



SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING NOTICE AND AGENDA  
DECEMBER 12, 2019 – 5:00 PM  
CITY HALL COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

**NOTICE IS HEREBY GIVEN** that the San Fernando City Council will hold a Special Meeting on **Thursday, December 12, 2019, at 5:00 p.m.**, in the City Hall Council Chambers, located at 117 Macneil Street, San Fernando, California.

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo  
Vice Mayor Hector A. Pacheco  
Councilmember Sylvia Ballin  
Councilmember Robert C. Gonzales  
Councilmember Mary Mendoza

**PLEDGE OF ALLEGIANCE**

Led by Mayor Joel Fajardo

**APPROVAL OF AGENDA**

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There will be a three (3) minute limitation per each member of the audience who wishes to make comments in order to provide a full opportunity to every person who desires to address the City Council. Only matters contained in this notice may be considered.

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**CONSENT CALENDAR**

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

**1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 19-122 approving the Warrant Register.

**ADMINISTRATIVE REPORTS****2) CONSIDERATION TO APPROVE A FRANCHISE AGREEMENT FOR TOWING AND STORAGE SERVICES**

Recommend that the City Council:

- a. Approve a Franchise Agreement for Vehicle Towing and Storage Services between the City and Black & White Towing, Inc. (Contract No. 1937) for a term of five years; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

**3) CONSIDERATION TO SUBMIT A BALLOT ARGUMENT RELATED TO THE BALLOT MEASURE TO BAN MARIJUANA BUSINESS ACTIVITY IN THE CITY AND PROVIDE RELATED BALLOT INFORMATION TO THE COMMUNITY**

Recommend that the City Council:

- a. Discuss submittal of a Ballot Argument;
- b. Discuss ballot related information to be provided to the community; and
- c. Provide direction to staff, as appropriate.

**4) DISCUSSION REGARDING START TIME FOR CLOSED SESSION ITEMS**

This item was placed on the agenda by Councilmember Sylvia Ballin.

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**RECESS TO CLOSED SESSION****A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units that are the Subject of Negotiation:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

**B) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

G.C. § 54956.9(d)(2) AND 54956.9(e)(1)

One (1) Matter

**RECONVENE/REPORT OUT FROM CLOSED SESSION****ADJOURNMENT**

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting.*

*Cynthia Alba*

*Deputy City Clerk/Management Analyst*

*Signed and Posted: December 11, 2019 (4:00 p.m.)*

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*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.*



# **Special Meeting**

# **San Fernando City Council**

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
By: Diego Ibañez, Director of Finance

**Date:** December 12, 2019

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-122 (Attachment "A") approving the Warrant Register.

### BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

### ATTACHMENT:

A. Resolution No. 19-122

**ATTACHMENT "A"****RESOLUTION NO. 19-122****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT  
REGISTER NO. 19-122****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY  
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 12<sup>th</sup> day of December, 2019.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES    ) ss**  
**CITY OF SAN FERNANDO        )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 12<sup>th</sup> day of December, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

vchlist		Voucher List				Page: 2	
12/10/2019 10:55:07AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
217096	12/16/2019	100188 100188 ANDY GUMP INC.	(Continued)			Total :	986.34
217097	12/16/2019	100222 ARROYO BUILDING MATERIALS, INC	236850	12046	HARDWARE SUPPLIES AND U-CARTS (001-311-0000-4300)		24.16
						Total :	24.16
217098	12/16/2019	893413 ASZKENAZY, MARTHA	08232019		DAMAGE CLAIM REIMB. 006-190-0000-4800		329.82
						Total :	329.82
217099	12/16/2019	893056 AVENU MUNISERVICES	INV06-007585		CAFR REPORT 001-130-0000-4270		1,000.00
						Total :	1,000.00
217100	12/16/2019	893013 AYSON, LEILANI	NOV 2019		ZUMBA INSTRUCTOR 017-420-1337-4260		150.00
						Total :	150.00
217101	12/16/2019	890546 BARAJAS, CRYSTAL	NOV 2019	12071	MMAP ARTIST INSTRUCTOR: CRYSTAL 109-424-3693-4260		153.00
						Total :	153.00
217102	12/16/2019	892784 BARAJAS, MARIA BERENICE	NOV 2019	12096	FITNESS INSTRUCTOR 017-420-1337-4260		540.00
			NOV 2019-2	12096	FITNESS INSTRUCTOR 017-420-1337-4260		60.00
						Total :	600.00
217103	12/16/2019	891301 BERNARDEZ, RENATE Z.	544		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270		250.00
						Total :	250.00
217104	12/16/2019	888800 BUSINESS CARD	112019-1		AIRFARE-CONFERENCE 001-222-0000-4370		141.96
			112019-2		AIRFARE-CONFERENCE 001-225-0000-4370		141.96
			112019-3		AIRFARE-CONFERENCE 001-150-0000-4370		117.96
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217104	12/16/2019	888800 BUSINESS CARD	(Continued) 112519		LODGING-CONFERENCE 001-225-0000-4360	293.98
			112619		NEXT DAY DELIVERY 001-222-0000-4300	25.50
			112919		COMM CTR TV 001-222-0000-4300	309.86
					<b>Total :</b>	<b>1,031.22</b>
217105	12/16/2019	100462 BYRD INDUSTRIAL ELECTRONICS	1018-19	12105	BLANKET PO FOR SCADA PROGRAMM 070-384-0000-4260	1,076.64
			921-19	12105	BLANKET PO FOR SCADA PROGRAMM 070-384-0000-4260	1,680.00
					<b>Total :</b>	<b>2,756.64</b>
217106	12/16/2019	893049 CALDERA, LINDA	112919		FACE PAINTING SERVICES-TREE LIGH 004-2359	150.00
					<b>Total :</b>	<b>150.00</b>
217107	12/16/2019	891346 CAMPBELL, AMANDA D	112919		FACE PAINTING SERVICES-TREE LIGH 004-2359	180.00
					<b>Total :</b>	<b>180.00</b>
217108	12/16/2019	891860 CARL WARREN & COMPANY	10512-10526		REIMB. OF ITF ACCT (LIABILITY CLAIM 006-1037	2,881.50
					<b>Total :</b>	<b>2,881.50</b>
217109	12/16/2019	893407 CARRILLO, KRISTINE	62-2792-04		WATER ACCT REFUND-447 N WORKMA 070-2010	1.16
					<b>Total :</b>	<b>1.16</b>
217110	12/16/2019	893177 CELL ENERGY	IN0005226	12033	SERV. FOR VEH. BATTERIES (DELIVER 041-1215	702.42
					<b>Total :</b>	<b>702.42</b>
217111	12/16/2019	893380 CHAVEZ, DANIEL	112919		FACE PAINTING SERVICES-TREE LIGH 004-2359	150.00
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217111	12/16/2019	893380 CHAVEZ, DANIEL	(Continued)			<b>Total : 150.00</b>
217112	12/16/2019	103029 CITY OF SAN FERNANDO	2172-2207		REIMBURSEMENT TO WORKERS COM 006-1038	17,715.08
					<b>Total :</b>	<b>17,715.08</b>
217113	12/16/2019	890893 CITY OF SAN FERNANDO	DEC 2019		VARIOUS CITY PROPERTY UTILITY BIL 043-390-0000-4210	19,414.39
			NOV 2019		COMMISSIONER'S STIPEND DONATIO 001-115-0000-4111	75.00
					<b>Total :</b>	<b>19,489.39</b>
217114	12/16/2019	100766 COMMUNITY DEVELOPMENT	NONPO		LOAN REIMB TO CDC 026-2085	10,222.50
					<b>Total :</b>	<b>10,222.50</b>
217115	12/16/2019	100805 COOPER HARDWARE INC.	118597	12034	MISCELLANEOUS SUPPLIES FOR PW (C 043-390-0000-4300	8.75
			118625	12034	MISCELLANEOUS SUPPLIES FOR PW (C 043-390-0000-4300	8.76
			118639	12034	MISCELLANEOUS SUPPLIES FOR PW (C 043-390-0000-4300	62.47
			118731	12034	MISCELLANEOUS SUPPLIES FOR PW (C 043-390-0000-4300	39.38
			118733	12034	MISCELLANEOUS SUPPLIES FOR PW (C 070-384-0000-4310	12.98
			118813	12034	MISCELLANEOUS SUPPLIES FOR PW (C 072-360-0000-4300	38.46
					<b>Total :</b>	<b>170.80</b>
217116	12/16/2019	888743 COUNTY OF LOS ANGELES	AR0232247		BACKFLOW-PD BOILER ROOM, BRANC 043-390-0000-4260	74.00
					<b>Total :</b>	<b>74.00</b>
217117	12/16/2019	887121 DELL MARKETING L.P.	10355876250	12143	OPTIPLEX DESKTOP COMPUTER FOR 001-310-0000-4300	603.86
					<b>Total :</b>	<b>603.86</b>
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217118	12/16/2019	101010 DUTHIE POWER SERVICES INC.	A70431	12073	GENERATOR MAINTENANCE AND EME 070-384-0000-4400	587.14 <b>587.14</b>
217119	12/16/2019	892741 ELECTRIC GATE STORE, INC	161359		ELECTRIC GATE SUPPLIES 043-390-0000-4300	185.11 <b>185.11</b>
217120	12/16/2019	892826 EMBASSY CONSULTING	98552		RGSTR-STC CERT. CRISIS INTERVENT 001-225-3688-4360	198.00 <b>198.00</b>
217121	12/16/2019	890879 EUROFINS EATON ANALYTICAL, INC	FOLDER 819221	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	754.20
			L0482045	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0483813	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0484444	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
			L0484445	12036	WATER TESTING AND ANALYSIS SERV 070-384-0000-4260	144.00
					<b>Total :</b>	<b>1,330.20</b>
217122	12/16/2019	103851 EVERSOF, INC.	R2009114		WATER SOFTNER RENTAL-WELL 2A 070-384-0000-4260	167.32 <b>167.32</b>
217123	12/16/2019	893194 FCG CONSULTANTS, INC	1065-1003	11981	INSPECTION SERVICES-OCT 2019 070-385-6673-4600	8,712.00 <b>8,712.00</b>
217124	12/16/2019	101147 FEDEX	6-853-20061		COURIER SERVICES 001-190-0000-4280	76.24 <b>76.24</b>
217125	12/16/2019	892198 FRONTIER COMMUNICATIONS	209-150-5250-081292		RADIO REPEATER-POLICE 001-222-0000-4220	45.83
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217125	12/16/2019	892198 FRONTIER COMMUNICATIONS	(Continued) 209-150-5251-040172		MWD METER (P.W.) 070-384-0000-4220	45.83
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	41.70
			209-151-4943-081292		RADIO REPEATER (POLICE) 001-222-0000-4220	45.83
			818-361-6728-080105		ENGINEERING FAX LINE 001-310-0000-4220	38.07
			818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	38.02
			818-837-1509-032207		PUBLIC WORKS PHONE LINES 001-190-0000-4220	28.94
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	342.75
			818-838-4969-021803		POLICE DEPT ALARM PANEL 001-222-0000-4220	116.44
					<b>Total :</b>	<b>743.41</b>
217126	12/16/2019	892660 G2 CONSTRUCTION, INC.	191119-B	12102	CITYWIDE CATCH BASIN MAINTENANC 001-311-0000-4260	13,420.00 <b>13,420.00</b>
217127	12/16/2019	893309 GOMEZ, MELINDA	NOV 2019		BOXING INSTRUCTOR 017-420-1337-4260	175.00 <b>175.00</b>
217128	12/16/2019	892550 GOVEA, DAVID	NOV 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00 <b>75.00</b>
217129	12/16/2019	101376 GRAINGER, INC.	9334747939	12022	SUPPLIES FOR BUILDING, ELECTRICA 041-1215	94.19
			9354025067	12022	SUPPLIES FOR BUILDING, ELECTRICA 070-384-0000-4320	179.22
			9363069676	12022	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	195.62
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217129	12/16/2019	101376 101376 GRAINGER, INC.	(Continued)			Total : 469.03
217130	12/16/2019	893166 GRBCON, INC.	3	11973	GLENOAKS SEWER & WATER IMPROVI 072-365-6673-4600 072-2037	401,787.06 -20,089.35
			4	11973	GLENOAKS SEWER & WATER IMPROVI 072-365-6673-4600 072-2037	102,277.15 -5,113.86
					Total :	478,861.00
217131	12/16/2019	101434 GUZMAN, JESUS ALBERTO	NOV 2019	12074	MMAPI ARTIST INSTRUCTOR: JESUS GI 109-424-3693-4260	900.00
					Total :	900.00
217132	12/16/2019	888647 HDL SOFTWARE, LLC	0015202-IN	12064	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260	5,151.48
					Total :	5,151.48
217133	12/16/2019	893154 HUITT- ZOLLARS, INC	3099580205	11974	DRONFIELD RESERVOIR 070-385-0000-4270	9,385.00
					Total :	9,385.00
217134	12/16/2019	887740 INDUSTRIAL SHOE COMPANY	1100-1206592		SAFETY BOOTS 001-370-0000-4310	310.20
			1100-1207141		WORK BOOTS 001-152-0000-4325	96.80
			1100-1207801		WORK BOOTS 001-152-0000-4325	100.00
					Total :	507.00
217135	12/16/2019	893275 INTERWEST CONSULTING GROUP	53854-2	12051	TEMP. BUILDING INSPECTION SERVI 001-150-0000-4270	600.00
					Total :	600.00
217136	12/16/2019	891777 IRRIGATION EXPRESS	15168045-00	12038	MISC IRRIGATION SUPPLIES FOR REP, 043-390-0000-4300	14.13
			15168453-00	12038	MISC IRRIGATION SUPPLIES FOR REP, 043-390-0000-4300	207.84

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217136	12/16/2019	891777 IRRIGATION EXPRESS	(Continued) 15168468-00	12038	MISC IRRIGATION SUPPLIES FOR REP, 043-390-0000-4300	14.41
			15168490-00	12038	MISC IRRIGATION SUPPLIES FOR REP, 043-390-0000-4300	22.31
					Total :	258.69
217137	12/16/2019	887952 J. Z. LAWNMOWER SHOP	24566	12023	SMALL POWER EQUIPMENT REPAIRS 043-390-0000-4300	65.82
			24567	12023	SMALL POWER EQUIPMENT REPAIRS 043-390-0000-4300	142.07
					Total :	207.89
217138	12/16/2019	893409 JIGANTI, REGINA	31-2820-09		WATER ACCT REFUND-143 HARDING 070-2010	13.89
					Total :	13.89
217139	12/16/2019	889680 JIMENEZ LOPEZ, JUAN MANUEL	NOV 2019	12075	MMAPI INSTRUCTOR: JUAN LOPEZ 109-424-3693-4260	360.00
					Total :	360.00
217140	12/16/2019	892833 KIM TURNER, LLC	1832		RGSTR-STC CERT. ACTIVE SHOOTER (	298.00
					001-225-3688-4360	298.00
					Total :	298.00
217141	12/16/2019	101768 KIMBALL-MIDWEST	7526918		SAFETY GLOVES 001-370-0301-4300	65.59
			7527056		DEPT SUPPLIES 041-320-0000-4300	396.34
					Total :	461.93
217142	12/16/2019	892996 KS STATEBANK	17	11994 11994	SMART METER LEASE PAYMENT-JAN 2 001-190-0000-4405 001-190-0000-4428	145.35 1,454.90
					Total :	1,600.25
217143	12/16/2019	101990 L.A. COUNTY METROPOLITAN	104720		TAP CARD REFILLS - OCT 2019 007-440-0441-4260	1,183.00

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217143	12/16/2019	101990 101990 L.A. COUNTY METROPOLITAN	(Continued)			Total : 1,183.00
217144	12/16/2019	101852 LARRY & JOE'S PLUMBING	2116486-0001-02		MATL'S FOR DRINK FOUNTAIN INSTALL 043-390-0000-4300	18.23
			2117131-0001-02		MATL'S FOR DRINK FOUNTAIN INSTALL 043-390-0000-4300	8.16
			2117148-0001-02		BACKFLOW SUPPLIES/PARTS 070-383-0000-4310	402.66
					Total :	429.05
217145	12/16/2019	893218 LAZARO, ERNESTO	NOV 2019	12076	MMAPIST INSTRUCTOR: LAZARO 109-424-3693-4260	720.00
			OCT 2019	12076	MMAPIST INSTRUCTOR: LAZARO 109-424-3693-4260	960.00
					Total :	1,680.00
217146	12/16/2019	893406 LEMUS, DAGOBERTO	37-1245-02		WATER ACCT REFUND-710 KEWEN 070-2010	2.10
					Total :	2.10
217147	12/16/2019	893403 LLAMAS, SUZANNE	NOV 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
217148	12/16/2019	101974 LOS ANGELES COUNTY	OCT 2019	12067	ANIMAL CARE & CONTROL SERVICES 001-190-0000-4260	11,425.46
					Total :	11,425.46
217149	12/16/2019	892477 LOWES	1947		MATL'S FOR DOOR REPAIRS 043-390-0000-4300	25.66
			2236		MISC SUPPLIES 001-311-0000-4300	109.76
			2639		ITMES FOR HOLIDAY TREE SET UP 043-390-0000-4300	98.52
					Total :	233.94
217150	12/16/2019	102041 LYNN PEAHEY COMPANY	364447		EVIDENCE TAPE 001-222-0000-4300	392.72
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217150	12/16/2019	102041 102041 LYNN PEAHEY COMPANY	(Continued)			Total : 392.72
217151	12/16/2019	102051 M & M LANDSCAPE	7121	12059	LANDSCAPING AND PEST CONTROL 070-384-0000-4260	1,600.00
					Total :	1,600.00
217152	12/16/2019	892471 MATHESON TRI-GAS INC	20620436		WELDING SUPPLIES 041-320-0000-4300	356.15
					Total :	356.15
217153	12/16/2019	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	35.31
					Total :	35.31
217154	12/16/2019	892725 MERCURY INSURANCE COMPANY	08232019		DAMAGE CLAIM REIMB. 006-190-0000-4800	2,920.14
					Total :	2,920.14
217155	12/16/2019	892140 MICHAEL BAKER	1068005	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0182-4260	2,520.00
					Total :	2,520.00
217156	12/16/2019	102226 MISSION LINEN SUPPLY	511237165		LAUNDRY 001-225-0000-4350	98.48
			511267734		LAUNDRY 001-225-0000-4350	90.25
			511295279		LAUNDRY 001-225-0000-4350	111.19
			511329254		LAUNDRY 001-225-0000-4350	122.29
					Total :	422.21
217157	12/16/2019	893343 MOHR, NICOLE	NOV 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
217158	12/16/2019	891097 MORA, GLORIA	2000335.003		SENIOR TRIP REFUND-VIEJAS CASINC 004-2383	20.00
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217167	12/16/2019	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)	12025	041-1215	5.94
					Total :	23.94
217168	12/16/2019	102688 PROFESSIONAL PRINTING CENTERS	19-36484		PRINTED FORMS 001-222-0000-4300	2,294.60
					Total :	2,294.60
217169	12/16/2019	102737 QUINTANA, RUBEN	REIMB.		DRINKING WATER CERT RENEWAL 070-381-0000-4380	80.00
					Total :	80.00
217170	12/16/2019	102779 RAMIREZ, THOMAS	NOV 2019	12114	KARATE INSTRUCTOR 017-420-1326-4260	780.00
					Total :	780.00
217171	12/16/2019	889602 RESPOND SYSTEMS	105171		SAEFTY GLOVES 070-384-0000-4320	372.68
					Total :	372.68
217172	12/16/2019	893411 RODRIGUEZ, MERCEDES	1659		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
217173	12/16/2019	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-784022	12050	ST. LIGHTING, PARKING LOT LIGHTING 027-344-0301-4300	1,630.03
					Total :	1,630.03
217174	12/16/2019	893196 SAALEX SOLUTIONS INC	8246	12054	NOV-INFORMATION TECHNOLOGY MAI 001-135-0000-4270	9,600.00
					Total :	9,600.00
217175	12/16/2019	891253 SAN FERNANDO SMOG TEST ONLY	2488		SMOG TEST-E1259769 041-320-0000-4450	60.00
			2492		SMOG TEST-E1079883 041-320-0000-4450	60.00
			2493		SMOG TEST-E1086145 041-320-0000-4450	60.00
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vchlist 12/10/2019 10:55:07AM		Voucher List CITY OF SAN FERNANDO				Page: 14
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217175	12/16/2019	891253 SAN FERNANDO SMOG TEST ONLY	(Continued)		SMOG TEST-E1223715 041-320-0000-4450	60.00
			2495		SMOG TEST-E400733 041-320-0000-4450	60.00
			2498		SMOG TEST-6KM5286 041-320-0000-4450	60.00
			2501		SMOG TEST-E1094950 041-320-0000-4450	60.00
			2521		Total :	420.00
217176	12/16/2019	103057 SAN FERNANDO VALLEY SUN	10709		ORD NO 1689-PUBLICAITON 001-115-0000-4230	593.75
			10710		PUBLICATION FOR 655 FOURTH ST 001-2205	168.75
					Total :	762.50
217177	12/16/2019	892416 SANCHEZ, KARLA	NOV 2019	12101	ZUMBA INSTRUCTOR 017-420-1337-4260	250.00
					Total :	250.00
217178	12/16/2019	893320 SCST, LLC	677478	12121	SEWER TRENCH COMPACTION-OCT 21 072-365-6673-4600	780.00
					Total :	780.00
217179	12/16/2019	890244 SERRATO & ASSOCIATES INC	NONPO		RGSTR-STC CERT.-COMM SEXUAL 001-225-3688-4360	80.00
					Total :	80.00
217180	12/16/2019	893158 SINISGALLI, VALEN AUGUSTO	09/20/19-11/22/19		INSTRUCTOR-BAL., STRENGTH & HEAL 017-420-1337-4260	250.00
					Total :	250.00
217181	12/16/2019	103184 SMART & FINAL	20884		ENP SUPPLIES 004-2346	16.66
			49093		EMPLOYEE BREAK ROOM SUPPLIES 001-225-0000-4350	44.43
						Page: 14

