for Tenant's performance of the terms and conditions of the Lease and Tenant's payment of the Rent (as defined in the Lease) to be paid by Tenant under the Lease, Tenant has agreed to procure and deliver to Landlord this Guaranty to be executed by Guarantor whose address is:

ERNIE B. HOLCOMBE: Address: 12940 SW 10 CT. DAVIE, FL. 33325, and  
SS# is 244-17-6982.

B. Guarantor and Tenant are related as affiliates and/or Owners of Tenant, and Guarantor will substantially benefit, economically and otherwise, from Landlord entering into the Lease with Tenant.

C. Landlord has refused to enter into the Lease unless this Guaranty is executed by Guarantor and delivered to Landlord and this Guaranty is a material inducement to Landlord in connection with Landlord's entering into the Lease with Tenant on the terms and conditions set forth in the Lease.

NOW, THEREFORE, in consideration of the Premises herein, in the Lease and of the sum of TEN & NO/100 DOLLARS (\$10.00) paid to Guarantor by Landlord, the receipt and adequacy whereof is hereby acknowledged, and as part of the consideration for the execution by Landlord of the Lease with Tenant, Guarantor hereby covenants and agrees with Landlord as follows:

1) Guarantor irrevocably, absolutely and unconditionally guarantees to Landlord the due and punctual payment, when due (subject to any applicable notice and cure periods), by acceleration or otherwise, of all of the payment and other obligations of Tenant under the Lease for entire Lease Term ("Guaranteed Obligations").

2) Guarantor hereby acknowledges and consents that the terms, covenants and conditions contained in the Lease and related documents may be altered, extended, changed, modified or released by Tenant, with the approval of Landlord, without in any manner affecting this Guaranty or releasing Guarantor herefrom, or without the consent of Guarantor except that the Guaranteed Obligations may not be expanded without the prior written consent of Guarantor.

3) This is a guaranty of payment and not of collection and the liability of Guarantor to Landlord shall be direct, immediate and unconditional. Guarantor hereby waives any and all legal requirements that Landlord shall institute any action or proceedings at law or in equity against Tenant with respect to the Lease or with respect to any other security held by Landlord, as a condition precedent to bringing an action against Guarantor upon this Guaranty. All remedies afforded to Landlord by reason of this Guaranty are separate and cumulative remedies and the exercise of any one of such remedies, whether any one of the other remedies are available to Landlord, its successors or assigns, shall not limit or prejudice any other legal or equitable remedies which Landlord may have under the Lease, at law or in equity.



4) Until each and all of the terms, covenants and conditions of this Guaranty are fully performed, Guarantor shall not be released by any act or thing which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of a guarantor, or by reason of any waiver, extension, modification, or delay of Landlord, or its failure to proceed promptly or otherwise, or by reason of any further obligation or agreement between any assignee or sublessee of the Premises and Landlord or any beneficial assignee of Landlord's interest in the Lease, and Guarantor hereby expressly waives and surrenders any defense to Guarantor's liability hereunder based upon any of the foregoing acts, things, agreements or waivers or any of them. Notwithstanding the foregoing if Tenant is released of its obligation under the Lease by virtue of an assignment of Lease or otherwise Guarantor's obligations hereunder shall automatically cease.

5) Guarantor hereby waives presentment for payment, demand, protest, notice of protest and of dishonor, notice of acceptance hereof, notices of default and all other notices now or hereafter provided by law unless expressly provided herein or in the Lease.

6) In the event that for any reason Tenant or any subsequent assignee or sublessee of the Premises is now or shall hereafter become indebted to Guarantor, the amount of each sum and of such indebtedness shall at all times be subordinate as to lien, time of payment and in all other respects to the amounts owing to Landlord under the Lease.

7) Any notice, demand or request by Landlord to Guarantor shall be in writing and shall be deemed to have been duly given or made if either delivered personally to Guarantor or if mailed by registered mail or certified mail, return receipt requested, at the aforementioned address.

8) This Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall bind Guarantor and its legal representatives, successors and assigns.

9) This Guaranty constitutes the entire agreement between Guarantor and Landlord covering the subject matter hereof.

10) If at any time or times hereafter Landlord employs counsel to intervene, or to file a petition, answer, motion or other pleading in any suit or proceeding relating to this Guaranty, then in such event, all of the reasonable attorneys' fees and costs relating thereto and other costs of collection, shall be an additional liability of Guarantor to Landlord, payable within five (5) days after written demand if Landlord is the prevailing party in such action. If Landlord is not the prevailing party Landlord shall reimburse Guarantor for its reasonable attorneys fee and costs relating thereto within five (5) days after written notice.

11) Guarantor represents and warrants to Landlord that: (a) upon the execution and delivery of this Guaranty it is fully enforceable against Guarantor in accordance with its terms, (b) that the execution and delivery of this Guaranty does not violate or constitute a breach of any agreement to which Guarantor is a party or of any applicable laws, (c) Guarantor has knowledge of Tenant's financial condition and affairs and will hereafter keep informed of Tenant's financial condition so long as this Guaranty is in force, and (d) Guarantor will furnish financial statements prepared according to generally accepted accounting principles to Landlord from time to time at Landlord's request (no more than once a year).

12) Guarantor hereby waives and agrees not to assert or take advantage of (a) intentionally omitted, (b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of Guarantor or any other person or entity, or the failure of Landlord to file or enforce a claim against the estate (either in administration, bankruptcy, or any other proceeding) of Tenant or any other person or

entity, (c) any defense based on the failure of Landlord to give notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of any other person whomsoever, in connection with any obligation hereby guaranteed, (d) any defense based upon an election of remedies by Landlord which destroys or otherwise impairs any subrogation rights of Guarantor or the right of Guarantor to proceed against Tenant for reimbursement, or both, (e) any defense based upon failure of Landlord to commence an action against Tenant, (f) any failure on the part of Landlord to disclose to Guarantor any facts it may now or hereafter know regarding Tenant, (g) any failure to receive acceptance or notice of acceptance of this Guaranty by Landlord, (h) any failure to give notice of presentment and demand for payment of any of the indebtedness or performance of any of the obligations hereby guaranteed, (i) any failure to give protest and notice of dishonor or of default to Guarantor or to any other party with respect to the indebtedness or performance of obligations hereby guaranteed, (j) intentionally deleted, and (k) any defense based on lack of due diligence by Landlord in collection, protection or realization upon any collateral securing the indebtedness evidenced by the Lease.

13) This Guaranty is assignable by Landlord but only to the extent of Landlord's rights and obligations under the Lease and any assignment hereof or any transfer or assignment of the Lease by Landlord shall not require the consent of Guarantor.

14) This Guaranty shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida. The parties agree that proper venue for the purposes of enforcing the terms of this Guaranty shall lie in St. Lucie County, Florida.

15) Guarantor is jointly and severally liable with Tenant and any other guarantors of the Lease.

16) Guarantor and Landlord by its acceptance hereof, each waives trial by jury in any litigation, dispute or other action arising out of or in any way connected with this Guaranty.

EXECUTION PAGE TO FOLLOW

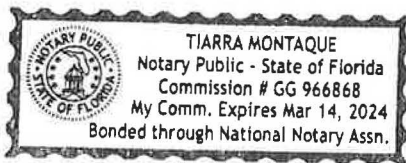
IN WITNESS WHEREOF, Guarantor has duly executed the Guaranty this 1 day of DECEMBER, 2022.

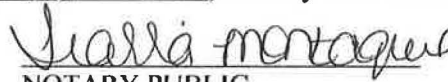
GUARANTOR:

  
\_\_\_\_\_  
ERNIE B. HOLCOMBE

STATE OF FLORIDA )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1<sup>st</sup> day of December, 2022 by **ERNIE B. HOLCOMBE**.



  
NOTARY PUBLIC  
Print Name: Tiarra Montaque  
Commission Expires: March 14, 2024  
Commission No.: AG966868

☒ Personally Known OR ☐ Produced Identification  
Type of Identification Produced: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/01/2022

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Arbor Insurance Group Inc. 3435 Winchester Rd Suite 305 Allentown PA 18104	<b>CONTACT NAME:</b> Michelle L. Sweisfort <b>PHONE (A/C, No, Ext):</b> (610) 437-3340 <b>FAX (A/C, No):</b> (610) 770-9318 <b>E-MAIL ADDRESS:</b> msweisfort@arborig.com																					
<b>INSURED</b> Westway Towing Inc 3681 W Oakland Park Blvd Fort Lauderdale FL 33311	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nat Union Fire Ins of PA</td><td>19445</td></tr><tr><td>INSURER B:</td><td>Markel American Insurance Co</td><td>28932</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nat Union Fire Ins of PA	19445	INSURER B:	Markel American Insurance Co	28932	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES** **CERTIFICATE NUMBER:** 2022 Standard **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL9566227	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA5721467	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garagekeepers Liability \$ 1,000,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC15853349	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Motor Truck Cargo			MKLM7IM0053039	07/01/2022	07/01/2023	Per Conveyanc/\$250,000 Deduct/5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured under General Liability policy, when such status is required under written contract.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF HALLANDALE BEACH  
400 SOUTH FEDERAL HWY

Hallandale Beach

FL 33009

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

## Detail by Officer/Registered Agent Name

Florida Profit Corporation  
WESTWAY TOWING, INC.

### Filing Information

<b>Document Number</b>	K57932
<b>FEI/EIN Number</b>	65-0160421
<b>Date Filed</b>	01/12/1989
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	12/08/2020
<b>Event Effective Date</b>	NONE

### Principal Address

3681 W. OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33311

Changed: 05/31/2017

### Mailing Address

3681 W. OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33311

Changed: 05/31/2017

### Registered Agent Name & Address

GOLDMAN, ERIC J, ESQ  
318 SOUTHEAST 8th STREET  
FORT LAUDERDALE, FL 33316

Name Changed: 02/10/2022

Address Changed: 03/15/2022

### Officer/Director Detail

#### **Name & Address**

Title P

HOLCOMBE, ERNIE B

35



3681 W. OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33311

Title CFO

ZUCCARELLI, SILVIO  
290 S. ANDREWS AVE  
SUITE # 4  
POMPANO BEACH, FL 33069

Title VP

WELLS, DARREN  
3681 West Oakland Park Blvd  
Lauderdale Lakes, FL 33311

Title VP

PILLER, KEVIN  
3681 W. OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33311

Title VP OF IT AND COMMUNICATIONS

SPINETTA, SYLESTER  
3681 West Oakland Park Blvd  
Lauderdale Lakes, FL 33311

#### Annual Reports

Report Year	Filed Date
2022	02/10/2022
2022	03/07/2022
2022	03/15/2022

#### Document Images

<a href="#">03/15/2022 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/07/2022 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">12/08/2020 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2020 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/08/2019 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">08/02/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">03/02/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

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# WESTWAY TOWING



**"THE RIGHT AND ONLY WAY"**

**TAB 2**

**GENERAL INFORMATION**

WestWay Towing, Inc., A Parent Company

Our main location is 3681 West Oakland Park Blvd., Lauderdale Lakes, Florida 33311.

Our phone number is 954-731-1115.

Police Dispatch Line is 954-514-9814

WestWay Towing is a local Broward County Florida corporation.

WestWay Towing was started in 1989 in Broward County Florida.

Our Federal ID # is 65-0160421.

WestWay Towing is licensed in the State of Florida. WestWay Towing has a Broward County Consumer Affairs Towing license, as well as all the occupational licenses for all our locations.

WestWay Towing is fully Insured with 2million liability and a 2 million umbrella. This also includes Garage Liability, On Hook Coverage, and Workers Compensation.

WestWay Towing knows what is necessary to keep the public safe, happy, and to provide great partnerships with our emergency response teammates. (Police and Fire). Our drivers are all certified in different classes and are familiar with the City of Hallandale Beach streets and neighborhoods. We know what the public needs and is up against when their vehicle is towed whether it is for an accident, drivers arrest, breakdown, code enforcement, confiscation, or dui. We have a secured personal property room to put valuables into from the towed vehicle, so we don't experience complaints of missing property. We file the correct liens per Florida Statute so everyone that is involved in the vehicle is notified properly.



2340 S State Rd 7  
WESTWAY TOWING INC (MIRAMAR FACILITY)



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 100 ft



2340 S State Rd 7

- Directions
- Save
- Nearby
- Send to phone
- Share

2340 S State Rd 7, Miramar, FL 33023  
XQQV+J5 Miramar, Florida



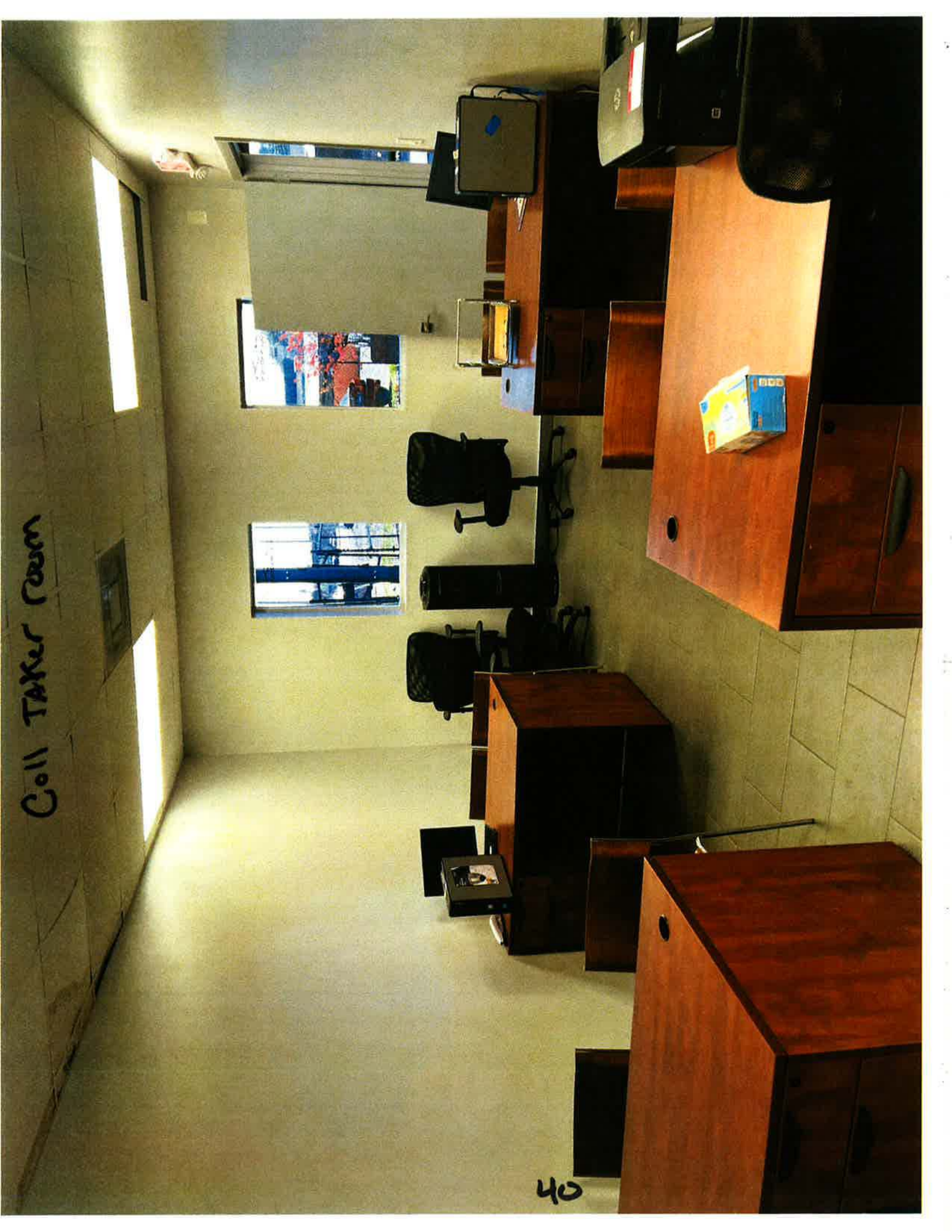
Front Lobby





Call Taker Room

40





Future Home of Dispatch / Cell Center  
24 Hrs a Day





Inside Storage with 2 Lifts - 30 cars





Inside Storage East View





2 lifts For INvestisctions





Outside Sbrase





Outside Storage



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
WESTWAY TOWING, INC.

### Filing Information

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Address Changed: 03/15/2022

### Officer/Director Detail

#### **Name & Address**

Title P

HOLCOMBE, ERNIE B

47



3681 W. OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33311

Title CFO

ZUCCARELLI, SILVIO  
290 S. ANDREWS AVE  
SUITE # 4  
POMPANO BEACH, FL 33069

Title VP

WELLS, DARREN  
3681 West Oakland Park Blvd  
Lauderdale Lakes, FL 33311

Title VP

PILLER, KEVIN  
3681 W. OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33311

Title VP OF IT AND COMMUNICATIONS

SPINETTA, SYLESTER  
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**Broward County, Florida**

Resilient Environment Department

**CONSUMER PROTECTION 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:**

**WESTWAY TOWING, INC.**

**3681 W OAKLAND PARK BLVD**  
**LAUDERDALE LAKES, FL 33311**

**01/06/2022**

Effective Date

**12/31/2022**

Expiration Date

**TI-00004**

License Number

**Jeff Halsey**

Director

**01088**

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

**DBA:**  
**Business Name:** WESTWAY HEAVY TRANSPORTATION INC

**Receipt #:** 326-6088  
**Business Type:** COURIER/TRANSPORT/DELVRY/TOWING  
(HEAVY EQUIPMENT HAULING)

**Owner Name:** ERNIE HOLCOMBE  
**Business Location:** 3681 W OAKLAND PARK BLVD  
LAUDERDALE LAKES  
**Business Phone:** 954-684-8458

**Business Opened:** 07/12/2002  
**State/County/Cert/Reg:**  
**Exemption Code:**

**Rooms**

**Seats**

**Employees**

6

**Machines**

**Professionals**

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

**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:**

WESTWAY HEAVY TRANSPORTATION INC  
3681 W OAKLAND PARK BLVD  
LAUDERDALE LAKES, FL  
33311-1145

**Receipt #** 04A-21-00006773  
**Paid** 07/25/2022 81.00

**2022 - 2023**



**MINIMUM QUALIFICATION REQUIREMENT (MQR) # 4: FIRM PREVIOUS EXPERIENCE:**

- Please note that the information for the projects/contracts below must be the same as the projects/contracts provided within the Reference Form.
- Proposing Firm and/or named parties to the project for the response to this RFP must have **performed two (2) different projects with other municipalities/government agencies** of similar size and scope as being requested in this RFP **since 2016**.
- Proposers **must** provide the information for MQR # 4 on the following chart(s):

Name and Location of Contract # 1:	
Name of the Firm that was awarded the Contract:	WestWay Towing Inc
Date when Contract started:	8/2022 New contract (Been in tamarac 20 years)
Date when Contract was completed:	8/2027
Name of entity for which services were provided to:	City of Tamarac
Updated contact name, phone and email for Project Manager where services were provided to:	Keith Glatz 434-597-3567 Keith.glatz@tamarac.org
Provide detailed information about the scope of work your Firm provided during this Project.	Towing & storage for city of Tamarac including Broward Sheriff's office non-consent towing. All city of Tamarac units, inside and outside storage for all type of towing including investigation tow.

Name and Location of Contract # 2:	
Name of the Firm that was awarded the Contract:	WestWay Towing Inc
Date when Contract started:	1/1/2015
Date when Contract was completed:	1/1/2027
Name of entity for which services were provided to:	City of Wilton Manors
Updated contact name, phone and email for Project Manager where services were provided to:	Darren Brodsky 954-390-2155 DBrodsky@wmpd.org
<b>Provide detailed</b> information about the scope of work your Firm provided during this Project.	Towing & storage for city of Wilton manors including non-courtesy and city vehicle towing, Inside & outside storage for all types of towing including investigations holds

**MINIMUM QUALIFICATION REQUIREMENT (MQR) # 5: ADMINISTRATIVE FEE  
ACKNOWLEDGEMENT FORM:**

- a. Proposing firm must provide a signed copy of the Administrative Fee Acknowledgement Form below:

**ADMINISTRATIVE FEE ACKNOWLEDGEMENT FORM**

Pursuant to House Bill 133, codified as § 166.04465, Florida Statute, as may be amended from time to time, the contractor shall impose and collect a **twenty five percent (25%) Administrative Fee or Charge** to the registered owner or other legally authorized person in control of a vehicle or vessel on behalf of the City.

Sec. 166.04465, Rules and ordinances relating to towing services, authorizes a county or municipality to impose an administrative fee on the registered owner or lienholder of a vehicle or vessel removed and impounded by an authorized wrecker operator or towing business, as long as the fee does not exceed 25 percent of the local jurisdiction's maximum towing rate.

An authorized wrecker operator or towing operator may impose the fee on behalf of the county or municipality, but such fee must only be remitted to the county or municipality after it has been collected.

Payments will be made to the City in twelve (12) equal payments, no less than ten (10) days in advance of each quarter, commencing with the date of execution of the Agreement.

