



*Mayor Antonio Lopez • Mayor Pro Tem Sylvia Ballin
Councilmember Jesse H. Avila • Councilmember Joel Fajardo • Councilmember Robert C. Gonzales
Interim City Manager Fred Ramirez*

SAN FERNANDO CITY COUNCIL
SPECIAL MEETING NOTICE & AGENDA

JANUARY 6, 2014 – 4:30 PM

COMMUNITY MEETING ROOM
117 MACNEIL STREET
SAN FERNANDO, CA 91340

NOTICE IS HEREBY GIVEN that the San Fernando City Council will hold a Special Meeting on **Monday, January 6, 2014, at 4:30 p.m.**, in the Community Meeting Room, located at 117 Macneil Street, San Fernando, California.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

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.

STUDY SESSION

1) REVIEW OF REQUEST FOR PROPOSALS (RFP) FOR VEHICLE TOWING AND STORAGE SERVICES CONTRACT

Recommend that the City Council:

- a. Review the Draft RFP for Vehicle Towing and Storage Services Contract and provide staff with comments and suggested revisions; and



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- b. Direct the Interim City Manager and the Acting Chief of Police to make the Council suggested revisions to the RFP for Vehicle Towing and Storage Services Contract and make said RFP available to prospective towing contractors pursuant to the City's public noticing requirements.

2) DEVELOPMENT ALTERNATIVES FOR COMPRESSED NATURAL GAS FACILITIES PRESENTATION

Recommend that the City Council receive and file. Staff will provide a verbal report; no action is required.

RECESS TO CLOSED SESSION

- A) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)
 Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive, City of San Fernando (APNs 2613-001-900, 2613-001-901, 2613-001-902, 2613-001-903, 2613-001-904, 2613-001-905 and 2613-004-900)
 Agency Negotiator: Interim City Manager / Community Development Director Fred Ramirez, Lead Negotiator
 Negotiating Parties: Mission Community Hospital and Deanco Healthcare, LLC
 Under Negotiation: Price and Terms of Proposed Lease Assignment, Price and Terms of Landlord Waiver, and Price and Terms of Second Lease Amendment
- B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)
 Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive, City of San Fernando (APNs 2613-001-900, 2613-001-901, 2613-001-902, 2613-001-903, 2613-001-904, 2613-001-905 and 2613-004-900)
 Agency Negotiator: Interim City Manager / Community Development Director Fred Ramirez, Lead Negotiator
 Negotiating Parties: Deanco Healthcare, LLC
 Under Negotiation: Price and Terms of Sale of Said Property
- C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)
 Property: 1211 First Street, City of San Fernando (APN 2520-024-902)
 Agency Negotiator: Interim City Manager / Community Development Director Fred Ramirez, Lead Negotiator
 Negotiating Parties: David Dardashty
 Under Negotiation: Price and Terms of Sale of Said Property



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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.

Elena G. Chávez, City Clerk

Signed and Posted: January 2, 2014 (12:45 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk's Office. 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's Office 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 Web Site at 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's Office at (818) 898-1204 at least 48 hours prior to the meeting.

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San Fernando City Council Special Meeting

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POLICE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim City Manager
By: Robert Parks, Acting Chief of Police
Nichole Hanchett, Acting Police Lieutenant

DATE: January 6, 2014

SUBJECT: Consideration of Draft Request for Proposals (RFP) for Vehicle Towing and Storage Services Contract

RECOMMENDATION:

It is recommended that the City Council:

- a. Review the Draft RFP for Vehicle Towing and Storage Services Contract (Attachment "A") and provide City staff with comments and suggested revisions; and,
- b. Direct the Interim City Manager and the Acting Chief of Police to make the City Council suggested revisions to the RFP for Vehicle Towing and Storage Services Contract and make said RFP available to prospective towing contractors pursuant to the City's public noticing requirements.

BACKGROUND:

1. On April 1, 1996, the City of San Fernando and Black and White Garage, Inc. entered into a Franchise Agreement for Vehicle Towing and Storage Services (City Contract No. 1280), which gave Black and White Garage, Inc. exclusive rights for vehicle towing services to the City. The term of this agreement was for three (3) years.
2. On February 3, 2003, the City of San Fernando and Black and White Garage, Inc. entered into a new Franchise Agreement for Vehicle Towing and Storage Services (City Contract No. 1476), which gave Black and White Garage, Inc. exclusive rights for vehicle towing services to the City. The initial term of this agreement was for four (4) years, with an option to renew this agreement for two (2) additional one-year terms.

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3. On March 30, 2009, the City of San Fernando and Black and White Garage, Inc. entered into a new Franchise Agreement for Vehicle Towing and Storage Services (City Contract No. 1608), which gave Black and White Garage, Inc. exclusive rights for vehicle towing services to the City. The initial term of this agreement was for five (5) years which is set to expire on March 29, 2014, unless the agreement was renewed by the City for an additional five (5) year term. (See Attachment "B".)
4. On November 26, 2013, Black and White Garage, Inc. submitted a letter requesting that the Acting Chief of Police extend the current contract with Black and White Garage, Inc. for an additional five (5) year term as allowed under the current franchise agreement.
5. On December 2, 2013, the City Council held a study session to discuss the current Franchise Agreement for City vehicle towing and storage services and to provide City staff with direction on the pending RFP process to consider a new franchise agreement for City vehicle towing and storage services. As part of the discussion, the City Council directed City staff to bring back a draft of the RFP for Vehicle Towing and Storage Services Contract on January 6, 2014, prior to proceeding with the RFP process to solicit proposals from prospective towing contractors.
6. On December 9, 2013, Acting Chief Parks notified Black and White Garage, Inc. in writing that based on City Council direction to City staff at their December 2, 2013 meeting, the City would not be extending the current franchise agreement an additional five (5) years. Furthermore, the Chief informed them that the City would begin the RFP process to solicit proposals from qualified vendors to provide the City with vehicle towing and storage services under a new contract. In addition, Black and White Garage, Inc. was also encouraged to participate in the upcoming RFP process.

ANALYSIS:

Summary of RFP:

The City has a regular need for the towing and secure storage of vehicles pursuant to the facilitation of various Penal and Vehicle code requirements, and City ordinances that require such operations. Vehicle towing and storage operations generally consist of 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. Because the City lacks the facilities, equipment or personnel to perform the services needed, the City must solicit qualified and competent vendors to perform those functions.

In 1996, the Police Department developed specifications based on department and community needs and solicited bids for contractual services. Since that time, the City has awarded the Franchise Agreement to Black and White Garage, Incorporated. Black and White Garage, Inc. has provided towing services for the San Fernando Police Department since the late 1940s and is a City of Los Angeles Official Police Garage (OPG).

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In order to facilitate this current RFP, Police Department personnel have reviewed the existing vehicle towing and storage services contract to ensure that it continued to meet the needs of the department and the community. The specifications contained within the existing contract reflect a system that has worked well for the Police Department and the community. The process of this RFP is to ensure that the best-qualified vendor is selected.

