

**RESOLUTION 15-32**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain renewal of the Agreement between the City, Bay County Board of Commissioners and Whites Wrecker Service, LLC dba Gulf County, Sheriff, Police Wrecker Service, relating to **2015 Spring Break Towing Services**, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

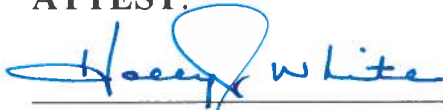
**PASSED** in regular session this 11 day of December, 2014.

**CITY OF PANAMA CITY BEACH**

By: 

Gayle F. Oberst, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Holly White, City Clerk

**CONTRACT 13-06**  
**for**  
**2013 SPRING BREAK TOWING SERVICES**

This Contract, dated January 15, 2013 is between the Bay County Board of Commissioners, at 840 West 11<sup>th</sup> Street, Panama City, FL 32401 ("County"), the City of Panama City Beach City Hall: 110 S. Arnold Road, Panama City Beach, Florida 32413 ("City"), and White's Wrecker Service, LLC dba Gulf County, Sheriff, Police Wrecker Service at 8705 Front Beach Road, Panama City Beach, FL 32408 ("Contractor").

1. Scope of Work

The County and the City desire to hire Contractor to provide all labor, equipment, and supplies and materials to perform all operations in connection with the removal and impounding of abandoned or illegally parked vehicles from the right of way of the service area identified in Appendix A of Exhibit 1. The Contractor will perform those services stated in the attached Exhibit 1 Scope of Work. The Contractor also agrees to provide the services to the County and the City set forth in RFQ 13-06 2013 Spring Break Towing Services (RFQ), and the RFQ and the Contractor's response to the RFQ are incorporated by reference to the extent they are not inconsistent with this Contract.

2. Term

This Contract shall commence upon execution of the Contract and continue for a twelve month period. The services rendered under the initial term of the contract are for the period of March 2, 2013 through April 7, 2013. County and City and Contractor may agree in writing to other periods of service during the initial and any renewal terms. At the sole discretion of the County or the City the contract may be renewed for up to three (3) several and consecutive one- year periods for each respective jurisdiction, or jointly for both jurisdictions.

3. Contract Price

Consideration for this Contract shall be limited to the funds collected by the Contractor for services provided under this Contract from the owners or authorized representatives of the owners of motor vehicles. The rates charged by the Contractor for services provided under this Contract shall be limited to the rates established by Bay County Code Provision 22-71 in the unincorporated County, and as established by Panama City Beach Code of Ordinances Provision 22-71 for services in the incorporated area. A schedule of current rates charged by the County and the City is attached as Composite Exhibit 2, which rates may be modified by County or the City at any time.

4. Independent Contractor

At all times material to this Contract, Contractor shall be an independent contractor and Contractor, Contractor's employees, subcontractors, or agents shall not be considered as agents, representatives, employees or servants of the County or the City. Contractor assumes full responsibility for supervising and directing its own employees, subcontractors or agents.

5. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees or subcontractors and may transfer or reassign any of its employees or subcontractors to other work of the Contractor. The direction of the work of Contractor's employees or subcontractors shall be under the exclusive control of Contractor. If the County, City, Bay County Sheriff ("Sheriff"), or the Panama City Police Department ("Police") object to the presence or performance of any employee or subcontractor of Contractor, Contractor shall remove such employee or subcontractors and substitute another employee or subcontractor.

6. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Bay County Sheriff's Office or the City of Panama City Beach Police Department or their designee as requested, and specifically to allow the County, City, Sheriff, and Police to inspect the performance of the work of this Contract.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the RFQ.

8. Sheriff and Police Representatives

The Bay County Sheriff's Office and the City of Panama City Beach Police Department have authority to designate the work to be done by Contractor under this Contract, to inspect such work, and to resolve questions which arise regarding the work. The Contractor or the Contractor's designee shall comply with any instruction of the Bay County Sheriff's Office or the City of Panama City Beach Police Department's representative on matters relating to the performance of the work. The Bay County Sheriff's Office and the City of Panama City Beach Police Department shall have the authority to stop work whenever they deem such action necessary to secure the safe and proper performance of the work under this Contract.

9. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County or the City, Contractor shall provide proof of such notice and demonstrate compliance to the County and the City.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law, and local ordinance of the County and the City, regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-

Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provision of this section 9 shall constitute grounds for the County or the City to immediately terminate this Contract for cause and may authorize the County or the City to declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County or the City notifies the Contractor of such non-compliance.

10. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Insurance Requirements which are attached as Exhibit 3 to this Contract and incorporated by reference.

11. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the County, City, Sheriff, and Police, and their officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Contract is subcontracted to or used by the Contractor.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12. Duty to Pay Defense Costs and Expenses

a. The Contractor agrees to reimburse and pay on behalf of the County, City, Sheriff, and Police the cost of the County, City, Sheriff, and Police's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification provisions above, or 2) other claims arising out of the Contractor's performance of this Contract and in which the County, City, Sheriff, or Police have prevailed.

b. The County, City, Sheriff, and Police shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the County, City, Sheriff, and Police shall be in addition to any and all other legal remedies available to the County, City, Sheriff, and Police and shall not be considered to be the County, City, Sheriff, and Police's exclusive remedy.

13. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:

Bay County Board of County Commissioners  
Attn: Daniel K. Shaw  
840 W. 11<sup>th</sup> Street  
Panama City, FL 32401

For the Contractor:

White's Wrecker Service, LLC dba  
Gulf County Wrecker Service  
Attn: Richard White  
8705 Front Beach Road  
Panama City Beach, FL 32408

For the City:

City of Panama City Beach Commissioners  
Attn: Mario Gisbert, City Manager  
City Hall: 110 S. Arnold Road  
Panama City Beach, Florida 32413

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies. The Contractor's notification of address change is sufficient if sent by email or facsimile.

14. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County and the City.

15. Entire Contract

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

16. Termination of Contract

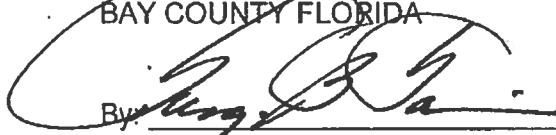
The County or the City may terminate this Contract at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor.

17. Governing Law & Venue

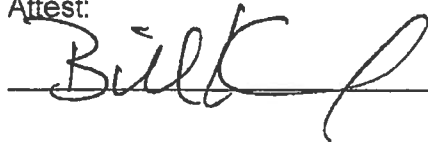
This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

Executed by:

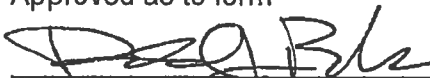
BOARD OF COUNTY COMMISSIONERS  
BAY COUNTY FLORIDA

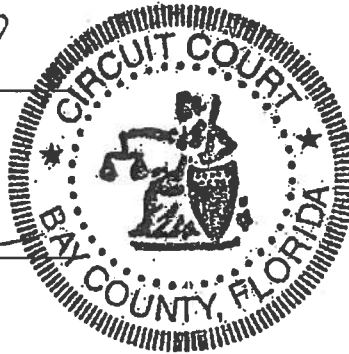
By:   
George B. Gainer, Chairman

Attest:

  
\_\_\_\_\_

Approved as to form

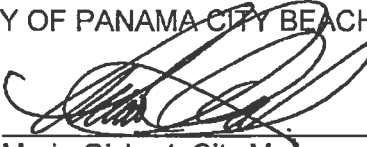
  
Office of Bay County Attorney



Executed by:

CITY OF PANAMA CITY BEACH

By:



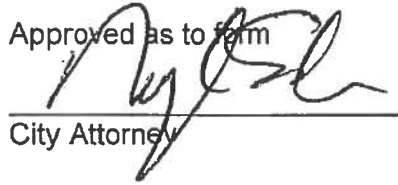
Mario Gisbert, City Manager

Attest:



Holly White, City Clerk

Approved as to form



City Attorney

**Contractor**

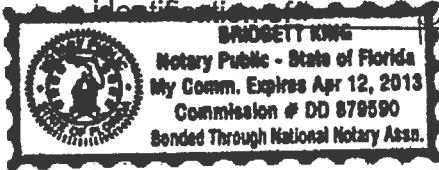
**White's Wrecker Service, LLC dba  
Gulf County Wrecker Service**

By: *Richard White*  
(Authorized Representative)

Its: *Owner*

STATE OF FLORIDA  
COUNTY OF BAY

This Contract was acknowledged and subscribed before me the undersigned notary this 24 day of January, 2013, by Richard White, as Owner of White's Wrecker Service, LLC dba Gulf County Wrecker Service and with proper authority, and who is personally known by me or produced identification of personally known.



*Bridgett King*  
Notary Public

**EXHIBITS:**

1. Scope of Work with Appendix A (Service Area Map) & Appendix B (Ordinances 08-17 and 12-38)
2. Contractor's Rate Schedule
3. Insurance Requirements



**EXHIBIT 1  
2013 SPRING BREAK TOWING SERVICES  
SCOPE OF WORK**

**SCOPE**

The Bay County Board of County Commissioners is requesting Submittal of statements of qualifications from towing companies to provide removal and impounding of illegally parked vehicles from the right of way of the service area identified in **Appendix A** from March 2, 2013 to April 7, 2013 (2013 Spring Break).

**QUALIFICATIONS OF RESPONDENTS**

The Respondent, or principles of the Respondent, shall be regularly engaged in the business of providing the services as described herein. The Respondent shall have sufficient financial support, equipment, and organization to ensure that it can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the Respondent, principle owners, partners, corporate officers, or management employees.

Respondent shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

**WRECKER DRIVER RULES/REQUIREMENTS**

All wrecker drivers and drivers must have in their possession a valid Florida Driver's License for the operation of any vehicle driven. Prior to approval, the Bay County Sheriff's Office and Panama City Beach Police Department shall obtain background information on each driver, including the driver history record. The Contractor shall immediately notify the Bay County Sheriff's Office and the Panama City Beach Police Department of any changes in wrecker driver(s), wreckers, wrecker unit number, insurance coverage, or any other changes relating to ownership or management of the business.

Wrecker drivers and their drivers are required to comply and be familiar with Florida Uniform Traffic Control Law, F.S. Chapter 316 and F.S. 323.002.

Wrecker drivers shall be thoroughly familiar with the operation on the wrecker.

**WRECKERS AND EQUIPMENT**

Contractor shall list and enumerate all wreckers and towing equipment that shall be available to respond to requests for service:

- Class A wreckers
- Slide-back carriers, Class A or B
- Class B wreckers
- Class C wreckers (or greater)

All vehicles must be owned or directly leased by the Contractor or authorized Subcontractors. Respondent shall produce evidence of ownership or valid first party lease of the required number of wreckers and slide back carriers. All equipment shall be maintained in a state of readiness for response as delineated in the Contract.

All equipment shall be free of unsightly damages and shall always be clean and presentable to the public. All trucks shall have fenders, doors, hoods, and bumpers intact at all times when in operation. Company names, addresses, and phone numbers shall be visible on both doors of the Contractor's call for service vehicles.

The Bay County Sheriff's Office and the Panama City Beach Police Department are not responsible for any damage to a vehicle or personal injury caused by the wrecker driver.

### **STORAGE LOT**

Contractor must have a storage lot located in the area between the Hathaway Bridge and Phillips Inlet properly identified by signs on the exterior of the fence or structure and visible from adjacent access roads.