I, Brett Holcombe, President  
Name of authorized Officer per Sunbiz and/or legal documentation Title

of WestWay Towing Inc  
Name of Firm as it appears on Sunbiz and/or legal documentation

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

[Signature] 11/30/2022  
Signature Date



# WESTWAY TOWING




**"THE RIGHT AND ONLY WAY"**

## **TAB 4**

**REQUIRED FORMS A-Q**

**FORM A: PROPOSAL SUBMITTED BY**

COMPANY: <i>WestWay Towing Inc</i>	
ADDRESS: <i>2340 S State Road 7</i>	
CITY, STATE, ZIP: <i>Miramar, Florida 33022</i>	
TELEPHONE: <i>954-731-1115</i>	FAX NUMBER: <i>954-583-9347</i>
DATE OF RFP: <i>11/30/2022</i>	
E-MAIL ADDRESS: <i>Towtillsunrise@gmail.com</i>	
FEDERAL ID NUMBER: <i>65-0160421</i>	
NAME & TITLE PRINTED: <i>Brett Holcombe   President</i>	
SIGNED BY: 	

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

**FORM B: VARIANCE FORM**

The Proposer must provide and state any and all variances to this Bid, specifications, the Terms and Conditions on this variance form (provide additional pages if necessary).

After award of Contract through City Commission, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variances presented by Firm are acceptable to the City a City Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The Project Manager will manage the execution of the agreement process.

**Variances requested to either the RFP, Terms and Conditions and Agreement may result in the City rescinding award of Contract.**

**If Firm has no Variances, Firm must state "None" below. This form must be provided back in Firm's response.**

"None"

**FORM C: LEGAL PROCEEDINGS FORM**

Proposing Firm **must** provide items a - e with response. Provide all applicable documents per category checked as an attachment. Firm must ensure response is addressing by title for each item a-e below. If an item(s) is not applicable, Firm must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

- a. **Arbitrations:** List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties and the ultimate resolution of the proceeding.

☐ Check here and provide documentation ☒ Check here if Not Applicable (N/A)

- b. **Lawsuits:** List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

☒ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

- c. **Other Proceedings:** Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution.

☐ Check here and provide documentation ☒ Check here if Not Applicable (N/A)

- d. **Bankruptcies:** Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

☐ Check here and provide documentation ☒ Check here if Not Applicable (N/A)

- e. **Settlements:** Identify all settlements for your Firm in detail in the last five (5) years.

☒ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

I, Brett Holcombe, President  
Name of Authorized Officer per Sunbiz Title

of WestWay Towing Inc  
Name of Firm as it appears on Sunbiz

I hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

  
Signature of Authorized Officer per SunBiz

Brett Holcombe  
Print Name of Authorized Officer per SunBiz



Case Number	Case Name	Case Type	Filing Date	Case Status	County	Notes
21039843T120A	State of Florida Vs Westway Towing Inc	Traffic Infractions	11/12/2021	Pending	Broward County	Red light camera - Sunrise PD
COWE21018134	Hialeah GC1 LLC Plaintiff vs. Westway Towing Inc Defendant	* SC Damages > \$500 - \$2,500	12/8/2021	Disposed	Broward County	Plaintiff filed a complaint alleging WWT filed to notice lien holder prior to selling a vehicle that was towed in and failed to be picked up. WWT complied with Florida statutes. Plaintiff did not serve WWT with complaint. Plaintiff filed a notice of voluntary dismissal to its claim and failed to appear at hearing. Claim was dismissed.
CACE21022496	Optimized Leasing, Inc. Plaintiff vs. Westway Towing, Inc. Defendant	Other	12/27/2021	Disposed	Broward County	Case was dismissed.
MM00078053	Westway Towing Inc	Parking Violation	2/18/2022	Closed	Broward County	Parking ticket
CONO22002615	Swift Leasing Co. LLC. Plaintiff vs. Westway Towing, Inc. Defendant	CC Replevin >\$15,000 - \$30,000	5/6/2022	Disposed	Broward County	WWT towed a trailer and it was subsequently stored in its tow yard. Notice was sent to all potential lien holders and owners in accordance with Florida statutes. Plaintiff filed a complaint and alleged WWT would not reduce its storage fees which are based upon county rates. The plaintiff ultimately voluntarily dismissed its lawsuit.
22027290T140A	State of Florida Vs Westway Towing Inc	Traffic Infractions	8/23/2022	Pending	Broward County	Redlight camera Davie PD
CACE22012885	Leslie Graham Plaintiff vs. Westway Towing Inc Defendant	Other	8/27/2022	Pending	Broward County	Plaintiff filed a complaint alleging a WWT employee wrongly told police officer that she appeared to be drunk and led to her being arrested for DUI. Plaintiff drove erratically into a gas station and nearly hit a WWT employee while he was parked. Shortly after, a police officer drove into the gas station and the WWT employee notified the officer that Plaintiff nearly hit him in his parked vehicle. The WWT employee left and the officer approached the plaintiff to investigate. Police officer's report stated she smelled of alcohol, slurred speech, delayed response, admitted to drinking earlier, and other indicators she was under the influence of alcohol. Plaintiff was arrested for DUI. Plaintiff's allegations are unfounded and not supported by Florida law. The case is currently in litigation.
COCE22059663	Westway Towing Fort Lauderdale Plaintiff vs. Omar Rashaad Hall Newby Defendant	Civil Restitution Lien > \$100 - \$500	10/4/2022	Disposed	Broward County	Court ordered restitution be paid by Defendant to Westway Towing.
CACE21019471	Tarus Thomas vs. Westway Towing Inc, et al	Auto Negligence	10/26/2021	Pending	Broward County	Motor vehicle accident involving a minor side swipe involving a trolley and Westway Towing truck. The liability is disputed and is currently in litigation.
CACE21017539	Randy John Pierre vs. Joshua David Kruse, et al	Auto Negligence	9/20/2021	Pending	Broward County	Minor motor vehicle accident that is currently in litigation. Disputed liability among the parties due to a third party vehicle who is at fault and made an illegal u-turn in front of plaintiff and WWT.
COCE21054234	Chaudhry Ali Plaintiff vs. West Way Towing, Inc., et al Defendant	* CC Damages >\$15,000 - \$30,000	9/20/2021	Disposed	Broward County	Westway Towing was called by property owner, Lakes of Carriage Hills Condominium Association, to tow a vehicle it thought was abandoned on their property while Plaintiff was allegedly out of the country. Westway Towing sent notices to Plaintiff's last known addresses in accordance with Florida Statutes and received no response so the vehicle was sold. The case was disposed.
CONO21023972	Ralph Smiley vs. Westway Towing	* SC Damages > \$500 - \$2,500	9/8/2021	Disposed	Broward County	Customer purchased a vehicle from Westway Towing's auction. There were several signs on property, at the entrance, and forms provided to the customer that said in large bold letters "vehicles are sold as is". Customer had been a buyer at Westway Towing's auctions in the past and knew of the rules. Customer was a commercial buyer and seller of used cars and junk cars and later discovered an issue with the vehicle and wanted his money back. Westway sold the vehicle as is and the parties resolved the matter amicably.
COCE21018948	Andres Jimenez Plaintiff vs. Westway Towing Inc Defendant	* SC Damages > \$500 - \$2,500	4/12/2021	Disposed	Broward County	Plaintiff illegally parked his vehicle and Westway Towing was hired to remove the vehicle. Plaintiff alleged that the undercarriage of Plaintiff's vehicle was damaged when towed, and filed suit, however, shortly thereafter voluntarily dismissed his own lawsuit. Case was dismissed by Plaintiff.
CACE21005801	Chadley Morris Plaintiff vs. La Mirage Homeowners Association, Inc., et al Defendant	Auto Negligence	3/18/2021	Pending	Broward County	Westway Towing was sued as the <u>wrong tow company</u> . Plaintiff's attorney was quickly contacted by Westway Towing and Plaintiff's attorney amended his complaint for the correct tow company, All County Towing.
CACE20020969	Westway Towing, Inc. Plaintiff vs. Nicklaus & Associates, P.A., et al Defendant	Contract and Indebtedness	12/14/2020	Pending	Broward County	Westway Towing sued law firm and trucking company for unpaid towing and storage fees. Westway Towing towed a rolled over tractor and trailer from a RISC call. Law firm demanded Westway hold the tractor trailer indefinitely or face legal action. Law firm attempted to inspect tractor and trailer after 7 months of storage and refused to pay to pay County rates for storage. Case is currently in litigation.
COCE20019009	Ean Manning Plaintiff vs. Westway Towing Inc Defendant	XX Auto Recovery	8/13/2020	Disposed	Broward County	Westway Towing towed a trailer and Plaintiff refused to pay the bill for storage or produce registration to prove ownership. The case was later resolved.



CACE20012202	JMS Construction Services Inc , et al Plaintiff vs. Norka Rodriguez, et al Defendant	Other	7/28/2020	Disposed	Broward County	Property owner called Westway Towing to remove the Plaintiff's equipment from the owner's property. Property owner sent Plaintiff several demands prior to contacting Westway to remove the equipment and vehicles from the property owner's lot.
COCE20004009	Sky Express, Inc. Plaintiff vs. Davie Travel Center, Inc., et al Defendant	* Small Claims + - Damages >\$2,500 - \$5,000	2/21/2020	Disposed	Broward County	Defendant hired Westway Towing to tow a vehicle on its property. Westway was named as a party to the lawsuit because it towed the vehicle. The case was later dismissed by Plaintiff.
COWE20003392	Fiona St. Surin Plaintiff vs. West Way Towing, Inc. Defendant	* CC Damages >\$15,000 - \$30,000	2/10/2020	Disposed	Broward County	Westway Towing was hired to tow an illegally parked vehicle. While Plaintiff's vehicle was hooked up to the tow truck Plaintiff jumped into her car. The case was later settled among the parties.
CACE20002048	Nyya Herard, et al Plaintiff vs. West Way Towing, Inc., et al Defendant	Auto Negligence	2/4/2020	Disposed	Broward County	The parties were involved in a minor motor vehicle accident. The plaintiff later dismissed her claim.
CACE19018072	Kenneth Nicholson Plaintiff vs. West Way Towing Inc Defendant	Other	8/29/2019	Disposed	Broward County	At the request of Broward Sheriffs Office, Westway Towing towed Plaintiff's vehicle and sent out notices in accordance with Florida Statutes. The case was later resolved and Plaintiff dismissed his lawsuit.
CACE19011823	West Way Towing Inc Plaintiff vs. RVC Express Inc, et al Defendant	Neg - Negligence Other	6/3/2019	Disposed	Broward County	Westway Towing sued Defendants for the towing, recovery, and storage charges of Defendant's tractor trailer when Westway Towing responded to the RISC call and Defendants refused to pay. Final judgment was entered in favor of Westway Towing.
COWE19003669	Daniel Johnson Plaintiff vs. Westway Towing Inc Defendant	* Small Claims + - Damages >\$2,500 - \$5,000	3/1/2019	Disposed	Broward County	Westway Towing was hired to tow an illegally parked vehicle. Westway Towing sent out notices in accordance with Florida Statutes and the vehicle was subsequently sold when Plaintiff failed to claim it. Plaintiff sued for the value of his vehicle and later dismissed the claim.
COCE19003032	Karen Touzalin Plaintiff vs. Westway Towing Inc, et al Defendant	* Small Claims + - Damages > \$100 - \$500	1/17/2019	Disposed	Broward County	Westway Towing was hired to tow an illegally parked vehicle. Plaintiff paid for the towing charges and later sued Westway for towing her vehicle. Plaintiff's claim was dismissed.
COCE19001878	Donald Beardsley Plaintiff vs. Westway Towing Inc, et al Defendant	* Small Claims + - Damages > \$100 - \$500	1/14/2019	Disposed	Broward County	Westway Towing was hired to tow an illegally parked vehicle by the property owner. Plaintiff paid for the towing charges and later sued Westway for towing her vehicle. Plaintiff's claim was dismissed.
CACE18027063	Shannon Washington, et al Plaintiff vs. West Way Towing Inc, et al Defendant	Auto Negligence	11/14/2018	Disposed	Broward County	The parties were involved in a minor motor vehicle accident. Westway Towing was not at fault and the claim was later dismissed.
CACE18021718	Felicia Robins Plaintiff vs. West Way Towing Inc, et al Defendant	Auto Negligence	9/13/2018	Disposed	Broward County	The parties were involved in a minor motor vehicle accident. Westway Towing was not at fault and the claim was later dismissed.
CACE18021126	Brett Hicks Plaintiff vs. Westway Towing Inc Defendant	Contract and Indebtedness	9/6/2018	Disposed	Broward County	Plaintiff brought forth allegations for unpaid wages against Westway Towing. The claim was later resolved and lawsuit dismissed.
CACE18003213	Westway Towing Inc Plaintiff vs. 45th Way Property Owners Association Inc Defendant	Neg - Premises Liability Commercial	2/9/2018	Disposed	Broward County	Westway Towing rotator truck was driving down private road and struck a drain hole cover that was negligently installed and created a dangerous condition. Westway sought damages to its 60-ton rotator.
CACE18002189	Ana Acevedo Hernandez Plaintiff vs. Dragados USA Inc Defendant	Neg - Negligence Other	1/26/2018	Disposed	Broward County	



**FORM D: PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),  
FLORIDA STATUTES,  
PUBLIC ENTITY CRIME INFORMATION**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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 Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

By: Brett Holcombe

Title: President

Signed and Sealed 30 day of November, 2022

**FORM E: DOMESTIC PARTNERSHIP CERTIFICATION FORM**

**This form must be completed and submitted with Firm's submittal.**

**Equal Benefits Requirements** As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Domestic Partner Benefits Requirement means** a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The Firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

**Check only one box below:**

- ☒ 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- ☐ 2. The Firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
- ☐ The Firm's price for the contract term awarded is \$50,000 or less.
  - ☐ The Firm employs less than five (5) employees.
  - ☐ The Firm does not provide benefits to employees' spouses nor spouse's dependents.
  - ☐ The Firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
  - ☐ The Firm is a government entity.
  - ☐ The contract is for the sale or lease of property.
  - ☐ The covered contract is necessary to respond to an emergency.



- ☐ The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, Brett Halcombe, President  
Name of authorized Officer per Sunbiz Title

of WestWay TOWING INC  
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

[Signature] Brett Halcombe  
Signature Print Name

STATE OF Florida

COUNTY OF Broward

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 DAY OF

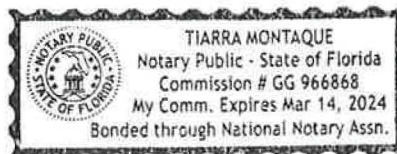
November, 2022 BY \_\_\_\_\_

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

\_\_\_\_\_  
(type of ID)

Tiarra Montaque  
Signature of Notary  
Tiarra Montaque  
Print Name of Notary Public

March 14, 2024  
Commission expires





**FORM F: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the City.

1. Name of Firm submitting a response to this RFP.

WestWay Towing Inc

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.

None

3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/Firm has affiliation or business relationship, if none so state.

None

4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.

None

  
\_\_\_\_\_  
Signature of person/Firm

11/30/2022  
\_\_\_\_\_  
Date

**FORM G: DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that WestWay Towing Inc does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through I implementation of this section.

As a person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

11-30-2022  
DATE

  
FIRM'S SIGNATURE





*National Providers of Drug & Alcohol Testing Services*  
**O.M. Management, Inc.**  
**A Leader in Compliance and Program Oversight**

**THIS LETTER IS TO CERTIFY THAT:**

The below referenced company is an **ACTIVE MEMBER** participating in a Drug and Alcohol program administered by **O.M. Management, Inc.**, a Third Party Administrator, as required in 49 CFR Part 382 as set forth by the Department of Transportation.

**Westway Towing Inc.**  
**3681 West Oakland Park Blvd.**  
**Lauderdale Lakes, FL 33311**

Designated Employer Representative:	Danielle Budau / Darren Wells
OMM Date of Enrollment:	January 17, 2018
USDOT Number:	1014288
Expiration Date:	January 17, 2023

This letter serves as affirmation that the above-named company's covered employees are actively listed in the Eligible Pool proof list and are subject to quarterly computer-generated random selections for drug and/or alcohol testing.

If the above company fails to comply with the FMCSA Drug and Alcohol Rules and Regulations in accordance with 49 CFR Part 40, this letter and agreement will become void and terminated.

Should you have any questions regarding this matter, do not hesitate to contact our Compliance Department at 305-888-4050 Option 3.

Best Regards,

**Angie Banks**  
Compliance Manager  
O.M. Management, Inc.

Date Printed: 03/23/2022

**FORM H: ANTI-KICKBACK AFFIDAVIT**

STATE OF Florida )

) SS:

COUNTY OF Broward )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid/RFP will be paid to any employees of the City of Hallandale Beach and its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

By: [Signature]  
Signature of Authorized Officer per Sunbiz

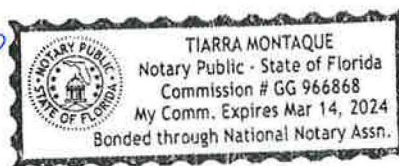
Brett Helcombe  
Print Name of Authorized Officer per Sunbiz

President  
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this 30 day of November, 2022

NOTARY PUBLIC

Tiarra Montague  
State of Florida at Large



My Commission Expires: March 14, 2024

**FORM I: CONFIDENTIALITY FORM**

Sealed bids/proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Chapter 119, Florida Statutes. The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, RFP Number and Name - Confidential Material".

The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

Proposer should take special note of this as it relates to proprietary information that might be included in this solicitation.

If N/A please circle: **N/A**

I, Brett Helcombe, President  
Name of authorized Officer per Sunbiz and/or legal documentation Title

of WestWay Towing Inc  
Name of Firm as it appears on Sunbiz and/or legal documentation hereby, attest that I have the authority to sign this notarized certification and certify that the Firm complies with the above requirements.

[Signature] President  
Signature Title



**FORM J: SCRUTINIZED COMPANIES**

The undersigned vendor in accordance with Florida Statute § 287.135

Hereby certify that WestWay Towing Inc does not:  
(Name of Business)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

☒ Affirm



**FORM K: REQUEST TO WITHDRAW PROPOSAL FORM**

Requests to withdraw proposal will be considered if received by the City, via email to [kvohwinkel@cohb.org](mailto:kvohwinkel@cohb.org) before deadline for receipt of proposals.

This form must be provided back via email to [kvohwinkel@cohb.org](mailto:kvohwinkel@cohb.org) before deadline for receipt of proposals

I, \_\_\_\_\_,  
Name of authorized Officer per Sunbiz and/or legal documentation Title

of \_\_\_\_\_  
Name of Firm as it appears on Sunbiz and/or legal documentation request to withdraw Firm's proposal  
for **RFP # FY 2022-2023-001 TOWING SERVICES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Time: \_\_\_\_\_

N/A

**FORM L: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

WestWay Towing Inc  
COMPANY NAME:

Brett Helcombe  
NAME OF AUTHORIZED OFFICIAL

President  
TITLE

[Signature]  
SIGNATURE OF AUTHORIZED OFFICIAL

11/30/2022  
DATE



**FORM M: NON-COLLUSION AFFIDAVIT**

STATE OF Florida )

) SS:

COUNTY OF Broward )

I, the undersigned hereby duly sworn, depose and say that:

1. He/she is the Bidder that has submitted the attached bid proposal.
2. He/she is fully informed respecting the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting such bid proposal.
3. Such bid proposal is genuine and is not a collusive or sham bid proposal.
4. Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm or person, to submit a collusive or sham proposal in connection with the Agreement for which the attached bid proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid proposal price or the bid proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Melbourne, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached bid proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

By:   
Signature of Authorized Officer per Sunbiz

Brett Helcombe  
Print Name of Authorized Officer per Sunbiz

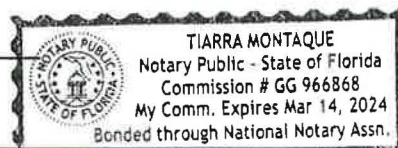
President  
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this 30 day of November, 2022

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: March 14, 2024



City of Hallandale Beach, 400 South Federal Highway, Hallandale Beach, FL 33009

[www.cohb.org/solicitations](http://www.cohb.org/solicitations)



**FORM N: AMERICANS WITH DISABILITIES ACT AFFIDAVIT**

The undersigned swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Hallandale Beach, Florida.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City of Hallandale Beach be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City of Hallandale Beach, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

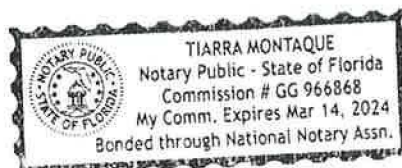
By: [Signature]  
Signature of Authorized Officer per Sunbiz

Brett Helander  
Print Name of Authorized Officer per Sunbiz

President  
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this 30 day of November, 2022.

NOTARY PUBLIC  
Tiarra Montaque  
State of Florida at Large



My Commission Expires: March 14, 2024

**FORM O: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

1. Contractor Covered Transactions

- a. The prospective contractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
- b. Has not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Has not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the prospective contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

I, Brett Helcombe, President  
Name of authorized Officer per Sunbiz Title  
of WestWay Towing INC  
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

[Signature] Brett Helcombe  
Signature Print Name

STATE OF Florida

COUNTY OF Broward

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 DAY OF

November, 2023 BY Brett Helcombe

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

\_\_\_\_\_  
(type of ID)

Tiarra Montague

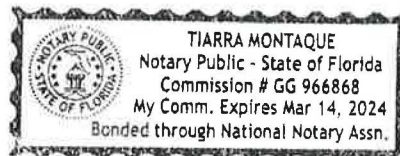
Signature of Notary

Tiarra Montague

Print Name of Notary Public

March 14, 2024

Commission expires





**FORM P: ACKNOWLEDGEMENT OF ADDENDA**

Instructions: Complete Part I or Part II, whichever is applicable.

The Proposer shall indicate below each Addendum received. The Proposer may contact the Procurement Department at 954-457-1331 or visit the City of Hallandale Beach website at <https://www.hallandalebeachfl.gov/417/Solicitation-Notifications> to confirm the number of addenda (if any) that have been issued.