Police Department personnel drafted an RFP and submitted copies to both the Interim City Manager and the City Attorney for review. Out of that process, several changes were noted and incorporated in the attached draft of the RFP for City Council consideration.

Key Components of RFP Evaluation Process:

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

1. The ability, capacity, and skill to perform the agreement or provide the service required.
2. The facilities to perform the agreement and provide the service within the time specified without delay of interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
4. The vendor's record of performance on previous contracts or services with other entities.
5. The previous and existing compliance by the vendor with laws and ordinances relating to the towing and storage of vehicles'.
6. The sufficiency of the vendor's financial resources and ability to perform the agreement or provide the services requested.
7. The ability of the vendor to meet the City's requirements under the Franchise Agreement, particularly with respect to the amount of insurance required for general liability, automobile, worker's compensation, and professional errors and omissions.
8. The quality, availability, and adaptability of the facilities, staff, and equipment.
9. The number and scope of conditions, limitations and or provisions attached to the proposal. Please be advised that any conditions, limitations, or provisions attached to the proposal may render it nonconforming and cause it to be rejected.
10. The projected response time to calls for service.

Consideration of Draft Request for Proposals (RFP) for Vehicle Towing and Storage Services Contract
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The process to evaluate the proposals will be based on the following criteria:

- **General Provisions:**
Permits, certificates, and sufficient insurance coverage
- **Storage Provisions:**
Primary storage lot
Investigative hold area
Secondary storage lot
Method of storing vehicles
Storage area enclosures
Office facilities and amenities for the public
Ability to perform body and fender repair
- **Staffing Provisions:**
Sufficient personnel
Dispatcher(s)
Tow Operators
- **Vehicle and Equipment Provisions:**
Radio equipped vehicles
Dispatcher's office radio communications
Vehicle equipment including jacks, blocks, etc.
Off street parking for tow trucks
Tow unit markings
- **Insurance Coverage and Ability to Indemnify the City**

After a review of the proposals, Police Department personnel will conduct an on-site visit to assess and photograph the vendor's facilities and general operations. Police Department personnel will use a checklist to ensure that each prospective vendor is evaluated on a consistent scale. At the conclusion of the on-site visits, Police Department personnel will examine the results of the visits to determine the suitability of each vendor and review said results with the Interim City Manager. Subsequent to this review, City staff will recommend the vendor that is determined to be the most qualified to meet the required scope of services sought by the City and suggest said vendor to the City Council. The results of the RFP and evaluation process and the suggested vendor to be awarded the franchise agreement for City vehicle towing and storage services will be included as part of a memorandum to the City Council at a future meeting.

Next Steps:

Based on City Council direction on any required revisions, City staff anticipates the following schedule for the solicitation of RFPs, staff review and subsequent consideration by the City Council of submitted proposals:

Consideration of Draft Request for Proposals (RFP) for Vehicle Towing and Storage Services Contract
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1. Council review of Draft RFP for Vehicle Towing and Storage Services Contract
Monday, January 6, 2014
2. Staff Publication of RFP for Vehicle Towing and Storage Services Contract
Tuesday, January 14, 2014
3. Deadline to Submit RFPs
Thursday, February 13, 2014
4. Council Consideration of an award of contract for Vehicle Towing and Storage Services Contract
Monday, March 17, 2014
5. Expiration of existing Franchise Agreement with Black and White Garage, Inc.
Saturday, March 29, 2014.

CONCLUSION:

City staff has prepared the draft RFP for Vehicle Towing and Storage Services with the intent to ensure that City retains a towing contractor that provides vehicle towing and storage services that meet the needs of the department and the community. The scope of services noted in the draft RFP are intended to address Police Department operational needs as it relates to supportive vehicle towing and storage services. Council input at this stage in the development of the RFP will also ensure that the best-qualified vendor is selected.

BUDGET IMPACT:

There are no additional costs to the Fiscal Year 2013-2014 General Fund. The cost of City staff and City Attorney time to prepare the RFP for Vehicle Towing and Storage Services and the associated Franchise Agreement have already been budgeted as part of the FY 2013-2014 Budget. It is anticipated that the new Franchise Agreement will result in new franchise fee revenues associated with the operation of the vehicle towing and storage services provided by the selected vehicle towing contractor.

ATTACHMENT:

- A. Draft Request for Proposals for Vehicle Towing and Storage Services Contract
- B. Contract No. 1608

ATTACHMENT "A"



DRAFT

REQUEST FOR PROPOSALS (RFP)
Vehicle Towing and Storage Service
Issue Date: Tuesday, January 14, 2014

PROPOSALS DUE

Thursday, February 13, 2014

PROPOSAL SUBMITTAL

Three (3) Proposal Copies

DELIVERY ADDRESS

City of San Fernando
Office of Administration
117 Macneil St.
San Fernando, CA 91340
Attention: Elena Chávez, City Clerk

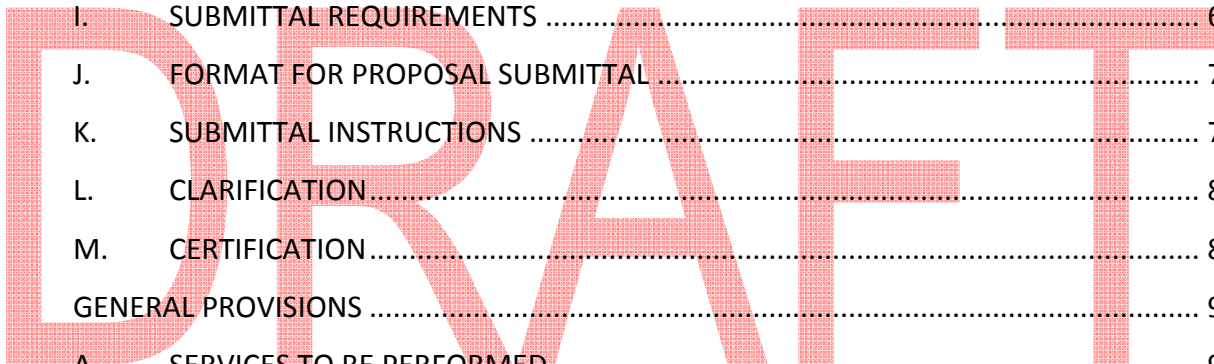
QUESTIONS

SFPD Lieutenant Nichole Hanchett
(818) 898-1255
nhanchett@sfcity.org



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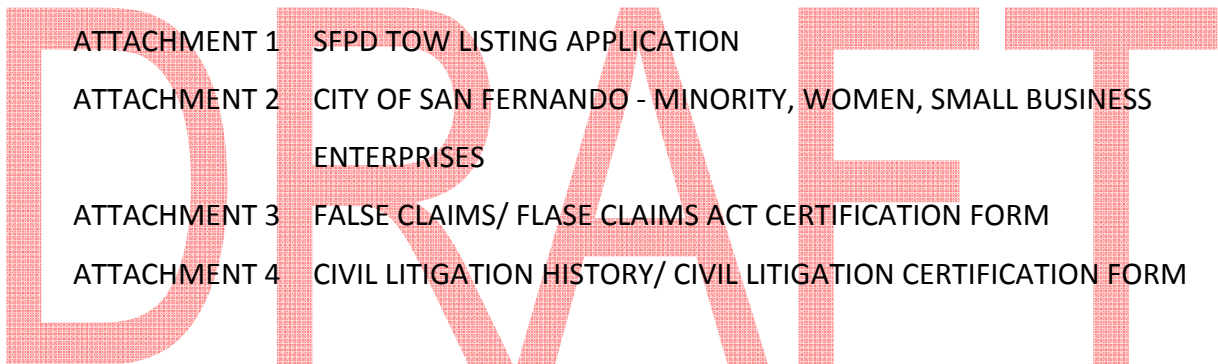
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CITY OF SAN FERNANDO