The storage lot shall be of sufficient size to store 50 vehicles, properly spaced to provide access for removal or addition of vehicles. The storage lot must have a durable surface, properly drained, and enclosed. Shrubbery, trees, and lawns shall be maintained and junk tires and auto parts shall not be stored. It must be screened from all public rights-of-way by a six (6) foot masonry wall or fence. Any wire at the top of the wall or fence must be in addition to the six (6) foot. No repair work or servicing of vehicles shall be permitted in the storage area. Facility shall be lighted and staffed 24 hours per day, seven days per week during the period of operations outlined in the Contract.

The Contractor shall be responsible for all thefts and damage to stored vehicles occurring while the vehicle is in the Contractor's possession.

Contractor's storage facilities shall comply with all applicable Building, Zoning, and Fire regulations.

### **REQUEST FOR SERVICE AND RESPONSE TIME**

All requests for service will be made through the Bay County Sheriff's Office or the Panama City Beach Police Department. The County or the City of Panama City Beach, acting through the Bay County Sheriff's Office or the Panama City Beach Police Department, reserve the right to cancel a request for service at any time, including up to the time of hookup.

Contractor shall respond to the scene of all requests for service made through the Bay County Sheriff's Office or the Panama City Beach Police Department within twenty minutes of receiving the request for service. The wrecker driver shall notify the Bay

County Sheriff's Office or the Panama City Beach Police Department Communications Section as the case may be of any estimated time of delay and the reason for the delay.

Contractor will be required to use its own skill, judgment and equipment to responsibly tow, store and release vehicles required to be towed under the Contract.

The Bay County Sheriff's Office and Panama City Beach Police Department need not be present at the scene to request service.

Contractor shall be obligated to tow vehicles designated by a Bay County Sheriff's Deputy or a Panama City Beach Police Officer, or any law enforcement officer working with either department, as illegally parked within the service area and service period of this agreement. Parking violation tickets may not be issued. Designation shall be made by the officer's oral, radio transmission to his/her dispatcher identifying him/herself, providing a "quick" description of the vehicle(s), the registration number(s) and state of registration and the general location of the vehicle(s). Promptly after designating one or more cars to be illegally parked, the officer will request the contractor to tow and give the contractor the same information given the dispatcher. The officer may, or may not be present when the tow is initiated. If the officer is not present, before initiating the tow the contractor shall confirm by oral communication with the dispatcher that the vehicle identified by location, general description and registration number and state has been designated as illegally parked. The contractor is encouraged to report illegally parked vehicles and request an officer be dispatched to designate them as illegal and subject to tow. The contractor shall not tow any vehicle not confirmed as illegally parked by the officer present or by the dispatcher. The purpose of this process is to expedite removal of illegally parked vehicles by authorizing tows outside the presence of the designating officer, but at the same time having a law enforcement officer create a record, to be confirmed by the contractor, that the vehicle is illegally parked.

Bay County and the City of Panama City Beach reserve the right to call other towing companies to provide service within the service area whenever contractor is not able to adequately or timely provide service.

All wrecker operators, telephone operators, storage lot attendants and other personnel utilized by contractor shall at all times be dressed in clean and neat attire and conduct themselves in a calm, polite, professional and respectful manner regardless of how abusive a person offended by the tow may become. In the event of a complaint deemed justified by the Bay County Sheriff's Office or the PCB Police Department, the contractor shall be required to make a written apology to such persons and in such form and substance as the Bay County Sheriff's Office or the PCB Police Department may require.

Sirens on wreckers are prohibited. Unless authorized by the Bay County Sheriff's Office or the Panama City Beach Police Department, flashing amber lights shall not be used while responding to a call for wrecker service.

Unless the Bay County Sheriff's Office, Panama City Beach Police Department or vehicle owner specifically requests the transport on a slide back carrier, Contractor shall

charge the rate for the equipment required to safely tow the vehicle, regardless of the tow vehicle used. Any ancillary service, such as the use of a dolly, dropping and hooking up linkage, are to be performed only if required and appropriate.

When a vehicle is released at the scene by the investigating deputy or officer the wrecker driver shall tow the vehicle directly to the designated storage lot.

### **COMMUNICATIONS EQUIPMENT**

All wreckers operated pursuant to this rule shall be equipped with a business-type communication radio, mobile telephone, or cellular phone. There shall be one radio or telephone for each truck. Such equipment shall be licensed and approved by the Federal Communications Commission (FCC). This equipment shall enable the wrecker driver to communicate with his area of operations from any point within the county or call zone. A citizens band (CB) radio does not meet the requirements of this section.

The Contractor will maintain a central phone number that is answered 24 hours a day.

### **TOWING AND STORAGE RATES**

The rates charged shall be pursuant to the Bay County Ordinance No. 08-17. By submitting this proposal, the Contractor agrees to charge the rates specified therein.\*

The applicable tow rate structure shall depend upon the requirements of the towed vehicle, rather than the actual tow truck used; e.g. if a Class "B" wrecker is used to tow a sedan, the Class "A" rate structure shall be the basis for charges imposed.

The Contractor shall collect all towing and storage fees, in compliance with the established rates from the authorized owner or his/her authorized representative.

If prior to towing, a ticketed vehicle is secured to a wrecker and the vehicle owner appears to claim their vehicle, the operator shall be entitled to charge 50% of the regulated tow charge and shall immediately release the vehicle.

Daily storage charges shall be predicated upon each twenty-four hour period, such charges beginning at the actual time of impounding, e.g. 1:00 pm Monday to 12:59 pm Tuesday, will represent one storage-charge day. Pursuant to F.S. 713.78(2) and Ordinance 08-17 no storage fee shall be charged if such vehicle is stored for less than six hours.

The owner shall be furnished with an itemized statement of all charges for the towing and/or storage of the vehicle when the towed and/or stored vehicle is claimed by the owner.