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217181	12/16/2019	103184 SMART & FINAL	(Continued) 55394		SUPPLIES FOR CALLE VERDE EVENT 001-310-0000-4300	54.53
					<b>Total :</b>	<b>115.62</b>
217182	12/16/2019	103218 SOLIS, MARGARITA	14-24		PETTY CASH REIMBURSEMENT 001-105-0000-4300	3.29
					001-105-0000-4370	52.75
					001-106-0000-4270	47.13
					001-106-0000-4390	41.74
					001-115-0000-4450	72.84
					001-222-0000-4300	1.98
					001-225-0000-4350	9.67
					<b>Total :</b>	<b>229.40</b>
217183	12/16/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210	5,107.89
					<b>Total :</b>	<b>5,107.89</b>
217184	12/16/2019	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION 074-320-0000-4402	4,829.39
					<b>Total :</b>	<b>4,829.39</b>
217185	12/16/2019	102978 SWRCB-DWOC	SW-0179558		STORM WATER ANNUAL PERMIT 070-381-0000-4450	8,539.00
			WD-0162238		ANNUAL PERMIT FEE (13180 DRONFIE 070-381-0000-4450	2,625.00
			WD-0163947		ANNUAL PERMIT FEE (117 MACNEIL) 070-381-0000-4450	2,625.00
					<b>Total :</b>	<b>13,789.00</b>
217186	12/16/2019	888946 TEKWERKS	25646		WEBSITE HOSTING DURING TRANSIT 001-135-0000-4260	100.00
					<b>Total :</b>	<b>100.00</b>
217187	12/16/2019	893408 THAM, EDWARD	39-3035-01		WATER ACCT REFUND-1238 MOTT 070-2010	5.09
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217187	12/16/2019	893408 THAM, EDWARD	(Continued)			<b>Total : 5.09</b>
217188	12/16/2019	888821 THE GOODYEAR TIRE & RUBBER CO	117373	12147	TIRES FOR FLEET 041-1215	163.74
			117553	12147	TIRES FOR FLEET 041-1215	2,759.66
					<b>Total :</b>	<b>2,923.40</b>
217189	12/16/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490	1122836		MATL'S TO REPAIR PICNIC TABLES 043-390-0000-4300	222.48
			7025710		MISC SUPPLIES-LOT 4 029-335-0000-4300	56.71
			8123250		TRAILER MAINT-PK0390 041-320-0390-4400	135.85
			8123251		SMALL TOOLS 041-320-0000-4340	295.37
			9025503		CLEANING SUPPLIES 043-390-0000-4300	98.75
			9025504		MTL'S FOR REPAIRS @ PD 043-390-0000-4300	27.36
					<b>Total :</b>	<b>836.52</b>
217190	12/16/2019	103903 TIME WARNER CABLE	0010369111819		CABLE SERVICES-PD 11/18-12/17 001-222-0000-4260	236.39
			196309112319		INTERNET SERVICES-11/23-12/22 001-190-0000-4220	1,299.00
					<b>Total :</b>	<b>1,535.39</b>
217191	12/16/2019	892525 T-MOBILE	958769818		HOTSPOT & TABLET 001-420-0000-4220	39.75
					001-152-0000-4220	19.97
					<b>Total :</b>	<b>59.72</b>
217192	12/16/2019	892830 TOURCOACH CHARTER & TOURS	39243		TRANSPORTATION SERVICES 007-440-0443-4260	671.68
					<b>Total :</b>	<b>671.68</b>
217193	12/16/2019	103445 UNDERGROUND SERVICE ALERT	1120190678		(37) NEW TICKET CHARGES & MAINT F	
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217193	12/16/2019	103445 UNDERGROUND SERVICE ALERT	(Continued)		070-381-0000-4260	71.05
					<b>Total :</b>	<b>71.05</b>
217194	12/16/2019	103445 UNDERGROUND SERVICE ALERT	18DSBFE6601		CALIFORNIA STATE FEE FOR REGISTRATION 070-381-0000-4260	48.93
					<b>Total :</b>	<b>48.93</b>
217195	12/16/2019	893167 UNITED MAINTENANCE SYSTEMS	14492	12002	JANITORIAL SERVICES-NOV 2019 043-390-0000-4260	17,850.00
					<b>Total :</b>	<b>17,850.00</b>
217196	12/16/2019	888241 UNITED SITE SERVICES OF CA INC	114-9435031		PORTABLE TOILET RENTAL-SPECIAL E 001-424-0000-4260	1,164.73
					<b>Total :</b>	<b>1,164.73</b>
217197	12/16/2019	892612 URBAN FUTURES, INC	1019-007	11954	FISCAL ADVISOR SERVICES PENSION 001-190-0000-4267	3,667.58
					<b>Total :</b>	<b>3,667.58</b>
217198	12/16/2019	893410 VALDEZ, JOHN	1567		FACILITY RENTAL DEP REFUND 001-2220	150.00
			2000439.001		ONE HOUR RENTAL REFUND 001-3777-0000	99.00
					<b>Total :</b>	<b>249.00</b>
217199	12/16/2019	892081 VERIZON BUSINESS SERVICES	71295887		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,059.94
					<b>Total :</b>	<b>1,059.94</b>
217200	12/16/2019	100101 VERIZON WIRELESS-LA	9842330581		MDT MODEMS-PD UNITS 001-222-0000-4220	1,275.02
			9842947499		CITY YARD CELL PHONE PLANS 070-384-0000-4220	149.37
					043-390-0000-4220	28.77
					041-320-0000-4220	28.77
					072-360-0000-4220	31.56
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217200	12/16/2019	100101 100101 VERIZON WIRELESS-LA	(Continued)			<b>Total : 1,513.49</b>
217201	12/16/2019	890970 WEX BANK	62580691		FUEL FOR FLEET 041-320-0311-4402	910.47
					041-320-0312-4402	2.00
					041-320-0320-4402	118.09
					041-320-0346-4402	4.00
					041-320-0370-4402	1,064.87
					041-320-0390-4402	1,329.72
					041-320-0420-4402	2.00
					007-313-3630-4402	179.58
					029-335-0000-4402	83.79
					070-381-0000-4402	2.00
					070-382-0000-4402	672.11
					070-383-0000-4402	947.50
					070-384-0000-4402	243.12
					072-360-0000-4402	444.23
					041-320-0152-4402	233.44
					041-320-0221-4402	257.63
					041-320-0222-4402	133.64
					041-320-0224-4402	504.27
					041-320-0225-4402	4,062.97
					041-320-0226-4402	2.00
					041-320-0228-4402	554.80
					<b>Total :</b>	<b>11,752.23</b>
217202	12/16/2019	889138 WIEDER, CAROL	111919		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
					<b>Total :</b>	<b>250.00</b>
217203	12/16/2019	891531 WILLDAN ENGINEERING	00330358	12148	NPDES COMPLIANCE SERVICES 001-310-0000-4270	4,211.25
			00330557	12148	NPDES COMPLIANCE SERVICES 001-310-0000-4270	13,361.00
			00330763	12148	NPDES COMPLIANCE SERVICES 001-310-0000-4270	9,508.50
			00330834		PROVIDE GRANT ADMINISTRATION SE	
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217203	12/16/2019	891531 WILLDAN ENGINEERING	(Continued)			
			003-30878	11599	008-311-6676-4600	85.00
				12118	ENGINEERING SERVICES	
			00330879	12118	001-310-0000-4270	13,165.00
				12118	ENGINEERING SERVICES	
			00618265	12118	001-310-0000-4270	696.50
				11736	DESIGN SERVICES FOR STREET RESL	
					012-311-6673-4600	950.75
					<b>Total :</b>	<b>41,978.00</b>
217204	12/16/2019	892023 WINDSTREAM	71983903		PHONE SERVICES-11/18-12/17	
					001-222-0000-4220	667.45
					001-420-0000-4220	979.37
					070-384-0000-4220	525.83
					001-190-0000-4220	1,755.32
					<b>Total :</b>	<b>3,927.97</b>
217205	12/16/2019	892785 WONG, MICHELLE	NOV 2019		YOGA INSTRUCTOR	
					017-420-1337-4260	75.00
					<b>Total :</b>	<b>75.00</b>
114 Vouchers for bank code : bank3						<b>Bank total : 759,126.99</b>
114 Vouchers in this report						<b>Total vouchers : 759,126.99</b>

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**SPECIAL CHECKS**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216685	11/1/2019	103648 CITY OF SAN FERNANDO	PR 11-1-19		REIMB FOR PAYROLL W/E 10-25-19	
					001-1003	430,474.64
					007-1003	303.71
					008-1003	2,301.74
					017-1003	37.48
					027-1003	4,942.37
					029-1003	2,684.35
					030-1003	3,700.26
					041-1003	11,595.96
					043-1003	24,258.74
					070-1003	38,444.66
					072-1003	22,027.94
					094-1003	158.31
					<b>Total :</b>	<b>540,930.16</b>
216687	11/5/2019	892552 A & M CATERING, INC.	103119		DEP-SENIOR CLUB THANKSGIVING	
					004-2380	3,080.00
					<b>Total :</b>	<b>3,080.00</b>
216688	11/8/2019	103907 SOL DE MEXICO, INC.	3		SENIOR CLUB SUNDAY BRUNCH	
					004-2383	1,184.04
					<b>Total :</b>	<b>1,184.04</b>
216867	11/14/2019	103648 CITY OF SAN FERNANDO	PR 11-15-19		REIMB FOR PAYROLL W/E 11/8/19	
					001-1003	445,435.73
					007-1003	298.74
					008-1003	2,068.19
					017-1003	35.13
					027-1003	4,653.58
					029-1003	2,666.85
					030-1003	3,055.98
					041-1003	11,469.71
					043-1003	24,310.49
					070-1003	36,743.68
					072-1003	22,361.74
					094-1003	158.31

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216867	11/14/2019	103648 103648 CITY OF SAN FERNANDO	(Continued)		<b>Total :</b>	<b>553,258.13</b>
217081	11/26/2019	103648 CITY OF SAN FERNANDO	PR 11/27/19		REIMB FOR PAYROLL W/E 11/22/19	
					001-1003	513,088.63
					007-1003	303.76
					008-1003	2,161.29
					017-1003	487.81
					027-1003	4,718.55
					029-1003	3,190.59
					030-1003	3,684.62
					041-1003	11,593.02
					043-1003	23,922.38
					070-1003	38,606.64
					072-1003	23,451.90
					094-1003	158.31
					110-1003	750.15
					<b>Total :</b>	<b>626,117.65</b>
217082	11/27/2019	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - NOV 2019	
					001-1160	12,079.75
					<b>Total :</b>	<b>12,079.75</b>
217083	11/27/2019	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - NOV 2019	
					001-1160	234.96
					<b>Total :</b>	<b>234.96</b>
217084	11/27/2019	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - NOV 2019	
					001-1160	2,529.69
					<b>Total :</b>	<b>2,529.69</b>
217085	11/27/2019	887627 STANDARD INSURANCE	DEMAND		AD&S INS BENEFITS - NOV 2019	
					001-1160	3,521.39
					<b>Total :</b>	<b>3,521.39</b>
217086	11/27/2019	892062 KEENE MUSIC SERVICES, LLC	TOR2019-106		CAROLERS FOR HOLIDAY TREE LIGHT	
					001-424-0000-4260	575.00
					<b>Total :</b>	<b>575.00</b>

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10	Vouchers for bank code :	bank3			Bank total :	1,743,510.77
10	Vouchers in this report				Total vouchers :	1,743,510.77

Voucher Registers are not final until approved by Council.

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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
216995	12/2/2019	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	Total :	1,551.56 1,551.56
216996	12/2/2019	891014 CREEKMORE, CASIMIRA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	258.83 258.83
216997	12/2/2019	891016 DEATON, MARK	19-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	494.41 494.41
216998	12/2/2019	100913 DECKER, CATHERINE	19-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	653.66 653.66
216999	12/2/2019	100925 DELGADO, RALPH	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	462.74 462.74
217000	12/2/2019	892102 DOSTER, DARRELL	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	653.66 653.66
217001	12/2/2019	100996 DRAKE, JOYCE	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	258.83 258.83
217002	12/2/2019	100995 DRAKE, MICHAEL	19-Dec		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	129.42 129.41 258.83
217003	12/2/2019	100997 DRAPER, CHRISTOPHER	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,472.46 1,472.46
217004	12/2/2019	101044 ELEY, JEFFREY	19-Dec		CALPERS HEALTH REIMB		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217004	12/2/2019	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	1,940.00
					Total :	1,940.00
217005	12/2/2019	891040 FISHKIN, RIVIAN	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
217006	12/2/2019	892103 GAJDOS, BETTY	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
217007	12/2/2019	891351 GARCIA, DEBRA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,979.02
					Total :	1,979.02
217008	12/2/2019	891067 GARCIA, NICOLAS	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.56
					Total :	1,177.56
217009	12/2/2019	101318 GLASGOW, KEVIN	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46
					Total :	1,472.46
217010	12/2/2019	891020 GLASGOW, ROBERT	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	377.00
					Total :	377.00
217011	12/2/2019	891021 GUIZA, JENNIE	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
217012	12/2/2019	101415 GUTIERREZ, OSCAR	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
217013	12/2/2019	891352 HADEN, SUSANNA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	482.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217013	12/2/2019	891352 891352 HADEN, SUSANNA	(Continued)			482.64
					Total :	482.64
217014	12/2/2019	101440 HALCON, ERNEST	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00
					Total :	1,226.00
217015	12/2/2019	891918 HARTWELL, BRUCE	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
217016	12/2/2019	101465 HARVEY, DAVID	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
217017	12/2/2019	101466 HARVEY, DEVERY MICHAEL	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,679.00
					Total :	1,679.00
217018	12/2/2019	101471 HASBUN, NAZRI A.	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50
					Total :	1,203.50
217019	12/2/2019	891023 HATFIELD, JAMES	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
217020	12/2/2019	892104 HERNANDEZ, ALFONSO	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,503.07
					Total :	1,503.07
217021	12/2/2019	891024 HOOKER, RAYMOND	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	707.78
					Total :	707.78
217022	12/2/2019	101538 HOUGH, RAY	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
					Total :	462.74

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217023	12/2/2019	101597 IBRAHIM, SAMIR	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>511.48</b>
217024	12/2/2019	101694 JACOBS, ROBERT	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	886.00 <b>886.00</b>
217025	12/2/2019	892105 KAHMANN, ERIC	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>511.48</b>
217026	12/2/2019	101786 KLOTZSCHE, STEVEN	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 <b>832.98</b>
217027	12/2/2019	891866 KNIGHT, DONNA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
217028	12/2/2019	892929 LEWIS, WANDA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
217029	12/2/2019	891043 LIEBERMAN, LEONARD	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
217030	12/2/2019	101933 LITTLEFIELD, LESLEY	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
217031	12/2/2019	102059 MACK, MARSHALL	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 <b>1,203.50</b>
217032	12/2/2019	891010 MAERTZ, ALVIN	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
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vchlist 11/22/2019 11:50:23AM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217032	12/2/2019	891010 891010 MAERTZ, ALVIN	(Continued)			<b>511.48</b>
217033	12/2/2019	888037 MARTINEZ, ALVARO	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 <b>1,101.28</b>
217034	12/2/2019	102206 MILLER, WILMA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
217035	12/2/2019	102212 MIRAMONTES, MONICA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 <b>1,203.50</b>
217036	12/2/2019	102232 MIURA, HOWARD	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
217037	12/2/2019	892106 MONTAN, EDWARD	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 <b>832.98</b>
217038	12/2/2019	102365 NAVARRO, RICARDO A	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>462.74</b>
217039	12/2/2019	102473 ORDELHEIDE, ROBERT	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,551.56 <b>1,551.56</b>
217040	12/2/2019	102483 OROZCO, ELVIRA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	163.37 <b>163.37</b>
217041	12/2/2019	102486 ORSINI, TODD	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,605.35 <b>1,605.35</b>
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vchlist 11/22/2019 11:50:23AM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217042	12/2/2019	102569 PARKS, ROBERT	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,940.00 <b>1,940.00</b>
217043	12/2/2019	102527 PISCITELLI, ANTHONY	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>462.74</b>
217044	12/2/2019	891033 POLLOCK, CHRISTINE	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	377.00 <b>377.00</b>
217045	12/2/2019	102735 QUINONEZ, MARIA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 <b>1,101.28</b>
217046	12/2/2019	891034 RAMSEY, JAMES	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 <b>677.47</b>
217047	12/2/2019	102864 RIVETTI, DOMINICK	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	886.00 <b>886.00</b>
217048	12/2/2019	102936 RUELAS, MARCO	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.82 <b>1,124.82</b>
217049	12/2/2019	891044 RUSSUM, LINDA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
217050	12/2/2019	103005 SALAZAR, TONY	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 <b>1,203.50</b>
217051	12/2/2019	892107 SHANAHAN, MARK	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
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vchlist 11/22/2019 11:50:23AM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217051	12/2/2019	892107 892107 SHANAHAN, MARK	(Continued)			<b>511.48</b>
217052	12/2/2019	891035 SHERWOOD, NINA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
217053	12/2/2019	103175 SKOBIN, ROMELIA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 <b>1,102.61</b>
217054	12/2/2019	103220 SOMERVILLE, MICHAEL	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.00 <b>1,487.00</b>
217055	12/2/2019	103394 TORRES, RACHEL	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
217056	12/2/2019	889588 UFANO, VIRGINIA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
217057	12/2/2019	888417 VALDIVIA, LAURA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	707.78 <b>707.78</b>
217058	12/2/2019	103562 VASQUEZ, JOEL	19-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	1,940.00 <b>1,940.00</b>
217059	12/2/2019	891038 WAITE, CURTIS	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 <b>1,102.61</b>
217060	12/2/2019	891036 WATT, DAVID	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
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## Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217061	12/2/2019	891037 WEBB, NANCY	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 <b>677.47</b>
217062	12/2/2019	103643 WEDDING, JEROME	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
217063	12/2/2019	103727 WYSBEEK, DOUDE	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
217064	12/2/2019	103737 YNIGUEZ, LEONARD	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 <b>1,102.61</b>
79 Vouchers for bank code : bank3						<b>Bank total : 60,995.92</b>
79 Vouchers in this report						<b>Total vouchers : 60,995.92</b>

Voucher Registers are not final until approved by Council.

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**SPECIAL CHECKS**

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217065	12/2/2019	100286 BAKER, BEVERLY	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
217066	12/2/2019	893277 CROOK, LORETTA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>
217067	12/2/2019	100916 DEIBEL, PAUL	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>
217068	12/2/2019	891041 GARCIA, CONNIE	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
217069	12/2/2019	101781 KISHITA, ROBERT	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
217070	12/2/2019	101926 LILES, RICHARD	19-Dec		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	247.21 247.20
					<b>Total :</b>	<b>494.41</b>
217071	12/2/2019	891027 LOCKETT, JOANN	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>
217072	12/2/2019	102126 MARTINEZ, MIGUEL	19-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	482.64
					<b>Total :</b>	<b>482.64</b>
217073	12/2/2019	891031 ORTEGA, JIMMIE	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217074	12/2/2019	891032 OTREMB, EUGENE	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					<b>Total :</b>	<b>653.66</b>
217075	12/2/2019	891354 RAMIREZ, ROSALINDA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					<b>Total :</b>	<b>482.64</b>
217076	12/2/2019	102940 RUIZ, RONALD	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
217077	12/2/2019	103121 SERRANO, ARMANDO	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
217078	12/2/2019	892782 TIGHE, DONNA	19-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
217079	12/2/2019	891046 VANAALST, LEONILDA	19-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
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15 Vouchers in this report						<b>Total vouchers : 5,500.88</b>

Voucher Registers are not final until approved by Council.

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**SPECIAL CHECK**

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Voucher List

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217080	12/5/2019	102519 P.E.R.S.	DEC 2019		HEALTH INS. BENEFITS-DEC 2019 001-1160	149,313.64
Total :						149,313.64
1 Vouchers for bank code : bank3						Bank total : 149,313.64
1 Vouchers in this report						Total vouchers : 149,313.64

Voucher Registers are not final until approved by Council.

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Anthony Vairo, Police Chief  
Nichole Hanchett, Police Lieutenant  
Chris Colelli, Police Lieutenant

**Date:** December 12, 2019

**Subject:** Consideration to Approve a Franchise Agreement for Towing and Storage Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Franchise Agreement for Vehicle Towing and Storage Services between the City and Black & White Towing, Inc. (B&W Tow) (Attachment "A" - Contract No. 1937) for a term of five years; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On March 24, 2014, the City Council awarded B&W Tow a Franchise Agreement for exclusive Vehicle Towing and Storage Services for the City (Contract No. 1740).
2. The initial term of the contract was five years, expiring on March 29, 2019. Section 2.5.2 provided for an additional five-year extension of the Agreement with 120-day written extension request from the Franchisee and City Council approval.
3. On November 13, 2018, the Police Department and the City Manager received the requisite extension request from Black & White Towing, Inc. requesting an additional five-year term pursuant to Section 2.5.2.
4. On February 19, 2019, staff presented an Agenda Report to the City Council with a Five-Year extension in accordance with Section 2.5.2 of the Franchise Agreement. The City Council did not approve the extension and directed staff to issue a Request for Qualifications (RFQ) for Vehicle Towing and Storage Services.

**Consideration to Approve a Franchise Agreement for Towing and Storage Services**Page 2 of 7

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5. On March 13, 2019, the City extended the Franchise Agreement for Vehicle Towing and Storage Services through December 31, 2019 (Contract No. 1740 (a)).
6. On September 26, 2019, the City released the RFQ (Attachment "B"), advertised it in the local adjudicated newspaper, and posted it to the City's website.
7. On October 21, 2019, the City Clerk received proposals in response to the RFQ from three vendors:
  - a) Black & White Towing, Inc.;
  - b) Jon's Towing; and
  - c) Mid Valley Towing.
8. On December 2, 2019, City Council reviewed and discussed the proposals. After careful deliberation, the City Council directed staff to gather additional information to be presented at a future meeting.
9. On December 4, 2019, staff notified all three proposers that the deadline to submit additional documentation or materials responsive to the RFQ to facilitate City Council's deliberations was extended to Monday, December 9, 2019 at 5:00 p.m. Such additional documentation or materials may include financial records, photographs of the facilities, facility schematics, company policies or any other documentation evidencing compliance with the relevant baseline requirements and standards of the RFQ.
10. On December 5, 2019, Police Department staff conducted site inspections of Jon's Towing and Mid Valley Towing to validate responses submitted in each tow vendors' proposal.

**ANALYSIS:**

Police Department staff worked with the City Manager's Office to develop RFQ specifications based on actual tow and storage data collected over the past five years. This data driven approach ensures that the level of service requested by the City is in-line with the actual service need while demonstrating the strict level of care necessary when serving as the custodian for an individual's personal property.

The initial review of three proposals focused on the written responses submitted by each vendor. Based on that review, a site inspection and more in-depth evaluation of B & W Tow, Inc. was conducted as staff determined that B&W Tow had met the highest number of specifications outlined in the RFQ. However, during City Council deliberations on December 2, 2019, staff was directed to conduct an in-depth evaluation and site inspection of all vendors. Thus, Police

## Consideration to Approve a Franchise Agreement for Towing and Storage Services

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Department staff conducted site inspections of the other two proposers, Jon's Towing and Mid Valley Towing.

Pursuant to City Council direction, Police Department staff contacted each tow vendor that submitted a timely proposal and notified them that the City was extending each vendor the opportunity to submit additional documentation to support their proposal, including financial records, facility photographs, facility schematics, company policies or any other documentation evidencing compliance with the relevant baseline requirements and standards of the RFQ.

Two tow operators, B&W Tow and Jon's Towing, submitted additional information prior to the extended deadline that included financial information (Profit & Loss statements), facility photographs, and other related documentation.

### Evaluation Process – Step 1: Quantitative Evaluation

Staff also created a new Proposal Evaluation Matrix (Attachment "C") listing all of the Franchise Agreement terms (i.e. Scope of Work) and minimum requirements for providing the level of service required by the City. The Proposal Evaluation Matrix includes the quantitative evaluation for each requirement, i.e. whether the operator indicated that they have the facilities, staffing, storage capacity, and equipment to meet the requirement. The quantitative Matrix does not assign a service level value other than requirement met (1 point) or requirement not met (0 points). The table below summarizes the quantitative results of the Matrix:

<b>Tow Operator</b>	<b>Total Specifications</b>	<b>No. of Specifications Met</b>	<b>% of Specifications Met</b>
Black & White Towing, Inc.	57	56	98.2%
Jon's Towing	57	44	77.2%
Mid-Valley Towing	57	51	89.5%

It is important to note that the City reserves a number of rights with respect to the RFQ process, including the right to reduce or revise elements of the scope of work, amend or modify the qualification requirements, and reject any and all qualifications. Therefore, City Council may award a contract even if none of the tow operators meet all of the specifications included in the RFQ.

Although all of the tow operators met a high percentage of required specifications, B&W Tow had the highest level of compliance with the required specifications. Jon's Towing was deficient on after hours staffing, primary lot storage capacity, investigative hold area, and authorized rate schedule. Mid Valley Towing was deficient on the investigative hold area, distance from the San Fernando Police Station, and authorized rate schedule.

**Consideration to Approve a Franchise Agreement for Towing and Storage Services**Page 4 of 7

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Evaluation Process – Step 2: Qualitative Evaluation

In addition to the quantitative evaluation criteria, staff included qualitative evaluation criteria in the RFQ, i.e. the quality of the service provided. These qualitative criteria are included in the “Evaluation of Qualifications” section of the RFQ and serve as guidelines for evaluating the level of service that each proposer is equipped to provide. The site inspections conducted by Police Department staff, reference checks, investigation of complaint records, and the additional information provided by the tow operators were used to inform the qualitative evaluation. Photographs of the storage, investigation, and customer service facilities are included as Attachment “D.”

Key findings during the qualitative evaluation include:

- Primary Storage Facility: B&W Tow and Mid-Valley Tow have adequate storage facilities to meet the requirements of the RFQ. Jon’s towing does not have an adequate Primary Storage Facility to meet the requirements of the RFQ.
- Investigation Facility: All Tow Operators have investigation facilities with the required five (5) spaces.
  - B&W Tow has a secure facility with controlled access and adequate space to conduct investigations.
  - Mid Valley Tow has adequate space to conduct investigations, however, their access has a lower level of control as any person with access to the tow yard also has access to the investigation facility.
  - Jon’s Tow has a secure facility with controlled access, however, there is limited space to conduct investigations.
- Financial Strength: All Tow Operators provided information demonstrating the financial strength necessary to meet the services requested in the RFQ.
- Complaint Records: During the evaluation period, the following complaints were documented:
  - B&W Tow received one complaint regarding a sub-contracted employee using B&W Tow facilities to repair personal cars without B&W’s knowledge or permission. This complaint was sustained (upheld) in October 2018 and the sub-contractor was released.

**Consideration to Approve a Franchise Agreement for Towing and Storage Services**Page 5 of 7

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- Jon's Towing received multiple complaints. On 8/20/2016 a complaint for overcharging a customer was sustained (upheld). On 9/29/2016, a complaint for no written authorization to tow outside of 10 mile radius was sustained (upheld). On 12/06/2016, a citation was issued by Los Angeles Police Commission.
  - Mid Valley Tow received no complaints.
- Customer Service Facilities: All Tow Operators have customer service facilities and amenities. During the site inspection, Police Department staff observed the customer parking at Mid Valley Tow was being used to store towed vehicles and they had to find street parking.
- Level of Oversight: All Tow Operators are regulated by the Los Angeles Police Department (LAPD) Criminal Investigative Division (CID) and must abide by twelve rules promulgated by the Los Angeles Police Commission Board's Rules Governing Tow Operations and Tow Operators (Attachment "D"). In addition to the LAPD CID's twelve rules, OPG tow operators must abide by twenty-three rules promulgated by the Los Angeles Police Commission (Attachment "E").
  - B&W Tow is a certified Official Police Garage (OPG).
  - Jon's Towing and Mid Valley Towing are not OPG's and did not include any additional regulatory affiliations in their respective responses.
  - Mid Valley Towing is currently under contract with the City of Glendale to provide Tow Services in part of the City.
- Fee Schedules: B&W Tow and Mid Valley Towing included customer fee schedules in their response to the Storage Provisions, Section K – Authorized Rates and Charges. Jon's Towing did not include a customer fee schedule, but staff was able to locate a "Price List" that was posted on-site. The table below provides a summary of the standard vehicle rates charged by each operator:

**Consideration to Approve a Franchise Agreement for Towing and Storage Services**

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<b>Fee</b>	<b>B&amp;W Tow*</b>	<b>Jon's Towing**</b>	<b>Mid Valley Towing***</b>
First Hour	\$130.00	\$265.00 per hour	\$140.00
Ea. Add'l 1/2 Hour	\$64.50	-	\$70.00
Daily Storage Rate	\$40.50	\$75.00	\$44.00
Mileage (per mile)	\$7.50	None listed	None listed
Franchise Fee	\$45.00		10% of all storage fees collected on released-only impounded vehicles
Release Fee (to City)	\$80.00	-	*See Franchise Fee
Release Fee (non-City)	None listed	\$70/\$100	None Listed

\*B&W Tow proposal includes fixed fees throughout the 5-year term of the Agreement.

\*\* Jon's Towing includes prices posted on-site. They did not include a fee schedule as part of their submittal.

\*\*\* Mid Valley Towing proposal includes a fee increase of approximately 5% each year.

After assessing the qualitative evaluation, staff determined that, although B&W Tow received one complaint during the evaluation period, they met the most minimum qualifications, provide a higher level of service with respect to storage and customer facilities, are more heavily regulated than Jon's Towing and Mid Valley Tow, and charge the lowest customer fees.

**BUDGET IMPACT:**

There is no cost associated with awarding the Towing and Storage Services contract. A Franchise Fee of \$45 per impound is paid to the City, which has generated a total of \$124,155 over the last five years of the contract, or an average of \$24,831 per year. It is expected that the Franchise Fee will continue to generate approximately \$25,000 per year in revenue. In addition to the Franchise Fee, the City collects an \$80 Release Fee and \$35 Administrative Fee for each vehicle redeemed.

Each City has a different fee structure as it relates to towing and storage services, but usually includes a mix of Franchise Fees, Release Fees, and Administrative Fees. Since the City's Franchise Fee is set by resolution, it can be changed by City Council at any time. If directed, staff can conduct additional research to explore the fee structure of surrounding cities and return with recommendations at a future meeting.

**Consideration to Approve a Franchise Agreement for Towing and Storage Services**Page 7 of 7

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**CONCLUSION:**

After conducting a qualitative and quantitative evaluation of the proposals, staff recommends City Council approve the proposed contract with Black & White Towing, Inc. as the most qualified to provide the requested tow services.

**ATTACHMENTS:**

- A. Proposed Contract No. 1937
- B. RFQ
- C. Proposal Evaluation Matrix
- D. Regulatory Requirements – CID
- E. Regulatory Requirements - OPG

**ATTACHMENT “A”**

**CONTRACT NO. 1937**

**FRANCHISE AGREEMENT**

**FOR**

**VEHICLE TOWING AND STORAGE SERVICES**

**BETWEEN**

**THE CITY OF SAN FERNANDO**

**AND**

**BLACK & WHITE TOWING, INC.**

**DATED DECEMBER 2, 2019**



## **FRANCHISE AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES**

**THIS FRANCHISE AGREEMENT FOR VEHICLE TOWING AND SECURE STORAGE SERVICES (THE “AGREEMENT”) IS MADE AND ENTERED INTO THIS 2ND DAY OF DECEMBER, 2019, BY AND BETWEEN THE CITY OF SAN FERNANDO, A CITY CORPORATION (“CITY”), AND BLACK & WHITE TOWING, INC. (“FRANCHISEE”).**

### **RECITALS**

A. City has a regular need for the towing and secure storage services called for in the Towing Program described hereinafter. City lacks the facilities, equipment or personnel to perform the services called for in the Towing Program and must contract for such services.

B. Franchisee represents that it possesses the facilities, equipment and personnel necessary to perform the services called for in the Towing Program and is qualified to provide such services.

C. City is authorized to enter into this Agreement pursuant to California Vehicle Code Section 12110 and San Fernando City Code Section 90-911.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, City and Franchisee agree as follows:

### **ARTICLE 1. AGREEMENT – PURPOSE AND CONTENTS.**

#### **1.1. Purpose.**

A. City regularly requires motor vehicle towing and storage services, including the removal of abandoned, stolen and damaged vehicles, occasional towing and storage of City owned vehicles and special security for vehicles held for the investigation of crimes, pursuant to various provisions of the California Vehicle and other Codes and the San Fernando City Code. Pursuant to San Fernando City Code Section 90.911, any such services performed on behalf of the City or at the request of the San Fernando Police Department are part of the “Towing Program” of the City.

B. This Agreement is intended to provide for the operation and administration of the Towing Program, and is in the vital interest of the City and is necessary for the health and welfare of its citizens.

C. Pursuant to San Fernando City Code Section 90-911, Franchisee is hereby authorized to perform Towing Program related services (“Towing Services”), as requested by the Chief of Police or his designee, subject to the terms and conditions set forth herein.

## **1.2. Documents Constituting Agreement.**

The City of San Fernando Vehicle Towing and Secure Storage Service Provisions (the “Service Provisions”) is attached hereto as Exhibit A and incorporated herein by this reference. In the event of any conflict between the provisions of the Service Provisions and the provisions of this Agreement, the provisions of this Agreement shall control.

## **1.3 Definitions**

- A.** The term “City” shall refer to the City of San Fernando, and its duly authorized employees, agents, assignees, or designees.
- B.** The term “Franchisee” shall refer to Black & White Towing, Inc. and its duly authorized employees, agents, assignees, or designees.
- C.** The term “Agreement” shall refer to the Vehicle Tow Service Franchise Agreement entered into by and between the CITY and FRANCHISEE.
- D.** The term “Contract Administrator” shall refer to the City Manager or designee.
- E.** The term “Vehicle Code” shall refer to the State of California Vehicle Code.
- F.** The term “Police Department” shall refer to the CITY’s Police Department.

## **ARTICLE 2. AGREEMENT AND TERM.**

### **2.1. Incorporation of Recitals.**

The recitals set forth in full above constitute a material part hereof, and are hereby incorporated by reference as though fully set forth herein.

### **2.2. Award of Agreement.**

City hereby awards Franchisee the non-exclusive right to provide Towing Services, as the same are more particularly described in Section 2.3, pursuant to the terms set forth in this Agreement and any and all applicable provisions of the San Fernando City Code (the “SFCC”). Franchisee shall have, throughout the term of this Agreement, the non-exclusive right to provide Towing Services to City within the corporate boundaries of City as the same now exist, and within any territory City hereafter annexes during such term, except to the extent that Towing Services within such annexed territory would be unlawful or violate the legal rights of another person.

### **2.3. Scope of Services.**

Franchisee shall provide Towing Services and secure storage services as more particularly described in the Services Provisions attached hereto as Exhibit A and incorporated herein by this reference.

### **2.4. Effective Date.**

This Agreement shall be effective on the date that both parties have executed this Agreement, provided that said date is no later than thirty (30) days after the date the City Council, by resolution, approves this Agreement. This Agreement is further contingent upon the filing by Franchisee with the City Clerk of the fully executed Agreement.

### **2.5. Term.**

The term of this Agreement shall commence at the time of the Effective Date, and shall continue thereafter for five (5) consecutive years. This Agreement shall expire and terminate at the end of the Term unless earlier terminated as provided in Section 2.6 herein.

#### **2.5.1 Renewal.**

Reserved for future use.

### **2.6. Suspension and Termination of Agreement.**

This Agreement may be suspended and/or terminated by the parties before the expiration of the then current term only as follows:

**2.6.1. Suspension and/or Termination by City.** City may suspend and/or terminate this Agreement under any of the following circumstances:

(a) **For Convenience.** City may terminate this Agreement, without cause, at any time by providing Franchisee with one hundred twenty (120) calendar days written notice of City's intent to terminate the Agreement. Upon receipt of such notice from City, Franchisee agrees to cease all work under this Agreement on or before the effective date of such notice. In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Franchisee, Franchisee shall be paid for Towing Services satisfactorily rendered to the last working day the Agreement is in effect, and Franchisee shall have no other claim against City by reason of such termination.

(b) **For Fraud.** City may, in its sole discretion, terminate this Agreement in the event that any of the representations and warranties made by Franchisee in its Proposal or under this Agreement are, or at any time during the term of this Agreement become, materially false or inaccurate. City shall, within thirty (30) calendar days of discovery of fraud or misrepresentation, give notice to Franchisee, in accordance with the procedures of subsection 4.4 of this Agreement, of any suspected materially false or inaccurate representations or warranties made by Franchisee. Franchisee shall have thirty (30) calendar days to provide City with sufficient information showing it has not made any materially false or inaccurate representations or

warranties in its Proposal or under this Agreement; absent such information, this Agreement shall be terminated at the conclusion of the 30-day period.

(c) **For Default.** Subject to the limitations hereafter provided, City may terminate this Agreement for cause if Franchisee:

(i) Fails to provide the equipment, services or personnel required by this Agreement, including the Service Provisions;

(ii) Fails to pay the Franchise Fee in a timely manner;

(iii) Assigns or transfers this Agreement, any part thereof or any interest therein without the prior written consent of the City; or

(iv) Otherwise breaches the provisions of this Agreement, the Services Provisions or any related documents.

Notwithstanding the foregoing, City may not exercise its rights pursuant to this paragraph unless and until City provides Franchisee written notice of such default in accordance with the procedures set forth in Section 4.4 herein, and Franchisee fails to cure such default within thirty (30) days of receipt of said notice.

**2.6.2. Termination by Franchisee.** Franchisee may terminate this Agreement, without cause, at any time, by providing City with one hundred twenty (120) days written notice of Franchisee's intention to terminate. Said notice of termination shall clearly set forth the effective date of the termination and shall be delivered to City as set forth in Section 4.4 of this Agreement. Upon the effective date of Franchisee's termination of this Agreement, Franchisee shall relinquish any and all rights it may have under this Agreement, and shall relinquish and lose its status as a provider of Towing Services to City. Notwithstanding the foregoing, termination of this Agreement under this provision shall not release Franchisee from any obligations under this Agreement that, by their express terms, survive termination.

## **2.7. Conflicts with San Fernando City Code.**

**2.7.1. Conflicts.** All provisions of the SFCC applicable to the performance of this Agreement are hereby incorporated by reference as though set forth in full, and form part of the terms and conditions of this Agreement. In the event any conflict arises between the terms and conditions of this Agreement and the provisions of the SFCC, the terms of this Agreement shall prevail.

**2.7.2. Application of Amendments.** Should the SFCC be amended, revised, superseded, or otherwise changed after the effective date of this Agreement, in a manner that would materially affect the terms and conditions of this Agreement, said amendment, revision or change shall not apply to this Agreement without Franchisee's written consent.

## **ARTICLE 3. FRANCHISE FEES AND ADMINISTRATION.**

### **3.1. Franchise Fees.**

**3.1.1. Franchise Fees.** Franchisee shall pay to City on a quarterly basis the franchise fees authorized by City Council pursuant to San Fernando City Code section 90-911 and all resolutions authorized thereby. The Franchise Fee, as of the Commencement Date, is \$45.00 per vehicle towed, as adopted by the City Council in Resolution 7970 on December 2, 2019.

**3.1.2. Franchise Fee Adjustment.** In the event the City Council increases the Franchise Fee, it shall allow a commensurate increase in the rates charged by Franchisee. The intent of the parties is that any increase in the Franchise Fee be passed through directly to the owners of the towed vehicles. Any change in the rates charged by Franchisee as a result of a change in the Franchise Fee shall require prior approval of the City Council and shall be made pursuant to section 4.12 of this Agreement.

### **3.2. Schedule of Payment.**

**3.2.1. Payment of Franchise Fees.** The first Franchise Fee payment shall be due January 15, 2020, and shall cover the period from the date of this Agreement until December 31, 2019. Thereafter, the Franchise Fee shall be payable monthly, pursuant to the provisions of Section I(Z) of the Service Provisions. Each such payment shall be accompanied by an accounting, substantially in the form attached hereto as Exhibit B, which sets forth the number of vehicles towed during the preceding quarter.

**3.2.2. Effect of Accepting Payment.** No acceptance of any payment by City shall be construed as an accord that the amount is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Franchisee for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recomputation by City. If, after audit, such recomputation indicates a franchise fee underpayment, Franchisee shall pay to City the amount of the underpayment within ten (10) days of receipt of written notice from City that such is the case.

**3.2.3. Remittance.** All Franchise Fee payments shall be remitted to City at the following address:

Finance Department  
City of San Fernando  
117 Macneil Street  
San Fernando, California 91340

### **3.3. Administration.**

**3.3.1. Designation of Representatives.** Each party shall designate a representative to serve as that party's primary contact for the administration of this Agreement at all times during the term hereof. City hereby designates the Chief of Police or

designee as the City Representative. Franchisee hereby designates Bart Torres, President, as the Franchisee Representative.

**3.3.2. Franchisee Representative.** The Franchisee Representative shall be principally responsible for Franchisee's obligations under this Agreement and shall serve as the principal liaison between Franchisee and City. The Franchisee Representative shall be authorized to act in Franchisee's behalf with respect to the services specified herein. The Franchisee Representative shall remain responsible during the term of this Agreement for directing all activities of Franchisee and devoting sufficient time to personally supervise the services hereunder. Designation of another representative by Franchisee shall not be made without the prior written consent of City. Unless otherwise specified herein, approval of the Franchisee Representative required hereunder shall be deemed the approval of the Franchisee.

**3.3.3. City Representative.** The City Representative shall be the primary contract administrator for City. It shall be the responsibility of the Franchisee Representative to assure that the City Representative is kept informed of the progress of the performance of Towing Services, and Franchisee shall refer any decisions which must be made by City to the City Representative. Unless otherwise specified herein, approval of the City Representative required hereunder shall be deemed the approval of the City.

## **ARTICLE 4. GENERAL PROVISIONS.**

### **4.1. Insurance.**

Franchisee shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the term of this Agreement, inclusive of any renewal term granted by City, insurance that complies with all of the requirements of Section I(K)(1) of the Service Provisions, incorporated hereto by reference.

### **4.2. Indemnification.**

The indemnification provisions set forth under Section I(K)(2) of the Service Provisions are incorporated hereto by reference and shall set forth Franchisee's indemnification duties and obligations under this Agreement.

### **4.3. Assignment or Transfer Prohibited.**

The reputation, capability and identity of Franchisee are important and material factors in the award of this franchise. Accordingly, Franchisee shall not assign, sell, subcontract, or otherwise transfer any of its obligations, rights, benefits, or other interests it may have under this Agreement to any other person or entity without the prior written consent of City to such transfer or assignment. City may, in its sole discretion, withhold consent to any sale, assignment, or other transfer of this Agreement with or without cause, and may solicit new proposals for the Towing Program. City's consent to a transfer or assignment shall neither relieve Franchisee of its obligations under, nor alter the terms of, this Agreement. For the purposes of this section, the sale, assignment, or other transfer from any person or group of persons collectively having an interest

of fifty percent (50%) or more in Franchisee (whether by means of ownership of stock, partnership interests, tenancy, or otherwise) to any other person or entity shall be deemed an assignment subject to the provisions of this section. Any attempted or purported assignment, sale or other transfer by Franchisee without the prior written consent of City shall be null, void and of no effect.

#### **4.4. Notices.**

Any notice authorized or required to be given by this Agreement shall, unless otherwise specified in this Agreement, be served by personal delivery or by depositing such notice in the United States mail with first-class postage prepaid, addressed to the person and addresses listed below for each party, unless written notice is provided by either party as to a change of address for that party:

**City:** Chief of Police  
San Fernando Police Department  
910 First Street  
San Fernando, California 91340  
Phone: (818) 898-1250  
Fax: (818) 361-3697

*with a copy to:*  
City Manager  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Phone: (818) 898-1200  
Fax: (818) 361-7631

**Franchisee:** Black & White Towing, Inc.  
10857 San Fernando Road  
Pacoima, CA 91331  
Attn: Robert Ordelleide, President  
Phone: (818) 896-9511  
Fax: (818) 896-1031

For the purposes of this Agreement, notices shall be deemed communicated as follows: (i) Notices delivered personally shall be deemed communicated as of the date of actual receipt; (ii) Notices sent via regular mail (whether by first class mail, registered mail or certified mail) shall be deemed communicated as of three (3) days after deposit thereof in the United States mail, addressed as shown on the addressee's registry or certificate of receipt; and (iii) Notices sent via Federal Express or similar courier service shall be deemed communicated two (2) days after deposit of such notices with Federal Express or similar courier or one of its agents.

#### **4.5. Authority to Enter Agreement.**

City and Franchisee warrant that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective party to perform the obligations and conditions imposed upon each party herein.

#### **4.6. Audit of Franchisee's Books and Accounts.**

In addition to the requirements of Section I(L) of Exhibit A, Franchisee shall make its books and records available to City during regular business hours, upon 24-hours written notice from City, for the purpose of auditing and verifying Franchisees payment of Franchise Fees and compliance with this Agreement.

#### **4.7. Severability.**

Whenever possible, each and every provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision, or portion thereof, of this Agreement, or the application of the same to any person or circumstances, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such provision, or portion thereof, shall be severed from this Agreement and shall not affect the validity of the remaining portions of this Agreement. City and Franchisee expressly declare that each would have entered into this Agreement, and each and every section and provision herein, irrespective of the fact that any one or more provisions may be declared invalid or unconstitutional.

#### **4.8. Independent Contractor.**

Franchisee is, and shall at all times remain as to City, a wholly independent contractor. Franchisee shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Franchisee shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Franchisee or any of Franchisee's employees, except as set forth in this Agreement. Franchisee agrees to pay all required taxes on amounts paid to Franchisee



under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Franchisee shall fully comply with the workers' compensation laws regarding Franchisee and its employees. Franchisee further agrees to indemnify and hold City harmless from any failure of Franchisee to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Franchisee under this Agreement any amount due to City from Franchisee as a result of Franchisee's failure to promptly pay to City any reimbursement or indemnification arising under this Section 4.8.

#### **4.9. No Third Party Beneficiaries.**

This Agreement, its provisions, and its covenants, are for the sole and exclusive benefit of City and Franchisee. No other parties or entities are intended to be, nor shall be considered, beneficiaries of the performance by either party of any of the obligations under this Agreement.

#### **4.10. No Waiver.**

Any failures or delays by City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by City in asserting any of its rights and remedies shall not deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

#### **4.11. Time of the Essence.**

Time is of the essence in the performance of this Agreement.

#### **4.12. Modification and Amendment.**

This Agreement may not be modified, supplemented, or amended, except by written agreement signed by each of the parties hereto.

#### **4.13. Binding on Successors and Assigns.**

This Agreement, and each and every covenant, obligation, and condition herein, shall be binding on and shall inure to the benefit of the successors and assigns of City and Franchisee.

#### **4.14. Institution of Legal Actions.**

In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that County, or in the Federal District Court in the Central District of California.

**4.15. Attorneys' Fees.**

In the event either party brings an action at law or in equity, including any action for declaratory relief, to enforce the provisions of this Agreement against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled under law.

**4.16. Applicable Law.**

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

**4.17. Use of Captions.**

The use of captions to identify the various articles and paragraphs of this Agreement are solely for reference and as a matter of convenience, and in no way bind, emit, or describe the scope or intent of any provision.

**4.18. Interpretation.**

City and Franchisee acknowledge that this Agreement is the product of mutual, arms-length negotiation and drafting, and each party expressly represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that all ambiguities in the document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of the provisions of this Agreement.

**4.19. Cooperation and Further Acts.**

City and Franchisee hereby agree to execute such other instruments and to do such further acts as may be reasonably required by, or necessary to carry out, the provisions of this Agreement.

**4.20. Reservation of Rights.**

City and Franchisee expressly reserve all rights that they may possess under the law unless expressly waived herein. By entering into this Agreement, neither City nor Franchisee waives any rights which it now or may later enjoy under applicable law, and City and Franchisee specifically reserve their rights to take full advantage of any changes in the law during the term of the Franchise.

**4.21. Force Majeure**

If either City or Franchisee is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable control of either City or Franchisee, such non-performing party shall be excused from

the performance of its obligation by the other Party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage.

#### **4.22. Incorporation by Reference**

All exhibits attached to this Agreement or documents expressly incorporated by reference shall be deemed incorporated into this Agreement by the individual reference to each such exhibit or document, and all exhibits and documents shall be deemed part of this Agreement as though set forth in full. In the event of any conflict between the express provisions of this Agreement and the provisions of any exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

#### **4.23. Integration.**

This Agreement represents the entire and integrated agreement between City and Franchisee and supersedes any prior negotiations, representations, or agreements, whether written or oral, with respect to the subject matter hereof.

### **ARTICLE 5. FRANCHISEE'S REPRESENTATIONS AND OBLIGATIONS.**

#### **5.1. Personnel.**

Franchisee represents that it has, or shall secure at its own expense, all personnel required to perform the Towing Services contemplated by this Agreement. Franchisee may associate with or employ associates or subcontractors in the performance of the Towing Services upon obtaining the prior written approval of City to such association or subcontract, but shall remain, at all times, primarily responsible for the performance of the Towing Services.

#### **5.2. Governing Requirements.**

Franchisee shall operate its tow service and shall perform all Towing Services required of it under the terms of this Agreement in full compliance with the regulations set forth in this Agreement, including the Service Provisions, and all applicable federal, state and local laws.

#### **5.3. Performance and Operational Standards.**

Franchisee shall perform the Towing Services in accordance with the standards set forth under federal, state and local law and in the Service Provisions. Franchisee shall at all times comply with such operating standards, noticing requirements and service requirements mandated under Article 1 of Chapter 10 of Division 11 of the California Vehicle Code (Vehicle Code section 22650 et seq.) including but not limited to those operating standards, noticing requirements and service requirements set forth under Vehicle Code sections 22655.5(c), 22658, and 22699. The failure to abide by such operating standards, noticing requirements and/or service requirements shall constitute an Event of Default under this Agreement.

Throughout the term of this Agreement, Franchisee shall maintain their designation as a Los Angeles Official Police Garage (OPG) and comply with all towing and storage regulations as

set forth by the Commission Investigation Division or other agency responsible for regulating OPGs.

Franchisee warrants, represents and agrees that all persons seeking the release of their vehicles from Franchisee shall not be subject to unlawful or arbitrary discrimination, including discrimination based upon sex, marital status, race, color, religion, ancestry, national origin, physical disability, sexual orientation and domestic partnership status and that Franchisee agrees that it will conduct all its business activities pursuant to this Agreement in accordance with the foregoing policy.

#### **5.4. Rates and Charges.**

Rates and charges Franchisee may charge for the removal and storage of vehicles towed by Franchisee in the performance of the towing services contemplated by this Agreement shall not exceed the rates and charges set forth in the Service Provisions.

#### **5.5 Prohibited Employment.**

In addition to all other conditions of approval, the City Council of the City of San Fernando has also conditioned approval of this Agreement on Franchisee's compliance with the following: To the fullest extent permitted by law, under no circumstances may Franchisee do any of the following during the term of this Agreement or any Renewal Term as the same are defined under Section 2.5 of this Agreement, above: (i) employ or offer employment to any person who is currently employed by the City of San Fernando; (ii) employ or offer employment to any former employee of the City of San Fernando whose employment ended or was otherwise terminated (for whatever reason) less than one year from the date the former employee is employed or offered employment by Franchisee; (iii) engage any employee of the City of San Fernando or offer to engage any employee of the City of San Fernando as an independent contractor or agent of Franchisee; and/or (iv) engage or offer to engage any former employee of the City as an independent contractor or agent of Franchisee where such engagement or offer to engage is made less than one year from the date the former employee's employment with the City of San Fernando ended or was otherwise terminated (for whatever reason).

### **ARTICLE 6. SIGNATURES.**

#### **6.1. Counterpart Originals.**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, City and Franchisee have caused the within Agreement to be duly executed by their respective officers.

**CITY OF SAN FERNANDO**  
A Municipal Corporation

\_\_\_\_\_  
Nick Kimball, City Manager

ATTEST:

\_\_\_\_\_(SEAL)  
City Clerk

**FRANCHISEE:**  
**BLACK & WHITE GARAGE, INC.**

By:\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**VEHICLE TOWING AND SECURE STORAGE  
SERVICE PROVISIONS**

## **I. GENERAL PROVISIONS**

### **A. SERVICES TO BE PERFORMED**

The Franchisee shall furnish towing and storage services for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by the San Fernando Police Department (SFPD). Towing services shall include, but not be limited to, removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for criminalistics and/or evidentiary purposes as directed by SFPD personnel, other impoundment of vehicles as directed by SFPD, and necessary service to heavy duty vehicles on the highways.

### **B. CONDUCT**

The Franchisee shall conduct business in an ethical, lawful and orderly manner so as to maintain the confidence of the community. While Franchisee is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and the inherent potential for conflict in vehicle removal and storage, Franchisee and its employees must maintain a fair, impartial, and reasonable attitude, and perform its duties in a courteous manner. Statements and actions of the Franchisee and its employees must be the result of considered judgment and absent of personal opinion or bias.

The Franchisee, when notified by the Chief of Police or his or her designee of any complaint of discourtesy by the Franchisee's employee(s), shall investigate and respond in writing to the Chief of Police or his or her designee within ten (10) calendar days of receipt of notification of the complaint. Franchisee's response shall include the results of its investigation and, if the complaint is found to be true, what measures the Franchisee took to address said complaint and prevent future complaints on the same issue.

### **C. REGULATION**

The Franchisee shall comply with all applicable, federal, state and local laws, ordinances, rules and regulations, shall make all reports required by the State of California Vehicle Code, and shall follow all rules or regulations which the SFPD may prescribe governing the conduct of Franchisee's operations under the Franchise Agreement.

### **D. COOPERATION**

Tow unit operators shall abide by the lawful decisions of all peace officers and law enforcement employees of the City of San Fernando and shall cooperate in removing and/or in impounding vehicles.

## **E. SUPERVISION**

The Franchisee shall comply with all reasonable regulations imposed by the City on the Franchisee's performance pursuant to the Franchise Agreement. The Franchisee shall further make all records, equipment and storage facilities related to Franchisee's performance under the Franchise Agreement available for periodic inspection by the Chief of Police or his or her designee to determine if the garage is in compliance with the rules and regulations of the City. Inspections may occur at any time and Franchisee shall in good faith cooperate with any City inspection of its facilities or equipment to assist the City in verifying compliance with this Agreement, the Service Requirements, other related documents and all state laws governing the performance of tow services.

## **F. PRIORITY AND RESPONSE TIME**

The Franchisee shall furnish such services as requested by the SFPD and noted in the Franchise Agreement at any time during the day or night and shall:

1. Give priority to City calls when requested;
2. Maintain sufficient personnel and equipment to provide for a maximum response time of fifteen (15) minutes, except as otherwise provided herein;
3. Notify the SFPD upon receipt of request for tow when a tow unit cannot respond immediately and give an estimated time of arrival;
4. If the Franchisee is unable to respond within the maximum response time and/or there is a potential public safety issue determined by SFPD at the site of the incident that requires immediate removal and/or relocation of a vehicle(s), then the Franchisee's identified subcontractor will be contacted by the Franchisee to immediately assist SFPD and ensure the subject vehicle(s) removal and/or relocation; and
5. The Franchisee shall provide immediate response whenever requested to respond to the scene where a child is locked in a car or other emergency of such type.
6. In the event that Franchisee receives more than one (1) tow service request from the Police Department within the same time period, Franchisee shall respond to the first request then respond to the second request unless the second request involves a vehicle accident where the disable vehicles are interrupting the flow of traffic or poses a threat to the safety of others.

## **G. ADMINISTRATION**

The Police Department shall administer the Franchise Agreement on behalf of the City and the Franchisee shall abide by the directions and decisions of Police Department personnel at the scene of a call.



## **H. SETTLEMENT OF DISPUTES**

Should there be any dispute between the Franchisee and owner of the vehicle over charges made for services rendered under the Franchise Agreement, such dispute shall be decided by the SFPD Chief of Police or his or her designee and the Franchisee shall make no demands upon the owner of the vehicle for a sum in excess of the amount determined to be reasonable by the Chief of Police or his or her designee. The Chief of Police or his or her designee may hold an administrative hearing if any party to the dispute so requests.

## **I. CITY NOT LIABLE**

Neither the City nor the SFPD shall be responsible to the Franchisee for payment of towing, removal, or storage charges. The Franchisee shall look to the owner of the vehicle for payment of applicable fees.

## **J. REPORTS TO BE MADE TO CITY**

The Franchisee shall provide the SFPD on the fifteenth (15th) day of each month with a written list of all vehicles removed or impounded during the past month pursuant to the Franchise Agreement. This list shall include vehicle owner's name and address (if known), vehicle make, license and motor number, and Police DR number. The Franchisee shall also provide at the same time, a list of all vehicles currently on the Franchisee's premises that were removed from a traffic accident site handled by the SFPD. This list shall also include vehicle license number, date of storage, reason for storage, and Police DR number, if applicable. An explanation of each tow requiring an excess of one hour shall be provided. The report shall also contain a list of the tow unit operators that were employed by the Franchisee during any period of that reporting month, the list shall contain the tow unit operator's name, operator's license number, classification, and its expiration date.

Franchisee or his/her designee shall sign the monthly report.

Franchisee shall notify the Chief of Police or his or her designee in writing of any sale or disposal of a formerly stored vehicle or vehicle part to an individual known to the Franchisee designee or his employees as a City employee.

## **K. INSURANCE AND INDEMNITY REQUIREMENTS**

1. **Insurance:** The Franchisee shall produce and maintain for the duration of the Franchise Agreement the insurance as required in this section. Franchisee shall not commence work under this Agreement until proof of all required insurance has been provided to and accepted by the City. The Franchisee shall file with the SFPD Chief of Police a policy or duly authorized certificate of public liability insurance insuring the City of San Fernando, its officers, agents and employees, against liability. Franchisee shall maintain limits no less than:

- a. Workers' Compensation Insurance: as required by the State of California, and Franchisee's liability insurance, with limits not less than \$1,000,000 each accident. The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the Franchisee under this Agreement.
- b. Garage Liability Insurance: at least as broad as Insurance Services Office (ISO) occurrence Form CA 00 05 with Broadened Coverage - Garage Endorsement (CA 25 14). Such insurance shall include coverage for liability arising out of garage operations with limits not less than \$1,000,000 each accident and \$2,000,000 in aggregate, and automobile liability coverage for owned, hired and non-owned automobiles with limits not less than \$1,000,000 each accident. The insurance shall also include Garagekeepers Liability coverage for each location the Franchisee may utilize to provide service under this contract with limits of not less than \$1,000,000 per location.
- c. As an alternative to the requirements in paragraph b above, Franchisee may provide a combination of Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01), including coverage for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, code 1 (any auto, owned, hired and non-owned automobiles or other licensed vehicles) with limits of \$1,000,000 per accident for bodily injury and property damage. The insurance shall also include Garagekeepers Liability coverage for each location the Franchisee may utilize to provide service under this contract with limits of not less than \$1,000,000 per location.
- d. On Hook Physical Damage Liability Insurance with limits not less than \$500,000 per vehicle.
- e. Deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the Franchisee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- f. Other insurance provisions: The policies are to contain, or be endorsed to contain, the following provisions:

- i. The Commercial General Liability policy shall be endorsed to provide that the City of San Fernando, its officers, officials, employees, and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Franchisee under the Franchise Agreement. Proof of this coverage must be in the form of an additional insured endorsement to the Franchisee's insurance using ISO CG 20 10 11 85 or its equivalent language. If coverage is provided in the form of a Garage Liability Policy, such policy shall be endorsed to include equivalent additional insured status to the City of San Fernando, its officers, officials, employees and volunteers.
  - ii. For any claims related to this project, the Franchisee's insurance coverage shall be primary insurance as respects the City of San Fernando, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Franchisee's insurance and shall not contribute with it.
  - iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, reduced in coverage or in limits, or cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of San Fernando.
- g. Subcontractors: Franchisee shall include all subcontractors as insureds under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this Agreement.
- h. Verification of Coverage
- i. Franchisee shall furnish the City with original certificates and endorsements, including amendatory endorsements, affecting coverage required herein. All certificates and endorsements must be received and approved by the City of San Fernando before work commences under the Franchise Agreement. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements required by these specifications at any time during the term of this contract. Neither the failure of the Franchisee to supply required proof of coverage, nor the failure of the City to approve same shall alter or invalidate the provisions of this contract.
  - ii. The Franchisee shall submit evidence of appropriate replacement or renewal coverage for all required insurance that expires or is

cancelled during the term of the Contract. Such evidence shall be provided to the City no later than 15 calendar days prior to the expiration or termination of coverage. If operator fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Franchisee shall be withheld until City receives required evidence that coverage has been restored.

- iii. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- iv. All policies required pursuant to this section shall be submitted to the San Fernando City Attorney for approval as to form.

## 2. **Indemnification.**

- a. Franchisee agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents and employees ("Indemnities"), at Franchisee's sole expense, from and against any and all loss, liability, penalties, forfeitures, claims, actions, suits or other legal proceedings of any kind asserted against the City, its elected officials, officers, agents, and employees arising out of the performance of Franchisee, its employees, representatives, agents, and sub operators under this agreement, excepting only such claims or actions which may arise out of sole or active negligence of the City, its elected officials, officers, agents and employees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Franchisee, its employees, and/or authorized sub operators, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by the Franchisee, its employees, and/or authorized sub operators specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Franchisee's proposal, which shall be of no force and effect.
- b. The Franchisee's obligation to defend, hold harmless, and indemnify shall not be excused because of the Franchisee's inability to evaluate liability or because the Franchisee evaluates liability and determines that the Franchisee is not liable to the claimant. The Franchisee must respond within thirty (30) days to the tender of a claim for defense and indemnity by the City, unless this time has been extended by the City. If the Franchisee fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, as much of the money due the Franchisee by virtue of the Franchise Agreement as shall reasonably be considered necessary by the City may

be retained by the City until final disposition has been made or the claim or suit for damages, or until the Franchisee accepts or rejects the tender of defense, whichever occurs first.

- c. With respect to third party claims against the Franchisee, the Franchisee waives any and all rights of any type to express or implied indemnity against the Indemnities.
- d. Separate Counsel: City may elect to have separate legal counsel from Franchisee at any time at its sole discretion, and in such case Franchisee will pay one-half (1/2) of all fees and costs and charges for such separate legal counsel.
- e. Subcontractors: Franchisee shall require all subcontractors to enter into an Agreement containing the provisions set forth in this subsection K(2) in which Agreement the subcontractor fully indemnifies the City in accordance with this Agreement.
- f. Exception: Notwithstanding Subsections K(2)(a)-(b) above, Franchisee's obligation to indemnify, hold harmless and defend the City, its officers and employees shall not extend to any loss, liability, penalty, claim, damage, action or suit arising or resulting solely from acts or omissions constituting willful misconduct or sole negligence on the part of the City, its officers or employees.
- g. Damage by Franchisee: If Franchisee's employees or subcontractors cause any injury, damage or loss to City property, including by not limited to City streets or curbs, Franchisee shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the City to be indemnified by Franchisee for any such injury, damage or loss. With the prior written approval of City, Franchisee may repair the damage at Franchisee's sole cost and expense.
- h. Tort Claims Act: This Agreement shall in no way act to abrogate or waive any immunities available to the City under the Tort Claims Act of the State of California.

#### **L. FRANCHISEE'S RECORDS AND BOOKS; INSPECTIONS AND AUDITS**

Franchisee shall maintain the books and records of each tow or storage as required by Vehicle Code section 10650 and any other state law or regulation and this Agreement. All records, equipment, and storage facilities shall be open to periodic inspection by the SFPD personnel or its designated representative. Any deficiencies shall be corrected as soon as practicable upon request of the SFPD. Franchisee shall permit and facilitate any inspections or audits that City may require.

Franchisee acknowledges, understands and agrees that any and all records provided to the City or otherwise maintained in compliance with Vehicle Code section 10650 may be subject to production to third-parties under the California Public Records Act (Government Code section 6250 et seq) and City reserves right to produce such records to the extent City, in its discretion, determines that such records are subject to disclosure.

#### **M. IMPOUND REPORTS**

A Franchisee tow unit operator shall sign and complete the necessary portions of the impounding employee's Impound Report. The impounding employee shall retain the original copy of the Impound Report. Franchisee shall retain a copy of the Impound Report for two years. The garage's copy of the Impound Report shall be used to record the vehicle release information in the appropriate space provided in the Impound Report.

#### **N. NOTIFICATIONS**

The Franchisee's employees while acting within the course of their employment shall cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action by law enforcement personnel. The Franchisee shall notify SFPD in writing on a weekly basis of the following:

1. All vehicles originally impounded by a public agency but that have remained in storage beyond seven calendar days.
2. All vehicles originally impounded with a criminalistics/evidentiary hold, but that have remained in storage with a hold beyond seven calendar days, Franchisee shall notify SFPD on a weekly basis of all vehicles sold during the preceding week in accordance with statutorily established lien procedures.

#### **O. STORAGE**

Storage shall commence at the time the vehicle arrives at the Franchisee's storage facility. Charges for vehicle storage shall be based on a rate. The daily rate extends from midnight to midnight of the following day.

Exceptions:

1. When a release request is made within the first "hour of storage", the storage fee shall be waived.
2. Per SB 887 (1992, Lockyer), when a release request is made within 24 hours, only one day's storage shall be charged regardless of the calendar date.
3. When a release request is made between 7 p.m. and 12 a.m. (midnight), one day's storage fee shall be waived providing such release occurs within the mandatory release hours (7 a.m. to 7 p.m.,) of the following day.

**P. LIEN ON STORED VEHICLES AND LIEN SALES**

The Police Department personnel who is requesting the impound shall be responsible for establishing that “probable cause” exists to impound the vehicle in question. When “probable cause” is lost prior to a vehicle being removed to a Franchisee facility, no lien shall be attached and no fee shall be charged for the field release of a vehicle to a properly interested person.

In the event a vehicle is not claimed by its owner after Franchisee duly notifies the registered or legal owner pursuant to the relevant provisions set forth in the Vehicle Code, Franchisee shall be able to facilitate or conduct a lien sale pursuant to Vehicle Code Sections 22851 et seq. Any and all lien sales performed by Franchisee shall be done in strict compliance with all applicable laws.

Franchisee shall indemnify, defend and hold harmless, the City and City’s elected and appointed officials, officers, employees, agents and volunteers from any and all liability arising out of any lien sale that Franchisee facilitates or conducts.

**Q. DISPUTES AND INJURIES**

The Chief of Police or his or her designee has the authority to settle all disputes arising from actions by the Franchisee. The decision of the Chief of Police or his or her designee shall be binding on all parties involved. Inquiries pertaining to the conduct, practices, and regulation of the Franchisee may be referred to the City of San Fernando Police Department, 910 First Street, San Fernando, California, 91340; (818) 898-1267.

**R. CITY VEHICLES**

The Franchisee shall provide, at no cost to City, routine roadside service, including but not limited to towing service, to all vehicles owned by the City of San Fernando up to and including one (1) ton rated vehicles at the request of the Chief of Police Chief or his or her designee whenever such vehicles require such service within the City of San Fernando or within five (5) road miles of the corporate limits of the City.

**S. TRAFFIC ACCIDENT SCENE CLEANUP**

At the request of the Police Department, the Franchisee shall dispatch a tow unit to the scene of a traffic accident and shall remove all glass and debris deposited upon the roadway. Franchisee shall provide traffic accident scene cleanup services to City free of charge.

**T. FAX MACHINE**

The Franchisee shall maintain a fax machine or similar transmittal device at all times during the term of the Franchise Agreement.

**U. TOXIC MATERIALS**

City will not knowingly require the Franchisee to pick up, store or dispose of any toxic or hazardous materials, except for those normal fluids associated with motor vehicles.

**V. COST TO CITY**

Unless otherwise provided in the Franchise Agreement, any towing and storage expenses for which the City is financially responsible pursuant to the Franchise Agreement, including towing or storage of City-owned vehicles, shall be billed to the City at no more than 50% of the rate authorized by the Franchise Agreement.

**W. COLLECTION OF FEES**

The Franchisee shall collect all fees (including the Vehicle Release Fee) imposed by the City upon vehicles that the City causes to be towed, stored, or impounded. This money shall be paid to the City on a monthly basis.

**X. PERMITS AND CERTIFICATES**

The Franchisee shall secure and maintain any licenses, permits, or certificates required by federal, state and local law. The Franchisee shall secure and maintain such City business license as required by the San Fernando City Code. In addition, Franchisee shall keep informed of and comply with the requirements of all federal, state, county and City laws, ordinances, and regulations applicable to the work performed under the Franchise Agreement.

**Y. BACKGROUND INVESTIGATION AND FEE REQUIRED**

Prior to the award of the Franchise Agreement, the Police Department shall conduct or have conducted a background investigation of the business, its principals, and its tow truck drivers. The Franchisee awarded the Franchise Agreement shall be responsible to notify the SFPD whenever a new driver is assigned to tow requests from SFPD. All new tow drivers shall be subject to background investigation. Franchisee shall provide the names, birth dates and other necessary information on all employees of Franchisee who are performing services under this Agreement sufficient to permit the City to make background checks as required herein. Franchisee shall pay a fee of \$25.00 to the City, as set by City Council Resolution No. 7553, for each tow truck driver's background check. Franchisee shall ensure that all other fees required by any supporting agencies to complete each tow truck driver's background check

**Z. FRANCHISE FEES**

The Franchisee shall pay to the City on a quarterly basis the Franchise Fee authorized by City Council, pursuant to San Fernando City Code Section 90-911 and all resolutions authorized



thereby. Pursuant to Resolution No. 7302, adopted by the City Council on March 30, 2009, the Franchise Fee in effect as of the date of this Agreement is \$45.00 per vehicle towed.

The Franchise Fee payment of \$45.00 per vehicle towed shall be paid on a monthly basis with payments received no later than April 15, July 15, October 15, and January 15 of each year. Failure to make Franchise Fee and business license tax payments may be cause for termination of the Franchise Agreement.

## **II. TOWING PROVISIONS**

### **A. PLACE TO WHICH VEHICLES SHALL BE TOWED**

Any vehicle towed pursuant to the Franchise Agreement shall be taken to such place as the owner or driver of the vehicle directs. When impounded by the SFPD it shall be taken to the storage lot designated by SFPD. If neither the owner nor the driver nor SFPD specifies a destination, is unable to do so, or is not at the scene of removal, the Franchisee shall tow the vehicle to Franchisee's Primary Storage Facility. In no case shall Franchisee use coercion or pressure of any kind upon the owner or driver of a vehicle to have the vehicle towed to Franchisee's own storage yard or garage.

### **B. EVIDENCE TO BE SAFEGUARDED**

The Franchisee shall take all reasonable precautions required by the Police Department to avoid damage to any evidence or impounded vehicles such as fingerprints or stains. Vehicles taken into custody that involve such evidence shall be stored in the Investigative Hold Area, as defined hereinafter, and shall be secured from access by unauthorized persons. Vehicles stored for prints shall be protected from dust and dirt or deterioration of evidence by the sun or other elements. Vehicles taken into custody and stored by Franchisee as evidence of a crime or which are involved in a pending investigation shall be locked securely and stored in a covered area separate from all other stored vehicles and which is protected against entry by unauthorized persons. Franchisee shall be fully and exclusively responsible for any items missing from these stored vehicles and for the entrance of any individual not authorized by Franchisee to enter into said storage area.

### **C. TOWING AND STORAGE CHARGES; BILLING**

Franchisee shall charge the rates established by Official Police Garages Los Angeles ("OPGLA") for Towing and Storage, as those rates may be amended from time to time. Upon the effective date of any increase in OPGLA's rates for Towing and Storage, Franchisee's rates shall increase to match OPGLA's rates. Such an increase shall not require approval of the City Council and shall occur automatically upon the effective date of the OPGLA rate increase. The foregoing notwithstanding, Franchisee shall provide City with written notice of any increase in the OPGLA rates within seven (7) calendar days from the effective date of such increase. The most up-to-date schedule of rates shall be clearly and conspicuously posted at all of Franchisee's facilities so that members of the public are made aware of such rates. The schedule shall also indicate the effective date of such rates and a copy of the schedule shall be provided to any member of the public, including any official or employee of the City upon demand either verbally or in writing.

Towing charges commence at the time a tow unit actually proceeds to a call for service and terminate at the time the tow unit returns to the Primary Storage Facility.

Except as provided by the approved rates herein, no additional charges shall be made for special equipment or service necessary to prepare vehicles for towing.

All bills for towing and storage shall be itemized.

#### **D. INVENTORY**

1. A detailed written inventory of all personal property in any and all vehicles towed and/or stored and/or impounded by Franchisee shall be completed by the Police Department prior to the time of towing and/or storing the vehicle by the Franchisee. The towing operator of Franchisee shall complete and sign the appropriate section of said inventory form. A copy of the fully completed inventory form shall be given to the towing operator employed by Franchisee who shall in turn give it to Franchisee who shall retain it for as long as the vehicle is in Franchisee's possession and control.
2. Under no circumstances may a vehicle and/or personal property located in a vehicle be released by Franchisee to the vehicle owner or his/her designated representative without the express written permission from the Police Department.
3. If at any time an item of personal property is removed from a stored vehicle and placed in another location, Franchisee shall prepare a receipt of said item, place a copy of said receipt in the stored vehicle, and provide a copy of said receipt to the Police Department.
4. Franchisee agrees to indemnify, defend and hold harmless City and City's elected and appointed officials, officers, employees, agents and volunteers harmless from any damage to vehicles and/or loss or damage to personal property located inside the vehicles during Franchisee's custody and possession of said vehicles

### **III. STORAGE PROVISIONS**

The Franchisee shall provide a total storage capability of not less than 65 vehicles including five (5) vehicles within an enclosed investigative hold area. Based on future needs of the Police Department, the Franchisee shall ensure that they are able to expand total storage capability to 85 vehicles including the five (5) vehicles within an enclosed investigative hold area. The increased vehicle storage capacity can be addressed entirely on a Primary Storage Lot or through the use of Primary Storage Lot and a Secondary Storage Lot.

#### **A. PRIMARY STORAGE LOT**

The Franchisee shall at all times provide and maintain a Primary Storage Facility with a minimum storage capacity of 65 vehicles including an investigative hold area for 5 vehicles dedicated to the storage of vehicles from Police Department pursuant to the Franchise Agreement. The Primary Storage Facility shall be no more than five (5) miles from the Police Department's office building.

The storage lot, or Primary Storage Facility if more than one such lot is maintained, shall be:

1. Immediately adjacent to or contain office facilities.
2. Adequate in size to accommodate all:
  - a. "Hold" vehicles;
  - b. Late model vehicles;
  - c. Specially equipped vehicles; and
  - d. Vehicles to be released immediately to owners.
3. Entirely surfaced with either concrete or asphalt material.
4. Free of holes or areas that are decomposed or broken.
5. Clean and free of litter, debris, or weeds.
6. Include on-site lighting that provides easy visibility to all areas of the lot while eliminating spill over onto neighboring properties.
7. Sized and dimensioned to afford safe access to all vehicles.

## **B. INVESTIGATIVE HOLD AREA AND VEHICLES**

The Franchisee shall maintain an area at its Primary Storage Facility for vehicles held for criminalistic and/or evidentiary examinations, which has a minimum vehicle storage capacity of five (5) vehicles. This Investigation Hold Area shall:

1. Have a fully enclosed structure and be capable of providing protection from the natural elements.
2. Be fenced and gated (so as to prohibit entry by unauthorized persons as prescribed by the Chief of Police or his or her designee) with remote access controlled by the dispatcher.
3. All entries shall be documented to identify the vehicle seen, the person entering, and the date and time the person entered the Investigative Hold Area.
4. The Investigative Hold Area's storage capacity shall be capable of holding ten (10) vehicles at any one time.
5. The only persons authorized to enter an Investigative Hold Area are the Franchisee employees and concerned law enforcement employees.
6. Garage employees shall not remove property from vehicles being held for criminalistic and/or evidentiary purposes.
7. Vehicles stored in an Investigative Hold Area shall not be removed from the area until authorized by the responsible SFPD personnel/investigator.
8. Once an investigative hold has been released on a vehicle it shall be immediately removed from the Investigative Hold Area.
9. The date and time of removal and the removing employee's identity shall be recorded on the Franchisee records.

Vehicles being held for Vehicle Code (VC) 22651 (0) (No Current Registration); VC 22651 (P) (Unlicensed Driver); VC 22651 (i) Unpaid Parking Citations; or VC 10751 (Altered Identification Number) (hereafter referred to as "statutory holds") need not be stored in the Investigative Hold Area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistic or evidentiary examinations. Garage employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Area Vehicle Coordinator.

### **C. SECONDARY STORAGE LOTS**

All Secondary Storage Facilities proposed by the Franchisee shall be inspected and approved by the Chief of Police or his or her designee prior to use. A Secondary Storage Facility is a designated location used by the Franchisee as a yard or lot for the temporary storage of impounded vehicles. All Secondary Storage Facilities shall be within five (5) miles of Franchisee's Primary Storage Facility. All Secondary Storage Facilities must be fenced for maximum security and lighted during the hours of darkness to afford illumination of all stored vehicles. Secondary Storage Facilities shall only be used to store vehicles with appraised values under One Thousand Dollars (\$1,000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles with appraised values over One Thousand Dollars (\$1,000.00) with the prior written approval of the Chief of Police or his or her designee, but in such cases, an attendant must be on duty at the facility for security. The location where vehicles are stored within a Secondary Storage Facility shall be accurately recorded on the garage's impound records.

### **D. STORAGE OF VEHICLES**

All vehicles towed or stored by the Franchisee under the Franchise Agreement shall be kept within the Primary or Secondary Storage Lot when under direct supervision. At no time shall such vehicles be parked or stored or left standing on any public street or alley. Undamaged vehicles shall be segregated from wrecked or junk vehicles and shall be kept in the primary lot. All vehicles shall be systematically parked and sufficiently separated to preclude the probability of damage. Unobstructed access shall be provided to all stored vehicles. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at all Secondary Storage Facilities to prevent the loss or theft of personal property or vehicle parts. Secondary Storage Facilities shall provide safe access to all stored vehicles and shall be kept clean and free of litter, debris, and weeds. Lighting of such lots shall be adequate to ensure required security of stored vehicles and eliminate light spill over onto neighboring properties. The Franchisee shall provide security to all primary and secondary storage facilities sufficient to reasonably preclude theft or damage to stored vehicles and as hereinafter provided.

### **E. ENCLOSING OF STORAGE AREAS**

Unless otherwise provided by applicable City regulations, all outdoor areas used for storage shall be enclosed with a solid wall, chain link or wrought iron style fence at least six (6) feet in height, having a gate or door of adequate width and equivalent height. The fence shall be covered from public view. The bottom edge of any such fence or wall, including all gates or doors, shall be maintained in such a manner as to prevent unauthorized entry. All wall or fence enclosures shall be maintained in good condition throughout the term of the Franchise Agreement; any damage shall be repaired promptly within twenty-four (24) hours of notice of such damage.

**F. OFFICE**

The office space at the Primary and Secondary Storage Facilities shall be neat in appearance, clean and painted. A waiting area shall be provided for customers with adequate restroom and other facilities for the customers' comfort.

**G. RESPONSIBILITY FOR VEHICLE, ACCESSORIES, AND PERSONAL PROPERTY**

The Franchisee shall be responsible for vehicles and accessories while in Franchisee's possession. The Franchisee shall also be responsible for personal property left in the vehicle at the time possession of that vehicle is taken. All property left in a vehicle should be listed on the California Highway Patrol 180 form. No articles shall be removed without first obtaining written authorization from a Police Department officer. Any articles removed for any reason shall be noted by the authorizing SFPD officer. The Franchisee shall maintain a record of the identity of all persons who have entered a stored vehicle for the purpose of accessing unattached personal property. The record shall also include the date of entry and a description of any property removed. Unattached personal property may be removed for safekeeping by garage employees, but only from available for release and statutorily held vehicles. When the Franchisee's personnel removes unattached personal property for safekeeping from a vehicle, the following shall occur:

1. Record a description of the removed property on the corresponding copy of a garage impound report.
2. Implement controls to inform Franchisee's office personnel responding to public inquiries that personal property has been removed from a vehicle.
3. Cause the property to be individually packaged and identified.
4. Provide a secure location for the storage of the property to preclude loss, theft or damage.
5. Inform properly interested persons that property has been removed and how they may obtain possession of that property.

**H. NOTICE TO VEHICLE OWNERS AND/OR DEPARTMENT OF JUSTICE**

Franchisee shall timely notify the registered or legal owner of all vehicles towed and/or stored pursuant to this Agreement and in accordance with all relevant provisions set forth in the Vehicle Code. If the registered or legal owner of a vehicle unable to be located by Franchisee, then Franchisee shall timely notify the Department of Justice in accordance with all relevant provisions set forth in the Vehicle Code. It shall be Franchisee's sole and exclusive responsibility to timely notify each and every owner of vehicles towed and/or stored pursuant to this Agreement of the costs incurred from its services and payable to the vehicle owner.

## **I. PROTECTION AND HANDLING OF VEHICLES**

It is the responsibility of the Franchisee to protect all vehicles, vehicle parts and/or attached accessories impounded by peace officers or City law enforcement personnel until such time the vehicles have either been released to properly interested persons or have been disposed of through legal process.

Vehicle parts and/or attached accessories shall not be removed from an impounded vehicle with a criminalistic/evidentiary hold on the vehicle without the prior approval of the concerned law enforcement personnel. The Franchisee's garage employees from other impounded vehicles may remove vehicle parts and/or attached accessories for safekeeping. When the Franchisee's employee removes vehicle parts and/or attached accessories for safekeeping from a vehicle it shall:

1. Record a description of the removed vehicle parts and/or attached accessories on the corresponding copy of the garage impound report.
2. Implement controls to inform the Franchisee's office personnel responding to public inquiries that vehicle parts and/or attached accessories have been removed from a vehicle.
3. Cause the vehicle parts and/or attached accessories to be individually packaged and identified.
4. Provide a secure location for the storage of the vehicle parts and/or attached accessories to preclude loss, theft or damage.
5. Inform properly interested persons that parts and/or attached accessories have been removed and how they may obtain possession of that property.

The release of impounded vehicles that are available for release shall be the responsibility of the Franchisee. Criminalistic/evidentiary or statutorily held vehicles shall not be available for release until Police Department personnel has given written authorization to the Franchisee.

The Franchisee, at its Primary Storage Facility, shall prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures and the required documentation necessary for properly interested persons to obtain possession or remove unattached personal property from a stored vehicle and/or to view or photograph a stored vehicle within twenty-four (24) hours of making such a request.

Vehicle inventories, when conducted by Franchisee employees, shall only be conducted within the confines of a storage facility and in the presence of a witnessing employee.

## **J. RELEASE OF VEHICLES**

A dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles



between the hours of 7 p.m. and 7 a.m. Any vehicle impounded in connection with a special event, as designated by the Chief of Police or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event. For the purposes of this provision, “special event” shall include DUI checkpoints, parades, et cetera.

#### **L. REGULATION**

Franchisee shall comply with all federal, state and local laws, ordinances, rules and regulations and shall make all reports required by the State of California Vehicle Code and shall follow all reasonable rules or regulations that the SFPD may, from time to time, prescribe governing the conduct of the Franchisee’s operations under the Franchise Agreement.

#### **M. FRANCHISEE REQUEST TO CHANGE RATES AND CHARGES**

Franchisee may submit to the Chief of Police a written request for a change of rates. All requests for rate adjustment shall set forth Franchisee’s current rate charges and the proposed charges. Verifiable profit or loss information may be required prior to any rate adjustment. If the City of San Fernando, in its sole discretion, decides to amend the rates for towing and storage of vehicles to a different rate than the OPGLA rates, it shall give Franchisee written notice of its intention to adopt an amended schedule and negotiate with Franchisee for a period of no less than 60 days before a new schedule is enacted. Any amended schedule of rates shall be approved by the City Council.

## **IV. STAFFING PROVISION**

### **A. SUFFICIENT PERSONNEL**

Franchisee shall have sufficient personnel on duty at all times to:

1. Receive calls from the Police Department communications center;
2. Dispatch tow units;
3. Provide security at all storage sites; and,
4. Provide such services as may be required under the Franchise Agreement

### **B. DISPATCHER**

A dispatcher shall be on duty in Franchisee's office seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from Police Department and its communications center, dispatch tow units, provide security for stored vehicles, and perform such other tow related services as may be required by the Chief of Police or his or her designee. A dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 7 p.m. and 7 a.m. Any vehicle impounded in connection with a special event, as designated by the Chief of Police or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event, regardless of the time of day the special event concludes. A dispatcher and/or other Franchisee employees providing service to the public shall wear a nametag/badge with their name and/or have their first name conspicuously imprinted on their uniform. Franchisee shall be responsible to provide the nametag.

### **C. TIMEKEEPING AND DELAYS**

Franchisee shall record the following times pertaining to law enforcement and City agency tow service request by means of a time clock:

1. The time that the request for tow service is received;
2. Time that a tow unit is assigned the call for service and given the location of the requested service;
3. The time that a tow unit arrives at the location of requested service; and,
4. The time that a tow unit returns to Franchisee Facility with the vehicle.

Franchisee shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all Police Department personnel, other law enforcement agencies, and City departments that rely upon it for tow service. Within ten (10) minutes of the receipt of a request for tow service from the Police Department or its communications center, an available, unassigned tow unit and operator shall be dispatched and shall immediately proceed to the location of the requested service. Franchisee shall advise the communications center when a tow unit cannot be dispatched within ten (10) minutes and shall give the reason why the tow unit cannot be dispatched and an estimated time of dispatch. Once dispatched, a tow unit operator shall respond to an assigned call by the most direct and expeditious route.

**EXCEPTION:** Orders to remove abated vehicles or vehicle parts from private property shall be executed by the ordered Franchisee within forty-eight (48) hours of receiving such notification.

## **D. OPERATORS**

Franchisee shall employ no person as a tow unit operator until he or she possesses the appropriate class of California driver's license and medical certificate, if required, for the type of tow unit being operated. Tow unit operators shall wear a uniform approved by the Chief of Police or his or her designee whenever they are performing services in response to a call from the City of San Fernando. A nametag/badge identifying the operator by first name shall be worn on the operator's outer most shirt or jacket.

## **V. VEHICLES AND EQUIPMENT PROVISIONS**

### **A. TOW UNITS RADIO EQUIPMENT**

Franchisee may equip tow units and facilities with radio equipment capable of receiving police calls, police frequency and/or local government frequencies. On those trucks that primarily operate after normal business hours, Franchisee may also have transmitting capabilities on local government frequencies for emergency contact with SFPD communications center.

### **B. DISPATCHER'S OFFICE RADIO COMMUNICATIONS**

Franchisee dispatcher's office shall be equipped to receive "police calls." Priority shall be given to calls from SFPD or its communications center. In the event that multiple agency requests for services are received at the same proximate time, the Franchisee dispatcher shall assign response priority to the request of the most urgent nature based upon information the dispatcher has received. Franchisee tow units may be equipped to monitor "police calls" while acting within the course and scope of their designated responsibilities after obtaining a permit from the Chief of Police or his or her designee.

#### **1. Tow Trucks.**

- a. Franchisee shall maintain a minimum of two (2) with a minimum 19,500 Gross Vehicle Weight (GVW) manufacturer rated tow trucks with wheel

lift capabilities. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bare drum or one (1) wrap of cable with a minimum of one hundred feet (100') of cable. Wheel lifts shall be rated at a minimum of 4,000 pounds lift capacity.

Each such tow truck shall be equipped with a snatch block, dollies, one (1) ton floor jack and J/T hook chain assemblies.

Franchisee shall maintain a minimum of two (2) 19,500 – 26,000 GVW manufacturer rated car carrier. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bare drum or one (1) wrap of cable with a minimum of fifty feet (50') of cable.

- b. Official heavy-duty tow units will be requested by SFPD or its communication center when the vehicle to be towed possesses one or more of the following: three or more axles; a gross weight, laden or un-laden, in excess of 10,000 pounds; or a combination of commercial trailers. Franchisee may subcontract for heavy-duty tow services. The subcontractor shall meet the standards set forth in the Franchise Agreement.
- c. Franchisee shall equip and maintain all tow trucks and other vehicles owned by Franchisee in full compliance with the California Vehicle Code and the California Administrative Code, as the same now require and as they may from time to time be amended in the future, and the Service Provisions, and to obtain and pass an inspection by the California Highway Patrol, Motor Carrier Division for each tow truck.
- d. All trucks used in performing towing services under the Franchise Agreement shall conform to all requirements of the State of California Vehicle Code and shall comply with the following:
  - i. Truck bodies shall be painted and kept clean and in good repair, free of dents;
  - ii. The cab interior shall be kept clean;
  - iii. The tow truck bed shall be kept clean and equipment shall be properly mounted and maintained;
  - iv. Tail lamps, stop lamps and turn signal lamps with electrical extension cord shall be operable and shall be used on all towed vehicles; and,
  - v. Each tow vehicle shall carry the following equipment:

- (a) State approved air tank or air transfer system
- (b) Flashlight or portable light
- (c) Floor jack - 1-ton minimum capacity
- (d) Gasoline container – 2 ½ gallon minimum capacity
- (e) Lug wrench – 4-way and wrench for foreign cars
- (f) Water container – 3-gallon minimum capacity
- (g) Battery booster and cables
- (h) Axe
- (i) Sledge
- (j) Flares
- (k) Bolt cutters
- (l) Pry bar
- (m) 25 foot recovery chain
- (n) Trash can and absorbent.

#### **C. TOW TRUCK PARKING**

Franchisee shall at all times provide sufficient off-street parking spaces for the parking and storage of vehicles and other equipment used in the performance of the Franchise Agreement.

#### **D. TOW UNIT MARKINGS**

Each tow unit shall be marked as required by California Vehicle Code section 27907. Lettering shall be at least two and one-half (2 ½) inches, but not in excess of four (4) inches, in height. Tow units may be marked with an official seal of the City of San Fernando in a conspicuous place as reviewed and approved by the Chief of Police or his or her designee.

**EXHIBIT B**

**TOWING PROGRAM FRANCHISE FEE**

**BLACK & WHITE GARAGE, INC.  
QUARTERLY STATEMENT**

**CITY OF SAN FERNANDO TOWING PROGRAM**  
**FRANCHISE FEE QUARTERLY STATEMENT**

**BLACK & WHITE TOWING, INC.**

REPORTING PERIOD \_\_\_\_\_

FEE COMPUTATION

Based on Customers within City of San Fernando

1. TOTAL NUMBER OF VEHICLES TOWED THIS QUARTER \_\_\_\_\_
2. Franchise Fee (\$45.00 X line 1) \$ \_\_\_\_\_

---

**READ CAREFULLY BEFORE SIGNING**

I hereby certify under penalty of perjury under the laws of the State of California that the above information is correct and the fee calculations are true to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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## NOTICE INVITING BIDS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

### VEHICLE TOWING & SECURE STORAGE SERVICES

in strict accordance with the Specifications on file in the office of the CITY CLERK, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <http://www.ci.san-fernando.ca.us>.

One (1) original, unbound, signed in blue ink; three (3) printed and bound copies; and one (1) electronic copy (PDF) via CD or flash drive of the proposal must be submitted to the CITY CLERK at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:30 p.m. on Monday, October 21, 2019**. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: \_\_\_\_\_  
Elena Chavez, City Clerk

Published in **The San Fernando Sun** on **October 2, 2019**.



## **REQUEST FOR QUALIFICATIONS**

**For**

### **VEHICLE TOWING & SECURE STORAGE SERVICES**

**September 2019**

**City of San Fernando  
Police Department  
910 FIRST STREET  
SAN FERNANDO, CA 91340**

All Statement of Qualifications (SOQs) must be submitted in a sealed envelope and received by the City Clerk's Office at San Fernando City Hall on or before Monday, October 21, 2019 at 5:30 PM with the following notation:

**Statement of Qualifications for**

**Vehicle Towing & Secure**

**Storage Services**

**City of San Fernando**

**REQUEST FOR QUALIFICATIONS  
(RFQ)  
For  
VEHICLE TOWING & SECURE  
STORAGE SERVICES**

**Purpose and Request for Qualifications:**

The City of San Fernando ("City") is located in the San Fernando Valley region of Los Angeles County and spans 2.4 square miles. The City incorporated on August 31, 1911 and today is home to around 25,000 residents. San Fernando is a general law city operating under the City Manager form of government.

The City invites qualified vendors to submit proposals detailing their professional skills and qualifications in the field of vehicle towing and secure storage services. The selected franchise tow operator (Franchisee) will be responsible for providing immediate response and towing of vehicles when such service is called for by the San Fernando Police Department ("Police Department"). The towing services include, but are not limited to, towing of vehicles involved in accidents or disabled by other causes; removal of vehicles that impede the flow of traffic; impounding of vehicles for evidence; removal and storage of vehicles abandoned in public places or on private property; towing of police department and or other City vehicles from a wide geographical area; and for any other reason within the jurisdiction of the police department. In addition, the storage requirements include storing of vehicles that have been towed in a safe, efficient and protected manner for extended periods of time as required.

The selected Franchisee will enter into a formal operating agreement (the "Franchise") with the City. As part of the RFQ for Vehicle Towing and Secure Storage Services ("the RFQ"), City staff has developed specifications that take in to consideration, amongst other things, community's convenience, the City of San Fernando's needs, the police department's efficiency, and the towing service's responsiveness.

The Franchise awarded to the firm with the selected proposal will be for a five-year term. The agreement shall be for an initial period of five (5) years, with an option to extend (at the City's discretion) for five (5) additional years administratively.

**SOQ Submittal Requirements:**

This RFQ is intended to assess each Franchisee's general capabilities as they would apply to the City's needs and to evaluate specific responses to the expected scope of work. Each Franchisee

must address each of the following items in their response to this RFQ.

1. State the legal name of your firm, its address and telephone number.
2. Describe your firm's background and experience and the structure of your organization (i.e., individual, partnership, corporation, joint venture, etc.).
3. Describe the proposed General Manager's background and experience (where applicable).
4. Provide general contact information including the name of the proposed General Manager, the office from which he/she will work, address, phone, FAX and e-mail address.
5. Provide a minimum of one and a maximum of five references for similar contracts performed within the past five years paying particular attention to those in San Fernando and its vicinity. Include the address, current phone number, name and title of the person to be contacted.
6. Provide a list of public agencies (including the City of San Fernando) that required your firm to perform similar services during the preceding five years.
7. Describe your firm's approach to the scope of work.
8. Describe your firm's ability to perform the requested services as outlined in Section E of this RFQ.
9. Complete and provide the forms attached to this RFQ as Attachment A (Tow Listing Application), Attachment B (Civil Litigation History/Certification), Attachment C (False Claims Act Certification Form).

### **Format for Proposal Submittal:**

A complete qualifications package submittal shall consist of the following:

- (1) One original, unbound, signed in blue ink;
- (3) Three printed and bound copies;
- (1) One electronic copy (PDF) via CD or flash drive;

Each section should be separated by divider pages that are tabbed, colored or of heavier stock.

ALL sections must have a response in order for the submittal to be deemed valid.

All submittals must be received by the City Clerk's Office on or before Monday, October 21, 2019 at 5:30 PM. Any proposal received after the above due date will not be considered and will not be returned. No faxed submittals will be accepted.

The City does not recognize the US Postal Service, or any other organization, as its agent for purposes of accepting SOQs. All SOQs received after the deadline will be rejected and returned unopened.

No extensions will be granted. All SOQs will become the property of the City of San Fernando and will be made available for public inspection after an award is made or all SOQs are rejected.

Proposals must be prepared simply and economically, providing a straightforward and concise description of methodology and approach to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

The City reserves the right to reduce or revise elements of the scope of work, or to amend or modify the qualifications requirements and to reject any and all qualifications, or to solicit additional qualifications should qualifications be considered by the City to be inadequate or not cost effective relative to the services that are sought. In addition, The City reserves the right to withdraw the RFQ at any time without prior written notice or to extend the due date. No representation is made hereby that any contract will be awarded pursuant to the RFQ or otherwise.

The City shall not be held liable for any expenses that a company incurs in the preparation of the qualifications, nor should such expenses be included in or incorporated into the cost schedule proposed. The City reserves the right to interview any and all potential vendors to verify their knowledge and understanding of the scope of work to be proposed and the technical abilities for performing such an effort. The City reserves the right to conduct an on-site inspection without notice. Inspection team shall be granted access to facility including storage lots, dispatch center, evidence hold area, and other areas pertinent to the efficient operations of the business.

The City reserves the right to reject any and all Qualifications, to waive any informalities in any proposal, and to select the Proposal that best meets the City's needs. Responses must be submitted without conditions.

The City may elect to interview a short list of qualified proposers or to interview only the top two rated proposers based upon the proposal submitted for the project.

Specifications are provided to identify the service required and to establish an acceptable level of quality. The City will be the sole judge in determining comparable levels of service and quality in all offers.

Franchisee shall furnish all the information required and is expected to examine all specifications, instructions and the terms and conditions prior to submittal of offer.

Franchisee shall furnish the services in strict accordance with the specifications set forth for each item in the RFQ.

Franchisee agrees not to use the names and addresses of City of San Fernando employees for any purpose not directly related to, and necessary for providing tow services for the City.

News releases pertaining to agreements resulting from this RFQ shall not be made without written approval by the City of San Fernando City Manager.

Franchisee must be authorized to do business in California. Franchisee shall provide a copy of current business license issued by the City of San Fernando. All licenses and permits must be kept current.

This Agreement may be amended in writing by either party at any time by mutual consent.

Franchisee agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firms, or corporation furnishing or supplying work services materials or supplies in connection with the performance of services to the City and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged any Vendor in the performance of services to the City.

The City reserves the right to reject any and all Qualifications, to waive any informalities in any proposal, and to select the Proposal that best meets the City's needs. Qualifications will be considered only in their entirety. Late or incomplete Qualifications will not be considered, and the City reserves the right to determine the completeness of all Qualifications. The City's decision shall not be decided on the basis of any single factor listed above but on the basis of the City Council's independent determination as to which proposal provides optimal combination of beneficial factors. The City reserves the right to negotiate the specific requirements and cost using the selected proposal as a basis.

Except as set forth above, responses to inquiries or comments provided by any department, employee, or City office concerning this RFQ shall not be valid, the City shall not be bound by such responses or comments. The selection process includes a review of the required forms and a facility inspection.

## **Submittal Contents:**

### **A. Cover Letter**

A letter of introduction signed by a business /corporate officer authorized to bind the company to all commitments made in the proposal. The letter shall confirm that the company has a full

understanding of the conditions and requirements stated in the RFQ, and that the company will comply with the criteria identified in this RFQ in addition to demonstrating the ability to comply with all of the provisions listed under section E, titled, "Provisions."

## **B. Qualifications and Experience**

1. List the company name and indicate if it is a Corporation, partnership or joint venture; addresses for both corporate and local officers; first and last name of officers or partners and the date the local office opened its doors for business.
2. List all business names under which you operate a towing service in California and how many years that business has operated under that name.
3. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.
4. Provide a list of current and previous contracts similar to the requirements for the City. Indicate all public agency service and provide a brief description and scope of work, length of time you have been providing services and the name, title and phone number of the person who may be contacted regarding your service record.
5. Submit a description of the tow company including qualifications, experience and abilities that make it fully capable to provide services under this agreement.

## **C. Method of Approach**

1. Describe how the company proposes to meet the requirements of this agreement including response time, business office and storage yard location, 24-hour availability and reporting requirements.
2. List names, titles, responsibilities and telephone numbers of persons to be contacted at any hour in the case of emergency.
3. Describe in detail your policies and procedures for the following:
  - a. Release of vehicles under this agreement.
  - b. Allowing access to vehicles by owners and allowing;
    - \* The owner to cover or take other protective measures,
    - \* The owner to remove personal effects or other articles from the interior of the vehicle,
    - \* An authorized non-owner to photograph or take note of the condition of the vehicle.



- c. Determining if the vehicle was damaged or stolen while in Franchisee's custody and making restitution to owner if so determined.
  - d. Determining whether or not private property was damaged in the course of Franchisee's duties and making restitution to the owner or restoring the property if so determined.
  - e. Informing a vehicle owner that a vehicle is in Franchisee's possession and the location and condition of the vehicle.
  - f. Receiving and resolving complaints from the public.
- 4. State the methods of payment the Franchisee will accept from vehicle owners.
  - 5. Provide a detailed description of record keeping tools and methods.

#### **D. Facilities and Equipment**

- 1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services.
- 2. Describe the equipment method to be used in the dispatching of tow vehicles.
- 3. Provide a detailed description of the facilities including storage lots and business offices including location.
- 4. Provide a detailed description of facility security.

#### **E. Provisions:**

##### **General Provisions (Sections A-Z)**

###### **A. Services To Be Performed:**

The Franchisee shall furnish towing and storage services for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by the San Fernando Police Department (SFPD). Towing services shall include, but not be limited to, removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for criminalistics and/or

evidentiary purposes as directed by SFPD personnel, other impoundment of vehicles as directed by SFPD, and necessary services to heavy duty vehicles on the highways.

#### B. Conduct:

The Franchisee shall conduct business in an ethical, lawful and orderly manner so as to maintain the confidence of the community. While Franchisee is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and the inherent potential for conflict in vehicle removal and storage, Franchisee and its employees must maintain a fair, impartial, and reasonable attitude, and perform its duties in a courteous manner. Statements and actions of the Franchisee and its employees must be the result of considered judgment and absent of personal opinion or bias.

The Franchisee, when notified by the Chief of Police or his or her designee of any complaint of discourtesy by the Franchisee's employee(s), shall investigate and respond in writing to the Chief of Police or his or her designee within ten (10) calendar days of receipt of notification of the complaint. Franchisee's response shall include the results of its investigation and, if the complaint is found to be true, what measures the Franchisee took to address said complaint and prevent future complaints on the same issue.

#### C. Regulation:

The Franchisee shall comply with all applicable, Federal, State and local laws, ordinances, rules and regulations, shall make all reports required by the State of California Vehicle Code, and shall follow all rules or regulations which the Police Department may prescribe governing the conduct of Franchisee's operations under the Franchise Agreement.

#### D. Cooperation:

Tow unit operators shall abide by the lawful decisions of all peace officers and law enforcement employees of the City of San Fernando and shall cooperate in removing and/or in impounding vehicles.

#### E. Supervision:

The Franchisee shall comply with all reasonable regulations imposed by the City on the Franchisee's performance pursuant to the Franchise Agreement. The Franchisee shall further make all records, equipment and storage facilities related to Franchisee's performance under the Franchise Agreement available for periodic inspection by the Chief of Police or his or her designee to determine if all are in compliance with the rules and regulations of the City.

#### F. Priority and Response Time:

The Franchisee shall furnish such services as requested by the Police Department and noted in the Franchise Agreement at any time during the day or night and shall:

1. Give priority to City calls when requested;
2. Maintain sufficient personnel and equipment to provide for a maximum response time of fifteen (15) minutes, except as otherwise provided herein;
3. Notify the Police Department upon receipt of request for tow when a tow unit cannot respond immediately and give an estimated time of arrival;
4. If the Franchisee is unable to respond within the maximum response time and/or there is a potential public safety issue determined by the Police Department at the site of the incident that requires immediate removal and/or relocation of a vehicle(s), then the Franchisee's identified subcontractor will be contacted by the Franchisee to immediately assist the Police Department and ensure the subject vehicle(s) removal and/or relocation; and
5. The Franchisee shall provide immediate response whenever requested to respond to the scene where a child is locked in a car or other emergency of such type.

#### G. Administration:

The Police Department shall administer the Franchise Agreement on behalf of the City and the Franchisee shall abide by the directions and decisions of Police Department personnel at the scene of a call.

#### H. Settlement of Disputes:

Should there be any dispute between the Franchisee and owner of the vehicle over charges made for services rendered under the Franchise Agreement, such dispute shall be decided by the Chief of Police or his or her designee and the Franchisee shall make no demands upon the owner of the vehicle for a sum in excess of the amount determined to be reasonable by the Chief of Police or his or her designee. The Chief of Police or his or her designee may hold an administrative hearing if any party to the dispute so requests.

#### I. City not Liable:

Neither the City nor the Police Department shall be responsible to the Franchisee for payment of towing, removal, or storage charges. The Franchisee shall look to the owner of the vehicle for payment of applicable fees.

#### J. Reports to be made to the City:

The Franchisee shall provide the Police Department on the fifteenth (15th) day of each month with a written list of all vehicles removed or impounded during the past month pursuant to the Franchise Agreement. This list shall include vehicle owner's name and address (if known), vehicle make, license and motor number, and Police DR Number. The Franchisee shall also provide at the same time, a list of all vehicles currently on the Franchisee's premises that were removed from a traffic accident site handled by the Police Department. This list shall also include vehicle license number, date of storage, reason for storage, and Police DR Number, if applicable. An explanation of each tow requiring an excess of one hour shall be provided. The report shall also contain a list of the tow unit operators that were employed by the Franchisee during any period of that reporting month, the list shall contain the tow unit operator's name, operator's license number, classification, and its expiration date.

Franchisee or his/her designee shall sign the monthly report.

Franchisee shall notify the Chief of Police or his or her designee in writing of any sale or disposal of a formerly stored vehicle or vehicle part to an individual known to the Franchisee designee or his employees as a City employee.

#### K. Insurance and Indemnity Requirements:

1. Insurance: The Franchisee shall produce and maintain for the duration of the Franchise Agreement the insurance as required in this section. Franchisee shall not commence work under this Agreement until proof of all required insurance has been provided to and accepted by the City. The Franchisee shall file with the Chief of Police a policy or duly authorized certificate of public liability insurance insuring the City of San Fernando, its officers, agents and employees, against liability. Franchisee shall maintain limits no less than:
  - a. Workers' Compensation Insurance: as required by the State of California, and Franchisee's liability insurance, with limits not less than \$1,000,000 each accident. The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the Franchisee under this Agreement.
  - b. Garage Liability Insurance: at least as broad as Insurance Services Office (ISO) occurrence Form CA 00 05 with Broadened Coverage - Garage Endorsement

(CA 25 14). Such insurance shall include coverage for liability arising out of garage operations with limits not less than \$1,000,000 each accident and \$2,000,000 in aggregate, and automobile liability coverage for owned, hired and non-owned automobiles with limits not less than \$1,000,000 each accident. The insurance shall also include Garagekeepers Liability coverage for each location the Franchisee may utilize to provide service under this contract with limits of not less than \$1,000,000 per location.

- c. As an alternative to the requirements in paragraph b above, Franchisee may provide a combination of Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01), including coverage for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations and contractual liability (including without limitations indemnity obligations under the Contract) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, code 1 (any auto, owned, hired and non-owned automobiles or other licensed vehicles) with limits of \$1,000,000 per accident for bodily injury and property damage. The insurance shall also include Garagekeepers Liability coverage for each location the Franchisee may utilize to provide service under this contract with limits of not less than \$1,000,000 per location.
- d. On Hook Physical Damage Liability Insurance with limits not less than \$500,000 per vehicle.
- e. Deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the Franchisee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- f. Other insurance provisions: The policies are to contain, or be endorsed to contain, the following provisions:
  - 1. The Commercial General Liability policy shall be endorsed to provide that the City of San Fernando, its officers, officials, employees, and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Franchisee under the Franchise Agreement. Proof of this coverage must be in the form of an additional insured endorsement to the Franchisee's insurance using ISO CG 20 10 11 85 or its equivalent

language. If coverage is provided in the form of a Garage Liability Policy, such policy shall be endorsed to include equivalent additional insured status to the City of San Fernando, its officers, officials, employees and volunteers.

2. For any claims related to this project, the Franchisee's insurance coverage shall be primary insurance as respects the City of San Fernando, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Franchisee's insurance and shall not contribute with it.
  3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, reduced in coverage or in limits, or cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of San Fernando.
- g. Subcontractors: Franchisee shall include all subcontractors as insured under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this RFQ and the Franchise Agreement.
- h. Verification of Coverage
1. Franchisee shall furnish the City with original certificates and endorsements, including amendatory endorsements, effecting coverage required herein. All certificates and endorsements must be received and approved by the City of San Fernando before work commences under the Franchise Agreement. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements required by these specifications at any time during the term of this contract. Neither the failure of the Franchisee to supply required proof of coverage, nor the failure of the City to approve same shall alter or invalidate the provisions of this contract.
  2. The Franchisee shall submit evidence of appropriate replacement or renewal coverage for all required insurance that expires or is cancelled during the term of the Contract. Such evidence shall be provided to the City no later than 15 calendar days prior to the expiration or termination of coverage. If operator fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Franchisee shall be withheld until City receives required evidence that coverage has been restored.

- i. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.
- j. All policies required pursuant to this section shall be submitted to the San Fernando City Attorney for approval as to form.

2. Indemnification:

- a. Franchisee agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents and employees ("Indemnities"), at Franchisee's sole expense, from and against any and all loss, liability, penalties, forfeitures, claims, actions, suits or other legal proceedings of any kind asserted against the City, its elected officials, officers, agents, and employees arising out of the performance of Franchisee, its employees, representatives, agents, and sub operators under this agreement, excepting only such claims or actions which may arise out of sole or active negligence of the City, its elected officials, officers, agents and employees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Franchisee, its employees, and/or authorized sub operators, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by the Franchisee, its employees, and/or authorized sub operators are specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Franchisee's proposal, which shall be of no force and effect.
- b. The Franchisee's obligation to defend, hold harmless, and indemnify shall not be excused because of the Franchisee's inability to evaluate liability or because the Franchisee evaluates liability and determines that the Franchisee is not liable to the claimant. The Franchisee must respond within thirty (30) days to the tender of a claim for defense and indemnity by the City, unless this time has been extended by the City. If the Franchisee fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Franchisee by virtue of the Franchise Agreement as shall reasonably be considered necessary by the City may be retained by the City until final disposition has been made or the claim or suit for damages, or until the Franchisee accepts or rejects the tender of defense, whichever occurs first.
- c. With respect to third party claims against the Franchisee, the Franchisee waives any and all rights of any type to express or implied indemnity against the Indemnities.

- d. **Separate Counsel:** The City may elect to have separate legal counsel from Franchisee at any time at its sole discretion, and in such case Franchisee will pay one-half (1/2) of all fees and costs and charges for such separate legal counsel.
- e. **Subcontractors:** The Franchisee shall require all subcontractors to enter into an Agreement containing the provisions set forth in Section K of this RFQ in which Agreement the subcontractor fully indemnifies the City in accordance with this RFQ and the Franchise Agreement.
- f. **Exception:** Notwithstanding Subsections K(2)(a)-(b) above, Franchisee's obligation to indemnify, hold harmless and defend the City, its officers and employees shall not extend to any loss, liability penalty, claim, damage, action or suit arising or resulting solely from acts or omissions constituting willful misconduct or sole negligence on the part of the City, its officers or employees.
- g. **Damage by Franchisee:** If Franchisee's employees or subcontractors cause any injury, damage or loss to City property, including by not limited to City streets or curbs, Franchisee shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the City to be indemnified by Franchisee for any such injury, damage or loss. With the prior written approval of City, Franchisee may repair the damage at Franchisee's sole cost and expense.
- h. **Tort Claims Act:** This RFQ and the Franchise Agreement shall in no way act to abrogate or waive any immunities available to the City under the Tort Claims Act of the State of California.

#### L. Franchisee's Records, ETC. Open to Inspection:

All records, equipment, and storage facilities shall be open to periodic inspection by the Police Department personnel or its designated representative. Any deficiencies shall be corrected as soon as practicable upon request of the Police Department.

#### M. Impound Reports:

A Franchisee tow unit operator shall sign and complete the necessary portions of the impounding employee's Impound Report. The impounding employee shall retain the original copy of the Impound Report. Franchisee shall retain a copy of the Impound Report for two years. The garage's copy of the Impound Report shall be used to record the vehicle release information in the appropriate space provided in the Impound Report.



## N. Notifications:

The Franchisee's employees while acting within the course of their employment shall cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action by law enforcement personnel. The Franchisee shall notify the Police Department in writing on a weekly basis of the following:

1. All vehicles originally impounded by a public agency but that have remained in storage beyond seven calendar days.
2. All vehicles originally impounded with a criminalistics/evidentiary hold, but that have remained in storage with a hold beyond seven calendar days, Franchisee shall notify SFPD on a weekly basis of all vehicles sold during the preceding week in accordance with statutorily established lien procedures.

## O. Storage:

Storage shall commence at the time the vehicle arrives at the Franchisee's storage facility. Charges for vehicle storage shall be based on a daily rate. The daily rate extends from midnight to midnight of the following day.

Exceptions:

1. When a release request is made within the first "hour of storage", the storage fee shall be waived.
2. Per SB 887 (1992, Lockyer), when a release request is made within 24 hours, only one days storage shall be charged regardless of the calendar date.
3. When a release request is made between 7 p.m., and 12 a.m., (midnight), one day's storage fee shall be waived providing such release occurs within the mandatory release hours (7 a.m., to 7 p.m.,) of the following day.

## P. Lien on Stored Vehicles:

The Police Department personnel who is requesting the impound shall be responsible for establishing that "probable cause" exists to impound the vehicle in question. When "probable cause" is lost prior to a vehicle being removed to a Franchisee facility, no lien shall be attached and no fee shall be charged for the field release of a vehicle to a properly interested person.

#### Q. Disputes and Injuries:

The Chief of Police or his or her designee has the authority to settle all disputes arising from actions by the Franchisee. The decision of the Chief of Police or his or her designee shall be binding on all parties involved. Inquiries pertaining to the conduct, practices, and regulation of the Franchisee may be referred to the City of San Fernando Police Department, 910 First Street, San Fernando, California, 91340; (818) 898-1267.

#### R. City Vehicles:

The Franchisee shall provide, at no cost to the City, routine roadside service including, but not limited to, towing service, to all vehicles owned by the City of San Fernando up to and including one (1) ton rated vehicles at the request of the Chief of Police or his or her designee whenever such vehicles require such service within the City of San Fernando or within five (5) road miles of the corporate limits of the City.

#### S. Traffic Accident Scene Cleanup:

At the request of the Police Department, the Franchisee shall dispatch a tow unit to the scene of a traffic accident and shall remove all glass and debris deposited upon the roadway.

#### T. Fax Machine:

The Franchisee shall maintain a fax machine or similar transmittal device at all times during the term of the Franchise Agreement.

#### U. Toxic Materials:

City will not knowingly require the Franchisee to pick up, store or dispose of any toxic or hazardous materials, except for those normal fluids associated with motor vehicles.

#### V. Cost to City:

Unless otherwise provided in the Franchise Agreement, any towing and storage expenses for which the City is financially responsible pursuant to the Franchise Agreement, including towing or storage of city-owned vehicles, shall be billed to the City at no more than 50% of the rate authorized by the Franchise Agreement.

## W. Collection of Fees:

The Franchisee shall collect all fees imposed by the City upon vehicles that the City causes to be towed, stored, or impounded. This money shall be paid to the City on a monthly basis.

## X. Permits and Certificates:

The Franchisee shall secure and maintain any licenses, permits, or certificates required by Federal, State and local law. The Franchisee shall secure and maintain such City business license as required by San Fernando City Code. In addition, the Franchisee shall keep informed of and comply with the requirements of all Federal, State, county and municipal laws, ordinances, and regulations applicable to the work performed under the Franchise Agreement.

## Y. Background Investigation and Fee Required:

Prior to the award of the Franchise Agreement, the Police Department shall conduct or have conducted a background investigation of the business, its principals, and its tow truck drivers. The cost associated with the fingerprinting process of the background investigation is the responsibility of the Franchisee. The Franchisee awarded the Franchise Agreement shall be responsible to notify the Police Department whenever a new driver is assigned to tow requests from the Police Department. All new tow drivers shall be subject to background investigation.

## Z. Franchise Fees:

The Franchisee shall pay to the City on a quarterly basis the Franchise Fee authorized by City Council, pursuant to San Fernando City Code Section 90-911 and all resolutions authorized thereby. Pursuant to Resolution No. 7302, adopted by the City Council on March 30, 2009, the Franchise Fee in effect as of the date of this RFQ is \$45.00 per vehicle towed.

The Franchise Fee payment of \$45.00 per vehicle towed shall be paid on a quarterly basis and received no later than April 15, July 15, October 15, and January 15 of each year. Failure to make Franchise Fee and business license tax payments may be cause for termination of the Franchise Agreement.

## **Staffing Provisions (Sections A-D):**

### **A. Sufficient Personnel:**

The Franchisee shall have sufficient personnel on duty at all times to:

1. Receive calls from the Police Department communications center;
2. Dispatch tow units;
3. Provide security at all storage sites; and,
4. Provide such services as may be required under the Franchise Agreement

### **B. Dispatcher:**

A dispatcher shall be on duty in the Franchisee's office seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from Police Department and its communications center, dispatch tow units, provide security for stored vehicles, and perform such other tow related services as may be required by the Chief of Police or his or her designee. A dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 7 p.m. and 7 a.m. Any vehicle impounded in connection with a special event, as designated by the Chief of Police or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event, regardless of the time of day the special event concludes. A dispatcher and/or other Franchisee employees providing service to the public shall wear a nametag/badge with their name and/or have their first name conspicuously imprinted on their uniform. The Franchisee shall be responsible to provide the nametag. This is required at the time of submittal to this RFQ.

### **C. Timekeeping and Delays:**

The Franchisee shall record the following times pertaining to law enforcement and City agency tow service request by means of a time clock:

1. The time that the request for tow service is received;

2. Time that a tow unit is assigned the call for service and given the location of the requested service;
3. The time that a tow unit arrives at the location of requested service; and,
4. The time that a tow unit returns to Franchisee Facility with the vehicle.

The Franchisee shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all Police Department personnel, other law enforcement agencies, and City departments that rely upon it for tow service. Within ten (10) minutes of the receipt of a request for tow service from the Police Department or its communications center, an available, unassigned tow unit and operator shall be dispatched and shall immediately proceed to the location of the requested service. The Franchisee shall advise the communications center when a tow unit cannot be dispatched within ten (10) minutes and shall give the reason why the tow unit cannot be dispatched and an estimated time of dispatch. Once dispatched, a tow unit operator shall respond to an assigned call by the most direct and expeditious route.

**EXCEPTION:** Orders to remove abated vehicles or vehicle parts from private property shall be executed by the ordered Franchisee within forty-eight (48) hours of receiving such notification.

#### D. Operators:

The Franchisee shall employ no person as a tow unit operator until he or she possesses the appropriate class of California driver's license and medical certificate, if required, for the type of tow unit being operated. Tow unit operators shall wear a uniform approved by the Chief of Police or his or her designee whenever they are performing services in response to a call from the City of San Fernando. A nametag/badge identifying the operator by first name shall be worn on the operator's outer most shirt or jacket.

### **Towing Provisions (Sections A-C):**

#### A. Place to Which Vehicles Shall be Towed:

Any vehicle towed pursuant to the Franchise Agreement shall be taken to such place as the owner or driver of the vehicle directs. When impounded by the Police Department it shall be taken to the storage lot designated by the Police Department. If neither the owner nor the driver nor the Police Department specifies a destination, is unable to do so, or is not at the scene of removal, the Franchisee shall tow the vehicle to Franchisee's Primary Storage Facility. In no case

shall Franchisee use coercion or pressure of any kind upon the owner or driver of a vehicle to have the vehicle towed to Franchisee's own storage yard or garage.

#### **B. Evidence to be Safeguarded:**

The Franchisee shall take all reasonable precautions required by the Police Department to avoid damage to any evidence or impounded vehicles such as fingerprints or stains. Vehicles taken into custody that involve such evidence shall be stored in the Investigative Hold Area, as defined hereinafter, and shall be secured from access by unauthorized persons. Vehicles stored for prints shall be protected from dust and dirt or deterioration of evidence by the sun or other elements.

#### **C. Removal Charges:**

Vehicles shall be taken to any place the owner or driver of the vehicle directs, within five road miles of the location of the vehicle, with the fee for such to be established in conjunction with the posted towing rates of the Franchisee. Charges for towing beyond five miles shall be based on an hourly rate for time actually consumed. Removal charges commence at the time a tow unit actually proceeds to a call for service and terminate at the time the tow unit returns to the Primary Storage Facility. The first hour or fraction thereof shall be at the rate specified by the Chief of Police or his or her designee and at half of that hourly rate for each additional half hour or fraction thereof over the first hour.

### **Storage Provisions (Sections A-K):**

The Franchisee shall provide a total storage capability of not less than 65 vehicles including five (5) vehicles within an enclosed investigative hold area. Based on future needs of the SFPD, the Franchisee shall ensure that they are able to expand total storage capability to 85 vehicles including the five (5) vehicles within an enclosed investigative hold area. The increased vehicle storage capacity can be addressed entirely on a Primary Storage Lot or through the use of Primary Storage Lot and a Secondary Storage Lot. This is required at the time of submittal to this RFQ.

#### **A. Primary Storage Lot:**

The Franchisee shall at all times provide and maintain a Primary Storage Facility with a minimum storage capacity of 65 vehicles including an investigative hold area for five (5) vehicles dedicated to the storage of vehicles from the Police Department pursuant to the Franchise Agreement. The Primary Storage Facility shall be no more than five (5) miles

from the San Fernando Police Department's office building. This required at the time of submittal to this RFQ.

The storage lot, or Primary Storage Facility if more than one such lot is maintained, shall be:

1. Immediately adjacent to or contain office facilities.
2. Adequate in size to accommodate all:
  - a. "Hold" vehicles;
  - b. Late model vehicles;
  - c. Specially equipped vehicles; and
  - d. Vehicles to be released immediately to owners.
3. Entirely surfaced with either concrete or asphalt material.
4. Free of holes or areas that are decomposed or broken.
5. Clean and free of litter, debris, or weeds.
6. Include on-site lighting that provides easy visibility to all areas of the lot while eliminating spill over onto neighboring properties.
7. Sized and dimensioned to afford safe access to all vehicles.

#### B. Investigative Hold Area And Vehicles:

The Franchisee shall maintain an area at its Primary Storage Facility for vehicles held for criminalistics and/or evidentiary examinations, which has a minimum vehicle storage capacity of five (5) vehicles. This is required at the time of submittal of this RFQ. This Investigation Hold Area shall:

1. Have a fully enclosed structure and be capable of providing protection from the natural elements.
2. Be fenced and gated (so as to prohibit entry by unauthorized persons as prescribed by the Chief of Police or his or her designee) with remote access controlled by the Franchisee dispatcher.

3. All entries shall be documented to identify the vehicle seen, the person entering, and the date and time the person entered the Investigative Hold Area.
4. The Investigative Hold Area's storage capacity shall be capable of holding ten (10) vehicles at any one time.
5. The only persons authorized to enter an Investigative Hold Area are the Franchisee employees and concerned law enforcement employees.
6. Garage employees shall not remove property from vehicles being held for criminalistics and/or evidentiary purposes.
7. Vehicles stored in an Investigative Hold Area shall not be removed from the area until authorized by the responsible Police Department personnel/investigator.
8. Once an investigative hold has been released on a vehicle it shall be immediately removed from the Investigative Hold Area.
9. The date and time of removal and the removing employee's identity shall be recorded on the Franchisee records.

Vehicles being held for Vehicle Code (VC) 22651 (O) (No Current Registration); VC 22651 (P) (Unlicensed Driver); VC 22651 (i) Unpaid Parking Citations); or VC 10751 (Altered Identification Number) (hereafter referred to as "statutory holds") need not be stored in the Investigative Hold Area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistics or evidentiary examinations. Garage employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Area Vehicle Coordinator.

### C. Secondary Storage Lots:

All Secondary Storage Facilities proposed by the Franchisee shall be inspected and approved by the Chief of Police or his or her designee prior to use. A Secondary Storage Facility is a designated location used by the Franchisee as a yard or lot for the temporary storage of impounded vehicles. All Secondary Storage Facilities shall be within five (5) miles of Franchisee's Primary Storage Facility. All Secondary Storage Facilities must be fenced for maximum security and lighted during the hours of darkness to afford illumination of all stored vehicles. Secondary Storage Facilities shall only be used to store vehicles with appraised values under one thousand dollars (\$1000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles with appraised values over one thousand dollars (\$1000.00) with the prior written approval of the Chief of Police or his or her designee, but in



such cases, an attendant must be on duty at the facility for security. The location where vehicles are stored within a Secondary Storage Facility shall be accurately recorded on the garage's impound records. This is required at the time of submittal of this RFQ.

#### D. Storage of Vehicles:

All vehicles towed or stored by the Franchisee under the Franchise Agreement shall be kept within the Primary or Secondary Storage Lot when under direct supervision. At no time shall such vehicles be parked or stored or left standing on any public street or alley. Undamaged vehicles shall be segregated from wrecked or junk vehicles and shall be kept in the primary lot. All vehicles shall be systematically parked and sufficiently separated to preclude the probability of damage. Unobstructed access shall be provided to all stored vehicles. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at all Secondary Storage Facilities to prevent the loss or theft of personal property or vehicle parts. Secondary Storage Facilities shall provide safe access to all stored vehicles and shall be kept clean and free of litter, debris, and weeds. Lighting of such lots shall be adequate to ensure required security of stored vehicles and eliminate light spill over onto neighboring properties. The Franchisee shall provide security to all primary and secondary storage facilities sufficient to reasonably preclude theft or damage to stored vehicles and as hereinafter provided.

#### E. Enclosure of Storage Areas:

Unless otherwise provided by applicable city regulations, all outdoor areas used for storage shall be enclosed with a solid wall, chain link or wrought iron style fence at least six (6) feet in height, having a gate or door of adequate width and equivalent height. The fence shall be covered from public view. The bottom edge of any such fence or wall, including all gates or doors, shall be maintained in such a manner as to prevent unauthorized entry. All wall or fence enclosures shall be maintained in good condition throughout the term of the Franchise Agreement; any damage shall be repaired promptly within twenty-four (24) hours of notice of such damage. This is required at the time of submittal to this RFQ.

#### F. Office:

The office space at the Primary and Secondary Storage Facilities shall be neat in appearance, clean and painted. A waiting area shall be provided for customers with adequate restroom and other facilities for the customers' comfort. This is required at the time of submittal to this RFQ.

#### G. Responsibility for Vehicle, Accessories, and Personal Property:

The Franchisee shall be responsible for vehicles and accessories while in Franchisee's possession. The Franchisee shall also be responsible for personal property left in the vehicle at the time possession of that vehicle is taken. All property left in a vehicle should be listed on the California Highway Patrol 180 form. No articles shall be removed without first obtaining written authorization from a Police Department officer. Any articles removed for any reason shall be noted by the authorizing Police Department officer. The Franchisee shall maintain a record of the identity of all persons who have entered a stored vehicle for the purpose of accessing unattached personal property. The record shall also include the date of entry and a description of any property removed. Unattached personal property may be removed for safekeeping by garage employees, but only from available for release and statutorily held vehicles. When the Franchisee's personnel removes unattached personal property for safekeeping from a vehicle, the following shall occur:

1. Record a description of the removed property on the corresponding copy of a garage impound report.
2. Implement controls to inform Franchisee's office personnel responding to public inquiries that personal property has been removed from a vehicle.
3. Cause the property to be individually packaged and identified.
4. Provide a secure location for the storage of the property to preclude loss, theft or damage.
5. Inform properly interested persons that property has been removed and how they may obtain possession of that property.

#### H. Protection and Handling of Vehicles:

It is the responsibility of the Franchisee to protect all vehicles, vehicle parts and/or attached accessories impounded by peace officers or City law enforcement personnel until such time the vehicles have either been released to properly interested persons or have been disposed of through legal process.

Vehicle parts and/or attached accessories shall not be removed from an impounded vehicle with a criminalistics/evidentiary hold on the vehicle without the prior approval of the concerned law enforcement personnel. The Franchisee's garage employees from other impounded vehicles may remove vehicle parts and/or attached accessories for safekeeping. When the Franchisee's employee removes vehicle parts and/or attached accessories for safekeeping from a vehicle it shall:

1. Record a description of the removed vehicle parts and/or attached accessories on the corresponding copy of the garage impound report.

2. Implement controls to inform the Franchisee's office personnel responding to public inquiries that vehicle parts and/or attached accessories have been removed from a vehicle.
3. Cause the vehicle parts and/or attached accessories to be individually packaged and identified.
4. Provide a secure location for the storage of the vehicle parts and/or attached accessories to preclude loss, theft or damage.
5. Inform properly interested persons that parts and/or attached accessories have been removed and how they may obtain possession of that property.

The release of impounded vehicles that are available for release shall be the responsibility of the Franchisee. Criminalistics/evidentiary or statutorily held vehicles shall not be available for release until Police Department personnel has given written authorization to the Franchisee.

The Franchisee, at its Primary Storage Facility, shall prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures and the required documentation necessary for properly interested persons to obtain possession or remove unattached personal property from a stored vehicle and/or to view or photograph a stored vehicle within twenty-four (24) hours of making such a request.

Vehicle inventories, when conducted by Franchisee employees, shall only be conducted within the confines of a storage facility and in the presence of a witnessing employee.

#### I. Release of Vehicles:

A Franchisee dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 7 p.m. and 7 a.m. Any vehicle impounded in connection with a special event, as designated by the Chief of Police or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event. For the purposes of this provision, "special event" shall include DUI checkpoints, parades, et cetera.

#### J. Regulation:

The Franchisee shall comply with all Federal, State and local laws, ordinances, rules and regulations and shall make all reports required by the State of California Vehicle Code and shall follow all reasonable rules or regulations that the SFPD may, from time to time, prescribe governing the conduct of the Franchisee's operations under the Franchise Agreement.

## K. Authorized Rates and Charges:

The Franchisee may submit to the Chief of Police a written request for a change of rates. All requests for rate adjustment shall set forth the Franchisee's current rate charges and the proposed charges. Verifiable profit or loss information may be required prior to any rate adjustment. Rates and charges shall not exceed those established by the City of Los Angeles Police Commission for its Official Police Tow Garages as such rates shall from time to time be amended and or what is allowed by State law. If the City of San Fernando, in its sole discretion, decides to amend the rates for towing and storage of vehicles to a different rate schedule than the one employed by the City of Los Angeles, it shall give the Franchisee written notice of its intention to adopt an amended schedule and negotiate with the Franchisee for a period of no less than 60 days before a new schedule is enacted.

Except as provided by the approved rate schedule, no additional charges shall be made for special equipment or service necessary to prepare vehicles for removal.

All bills shall be itemized.

## Vehicle and Equipment Provisions (Sections A-D):

### A. Tow Units Radio Equipment:

The Franchisee may equip tow units and facilities with radio equipment capable of receiving police calls, police frequency and/or local government frequencies. On those trucks that primarily operate after normal business hours, the Franchisee may also have transmitting capabilities on local government frequencies for emergency contact with the Police Department communications center, if approved by the COP or his or her designee.

### B. Dispatcher's Office Radio Communications:

The Franchisee dispatcher's office shall be equipped to receive police radio calls. Priority shall be given to calls from the Police Department or its communications center. In the event that multiple agency requests for services are received at the same proximate time, the Franchisee dispatcher shall assign response priority to the request of the most urgent nature based upon information the dispatcher has received from the agencies. The Franchisee tow units may be equipped to monitor police radio calls while acting within the course and scope of their designated responsibilities after obtaining a permit from the Chief of Police or his or her designee.

#### 1. Tow Trucks.

- a. The Franchisee shall have a minimum of two (2) tow trucks with a minimum 19,500 Gross Vehicle Weight (GVW) manufacturer rating with a minimum wheel lift capacity rated at a minimum 4,000 pounds. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bare drum or one (1) wrap of cable with a minimum of one hundred feet (100') of cable.

Each such tow truck shall be equipped with a snatch block, dollies, one (1) ton floor jack and J/T hook chain assemblies.

The Franchisee shall have and maintain a minimum of two (2) 19,500 – 26,000 GVW manufacturer rated car carrier. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bare drum or one (1) wrap of cable with a minimum of fifty feet (50') of cable.

- b. Official heavy-duty tow units will be requested by the Police Department or its communication center when the vehicle to be towed possesses one or more of the following: three or more axles; a gross weight, laden or un-laden, in excess of 10,000 pounds; or a combination of commercial trailers. The Franchisee may subcontract for heavy-duty tow services. The subcontractor shall meet the standards set forth in the Franchise Agreement.
- c. All trucks used in performing towing services under the Franchise Agreement shall conform to all requirements of the State of California Vehicle Code and shall comply with the following:
  - 1) Truck bodies shall be painted and kept clean and in good repair, free of dents;
  - 2) The cab interior shall be kept clean;
  - 3) The tow truck bed shall be kept clean and equipment shall be properly mounted and maintained;
  - 4) Tail lamps, stop lamps and turn signal lamps with electrical extension cord shall be operable and shall be used on all towed vehicles; and,
  - 5) Each tow vehicle shall carry the following equipment:
    - (a) State approved air tank or air transfer system
    - (b) Flashlight or portable light

- (c) Floor jack - 1-ton minimum capacity
- (d) Gasoline container – 2 ½ gallon minimum capacity
- (e) Lug wrench – 4-way and wrench for foreign cars
- (f) Water container – 3-gallon minimum capacity
- (g) Battery booster and cables
- (h) Axe
- (i) Sledge
- (j) Flares
- (k) Bolt cutters
- (l) Pry bar
- (m) 25 foot recovery chain
- (n) Trash can and absorbent.

This section, Vehicle & Equipment Provisions A-D, are required at the time of submittal to this RFQ.

#### C. Tow Truck Parking:

The Franchisee shall at all times provide sufficient off-street parking spaces for the parking and storage of vehicles and other equipment used in the performance of the Franchise Agreement.

#### D. TOW UNIT MARKINGS:

Each tow unit shall be marked as required by California Vehicle Section 27907. Lettering shall be at least two and one-half (2 ½) inches, but not in excess of four (4) inches in height. Tow units may be marked with an official seal of the City of San Fernando in a conspicuous place as reviewed and approved by the Chief of Police or his or her designee.

**Inquiries:**

Specific questions shall be requested in writing and responses will be formulated and forwarded to all prospective vendors via email by the stated dates in the RFQ schedule. No phone questions will be accepted. All written questions regarding this RFQ should be directed to:

Lt. Nichole Hanchett, San Fernando Police Department  
910 First Street  
San Fernando CA 91340  
[nhanchett@sfcity.org](mailto:nhanchett@sfcity.org)

**Evaluation of Qualifications:**

Each proposal must provide detailed information sufficient to evaluate the Franchisee's capability regarding each of the following factors:

1. The ability, capacity, experience and skill to perform under the Franchise Agreement and to competently perform all of the services and tasks contemplated thereunder.
2. The physical facilities to perform under the terms and conditions of the Franchise Agreement and provide the service within the time specified without delay or interference.
3. The character and integrity of the proposer and its principals, including but not limited to any history of complaints of poor customer service, unethical or predatory business practices, discourteous service or criminal conduct.
4. The proposer's record of performance on current and previous contracts or services with the City, other municipalities, and/or public agencies.
5. Qualifications, resumes and references for similar work completed within five (5) years.
6. Knowledge of City codes and procedures.
7. The previous and existing compliance by the proposer with laws and ordinances relating to the towing and storage of vehicles.
8. The financial strength of the proposer to provide the level and scale of service called for under this RFQ, including written proof in the form of proposer's financial records that show to the satisfaction of the City that the proposer's has the financial resources and ability to perform the Franchise Agreement and provide the services requested.

9. Ability of the proposer to meet the City's requirements under this RFQ and the Franchise Agreement.
10. The quality, availability and adaptability of the proposer's physical facilities, staff, and equipment.
11. The degree to which the proposer's proposal deviates from or is otherwise unable to comply with the baseline requirements and conditions set forth under this RFQ.
12. Projected response time to calls for service.
13. The proposer's impound policies and practices and impound rates and the strategies the proposer proposes to put in place to facilitate the speedy and cost-effective return of vehicles to persons whose cars have been impounded so as to minimize the accrual of costly impound fees.
14. The proposer's proposed policies for training its tow truck drivers and impound yard personnel to provide courteous, honest and ethical services to persons whose cars have been impounded.

**Bid Rejection:**

All SOQs will be reviewed to determine conformance with the RFQ requirements. Any SOQ that the City deems incomplete, conditional, or non-responsive to the RFQ requirements may be rejected. The City reserves the right to reject any and all SOQs.

**Screening, Selection and Award:**

The screening and selection process shall be as follows:

1. Sealed SOQs will be opened and evaluated to determine compliance with Section 4, Required Qualifications of Consultant. SOQs meeting specified requirements will be considered responsive and will be included in the next phase of review.

Responsive SOQs will be evaluated by City staff members. Following this review, city staff will conduct on-site visits to the prospective tow yard and office locations.

The City reserves the right to withdraw this RFQ at any time without prior notice. Further, the City reserves the right to modify the RFQ schedule described below. The City also makes no representations that any contract will be awarded to any firm responding to this RFQ. The City expressly reserves the right to reject any and all SOQs without indicating any reasons for such rejection(s), to waive any irregularity or informality in any SOQ or in the RFQ procedure



and to be the sole judge of responsiveness to this RFQ.

## **Evaluation Criteria:**

After review for compliance with required qualifications, the City will evaluate SOQs based on the following criteria.

### General Quality and Responsiveness of the SOQ

- Presentation, completeness, and thoroughness of the SOQ;
- Responsiveness to the terms, conditions, and items of performance; and
- Grasp of the scope and services to be performed

### Qualifications and Experience of Firm and Key Personnel

- Qualification and experience of key personnel;
- Experience and past performance for similar scope and services; and
- Verification of references

### Fee Proposal

- Each firm should provide a schedule of fees for related services for each of the next five years.

## **Tentative Schedule:**

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this RFQ process as follows:

<b>Date</b>	<b>Activity</b>
Thursday, September 26, 2019	Issue Request for Qualifications
Monday, October 21, 2019	SOQs Due to the City
Monday, November 18, 2019	City Council Consideration of Contract Award

## **Attachments:**

1. SFPD Tow Listing Application
2. Civil Litigation History
3. False Claims Act Certification Form

## ATTACHMENT 1

### SFPD TOW LISTING APPLICATION

BUSINESS		
1. BUSINESS NAME AND MAILING ADDRESS	TELEPHONE NUMBER(S)	
	2. DAY	
	3. NIGHT	
4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE	5. AUTOMOBILE CLUB AFFILIATIONS	
6. DO YOU HAVE 24 HOURS A DAY SERVICE? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>	7. YEARS IN THE TOWING BUSINESS	
8. HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF A FELONY INVOLVING STOLEN OR EMBEZZLED VEHICLES, STOLEN PROPERTY, FRAUD RELATED TO THE TOWING BUSINESS, OR MORAL TURPITUDE? IF YES, PLEASE ATTACH A WRITTEN EXPLANATION <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>		
VEHICLE STORAGE		
9. PRIMARY STORAGE YARD (COMPLETE ADDRESS)	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED	DISTANCE FROM SAN FERNANDO _____ MILES
10. SECONDARY STORAGE YARD (COMPLETE ADDRESS)	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED	DISTANCE FROM SAN FERNANDO _____ MILES
11. IS STORAGE YARD FENCED (6'), LIGHTED?		<input type="checkbox"/> YES <input type="checkbox"/> NO
12. IS DISPATCHER ON DUTY 24 HOURS/DAY, SEVEN DAYS/WEEK, 365 DAYS/YEAR?		<input type="checkbox"/> YES <input type="checkbox"/> NO
13. IS THERE A SECURE INVESTIGATIVE HOLD AREA?		<input type="checkbox"/> YES <input type="checkbox"/> NO
FINANCIAL INTEREST		
14. LEGAL OWNER (PERSON(S), FIRM, COMPANY, ASSOCIATION OR CORPORATION)		
15. DO YOU HAVE FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN SAN FERNANDO?		<input type="checkbox"/> YES <input type="checkbox"/> NO
16. DOES ANY MEMBER OF YOUR FAMILY OPERATE ANOTHER TOW SERVICE IN SAN FERNANDO?		<input type="checkbox"/> YES <input type="checkbox"/> NO
17. DO YOU SHARE ANY FACILITIES WITH ANY OTHER LICENSED TOW COMPANY?		<input type="checkbox"/> YES <input type="checkbox"/> NO
18. IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF THE TOW COMPANY		
TOW TRUCKS		
<input type="checkbox"/> CLASS A (14,000 – 19,500 GVWR) <input type="checkbox"/> CLASS C (33,001 – 50,000 GVWR)	<input type="checkbox"/> CLASS B (19,501 – 33,000 GVWR) <input type="checkbox"/> CLASS D (OVER 50,001)	
19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER?		<input type="checkbox"/> YES <input type="checkbox"/> NO
SIGNATURE	PRINT OR TYPE NAME AND TITLE	DATE

9/26/19

**ATTACHMENT 2**  
**CIVIL LITIGATION HISTORY/CIVIL LITIGATION CERTIFICATION FORM**

CITY OF SAN FERNANDO  
 CITY HALL  
 117 MACNEIL STREET  
 SAN FERNANDO, CALIFORNIA 91340

**CIVIL LITIGATION HISTORY/ CIVIL LITIGATION CERTIFICATION**  
**(TOWING AND VEHICLE STORAGE SERVICES RFP)**

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

**If the Proposer has no civil litigation history to report as described above, complete the following:**

I, \_\_\_\_\_, am the \_\_\_\_\_  
 (Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of \_\_\_\_\_ (hereinafter,  
 "Proposer") (Print Name of Proposing Entity)

In submitting a Proposal to the City of San Fernando for As-Needed Engineering Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
 (month and year) (city and state)

by \_\_\_\_\_  
 (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**CIVIL LITIGATION HISTORY INFORMATION**

(1) Name of Case:

Court Case Identification Number:

(2) Jurisdiction in which case was filed:

(3) Outcome of the case:

(1) Name of Case:

Court Case Identification Number:

(2) Jurisdiction in which case was filed:

(3) Outcome of the case:

**DECLARATION**

I, \_\_\_\_\_, the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer")  
(Print Name of Proposing Entity)

Declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

by: \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**END OF DOCUMENT**

## ATTACHMENT 3 FALSE CLAIMS/FALSE CLAIMS ACT CERTIFICATION FORM

CITY OF SAN FERNANDO  
CITY HALL  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340

### FALSE CLAIMS/FALSE CLAIMS ACT CERTIFICATION (TOWING AND VEHICLE STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

#### FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting a proposal to the City of San Fernando, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**FALSE CLAIMS ACT VIOLATIONS INFORMATION**

(1) Date of Determination of Violation:

(2) Identity of tribunal or court and case name or number, if any:

(3) Government Contract or project involved:

(4) Government agency involved:

(5) Amount of fine imposed:

(6) Exculpatory Information:

**DECLARATION**

I, \_\_\_\_\_, the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer")  
(Print Name of Proposing Entity)

Declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By: \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**END OF DOCUMENT**

# RFQ Requirements

Attachment "C"

	Qualifications	Black & White	Jon's Towing	Mid Valley
<b>A</b>	<b>Cover Letter</b>			
	Cover letter signed by the business corporate officer confirming their full understanding of the conditions and requirements in the RFQ in addition to compliance with the criteria listed in the FRQ and the demonstrated ability to comply with all of the provisions	✓	✓	✓
<b>B</b>	<b>Qualifications and Experience</b>			
	1. List company name	✓	✓	✓
	2. List additional names and year of operations	✓	✓	✓
	3. List any bankruptcy filings	✓	✓	✓
	4. List current or previous contracts	✓	✓	✓
	5. Submit description of tow company	✓	✓	✓
<b>C</b>	<b>Method of Approach</b>			
	1. Description of how company proposes to meet requirements of agreement	✓	✓	✓
	2. List names of contacts	✓	✓	✓
	3. Detailed description of			
	a. Release of vehicles		✓	✓
	b. Allowing access to vehicles	✓	✓	✓
	c. Determining if vehicle was damaged or stolen	✓	✓	✓
	d. Determining if private property was damaged	✓	✓	✓
	e. Informing vehicle owner regarding disposition of vehicle	✓	✓	✓

# RFQ Requirements

Attachment "C"

	Qualifications	Black & White	Jon's Towing	Mid Valley
	f. Receiving and resolving complaints from the public	✓	✓	✓
	4. Methods of payment	✓	✓	✓
	5. Record keeping tools and methods	✓	✓	✓
<b>D</b>	<b>Facilities and Equipment</b>			
	1. List of vehicles proposed to be used	✓	✓	✓
	2. Equipment method to be used for dispatching of tow vehicles	✓	✓	✓
	3. Detailed description of facilities	✓	✓	✓
	4. Detailed description of facility security	✓	✓	✓
<b>E</b>	<b>Provisions</b>			
	<b>1. General Provisions (A-Z)</b>			
	K. Insurance and Indemnity	✓	✓	✓
	X. Permits and Certificates	✓	✓	✓
	<b>2. Staffing Provisions (A-D)</b>			
	A. Sufficient personnel at all times	✓	✓	✓
	B. Dispatcher shall be on duty in the office 7 days per week, 24 hours per day, every day of the year	✓		✓
	C. Timekeeping and delays to dispatch tow unit within 10 minutes of receiving call for service	✓	✓	✓
	D. Operators shall have appropriate driver's license	✓	✓	✓
	<b>3. Towing Provisions (A-C)</b>	✓	✓	✓
	<b>4. Storage Provisions (A-K)</b>			
	<b>A. Primary Storage Lot</b>			
	Minimum storage capacity of 60-85 vehicles	✓		✓



# RFQ Requirements

Attachment "C"

	Qualifications	Black & White	Jon's Towing	Mid Valley
	Investigative hold area of 5 vehicles for SFPD only	✓		
	No more than five (5) miles from San Fernando PD	✓	✓	
	1. Immediately adjacent to or contain office facilities	✓	✓	✓
	2. Adequate in size to accommodate (a-d) :			
	a. Hold	✓		✓
	b. Late model	✓		✓
	c. Specially equipped	✓		✓
	d. Vehicles to be released immediately to owners	✓		✓
	3. Entirely surfaced with asphalt or concrete	✓	✓	✓
	4. Free of holes or decomposed areas	✓	✓	✓
	5. Clean and free of litter, debris or weeds	✓	✓	✓
	6. Include on-site lighting that provides easy visibility to all areas of lot without spillover into adjacent properties	✓	✓	✓
	7. Sized and dimensioned to afford safe access to all vehicles.	✓		✓
	<b>B. Investigative Hold Area and Vehicles:</b>			
	1. Fully enclosed structure	✓	✓	✓
	2. Fenced to prevent access	✓	✓	✓
	3. Ability to hold 10 vehicles in total	✓		
	<b>C. Secondary Storage Lots</b>			
	Within 5 miles of primary storage with specs defined in the RFQ (lighting, security, and only storage of vehicles under \$1,000)	✓	✓	

# RFQ Requirements

Attachment "C"

	Qualifications	Black & White	Jon's Towing	Mid Valley
	D. Storage of vehicles as prescribed by RFQ	✓		✓
	E. Enclosure of storage areas as prescribed in RFQ	✓	✓	✓
	F. Office space with clean waiting area	✓	✓	✓
	G. Responsibility for Vehicle, Accessories, and Personal Property as prescribed by FRQ	✓		✓
	H. Protection and handling of vehicles	✓	✓	✓
	I. Release of vehicles as prescribed in RFQ.	✓		
	J. Regulation and compliance with all Federal , State and local laws and ordinances	✓	✓	✓
	K. Authorized rates and charges that do not exceed those established by the City of Los Angeles Police Commission	✓		
	<b>5. Vehicle and Equipment Provisions (A-D)</b>			
	A. Tow Unit Radio Equipment	✓	✓	✓
	B. Dispatcher Office Radio Communications	✓	✓	✓
	1. Tow Trucks clean and in good repair with required equipment	✓	✓	✓
	C. Tow Truck Parking (sufficient off street space)	✓	✓	✓
	D. Tow Unit Markings	✓	✓	✓

16.27.2 (10/86)

# LOS ANGELES POLICE COMMISSION BOARD

## RULES GOVERNING TOW OPERATIONS AND TOW OPERATORS

The following Rules, in addition to State and City Laws, shall govern towing operations and tow operators:

**DEFINITION:** Properly interested persons are the legal owners and their agents, registered owners, lessees and persons last having lawful possession of the vehicle and who are in possession of the keys to the vehicle and have identification. Such persons are presumed to be properly interested persons as that term is used in these rules.

**RULE #1:** Every tow operation shall display at the business location the permittee's name and business name and address of the business. The lettering shall be a minimum of two inches (2") in width and six inches (6") in height. It shall be clearly visible and legible from the street at all times, including the hours of darkness.

**RULE #2:** Every permittee, employee or agent shall maintain all towed and impounded vehicles in his care and custody within the confines of his storage facility and not upon the public streets, sidewalks, or public property.

**RULE #3:** Every permittee, employee or agent who removes a vehicle from private property without the knowledge or consent of the properly interested person shall cause a written inventory to be made describing the condition of the vehicle. Any damage to the vehicle shall be described in this inventory. In the event the vehicle has been opened by the permittee, employee or agent, the inventory shall also include a complete listing of all property contained therein. A copy of this inventory shall be made available to the properly interested person.

**RULE #4:** Every permittee, employee or agent who impounds a vehicle from private property shall obtain authorization, in writing, from the property owner, lessee or his employee who is present at the time of impound. Authority to make such impounds may not be delegated to a tow operation. California Vehicle Code Section 12110 prohibits tow operations from providing, and any person or public entity from accepting, any direct or indirect commission, gift, or any compensation whatever from a towing operation in consideration for arranging or requesting the services of a tow car.

**RULE #5:** Every permittee, employee or agent who removes a vehicle from private property without the properly interested person's knowledge or consent shall cause said vehicle to be available for release:

- (a) During a minimum period of four (4) hours after impounding or towing said vehicle from private property;
- (b) At the set fee recorded with the Board of Police Commissioners for towing and storage.
  - (1) Storage charges shall be based on daily rates.
  - (2) If a request to release a vehicle is made within eight hours from the time the vehicle is brought into the storage facility, regardless of the calendar date, only one day's storage will be charged.

**RULE #6:** No permittee, employee or agent impounding a vehicle from private property, without the properly interested person's consent, shall tow a vehicle a distance greater than 2.5 miles without special permission from the Towing Coordinator, Commission Investigation Division.

**RULE #7:** Every permittee, employee or agent who, within the City of Los Angeles, impounds a vehicle from private property without the properly interested person's knowledge or consent shall cause the Vehicle Processing Unit, Los Angeles Police Department, to be notified as soon as possible and in no event no later than thirty (30) minutes after taking control of the vehicle. If, after 120 hours from taking control of the vehicle, the properly interested person has not contacted the permittee, and the permittee does not know and is unable to ascertain the identity of or contact the properly interested person, the permittee shall ensure that provisions of California Vehicle Code Section 22853 are followed.

**RULE #8:** No permittee, employee or agent shall impound a vehicle from private property which is not clearly posted in compliance with Vehicle Code Section 22658. Every permittee, employee or agent responsible for impounding a vehicle from legally posted private property shall, upon request, furnish to the properly interested person the name and legal address of the person, company or corporation authorizing the impound in order that the vehicle owner may effectively fulfill his legal recourse provided for in Vehicle Code Section 22658.

**RULE #9:** Every permittee, employee or agent in the process of impounding a vehicle from private property, which has not been removed from the property and is not in transit to the tow yard, shall, upon request of a properly interested person, release the vehicle at the scene without charge. A towing company may, however, impose a service charge of not more than twenty dollars (\$20.00) for the towing of a vehicle at the request of the owner of private property or the owner's agent if a properly interested person returns to the vehicle before it is completely removed from the private property. Non-payment of a service charge for a vehicle not in transit shall not authorize an impound to continue. Charges for the towing and storage of vehicles removed from private property without the knowledge or consent of the properly interested person shall not exceed the rates for towing and storage established by the Board of Police Commissioners for the Official Police Garages.

**RULE #10:** It shall be the duty of the tow operator to request and remain at the location for the arrival of the police whenever a properly interested person arrives before the vehicle has completely left the scene, and the properly interested person either disputes the tow operator's authority to tow the vehicle or believes that no towing fee should be charged. There shall be no additional charge for the time required for the arrival of the police or any additional time required by the police to resolve the matter. After the tow operator has been notified by the properly interested person that the police have been summoned, the tow operator shall remain at the location for not less than 30 minutes. If the police do not arrive within the 30-minute period, the tow operator may continue with the tow.

**RULE #11:** Each permittee shall at all times keep the permit and copy of these Board Rules and Regulations posted in a conspicuous place on the premises. In addition, each tow operator must have a copy of these Board Rules in his possession when operating a tow unit to enable him to inform the properly interested person of the tow operator's legal authority and responsibilities. These rules shall be presented to the properly interested person in the event of a dispute regarding the removal of the vehicle.

**RULE #12:** The permittee, his managers, and employees, while engaged in the business of tow service operation, shall extend to the general public and law enforcement officers courtesy and cooperation at all times.

LAPD 16.27.0 (8/94)

**LOS ANGELES POLICE COMMISSION  
RULES GOVERNING OFFICIAL POLICE GARAGES**

- 1. RULES AND CONDUCT:** The Official Police Garage shall conduct business in an ethical and orderly manner so as to maintain the confidence of the community. While an Official Police Garage is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and the inherent potential for conflict in vehicle removal and storage, an Official Police Garage designee and his employee must maintain a fair, impartial, and reasonable attitude, and perform their duties in a courteous manner. The designee's and their employee's statements and actions must be the result of considered judgment and absent of personal opinion or bias.

The Official Police Garage designee, when notified by the Board or the Board's designee of any complaint of discourtesy by an Official Police Garage employee, shall investigate and respond in writing to the Board within ten (10) calendar days of receipt of notification of the complaint. The designee's response shall include the results of their investigation and, if the complaint is found to be true, what measures the designee took to prevent future complaints.

- 2. SUPERVISION:** An Official Police Garage is subject by law to the regulatory powers of the Board, and all relevant records, equipment and storage facilities are subject to periodic inspection by the Board or its designee to determine if the garage is in compliance with the rules and regulations of the Board.
- 3. REGULATION:** An Official Police Garage shall comply with all laws, ordinances and rules that regulate tow units, tow unit operators, the impound, towing, removal, storage, and disposal of vehicles. An Official Police Garage shall post the Los Angeles Police Commission Rules Governing Official Police Garages and the Rules Governing Tow Operations and Tow Unit Operators in their entirety in a conspicuous place, clearly visible to the public.
- 4. COOPERATION:** Tow unit operators shall abide by the lawful decisions of all peace officers and law enforcement employees of the City of Los Angeles and shall cooperate in removing and/or impounding vehicles.
- 5. AREA OF RESPONSE:** Each Official Police Garage shall operate within its designated Area(s) and shall exceed this/these Area(s) only when responding to a request from another Official Police Garage or a law enforcement or City communication facility.
- 6. DISPATCHER:** A dispatcher shall be on duty in the office of the Official Police Garage seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from law enforcement and City communications facilities, dispatch tow units, provide security for stored vehicles, and perform such other tow related services as may be required by the Board. A dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his/her discretion, release vehicle between the hours of 7 p.m. and 7 a.m. An After Hours release fee is prohibited. Any vehicle impounded in connection with a special event, as designated by the Board or the Board's designee, shall be

available for release for a minimum period of four (4) hours following the conclusion of the special event. A dispatcher and/or other Official Police Garage employees providing service to the public shall wear their first name conspicuously on their clothing.

- 7. TIMEKEEPING AND DELAYS:** An Official Police Garage shall record the following times pertaining to the law enforcement and City agency tow service requests by means of a computer or time stamp:

- \*The time that the request for tow service is received,
- \*The time that a tow unit is assigned the call for service and given the location of the requested service,
- \*The time that a tow unit arrives at the location of requested service,
- \*The time that a tow unit returns to the Official Police Garage Facility with the vehicle,
- \*The time that property is removed from an impounded vehicle, and
- \*The time that a vehicle is removed from the evidentiary hold area.

An Official Police Garage shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all law enforcement and City agencies that rely upon it for tow service.

The Official Police Garage shall respond to all Los Angeles City agency requests 24 hours a day, 7 days a week, within the Maximum Response Time as established by these Board rules.

The OPG Designee will advise law enforcement or city agency communications facility, at the time of notification, if they are unable to respond or are unable to respond with the Maximum Response Time. If after accepting the call the OPG is unable to respond or will be delayed in responding, the OPG shall immediately notify the requesting law enforcement or City agency communications facility.

Maximum Response Time is 20 minutes from the time an OPG tow unit is requested by a City agency until its arrival. An additional 10 minutes may be allowed with reasonable justification.

**EXCEPTION:** Department of Building and Safety orders to removed abated vehicles or vehicle parts from private property shall be executed by the ordered Official Police Garage within forty-eight (48) hours of receiving such notifications.

- 8. RADIO COMMUNICATIONS:** The dispatcher's office of an Official Police Garage shall be equipped to receive "police calls." Priority shall be given to calls from law enforcement or City communication facilities. In the event that multiple agency requests for services are received at the same proximate time, the Official Police Garage dispatcher shall assign response priority to the request of the most urgent nature based upon information the dispatcher has received. Official Police Garage tow units may be equipped to monitor "police calls" while acting within the course and scope of their designated responsibilities after obtaining a permit from the Chief of Police.
- 9. UNIFORM AND EQUIPMENT REQUIREMENTS:** Each tow unit shall be painted and marked as prescribed by the Board in addition to markings required by the California Vehicle Code. Each tow unit shall have the capability of communicating with the dispatcher by radio via wireless digital communications. Tow unit operators shall be required to wear a Board approved uniform when acting within the scope of their Official Police Garage employment.



**10. PRIMARY STORAGE FACILITY:** All Primary Storage Facilities shall be inspected and approved by the Board or its Designee prior to use. The Primary Storage Facility shall be adjacent to the operations office. A Primary Storage Facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. A Primary Storage Facility shall be capable of accommodating all vehicles appraised in value in excess of four thousand dollars (\$4,000); all vehicles bearing modified equipment or cargo valued in excess of five hundred dollars (\$500.00); and vehicles being held for criminalistics and/or evidentiary examinations. The location where a vehicle is stored within a Primary Storage Facility shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at the Primary Storage Facility to prevent the loss or theft of personal property or vehicle parts. The Primary Storage Facility shall have a segregated and designated area for the storage of vehicles held for criminalistics and/or evidentiary examination.

**11. SECONDARY STORAGE FACILITIES:** All Secondary Storage Facilities shall be inspected and approved by the Board or its designee prior to use. A Secondary Storage Facility is a designated location used by an Official Police Garage as a yard or lot for the temporary storage of impounded vehicles. All Secondary Storage Facilities shall be within five (5) miles of the respective geographic Area(s) boundaries of responsibility of the Official Police Garage unless waived by the Board or its designee. Any Secondary Storage Facility located beyond the (5) miles of the Official Police Garage's respective geographic Areas(s) boundaries shall be referred to as a Satellite Secondary Storage Facility. All Secondary Storage Facilities must be fenced for maximum security and lighted during the hours of darkness to afford illumination of all stored vehicles. Secondary Storage Facilities shall only be used to store vehicles appraised under four thousand dollars (\$4,000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles appraised over four thousand dollars (\$4,000.00) with the prior approval of the Board or its designee, but in such cases, an attendant must be on duty at the facility for security. The location where vehicles are stored with a Secondary Storage Facility shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to all stored vehicles. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at all Secondary Storage Facilities to prevent the loss or theft of personal property or vehicle parts.

Official Police Garages utilizing an approved Secondary Storage Facility shall return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.

**SATELLITE SECONDARY STORAGE FACILITIES:** All Satellite Secondary Storage Facilities shall only be used to store vehicles appraised under four thousand dollars (\$4,000.00). Official Police Garages utilizing an approved Satellite Secondary Storage Facility beyond five (5) miles of its respective Area(s) boundaries of responsibility shall additionally comply with the following:

- \*Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.
- \*Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within twenty-four (24) hours, excluding weekends

and holidays, of such a request when the vehicle is stored in a Satellite Secondary Storage Facility. The notice shall be approved by the Board or its designee.

- \*Systematically segregate stored vehicles by the respective Official Police Garage when a Satellite Secondary Storage Facility is shared by two or more Official Police Garages.
- \*Distinctly sequester Official Police Garage stored vehicles from other activities at the facility when the facility conducts business other than the storage of Official Police Garage vehicles and insure that access to the stored vehicles is separate from that of other business operation(s).
- \*Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a CHP Form 180, in addition to unattached personal property.
- \*Return any stored vehicle to the Primary Storage Facility within twenty-four (24) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the Satellite Secondary Storage Facility, the Official Police Garage shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

The Board or its designee may, upon written application showing cause, waive any of the requirements of this rule.

**12. INVESTIGATIVE HOLD AREA AND VEHICLES:** Each Official Police Garage shall maintain an area at its Primary Storage Facility for vehicles held, for criminalistics and/or evidentiary examinations. This Investigative Hold Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The Investigative Hold area's storage capacity shall be capable of fulfilling the maximum expectations of the respective geographic detective division(s) being served. The Board or its designee shall determine the maximum storage capacity. The Investigative Hold Area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the Board or its designee. The only persons authorized to enter an Investigative Hold area are Official Police Garage employees and concerned law enforcement employees. Garage employees shall not remove property from vehicles being held for criminalistics and/or evidentiary purposes. Vehicles stored in an Investigative Hold Area shall not be removed from the area until authorized by the responsible investigator or the Area Vehicle Coordinator. Once an investigative hold has been released on a vehicle it shall be immediately removed from the Investigative Hold Area. The date and time of removal and the removing employee's identity shall be recorded on Official Police Garage records.

Vehicles being held for Vehicle Code (V.C.) 22651(o) (No Current Registration); V.C. 22651(p) (Unlicensed Driver); V.C. 22651(i) (Unpaid Parking Citations); V.C. 22651(j) (No Evidence of Registration); or V.C. 10751 (Altered Identification Number) (hereafter referred to as "statutory holds") need not be stored in the Investigative Hold Area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistics or evidentiary examinations.

Garage employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Area Vehicle Coordinator.

**13. PROTECTION AND HANDLING OF VEHICLES:** It is the responsibility of the Official Police Garage to protect all vehicles, vehicle parts and/or attached accessories impounded by peace officers or City law enforcement employees until such time as the vehicles have either been released to properly interested persons or have been disposed of through legal process.

Vehicle parts and/or attached accessories may be removed for safekeeping by garage employees from other impounded vehicles. When an Official Police Garage removes vehicle parts and/or attached accessories for safekeeping from a vehicle it shall:

- \*Record a description of the removed vehicle parts and/or attached accessories on the corresponding copy of the garage impound report.
- \*Implement controls to inform office personnel responding to public inquiries that vehicle parts and/or attached accessories have been removed from a vehicle.
- \*Cause the vehicle parts and/or attached accessories to be individually packaged and identified.
- \*Provide a secure location for the storage of the vehicle parts and/or attached accessories to preclude loss, theft or damage.
- \*Inform properly interested person(s) that parts and/or attached accessories have been removed and how they may obtain possession of that property.
- \*Replace the vehicle part(s) and/or accessories to restore the vehicle to its original state, and repair any damage caused by the original removal or replacement.

The release of impounded vehicles, which are available for release, shall be the responsibility of an Official Police Garage.

Criminalistics/evidentiary or statutorily held vehicles shall not be available for release until authorization has been given to the Official Police Garage by the concerned governmental agency employee or the Area Vehicle Coordinator.

An Official Police Garage, at its Primary Storage Facility, shall prepare, maintain and post in a conspicuous place, clearly visible to the public:

- \*A notice stating that a vehicle placed in storage pursuant to Section 22850 V.C. may be released only on proof of current registration or, in the absence of that proof, upon the issuance of a notice to appear for the registration violation by the agency that caused the vehicle to be stored, and it shall specify the name and telephone number of the City agency.
- \*A notice outlining procedures and the documentation necessary for properly interested persons to obtain possession of or remove unattached personal property from a stored vehicle and/or to view or photograph a stored vehicle within twenty-four (24) hours of making such a request.

Vehicle inventories, when conducted by Official Police Garage employees, shall only be conducted at the scene, in the presence of the impounding employee.

**14. PROPERTY IN VEHICLES:** An Official Police Garage has the responsibility of safeguarding all articles in impounded vehicles. An Official Police Garage shall maintain a record of the identity of all persons who have entered a stored vehicle for the purpose of accessing unattached personal property. The record shall also include the date of entry and a description of any property removed.



Unattached personal property may be removed for safekeeping by garage employees, but only from available for release and statutorily held vehicles. When an Official Police Garage removes unattached personal property for safekeeping from a vehicle it shall:

- \*Record a description of the removed property on the corresponding copy of the garage impound report.
- \*Implement controls to inform office personnel responding to public inquiries that personal property has been removed from a vehicle.
- \*Cause the property to be individually packaged and identified.
- \*Provide a secure location for the storage of the property to preclude loss, theft or damage.
- \*Inform properly interested persons that property has been removed and how they may obtain possession of that property.

**15. IMPOUND REPORTS:** An Official Police Garage tow unit operator shall sign and complete the necessary portions of the impounding employee's Impound Report. The original copy of the Impound Report shall be retained by the impounding employee. A copy of the Impound Report shall be retained by an Official Police Garage for the life of the Official Police Garage Storage Agreement plus four (4) years. The garage's copy of the Impound Report shall be used to record the vehicle release information in the appropriate space provided in the Impound Report.

**16. NOTIFICATIONS:** Official Police Garage employees while acting within the course of their employment shall cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action by law enforcement personnel.

An Official Police Garage shall notify in writing its respective Area(s) Vehicle Coordinator(s) or DOT's VIPU on a weekly basis of the following:

- \*All vehicles originally impounded by the concerned agency, but that have remained in storage beyond seven (7) calendar days.
- \*All vehicles originally impounded with a criminalistics/evidentiary hold, but that have remained in storage with a hold beyond seven (7) calendar days.

An Official Police Garage shall notify the Department of Transportation Vehicle Information Processing Unit on a weekly basis of all vehicles sold during the preceding week in accordance with statutorily approved lien procedures.

**17. HEAVY-DUTY TOW:** Official heavy-duty tow units will be requested by a law enforcement or City department communication facility when the vehicle to be towed possesses one or more of the following: three or more axles; a gross weight, laden or unladen, in excess of 10,000 pounds; or a combination of commercial trailers.

**18. RATES AND CHARGES:** Rates and charges for the removal and storage of vehicles which have occurred as the result of law enforcement activity or in the performance of duties of an Official Police Garage shall not exceed the rates and charges set by the Board. Except as provided by the

Board, additional charges shall not be made for special equipment or service necessary to prepare vehicles for removal. Board approved rates and charges shall be posted in a conspicuous place, clearly visible to the public.

All bills shall be itemized.

An Official Police Garage shall not enter into an agreement with a City employee to diminish or eliminate legally assessed vehicle removal and/or storage fees caused by an error committed by a member of the impounding City agency.

**REMOVAL:** Charges shall be based on an hourly rate for time actually consumed. Removal charges commence at the time a tow unit actually proceeds to a call for service and terminate at the time the tow unit returns to the Primary Storage Facility. Vehicles shall not be taken directly to any Satellite Secondary Storage Facility without previous written approval by the Board or its designee. The first hour or fraction thereof shall be at the rate specified by the Board and at half of that hourly rate, for each additional half hour or fraction thereof over the first hour.

**STORAGE:** Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar day basis for each day, or part thereof, the vehicle is in storage. The daily rate extends from midnight to midnight.

- 19. MONTHLY REPORTS:** The "Official Police Garage Monthly Report" shall be submitted by the fifteenth (15) of each month to the Board or its designee. An explanation of each tow requiring in excess of one hour shall be provided. The report shall also contain a list of all employees that were employed by the Official Police Garage during the previous month. The list shall contain each employee's position, operator's license number, and PC number if permitted. The monthly report shall be signed by the designee.

The OPG designee shall notify the Board or its designee in writing of any sale or disposal of a formerly stored vehicle or vehicle part to an individual known to the Official Police Garage designee or his employees as a City employee.

- 20: INSURANCE:** Each Official Police Garage shall maintain insurance in effect at all times in amounts satisfactory to the Board, and the policies of insurance, in duplicate, shall be approved by and filed with the City Attorney.

This insurance shall protect the Official Police Garage and the City against any and all damages resulting from all operations as designated Official Police Garage and in picking up and towing any automobiles or other vehicle to a garage or other location.

Said policy shall indemnify any person or organization who suffers damage as result of picking up, removal or storage of a motor vehicle against any damage to the automobile or motor vehicle, or theft of any part of the vehicle or from the contents thereof, upon any such person or organization obtaining a final judgment covering such loss or damage.

- 21. IMPOUND HEARINGS:** Every Official Police Garage has the responsibility for posting and maintaining the Vehicle Impound Hearing Rights Sign, form 16.27.3, in a conspicuous location, clearly visible to the public. An Official Police Garage shall distribute a Vehicle Impound Hearing Rights Notice, form 16.27.4 and written directions indicating the location of the appropriate law enforcement agency facility at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.
- 22. LIEN ATTACHMENT:** The employee of the City of Los Angeles who is requesting the impound shall be responsible for establishing that “probable cause” exists to conduct the impound. When “probable cause” is lost prior to a vehicle being removed and in transit to an Official Police Garage storage facility, no lien shall attach and no fee shall be charged for the file release of a vehicle to a properly interested person.

A lien is valid and is initiated as per Vehicle Code Section 2285(a) when: “Possession of the vehicle is deemed to arise when a vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations that have been requested by a law enforcement agency have begun at the scene. The Police Commission staff defines possession of the vehicle to mean that the vehicle is partially or fully hooked up and the vehicle is in the process of being prepared for the transport.

- \* For flatbed car carriers, possession of the vehicle means that the bed is down and the winch line is attached to the vehicle and the vehicle is being prepared to be pulled onto the bed of the truck.
- \* For wheel lift tow trucks that have auto loading or self-loading equipment, possession of the vehicle means that the vehicle is attached and one axle of the vehicle has been raised to a tow position and the only thing remaining is for the tow operator to secure the vehicle and drive away.
- \* For wheel lift tow trucks that have towing equipment that require the tow operator to manually attach a clamp, wheel-bar or scoop to the tires of the vehicle, possession of the vehicle means that the tow driver must have attached at least one wheel clamp, tow bar or scoop to the tires of the vehicle to be towed.

Whenever a vehicle owner returns to a vehicle that is in possession of a towing company prior to the physical removal of the vehicle to the OPG, the owner may regain possession of the vehicle from the towing company if the owner pays the towing company the towing charges and all City fees.

- 23. DISPUTES AND INQUIRIES:** The Board of Police Commissioners and persons designated by the Board, have the authority to settle all disputes arising from actions by the Official Police Garages. The decision of the Board, or persons designated by the Board, shall be binding on all parties involved.

Inquiries pertaining to the conduct, practices, and regulation of the Official Police Garages may be referred to the Los Angeles Police Department, Commission Investigation Division, 100 W. First Street, Suite 147, Los Angeles, California, 90012, (213) 996-1270, Monday through Friday, 7 a.m. to 4 p.m.

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** December 12, 2019

**Subject:** Consideration to Submit a Ballot Argument Related to the Ballot Measure to Ban Marijuana Business Activity in the City and Provide Related Ballot Information to the Community

### RECOMMENDATION:

It is recommended that the City Council:

- a) Discuss submittal of a Ballot Argument;
- b) Discuss ballot related information to be provided to the community; and
- c) Provide direction to staff, as appropriate.

### BACKGROUND:

1. On November 8, 2019, City Council adopted Resolution No. 7965 calling a Special Municipal Election on March 3, 2020 to submit to the voters a question relating to the ban of marijuana dispensaries and all other cannabis business activity in the City.
2. Arguments "For" and "Against" (not to exceed 300 words) and the City Attorney Impartial Analysis (not to exceed 500 words) are due to the City Clerk by 5:00 pm on December 13, 2019. Rebuttal Arguments "For" and "Against" (not to exceed 250 words) are due to the City Clerk by 5:00 pm on December 23, 2019.

**Consideration to Submit a Ballot Argument Related to the Ballot Measure to Ban Marijuana Business Activity in the City and Provide Related Ballot Information to the Community**

Page 2 of 3

**ANALYSIS:**

On March 3, 2020, San Fernando voters will be asked to vote on the following ballot question:

<b>Ban All Marijuana/Cannabis Business Activities</b>  Shall the City ban marijuana storefront dispensaries and all other cannabis business activities in the City?	<b>YES</b>
	<b>NO</b>

As this is a City-initiated measure, the City Council has priority in terms of deciding whether it will submit the Ballot Argument "For" or "Against" the measure. A sample "Ballot Argument For" is included as Attachment "A" for City Council's consideration. The City Attorney will also be required to submit its own impartial analysis. Arguments for or against the measure as well as the City Attorney impartial analysis are due Friday, December 13, 2019. Rebuttals are due Monday, December 23, 2019.

Pursuant to the California Elections Code Section 9287:

"(a) If more than one argument for or more than one argument against any city measure is submitted to the city elections official within the time prescribed, he or she shall select one of the arguments in favor and one of the arguments against the measure for printing and distribution to the voters. In selecting the argument, the city elections official shall give preference and priority, in the order named, to the arguments of the following:

- (1) The legislative body, or member or members of the legislative body authorized by that body.
- (2) The individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure.
- (3) Bona fide associations of citizens.
- (4) Individual voters who are eligible to vote on the measure."

The City may also provide information to the community related to the impact of the ballot measure. Sample ballot information is included as Attachment "B" for City Council's consideration.



**Consideration to Submit a Ballot Argument Related to the Ballot Measure to Ban Marijuana Business Activity in the City and Provide Related Ballot Information to the Community**Page 3 of 3

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**BUDGET IMPACT:**

There is minimal budget impact associated with submitting a ballot argument. On November 18, 2019, the City Council adopted a resolution appropriating \$65,000 to cover the cost of the special election in March 2020.

The cost to provide ballot related information to the community will be determined based on City Council direction.

**CONCLUSION:**

Staff recommends that City Council discuss submittal of a Ballot Argument related to the ballot measure to ban marijuana business activity in the City and provide direction to staff, as appropriate.

**ATTACHMENTS:**

- A. Sample Argument For
- B. Sample Ballot Information

**SAMPLE: Argument For****Vote "Yes" on Measure MJ to Ban All Commercial Marijuana Activity in the City**

Vote "Yes" on Measure MJ to ban all commercial marijuana activity in the City and take control from the marijuana lobby by putting it in the hands of the people.

When California voters approved Proposition 64 in 2016, it allowed local cities to decide for themselves whether to allow commercial marijuana activity or ban it. San Fernando currently has a ban on all commercial marijuana activity in the City, including retail dispensaries, cultivation, manufacturing, and laboratory testing. However, this ban was adopted by the City Council and, as such, can be overturned by a simple majority of City Council, which leaves it susceptible to change after each local election.

Additionally, the flood of tax revenue promised by the marijuana industry in support of Proposition 64 has not materialized in many of the cities that have allowed commercial marijuana activity. The high tax structure that has been imposed by the state of California has taken a large portion of the available tax revenues and left very little margin for cities to generate revenue to cover the cost to regulate and enforce local marijuana activities.

San Fernando has just emerged from many years of General Fund deficits. Creating a new program that will require the City to hire specialized staff to regulate and enforce commercial marijuana activity without sufficient tax revenues to cover the cost of that program will again put City's finances at risk.

A "yes" vote on Measure MJ will solidify the current ban on all commercial marijuana activity in San Fernando, minimize the influence of the well-funded marijuana lobby in future San Fernando elections, and protect the City's finances from a potentially significant financial burden.

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## ATTACHMENT "B"

**SAMPLE: BALLOT INFORMATION**

As part of the Presidential Primary Election to be held this upcoming March 3, 2020, the City Council has called a Special Municipal Election for San Fernando voters to consider a ballot measure that asks the following: ***Shall the City ban marijuana storefront dispensaries and all other cannabis business activities in the City?***

Although the proposed ballot measure ban replicates a City Council-established ban that has been in effect since September 18, 2017, if the ballot measure is approved, the current City Council and all future City Councils would only be able to repeal the ban by a subsequent vote of the people at a City election. If the ballot measure ban is not approved by the voters this coming March 3, 2020, however, the City Council and all future City Councils would maintain discretion to repeal the existing City Council-established ban at any time.

As with the current City Council-established ban, the proposed ballot measure would establish a ban on all commercial cannabis business activities in the City of San Fernando, both medicinal and adult use/recreational. As with the current City Council-established ban, however, the ballot measure does not restrict those cannabis-related activities that are allowed under State law such as the delivery of cannabis products from legal marijuana/cannabis businesses located outside of San Fernando to retail customers in the City of San Fernando or the growing of up to six cannabis plants for personal use only subject to City regulations.

Copies of the ballot measure materials can be found at on the City's website.





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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Councilmember Sylvia Ballin

**Date:** December 12, 2019

**Subject:** Discussion Regarding Start Time for Closed Session Items

**RECOMMENDATION:**

I have placed this item on the agenda for discussion.

**BUDGET IMPACT:**

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.