**PART I:** Please list below each of the Addendum received in connection with this solicitation. Please include the Addendum number, the title is not required.

Addendum #
Addendum 1
Addendum 2
Addendum 3

**PART II:**

\_\_\_\_\_ No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: 11/30/22

Print Name: Brett Helcomée Title: President

Firm Name: WestWay Towing Inc



**ADDENDUM # 1  
RFP # FY 2022-2023-001  
TOWING SERVICES**

**REVISED DUE DATE**

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Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: [www.cohb.org/solicitations](http://www.cohb.org/solicitations).

**PLEASE NOTE: ORIGINAL RFP SUBMITTAL DATE, PAGE 1 AND 33**

RESPONSES ARE DUE: NOVEMBER 21, 2022 NO LATER THAN 11:00 AM.

**PLEASE NOTE: **REVISED** RFP SUBMITTAL DATE, PAGE 1 AND 29**

RESPONSES ARE DUE: **DECEMBER 5**, 2022 NO LATER THAN 11:00 AM.

**PLEASE NOTE RECEIPT OF ADDENDUM # 1 BY COMPLETING 'FORM P: ACKNOWLEDGEMENT OF ADDENDA' WITH YOUR FIRM'S SUBMISSION.**

Code of Ordinances, Chapter 23 Procurement, Section 23-14 Cone of Silence – imposes a Cone of Silence for City purchases of goods and services. The Cone of Silence means prohibition on any communication regarding a particular RFP, RFQ, ITB, RFI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the city's staff including, but not limited to, the city manager and his/her staff; the evaluation/selection committee; the mayor; and the city commission and their respective staff. The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the Commission/Board of Directors takes any other action which ends the solicitation. Should any firm contact you, please direct the communication to the Procurement Department at (954) 457-1333.



**ADDENDUM # 2**  
**RFP # FY 2022-2023-001**  
**TOWING SERVICES**

**REVISED SCOPE**

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Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: [www.cohb.org/solicitations](http://www.cohb.org/solicitations).

**PLEASE NOTE: ORIGINAL SCOPE DATE, PAGE 3 – 18**

**PLEASE NOTE: **REVISED** SCOPE, contained below in this Addendum # 2**

**The revised SCOPE contains tracked changes for review.**

**PLEASE NOTE RECEIPT OF ADDENDUM # 2 BY COMPLETING 'FORM P: ACKNOWLEDGEMENT OF ADDENDA' WITH YOUR FIRM'S SUBMISSION.**

Code of Ordinances, Chapter 23 Procurement, Section 23-14 Cone of Silence – imposes a Cone of Silence for City purchases of goods and services. The Cone of Silence means prohibition on any communication regarding a particular RFP, RFQ, ITB, RFI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the city's staff including, but not limited to, the city manager and his/her staff; the evaluation/selection committee; the mayor; and the city commission and their respective staff. The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the Commission/Board of Directors takes any other action which ends the solicitation. Should any firm contact you, please direct the communication to the Procurement Department at (954) 457-1333.



## SCOPE OF WORK:

### PURPOSE:

Pursuant to Hallandale Beach City Code of Ordinances, Chapter 28-172, Towing Services, the City of Hallandale Beach seeks to identify qualified firms with substantial experience and capabilities to perform towing services. The City desires to contract with a firm to provide towing, storage, and disposal of abandoned, unregistered and junked vehicles, trailers and boats at the request of the City's Police Department and/or Code Enforcement Department and/or Parks & Recreation Department and/or other City Departments as may be designated by the City from time to time. The contract to be awarded is not an exclusive contract.

Pursuant to Florida Statute Section 715.07 any vehicle or vessel towed or removed from the City of Hallandale Beach must be stored at a site within ten (10) mile radius of the point of removal. The City intends to contract only with qualified firms with storage sites located within Broward County and within ten (10) miles of the City due to statutory and jurisdictional restrictions.

### Broward County Towing Rates:

See Exhibit A for Broward County Towing Rates that are applicable to this RFP and awarded Contractor.

**Firms to be considered for this Request for Proposals must have a base of operation and auto storage facility located within ten (10) miles from any point of the City and must provide proof of ownership or lease agreement for the storage facilities with the proposal response. The storage facility and base of operation must be in Broward County.**

Disposal of vehicles shall be in accordance with all applicable Environmental, Federal, State, and local laws, regulations, statutes, and ordinances. Storage of vehicles shall be in accordance with all Department of Motor Vehicles rules and regulations, as outlined in the Florida Statutes, regarding storage or impound of vehicles and/or abandoned vehicles on any street, highway, public or private property.

In the event a Contractor cannot respond promptly to a call for service and is temporarily unable to perform as required by this contract, the City may assign that call or calls to another Contractor until the situation is resolved. In the event a Contractor is suspended, the City may assign the calls to another Contractor, or seek a new Contractor, until the suspension is lifted, at its sole option.

### **MANDATORY SITE VISIT TO PROPOSER SITE AFTER SUBMITTAL OF PROPOSALS**

The City of Hallandale Beach will be conducting a mandatory site visit of all firm's/proposer's site after receipt of proposals. **Proposer must be ready for the mandatory site-visit within 24-hour notice from the City.**

The City of Hallandale Beach expects that the proposer is available for the mandatory site visit when requested by the City.

No questions will be answered at the firm's site visit during the evaluation.

### **SCOPE OF WORK:**

#### **Storage Facilities and Owner Notification:**

- a. The Contractor must have a storage facility and base of operation located within ten (10) miles of the City's boundaries during the term and any renewal terms of the agreement. The storage facility and base of operation must be in Broward County.
- b. The Contractor must have outside storage capacity for at least seventy-five (75) vehicles dedicated to the City's needs, properly spaced to provide access for removal or addition of vehicles. The outside storage must have a durable surface, properly drained to prevent standing water.
- c. The Contractor must have inside storage capacity for two (2) vehicles which must be dedicated to the City and shall be properly spaced to provide access for removal or addition of vehicles. The inside storage must have a paved floor, either concrete or asphalt, and must be free of dirt, standing water, vegetation and/or articles inappropriate to or inconsistent with the operation of a towing service. The inside storage must provide an area of a minimum of 12' x 12' per vehicle, with at least an 8' ceiling. The inside storage shall have proper lighting and ventilation to conform to OSHA safety standards to permit processing of vehicles. The inside structure must provide complete protection from weather and unauthorized entry. The facility shall be owned or leased, and proof of ownership or lease shall be provided with the firm's response.
- d. The facility shall be properly zoned in accordance with the applicable codes for the services that will be provided.
- e. All storage facilities shall be secured from unauthorized entry at all times. Inside storage shall be open to the City's Police Department or other Departments, as designated by the City from time to time.
- f. The Contractor will be responsible for storage of vehicles for the period prescribed by law, to keep them safe from damage, theft and property loss.

- g. Contractor will be responsible for all thefts and damage to stored vehicles occurring while the vehicles are in its possession.
- h. The Contractor must have office facilities which shall be a permanent structure, and which shall include, but not be limited to, a telephone, fax, email and rest room facilities. The location shall have the name and address in front of the building. Twenty-four (24) hour service for release of a towed vehicle shall be available.
- i. The office and storage areas shall be easily accessible to the general public.
- j. Vehicles designated for outside storage shall be charged at the outside storage rate. If the Contractor prefers to use inside storage, no higher rate than the outside storage rate shall be charged. If inside storage is necessary, approval must be given by the impounding Officer or his/her supervisor.

~~k. TAVIS—Telephone Activation Vehicle Information System. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a Telephone Activation Vehicle Information System (T.A.V.I.S.) report in conformance with F.S. 713.585 and which must be attached to the invoice for services when the administrative charge is assessed.~~

l.k. To ensure the safe transport of individuals towed, the towing company will conduct the following background of all certified tow truck drivers:

- Annual drug testing at a facility approved by the City.
- Submit copy of valid Florida driver's license to the City for an annual driving history review, which, upon confirmation that the driver has received citations for speeding or reckless driving in the previous year, contractor shall provide different driver(s) in connection with the tow agreement.

m.l. Contractor shall provide all signs required for the immediate, lawful, removal of any unwanted motorized vehicle(s) or boat(s) from the following CITY properties: BF James Park, Chaves Lake, City Marina, Cultural Community Center, Foster Park, Golden Isles Park, Golden Isles Tennis Center, Historic Hallandale Schoolhouse, Historic Village/Curci House, Ingalls Park, Joseph Scavo Park, North City Beach Park, OB Johnson Park, Peter Bluesten Park, South City Beach Park, Sunrise Park, and Sunset Park. The signs shall remain the property of Contractor.

n.m. CONTRACTOR shall comply with all applicable provisions of F.S. 715.07 as it pertains to tows from private property.

o.n. City owned or leased vehicles will be towed twenty-four (24) hours a day, seven (7) days a week, without charge from any location in Broward, Miami-Dade or Palm Beach Counties, upon request of the appropriate City officials, to any location of the City's choice.



~~p.o.~~ Prior to tow, the Police Officer or designated City Official will determine whether the action is to be considered a Police action, a Code Enforcement action, trespass, or other type of action.

- a. Police action includes, but is not limited to, accidents, stolen vehicles, criminal offenses, traffic and parking violations. In Police action tows, the motor vehicle operator or owner is responsible for payment of charges imposed by the Contractor in accordance with the rate schedule, see Exhibit A. The City shall not be responsible for charges imposed.
- b. Code Enforcement action will include, but not be limited to, abandoned or derelict vehicles or property, including without limitation vehicles and boats on trailers. In Code Enforcement tows, the motor vehicle or boat owner is responsible for payment of charges imposed by the Contractor in accordance with the rate schedule, see Exhibit A. The City shall not be responsible for charges imposed.

~~q.p.~~ Owner or authorized agent of vehicle shall be allowed to remove personal unattached property from vehicle on a one time only basis at no additional charge subject to signing a receipt which lists the removed unattached property.

~~r.g.~~ The City will not be responsible for the collection or payment of any charge for services rendered by reason of Contractor having been dispatched relative to this Agreement. All such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

~~s.r.~~ Contractor will repair or change flat tires on in-service CITY vehicles or vessels (utilizing City tires). Contractor shall invoice CITY for such services pursuant to a detailed purchase order at the rate of \$10.00 (ten dollars), which purchase order shall include information such as the vehicle license plate number, date of service, services performed, materials utilized, and any other information reasonably required by CITY. "In-service CITY vehicle" shall mean any CITY class "A" vehicle owned or operated by the CITY and is operated by a CITY employee.

~~t.s.~~ The City reserves the right to cancel a request for services from Contractor at any time, including, up to the time of hook-up. Contractor agrees that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.

#### **Equipment Requirements:**

- a. The Contractor shall have, maintain and have available at all times a minimum of ~~four (4) Class A wreckers and slide back carriers~~ eight (8) Class A wreckers that can include all or a majority slide backs; one (1) Class B wrecker; and one (1) Class C wrecker. All vehicles must be owned by the Contractor.

**Class "A" Wrecker:**

- Commercially manufactured, 15,000 GVW minimum rated capacity
- Commercially manufactured, single boom or hydraulic lift with 4 tons minimum capacity
- 8,000 lb. crane power driven winch w/ 100' ~~3/8"~~ 3/8 or 1/2 inch steel core cable
- Universal tow sling with safety chains or wheel lifts
- One 3-ton snatch block
- Dolly equipped, 2000 lb. capacity
- Proper safety lights - Amber L.E.D., strobe, or rotating exterior mounted lights - 2 rear flood lights
- Slings and protective devices to prevent damage to towed vehicle
- Motorcycle sling
- Communication

**Class "B" Wrecker:**

- Commercially manufactured, 26,000 lbs. GVW minimum rated capacity
- Commercially manufactured, hydraulic or boom capacity of not less than 16- tons independently or jointly when multiple booms are used
- Two 12,000 lb. power driven winches w/ 100' ~~7/16"~~ 3/8 or 1/2 inch steel core cable
- Two snatch blocks, each 8-ton capacity
- Tow sling with safety chains or tow bar
- Brake lock
- Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights - 2 rear flood lights
- Communication

**Class "C" Wrecker:**

- Commercially manufactured, 35,000 lbs. GVW minimum rated capacity
- Commercially manufactured, hydraulic or booms with 25-ton total capacity
- Brake lock
- Tow bar
- Two snatch blocks, each 12-ton capacity
- Rear support jack or outriggers
- Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights - 2 rear flood lights
- Communication

**Class "D" Wrecker:**

- Commercially manufactured, 58,000 lbs. GVW minimum rated capacity
- Commercially manufactured, hydraulic or booms with 70,000 lbs. total capacity
- Winching capacity of 70,000 lbs. except only 15,000 lbs. for flatbed sideback carrier w/ 200' 3/4" cable

- Wheel lift retracted rating 45,000 lbs.
- Wheel lift extended rating 15,000 lbs.
- Tow sling safe lift rating 12,000 lbs.
- Safety chains, 2 each, 1/2" alloy
- Cab to axle dimensions 180"
- Rear support jack or outriggers
- Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights - 2 rear flood lights
- Communication

**Equipment Required on Each Vehicle:**

- Sand (50 lbs. minimum) or oil absorbent material
- Heavy duty broom
- Reflectors
- Safety cones (2 minimum, day-glow orange with dual band 4" to 6" reflective bands, 3' high)
- Shovel
- Extra 2-ton capacity towing chain – 7 to 8' with hooks
- Jack and tire changing tools
- Axe
- Fire extinguisher – 5 lb. dry chemical U.L. approved
- First aid kit, minimum 16 units

**Additional Equipment and Tools:**

- Any special equipment and tools necessary for the removal of abandoned vehicles in unusual locations.
- Portable cutting device
- Porto-power of 10-ton capacity
- Must maintain a skid steer with winch box to recover vehicles from the beach
- Must maintain a vehicle mover for electric vehicles, also know as an eastract
- All Contractor tow vehicles must maintain trackable GPS and vehicle cameras

**Service Requirements:**

- a. Contractor, while acting under the Agreement, will obey all traffic laws of the State of Florida and the City, and agrees that no vehicle operated by Contractor, Contractor's agents, servants or assigns, will be operated as an emergency vehicle. The Contractor shall conduct business in an orderly, ethical and business-like manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner.



- b. Communications: The Contractor shall provide a communication system adequate to cover the City. The Communication System shall be between the Contractor's base station and all service trucks utilized to provide the service. The Contractor shall notify the Police Department and Code Enforcement Department of any additional telephone numbers, fax numbers, and/or changes. ~~The phone system must include an automated ring down line to the Police Department dispatcher with a power backup.~~
- c. Protection of vehicles and property: The Contractor shall assume responsibility for any and all articles of value left in the impounded vehicles and abandoned vehicle and listed on the vehicle storage receipt. Contractor shall replace any such article upon verification of the loss by the designated investigative agency representing the City and/or Code Enforcement Officer representing the City. Contractor may be required, by the impounding officer and/or Code Enforcement Officer, to provide special weather protection, the impounding officer will note requirement on the storage ~~receipt~~receipt this is specific to vehicles where there is a HOLD placed on the vehicle. The Contractor shall provide storage for all impounded vehicles in the outside storage areas unless specific written instructions are given for inside storage by the impounding officer. Specific written instructions for inside storage include any language indicated in the "Reason for Hold" block of the Vehicle Storage Receipt stating, "Crime Scene Processing", "Fingerprinting," "Latents", "Lab Processing," or any other words detailing a need to store a vehicle inside. Once the necessary processing is completed and the hold is released, the Contractor may, at its option, keep the vehicle stored inside, however, only outside storage rates may be charged after the release of the hold.
- d. Location Changes: The Contractor shall not change type of storage (inside or outside) without written permission from the Police Department, specifically for vehicles where there is a HOLD placed on the vehicle. The Contractor shall not change facility location without written permission from the Police Department and/or Code Enforcement Department.
- e. Request for Service: All requests for service shall be made through the City Police Department and/or Code Enforcement Department, Parks & Recreation Departments or other City Department(s) designated by the City from time to time. The City reserves the right to cancel a request for service at any time, including up to the time of hookup. Hookup consists of complete mechanical connection. The Contractor shall not charge for a mere response to a service call. The City will strive to keep applicable towing requests for abandoned vehicles within the normal work week, however, the Code Enforcement Department may, from time to time, require weekend towing service of abandoned property. The City will give Contractor prior notice of these times.
- f. Response Time: The Contractor shall respond to requests for service from the Police Department within twenty (20) minutes of the call for service and within thirty (30)

minutes of the call for service from the Code Enforcement Department or other City Departments as designated by the City from time to time. On occasion the Code Enforcement Department will operate a towing project in a specific geographic area; prior to the commencement of these projects the Department will provide the Contractor with a minimum of 24 hours' notice. Contractor shall assess the call for service from the Police Department immediately, if unable to respond in twenty (20) minutes, Contractor shall call a subcontractor to respond to the City's call.

- g. **Clean Up:** Contractor's truck operators shall be responsible for removing glass and/or other debris from the street as a result of a traffic crash. The debris shall be placed in a suitable container, removed by the operator and disposed of in accordance with all applicable laws. No debris shall be left at curb-side. Brooms, etc., to remove debris must be on towing vehicles at all times to ensure the area is sufficiently cleaned. If debris is left at the scene the Contractor will be required to return and remove debris within thirty (30) minutes from call at no expense to the City.
- h. **Wrecker Markings:** The name of the Contractor, telephone number, address and vehicle fleet number shall be displayed on the driver and passenger side doors of the vehicle in commercially lettered affixed to the vehicle as required under Florida Statute 713.78(8). All vehicles shall display, in accordance Broward County Code a current decal issued by the Consumer Service Department (CSD) and a current decal issued by the City Code Enforcement Department. There shall be no literature or markings on any vehicles or building or correspondence that indicates or tends to indicate any official relationship between the Contractor and the City or any other governmental entity.
- i. **Attendant on Duty:** The Contractor shall make available, on a twenty-four (24) hour basis, attendants, and equipment for immediate response to calls for service from the Police Department. In addition, the Contractor shall have adequate personnel to staff the storage facility and office twenty-four (24) hours a day, seven (7) days a week, for the purpose of releasing vehicles to owners. The Contractor shall provide a visible sign on the outside of their facility indicating the hours of operation. At the storage facility, the Contractor shall maintain Yard Management such as forklifts with wheel lift attachment to move vehicles in the yard.
- j. **Holidays:** Notwithstanding the above requirements, three holidays will be recognized as days the Contractor can close and still charge for storage: Thanksgiving Day, Christmas Day, and New Year's Day. The Contractor that elects to close on these holidays shall nevertheless provide access to vehicle owners that attempt to claim their vehicles. A sign shall be posted outside selected business with a telephone number, to reach the Contractor to respond and release vehicles to owners, during what would have been regular business hours on these holidays.
- k. **Impounding Vehicles:** The Contractor shall impound such vehicles as requested by the Police Officer on duty at the scene. The Police Officer on duty shall have sole authority to

determine when a vehicle should be impounded and the tow truck operator shall abide by the decision of the Police Officer. The Police Officer/Code Official/City employee on duty at the scene is responsible for obtaining the information required on the Vehicle Tow/Storage Receipt. The wrecker driver shall not remove a vehicle from the scene without a copy of the Vehicle Tow/Storage Receipt unless the removal is at the owner's request.

- l. Owner Notification: The Contractor shall be responsible for notifying the registered owner or agent of the location of the vehicle ~~within forty-eight (48) hours~~ by the 7th business day of impoundment, by certified mail, if the owner's identity has been supplied on the Vehicle Storage Receipt. If the owner's identity is not supplied, the Contractor shall notify the registered owner or agent as soon thereafter as the information is received in accordance with F.S. 713. The Contractor shall maintain a log at its place of business listing date, time, and method of notification.
- m. Repairs: Contractor will not undertake any repairs to or remove any part or parts from any vehicle towed or stored pursuant to the provisions herein without first obtaining permission, in writing, from the owner or person entitled to lawful possession to complete the same. All estimates for repair will be in writing. Contractor further agrees that, when making any repairs or rendering any estimates or invoices, it will abide by Florida law and the Rules of the Department of Legal Affairs, relating to motor vehicles, sales, repairs, maintenance, and service. Contractor further agrees to pose a sign in a prominent position disclosing whether Contractor has any financial interest or connection with a repair, body, or paint shop. Such connection, if any, will also be stated on written estimates for repair.

#### **Reports:**

Contractor shall be responsible for preparing and maintaining at the place of business:

- a. A daily log of all calls for service by the Police Department and other Departments listing date, time of request and time of arrival on scene, and method of notification. The daily log and two (2) copies will be submitted to the Police Department once each month on the first Monday of the month. Contractor will provide a Release Report containing the following information for each tow:
  - 1. Date and time of tow and time arrived at storage facility
  - 2. Service call number/case number assigned by the Police Department
  - 3. Location towed from and location towed to
  - 4. Registered owner's name and address and customer's name and address, if different from owner.
  - 5. Description of vehicle towed, year, make, model, color, class, license plate number, VIN number
  - 6. Reason for tow such as accident, parking, arrest, confiscation, abandoned, City vehicle, etc. and type of tow, i.e. which truck used.