Bay County, the City, the Bay County Sheriff's Office, and the Panama City Beach Police Department shall not be held responsible or liable to the Contractor for non-payment of any towing or storage fees to the Contractor by the owner of the vehicle.

\*Note: The rates are set forth on Exhibit 2 to this Contract.

Personal property in the vehicle stored by the Contractor shall not be disposed of to defray any charges for towing or storage of vehicles without a court order.

#### **VIEWING OF VEHICLES/REMOVAL OF PERSONAL PROPERTY**

The Contractor shall allow the registered owner or their authorized representative to view said vehicle at all times on the Contractor's premises without any restrictions or requirements other than proof of ownership. If such proof of ownership is claimed to be in the vehicle, the Contractor shall retrieve those items.

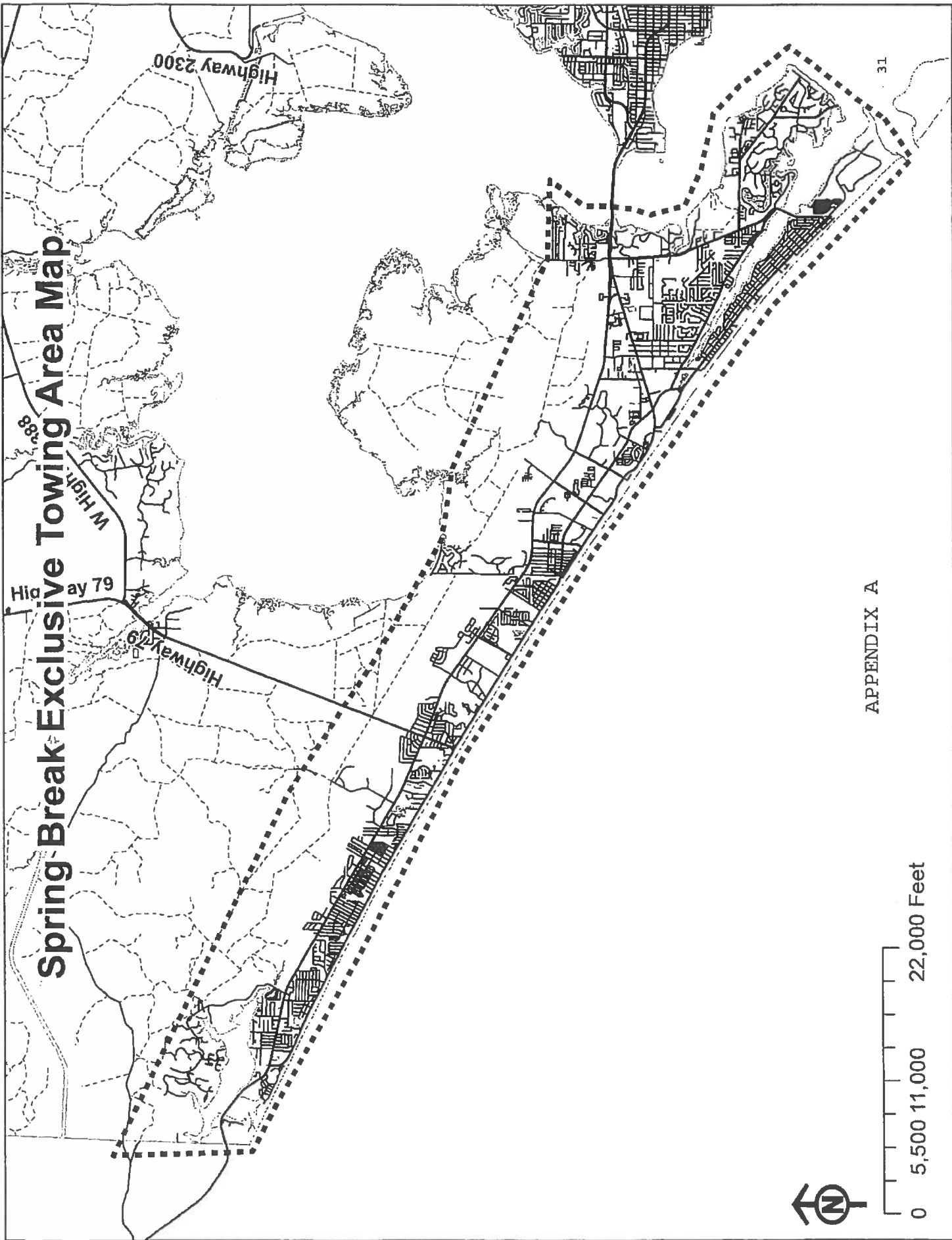
The Contractor shall permit every vehicle owner or their authorized representative to inspect the towed vehicle immediately upon their arrival at the storage site and prior to any payment of charges.

The owner or their authorized representative shall be permitted to remove from the vehicle any and all personal possessions inside but not affixed to the vehicle, including but not limited to radios and telephones, and Contractor shall assist any vehicle owner/representative in doing so. No release or waiver concerning payment of towing and storage shall be required as a condition of release of personal property.

#### **SIGNAGE**

Contractor shall provide the County with a sufficient number of metal signs measuring at least 3 inches by 9 inches, which must clearly indicate, in not less than 2-inch high, light-reflective letters on a contrasting background, the name and current telephone number of the Contractor towing or removing the vehicle, which the County and the City shall be attached to no parking or tow area signs within their respective jurisdictions.