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

I. INTRODUCTION

The City of San Fernando is requesting proposals from qualified towing vendors to provide vehicle towing and secure storage services under franchise to the City of San Fernando. The City invites qualified vehicle towing and secure storage service operators to submit proposals to provide these services. The franchise agreement awarded to the firm with the selected proposal (hereafter referred to as the "Franchisee") will be for a five-year term.

A. BACKGROUND

The City of San Fernando last awarded a franchise for vehicle towing and secure storage services in 1995. In accordance with the applicable provisions of the City's Purchasing Ordinance, the City is hereby soliciting proposals from qualified towing service operators to provide vehicle towing and secure storage services.

The selected Franchisee will enter into a formal operating agreement (the "Franchise Agreement") with the City of San Fernando. As part of the RFP for Vehicle Towing and Secure Storage Services ("the RFP"), 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.

B. REQUEST FOR PROPOSALS PROCESS

This RFP includes the specifications that are to be used to prepare the proposal. The SFPD Tow Listing Application and the Minority/Woman and Small Business Enterprise Applicant's List Questionnaire are included. The City Clerk at 117 Macneil Street, San Fernando, must receive proposals by 2:00 p.m., Thursday, February 13, 2014. A completed Tow Listing Application and Minority/Woman and Small Business Enterprise Applicant's List Questionnaire must be submitted at that same time.

All inquiries or comments regarding the RFP or the scope of work requested thereunder must be in writing and should be directed to Lieutenant Nichole Hanchett at San Fernando Police Department, 910 First Street, San Fernando, California 91340-2993 or sent via e-mail to nhanchett@sfcity.org. No telephone inquiries will be accepted. Inquiries must be received by the City no later than 12:00 noon on Tuesday, February 4, 2014. The City's responses to inquiries will be communicated in writing to all proposers by Thursday, February 6, 2014, by 5:00 P.M. Inquiries received after 12:00 noon on Tuesday, February 4, 2014, will be returned unanswered. Except as set forth above, responses to inquiries or comments provided by any department,

RFP for Vehicle Towing and Secure Storage Services**Page 2 of 25**

employee, or City office concerning this RFP shall not be valid, and City shall not be bound by such responses or comments. The selection process includes a review of the required forms and a facility inspection. The City Council will select a firm after staff completes this review.

C. METHOD OF SELECTION

Each proposal must provide detailed information sufficient to evaluate the proposer'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 previous contracts or services with the City and/or other municipalities.
5. Qualifications, resumes and references for similar work completed within five (5) years.
6. Knowledge of City codes and procedures.
6. The previous and existing compliance by the proposer with laws and ordinances relating to the towing and storage of vehicles.
7. The financial strength of the proposer to provide the level and scale of service called for under this RFP, 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.
8. Ability of the proposer to meet the City's requirements under this RFP and the Franchise Agreement.
9. The quality, availability and adaptability of the proposer's physical facilities, staff, and equipment.
10. 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 RFP.

RFP for Vehicle Towing and Secure Storage Services**Page 3 of 25**

11. Projected response time to calls for service.
12. 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.
13. 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.

The City reserves the right to reject any and all proposals, to waive any informalities in any proposal, and to select the Proposal that best meets the City's needs. Proposals will be considered only in their entirety. Late or incomplete proposals will not be considered, and the City reserves the right to determine the completeness of all proposals. 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.

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.

The City staff will negotiate a contract with the best qualified proposer for the desired consulting services. Should the City staff be unable to negotiate a satisfactory contract with the Proposer considered to be the most qualified, negotiations with that firm shall be formally terminate. Negotiations will then be undertaken with the next most qualified proposer. Failing accord with the second most qualified firm, the City will terminate negotiations and continue the negotiations process with the next most qualified firms in order of their evaluation ranking until an agreement is reached and a Proposer is selected and an agreement is executed.

The City of San Fernando encourages the participation of minority, women-owned and small business enterprises to provide goods and services to the city. Please complete the attached questionnaire should you wish to be considered for inclusion on the City's Minority/Women and Small Business Enterprise Application List.

RFP for Vehicle Towing and Secure Storage Services**Page 4 of 25****D. PROPOSAL INFORMATION**

The purpose of this Request for Proposals (RFP) is to select a proposer for the City to provide various services as outlined within this RFP. The City intends to select one Proposer to perform the Franchise Agreement; however, joint Proposals will be considered, providing a lead towing operator is identified.

Services under the Franchise Agreement may require use of eligible State and Federal and other grant Funds based on reimbursement. The City complies with the requirements of OMB Circular A-102.

The City recognizes there may be questions or items requiring discussion prior to the proposer preparing its Proposal. Any questions contact Lieutenant Nichole Hanchett at 818-898-1255. If it appears a formal session with candidate proposers is required, such will be scheduled. The City's objective is to ensure an appropriate exchange of information prior to proposal preparation to minimize both wasted effort by towing service operators during proposal preparation and unnecessary follow-up by City personnel during the evaluation process.

The term of the contract will be for **five (5) years**, beginning on effective date of the agreement. The following is a general Proposer selection outline and anticipated schedule:

- | | |
|--|--------------------------------|
| • Proposal due date | February 13, 2014 (by 5:00 PM) |
| • Evaluation of Proposals | February 24, 2014 |
| • Proposer Interviews | March 4, 2014 |
| • Recommendation to City Council and Award | March 17, 2014 |

No amendments, additions, or alternates will be accepted after the above submission date.

Each Proposal shall be considered valid and binding for a **period of 120 days** from the date of its submittal.

All Proposals and documents submitted will become the property of the City. Anything considered to be proprietary should be so designated.

E. COST OF PROPOSAL/RFP PREPARATION

The proposer is responsible for any costs incurred by the proposer, or their subcontractors, in responding to the RFP. The City accepts no financial responsibility for any costs incurred by the proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the proposer.