7. Date and time released from facility and type of release, such as to Insurance company, owner, City or other disposition. The name and address of the person claiming the vehicle and a copy of his or her driver's license must be provided.
  8. Complete breakdown of all towing and storage charges, as applicable, with a total including sales taxes. Documentation of charges required under the Agreement shall be attached to the Invoice/Towing Activity and Release Report.
  9. Tow truck operator's name and identification number
- b. A log and two copies of all unclaimed vehicles over thirty (30) days will be submitted to the Police Department each month on the 10th of each month. A log of all vehicles with "HOLD" for over seven (7) days is to be submitted to the Police Department each month on the 10th of each month.
  - c. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle, as in accordance with State of Florida Statutes 713, EXCEPT THAT NOTIFICATION MUST BE MAILED, BY CERTIFIED MAIL, TO REGISTERED OWNER WITHIN 48 HOURS OF PICK-UP OF VEHICLE. The owner shall not be charged for storage for any days between 48 hours and the actual time of mailing of notification.
  - d. Vehicles stored for the City shall be marked in a conspicuous location with a yellow grease pencil with the Police Department case number, date towed, and inventory number. A report must be submitted on the 10th of each month and shall contain the VIN number, Tag number, year, make and if holds have been placed on the vehicle, showing when and how it was released, destroyed, or still being held.
  - e. Contractor shall copy the Police Department on any correspondence with the vehicle owner at the same time correspondence is sent to vehicle owner but not later than next calendar day.

**Seized vehicles and investigation:**

Vehicles seized for investigative purposes shall be towed pursuant to the Police Department's instructions to several locations and stored at no charge to the City until the Police Department either notifies the Contractor to tow the vehicle to a final City location, to the tow company's storage location, or ready the vehicle for release to the owner of the vehicle in accordance with the rate structure (see Exhibit A).

**Vehicle release:**

- a. Contractor shall directly release any vehicles which have not been marked "HOLD", providing the proper proof of identification and ownership is presented. Any vehicles towed which have been marked "HOLD" may not be released without written

authorization from the Police Department supervisor assigned to the holding unit where applicable. Proper proof of identification and ownership shall consist of sufficient identification of the person whose name appears on the title or registration certification as the registered owner of the vehicle or to the authorized agent of such person.

- b. In the event that Contractor has possession of a vehicle or personal property, arising out of this Agreement, as a result of a Police action, including but not limited to accidents, stolen vehicles, criminal offenses or traffic violations, for a period in excess of thirty (30) days, and Contractor is ordered to turn this property over to the County Court or the Sheriff of Broward County, or the City, pursuant to Florida statutes, Contractor may only collect storage or towing charges due and owing from the proceeds of a judicial sale pursuant to said statutes, if any. Contractor must maintain at a minimum 10,000 sqf. Inside storage for investigative holds.
- c. In the event that Contractor has possession of a vehicle or personal property arising out of this Agreement, as a result of a Code Enforcement action, including but not limited to abandoned or derelict vehicles or boats, for a period in excess of seven (7) days, it may commence salvage, sale or other action for disposal of said vehicle or personal property, if permitted by applicable law.

#### **Towing Rates**

The awarded Contractor must charge fees for services as stipulated in this RFP rendered within the City limits as established by Broward County, Exhibit A. Such rates will be the maximum charged to owners of vehicles for services rendered as a result of this RFP.

- a. The applicable tow rate structure (Class "A", Class "B", Class "C", or Class "D") shall depend upon the requirements of the towed vehicle rather than the actual tow truck used, i.e., if a Class "B" wrecker is used to tow a sedan, the Class "A" rate structure shall be the basis for charges imposed. If Contractor elects to use a car carrier in lieu of a dolly tow when only a dolly tow is required, the lower rate shall apply except if owner or Police Officer specifically requests use of the car carrier. See Exhibit A for the towing rates that will be applicable.

Towing charges shall be based on the class of vehicle being towed, as defined herein:

- i. Class A - includes all two or three-wheeled vehicles commonly used for transport of one or two persons.
- ii. Class B - passenger vehicles, including sedans, compacts, station wagons, sport-utility vehicles, dune buggies, passenger vans and station wagon type trucks for private use, including all two passenger, four-wheeled vehicles.
- iii. Class C - other vehicles up to 8 tons GVW. This classification shall apply to commercial pickup trucks, and van-type vehicles and any other vehicles generally falling within the lighter classification above but not more than eight (8) tons,

manufacturer's GVW.

- iv. Class D - all other vehicles over eight (8) tons GVW. Trailers shall be considered at same rate level as corresponding towed vehicle classification. A charge or fee may be charged, only for non-City Vehicles, for the following services NOT involving a tow:

- Street Cleanup without a tow
- Lock-out
- Delivery of gas
- Change tire
- Jump start vehicle

A charge or fee may be charged for the following services involving a tow:

- Actual tow (labor, equipment, overhead included in price of tow) by class of vehicle.
- Indoor or outdoor storage (labor, equipment, overhead included in price for storage) by class of vehicle. NOTE: NO STORAGE CHARGES WILL BE ASSESSED IF VEHICLE IS PICKED UP WITHIN SIX (6) HOURS FROM ARRIVAL AT CONTRACTOR'S FACILITY.
- Mileage surcharges (only for tows of non-City vehicles – mileage surcharge begins upon leaving the city limits of the City of Hallandale Beach and ends upon delivery of vehicle to location outside of the City.
- Surcharges for winching from sand, turnovers, and removal from water (by class of vehicle)
- Towing and storage of boats on trailers which have been abandoned on the public right-of-way.
- Administration following a 24-hour storage period, per State Statute requirements.
- Weatherproofing of a vehicle in accordance with specifications. Storage of Facilities and owner notification.
- After hours delivery of stored vehicles in accordance with specifications service Requirements.

~~No separate or additional charges will be permitted for any other services, including, but not limited to, use of dollies, flatbeds, waiting time, overtime, labor and equipment (in addition to tow charges), cleanup of debris, material oil, dry and delivery of vehicles between 8:00 am and 11:00 pm, seven days per week. Separate or additional charges will be permitted and can charge based on the Maximum Nonconsent Towing Rate Summary table provided by Broward County.~~ Charges may be assessed for delivery of vehicles between 11:00 pm and 8:00 am, seven days a week.



- b. The basic tow rate for each class of wrecker shall include clean-up at an accident scene. Mileage surcharges only apply for tows of non-City vehicles. Mileage surcharges begin upon leaving the City limit to the delivery destination requested.
- c. After twenty (24) hours and administrative charge of up to ~~\$30.00~~ \$51.50 or the current Broward County Toing Rate Summary may be charged. An administrative charge includes verification of a vehicle identification number, search for vehicle ownership information, preparation of documents required by Florida Statutes, preparation and mailing of any applicable notification letters. Written documentation of the effort to ascertain ownership of the vehicle must be obtained from a instate and out of State Department of Motor Vehicle (DMV) service provider for all vehicle information, which must be attached to the invoice for services when the administrative charge is assessed. An administrative charge will be assessed at no more than the maximum rate of ~~\$30.00~~ \$51.50 or the current Broward County Toing Rate Summary.
- d. Waiting time and extra labor cost; i.e., "Retrieving", special handling, accomplished within sixty (60) minutes of arrival at the scene shall be included in the base tow rate. If, and only if, such waiting time or extra labor consumes more than ~~sixty (60) minutes~~ fifteen (15) minutes, an extra waiting time or extra labor charge per fifteen (15) minutes or any fraction thereof, may be assessed by the Contractor commencing sixty minutes after arrival at the scene.
- e. The Contractor shall collect all towing and storage fees, in compliance with those rates established by City's Tow Rate, from the owner of the vehicle or his authorized representative after the City's Police Department has approved release of the vehicle from the storage area.
- f. Daily storage charges shall be predicated upon each 24-hour period, such charges beginning at the actual time of impounding, e.g., 1:00 p.m. Monday, to 12:59 p.m. Tuesday, will represent one storage-charge day. Pursuant to Florida Statues 713.78(2), no storage fee shall be charged if such vehicle is stored for less than six hours.
- g. If owners do not apply for release of the vehicle within the statutory period (F.S. 713.78), the Police Department must be notified prior to any procedure to junk or otherwise dispose of vehicle.
- h. Whenever an impounded vehicle is claimed by the owner, they shall be furnished with an itemized statement of all charges for the impounding of the vehicle. The Contractor shall receive from vehicle owner a receipt and release for the vehicle and all personal property therein, and the Contractor shall retain receipts for one year.
- i. The City shall not be held responsible or liable to the Contractor for nonpayment of any towing or storage fees to the Contractor by the owner of the vehicle.

- j. Personal property stored in the vehicle shall not be disposed of to defray any charges for towing or storage of vehicles without a court order.
- k. At the discretion and/or direction of the City cleanup of hazardous materials at a crash scene or for hazardous materials cleanup may be necessary. The Contractor may charge the actual fee for the cleanup plus 20% for administrative and other cost related to the hazardous materials cleanup, remediation of the environment and proper disposal of materials recovered and remediated from the scene. Copies of actual charges must be submitted to City.
- l. Contractor shall prominently post, in an area designated to transact business with the vehicle owner or his authorized agent, a notice in letters not smaller than ½" in height advising the owner/agent of his/her right to request and review a complete schedule of the charges and rates for towing services provided at City's Police request. Such notice shall also be affixed to or printed on each invoice submitted to the owner/agent of the towed vehicle.
- m. Contractor shall display on same sign as above the following statement:

~~"If you believe you have been overcharged for the services rendered, you are not required to pay your bill to have your car released. You have the right to post a bond in the Circuit Court, payable to (Name of Contractor) in the amount of the final bill for services rendered and file a complaint within five (5) days of the time you have knowledge of the location of the vehicle and the Court will decide later who is right. You must show a valid Clerk's certificate that you have posted bond and your vehicle will be released immediately."~~

"TO THE VEHICLE OWNER If you believe that you have been overcharged for the services rendered, you do not have to pay your bill to get your car. Instead, you have the right to post a bond in the circuit court, payable to [name of person providing service], in the amount of the final bill for services rendered, and the court will decide later who is right. If you show us a valid clerk's certificate showing that you have posted a bond, we must release your vehicle to you immediately. This remedy is in addition to other legal remedies you may have pursuant to Chapter 713, Florida Statutes. If you have a complaint about the way services were provided, you may call the Broward County Environmental Licensing and Building Permitting Division."

#### **Compensation:**

- a. Proceeding the initial month of service, the Contractor shall submit a monthly reconciliation report of services rendered during the previous month along with the Administrative Fee or Charge.
- b. The Contractor shall charge for vehicle towing and/or storage in accordance with the



schedule of rates attached hereto as Exhibit "A": Broward County Towing Fees for Non-Consent Tows, and made a part hereof by reference, as adjusted by Broward County from time to time.

- c. Pursuant to House Bill 133, codified as § 166.04465, Florida Statute as may be amended from time to time, the contractor shall impose and collect a twenty five percent (25%) Administrative Fee or Charge on the registered owner or other legally authorized person in control of a vehicle or vessel on behalf of the city.

**Payment:**

- a. The vehicle owner and/or operator is responsible for payment of charges imposed by the Contractor in accordance with the City's rate structure.
- b. Contractor shall advise any vehicle owner or authorized representative who calls by telephone prior to arriving at the storage site of the following:
  - i. All documents required to retrieve the vehicle;
  - ii. Exact charges as of the time of the telephone call and the rate at which charges accumulate after the call;
  - iii. Acceptable methods of payment; and
  - iv. Hours and days the storage site is open for regular business
- c. Contractor shall itemize all bills; number all bills in correspondence with the applicable Police Department tow sheet number; and submit duplicate copies of the original of bills to the Police Department on the tenth of each month. A copy of these bills shall be attached to the copy of the vehicle storage receipt. THE BILL MUST BE COMPLETELY FILLED OUT.
- d. Contractor shall accept ~~payment from the vehicle owner or authorized representative for charges in any of at least three of the following forms: at a minimum, cash, credit card, and debit card payments from the vehicle owner.~~
  - ~~i. Cash, money order or valid traveler's check~~
  - ~~ii. Valid bank credit card or debit card~~
  - ~~iii. Valid personal check showing the name and address of the vehicle owner or authorized representative~~
  - ~~iv. Clerk certificate of bond~~

**Performance Standards:**

Contractor agrees to provide, on a twenty-four (24) hour basis, seven (7) days a week, employees and sufficient equipment for immediate response to calls from the City for both Police action and Code enforcement tows. For tows involving removal of vehicles from private property without



the consent of the registered owner, operator or person in control of the vehicle, Contractor will make available adequate personnel to staff their facility from 8:00 a.m. to 6:00 p.m., Monday through Saturday for the purposes of releasing vehicles to the owners. Contractor further agrees to post a sign indicating a name and telephone number within Broward County where the operator of the storage site can be reached at all times. Such operator or on-call personnel authorized to release vehicles shall be available at all times, and agrees to respond to Contractor's compound within one (1) hour of being called by the owner or Police Officer.

#### **Performance Review, Site Inspections and Audits**

The City may conduct performance reviews of the Contractor. The criteria to be evaluated will consist of, but not be limited to:

- a. Response times
- b. Complaints
- c. Care and custody of vehicles and owner's possessions
- d. Condition of facilities and equipment
- e. Extent and clarity of records
- f. Conduct of management and personnel

Any deficiencies found will be sent via email by the City's Project Manager to the Contractor. Contractor must respond to such within seven (7) business days in writing. and cure or demonstrate concrete steps to cure the deficiencies within ten (10) business days of receipt of performance review(s).

#### **FLORIDA STATUTE TOWING / STORAGE GUIDELINES**

Contractor will be required to follow the guidelines set forth in Florida State Statute 713.78 as it may be amended from time to time regarding liens for towing and storage.



**ADDENDUM # 3**  
**RFP # FY 2022-2023-001**  
**TOWING SERVICES**

**QUESTIONS AND ANSWERS**

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Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: [www.cohb.org/solicitations](http://www.cohb.org/solicitations).

**QUESTION 1.** In several places you refer to "Broward County Rates" and Statute 713.78 being followed but I see admin fee priced at \$30. Broward County allows \$51.50 also page 15 section D says waiting time can only be charged if we are on scene more than 60 minutes, Broward County says after the first 15 minutes. and your RFP says we have to notify the owner with in 48 hours, Broward County gives us 7 days, Are we following Broward County Rules and prices?

**ANSWER 1:** Please see Addendum # 2.

**QUESTION 2.** Page 11- Service Requirements (I) - Owner Notification - the RFP states that registered owners or agent should be notified within 48 hours of impound if ownership is listed on the towsheet. The statute 713.78 states that towing services are required to notify the owners/agents one the 7th business day. Why wouldn't we stick with the statute to keep everything uniform with notifying all owners/agents within the same timeframe, instead of two sets of rules?

**ANSWER 2:** Please see Addendum # 2.

**QUESTION 3.** Page 14-15 (Towing Charges) - According to the contract it says we are allowed to charge surcharges for "winching from sand, turnovers, and removal from water". But "no separate or additional charges will be permitted for any other services, including but not limited to, use of dollies, flatbeds, waiting time, overtime, labor and equipment". If we are following statute 713.78 and the Maximum Nonconsent Towing Rate Summary table provided by Broward County, we should be allowed to charge for these under the labor charges.

**ANSWER 3:** Please see Addendum # 2.

**QUESTION 4.** Page 15 - Section (c) - Administrative Charges - Again, referring tot he Maximum Nonconsent Towing Rate summary table provided by Broward County, it allows for an administrative charge of \$51.50, RFP states \$30.00?

**ANSWER 4:** Please see Addendum # 2.

**QUESTION 5.** The second paragraph on page 3 is utilizing F.S. 715.07. This statute only deals with private property tows and was not written for governmental tows. Please confirm that this Section was referenced in error. As it relates to government tows the storage site proximity is not defined by law, and in fact, most municipal vendors have several lots that they utilize for storage. This is done to not only ensure that investigative tows are in a secure location, but also to ensure storage capabilities. Please confirm that as long as the vehicles are stored in Broward County that it satisfies the City's requirement, or within 10 miles of the City's closest City limit, that it satisfies this requirement.

**ANSWER 5:** The section was referenced due the to City required tows from parking lots and not Police tows during accidents and investigations. Vehicles must be stored, per ordinance, within 10 miles from any point in the city and within Broward County.

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TOWING SERVICES

**QUESTION 6.** On page 4 (c) the City is only requesting indoor storage of 2 vehicles. What happens if the City needs additional indoor storage?

**ANSWER 6:** This is the minimum required to be dedicated to the City, not how much indoor storage the facility has total.

**QUESTION 7.** On page 5 (k) the procurement references the use of Tavis. Tavis went out of business more than 10 years ago. In addition, the Florida Statute changed to require a third party provider for lien work. This information is now stored in a special system approved by the state. As such, it cannot be stapled to the invoice. Please confirm that this requirement will be eliminated.

**ANSWER 7:** Please see Addendum # 2.

**QUESTION 8.** On page 6 (s) the City desires tire changes for \$10. That amount is unrealistic and does not even cover the cost for such service. Would the City be willing to increase the fee?

**ANSWER 8:** No, this is the City's rate within the current RFP.

**QUESTION 9.** On page 7 (a) The City is requiring 4 Class A wreckers and it appears another 4 slide back carriers. For a total of 8 Class A vehicles. Please confirm that we are reading this correctly that 8 Class A Wreckers are required. In addition, most quality towing companies minimized the use of Class A standard wreckers years ago as a result of all wheel drive vehicles, vehicles with computer braking systems, and theft protection. Instead, most companies use slide backs as the majority of the fleet. When utilizing slide backs in garages, the new technology uses wheel lifts to bring the vehicles outside of the garage to be towed. The language provided is antiquated. Please confirm that 8 Class A wreckers that can include all or a majority slide backs, which is the preferred method of towing vehicles today. In addition, can you please confirm that the equipment listed at the bottom of page 7 and 8 are required items.

**ANSWER 9:** Please see Addendum # 2.

**QUESTION 10.** Page 6 (o), City owned vehicles require towing at no charge in Dade, Broward and Palm Beach Counties. This is a huge free towing radius, which could take a driver off the street for several hours. Please advise if the City is willing to reimburse for a mileage charge of a commercially accepted rate. This would just cover the cost of performing the service. Of course, we agree that any tows within the City should be performed at no additional cost.

**ANSWER 10:** In this RFP for towing, any tow of City owned vehicles will be towed for free within the tri-county area. While this service is not utilized often, it is a prerequisite of the contract.

**QUESTION 11.** On page 8. This language does not meet industry standards. Flatbeds, or as you call them slide backs, only come with 3/8 or 1/2 inch cable. The Class D comes with 3/4 cable. Please clarify that the standard equipment is allowed.

**ANSWER 11:** Please see Addendum # 2.

**QUESTION 12.** Page 9 (b) requires a ringdown line with a power backup. My client services more than 10 governmental agencies and has no idea what this means. We called the Sunshine State Towing Association and they have no idea what this means. Please either amend this language or advise the intent.

**ANSWER 12:** Please see Addendum # 2.



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TOWING SERVICES

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**QUESTION 13.** Page 9 (c) it is doubtful that law enforcement will ever sign a document permitting indoor storage. Instead, it should be up to the operator, who has the liability, to determine if the vehicle needs to be stored indoors, and charged in accordance with the Broward County rate schedule. In addition, taking a vehicle off hold does not mean that it should be placed outdoors. One has nothing to do with the other. The County has established a rate, which should be followed in all instances.

**ANSWER 13:** Please see Addendum # 2. The Police Department will notify the tow company once the vehicle can be released and from that point the company can place the vehicle indoors or outdoors. As for other tows the department does not make the determination of what type of storage the tow company uses.

**QUESTION 14.** Page 9 (d) it is doubtful that law enforcement will ever sign a document allowing a towing vendor to move a vehicle. The law enforcement department should not be micromanaging the day to day business of a quality towing operation. Again, this is a liability issue for the vendor. Please eliminate this provision.

**ANSWER 14:** Please see Addendum # 2. As for non-investigatory tows, it is up to the tow companies discretion as to the storage area for vehicles.

**QUESTION 15.** Page 14 and 15 conflict with the County's rate schedule. This needs to be removed and the City should comply with the County's rate schedule to avoid issues and to have a full mechanism for resident complaints. The County has worked hard to set rates Countywide to avoid price disparity and issues at the window. The goal was to avoid every municipality setting their own rates.

**ANSWER 15:** Please see Addendum # 2.

**QUESTION 16.** Page 16 (m) should follow the County's requirements and not implement a new requirement. Please eliminate this requirement.

**ANSWER 16:** Please see Addendum # 2.

**QUESTION 17.** Page 17(d) the County has payment requirements that must be followed. In addition, the County does not require vendors to take checks since they can easily be forged or cancelled. Further, please advise where someone can get a traveler's check for payment. This language is antiquated and should follow the County's mandated language.

**ANSWER 17:** Please see Addendum # 2.

**QUESTION 18.** Page 19 still refers to the private property statute and not governmental tows. This relates back to number one. We assume this means 10 miles from the closest City limit. Please confirm.

**ANSWER 18:** The section was referenced due the to City required tows from parking lots and not Police tows during accidents and investigations. Vehicles must be stored, per ordinance, within 10 miles from any point in the city, within Broward County.

**QUESTION 19.** Finally, your insurance requirements are too low and do not comport with new industry standards. You actually have it written backwards. You want 1 million for auto and 2 million for commercial general liability. Generally these policies mirror each other. We assume it should read 2 million for each or 2 million auto and 1 million for commercial general liability. Please advise.

**ANSWER 19:** No change.

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TOWING SERVICES

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**PLEASE NOTE RECEIPT OF ADDENDUM # 3 BY COMPLETING 'FORM P: ACKNOWLEDGEMENT OF ADDENDA' WITH YOUR FIRM'S SUBMISSION.**

Code of Ordinances, Chapter 23 Procurement, Section 23-14 Cone of Silence – imposes a Cone of Silence for City purchases of goods and services. The Cone of Silence means prohibition on any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the city's staff including, but not limited to, the city manager and his/her staff; the evaluation/selection committee; the mayor; and the city commission and their respective staff. The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the Commission/Board of Directors takes any other action which ends the solicitation. Should any firm contact you, please direct the communication to the Procurement Department at (954) 457-1333.