# Spring Break Exclusive Towing Area Map



APPENDIX A

## EXHIBIT 2

PART II - CODE OF ORDINANCES  
APPENDIX A ZONING  
ARTICLE XXII. - SIGN CODE

### ARTICLE IV. - TOWING RATES AND REGULATIONS

#### Sec. 24-100. - Rates and regulations.

When any vehicle is towed or otherwise removed from private property within the unincorporated areas of the county at the request of a private property owner or at the request of a law enforcement agency a wrecked or disabled vehicle is removed from an accident scene or other public property, it shall be unlawful for any towing firm, corporation or person to charge or file a lien to collect any type of fee other than fees set forth herein for which the board of county commissioners has set specific maximum rates, or to charge or file a lien to collect for towing or storage or other services in excess of the rates provided below:

(1) *Towing charges:*

a. *Class A wrecker:*

(i) Anywhere within the unincorporated areas of Bay County between the hours of 8:00 a.m. and 5:00 p.m. ....\$87.50

If "dolly" required, an additional .....20.00

(ii) Anywhere within the unincorporated areas of Bay County between the hours of 5:00 p.m. and 8:00 a.m. ....97.50

If "dolly" required, an additional .....20.00

b. *Class B wrecker:*

(i) Anywhere within the unincorporated areas of Bay County between the hours of 8:00 a.m. and 5:00 p.m. ....115.00

(ii) Anywhere within the unincorporated areas of Bay County between the hours of 5:00 p.m. and 8:00 a.m. ....125.00

c. *Class C wrecker: .....220.00*

(2) *Storage charges:*

a. *Class A wrecker:*

First six hours .....No charge

After six hours, per 24-hour period or fraction thereof

Outside .....15.00

Inside .....20.00

b. *Class B wrecker:*

First six hours .....No charge

After six hours, per 24-hour period or fraction thereof .....20.00

c. *Class C wrecker:*

First six hours .....No charge

After six hours, per 24-hour period or fraction thereof .....30.00

(3) *Administrative charges:* A maximum of \$30.00 may be charged to the owner of a vehicle towed and subsequently stored for more than 24 hours, for the costs of preparing, filing or mailing of any forms or notices required by law. All towing companies or persons performing towing services shall comply with the provisions of F.S. § 713.78, and in particular the notice provisions. Failure to comply with the provisions of F.S. § 713.78 shall result in the violator's removal from the rotation list for unincorporated county tows in addition to any other penalties imposed by law.

(4) Mileage rate, per mile for travel and towing of a vehicle outside of the ten-mile radius from the wrecker operator's place of business:

a. *Class A wrecker:* .....3.00

b. *Class B wrecker:* .....4.00

c. *Class C wrecker:* .....4.00

(5) Hourly rate, for waiting or working time on scene which requires removal of submerged or overturned vehicles, or retrieval of vehicles from ditches, following the first 30 minutes of working or waiting time for which there shall be no charge imposed:

a. *Class A wrecker:* \$78.00 hr/19.50 per ¼ hour.

b. *Class B wrecker:* \$80.00 hr/20.00 per ¼ hour.

c. *Class C wrecker:* \$175.00 hr/43.75 per ¼ hour.

(Ord. No. 08-17, § 1, 3-4-08)



CODE OF ORDINANCES  
Chapter 22 - TRAFFIC AND MOTOR VEHICLES  
ARTICLE V. - LICENSING OF TOWING FIRMS AND REGULATING RATES

**ARTICLE V. - LICENSING OF TOWING FIRMS AND REGULATING RATES**

**Sec. 22-70. - Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings respectively ascribed to them:

*Vehicle.* As used in this article, the term "vehicle" means any mobile item which normally uses wheels, whether motorized or not.

*Person.* As used in this article, the term "person" is any person, firm, partnership, association, corporation, company or organization of any kind.

(Ord. No. 364, § 1, 5-31-90; Ord. No. 395, § 1, 6-11-92)

**Sec. 22-71. - Rates.**

When any vehicle is towed or otherwise removed from private property within the City at the request of a private property owner or the City's Police Department to remove a wrecked or disabled vehicle from an accident scene, it shall be unlawful for any person to charge or file a lien to collect any type of fee other than fees set forth herein for which the City Council has set specific rates, or to charge or file a lien to collect for towing or storage or other services in excess of the rates provided below:

(1) *Towing Charges:*

a. **CLASS A wrecker:**

(i.) Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m.  
.....\$87.50

If "dolly" required, an additional \$20.00

(ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m.  
.....\$97.50

If "dolly" required, an additional \$20.00

b. **CLASS B wrecker:**

(i.) Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m.  
.....\$115.00

(ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m.  
.....\$125.00

c. **CLASS C wrecker: .....\$220.00**

(2) *Storage Charges:*

a. **CLASS A wrecker:**

First six (6) hours .....No Charge

b. After six (6) hours, per twenty-four (24) hour period or fraction thereof:

Outside .....\$15.00

Inside .....\$20.00

c. **CLASS B wrecker:**

First six (6) hours .....No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof .....\$20.00

d. **CLASS C wrecker:**

First six (6) hours .....No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof .....\$30.00

(3) *Administrative Charges:* A maximum of thirty dollars (\$30.00) may be charged to the owner of a vehicle towed and subsequently stored for more than twenty-four hours, for the costs of preparing, filing or mailing of any forms or notices required by law.

(4) *Mileage Rate:* Per mile for travel and towing of a vehicle outside of the ten-mile radius from the wrecker operator's place of business:

a. **CLASS A wrecker:** .....\$3.00

b. **CLASS B wrecker:** .....\$4.00

c. **CLASS C wrecker:** .....\$4.00

(5) *Hourly Rate:* For waiting or working time on scene which requires removal of submerged or overturned vehicles, or retrieval of vehicles from ditches, following the first thirty (30) minutes of working or waiting time for which there shall be no charge imposed:

a. **CLASS A wrecker:**

Per hour .....\$78.00

Per ¼ hour .....\$19.50

b. **CLASS B wrecker:**

Per hour .....\$80.00

Per ¼ hour/\$20.00

c. **CLASS C wrecker:**

Per hour .....\$175.00

Per ¼ hour .....\$43.75

(Ord. No. 364, § 1, 5-31-90; Ord. No. 395, § 1, 6-11-92; Ord. No. 935, § 1, 3-24-05; Ord. No. 1080, § 1, 7-26-07; Ord. No. 1105, § 1, 2-14-08; Ord. No. 1134, § 1, 10-9-08)

**Sec. 22-72. - Penalty.**

Each individual act of towing or otherwise removing a vehicle or causing a vehicle to be towed or removed in violation of this article shall constitute a separate offense punishable pursuant to section 1-12 of the Panama City Beach Code.