RFP for Vehicle Towing and Secure Storage Services**Page 5 of 25****F. PUBLIC RECORD**

All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. The City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and the City shall be under no obligation to the Proposer to withhold such records. In so far as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages of proprietary. With respect to information deemed proprietary, the procedures set forth under the "Confidential Information" Section below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

G. CONFIDENTIAL INFORMATION

The City reserves the right to make copies of Proposer's proposal available for inspection and copying by members of the public, (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Govt. Code Section 6250 et seq.) or other applicable state or federal law. In the event the City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, the City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give the City written notice of Proposer's objection to the City's release of proprietary information. The City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following the City's issuance of the notice of intent to disclose; (iii) ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

RFP for Vehicle Towing and Secure Storage Services**Page 6 of 25****H. DISCRIMINATION**

The Proposer and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, veteran status, or any other protected class in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

I. SUBMITTAL REQUIREMENTS

This RFP is intended to assess each firm's general capabilities as they would apply to the City and to evaluate specific responses to the expected scope of work. Each Proposer must address each of the following items in their response to this RFP.

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 Project Manager's background and experience (where applicable).
4. Provide general contact information including the name of the proposed Project Manager, the office from which he/she will work, address, phone, FAX and e-mail address.
5. Provide a minimum of three 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) and 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 Sections II and III of this RFP, including experience and credentials of the personnel who will be assigned to the project. Provide a list of outside funding sources obtained for clients over the last ten years. Include client name, fund source, project, year, and grant amount.
9. Provide a quotation for the hourly rates and minimum hours for each City visit applicable to all staff proposed to work on City projects by classification (not name) including Project Manager (where applicable). Also include any additional cost (such as mileage, copying, etc.) if applicable. Rates shall remain firm for a minimum of three (3) years from contract commencement date. Hourly rates quoted at the commencement of any specific project shall remain firm throughout the duration of that project unless specified otherwise. **The hourly rate schedule shall clearly designate hourly rates for various as- needed services**

RFP for Vehicle Towing and Secure Storage Services
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each fiscal year from the effective date of the Franchise Agreement in 2014 through June 30, 2017 and shall be part of the Proposal.

10. Complete and provide the forms attached to this RFP as Attachment A (False Claims Act Certification) and Attachment B (Civil Litigation History/Certification).

J. FORMAT FOR PROPOSAL SUBMITTAL

Limit your proposal to **30 typed pages** or less (excluding cover letter, table of context, dividers and attachments) with minimum font size of 12 point. Resumes can be in addition to the page limit.

Firms are required to adhere to the following format in their proposals:

- Letter of Transmittal
- Executive Summary
- Qualifications of persons to be assigned to City of San Fernando
- List of references
- List of contracts with other local agencies (including City of San Fernando)
- Rate Schedule for Five Years
- List of outside funding sources obtained
- Proposer's understanding of the City's needs
- Limit of General Liability and Professional Liability Insurance
- Names and qualifications of sub Proposers, if any
- General company information

K. SUBMITTAL INSTRUCTIONS

Submit three (3) copies of the Proposal to the address below by Thursday, February 13, 2014. Late proposals will not be accepted.

City of San Fernando
Office of Administration- City Clerk
117 Macneil St.
San Fernando, CA 91340
Attention: Elena Chávez, City Clerk

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L. CLARIFICATION

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed Lt. Nichole Hanchett at nhanchett@sfcity.org.

The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.

M. CERTIFICATION

By submitting a proposal, the Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

DRAFT

RFP for Vehicle Towing and Secure Storage Services**Page 9 of 25****II. 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.

RFP for Vehicle Towing and Secure Storage Services**Page 10 of 25****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.

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; and
4. 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 SFPD 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

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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:

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- 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:

RFP for Vehicle Towing and Secure Storage Services**Page 13 of 25**

- 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 insureds under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this RFP 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

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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

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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 RFP in which Agreement the subcontractor fully indemnifies the City in accordance with this RFP 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 RFP 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 SFPD personnel or its designated representative. Any deficiencies shall be corrected as soon as practicable upon request of the SFPD.

RFP for Vehicle Towing and Secure Storage Services**Page 16 of 25****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 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.

RFP for Vehicle Towing and Secure Storage Services**Page 17 of 25****P. LIEN ON STORED VEHICLES**

The SFPD 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 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 SFPD, 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.

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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 SFPD 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.

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 RFP is \$45.00 per vehicle towed.

The Franchise Fee payment of \$45.00 per vehicle towed shall be paid on a quarterly basis 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.

RFP for Vehicle Towing and Secure Storage Services**Page 19 of 25****III. 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 SFPD 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.

RFP for Vehicle Towing and Secure Storage Services**Page 20 of 25****IV. STORAGE PROVISIONS**

The Franchisee shall provide a total storage capability for 150 vehicles.

A. PRIMARY STORAGE LOT

The Franchisee shall at all times provide and maintain a Primary Storage Facility with a minimum storage capacity of 100 vehicles dedicated to the storage of vehicles from SFPD pursuant to the Franchise Agreement. The Primary Storage Facility shall be no more than five miles from the San Fernando 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. This Investigation Hold Area shall:

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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 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

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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.

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.

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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 an SFPD 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. 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.

RFP for Vehicle Towing and Secure Storage Services**Page 24 of 25**

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 SFPD 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 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

RFP for Vehicle Towing and Secure Storage Services**Page 25 of 25**

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. 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.

RFP for Vehicle Towing and Secure Storage Services**Page 26 of 25****V. STAFFING PROVISIONS****A. SUFFICIENT PERSONNEL**

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

1. Receive calls from the SFPD 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 SFPD 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.

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;

RFP for Vehicle Towing and Secure Storage Services**Page 27 of 25**

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 SFPD 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 SFPD 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.

RFP for Vehicle Towing and Secure Storage Services**Page 28 of 25****VI. VEHICLES AND EQUIPMENT PROVISIONS****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 SFPD communications center.

B. DISPATCHER'S OFFICE RADIO COMMUNICATIONS

The 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. The 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. The Franchisee shall maintain a minimum of three (3) 14,000 to 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 3,000 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.

The Franchisee shall maintain a minimum of one (1) 14,000 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. The Franchisee may subcontract for heavy-duty

RFP for Vehicle Towing and Secure Storage Services**Page 29 of 25**

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

RFP for Vehicle Towing and Secure Storage Services**Page 30 of 25**

(m) 25 foot recovery chain

(n) Trash can and absorbent.

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.