**FORM Q: REFERENCE FORM**

**Please note that the two (2) references provided below must be the same as the projects/contracts provided for response to MQR # 4. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.**

<b>RFP # FY 2022-2023-001 TOWING SERVICES</b>			
<b>PROPOSING FIRM'S NAME(S):</b> City of Tamarac			
<b>PROJECT NAME:</b> City Contract for Towing Services			
<b>NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:</b> WestWay Towing INC			
<b>Name of reference:</b>	Keith Glatz, NIGP-CPP, CPPO	<b>Phone:</b>	(954) 597-3567
<b>Title of reference:</b>	Purchasing & Contracts Mgr.	<b>E-mail Address:</b>	keith.glatz@tamarac.org
<b>Company/Employer:</b>	City of Tamarac		

**Please answer the following questions regarding services provided by the Proposer named above.**

1. Provide detail information about the level of commitment of the Contractor to your Project. Did the Contractor devote the time, and personnel necessary to successfully complete the entities needs?

Westway Towing has provided exemplary service to the City. We have been working with their firm for many years, and recently awarded another Franchise Agreement to them effective at the beginning of August, 2022 via our RFP 22-17R. We would highly recommend Westway Towing for Towing Services.



2. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

Westway staff provide competent towing services, and the City has received no complaints regarding any issues related to towing. We have had no issues with supervising or operational staff.

3. Provide detail information about the Firm's response time as required by your Agreement. Where there ever any issues and why.

Westway responds within the timeframes required under the City's Agreement. We have received no notifications regarding any late or delinquent responses

4. Provide detail information about the Firm's success at minimizing any issues.

The City does a good job minimizing issues, as we have not received any complaints about Westway's service here at the City, either by City staff or by the City's elected officials.

5. Provide detail what type of service the Firm provided? How satisfied are you with the result?

The City is highly satisfied with the service provided by Westway Towing, and would recommend the firm to others looking to have them perform same or similar services for their entity.

6. Would you consider this Firm for this type of work in the future?

Yes we would

**ADDITIONAL COMMENTS:**

The previous comments speak for themselves. Westway has provided excellent performance for our city.

<b>PERSON PROVIDING REFERENCE (PRINT NAME):</b>	Keith K. Glatz, NIGP-CPP, CPPO
<b>PRINT TITLE:</b>	Purchasing & Contracts Manager

SIGNATURE: Keith K Glatz Date: 11/30/2022

**FORM Q: REFERENCE FORM**

**Please note that the two (2) references provided below must be the same as the projects/contracts provided for response to MQR # 4. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.**

<b>RFP # FY 2022-2023-001 TOWING SERVICES</b>			
<b>PROPOSING FIRM'S NAME(S):</b> City of Wilton Manors Police Department			
<b>PROJECT NAME:</b> City Contract for Towing Services			
<b>NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:</b> Westway Towing, Inc.			
<b>Name of reference:</b>	Darren Brodsky	<b>Phone:</b>	(954)390-2155
<b>Title of reference:</b>	Assistant Chief of Police	<b>E-mail Address:</b>	dbrodsky@wmpd.org
<b>Company/Employer:</b>	Wilton Manors Police Department		

**Please answer the following questions regarding services provided by the Proposer named above.**

1. Provide detail information about the level of commitment of the Contractor to your Project. Did the Contractor devote the time, and personnel necessary to successfully complete the entities needs?

Westway Towing has provided above average response to all requests for service.



2. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

The firm's supervising personnel are always accessible and available.

3. Provide detail information about the Firm's response time as required by your Agreement. Where there ever any issues and why.

Average response time was 16 minutes. No issues - under the 20 minute required.

4. Provide detail information about the Firm's success at minimizing any issues.

Westway management and supervisors are responsive to requests for assistance.

5. Provide detail what type of service the Firm provided? How satisfied are you with the result?

WMPD is very satisfied with the towing services provided by this company.




6. Would you consider this Firm for this type of work in the future?

Yes

**ADDITIONAL COMMENTS:**

Westway Towing is also a community sponsor and involved in community events.

<b>PERSON PROVIDING REFERENCE (PRINT NAME):</b>	Darren Brodsky
<b>PRINT TITLE:</b>	Assistant Chief of Police

**SIGNATURE:**  #295 **Date:** 12-1-22

# WESTWAY TOWING



"THE RIGHT AND ONLY WAY"

## TAB 5

### QUALIFICATIONS AND EXPERIENCE



## **QUALIFICATIONS & EXPERIENCE**

(A)

WestWay Towing has provided Towing Services in Broward County for over thirty years years. We provide similar Towing Services to the Cities we service with the same complexity as the needs of the City of Hallandale Beach Towing Specifications. The Cities we are presently providing these same services are: The Cities of Sunrise, Tamarac, Lauderhill, Lauderdale Lakes, North Lauderdale, Weston, Unincorporated Broward County, the City of Fort Lauderdale, Miccosukee Tribe and Wilton Manors, the Florida Highway Patrol for I-95, I-595, I-75.

WestWay Towing handles all of the BSO Dive Team recoveries in Broward County. We handled these recoveries for the past eighteen years because of our specialized equipment available for the dive team, and the training we have received working with them. We have never had any accidents during these underwater recoveries, and no Police Divers have ever been harmed. Westway Towing fulfilled the huge requirement of emergency equipment and training that was necessary to be put on the Governors Open Roads Policy for the I-95 Risc team. This emergency police work is on a response time evaluation for every call we do, because bonus dollars are paid for timely service. This contract requires Certified Towing Operators to the highest degree, as well as Haz-Mat and MOT certifications. We have made our bonus 97% of the calls we have handled. This is 24 hours a day, seven days a week.

(B)

Brett Holcombe President, and Darren Wells Vice President will be assigned to the City of Hallandale Beach point of contact list and will have authorization to make representations and agreements on behalf of the firm.

(C)

The following list below is our current government clients with current contracts within the past 6 years. The list provided is for Citywide Towing Services providing the same scope of services as the ones outlined in this RFP.

City of Boca Raton (\$70.00 per tow), City of Delray Beach (no amount paid), City of Fort Lauderdale (25 percent of tow hookup), City of Hillsboro Beach (no amount paid), City of Lauderdale Lakes (\$20,000 per year), City of Lauderhill (60,000 per year), City of North Lauderdale (\$39,500), City of Pembroke Pines (25 percent of tow hook up), City of Sunrise (93,332.00 per year), City of Tamarac (25 percent of tow hook up), City of Wilton Manors (\$35,000 per year), and Miccosukee Tribe (15 percent of tow hook up).

(D)

### **DISPATCH AND COMMUNICATION SYSTEM**

WestWay Towing has created the most technologically advanced dispatch system in the Towing Industry. Our drivers use communicating tablets that have IP addresses in them so through applications we can send the call directly to the driver. He or she will accept the call. By accepting the call, it time stamps the dispatch screen. When the driver arrives at the scene he pushes arrive and it time stamps the dispatch screen. Hooked, Enroute, Dropped, and Cleared works the same way. The driver can also scan the vin plate which automatically enters the year, make, and model. The driver will also take four pictures of the vehicle to show any old damage that was on the car.

Communication is done electronically. Contract rates are programmed into the management system and by acknowledging the correct times on scene, the invoice is automatically calculated so there is no guessing of pricing for services by the driver. We are also creating response time reports at the same time.

We know how important **HOLD** cars are to special investigations. Handling these types of storage situations are a task. If your investigator puts a special **HOLD** on the vehicle, our management system throws a large **HOLD** on the front of the information screen so if anyone comes to our facility and tries to release this **HOLD** vehicle, our office personnel will automatically call the investigator to confirm the release.

(E)

### **WESTWAY TOWING LOCATIONS**

3681 W Oakland Park Blvd Lauderdale Lakes, Florida 33311 (Corporate Office)

775 NW 5<sup>th</sup> Ave Fort Lauderdale, Florida 33311 (Fort Lauderdale Hub)

3330 Burriss Road Davie, Florida 33314 (Davie Hub)

2340 S State Road 7 Miramar, Florida 33023 (Miramar Hub)

2571 W Hillsboro Blvd Deerfield Beach, Florida (Deerfield Hub)

1700 NW 1<sup>st</sup> Ave Boca Raton, Florida 33432 (Boca Hub)

(F)

<b>Broward County, Florida</b> <small>Regulated Businesses Section</small> <b>CONSUMER PROTECTION DIVISION</b>			
<b>Board of County Commissioners, Broward County, Florida</b> <b>Regulated Businesses Section</b>			
<b>Vehicle Towing - Consent and Non-Consent</b> <b>Regulatory License</b>			
<small>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 20-185. Said license is not transferable and may be suspended or revoked as provided by law.</small>			
<b>Issued To:</b> <b>WESTWAY TOWING, INC.</b> <b>3681 W OAKLAND PARK BLVD</b> <b>LAUDERDALE LAKES, FL 33311</b>			
<b>01/06/2022</b> <small>Effective Date</small>	<b>12/31/2022</b> <small>Expiration Date</small>	<b>TI-00004</b> <small>License Number</small>	<b>Jeff Halsey</b> <small>Director</small>

(G)

To ensure the safe transport of any individuals towed, WestWay Towing conducts a pre-employment background check, drug test, and Driver License checks on all certified tow truck drivers and office employees. In addition, each Certified tow truck drivers license is check on a monthly basis by our staff to ensure nothing has change and that it is vaild. WestWay also will submit a copy of all Driver Licenses to the City of Hallandale Beach for an annual driving history review. WestWay Towing is a drug free work place, and does random drug testing monthly through human resources.



# WESTWAY TOWING



"THE RIGHT AND ONLY WAY"

**TAB 6**

**SIZE, CONDITION AND LOCATION OF FLEET**

## **WESTWAY TOWING SIZE, CONDITION AND LOCATION OF THE FLEET**

(A)

WestWay Towing is equipped with the Finest Commercially Manufactured Equipment available, and at any time can handle any type of Recovery or Wrecker situation that could occur in the City of Hallandale Beach.

Our vehicles are maintained and inspected daily. Each driver is responsible to check the vehicle prior to his day of work. Any equipment problem discovered, or maintenance required is reported to dispatch immediately. All trucks are serviced every 7,500 miles by a mechanic who is a full-time employee and a certified ASE mechanic. This includes hydraulics, brakes, and all fluid checks. It is important that our image is as good as our service. We have been selected four times by TOW TIMES Magazine which is the main magazine that recognizes the Towing industry across the country.

WestWay Towing owns 100 percent of our fleet. Our Wreckers and Flatbeds are turned over every three to four years depending on the value and type of depreciation that was financially chosen on the specific vehicle at the specific time. We keep our trucks in top condition which provides for higher trade in values. WestWay Towing owns more specialized Towing and Recovery Equipment then most Towing operations in the State of Florida. This equipment is available 24 hours a day, seven days a week like all our other equipment. We own a Volvo Loader L120 with a bucket and forks that will assist in cleaning up any spill or merchandise that penetrates the roads in the city.

We own a bobcat with a sweeper, forks, and bucket to assist in cleanup as well.

We have an environmental truck for use of recovering spilled fuels and other liquids.

We have two motorcycle trailers, one indoor and one outdoor for transporting the Police motorcycle units as well as the public if requested. We have two 54-foot Lan-doll rollback trailers for transporting an airplane or the City Fire Engines. We have four Lowboys for the Cities heavy equipment with height and overweight permits. We have a 53-foot enclosed trailer for offloading the merchandise from a rolled over tractor trailer. We have a dump trailer as well as 10, 20, 30, 40-yard containers with our sister company to help with the removal of garbage from an accident scene, or hurricane cleanup.

(B)

WestWay Towing employs over 70 employees and continue to grow from that on a daily basis. Normal day to day operations with scheduling of drivers we always take in to count drivers calling out sick, employee vacations, and or appointments. When this

happens, we always have a weekly list already established of drivers the are currently off that will come in for overtime. WestWay will always keep a truck in the City of Hallandale Beach staged at Hallandale and I-95. Once a call is dispatched to that unit, the next closet truck will be dispatched to the staging are for coverage. The City of Hallandale Beach Will never be not covered with unit being rotated into the city once a call for Hallandale goes out.

17	2019	Peterbilt	337 Flatbed	2NP2HM6X5KM499292	E6693D
144	2019	Peterbilt	337 Flatbed	2NP2HM6X3KM499291	E6692D
146	2019	Peterbilt	337 Flatbed	2NP2HM6X3KM499338	E6461D
148	2019	Peterbilt	337 Flatbed	2NP2HM6X9KM499358	E8597C
149	2019	Peterbilt	337 Flatbed	2NP2HM6X6KM612506	E5136E
150	2019	Ford	F550SD Wrecker	1FDUF5HT6KED30657	E5911D
151	2019	Peterbilt	389 Rotator	1NPXL40X6KD275144	E9011D
152	2019	Peterbilt	337 Flatbed	2NP2HM6X8KM632028	GNQZ95
153	2019	Ford	F550SD Wrecker	1FDUF5HT8KED30658	E5916D
154	2019	Ford	F450SD Wrecker	1FDUF4GT2HEC48168	E6765D
155	2020	Kenworth	T880 Wrecker	1NKZL49X4LJ387123	E7222D
156	2019	Ford	F450SD Wrecker	1FDUF4GT6KDA02026	E3350D
157	2019	Ford	F450SD Wrecker	1FD0X4GT9KEC51832	E4592E
158	2019	Ford	F450SD Wrecker	1FDUF4GT0KDA02023	E2153E
159	2020	Peterbilt	337 Flatbed	2NP2HM6X3LM651832	E5991E
160	2021	Peterbilt	337 Flatbed	2NP2HJ7X6MM734055	E6395E
161	2020	Ford	F450SD	1FD0X4GT7LEC57923	D4593C
162	2012	Freightliner	M2	1FVACWDT6CDBK4412	P4306B
163	2021	Peterbilt	337 Flatbed	2NP2HM6X4MM717578	E6747D
164	2019	Chevrolet	Silverado MD Wrecker	1HTKHPVK7KH885373	D9622C
165	2020	Ford	F550SD Wrecker	1FD0X5GT3LED13636	E7303E
166	2021	International	MV607	1HTEUMML1MH655302	E6691D
167	2021	Peterbilt	337 Flatbed	2NP2HM6X2MM717577	E6748D
168	2021	Peterbilt	337 Flatbed	2NP2HM6X4MM765940	E8999E
169	2021	Peterbilt	337 Flatbed	2NP2HM6X6MM765941	E8997E
170	2022	International	Auto Flatbed	1HTEUMML7NH253463	E9266E
171	2021	Dodge	5500 Wrecker	3C7WRMBLXMG684168	E9289E
172	2021	Dodge	4500 Wrecker	3C7WRKALXMG586344	DCH4909
173	2022	Peterbilt	337 Flatbed	2NP2HM6X4NM775157	D1462D
174	2022	International	Auto Flatbed	1HTEUMML0NH561428	87DDGY
175	2021	Peterbilt	389 Rotator	1NPXX4TX4MD716059	E6725E
176	2022	Dodge	4500 Wrecker	3C7WRKAL8NG275030	
515	2015	Peterbilt	567 Tractor	1XPCP4EX5FD307041	GLYX31
518	2016	Peterbilt	579 Tractor	1XPBD79X9GD325379	KXYP59



519	2011	Peterbilt	365 Tractor	1NPSLU9X7BD124780	N9808Z
520	2020	Kenworth	T880	1XKZD40X9LJ428863	QHLA06
521	2013	Kenworth	T680	1XKAA48X9DJ365257	68BVIV
T10	2017	Landoll	Lowboy Trailer	1LH855WJ1H1E24554	6659CU
T11	2019	Trailking	Trailer	1TKJ05332KY108723	6808CV
T3	2005	Anderson	Trailer	4YNGN29295C031696	HBGC31
T7	2015	Manix Hale	Trailer	2M5121464F1148327	6939CP
T8	2015	Fontaine	Trailer	57JE52308F3572358	7069CP
T12	2022	Seibert	60 Ton Trailer	5DDKE2633N1069303	QA85IK
T12 (A)	2022	KS	Flip Axle Trailer	5DDKB0510N1067327	QA12GW
T12 (B)	2022	KS	Tandem Axle Trailer	5DDKJ2929N1069384	QA86IK
T12 (C)	2022	KS	Intermediate Axle Trailer	5DDKB0510N1069305	QA87IK
T13	2022	Dorsey	Stepdeck Trailer	7KYDC5320NED34098	
T14	2023	Landoll	Trailer 440-B	1LH435WH571A15506	0450CN
T15	2023	Doonan	53 foot Deck Trailers	1D9BG5337P1609580	

### EXTRA EQUIPMENT

WestWay Towing currently has a special response unit, this unit carries all types of tools, saws, brooms shovels, pallet of oil dry, cribbing, extra straps, a fuel machine to suck out fuel from vehicles or tankers, 50-gallon drums, hazmat kits, street blower, bobcat, bucket, sweeper, and forks. This unit can be requested 24 hours a day and usually responds to all major incidents in the County.

Enclosed cold and hot 53-foot trailer

Dumpsters 10, 20, 30, or 40 yard

Grapple Truck

Front end loader with bucket and forks

Westway currently has been a Tesla network provider for the past 5 years serving Palm Beach and Broward. We do know that sometimes electric vehicles get stuck in small garages where trucks cannot fit. We are very capable of going into any garage with go-jacks, and dollies to retrieve any electric vehicle. WestWay agrees to purchase an eastract within 10 days of award of contract.

# WESTWAY TOWING



"THE RIGHT AND ONLY WAY"

**TAB 7**

**APPROACH TO THE PROJECT**

# APPROACH TO THE PROJECT

## SITE CLEAN-UP

All our vehicles have the necessary equipment to clean up any accident scenes. Brooms, shovels, absorbent material, and buckets to take away any debris caused at an accident scene. All our drivers have worked these types of scenes and have the knowledge to open the road quickly, as well as clean the streets so no additional liability is left to potentially cause another accident. WestWay Towing has three 50-gallon containers that we use to get rid of materials that should not be dumped in regular dumpsters. These containers are picked up by a licensed waste disposal vendor that we pay, and we receive manifests to coincide with the waste disposal laws. For the larger accident scenes WestWay Towing has a bobcat with attachments, and a Volvo L120 loader with a bucket and forks. We also have an environmental suction truck to clean up any fuel leaks. We have dumpsters available 24 hours a day, 7 days a week with Wasteline Solutions.

## CODE ENFORCEMENT AND VEHICLE NOTIFICATION

WestWay Towing has handled Code Enforcement Services with all the Cities we service exclusively. Our vehicle notification system keeps us up to date with Florida State Statutes. Our vehicle notification process is computerized and is directly connected to the State of Florida Department of Motor Vehicles. This allows immediate owner information and the ability to notify them of the whereabouts of their vehicle. Our management system automatically sends out the necessary certified letters. We can go back 7 years to get information on all the cars that have been disposed of. Our lien process department will have direct communication with your code compliance division. Patricia Woodward is always your contact, and she can be reached at (954) 731-1115. Patricia has handled well over 450,000 cars and is well known with all the special auto task force agencies for her diligent work ethics.

## STORAGE FACILITY FOR SERVICING THE CITY OF HALLANDALE BEACH

Our main location for servicing the City of Hallandale Beach Citywide Towing contract is in the City of Miramar located at 2340 S State Rd. 7, Miramar Florida 33023. **(2.5 miles from Hallandale Beach City Limits)** Our facility is completely enclosed by a six-foot wall with room for over 200 cars outside, and an indoor storage area for those vehicles requiring protection from inclement weather, or special investigative holds that can store 40 vehicles indoors.



We have video cameras and recorders for added security as well.

There is a separate designated area within our facility with a mechanical lift, special lighting, and tools that we make available for vehicles that are being held for crime scene investigations.

We are also capable of helping your Investigators rein-act the accident scene at our site and have the machines available to tear apart the vehicle for an in-depth look. There is an office available for your special investigators as well. These offices have desks, and Wi-Fi, and bathrooms. We also have a locked personal property room that we store valuable property that has been taken out of the car for additional security and protection for the public. Each item is tagged with a decal we have made. Our storage yard is inventoried every week with our management system support. We have never lost a car in 27 years. Our front gate is managed by our office and yard man.

### **WHO WILL BE RESPONSIBLE FOR THE PROVISION OF SERVICES?**

#### **OWNER OPERATOR**

#### **LIASON TO ALL GOVERNMENT CONTRACTS**

BRETT HOLCOMBE

**VICE PRESIDENT  
BROWARD COUNTY OPERATIONS  
DARREN WELLS**

**CHIEF TECHNOLOGY OFFICER  
NETWORK ADMINISTRATOR  
SYLVESTER C SPINETTA III**

**AUCTION &  
LIEN PROCESSING  
PATRICIA WOODWARD**

**OFFICE MANAGER  
DANIELLE BUDAU**

**HEAVY DUTY TOWING  
DRIVERS SUPERVISOR  
BRETT HOLCOMBE**

**DISPATCHERS  
DRIVERS  
YARD SUPPORT  
DARREN WELLS**

**ACCOUNTING OFFICE  
REPORTS COORDINATOR  
NIKIA CRUMITY**

**Brett Holcombe: President**

**31 years with WestWay**

DL # H425-202-59-004-0

Over Forty years' experience in the Towing Industry

Business Management Degree; University of North Carolina

Experience in overturned vehicles, Class A, B, C, D

ASE Certified mechanic with 10 years in motor club towing

AAA service award winner

Extensive experience with Police Agencies in handling emergency situations.

**Darren Wells: Vice President Broward Operations**

**16 years with WestWay**

DL # W420-177-83-4490-0

Trained and experienced in distinguishing priority calls

Maintains all call logs for up to the date information

Handles customer / resident inquiries / and Police Fire Relationships

Works with Fire and Police Training Classes. Supplies all vehicles

Experienced in Class A, B, C, D, MOT Certified, DOT Cert 2,

Extensive experience with Police Agencies in handling accident scenes

Instructs safety classes monthly to all employees to improve company standards

**Kevin Piller: Vice President Palm Beach Operations**

**15 years with WestWay**

DL # P460-510-70-149-0

Over Thirty years in the Towing Industry

Experience in overturned vehicles, Class A, B, C, D

Keeps Training up to date for entire Company

**Danielle Budau: Office Manager HR.**

**5 years with WestWay**

Familiar with all operations of Towing Business

Handles scheduling of all office personnel and payroll

Interacts with all contract administrators to fulfill all Towing reports

Oversees all towing tickets and verifies pricing is per contract rates

**Patricia Woodward Office Liens Manager**

**20 years with WestWay**

Familiar with all operations of Towing Business

Special expertise in vehicle disposal requirements, documents, and logs.

Coordinates Law Enforcement with stolen vehicle information and HOLD vehicles.

Interacts with computerized DMV services to provide vehicle ownership information

**Sylvester C Spinetta III Chief Technology Officer**

**17 years with WestWay**

Full-time network administrator working 24/7/365 to maintain 99.9% uptime.

All systems are critical to keep the municipalities with towing contracts serviced with the lowest response time possible. I run the online Customer Service Program, the Electronic

Dispatch System, all Westway Towing's communications, and the VOIP phone system. I also monitor the daily system reports to ensure everything runs smoothly.

One of my most important jobs is Customer Satisfaction. We utilize the lead industry software to track and get feedback from active customers. The software makes reputation management simple and effortless with automated reporting, social sharing, and the ability to integrate with our dispatch, email system and social networking platform so that reviews just happen.

Every time a tow is closed out in our dispatch software, our system automatically sends



customers a feedback request via SMS text message asking them to please rate their experience. Customers are encouraged to share their reviews publicly on Google and Yelp. The operations management component of the software becomes a great way to hold staff accountable to their job and provides opportunities to set up incentive programs to motivate drivers and dispatchers to do a good job. Happy customers are what everyone wants, and our current review rating is 4.86 out of 5 stars.

### **Tow Truck Operators:**

WestWay Towing employs forty - five driver's full time. All drivers need to be approved by our insurance company before they can even step foot in one of our vehicles. We run a complete day shift as well as a minimum 12 truck night team. Drivers are paid hourly with overtime pay. We do not pay commissions because we learned most companies that pay commissions when their drivers come out at night after working all day, will find invoices overpriced because the driver wants to get paid better for coming out again.

All our new drivers get a background check and are interviewed by a minimum of two managers. We understand we are responsible for each employee so we offer training, will pay for updating their license to a higher class of driver responsibility. We believe in paving the path of success for all our employees.

Fourty-five operators that are trained and skilled to coordinate the prompt performance of their services with and as directed by local law enforcement. All drivers are trained and skilled in the effective operation of their wreckers. They are also experienced in evaluating and providing the services necessary for the removal of overturned vehicles, crushed vehicles, and submerged vehicles.



# WESTWAY TOWING

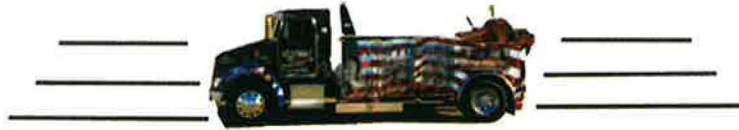


"THE RIGHT AND ONLY WAY"

**TAB 8**

**(2) REFERENCES**

# WESTWAY TOWING



**"THE RIGHT AND ONLY WAY"**

**City of Tamarac**

**7525 NW 88<sup>TH</sup> Ave**

**Tamarac, Florida 33321**

**Keith Glatz-Contracts Manager**

**[Keith.glatz@tamarac.org](mailto:Keith.glatz@tamarac.org)**

**954-597-3567**

**City of Wilton Manors Police Department**

**2020 Wilton Drive**

**Wilton Manors, Florida 33305**

**Asst. Chief Darren Brodsky**

**[dbrodsky@wmpd.org](mailto:dbrodsky@wmpd.org)**

**954-390-2155**

**Both completed Form Qs are under Tab 4 Required Forms**

# WESTWAY TOWING



"THE RIGHT AND ONLY WAY"

**TAB 9**

**CORPORATE OFFICER BIOS/LETTERS**



# WESTWAY TOWING



**Brett Holcombe**  
*President/CEO*

## Westway Towing Role

Brett Holcombe is the President and CEO of Westway Towing, Inc. While overseeing all aspects of the day to day company operations and growing his fleet to over 50 trucks and other equipment, he maintains a close relationship with law enforcement and fire rescue in multiple cities. Brett believes his staff must uphold the same high level standards as he does focusing on customer service which has led Westway Towing to be awarded several municipal contracts.

## Experience

Brett has been in the towing and automotive industry for over 40 years. In 1983 he started his career in Florida with US Garage in Sunrise Florida where he drove a tow truck was an ASE Certified mechanic servicing all aspects of automotive repair. In 1996 he became a TRAA certified tow operator (Level I, II, III), received AAA Tow Operator Award 5 times and GM Service Award for Excellence. He has knowledge of operating all types of tow trucks including flat beds, wheel lifts, medium duty, heavy duty and rotators.

In 1991 Brett started his career with Westway Towing focusing on gaining new business and private property accounts and maintaining the fleet. Because of Brett and his management teams dedication and hard work, Westway is one of the only tow companies to be awarded multiple municipal towing contracts including Florida Highway Patrol, City of Fort Lauderdale, Wilton Manors, Lauderhill, North Lauderdale, Tamarac, Sunrise, Weston and RISC provider for the Florida Turnpike FDOT District 4 which allows Westway Towing to respond to vehicle accidents while working directly with law enforcement to clear the scene of accidents and preserve any evidence.

Over the years, Brett has built close working relationships with city officials, fire chiefs, fire fighters, sheriffs and police officers. He donates vehicles to the City of Ft. Lauderdale, Davie, Hallandale Beach, North Lauderdale, Tamarac, Sunrise, Margate, Hollywood, Weston and the Seminole Tribe to help cross train the fire fighters in the extraction process. He was recently on the news for donating a vehicle to a breast cancer fighter who had her car stolen with her dog inside all while searching for a place to live.



## Certifications/Memberships

- North American Towing Academy
  - Light Duty, Medium-Duty & Flatbed
- Wes Wilburn Ultra Heavy-Duty Operator
- SSTA Ultra Heavy-Duty Operator
- S.T.A.R.S. Ultra-Heavy Duty
- Wreckmaster Rotator Certified
- FEMA
  - Hazardous Materials
  - Incident Command Training
  - National Incident Response
  - National Incident Management
- FDOT National Traffic Incident Management Responder
- FDOT RISC contractor for Florida Turnpike in Dist 4
- American Towman Academy Award
- Member PWO
- Member SSTA
- Miller Industries Factory Rotator Operator
- Member of Broward League of Cities
- Member of Broward County Boys and Girls Club Cattleman Association
- President Broward County Airboat Halftrack Conservation Club 2012-2018
- Lead Heavy Duty Training Instructor

# Darren Wells – Vice President of Operations

email: towtilsunrise@gmail.com

## **Experience:**

- 17 years working in the towing industry.
- Manage over 50 trucks and 13 city towing contracts.
- Oversee and supervise all day-to-day operations.
- Police and fire liaison for all city contracts Westway Towing services.

## **Memberships**

- Sunshine Towing Association
- CERT
- MADD
- President of Dive Institute of South Florida,
- Member of Fort Lauderdale Fire Benevolent,
- Sponsorship Coordinator for Fort Lauderdale Fire Training Expo
- South Florida Rehab and Emergency Support Team that provide Canteen Services to all police and fire departments throughout Broward and Palm Beach Counties.
- Florida Sheriff's Association

## **Awards and Certifications**

- Lifesaving award by the Palm Beach County Sheriff Office in 2006
- A Community Service of the year award in 2016 by Broward County Fire Counsel.
- CERT certified.
- PADI certified.
- Certified open water diver.
- Tracker Management Advanced Training.
- Palm Beach County Sheriff's IP Course.
- CPR/First Responder.
- Certified Light-Duty, Medium-Duty, Heavy-Duty Tow Operator.
- Traffic Incident Management (SHRP2).
- FEMA Incident Command for Health Care/Hospitals.
- FEMA National Response Framework.
- FEMA Single Resources and Initial Action for Incidents.
- FEMA National Management Systems.
- FEMA Hazardous Materials.
- FEMA Incident Command System for Emergencies.



**Sylvester C. Spinetta III**  
**Westway Towing, Inc.**  
**Chief Technology Officer**



**March 23<sup>rd</sup> 2022**

### **SUMMARY OF QUALIFICATIONS**

Since 2005 I have been the full-time network administrator for Westway Towing working 24/7/365 to maintain 99.9% uptime. All systems are critical to keep the municipalities with towing contracts serviced with the lowest response time possible. For the last 17 years I have run the online Customer Service Program, the Electronic Dispatch System, all Westway Towing's communications, and the VOIP phone system. I also monitor the daily system reports to ensure everything runs smoothly. Since 2005 I have watched Westway Towing grow and for this reason I felt it would be a good investment for the future and the reason I decided to become a partner. Great people and a great business plan are what I like about the company. I have always been involved with Westway Towing and look forward to many more years.

One of my most important jobs is Customer Satisfaction. We utilize the lead industry software to track and get feedback from active customers. The software makes reputation management simple and effortless with automated reporting, social sharing, and the ability to integrate with our dispatch, email system and social networking platform so that reviews just happen.

Every time a tow is closed out in our dispatch software, our system automatically sends



customers a feedback request via SMS text message asking them to please rate their experience. Customers are encouraged to share their reviews publicly on Google and Yelp. The operations management component of the software becomes a great way to hold staff accountable to their job and provides opportunities to set up incentive programs to motivate drivers and dispatchers to do a good job. Happy customers are what everyone wants and our current review rating is 4.86 out of 5 stars.

**EDUCATION**

Degree in Networking and Communications from DeVry University.

Major: Networking & Communications, Telecommunications Management A.S. 2000-2003.

Microsoft Certified Partner with expert proficiency in all windows operating systems.

Dell Certified Partner.

Desert Storm US Navy Combat Veteran, and current Quartermaster for VFW Post 4423.

**ACTIVE MEMBER OF THE FOLLOWING ORGANIZATIONS:**

Grand Lodge of New York Free and Accepted Masons, Great Kills Lodge # 912, 21 years

Grand Lodge of Florida Free and Accepted Masons, Acacia Lodge #163 18 years

Palm Beach Consistory Knights Templar 16 years

Shriner's International, Amara Shriners Palm Beach 18 years

Veterans of Foreign Wars, VFW Post 4423

To whom it may concern,

This is to notify you that Westway Towing is an in-network provider for Tesla Motors. They are in good standing with Tesla Motors and a great asset to our team.

If you should any questions, please feel free to reach out to me at the below points of contacts.

Sincerely,

Josh Holloway

Regional Network Manager

johnholloway@tesla.com







*Venice of America*

CITY OF  
**FORT LAUDERDALE**

February 20, 2013

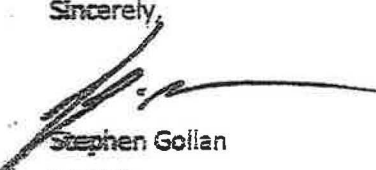
Mr. Darren Wells  
WestWay Towing  
3681 West Oakland Park Blvd  
Lauderdale Lakes, FL 33311

Dear Sir;

Let me take this opportunity, on behalf of the Fort Lauderdale Fire Rescue Department, to thank you and your crew for your generosity. By granting us permission to train at your salvage yard, our newest firefighters were able gain tactile experiences that will ultimately help us to provide a superior service the citizens of Fort Lauderdale.

During our eight hour training session your crew went well out of their way to make sure that all of our needs were met. They provided us with four vehicles and staged them to simulate a realistic motor vehicle accident. This attention to detail allowed our new fire fighters to have hands-on training and demonstrate their ability to operate the tools in a proficient manner.

Sincerely,

  
Stephen Gollan  
Captain  
Fort Lauderdale Fire Rescue  
Training and Special Operations

OFFICE OF THE TRAINING BUREAU AND SPECIAL OPERATIONS  
FORT LAUDERDALE FIRE RESCUE - STATION 53  
2200 EXECUTIVE AIRPORT WAY, FORT LAUDERDALE, FLORIDA 33309  
TELEPHONE: (954) 828-3616 FAX (954) 828-3620  
[www.fortlauderdale.gov/fire-rescue](http://www.fortlauderdale.gov/fire-rescue)

PRINTED ON RECYCLED PAPER



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CITY OF  
**FORT LAUDERDALE**

*Venice of America*

September 17, 2014

Darren Wells  
Westway Towing  
3681 West Oakland Park Blvd  
Ft. Lauderdale, FL 33311

To Darren Wells and Westway Towing Staff,

On September 9<sup>th</sup> and 10<sup>th</sup>, 2014, the Fort Lauderdale Police Bomb Squad recently conducted monthly training at the War Memorial Auditorium in downtown Fort Lauderdale. The members of the Fort Lauderdale Police Bomb Squad continuously train as part of our commitment to keep the residents of the City of Fort Lauderdale safe and secure. The City of Fort Lauderdale and the Fort Lauderdale Police Bomb Squad would like to personally acknowledge your contribution and partnership to this successful training event. Thanks to your assistance, this training was a success. We appreciate your help in this endeavor and look forward to serving the City of Fort Lauderdale with you again.

Sincerely,

Lieutenant Patrick Hart  
Bomb Squad Commander  
Fort Lauderdale Police Department

**POLICE DEPARTMENT**

1300 WEST BROWARD BOULEVARD, FORT LAUDERDALE, FLORIDA 33312  
TELEPHONE: (954) 828-5700, FAX: (954) 828-6001  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)

City of Coral Springs  
9551 West Sample Road  
Coral Springs, FL 33065  
gorlando@coralsprings.org  
954-241-2147  
www.cityofcoralsprings.org



September 17, 2014

Darren S. Wells  
Broward Operations  
West Way Towing Inc.

Dear Darren:

On Thursday, September 11, 2014, the City of Coral Springs held their annual "**September 11<sup>th</sup> Remembrance Ceremony**", honoring the 9/11 victims and their loved ones left behind. Our mission is to continue utilizing this venue as a way to spend time with the families of the victims and those who survived.

The City of Coral Springs would like to thank you for the display of your beautiful 9/11 Truck during our Remembrance Ceremony. The involvement of caring individuals like you helps us in our mission to continue to show support to the families and friends of those lost on that tragic day.

On behalf of the families and volunteers, **thank you for caring.**

Sincerely,

A handwritten signature in cursive script that reads "Gina Orlando".

Gina Orlando  
City of Coral Springs



# FORT LAUDERDALE FIRE EXPO



December 11, 2014

Mr. Darren Wells  
Westway Towing  
3681 W. Oakland Park Blvd  
Lauderdale Lakes, FL

Mr. Wells;

On behalf of the Fort Lauderdale Fire Fighters Benevolent, I would like to take this opportunity to thank you and Westway Towing for your annual support of our Fort Lauderdale Fire Expo. This event is our annual event that is instrumental in raising funds to help firefighters that have been injured.

Over the last three years, your donation of over sixty cars has allowed us to continue this instrumental event. These donations have enabled us to train over 900 firefighters from across the state on tactile vehicle extrication. While supporting a great cause.

We look forward to a continued relationship with your agency.

Sincerely,



Stephen Gollan  
Secretary  
Fort Lauderdale Fire Fighters Benevolent



**www.fortlauderdalefireexpo.com**

flfireexpo@gmail.com :: P: 954.650.1741 :: F: 954.522.3499

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June 10, 2015

Westway Towing  
3681 W. Oakland Park Blvd.  
Lauderdale Lakes, FL 33311

Dear Sirs,

I wanted to express my deepest appreciation for the Rotary Club of Weston Scholarship you have sponsored. I was named "Student of the Month" for this past September, and was pleasantly surprised to find out that this honor came with a monetary award as well. I will be attending Stanford University this fall, and plan on studying engineering and business. I will be at the cutting edge of Silicon Valley's entrepreneurial startup scene, in hopes of contributing to the next big innovations in our world. These funds will most certainly help my family afford this education, and you have my greatest gratitude.

Sincerely,

A handwritten signature in cursive script that reads "Nicolas Peña".

Nicolas Peña

Broward Sheriff's Office  
Tamarac District  
7515 NW 88<sup>th</sup> Avenue  
Tamarac, FL 33322  
Office: 954-720-2225  
Fax: 954-720-2236



August 10, 2016

Westway Towing Broward Operations  
3681 W. Oakland Park Blvd  
Lauderdale Lakes, FL 33311

To Whom It May Concern:

On July 29<sup>th</sup>, 2016 a Mr. Gill was arrested by the Broward Sheriff's Office for an active warrant. Subsequent to his arrest, his vehicle was towed to Westway Towing for safekeeping. It was later learned that Mr. Gill was arrested on a warrant in which he already served months prior but the clerk of courts had not removed the "active warrant status" from the computer system. This caused a great financial hardship on Mr. Gill who now could not afford to pay the tow and storage fees.

On August 2, 2016 Sgt. Phillips reached out to Darren Wells from Westway Towing and explained to him the predicament Mr. Gill was in. Darren Wells was extremely understanding to Mr. Gills situation and on behalf of Westway Towing, was kind enough to forgive the storage and tow fees accumulated by Mr. Gills situation and released his vehicle.

On behalf of the Broward Sheriff's Office and the Tamarac District, I would like to thank Darren and Westway Towing for their generosity and expression of good will as we continue with our partnership in serving our citizens of Broward County.

Sincerely,

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

Captain Neal Glassman  
Tamarac District

NG:dmc



# FORT LAUDERDALE FIRE EXPO



November 15th, 2016


Dear WestWay Towing:

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 8th Annual Fire Training Expo.

With your support, the Fire Expo was a complete success! This years Expo attracted over 250 firefighters with many traveling from as far away as Argentina to attend. The training you helped provide, will assist firefighters from around the world, by providing them the opportunity to have hands on training that is often hard to facilitate.

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

Sincerely,



Stephen Gollan  
Assistant Coordinator  
Fort Lauderdale Fire Training Expo



**www.fortlauderdalefireexpo.com**

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Lauderdale Lakes

FROM THE DESK OF MAYOR HAZELLE ROGERS

April 10, 2017

To Whom It May Concern:

With confidence, I am writing to provide a letter of reference for services of Westway Towing in the City of Lauderdale Lakes. During the past two decades, Westway Towing has handled emergency situations as the third leg of the emergency responders (Police, Fire and Towing Recovery). This is a monumental responsibility and has been executed with professionalism and consistency over time.

To my knowledge, Westway Towing has promptly responded to over 17,000 towing and recovery tasks and never once had to discuss any lack of performance. It is my belief that this level of service could not be matched by any other towing company and I am very proud of the service that Westway Towing has provided over the years.

I support and strongly recommend the services of this company.

Sincerely,

  
Hazelle P. Rogers

4300 NW 36th Street, Lauderdale Lakes, Florida 33319

Tel: 954-535-2730 Fax: 954-731-5857

Email: [hazeller@lauderdalelakes.org](mailto:hazeller@lauderdalelakes.org)

[www.lauderdalelakes.org](http://www.lauderdalelakes.org)



# CITY OF SUNRISE POLICE DEPARTMENT

JOHN E. BROOKS — CHIEF OF POLICE



April 11, 2017

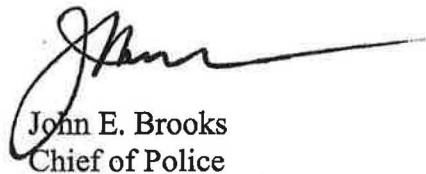
Re: Westway Towing, Inc. — Reference Letter

To whom it may concern:

Please be advised the Sunrise Police Department has utilized the services of Westway Towing for several years. During this time period, we have received few, if any complaints regarding their services. They provide swift, efficient and professional service.

Should you have any questions regarding Westway Towing, please feel free to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to be "John E. Brooks".

John E. Brooks  
Chief of Police

JEB/ts



10440 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351 TELEPHONE 954-746-3399  
WWW.SUNRISEPOLICE.ORG

AN ACCREDITED LAW ENFORCEMENT AGENCY SINCE 2008

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# POLICE

## WILTON MANORS

Paul O'Connell, Chief of Police

2020 Wilton Drive  
Wilton Manors, FL 33305

April 13, 2017

To Whom It May Concern,

On January 1, 2015 Westway Towing began their professional partnership with the City of Wilton Manors and the Wilton Manors Police Department for towing services. Throughout the City's "Request for Proposals" process Westway Towing President Craig Goldstein and his team provided written and verbal commitment to provide professional and responsive towing services to our Agency and to be actively involved in our community. Mr. Goldstein and his team have fulfilled and continue to fulfill that promise in both routine and challenging circumstances. We have requested Westway Towing conduct some very challenging assignments and they have succeeded in handling these situations using specialized equipment, resources and highly trained personnel to accomplish these missions in a safe and thorough manner. In addition to the towing services provided, Westway Towing is an active member in our community by partnering with us in a D.U.I. prevention campaign, assisting during our special events, being involved in our youth mentoring programs and other community directed tasks and communications. We have found that through Mr. Goldstein's leadership his team remains committed to fulfilling our needs and the needs of our residents and visitors.

It is because of Mr. Goldstein's commitment to serving our agency and community and the trust and respect he and his team have earned during the first two (2) plus years of our partnership that I provide this recommendation to you. Should you have any questions please do not hesitate to contact me at (954) 390-2185 or [gblocker@wmpd.org](mailto:gblocker@wmpd.org). Thank you!

Sincerely,

Gary Blocker  
Commander of Operations  
Wilton Manors Police Department  
[www.wmpd.org](http://www.wmpd.org)

**Broward Sheriff's Office**  
2601 West Broward Boulevard  
Fort Lauderdale, FL 33312  
954-831-8900  
[www.sheriff.org](http://www.sheriff.org)



**Sheriff Scott Israel**

August 2, 2017

Darren Wells  
Westway Towing  
3681 West Oakland Park Boulevard  
Fort Lauderdale, FL 33311

Dear Darren,

On behalf of the Broward Sheriff's Office, North Lauderdale District 15, I would like to personally thank you and your staff for assisting with the National Night Out event on August 2, 2017. This event is certainly a joint effort between our agency, the City, and the community. With your collaboration, we know this event will be highly successful and one our community will enjoy being a part of.

This year's event will include many members of the community, including civic groups business owners, neighborhood organizations, city staff, and elected officials; most importantly the youth of our community.

It makes me proud to see the joint effort of the City of North Lauderdale and the community coming together to send a message to criminals; that we are standing together as a community to fight crime and drugs.

Thank you again for all of the efforts by your establishment to ensure that another successful joint venture benefits our community. Please send my sincere gratitude to all of those involved in making our National Night Out a successful event.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Faer".

Captain Brian Faer  
North Lauderdale District 15



# National Transportation Safety Board

Washington, D.C. 20594

Office of Highway Safety

May 24, 2018

Mr. Darren Wells  
Broward Operations  
Westway Towing Inc.  
3681 W. Oakland Park Boulevard  
Fort Lauderdale, Florida 33311

Dear Darren,

On behalf of the NTSB and my entire team, I would like to thank you for all your assistance in our investigation of the Tesla crash. I realize how much of an imposition we were to you and your staff but still everyone was so accommodating. Please accept this as a small token of our esteem. I know my team will be in good hands when they return in June. I enjoyed meeting and working with you. Thank you.

Sheryl

Sheryl Harley  
Highway Crash Investigator, Investigator-in-charge  
Office of Highway Safety  
NTSB  
490 L'Enfant Plaza S.W.  
Washington, DC 20594  
Office: (202) 314-6235  
Cell: (202) 258-3960  
Email: [sheryl.harley@ntsb.gov](mailto:sheryl.harley@ntsb.gov)





January 15, 2019

Darren S Wells  
Broward Operations  
West Way Towing Inc.

Dear Mr. Wells,

I wanted to take a moment to share with you our gratitude for your organization's professionalism and support of Fort Lauderdale Fire Rescue Operations. West Way Towing was instrumental during a coordinated 4-week training class between the Regional Technical Rescue Teams and Towing with Rotator. West Way Towing has been extremely generous with providing an unlimited number of cars used during monthly training sessions involving extrication. Our Technical Rescue Team also had the opportunity to participate in a joint training with West Way Towing and Tesla at the Tesla location. This training has proven to be valuable to our members as we have had several incidents involving accidents with Tesla vehicles. Your organization has made available for our use the 60-ton Rotator during any TRT emergency. The company has always gone above and beyond the scope of responsibility and assisted with our annual fire training at our Fire Expo. Darren, we appreciate you committing your time as one of our coordinators for the Fire Expo. You and your organization have proven to be a reliable member of our vital training at the annual Fire Expo.

In closing, we greatly appreciate everything that you and your organization have done to build positive relationships with Fort Lauderdale Fire Rescue. This team approach and collaboration has helped enhance our services that we provide to our residence and visitors. Thank you for your professionalism and continued support. If I can provide any further assistance, do not hesitate to contact me at 954-828-6864 or [cbotting@fortlauderdale.gov](mailto:cbotting@fortlauderdale.gov).

Sincerely,

Chantal Botting  
Deputy Fire Chief

Office of the Fire Chief  
Fort Lauderdale Fire-Rescue

528 N.W. 2nd Street, Fort Lauderdale, Florida 33311-9108  
Telephone (954) 828-6800 Fax (954) 828-6843  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)



January 23, 2019

West Way Towing

3681 West Oakland Park Boulevard

Oakland Park, FL 33311

To whom it may concern:

As Major of the Fort Lauderdale Police Department Patrol Division, I have watched our relationship with West Way Towing grow stronger with each passing year. Your company's commitment to this Agency's mission, day in and day out, demonstrates the true essence of public/private partnerships. Whether your employees are responding to the scene of an accident, or standing by to tow illegally parked cars from the roadway, we can always count on a timely and professional response. Your commitment instills the confidence that regardless of the time of day, or nature of the request, your men and women are always quick to answer the call.

One of the key reasons for this success is the relationships forged by Darren Wells. Darren and I have spoken on dozens of occasions to discuss issues surrounding the officers' thoroughness of reports and ways to correct it. Darren has always responded to my requests in a timely and professional manner and his discussions with other members of my staff were concise and to the point. Darren has been a pleasure to work with, and I look forward to dealing with him and West Way Towing in the future.

Major Dana Swisher

Fort Lauderdale Police Department

Patrol Division

Police Department

1300 West Broward Boulevard, Fort Lauderdale, Florida 33312

Telephone (954) 828-5700, Fax (954) 828-6001

[www.fortlauderdale.gov](http://www.fortlauderdale.gov)



# POLICE

## WILTON MANORS

Paul O'Connell, Chief of Police

2020 Wilton Drive  
Wilton Manors, FL 33305

February 12, 2019

Darren Wells  
Westway Towing, Inc.  
3681 West Oakland Park Blvd.  
Ft. Lauderdale, FL 33311

Dear Mr. Wells,

On behalf of the Wilton Manors Police Department and the City of Wilton Manors, I would like to thank you for the assistance provided to us by Westway Towing.

On January 24<sup>th</sup>, 2019, WMPD had our annual "Touch-A-Truck" event at the Wilton Manors Elementary School. We received feedback from the children, teachers and parents who were quite impressed. I want to extend my personal and professional thanks to you for helping us make our 2019 "Touch-A-Truck" event a success. The children especially loved interacting with all personnel and seeing all the equipment used to serve and protect on a daily basis. Without your volunteered participation this educational and community building event would not have been such a success.

Our Sincerest thanks to Westway Towing!

Sincerely,

Paul O'Connell  
Chief of Police



# **POLICE**

## **WILTON MANORS**

Paul O'Connell, Chief of Police

2020 Wilton Drive  
Wilton Manors, FL 33305

March 12, 2020

Darren Wells  
Westway Towing, Inc.  
3681 West Oakland Park Blvd.  
Ft. Lauderdale, FL 33311

Dear Mr. Wells,

On behalf of the City of Wilton Manors and the Wilton Manors Police Department, I wish to express our deepest and sincerest gratitude for the assistance provided to us from your agency.

The City of Wilton Manors recently faced the unexpected loss of its Mayor Justin Flippen. On Friday, March 6th, 2020, there were a series of scheduled events in Fort Lauderdale and Wilton Manors to honor his legacy.

Providing security for several elected officials and an estimated 1,000 people that attended was vital. As always, your personnel assisted in fulfilling the critical components of our operational plan to help ensure the success of the event.

Our sincerest thanks to you and your personnel!

Sincerely,

Paul O'Connell  
Chief of Police





# POLICE

## WILTON MANORS

Paul O'Connell, Chief of Police

2020 Wilton Drive  
Wilton Manors, FL 33305

February 5, 2020

Darren Wells  
Westway Towing, Inc.  
3681 West Oakland Park Blvd.  
Ft. Lauderdale, FL 33311

Dear Mr. Wells,

On behalf of the Wilton Manors Police Department and the City of Wilton Manors, I would like to thank you for the assistance provided to us by your agency.

On January 15<sup>th</sup>, 2020, WMPD had our annual "**Touch-A-Truck**" event at the Wilton Manors Elementary School. We received feedback from the children, teachers and parents who were quite impressed. I want to extend my personal and professional thanks to you for helping us make our 2020 "Touch-A-Truck" event a success. The children especially loved interacting with all personnel and seeing all the equipment used to serve and protect on a daily basis. Without your participation this educational and community building event would not have been such a success.

Our Sincerest thanks to Westway Towing!

Sincerely,

A handwritten signature in black ink, appearing to read "Paul O'Connell", is written over a faint circular background.

Paul O'Connell  
Chief of Police

# WESTWAY TOWING



"THE RIGHT AND ONLY WAY"

**TAB 10**

**PICTURES AND CERTIFICATES**

























142



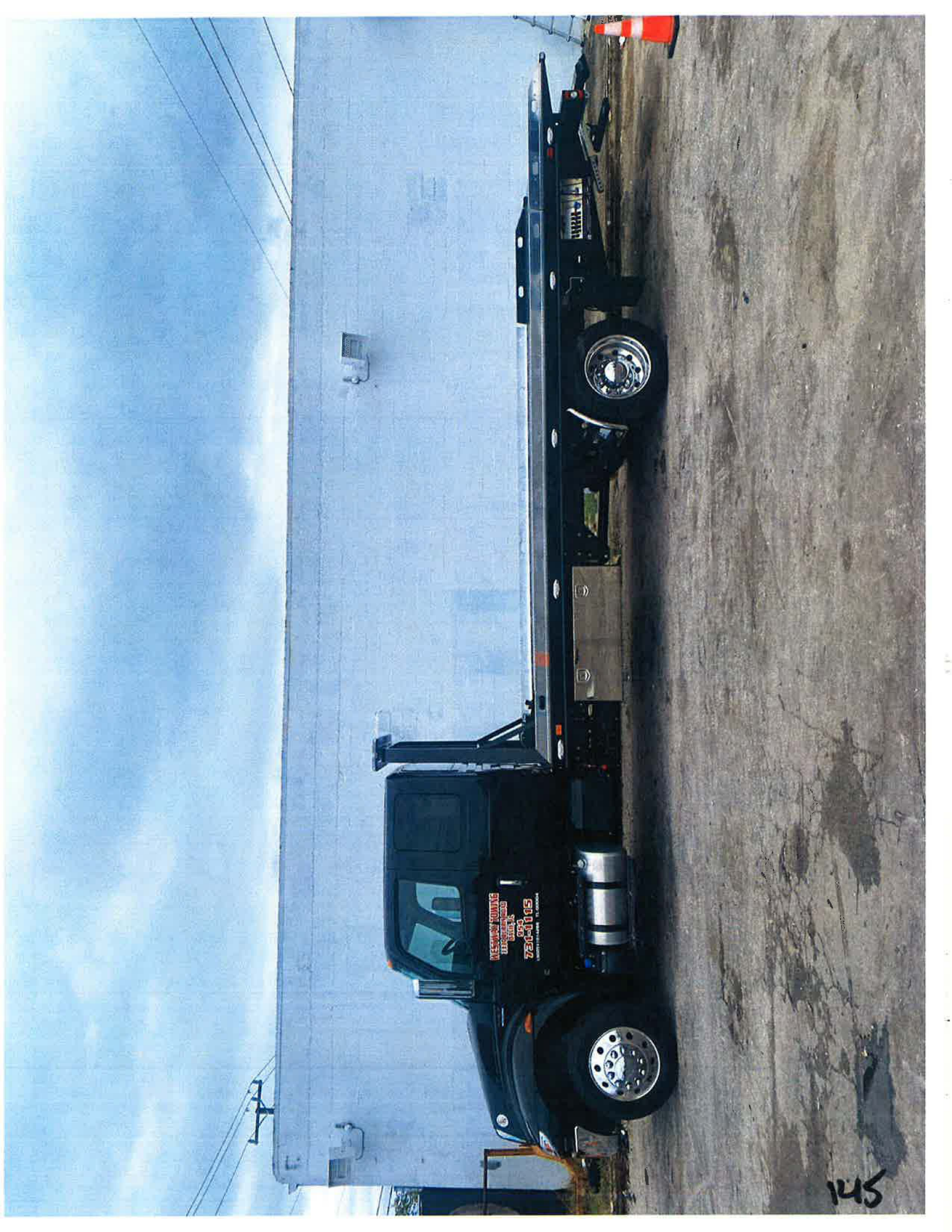






142





145





146









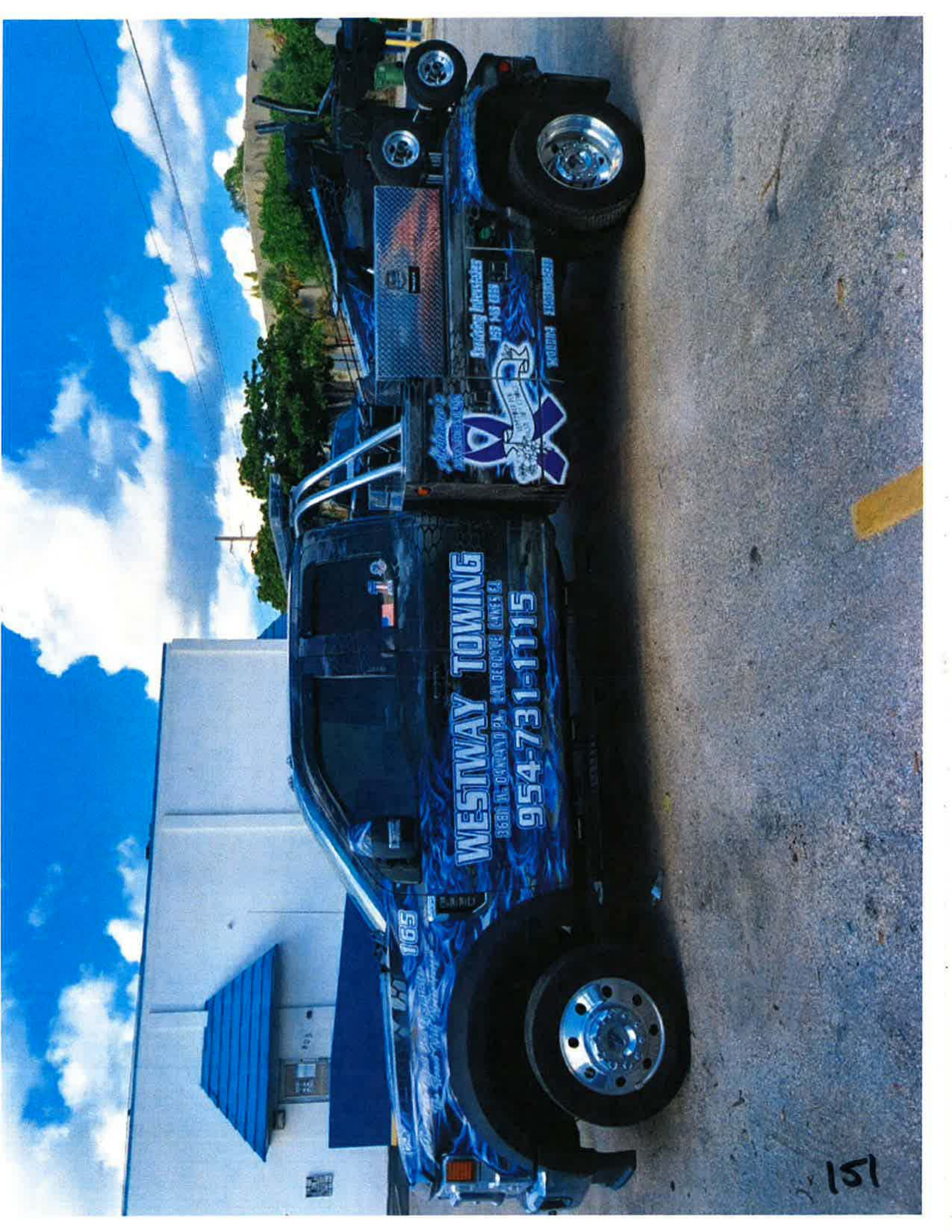












**WESTWAY TOWING**  
3680 W. OAKLAND BL. MIAMI, FL 33144  
**954-731-1115**

Emergency Towing  
24 HOURS  
1-800-451-1115



151

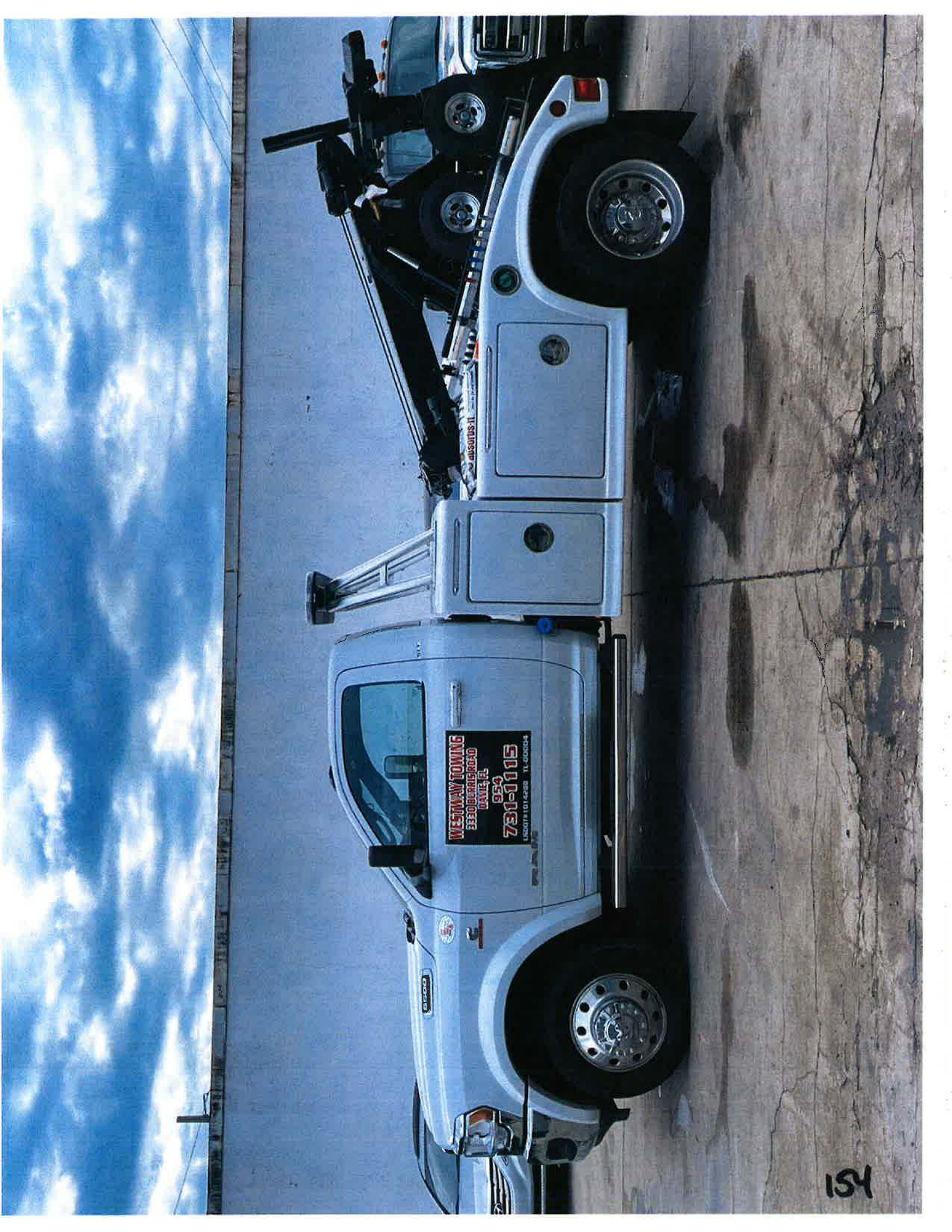












154

















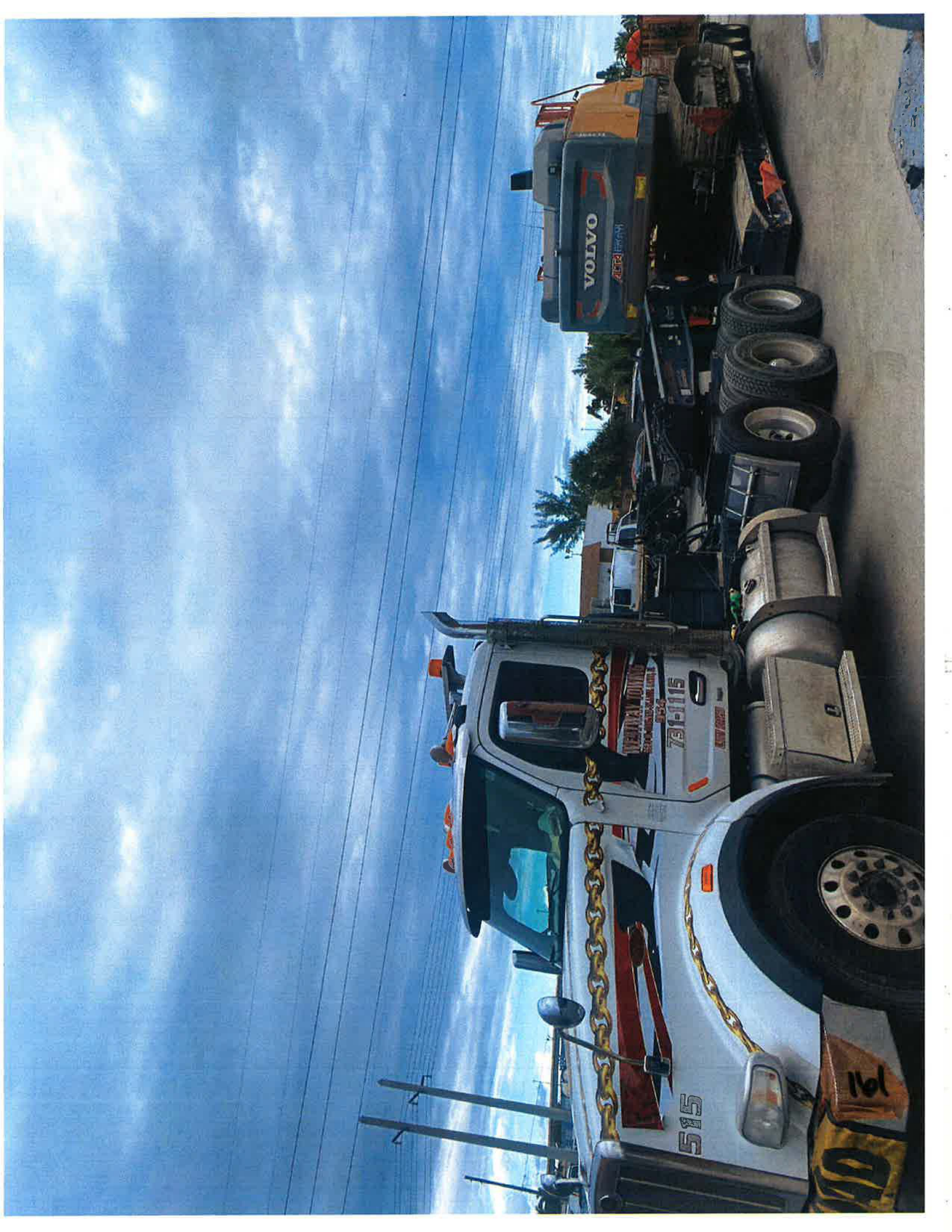




































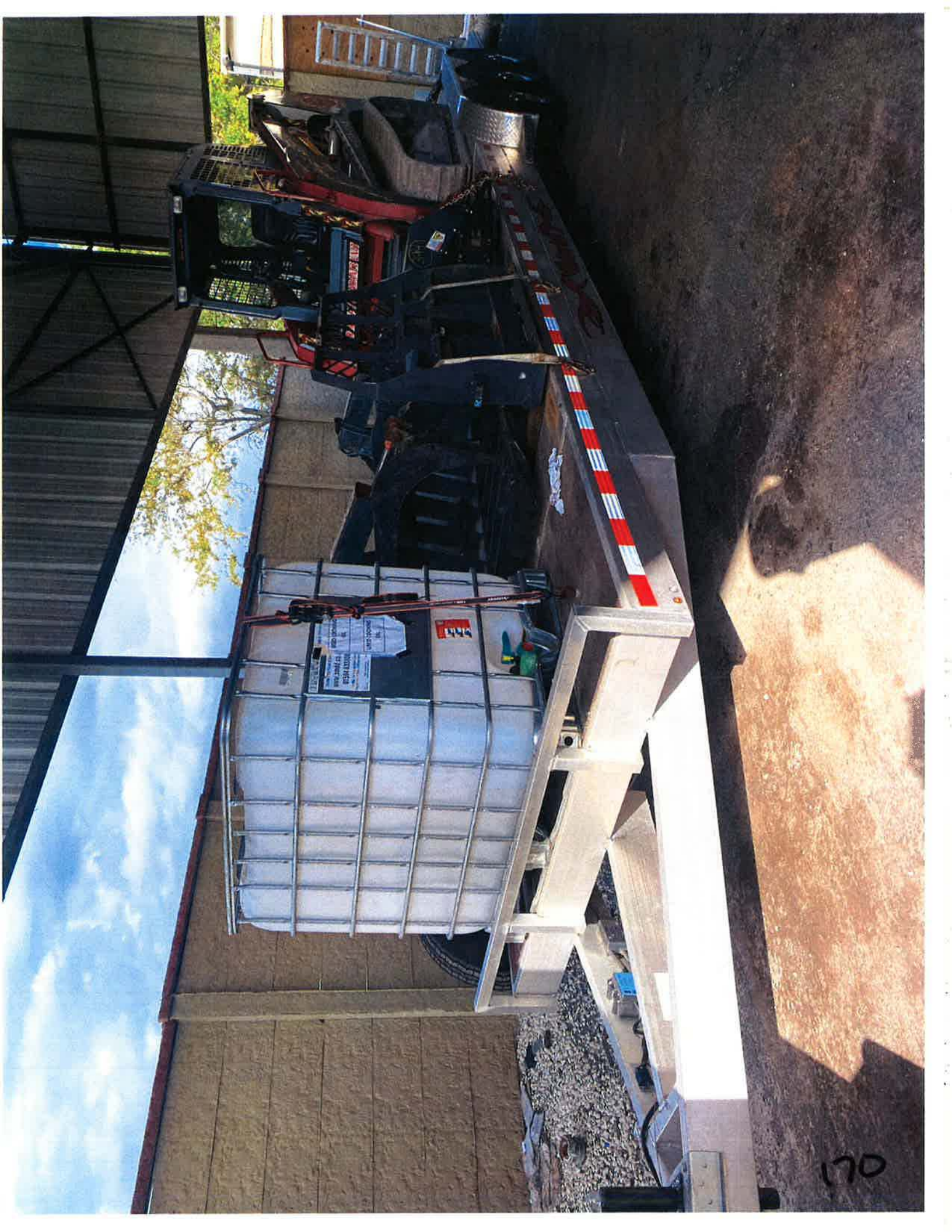
















SV3

WESTWAY TOWING  
3601 W. OAKLAND PARK  
LAUDERDALE, FL 33311

2500  
731-7115  
LIGHT & HEAVY DUTY

TERMINALS

8801 W. OAKLAND PARK  
LAUDERDALE, FL 33311  
9700 NW 120th  
LAUDERDALE, FL 33311



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Strong Dumb & Proud  
Pike Road Crew  
Since 1989

















**S.T.A.R.S.**

Safety, Training, And Recovery Solutions

# *Certificate of Training*

*This is to certify that DARREN WELLS has  
successfully completed the*

**S.T.A.R.S.**

**Rotator Operator Course**

S.T.A.R.S. Level 3

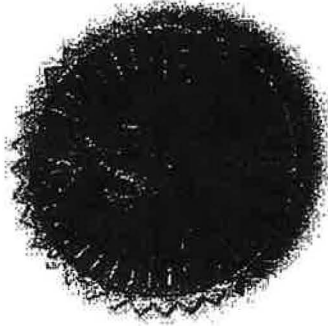


Instructor

**Robert Miller**

National T.I.M. Instructor

S.H.R.P. II Instructor



CERTIFICATION# 3151983



# **Ultra Heavy Duty Towing & Recovery Course Certificate of Completion**

**Earned by**  
**Brett Holcombe**

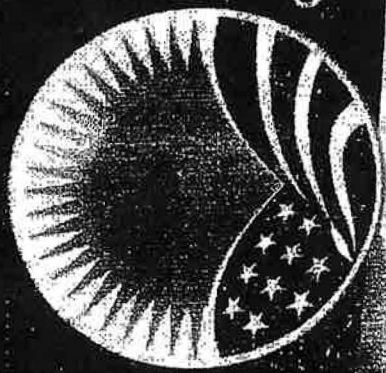
**For successful completion of Wes Wilburn Consulting  
Ultra Heavy Duty Towing & Recovery  
Hands-On Training & Certification Course**

**On this 6<sup>th</sup> day of October 2007**



**Wes Wilburn**

**Instructor Wes Wilburn**



# SCTA

SUNSHINE STATE TOWING ASSOCIATION

## Certificate of Training

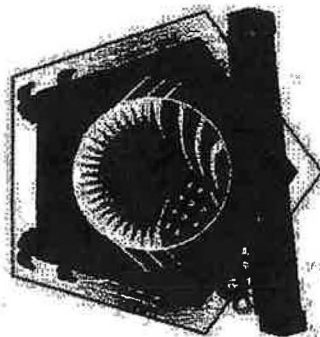
This is to certify that

*Clayton Colby Erb*

has successfully completed

ULTRA HEAVY-DUTY TRAINING COURSE

February 2019



*James Jennings*  
James Jennings, President

*C. James Leland*  
Instructor

Expires February 28th, 2024





# SSTA

SUNSHINE STATE TOWING ASSOCIATION

## *Certificate of Training*

This is to certify that

*Jack Steven Koontz*

has successfully completed

**ULTRA HEAVY-DUTY ROTATOR TRAINING COURSE**

February 2020

Darrell Johnson Jr, President



Instructor

Expires February 28th, 2025

174

THIS ACKNOWLEDGES THAT

*Ernie Holcombe*

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE

December 16, 2014

SIGNED:

*Mark R. Kehring*

MARK R. KEHRING

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



**SHRP2 SOLUTIONS**

TOOLS FOR THE ROAD AHEAD





# NATIONAL TIM RESPONDER TRAINING

## COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Darren Wells

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: December 16, 2014

SIGNED: Mark R. Kehrl

**MARK R. KEHRLI**

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



LOOKS FOR THE ROAD AHEAD



AASHTO

TRB

Traffic Incident  
Management

# CERTIFICATE OF COMPLETION

This Certificate of Completion affirms that

TIMOTHY KNIGHT

Name of Participant

has completed the Maintenance of Traffic for Incident Responders in Florida Course, an online instruction, to enhance Emergency Responder's safety at the scene of traffic incidents.

**TOGETHER WE CAN BETTER  
PROTECT OUR EMERGENCY RESPONDERS.**

May 17, 2019

Date



Jeffrey Frost  
Jeffrey Frost

132



# NATIONAL TIM RESPONDER TRAINING

## COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Brian Grant

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: December 16, 2014

SIGNED: Mark R. Kehrli

MARK R. KEHRLI

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



TOBIS FEAR THE ROAD AHEAD



AASHTO

TRB

13

# NATIONAL TIM RESPONDER TRAINING

## COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Joe Fredrick

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: December 16, 2014

SIGNED: Mark R. Kehrli

MARK R. KEHRLI

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



TOOLS FOR THE ROAD AHEAD



AASHTO

TRB



# NATIONAL TIM RESPONDER TRAINING

## COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

John Pellican

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: December 17, 2014

SIGNED: Mark R. Kehrl

**MARK R. KEHRLI**

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



TOOLS FOR THE ROAD AHEAD



AASHTO



# NATIONAL TIM RESPONDER TRAINING

## COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Alfonso Wilson

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: December 17, 2014

SIGNED: Mark R. Kehrl

MARK R. KEHRLI

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



TOOLS FOR THE ROAD AHEAD



AASHTO

TRB

150



# NATIONAL TIM RESPONDER TRAINING

## COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Eriberto Rivera

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: December 17, 2014

SIGNED: Mark R. Kehrl

**MARK R. KEHRLI**

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



TOOLS FOR THE ROAD AHEAD



AASHTO

TRB

# NATIONAL TIM RESPONDER TRAINING

## COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Christopher Morris

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: December 17, 2014

SIGNED: Mark R. Kehrl

**MARK R. KEHRL**

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



TOOLS FOR THE ROAD AHEAD



AASHTO





# NATIONAL TIM RESPONDER TRAINING

## COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Jimmie Walton

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: December 16, 2014

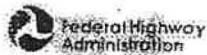
SIGNED: Mark R. Kehrl

MARK R. KEHRLI

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



TOOLS FOR THE ROAD AHEAD



AASHTO

TRB

184

# NATIONAL TIM RESPONDER TRAINING

## COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Jeffrey DeHoyos

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: December 16, 2014

SIGNED: Mark R. Kehrl

**MARK R. KEHRLI**

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



TOOLS FOR THE ROAD AHEAD



AASHTO





# NATIONAL TIM RESPONDER TRAINING COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Timothy Knight

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: December 16, 2014

SIGNED:

Mark R. Kehrl

**MARK R. KEHRLI**

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



TOOLS FOR THE ROAD AHEAD



# NATIONAL TIM RESPONDER TRAINING

## COMPLETION CERTIFICATE

THIS ACKNOWLEDGES THAT

Humberto Fernandez

HAS SUCCESSFULLY COMPLETED THE NATIONAL TRAFFIC INCIDENT  
MANAGEMENT RESPONDER COURSE AND EARNED 4 PROFESSIONAL  
DEVELOPMENT HOURS (PDH).

DATE: October 18, 2018

SIGNED: Mark R. Kehrl

**MARK R. KEHRLI**

DIRECTOR, FHWA OFFICE OF TRANSPORTATION OPERATIONS



193





# **CERTIFICATE OF COMPLETION**

This Certificate of Completion affirms that

**ERNIE HOLCOMBE**

Name of Participant

has completed the Maintenance of Traffic for Incident Responders in Florida Course, an online instruction, to enhance Emergency Responder's safety at the scene of traffic incidents.

**TOGETHER WE CAN BETTER  
PROTECT OUR EMERGENCY RESPONDERS.**

Jul 6, 2018

Date



*Jeffrey Frost*  
Jeffrey Frost

Traffic Incident  
Management

# CERTIFICATE OF COMPLETION

This Certificate of Completion affirms that

DARREN WELLS

Name of Participant

has completed the Maintenance of Traffic for Incident Responders in Florida Course, an online instruction, to enhance Emergency Responder's safety at the scene of traffic incidents.

**TOGETHER WE CAN BETTER  
PROTECT OUR EMERGENCY RESPONDERS.**

Jul 6, 2018

Date



Jeffrey Frost  
Jeffrey Frost



Traffic Incident  
Management

# CERTIFICATE OF COMPLETION

This Certificate of Completion affirms that

HOUSTON HOLCOMBE

Name of Participant

has completed the Maintenance of Traffic for Incident Responders  
in Florida Course, an online instruction, to enhance Emergency  
Responder's safety at the scene of traffic incidents.

**TOGETHER WE CAN BETTER  
PROTECT OUR EMERGENCY RESPONDERS.**

Jul 6, 2018

Date



Jeffrey Frost  
Jeffrey Frost

193



# **CERTIFICATE OF COMPLETION**

This Certificate of Completion affirms that

**TIMOTHY KNIGHT**

Name of Participant

has completed the Maintenance of Traffic for Incident Responders in Florida Course, an online instruction, to enhance Emergency Responder's safety at the scene of traffic incidents.

**TOGETHER WE CAN BETTER  
PROTECT OUR EMERGENCY RESPONDERS.**

May 17, 2019

Date



*Jeffrey Frost*  
Jeffrey Frost

144





# **CERTIFICATE OF COMPLETION**

This Certificate of Completion affirms that

**CLAYTON ERB**

Name of Participant

has completed the Maintenance of Traffic for Incident Responders in Florida Course, an online instruction, to enhance Emergency Responder's safety at the scene of traffic incidents.

**TOGETHER WE CAN BETTER  
PROTECT OUR EMERGENCY RESPONDERS.**

May 17, 2019

Date



*Jeffrey Frost*  
Jeffrey Frost

# Certificate of Completion

**Clayton C. Erb**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.**

**05/19/2023**

Date Expires

**198**

FDOT Provider #

**Kathleen Clair**

Instructor

**51620**

Certificate #



Safety Council of Palm Beach County  
4152 W. Blue Heron Blvd. #110  
Riviera Beach, FL 33404  
[www.safetycouncilpbc.org](http://www.safetycouncilpbc.org)  
[marketing@safetycouncilpbc.org](mailto:marketing@safetycouncilpbc.org)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate

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



# Certificate of Completion

**Timothy J. Knight**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.**

**05/19/2023**

**198**

**Kathleen Clair**

**51622**

Date Expires

FDOT Provider #

Instructor

Certificate #



Safety Council of Palm Beach County  
4152 W. Blue Heron Blvd. #110  
Riviera Beach, FL 33404  
[www.safetycouncilpbc.org](http://www.safetycouncilpbc.org)  
[marketing@safetycouncilpbc.org](mailto:marketing@safetycouncilpbc.org)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate

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

129

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**DARREN S WELLS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00005.a**

**An Introduction to Hazardous Materials**

*Issued this 21st Day of June, 2017*



1.0 IACET CEU

Michael J. Sharon  
Deputy Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency



# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**ERNIE B HOLCOMBE**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00005.a**

**An Introduction to Hazardous Materials**

*Issued this 21st Day of June, 2017*



10 IACET CEU

  
Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**DARREN S WELLS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00800.b**

**National Response Framework, An Introduction**

*Issued this 12th Day of July, 2017*



0.3 IACET CEU

Michael J. Sharon  
Deputy Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency



# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**DARREN S WELLS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.hcb**

**Introduction to the Incident Command System  
(ICS 100) for Healthcare/Hospitals**

*Issued this 12th Day of July, 2017*



*[Signature]*  
Michael J. Sharon  
Deputy Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency

0.3 IACET CEU

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**DARREN S WELLS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.b**

**Introduction to Incident Command System**

**ICS-100**

*Issued this 21st Day of June, 2017*



0.3 IACET CEU

A handwritten signature in black ink, appearing to read "Michael J. Sharon".

Michael J. Sharon  
Deputy Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency

102





# **CERTIFICATE OF COMPLETION**

This Certificate of Completion affirms that

**CLAYTON ERB**

Name of Participant

has completed the Maintenance of Traffic for Incident Responders in Florida Course, an online instruction, to enhance Emergency Responder's safety at the scene of traffic incidents.

**TOGETHER WE CAN BETTER  
PROTECT OUR EMERGENCY RESPONDERS.**

May 17, 2019

Date



*Jeffrey Frost*  
Jeffrey Frost

22

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**DARREN S WELLS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.b**

**ICS for Single Resources and  
Initial Action Incident, ICS-200**

*Issued this 22nd Day of June, 2017*



0.3 IACET CEU

A handwritten signature in black ink, appearing to read "Michael J. Sharon".

Michael J. Sharon  
Deputy Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency

2017



# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**DARREN S WELLS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00907**

**Active Shooter: What You Can Do**

*Issued this 22nd Day of June, 2017*



0.1 IACET CEU

Michael J. Sharon  
Deputy Superintendent  
Emergency Management Institute  
Federal Emergency Management Agency

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

### ERNIE B HOLCOMBE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a

National Incident Management System (NIMS)

An Introduction

*Issued this 21st Day of June, 2017*



0.3 IACET CEU

*Tony Russell*  
Superintendent  
Emergency Management Institute



# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

### ERNIE B HOLCOMBE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b

Introduction to Incident Command System

ICS-100

*Issued this 21st Day of June, 2017*



0.3 IACET CEU

*Tony Russell*  
Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**ERNIE B HOLCOMBE**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00317**

**Introduction to CERT**

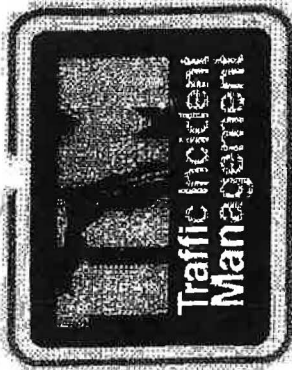
*Issued this 22nd Day of June, 2017*



0.6 IACET CEU

  
Tony Russell  
Superintendent  
Emergency Management Institute





# CERTIFICATE OF COMPLETION

This Certificate of Completion affirms that

**HOUSTON HOLCOMBE**

Name of Participant

has completed the Maintenance of Traffic for Incident Responders  
in Florida Course, an online instruction, to enhance Emergency  
Responder's safety at the scene of traffic incidents.

**TOGETHER WE CAN BETTER  
PROTECT OUR EMERGENCY RESPONDERS.**

Jul 6, 2018

Date



*Jeffrey Frost*  
Jeffrey Frost



# CERTIFICATE OF COMPLETION

This Certificate of Completion affirms that

**ERNIE HOLCOMBE**

Name of Participant

has completed the Maintenance of Traffic for Incident Responders in Florida Course, an online instruction, to enhance Emergency Responder's safety at the scene of traffic incidents.

**TOGETHER WE CAN BETTER  
PROTECT OUR EMERGENCY RESPONDERS.**

Jul 6, 2018

Date



*Jeffrey Frost*  
Jeffrey Frost





# CERTIFICATE OF COMPLETION

This Certificate of Completion affirms that

**DARREN WELLS**

Name of Participant

has completed the Maintenance of Traffic for Incident Responders in Florida Course, an online instruction, to enhance Emergency Responder's safety at the scene of traffic incidents.

**TOGETHER WE CAN BETTER  
PROTECT OUR EMERGENCY RESPONDERS.**

Jul 6, 2018

Date



*Jeffrey Frost*  
Jeffrey Frost

# Community Emergency Response Team

A proud part of



The President's Call to Service

## Darren Wells

has successfully completed the  
**Community Emergency Response Team Training**  
to become a member of the President's Citizen Corps.

Sponsored By:

**City of Fort Lauderdale  
Fire-Rescue Department**

*Battalion Chief Jermaine Frazier*  
**City of Fort Lauderdale  
CERT Program Manager**



**CERT CLASS**

**02232019**

**February 23<sup>rd</sup>, 2019**