(Ord. No. 364, § 1, 5-31-90; Ord. No. 395, § 1, 6-11-92)

**Cross reference—** Licenses and license taxes, Ch. 14.

**Secs. 22-73—22-99. - Reserved.**

**EXHIBIT 3  
INSURANCE REQUIREMENTS**

**1. LOSS CONTROL/SAFETY**

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County or City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County or the City.

c. The Contractor acknowledges that the use, or threat of use of weapons or firearms is not permitted on County or City property, provided however that employees of the Contractor and its subcontractors may keep legal firearms locked inside or locked to a private motor vehicle when such firearm is kept for lawful purposes.

**2. DRUG FREE WORK PLACE REQUIREMENTS**

Contractors, and subcontractors, and the employees of such Contractors and subcontractors shall be subject to the Substance Abuse Policy of the Bay County Board of Commissioners. (A copy of this Policy may be obtained from the Purchasing Director). In the event of an employee of a Contractor or subcontractor is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the Contractor or subcontractor to cure the violation the County may exercise its right to bar all of the Contractor's and subcontractor's, employees from the County's premises and job sites, or decline to do business with the Contractor or subcontractor in the future. All expenses and penalties incurred by a Contractor or subcontractor as a result of a violation of the County's Substance Abuse Policy shall be borne by the Contractor or subcontractor.

**3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County and the City, on policies and with insurers acceptable to the County and the City. These insurance requirements shall not limit the liability of the Contractor. The County and the City do not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely the minimum required.

b. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County or the City. They shall be reduced or eliminated at the option of the County or the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

c. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County or the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Duty to Pay Defense Costs and Expenses, Insurance, Certificates of Insurance, and any Additional Insurance provisions of the Contract.

d. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County and the City an Affidavit stating that they meet all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent Contractors, contractual liability covering this Contract, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

j. **EXCESS OR UMBRELLA LIABILITY COVERAGE**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

k. **CERTIFICATES OF INSURANCE**

1. Required insurance shall be documented in Certificates of Insurance which provide that the County and the City shall be notified at least 30 days

in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401 and to the CITY OF PANAMA CITY BEACH, Attn: Mario Gisbert, City Manager, City Hall, 110 S. Arnold Road, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to these addresses. Each Certificate will address the service being rendered to the County or the City by the Contractor. **The County and the City shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the County and the City at least 15 days after coverage renewals.

3. If requested by the County or the City, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County or the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

#### I. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County or the City, or by any of their representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

#### 4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance. **The County and the City shall be named as an Additional Insured on the following required policies of liability insurance..**

**Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of N/A per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

**Commercial General Liability Increased General Aggregate Limit  
(or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this Contract or contract.

**Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to Contractor that coverage already applies to this Contract, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

**Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

**Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all Contractors and Sub-Contractors. The insurance is to be endorsed to grant permission to occupy.

**Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

**Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

**Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. **The Contractor may declare self-insurance for Contractor equipment.**

**Fidelity/Dishonesty**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

\*Not required if this coverage is included in "On-hook/Cargo Coverage" or elsewhere in the policy and shown on the Certificate of Insurance.

**Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

**Garage Liability Coverage**

Garage Liability insurance is to be purchased to provide protection against claims that may arise from the daily operations or services provided by the Contractor and its employees.



**Garage Keepers Coverage (Direct Excess or Direct Primary)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, for vehicles of others while in the care, custody, and control of the Contractor. Direct Excess provides legal liability coverage, but also will pay for damages that were not your fault if there is no other coverage on the car. Direct Primary provides that your policy pays for damage to the car regardless of fault even if there is other insurance on the car.

Minimum coverage allowable is Direct Excess.

**On Hook/Cargo Coverage**

This covers exposures that involve property and merchandise of others while in transit, such as a vehicle in tow and its contents.

**Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

**Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

**Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

**Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this Contract or contract.

**United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this Contract or contract.

**Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this Contract or contract.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BM

DATE (MM/DD/YYYY)  
01/25/2013

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 LIABILITY DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Chase Insurance Agency Inc P O Box 17497 Plantation, FL 33318-7497 RICK CHASE	Phone: 954-792-4300 Fax: 954-791-9344	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>GULFC-5</b>																					
INSURED <b>Gulf County Wrecker Service</b> <b>Whites Wrecker Service LLC dba</b> <b>P.O. Box 621</b> <b>Wewahitchka, FL 32465</b>		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Nova Casualty Co</td> <td></td> <td>42552</td> </tr> <tr> <td>INSURER B : CNA Surety</td> <td></td> <td></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 : Nova Casualty Co		42552	INSURER B : CNA Surety			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A : Nova Casualty Co		42552																					
INSURER B : CNA Surety																							
INSURER C :																							
INSURER D :																							
INSURER E :																							
INSURER F :																							

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability	X	TIP-CL-0011710-0	09/15/2012	09/15/2013	EACH OCCURRENCE	\$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		TIP-CL-0011710-0	09/15/2012	09/15/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	TIP-CL-0011710-0	09/15/2012	09/15/2013	COMBINED SINGLE LIMIT (Ea accidnt)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accidnt)	\$
						PROPERTY DAMAGE (Per accidnt)	\$
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B	DISHONESTY BOND		71371604	01/25/2013	01/25/2014	NO DED	5,000
A	ON-HOOK & CARGO		TIP-CL-0011710-0	09/15/2012	09/15/2013	\$1000 DED	See Veh Sch

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
GARAGEKEEPERS DIRECT EXCESS LIMITS AS LISTED: \$250,000 @ 6120 E. Hwy 22, Panama City, FL 32404 & \$120,000 @ 8705 Front Beach Road, Panama City, FL 32408. Bay County Board of Commissioners & City of Panama City Beach are listed as an Additional Insured for both General Liability and Business Auto Liability. SEE ATTACHED HOLD HARMLESS ADDENDUM

CERTIFICATE HOLDER	CANCELLATION
BAYCO05  Bay County Board of Commissioners 840 West 11th Street Panama City, FL 32401	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 <i>R. H. Chaza</i>

© 1988-2009 ACORD CORPORATION. All rights reserved.