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VII. ATTACHMENTS

- ATTACHMENT 1 SFPD Tow Listing Application**
- ATTACHMENT 2 City of San Fernando – Minority, Women, Small Businesses**
- ATTACHMENT 3 False Claims/False Claims Act Certification Form**
- ATTACHMENT 4 Civil Litigation History/Civil Litigation Certification Form**

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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? <input type="checkbox"/> YES <input type="checkbox"/> NO	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 <input type="checkbox"/> YES <input type="checkbox"/> NO		
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 B (19,501 – 33,000 GVWR)	
<input type="checkbox"/> CLASS C (33,001 – 50,000 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

ATTACHMENT 2
CITY OF SAN FERNANDO – MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

PROSPECTIVE CONTRACTOR SHALL FURNISH THE FOLLOWING INFORMATION
 TO BE SUBMITTED WITH THE CONTRACTOR'S PROPOSAL

BUSINESS NAME: _____

ADDRESS (P.O. BOX NOT ACCEPTABLE): _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____ PHONE NUMBER: (____) _____

1. MINORITY OWNED

Composition of ownership (more than 50% of ownership of the organization):

Please check one of the following:

- Black American Asian/Pacific American Native American
 Hispanic American Other Ethnicity

2. WOMEN OWNED

More than 50% of this business is owned by women:

- Yes No

3. SMALL BUSINESS ENTERPRISE

This business enterprise collects \$1,000,000 or less in gross revenue per year.

- Yes No

Does your firm intend to use subcontractors or independent contractors for this project?

- Yes No

If yes, all others must fill out the proposer's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

- Yes No

If yes, please list name(s) and telephone numbers(s) of certifying agencies.

**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.

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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:

DRAFT

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 4
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)

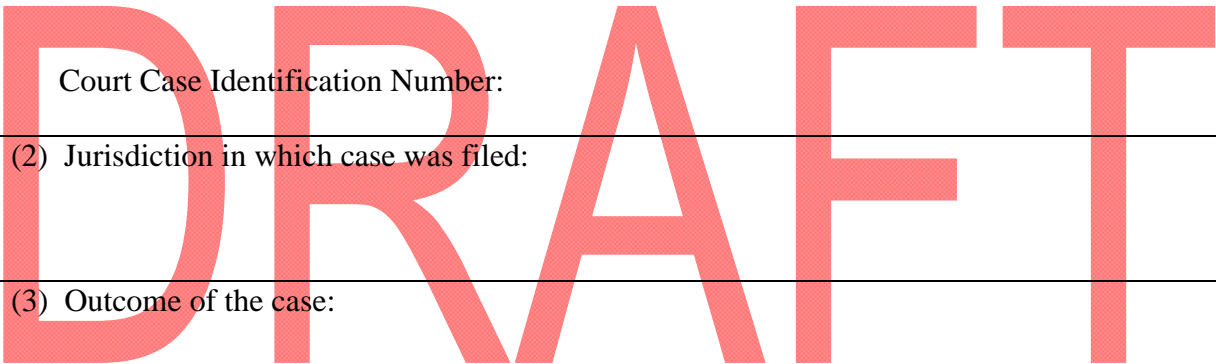
of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

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



FRANCHISE AGREEMENT

FOR

VEHICLE TOWING AND STORAGE SERVICES

BETWEEN

THE CITY OF SAN FERNANDO

AND

BLACK & WHITE GARAGE, INC.

DATED MARCH 30, 2009

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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 30th day of March, 2009, by and between the City of San Fernando, a municipal corporation ("City"), and Black and White Garage, Inc., a California Corporation ("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.

D. City and Franchisee have previously entered into that certain Franchise Agreement for Vehicle Towing and Secure Storage Services dated February 3, 2003 (the "Prior Agreement"), which Prior Agreement expired by its terms on February 6, 2009. Franchisee has continued to provide towing services to City pursuant to the terms of the Prior Agreement, during the negotiation of this Agreement.

E. The Parties desire to amend the Prior Agreement to adjust the franchise fee and vehicle release fees, and to make other changes. The Parties have determined that the most efficient way to implement the amendment is to enter into this new Agreement, which supercedes the Prior Agreement

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.

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 "City Code"). 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. Term.

2.4.1. Initial Term. The term of this Agreement shall commence on March 30, 2009, and shall continue thereafter for five (5) consecutive years. This Agreement shall expire and terminate at 11:59 p.m. on March 29, 2014, unless this Agreement has been renewed for a

subsequent term as provided for in Section 2.5.2 of this Agreement or earlier terminated as provided in Section 2.6 herein.

2.4.2. Renewal Term. Commencing with the date of execution of this Agreement, City delegates to the Chief of Police the option to renew this Agreement for an additional five (5) year term. The extension of the term, if exercised by the Chief of Police, is subject to the following:

(a) Franchisee must file with City, at least one-hundred twenty (120) days prior to the expiration of the then current term, a written request for extension citing this provision; and

(b) The Chief of Police, in the reasonable exercise of his discretion, may approve or deny Franchisee's request upon consideration of Franchisee's past conduct under this Agreement and the applicable provisions of the CITY CODE. Notwithstanding the foregoing, this Agreement shall remain subject to suspension and/or termination during any renewal term pursuant to the provisions set forth in Section 2.6 herein.

2.5. 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:

2.5.1. 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 this Agreement are, or at any time during the term of this Agreement, become materially false or inaccurate.

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

(i) Fails to provide the equipment, (i) 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 and 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 such notice.

2.5.2. 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. The 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.

2.6. Conflicts with San Fernando City Code.

2.6.1. Conflicts. All provisions of the CITY CODE 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.

2.6.2. Application of Amendments. Should the CITY CODE 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, the 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. 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.

3.1.2. Rate Adjustments. 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.

3.2. Schedule of Payment.

3.2.1. Payment of Franchise Fees. The first franchise fee payment shall be due July 15, 2009, and shall cover the period from the date of this Agreement until June 30, 2009. Thereafter, the franchise fee shall be payable quarterly, on or before the 15th day of the month following the end of each preceding calendar quarter. 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 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 keep the City Representative informed of the progress of the performance of Towing Services, and Franchisee shall refer any decisions that must be made by City to the City Representative. 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, any approval of Franchisee required hereunder shall mean the approval of the Franchisee Representative.

3.3.3. City Representative. The City Representative shall be the primary contract administrator for City. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

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 Paragraph 11 of the Service Provisions. Prior to performing any services pursuant to this Agreement, Franchisee shall provide proof of insurance in a form reasonably acceptable to the City Clerk.

4.2. Indemnification.

Franchisee shall defend, indemnify and hold harmless City, its officers, agents, and employees, from and against any and all losses, damages, costs, charges, and expenses of whatsoever kind and nature, including attorney's fees, which the City, its officers, agents, and employees may at any time sustain or incur as a result of the privileges herein granted, or any activity by Franchisee, his agents, or employees, or by reason of the performance of this Agreement on the part of the Franchisee.

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

with a copy to:
Michael Estrada, Esq.
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071

Franchisee: Black & White Garage, Inc.
P.O. Box 330189
Pacoima, California 991331
Attn: Bart Torres, Chief Executive Officer

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.

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 law 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 3.7.

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.

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 in the Service Provisions.

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 schedule approved and adopted by the City Council.

5.5. Franchisee's General Duties.

Franchisee shall:

a. In response to all requests for service, arrive at the scene of the requested tow within fifteen (15) minutes of the time that the Police Department notifies the Franchisee of the tow request.

b. Provide security and management of towing, storage and other functions required in the Service Provisions, and particularly to provide management systems capable of implementing the towing, storage or release of any vehicle on a 24-hour basis.

c. 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. Provide the names, identification and other 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.

e. 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.

f. Permit and facilitate any inspections or audits that City may require.

[Signatures begin on next page]

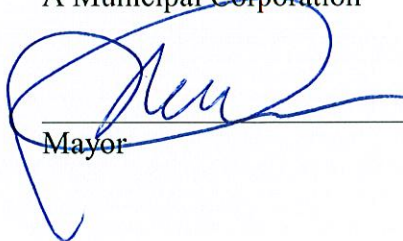
ARTICLE 6. SIGNATURES.

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.

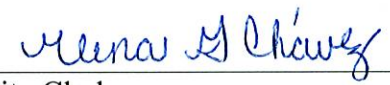
IN WITNESS WHEREOF, City and Franchisee have caused the within Agreement to be duly executed by their respective officers.

CITY OF SAN FERNANDO
A Municipal Corporation




Mayor

ATTEST:



City Clerk

FRANCHISEE: BLACK & WHITE
GARAGE, INC.

By: 

Name: BART TORRES
Title: PRESIDENT / CEO

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:



City Attorney

EXHIBIT A

**VEHICLE TOWING AND SECURE STORAGE
SERVICE PROVISIONS**

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CITY OF SAN FERNANDO

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

I. GENERAL PROVISIONS

1. **Services to be Performed**

Contractor 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, and necessary service to heavy duty vehicles on the highways.

2. **Conduct**

Contractor shall conduct business in an ethical and orderly manner so as to maintain the confidence of the community. While Contractor 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, Contractor and his/her employees shall maintain a fair, impartial, and reasonable attitude, and perform his duties in a courteous manner. The Contractor's and his/her employees' statements and actions shall be the result of considered judgment and absent of personal opinion or bias.

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

3. **Regulation**

Contractor shall comply with all applicable laws, including state laws and local ordinances, shall make all reports required by the California Vehicle Code, and shall follow all reasonable rules or regulations which the SFPD may prescribe governing the conduct of Contractor's operations under this agreement.

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

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4. Cooperation

Tow unit operators shall abide by the lawful decisions of all SFPD personnel and shall cooperate in removing and/or in impounding vehicles.

5. Supervision

Contractor is subject by law to the regulatory powers of the City, and all relevant records, equipment and storage facilities are subject to periodic inspection by the Chief of Police or his/her designee to determine if the Contractor's storage lots are in compliance with the rules and regulations of the City.

6. Priority and Response Time

Contractor shall furnish services under these Service Provisions promptly and at any time during the day or night, and when called by the SFPD and shall:

1. Give priority to City calls, unless, in the event that multiple agency requests for services are received at the same proximate time, Contractor shall assign response priority to the request of the most urgent nature based upon information received;
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; and
4. Immediately responds when called to a scene where a child is locked in a car or other similar emergency.

7. Administration

The SFPD shall administer this Agreement on behalf of the City and Contractor shall abide by the directions and decisions of SFPD personnel at the scene of a call.

8. Settlement of Disputes

The Chief of Police of SFPD or his/her representative shall settle all disputes between Contractor and an owner of a vehicle arising from fees charged or actions made while rendering services under these Service Provisions. Contractor shall make no demands upon the owner of a vehicle for a sum in excess of the amount the Chief of Police or his/her representative determines to be reasonable. The decision of the

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

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Chief of Police or designee shall be binding on all parties involved. The Chief of Police or his/her representative may hold an administrative hearing if any party to the dispute so requests.

Inquiries pertaining to the conduct, practices, and regulation of the Contractors may be referred to the San Fernando Police Department, 910 First Street, San Fernando, California, 91340; (818) 898-1267.

9. City Not Liable

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

10. Reports to be Made to City**1. Monthly Reports**

Contractor shall provide the SFPD on the fifteenth (15th) day of each month with a written list of: (1) all vehicles impounded during the past month; (2) all vehicles currently on Contractor's premises which were removed from a traffic accident site handled by the SFPD; and (3) the tow unit operators employed by the Contractor during any period of the reporting month. This list of impounded vehicles shall include vehicle owner's name and address (if known), vehicle make, license and motor number, and Police DR number. This list vehicles removed from traffic accident sites shall include vehicle license number, date of storage, reason for storage, and Police DR number, if applicable. The list of tow unit operators shall contain the tow unit operator's name, and license number, classification and expiration date.

Contractor shall provide an explanation of each tow requiring an excess of one hour.

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

2. Weekly Reports

Contractor shall provide SFPD on a weekly basis with a written report of all vehicles:

- a. Originally impounded by a public agency but that have remained in storage beyond seven (7) calendar days.

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

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- b. Originally impounded with a criminalistics/evidentiary hold, but that have remained in storage beyond seven (7) calendar days.
 - c. Sold during the preceding week in accordance with statutorily approved lien procedures.
3. Miscellaneous Reports

Contractor shall notify the Chief of Police or his/her designee in writing of any sale or disposal of a stored vehicle or vehicle part to an individual known to Contractor or his/her as a City employee within ten (10) days of the sale or disposal.

11. Indemnity and Insurance Requirements

1. Contractor shall indemnify and hold harmless the City, its officer, agents, and employees, from and against any and all losses, damages, costs, charges, and expenses of whatsoever kind and nature, including attorney's fees, which the City, its officers, agents, and employees may at any time sustain or incur as a result of the privileges herein granted, or any activity by Contractor, his agents, or employees, or by reason of the performance of this Agreement on the part of the Contractor.
2. Contractor shall, at its own cost, provide insurance as described herein and ensure that all subcontractors provide insurance as described herein. Insurance shall include the following (or broader) coverage:
 - a. Commercial General Liability Coverage. Commercial General Liability coverage "occurrence" with minimum limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate.
 - b. Business Auto Coverage. Automobile liability coverage, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident.
 - c. Workers' Compensation and Employers Liability. Workers' compensation insurance complying with California workers' compensation laws, including statutory limits for workers' compensation and Employer's Liability limits of \$1,000,000 per accident or disease.
 - d. Deductibles and Self-Insured Retentions. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to and approved

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

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by the City. At the option of the City, Contractor either: reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

e. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1) Commercial General Liability Coverage.

- a) City, its officers, officials, employees and volunteers shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the towing and storage services furnished under these Service Provisions
- b) The Contractor's insurance coverage shall be primary insurance as respects the City, 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 Contractor's insurance and shall not contribute with it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

2) Commercial General and Automobile Liability Coverages.

- a) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.

3) All Liability Coverages.

- a) No liability insurance coverage provided to comply with this Agreement or otherwise shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss.

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

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Contractor waives its right of subrogation against the City.

- 4) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City Clerk of the City.
- f. Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. Best and Company rating level of A or better and Class VII or better.
- g. Verification of Coverage. Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificates of insurance and original endorsements evidencing coverage required by this Section 11. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required policies, at any time.
- h. Contractor shall also make restitution for any loss or damage suffered by the owner of a vehicle while in the Contractor's possession. Contractor shall file with the Chief of Police of the SFPD a policy or certificate of insurance, which shall inure to the benefit of any person who may be injured or damaged by the acts, negligence, or operations of Contractor in the conduct of such business, or in the operation or maintenance of the equipment used, such policy to be limited to not less than \$1,000,000 for the injury or death of one or more persons in any one accident, and \$50,000.00 for injury to or destruction of property in any one accident. In addition, the policy shall include insurance for fire, theft, and explosion, in the minimum amount of \$50,000 and collision coverage subject to a \$500 deduction, with each occurrence deemed a separate claim.

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

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- i. All policies required pursuant to this Section 11 shall be submitted to City Risk Manager for approval as to form.

12. Contractor's Records, etc. Open to Inspection

All records, equipment, and storage facilities shall be open to periodic inspection by SFPD or its representative. Any deficiency shall be corrected as soon as practicable upon request of the SFPD.

13. Impound Reports

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. Contractor 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.

14. Notifications

Contractor'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.

15. Storage

Storage shall commence at the time the vehicle arrives at the storage facility. Storage charges shall be based on a daily rate. The daily rate extends from 12:00 a.m. to 11:59 p.m.

Storage fee exceptions for vehicles that the City causes to be towed, stored, or impounded:

1. Contractor shall waive the storage fee when a release request is made within the first hour of storage.
2. Per SB 887 (1992, Lockyer), Contractor shall charge a one day storage fee when a release request is made within 24 hours of storage, regardless of the calendar date.
3. Contractor shall waive the one days' storage fee when a release request is made between 7 p.m. and 12 a.m. providing the Contractor releases the vehicle within the mandatory release hours of (7 a.m. to 7 p.m.) of the

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following day.

16. Impound Hearings

Contractor shall post and maintain the Vehicle Impound Hearing Rights Sign in a conspicuous location in Contractor's storage lots, clearly visible to the public. Contractor shall distribute a Vehicle Impound Hearing Rights Notice and written directions to the SFPD to any person who has had a vehicle impounded and requests an impound hearing.

17. Lien on Stored Vehicles

The employee of the City of San Fernando 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 to a Contractor facility, no lien shall be attached and no fee shall be charged for the field release of a vehicle to a properly interested person.

18. City Vehicles

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

19. Traffic Accident Scene Cleanup

At the request of the SFPD, the Contractor shall dispatch a tow unit to the scene of a traffic accident and remove all glass and debris deposited upon the roadway even if there is no disabled vehicle to tow.

20. Fax Machine

Contractor shall maintain a Fax machine.

21. Toxic Materials

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

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

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22. Cost to City

Any towing and storage expenses for which the City is financially responsible pursuant to this Agreement, including towing or storage of city-owned vehicles, shall be billed to the City at no more than fifty percent (50%) of the rate authorized by this contract.

23. Collection of Fees

Contractor shall collect all fees imposed by City upon vehicles that City causes to be towed, stored, or impounded. Contractor shall remit collected fees to the City on a monthly basis.

24. Permits, and Certificates

Contractor shall secure and maintain any licenses, permits, or certificates required by law. Contractor shall secure and maintain such City business license as required by the City of San Fernando Municipal Code. Contractor shall keep informed and comply with the requirements of all Federal, State, county and municipal laws, ordinances, and regulations applicable to the towing and storage services provided pursuant to this Agreement.

25. Background Investigation and Fee Required

Prior to an award of a franchise agreement, the SFPD shall conduct or cause to be conducted background investigations of Contractor's business, its principals, and its tow unit operators assigned to tow requests from SFPD. Contractor, principals of Contractor's business and tow unit operators shall also be subject to livescan fingerprint checks in accordance with the Los Angeles Police Commission guidelines. Contractor shall notify the SFPD whenever a new tow unit operator is assigned to tow requests from SFPD. All new tow unit operators assigned to tow requests from SFPD shall be subject to background investigation and livescan fingerprint check, in accordance with the Los Angeles Police Commission guidelines.

26. Franchise Fees

Contractor shall pay to the City on a quarterly basis the franchise fees authorized by City Council pursuant to San Fernando Municipal Code Section 90-911 and all resolutions authorized thereby.

Contractor's failure to make franchise fee payments shall be cause for City's immediate termination of a franchise agreement.

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II. TOWING PROVISIONS**27 Place to Which Vehicles Shall be Towed**

Any vehicle towed pursuant to this 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, Contractor shall tow the vehicle to Contractor's primary storage lot. In no case shall Contractor use coercion or pressure of any kind upon the owner or driver of a vehicle to have the vehicle towed to Contractor's own storage yard or garage.

28. Evidence to be Safeguarded

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

29. Removal Charges

Removal charges commence at the time a tow unit actually proceeds to a call for service from the SFPD and terminate at the time the tow unit returns to Contractor's primary storage lot. The first hour or fraction thereof shall be at the rate specified by the Chief of Police and at fifty percent (50%) of that hourly rate for each additional half ($1/2$) hour or fraction thereof over the first hour.

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III. STORAGE PROVISIONS**30. Storage Lot(s)**

Contractor shall provide a total storage capability for three-hundred fifty (350) vehicles.

31. Primary Storage Lot

Contractor shall at all times provide and maintain a primary storage lot with a minimum of one hundred fifty (150) vehicles dedicated to the storage of vehicles from SFPD pursuant to these Service Provisions. The primary storage lot shall be no more than five (5) miles from the SFPD Facility.

A primary storage lot, if more than one storage 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. Sufficiently lighted to afford easy visibility to all areas of the lot and minimal security; and
7. Sufficient to afford ready and easy access to all vehicles.

32. Investigative Hold Area and Vehicles

Contractor shall maintain an area at its primary storage lot for vehicles held for criminalistics and/or evidentiary examinations. This area shall be referred to as the Investigation Hold Area and shall:

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1. Be covered and 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/her designee) with remote access controlled by the dispatcher; and
3. Be capable of holding ten (10) vehicles.

All entries into the Investigative Hold Area shall be documented to identify the vehicle seen, the person entering, and the date and time the person entered the area. The only persons authorized to enter an Investigative Hold Area are Contractor and his/her employees and concerned law enforcement personnel.

Contractor 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 SFPD investigator. 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 in Contractor's records.

Vehicles being held for Vehicle Code ("VC") 22651(o) (No Current Registration); VC 22651 (p) (Unlicensed Driver); VC 14602.6(a) 30 Day Impounds; 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. Storage lot 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.

33. Secondary Storage Lots

Contractor shall provide a total storage capability for 200 vehicles in the secondary storage lots. All secondary storage lots shall be inspected and approved by the Chief of Police of SFPD or his/her designee prior to use. A secondary storage lot is a designated location used by Contractor as a yard or lot for the temporary storage of impounded vehicles. Contractor and his/her employees shall accurately record the location of vehicles stored within a secondary storage lot in the Contractor's impound records.

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Secondary storage lots shall be:

1. Within five (5) miles of the primary storage lot;
2. Fenced for maximum security;
3. Sufficiently lighted to afford easy visibility to all areas of the lots and minimal security;
4. Monitored by Contractor or his/her employees with security camera surveillance systems;
5. Clean and free of litter, debris, and weeds; and
6. Provide easy access to all stored vehicles.

34. Storage of Vehicles

All vehicles towed or stored by Contractor under these Service Provisions, shall be kept within a primary or secondary storage lot when under the Contractor's direct supervision. At no time shall Contractor park, store or leave standing vehicles under his/her direct supervision on any public street or alley.

Undamaged vehicles shall be segregated from wrecked or junk vehicles and shall be kept in the primary storage 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.

Contractor shall implement security provisions for all storage lots to prevent the loss or theft of personal property or vehicle parts or damage to stored vehicles.

35. Enclosing of Storage Areas

Outdoor areas used for storage shall be enclosed with a solid wall, chain link or wrought iron 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 any franchise agreement. Contractor shall promptly repair any damage within twenty-four (24) hours of notice of such damage from the City.

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36. Office

The Contractor's office shall be neat in appearance, clean and painted. Contractor shall provide customers a waiting area with an adequate restroom or other facilities for customers' comfort.

37. Body and Fender Repairs

Except as otherwise provided herein, Contractor shall not perform any body or fender repairs on storage lots, nor shall Contractor, during the term of any franchise agreement, conduct or have an interest in any body or fender repair business. Contractor shall not be prohibited from performing body or fender repair work on any of those vehicles owned or operated by Contractor on any of Contractor's storage lots.

38. Responsibility for Vehicle, Accessories, and Personal Property

Contractor shall be responsible for vehicles and accessories while in Contractor's possession. Contractor shall also be responsible for personal property left in a vehicle at the time possession of a 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 an SFPD officer. Any articles removed for any reason shall be noted by an SFPD officer.

Contractor shall maintain a record of the identify 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 storage lot employees, but only from available for release and statutorily held vehicles. When Contractor 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 storage lot impound report.
2. Implement controls to inform Contractor 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.

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39. Protection and Handling of Vehicles

It is the responsibility of the Contractor to protect all vehicles, vehicle parts and/or attached accessories impounded by SFPD officers or employees until such time the vehicles have either been released to properly interested persons or have been disposed of through a 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 SFPD law enforcement personnel. Contractor employees may remove parts and/or attached accessories from other impounded vehicles for safekeeping. When a Contractor 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 storage lot impound report.
2. Implement controls to inform Contractor 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 prevent 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.

Contractor shall be responsible for the release of impounded vehicles available for release. Criminalistics/evidentiary or statutorily held vehicles shall not be available for release until a SFPD employee has given authorization to Contractor.

Contractor, 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 Contractor's employees, shall only be conducted within the confines of a storage facility and in the presence of a witnessing

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employee.

40. Release of Vehicles

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

41. Authorized Rates and Charges

The Contractor may submit to the Chief of Police a written request for a change of rates. All requests for rate adjustment shall set forth the Contractor's current 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. If the City, 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 Contractor notice of its intention to adopt an amended schedule and negotiate with Contractor for a period of sixty (60) days before a new schedule is enacted.

Except as provided by the rate schedule, additional charges shall not be made for special equipment or service necessary to prepare vehicles for removal.

All bills shall be itemized.

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IV. STAFFING PROVISIONS**42. Sufficient Personnel**

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

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

43. Dispatcher

A dispatcher shall be on duty in the office of the Contractor seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from San Fernando Police Department (SFPD) 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. 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 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 Contractor employees providing service to the public shall wear their first name conspicuously on their clothing. The contractor shall be responsible to provide the nametag.

44. Timekeeping and Delays

Contractor shall record the following times pertaining to SFPD tow service requests by means of a computer aided dispatch system (CAD) and a global positioning satellite system (GPS):

- The time that a request for tow service is received.
- 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, and

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- The time that a tow unit returns to the Contractor's storage lot with the vehicle.

Contractor shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of the SFPD and City departments that rely upon it for tow and storage service. Within fifteen (15) minutes of the receipt of a request for tow service from SFPD 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. Contractor shall advise the communications center when a tow unit cannot be dispatched within fifteen (15) 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 Contractor within forty-eight (48) hours of receiving such notification.

45. Operators

Contractor shall employ no person as a tow unit operator until he or she possesses the appropriate class of California drivers 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 whenever they are performing services in response to a call from the SFPD. A nametag identifying the tow unit operator by first name shall be worn on the operator's outer most shirt or jacket. Contractor shall provide the tow unit operators' nametags.

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V. VEHICLES AND EQUIPMENT PROVISIONS**46. Tow Units Radio Equipment**

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

47. Dispatcher's Office Radio Communications

The Contractor's 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 dispatcher shall assign response priority to the request of the most urgent nature based upon information the dispatcher has received. 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.

1. Tow Trucks.

- a. Contractor shall maintain a minimum of three (3) fourteen thousand (14,000) to nineteen thousand five hundred (19,500) 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 3,000-lbs. lift capacity.

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

Contractor shall maintain a minimum of one (1) fourteen thousand (14,000) 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.

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- b. Official heavy-duty tow units will be requested by SFPD or its communication center when the vehicle to be towed possesses one (1) or more of the following: three (3) or more axles; a gross weight, laden or unladen, in excess of ten thousand (10,000) pounds; or a combination of commercial trailers. Contractor may subcontract for heavy-duty tow services. The subcontractor shall meet the standards set forth in these Service Provisions.

- c. All trucks used in performing towing services under these Service Provisions, shall conform to all requirements of the 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 and only proper equipment shall be kept inside;
 - 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) 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 – two and one-half (2½) gallon minimum capacity
 - e) Lug wrench – four (4) way and wrench for foreign cars
 - f) Water container – three (3) gallon minimum capacity
 - g) Battery booster and cables

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- h) Shovel
- i) Push Broom
- j) Flares
- k) Bolt cutters
- l) Pry bar
- m) twenty five (25) foot recovery chain
- n) Trash can and absorbent

48. Tow Truck Parking

Contractor 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 these Service Provisions.

49. 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 (2½) inches but not in excess of four (4) inches in height. Tow units may be marked with an official San Fernando Police Department Garage marking.

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EXHIBIT B

**TOWING PROGRAM FRANCHISE FEE
BLACK & WHITE TOWING
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

PRESENTATION REGARDING DEVELOPMENT ALTERNATIVES FOR COMPRESSED NATURAL GAS FACILITIES

Staff will provide a verbal report; no action is required.