**NOTEPAD:**

HOLDER CODE BAYCO05  
INSURED'S NAME Gulf County Wrecker Service

GULFC-5  
OP ID: BM

PAGE 2  
DATE 01/25/13

The Contractor agrees to defend, indemnify and hold the COUNTY harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the contract unless such claims are a result of the COUNTY's sole negligence. Nothing herein shall waive or modify the sovereign immunity of the County.

<b>VEHICLE SCHEDULE</b>
-------------------------

**Insured:** Gulf County Wrecker Service

**Policy Term:** 09/15/12 To 09/15/13

**Vehicle Information**

YEAR	MAKE	MODEL	COMPRE- HENSIVE	COLLISION	ON HOOK & CARGO	VEHICLE I.D.
2003	Chev	Rollback	NONE	NONE	\$100,000	1GBK7J1353F508876
2004	Chev	Rollback	NONE	NONE	\$100,000	1GBK7C1C14F502456
2007	Dodge	Wrecker	NONE	NONE	\$100,000	3D7MX46C27G716206
2004	Peterbilt	Wrecker	1000	1000	\$250,000	1NP5XBEX14D830870
2008	Chevy	Wrecker	NONE	NONE	\$100,000	1GBJK39KX8E172849
1978	Kenworth	Wrecker	NONE	NONE	\$100,000	1608285
2008	Dodge	Wrecker	1000	1000	\$100,000	3D6VD78A08G125845
2009	GMC	Wheel-Lift	1000	1000	\$100,000	1GDJK84K39B152584
2006	FRHT	Wrecker	1000	1000	\$100,000	1FVACXCS06HV81502
1995	Int'l	Rollback	NONE	NONE	\$100,000	1HTSDAAN4SH212257
2012	Ford	F550	1000	1000	\$100,000	1FDUF5GY3CEA84066
2012	Ford	F550	1000	1000	\$100,000	1FDUF5GY6CBB69127
2001	Ford	Wrecker	NONE	NONE	\$100,000	1FDAF57F81EA68525
1996	Kenworth	Wrecker	1000	1000	\$100,000	1XKADR9XXTR732024
2007	Ford	Wrecker	1000	1000	\$100,000	1FDAF57P47EA69124
2012	Ford	F550	1000	1000	\$100,000	1FDUF5GY7CEC02507

1995 Ford	Rollback	NONE	NONE	\$100,000	1FDLF47F2SEA33161
2012 Ford	SelfLoader	1000	1000	\$100,000	1FDUF4HT0CEA08270
2007 Kenworth	Wrecker	1000	1000	\$100,000	1XKDDU9X07R196707

OP ID: BM



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/28/2013

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

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

PRODUCER Chase Insurance Agency Inc P O Box 17497 Plantation, FL 33318-7497 RICK CHASE	Phone: 954-792-4300 Fax: 954-791-9344	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: GULFC-5
	INSURER(S) AFFORDING COVERAGE	
INSURED Gulf County Wrecker Service Whites Wrecker Service LLC dba P.O. Box 621 Wewahitchka, FL 32465	INSURER A : Nova Casualty Co NAIC # 42552	
	INSURER B : CNA Surety	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability	X		TIP-CL-0011710-0	09/15/2012	09/15/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TIP-CL-0011710-0	09/15/2012	09/15/2013	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		TIP-CL-0011710-0	09/15/2012	09/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	DISHONESTY BOND			71371604	01/25/2013	01/25/2014	NO DED 5,000
A	ON-HOOK & CARGO			TIP-CL-0011710-0	09/15/2012	09/15/2013	\$1000 DED See Veh Sch

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 GARAGEKEEPERS DIRECT EXCESS LIMITS AS LISTED: \$250,000 @ 6120 E. Hwy 22, Panama City, FL 32404 & \$120,000 @ 8705 Front Beach Road, Panama City, FL 32408. The City of Panama City Beach is named as an Additional Insured for both General Liability and Business Auto Liability.

CERTIFICATE HOLDER CITYP04 City of Panama City Beach Attn: Mario Gisbert City Manager 110 S. Arnold Road Panama City Beach, FL 32413	CANCELLATION 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 
--------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2009 ACORD CORPORATION. All rights reserved.

<b>VEHICLE SCHEDULE</b>
-------------------------

**Insured:** Gulf County Wrecker Service

**Policy Term:** 09/15/12 To 09/15/13

### Vehicle Information

YEAR	MAKE	MODEL	COMPRE- HENSIVE	COLLISION	ON HOOK & CARGO	VEHICLE I.D.
2003	Chev	Rollback	NONE	NONE	\$100,000	1GBK7J1353F508876
2004	Chev	Rollback	NONE	NONE	\$100,000	1GBK7C1C14F502456
2007	Dodge	Wrecker	NONE	NONE	\$100,000	3D7MX46C27G716206
2004	Peterbilt	Wrecker	1000	1000	\$250,000	1NP5XBEX14D830870
2008	Chevy	Wrecker	NONE	NONE	\$100,000	1GBJK39KX8E172849
1978	Kenworth	Wrecker	NONE	NONE	\$100,000	1608285
2008	Dodge	Wrecker	1000	1000	\$100,000	3D6WD78A08G125845
2009	GMC	Wheel-Lift	1000	1000	\$100,000	1GDJK84K39E152584
2006	FRHT	Wrecker	1000	1000	\$100,000	1FVACXCS06HV81502
1995	Int'l	Rollback	NONE	NONE	\$100,000	1HTSDAAN4SH212257
2012	Ford	F550	1000	1000	\$100,000	1FDUF5GY3CEA84066
2012	Ford	F550	1000	1000	\$100,000	1FDUF5GY6CEB69127
2001	Ford	Wrecker	NONE	NONE	\$100,000	1FDAF57F81EA68525
1996	Kenworth	Wrecker	1000	1000	\$100,000	1XKADR9XXTR732024
2007	Ford	Wrecker	1000	1000	\$100,000	1FDAF57P47EA69124
2012	Ford	F550	1000	1000	\$100,000	1FDUF5GY7CEC02507



1995 Ford	Rollback	NONE	NONE	\$100,000	1FDLF47F2SEA33161
2012 Ford	SelfLoader	1000	1000	\$100,000	1FDUF4HTOCEA08270
2007 Kenworth	Wrecker	1000	1000	\$100,000	1XKDDU9X07R196707

**White's Wrecker Service, llc  
DBA Gulf County Wrecker Service  
8705 Front Beach Road  
Panama City Beach, FL 32408  
850-215-8695**

January 28, 2013

Attention:

**Bay County Board of Commissioners  
840 W. 11<sup>th</sup> Street  
Panama City, FL 32401**

In reference to Contractor's Insurance, White's Wrecker Service, llc Dba Gulf County Wrecker Service is self-insured. Bay County Board of Commissioners and City of Panama City Beach will not be held liable for any incidents that may occur.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard White', written over a horizontal line.

Richard White  
Owner

**White's Wrecker Service, llc  
DBA Gulf County Wrecker Service  
8705 Front Beach Road  
Panama City Beach, FL 32408  
850-215-8695**

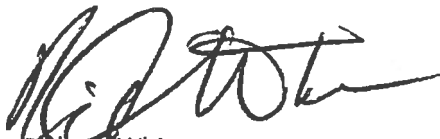
January 28, 2013

Attention:

**City of Panama City Beach  
Attn: Mario Gisbert / City Manager  
City Hall  
110 S. Arnold Road  
Panama City Beach, FL 32413**

In reference to Contractor's Insurance, White's Wrecker Service, llc Dba Gulf County Wrecker Service is self-insured. Bay County Board of Commissioners and City of Panama City Beach will not be held liable for any incidents that may occur.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard White', written in a cursive style.

Richard White

Owner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2013

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

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

<b>PRODUCER</b> Alliance Insurance Solutions, LLC ID: (PEMCO) c/o Progressive Employer Management Company, Inc. 6407 Parkland Dr Sarasota, FL 34243	<b>CONTACT NAME:</b> Joe Ott	
	<b>PHONE (A/C, No, Ext):</b> 941-925-2990	<b>FAX (A/C, No):</b> 866-377-3044
<b>E-MAIL ADDRESS:</b> j.ott@progressiveemployer.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> SUNZ Insurance Company		34762
<b>INSURER B:</b> Aspen Re - London - Best Rating "A"		
<b>INSURER C:</b> Catlin Syndicate - Lloyds - Best Rating "A"		
<b>INSURER D:</b> Brit Syndicate - Lloyds - Best Rating "A"		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Progressive Employer Management Company, Inc.  
 Progressive Employer Management Company II, Inc.  
 29 N Pinellas Avenue  
 Tarpon Springs FL 34689

**COVERAGES**

CERTIFICATE NUMBER: 15333658

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<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		N/A	WCPEO0000137 01	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation						This is for informational purposes and nothing shall create any right under such reinsurance.
C	Excess Coverage						
D							

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

Coverage Provided for all leased employees but not subcontractors of: Gulf County Wrecker Service  
 Client Effective: 1/1/2012

**CERTIFICATE HOLDER**

081247

Bay County Board Of Commissioners  
 840 W 11th St.  
 Panama City FL 32401

**CANCELLATION**

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

Glen J Distefano

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2013

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

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

PRODUCER Alliance Insurance Solutions, LLC c/o Progressive Employer Management Company, Inc. 6407 Parkland Dr Sarasota, FL 34243	ID: (PEMCO)	CONTACT NAME: Joe Ott
		PHONE (A/C, No, Ext): 941-925-2990 FAX (A/C, No): 866-377-3044
		E-MAIL ADDRESS: jott@progressiveemployer.com
		INSURER(S) AFFORDING COVERAGE
		NAIC #
		INSURER A: SUNZ Insurance Company 34762
		INSURER B: Aspen Re - London - Best Rating "A"
		INSURER C: Catlin Syndicate - Lloyds - Best Rating "A"
		INSURER D: Brit Syndicate - Lloyds - Best Rating "A"
		INSURER E:
		INSURER F:

INSURED  
Progressive Employer Management Company, Inc.  
Progressive Employer Management Company II, Inc.  
29 N Pinellas Avenue  
Tarpon Springs FL 34689

COVERAGES CERTIFICATE NUMBER: 15333669 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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY PRO-JECT LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCPEO0000137 01	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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	Workers Compensation					This is for informational purposes and nothing shall create any right under such reinsurance.
C	Excess Coverage					
D						

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

Coverage Provided for all leased employees but not subcontractors of: Gulf County Wrecker Service  
Client Effective: 1/1/2012

CERTIFICATE HOLDER	CANCELLATION
081247 City Of Panama City Beach Attn: Mario Gisbert, City Manager City Hall 110 S Arnold Road Panama City Beach FL 32413	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  Glen J Distefano

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD