



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
DECEMBER 2, 2019 – 6:00 PM
CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Cub Scout Pack 911

APPROVAL OF AGENDA

PRESENTATIONS

- a) RECOGNITION OF DIA DE LOS MUERTOS 5K WINNERS
Director of Recreation and Community Services Julian J. Venegas

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – December 2, 2019**Page 2 of 5

PUBLIC STATEMENTS

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council, please speak into the microphone and voluntarily state your name and address.

CONSENT CALENDAR

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

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 19-121 approving the Warrant Register.

2) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE EARTH DAY NETWORK GREEN CITY PROGRAM FOR THE 50TH ANNIVERSARY OF EARTH DAY AND THE USE OF THE CITY SEAL

Recommend that the City Council:

- a. Approve the Co-Sponsorship of the Earth Day Network (EDN) Green City Program for the 50th Anniversary of Earth Day;
- b. Approve the use of the City seal on the print material and social media pursuant to City Council Resolution No. 6904;
- c. Authorize use of the City seal for all EDN Green City Program events, with City Manager approval; and
- d. Authorize the City Manager, or designee, to execute the Partnership Agreement.

3) CONSIDERATION TO APPROVE CALENDAR YEAR 2020 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE

Recommend that the City Council approve the Business Permits for Calendar Year 2020 for businesses engaged in certain business activities, as required by Article III of Chapter 22 of the San Fernando City Code.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – December 2, 2019**Page 3 of 5

ADMINISTRATIVE REPORTS**4) CONSIDERATION TO APPROVE A FRANCHISE AGREEMENT WITH BLACK & WHITE TOWING, INC. FOR TOWING AND STORAGE SERVICES**

Recommend that the City Council:

- a. Adopt Resolution No. 7970 approving a Franchise Agreement for Vehicle Towing and Storage Services between the City and Black & White Towing, Inc. (Contract No. 1937) for a term of five years; and
- b. Authorize the City Manager, or designee, to execute all related documents.

5) UPDATE REGARDING EFFORTS TO WORK WITH THE MALL ASSESSMENT DISTRICT, INC. TO DRAFT A SUCCESSOR MEMORANDUM OF UNDERSTANDING TO SUPPORT AND FACILITATE AN EFFECTIVE DOWNTOWN MALL ASSOCIATION

Recommend that the City Council:

- a. Receive an update from staff regarding efforts to work with the Mall Assessment District, Inc. (Mall Association) to draft a successor Memorandum of Understanding to support and facilitate an effective Downtown Mall Association;
- b. Authorize the City Manager to approve reimbursement requests from the Mall Association for actual expenses, up to \$25,000, related to operating, marketing, event planning, and professional consultation services; and
- c. Provide direction to staff, as appropriate.

6) VETERANS BANNER PROGRAM UPDATE

Recommend that the City Council:

- a. Receive a presentation from staff regarding the 2019-2020 Veteran's Banner Program; and
- b. Provide staff direction, as appropriate.

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

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – December 2, 2019**Page 4 of 5

Recommend that the City Council:

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

8) UPDATE FROM SAN FERNANDO FLAVORED TOBACCO WORKING GROUP

This item was placed on the agenda by Mayor Joel Fajardo.

9) CONSIDERATION TO DISCUSS THE UNITED STATES SUPREME COURT CASE: DEPARTMENT OF HOMELAND SECURITY V. REGENTS OF THE UNIVERSITY OF CALIFORNIA REGARDING THE DEPARTMENT OF HOMELAND SECURITY'S DECISION TO END THE DEFERRED ACTION FOR CHILDHOOD ARRIVALS (DACA) POLICY

This item was placed on the agenda by Councilmember Mary Mendoza.

10) REORGANIZATION OF THE CITY COUNCIL – SELECTION OF MAYOR AND VICE MAYOR

Recommend that the City Council proceed with their annual reorganization for the selection of Mayor and Vice Mayor and follow the procedure per the City Council Procedural Manual.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS AND LIAISON UPDATES****RECESS TO CLOSED SESSION****A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

San Fernando Management Group (SEIU, Local 721)

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – December 2, 2019**

Page 5 of 5

San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles

Agency Negotiator: City Manager Nick Kimball, Lead Negotiator
City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Negotiating Parties: Brian Board and Christina Garay of Rodeo Realty on behalf of
Richard C. Patterson, as to an undivided 50% interest in the subject
property and David M. Kull and Ronna Kull, Trustees of the David and
Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest
in the subject propertyUnder Discussion: Price and Terms of Payment as relates to Option to Purchase
Agreement**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 72 hours prior to the meeting.

*Elena G. Chávez, CMC**City Clerk**Signed and Posted: November 27, 2019 (1:00 p.m.)*

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

Regular Meeting

San Fernando City Council

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: December 2, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-121 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

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

ATTACHMENT:

A. Resolution No. 19-121

ATTACHMENT "A"**RESOLUTION NO. 19-121****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT
REGISTER NO. 19-121****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

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

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

PASSED, APPROVED, AND ADOPTED this 2nd day of December, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 2nd day of December, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

| vchlist | | Voucher List | | | | Page: 1 | |
|----------------------|-----------|---------------------------------------|---------------|-------|-----------------------------------|----------|--|
| 11/22/2019 9:41:13AM | | CITY OF SAN FERNANDO | | | | | |
| Bank code : | | bank3 | | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | |
| 216868 | 12/2/2019 | 891587 ABLE MAILING INC. | 30870 | 11993 | MAILING & FULFILLMENT SERVICES | 108.92 | |
| | | | | 11993 | 072-360-0000-4300 | 108.92 | |
| | | | 30871 | | WATER ENV STORAGE-OCT 2019 | | |
| | | | | | 070-382-0000-4300 | 12.50 | |
| | | | | | 072-360-0000-4300 | 12.50 | |
| | | | | | Total : | 242.84 | |
| 216869 | 12/2/2019 | 100066 ADS ENVIRONMENTAL SERVICES,INC | 22206.52-1019 | 12083 | SEVEN ADS D-SITE OVERFLOW MONIT | 1,113.00 | |
| | | | | | 072-360-0000-4260 | 1,113.00 | |
| | | | | | Total : | 1,113.00 | |
| 216870 | 12/2/2019 | 891969 ADVANCED PURE WATER SOLUTIONS | 1012755 | | WATER FILTRATION SYSTEM RENTAL | 98.55 | |
| | | | | | 001-222-0000-4300 | 98.55 | |
| | | | | | Total : | 98.55 | |
| 216871 | 12/2/2019 | 889043 ALADIN JUMPERS | 5359 | 12062 | ALADIN JUMPERS RENTALS | 1,715.00 | |
| | | | | | 001-424-0000-4260 | 1,715.00 | |
| | | | | | Total : | 1,715.00 | |
| 216872 | 12/2/2019 | 891442 ALEX AUTO DETAILING | 110719 | | CAR DETAIL-43278 | 120.00 | |
| | | | 111319 | | 001-222-0000-4320 | 120.00 | |
| | | | 111319 | | CAR DETAIL-73092 | 120.00 | |
| | | | 111319 | | 001-222-0000-4320 | 120.00 | |
| | | | 111819 | | CAR DETAIL-1473093 | 120.00 | |
| | | | | | 001-222-0000-4300 | 120.00 | |
| | | | | | CAR DETAIL-3091 | 120.00 | |
| | | | | | 001-222-0000-4320 | 480.00 | |
| | | | | | Total : | 480.00 | |
| 216873 | 12/2/2019 | 892271 ALL STAR ELITE SPORTS | 2055 | 12028 | YOUTH BASKETBALL UNIFORMS SUMI | 274.66 | |
| | | | | | 017-420-1328-4300 | 274.66 | |
| | | | | | Total : | 274.66 | |
| 216874 | 12/2/2019 | 100188 ANDY GUMP INC. | INV656234 | 12070 | PORTABLE TOILET SERV. FOR CITY YA | 174.82 | |
| | | | | | 043-390-0000-4260 | 174.82 | |
| | | | | | | Page: 1 | |

vchlist

11/22/2019 9:41:13AM

Voucher List

CITY OF SAN FERNANDO

Page:

2

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|---------------------------------------|-------------|-------|--|----------|
| 216874 | 12/2/2019 | 100188 ANDY GUMP INC. | (Continued) | | | |
| | | | INV656236 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260 | 390.94 |
| | | | INV656243 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260 | 390.56 |
| | | | INV660997 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 070-384-0000-4260 | 330.34 |
| | | | INV660998 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260 | 330.44 |
| | | | INV660999 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260 | 114.32 |
| | | | INV663352 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260 | 179.74 |
| | | | INV664141 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260 | 211.24 |
| | | | INV664433 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 004-2346 | 190.00 |
| | | | INV668059 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 070-384-0000-4260 | 330.34 |
| | | | INV668060 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260 | 211.24 |
| | | | INV668061 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260 | 330.44 |
| | | | INV668062 | 12070 | PORTABLE TOILET SERV. FOR CITY YA 043-390-0000-4260 | 114.32 |
| | | | | | Total : | 3,298.74 |
| 216875 | 12/2/2019 | 100204 AQUA-METRIC SALES COMPANY | INV0075691 | | LARGE METER REPLACEMENT 070-385-0700-4600 | 1,468.29 |
| | | | | | Total : | 1,468.29 |
| 216876 | 12/2/2019 | 100222 ARROYO BUILDING MATERIALS, INC | 236189 | 12046 | HARDWARE SUPPLIES AND U-CARTS (| 189.75 |
| | | | 236503 | 12046 | HARDWARE SUPPLIES AND U-CARTS (| 40.26 |
| | | | | | Total : | 230.01 |

Page:

2

| vchlist 11/22/2019 9:41:13AM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 3 |
|---------------------------------|-----------|--------------------------------------|----------------------|----------------|--|---|
| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 216877 | 12/2/2019 | 102530 AT & T | 818-270-2203 | | PD NETWORK LINE-NOV 2019 001-222-0000-4220 | 218.61 218.61 |
| 216878 | 12/2/2019 | 889037 AT&T MOBILITY | 287277903027X1108201 | | MODEM FOR ELECTRIC MESSAGE BO. 001-310-0000-4220 | 143.49 143.49 |
| 216879 | 12/2/2019 | 889942 ATHENS SERVICES | 7490570 | 12084 12084 | STREET SWEEPING SERVICES 011-311-0000-4260 001-343-0000-4260 | 12,431.77 2,481.26 14,913.03 |
| 216880 | 12/2/2019 | 893176 AUTOZONE STORE 5681 | 5681377819 | | SMALL TOOLS 041-320-0000-4340 | 109.99 109.99 |
| 216881 | 12/2/2019 | 891796 BATTERY SYSTEMS INC | 5173189 | | BATTERY-PD4539 041-320-0221-4400 | 352.95 352.95 |
| 216882 | 12/2/2019 | 892426 BEARCOM | 4921402 | 12127 | NOV-RADIO COMM. SYST. & WIRELESS 001-135-0000-4260 | 7,610.41 7,610.41 |
| 216883 | 12/2/2019 | 891301 BERNARDEZ, RENATE Z. | 543 | | INTERPRETATION SERVICE-CC MTG 1 001-101-0000-4270 | 250.00 250.00 |
| 216884 | 12/2/2019 | 892847 B-LINE INVESTIGATIONS, INC | 1090 | 12047 | SPECIALIZED INVESTIGATIVE SERVICE 001-112-0000-4270 | 2,732.30 2,732.30 |
| 216885 | 12/2/2019 | 890838 BLUE TARP CREDIT SERVICES | 43526788 43561820 | | SPOTLIGHTS 041-1215 WELDER MASKS 041-320-0000-4300 | 349.95 196.85 |
| | | | | | | Page: 3 |

| vchlist 11/22/2019 9:41:13AM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 4 |
|---------------------------------|-----------|---|-------------|------|--|-----------------|
| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 216885 | 12/2/2019 | 890838 890838 BLUE TARP CREDIT SERVICES | (Continued) | | | 546.80 |
| 216886 | 12/2/2019 | 888800 BUSINESS CARD | 101419 | | INTERNATIONAL TRANSACTION FEE 001-135-0000-4260 | 1.47 |
| | | | 101519 | | ITEM RETURNED 001-106-0000-4300 | -60.45 |
| | | | 101919 | | DISPLAY PORT 001-222-0000-4300 | 10.99 |
| | | | 102119 | | 5K MOVIE FEES 001-424-0000-4260 | 320.00 |
| | | | 102119 | | DINNER FOR CC & STAFF-CC MTG 10/2 001-101-0000-4300 | 38.77 |
| | | | 102219 | | DOORKNOB BAGS 001-424-0000-4300 | 338.08 |
| | | | 102219 | | DINNER FOR CC & STAFF-CC MTG 10/2 001-101-0000-4300 | 58.10 |
| | | | 102319 | | ITEM RETURNED 001-222-0000-4320 | -157.98 |
| | | | 102319 | | CONFERENCE REGISTRATION 001-105-0000-4370 | 770.00 |
| | | | 102719 | | POSTS BOOSTS 001-105-0000-4270 | 250.00 |
| | | | 102919 | | CONF REGISTRATION REFUND 001-105-0000-4370 | -500.00 |
| | | | 103119 | | FINANCE CHARGES 001-190-0000-4435 | 297.73 |
| | | | 110119 | | CHAIR 001-222-0000-4300 | 318.15 |
| | | | 110119 | | VETERAN RECOG BANNERS 017-420-1355-4300 | 1,419.00 |
| | | | 110119 | | 053-420-1355-4300 POSTS BOOSTS 001-105-0000-4270 | 603.00 17.83 |
| | | | 110119 | | ADVERTISEMENT-DIR OF PW 001-106-0000-4230 | 325.00 |
| | | | 110419 | | ACCESS POINT FOR RP & LP 001-420-3649-4220 | 54.99 |
| | | | | | | Page: 4 |

vchlist

11/22/2019 9:41:13AM

Voucher List
CITY OF SAN FERNANDO

Page: 5

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|----------------------|-------------|------|-----------------------------------|-----------------|
| 216886 | 12/2/2019 | 888800 BUSINESS CARD | (Continued) | | | |
| | | | 110519 | | DINNER FOR CC & STAFF-CC MTG 11/C | |
| | | | | | 001-101-0000-4300 | 70.50 |
| | | | 110519 | | CONFERENCE REGISTRATION | |
| | | | | | 001-105-0000-4370 | 65.00 |
| | | | 110519 | | ANNUAL SUBSCRIPTION | |
| | | | | | 001-105-0000-4260 | 90.25 |
| | | | 110619 | | DINNER FOR CC & STAFF-CC MTG 11/C | |
| | | | | | 001-101-0000-4300 | 29.98 |
| | | | 111119 | | VETERANS RECOG EVENT | |
| | | | | | 053-420-1355-4300 | 72.22 |
| | | | 111419 | | BUSINESS CARDS | |
| | | | | | 001-115-0000-4450 | 31.22 |
| | | | | | 001-101-0000-4300 | 36.46 |
| | | | | | 001-105-0000-4300 | 59.92 |
| | | | 111419 | | LUNCH-ORAL BOARD FOR DEPUTY CI | |
| | | | | | 001-106-0000-4270 | 99.57 |
| | | | 111819 | | ANNUAL MEMBERSHIP DUES | |
| | | | | | 001-130-0000-4380 | 110.00 |
| | | | 111819 | | CONFERENCE LODGING DEPOSIT | |
| | | | | | 001-130-0000-4370 | 664.56 |
| | | | 112019 | | FRAMES | |
| | | | | | 001-101-0000-4300 | 54.71 |
| | | | 112019 | | CONFERENCE REGISTRATION | |
| | | | | | 001-101-0101-4370 | 625.00 |
| | | | | | 001-101-0109-4370 | 625.00 |
| | | | 112019 | | CONFERENCE REGISTRATION | |
| | | | | | 001-130-0000-4370 | 850.00 |
| | | | | | Total : | 7,589.07 |
| 216887 | 12/2/2019 | 888800 BUSINESS CARD | 110419 | | LODGING REFUND | |
| | | | | | 001-222-0000-4360 | -84.75 |
| | | | 110719 | | RGSTR-FIELD TRAINING OFFICER COL | |
| | | | | | 001-225-0000-4360 | 90.00 |
| | | | 111319 | | CONFERENCE REGISTRATION | |
| | | | | | 001-222-0000-4370 | 560.00 |
| | | | | | 001-225-0000-4370 | 560.00 |

Page: 5

vchlist

11/22/2019 9:41:13AM

Voucher List
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------------------------------------|---------------|-------|-----------------------------------|-------------------|
| 216887 | 12/2/2019 | 888800 BUSINESS CARD | (Continued) | | | |
| | | | 111419 | | 001-150-0000-4370 | 560.00 |
| | | | | | MONITOR ARM | |
| | | | | | 001-222-0000-4300 | 301.44 |
| | | | | | Total : | 1,986.69 |
| 216888 | 12/2/2019 | 892464 CANON FINANCIAL SERVICES, INC | 20664853 | 12133 | CANON COPIERS LEASE PAYMENT-OC | |
| | | | | | 001-135-0000-4260 | 649.93 |
| | | | 20778366 | 12133 | CANON COPIERS LEASE PAYMENT-NC | |
| | | | | | 001-135-0000-4260 | 649.93 |
| | | | | | Total : | 1,299.86 |
| 216889 | 12/2/2019 | 893177 CELL ENERGY | IN0005149 | 12033 | SERV. FOR VEH. BATTERIES (DELIVER | |
| | | | | | 041-1215 | 268.05 |
| | | | | | Total : | 268.05 |
| 216890 | 12/2/2019 | 103816 CHAVEZ, ELENA | REIMB. | | SUPPLIES FOR EDUCATION COMM EV | |
| | | | | | 001-115-0000-4450 | 114.85 |
| | | | | | 001-115-0000-4370 | 29.00 |
| | | | | | Total : | 143.85 |
| 216891 | 12/2/2019 | 101957 CITY OF LOS ANGELES | 38SF200000005 | | FIRE SERVICES-DEC 2019 | |
| | | | | | 001-500-0000-4260 | 222,243.00 |
| | | | | | Total : | 222,243.00 |
| 216892 | 12/2/2019 | 103029 CITY OF SAN FERNANDO | 2144-2171 | | REIMB. TO WORKER'S COMP | |
| | | | | | 006-1038 | 10,698.90 |
| | | | | | Total : | 10,698.90 |
| 216893 | 12/2/2019 | 100805 COOPER HARDWARE INC. | 118055 | 12034 | MISCELLANEOUS SUPPLIES FOR PW (| |
| | | | | | 070-383-0301-4300 | 89.57 |
| | | | 118056 | 12034 | MISCELLANEOUS SUPPLIES FOR PW (| |
| | | | | | 070-383-0301-4300 | -39.31 |
| | | | 118367 | 12034 | MISCELLANEOUS SUPPLIES FOR PW (| |
| | | | | | 043-390-0000-4300 | 20.59 |
| | | | 118500 | 12034 | MISCELLANEOUS SUPPLIES FOR PW (| |
| | | | | | 043-390-0000-4300 | 15.81 |

Page: 6

| vchlist 11/22/2019 9:41:13AM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 9 |
|---------------------------------|-----------|--------------------------------------|---------------------|-------|---|-----------------|
| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 216908 | 12/2/2019 | 892198 FRONTIER COMMUNICATIONS | (Continued) | | | |
| | | | 818-361-2385-012309 | | 072-360-0000-4220 MTA & CREDIT CARD PHONE LINE | 54.88 |
| | | | | | 007-440-0441-4220 | 112.14 |
| | | | | | 001-190-0000-4220 | 56.07 |
| | | | 818-361-2472-031415 | | PW PHONE LINE | |
| | | | | | 070-384-0000-4220 | 516.46 |
| | | | 818-361-3958-091407 | | CNG STATION | |
| | | | | | 074-320-0000-4220 | 52.20 |
| | | | 818-361-7825-120512 | | HERITAGE PARK IRRIG SYSTEM | |
| | | | | | 001-420-0000-4220 | 57.15 |
| | | | 818-831-5002-052096 | | PD SPECIAL ACTIVITIES PHONE LILNE | |
| | | | | | 001-222-0000-4220 | 55.20 |
| | | | 818-837-7174-052096 | | PD SPECIAL ACTIVITIES PHONE LINE | |
| | | | | | 001-222-0000-4220 | 38.02 |
| | | | 818-838-1841-112596 | | ENGINEERING FAX MODEM | |
| | | | | | 001-310-0000-4220 | 2.23 |
| | | | 818-898-7385-033105 | | LP FAX NUMBER | |
| | | | | | 001-420-0000-4220 | 32.92 |
| | | | | | Total : | 1,633.10 |
| 216909 | 12/2/2019 | 893359 GARCIA, MICHAEL | 120519 | | ENTERTAINMENT-HOLIDAY TREE LIGH | |
| | | | | | 001-424-0000-4260 | 250.00 |
| | | | | | Total : | 250.00 |
| 216910 | 12/2/2019 | 893396 GONZALEZ, LORENZO | 1618 | | FACILITY RENTAL DEP REFUND | |
| | | | | | 001-2220 | 150.00 |
| | | | | | Total : | 150.00 |
| 216911 | 12/2/2019 | 101376 GRAINGER, INC. | 9332265637 | 12022 | SUPPLIES FOR BUILDING, ELECTRICA | |
| | | | | | 043-390-0000-4300 | 958.81 |
| | | | 9354872005 | 12022 | SUPPLIES FOR BUILDING, ELECTRICA | |
| | | | | | 043-390-0000-4300 | 30.38 |
| | | | | | Total : | 989.19 |
| 216912 | 12/2/2019 | 893400 GUERRERO, PERFECTO | 2000329.003 | | SENIOR DANCE TICKETS REFUND | |
| | | | | | 004-2380 | 56.00 |

Page: 9

| vchlist 11/22/2019 9:41:13AM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 10 |
|---------------------------------|-----------|--------------------------------------|--------------|-------|-----------------------------------|----------------------|
| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 216912 | 12/2/2019 | 893400 893400 GUERRERO, PERFECTO | (Continued) | | | Total : 56.00 |
| 216913 | 12/2/2019 | 893395 HAYES, JASON BENJAMIN | NOV 2019 | | COMMISSIONER'S STIPEND | |
| | | | | | 001-420-0000-4111 | 75.00 |
| | | | | | Total : | 75.00 |
| 216914 | 12/2/2019 | 890594 HEALTH AND HUMAN RESOURCE | E0214362 | | EAP-DEC 2019 | |
| | | | | | 001-106-0000-4260 | 243.10 |
| | | | | | Total : | 243.10 |
| 216915 | 12/2/2019 | 893225 HERNANDEZ, LETICIA | 2000330.003 | | SENIOR TRIP REFUND-AQUIRIAM OF TI | |
| | | | | | 004-2383 | 25.00 |
| | | | | | Total : | 25.00 |
| 216916 | 12/2/2019 | 890360 HERRERA, NINAMARIE JULIA | NOV 2019 | | COMMISSIONER'S STIPEND | |
| | | | | | 001-420-0000-4111 | 75.00 |
| | | | | | Total : | 75.00 |
| 216917 | 12/2/2019 | 101599 IMAGE 2000 CORPORATION | 314262 | | SHIPPING CHARGE-COPIER TONER | |
| | | | | | 070-381-0000-4300 | 8.50 |
| | | | | | Total : | 8.50 |
| 216918 | 12/2/2019 | 887740 INDUSTRIAL SHOE COMPANY | 1100-1204575 | | SAFETY BOOTS | |
| | | | | | 001-152-0000-4325 | 100.00 |
| | | | | | Total : | 100.00 |
| 216919 | 12/2/2019 | 891570 INNOVATIVE TELECOM. SYSTEMS | 2652 | | DIAGNOSE ISSUE W/VOICEMAIL @ RE | |
| | | | | | 001-190-0000-4260 | 125.00 |
| | | | | | 001-190-0000-4300 | 71.01 |
| | | | | | Total : | 196.01 |
| 216920 | 12/2/2019 | 893275 INTERWEST CONSULTING GROUP | 53854 | | TEMP. BUILDING INSPECTION SERVICI | |
| | | | | 12051 | 001-140-0000-4270 | 857.68 |
| | | | | 12051 | 001-150-0000-4270 | 162.32 |
| | | | 54653 | 12051 | TEMP. BUILDING INSPECTION SERVICI | |
| | | | | | 001-150-0000-4270 | 540.00 |
| | | | | | Total : | 1,560.00 |

Page: 10

Voucher List

Page: 11

11/22/20199:41:13AM

CITY OF SAN FERNANDO

Bank code :bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|-----------------------------------|-------------|-------|---|----------|
| 216921 | 12/2/2019 | 892682 IPS GROUP, INC. | 39040 | | SMART METER MGMT & TRANSACTION 001-190-0000-4300 | 711.13 |
| | | | 46324 | 12131 | SMART METER MGMT & TRANSACTION 001-190-0000-4300 | 775.87 |
| | | | | | Total : | 1,487.00 |
| 216922 | 12/2/2019 | 891777 IRRIGATION EXPRESS | 15166698-00 | 12038 | MISC IRRIGATION SUPPLIES FOR REPAIR 043-390-0000-4300 | 58.89 |
| | | | 15167335-00 | 12038 | MISC IRRIGATION SUPPLIES FOR REPAIR 043-390-0000-4300 | 140.08 |
| | | | 15167355-00 | 12038 | MISC IRRIGATION SUPPLIES FOR REPAIR 043-390-0000-4300 | 94.26 |
| | | | | | Total : | 293.23 |
| 216923 | 12/2/2019 | 889320 IWATER, INC. | 8605 | | ANNUAL MAINT-INFRAMAP FIELD 070-383-0000-4270 | 2,200.00 |
| | | | | | Total : | 2,200.00 |
| 216924 | 12/2/2019 | 887952 J. Z. LAWNMOWER SHOP | 24563 | 12023 | SMALL POWER EQUIPMENT REPAIRS 043-390-0000-4300 | 28.00 |
| | | | 24564 | 12023 | SMALL POWER EQUIPMENT REPAIRS 043-390-0000-4300 | 165.38 |
| | | | | | Total : | 193.38 |
| 216925 | 12/2/2019 | 892060 JCL TRAFFIC SERVICES | 102364 | 12137 | TRAFFIC DELINEATION FOR WORK ZONE 001-311-0000-4300 | 3,128.07 |
| | | | | | Total : | 3,128.07 |
| 216926 | 12/2/2019 | 101713 JOBS AVAILABLE INC. | 1924014 | | AD FOR DIR OF PW 001-106-0000-4230 | 429.00 |
| | | | | | Total : | 429.00 |
| 216927 | 12/2/2019 | 101795 KOSMONT & ASSOCIATES | 18-0099-013 | 12090 | REAL ESTATE ADVISORY SERVICES-001-151-0000-4270 | 8,158.80 |
| | | | | | Total : | 8,158.80 |
| 216928 | 12/2/2019 | 102007 L.A. COUNTY SHERIFFS DEPT. | 201341BL | | INMATE MEAL SERVICE-OCT 2019 001-225-0000-4350 | 980.00 |

Page: 11

vchlist

11/22/2019 9:41:13AM

Voucher List

CITY OF SAN FERNANDO

Page:

12

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------|-----------------------------------|-------------|----------------------------------|----------------|
| 216928 | 12/2/2019 | 102007 | 102007 L.A. COUNTY SHERIFFS DEPT. | (Continued) | | Total : 980.00 |
| 216929 | 12/2/2019 | 101971 | L.A. MUNICIPAL SERVICES | | | |
| | | | 004-750-1000 | | ELECTRIC-13003 BORDEN | |
| | | | | | 070-384-0000-4210 | 130.15 |
| | | | 494-750-1000 | | WATER-12900 DRONFIELD | |
| | | | | | 070-384-0000-4210 | 92.08 |
| | | | 500-750-1000 | | ELECTRIC-13655 FOOTHILL | |
| | | | | | 070-384-0000-4210 | 175.35 |
| | | | 594-750-1000 | | ELECTRIC-12900 DRONFIELD | |
| | | | | | 070-384-0000-4210 | 6,315.70 |
| | | | 657-750-1000 | | ELECTRIC-14060 SAYRE | |
| | | | | | 070-384-0000-4210 | 12,084.80 |
| | | | 694-750-1000 | | ELECTRIC&WATER-13180 DRONFIELD | |
| | | | | | 070-384-0000-4210 | 5,745.28 |
| | | | 757-750-1000 | | WATER-14060 SAYRE | |
| | | | | | 070-384-0000-4210 | 59.59 |
| | | | | | Total : | 24,602.95 |
| 216930 | 12/2/2019 | 893063 | LEON, MIGUEL | | | |
| | | | 111319 | | REIMB SENIOR CLUB DANCE-RAFFLE | |
| | | | | | 004-2380 | 973.62 |
| | | | | | Total : | 973.62 |
| 216931 | 12/2/2019 | 888195 | LEXIPOL LLC | | | |
| | | | 31334 | 12138 | LAW ENFORCEMENT POLICY MANUAL | |
| | | | | | 001-222-0000-4260 | 4,404.00 |
| | | | | | Total : | 4,404.00 |
| 216932 | 12/2/2019 | 101920 | LIEBERT CASSIDY WHITMORE | | | |
| | | | 11192019 | | ERC WORKSHOP ON 12/04/19 | |
| | | | | | 001-106-0000-4260 | 774.00 |
| | | | | | Total : | 774.00 |
| 216933 | 12/2/2019 | 102003 | LOS ANGELES COUNTY | | | |
| | | | RE-PW-19111202010 | 12108 | FY2019-2020 INDUSTRIAL WASTE CHA | |
| | | | | | 072-360-0000-4450 | 5,209.75 |
| | | | | | Total : | 5,209.75 |
| 216934 | 12/2/2019 | 892477 | LOWES | | | |
| | | | 1419 | | MATL'S TO REPAIR PICNIC TABLES | |
| | | | | | 043-390-0000-4300 | 106.08 |
| | | | 1586 | | TOOL SET REPLACEMENT | |
| | | | | | 043-390-0000-4300 | 320.39 |

Page:

12

| vchlist 11/22/2019 9:41:13AM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 13 |
|---------------------------------|-----------|--------------------------------------|---------------------|-------|--|---------------|
| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 216934 | 12/2/2019 | 892477 LOWES | (Continued) 1770 | | MATL'S TO REPAIR CEILING 001-370-0301-4300 | 40.12 |
| | | | 2361 | | MATL'S TO REPAIR CEILING 001-370-0301-4300 | 80.23 |
| | | | | | Total : | 546.82 |
| 216935 | 12/2/2019 | 888468 MAJOR METROPOLITAN SECURITY | 1095346 | | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 15.00 |
| | | | 1095347 | 12049 | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 15.00 |
| | | | 1095348 | 12049 | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 15.00 |
| | | | 1095349 | 12049 | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 25.00 |
| | | | 1095350 | 12049 | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 15.00 |
| | | | 1095351 | 12049 | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 15.00 |
| | | | 1095352 | 12049 | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 35.00 |
| | | | 1095353 | 12049 | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 15.00 |
| | | | 1095354 | 12049 | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 10.00 |
| | | | 1095355 | 12049 | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 15.00 |
| | | | 1095356 | 12049 | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 15.00 |
| | | | 1095357 | 12049 | ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260 | 23.00 |
| | | | 1095358 | 12049 | ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260 | 23.00 |
| | | | 1095359 | 12049 | ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260 | 23.00 |
| | | | 1095360 | 12049 | ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260 | 23.00 |
| | | | | | | Page: 13 |

| vchlist 11/22/2019 9:41:13AM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 14 |
|---------------------------------|-----------|--------------------------------------|---------------------|-------|--|-------------------------|
| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 216935 | 12/2/2019 | 888468 MAJOR METROPOLITAN SECURITY | (Continued) 2549 | | ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 | 1,245.00 |
| | | | | 12049 | | Total : 1,527.00 |
| 216936 | 12/2/2019 | 893397 MARQUEZ, ANGELINA | 1606 | | FACILITY RENTAL DEP REFUND 001-2220 | 150.00 |
| | | | | | Total : | 150.00 |
| 216937 | 12/2/2019 | 888254 MCCALLA COMPANY | 1273511 | | MISC SUPPLIES 001-222-0000-4300 | 162.82 |
| | | | | | Total : | 162.82 |
| 216938 | 12/2/2019 | 888242 MCI COMM SERVICE | 7DL39365 | | ALARM LINE-1100 PICO 001-420-0000-4220 | 34.68 |
| | | | | | Total : | 34.68 |
| 216939 | 12/2/2019 | 890484 MIRANDA, MARIA | 2000326.003 | | SENIOR DANCE TICKETS REFUND 004-2380 | 28.00 |
| | | | 2000327.003 | | SENIOR DANCE TICKET REFUND 004-2380 | 15.00 |
| | | | | | Total : | 43.00 |
| 216940 | 12/2/2019 | 102226 MISSION LINEN SUPPLY | 511138637 | | LAUNDRY 001-225-0000-4350 | 98.48 |
| | | | 511167133 | | LAUNDRY 001-225-0000-4350 | 90.69 |
| | | | 511187607 | | LAUNDRY 001-225-0000-4350 | 98.48 |
| | | | 511216757 | | LAUNDRY 001-225-0000-4350 | 123.14 |
| | | | | | Total : | 410.79 |
| 216941 | 12/2/2019 | 102303 NACHO'S ORNAMENTAL SUPPLY | INV236392 | | MATL'S FOR ISO CONTAINER FOR RE 043-390-0000-4300 | 22.00 |
| | | | | | Total : | 22.00 |
| 216942 | 12/2/2019 | 892916 NADA BUS INC | 50009 | | BUS TRANSPORTATION FOR SENIOR 1 | |
| | | | | | | Page: 14 |

| vchlist 11/22/2019 9:41:13AM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 17 |
|---------------------------------|-----------|--------------------------------------|----------------|-------|--|----------|
| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 216952 | 12/2/2019 | 887646 PLUMBERS DEPOT INC | (Continued) | | 072-360-0000-4300 | 404.34 |
| | | | | | Total : | 404.34 |
| 216953 | 12/2/2019 | 892131 PROHEALTH-VALLEY OCCUPATIONAL | 00199310-00 | | DOT DRIVER PHYSICAL 001-106-0000-4260 | 80.00 |
| | | | | | Total : | 80.00 |
| 216954 | 12/2/2019 | 890004 PTS | 2031764 | | PD PAY PHONE-DEC 2019 001-190-0000-4220 | 62.64 |
| | | | | | Total : | 62.64 |
| 216955 | 12/2/2019 | 102803 RED WING SHOE STORE | 20191110047749 | 12014 | SAFETY BOOTS FOR PW FIELD PERSC 070-383-0000-4310 | 172.19 |
| | | | | | Total : | 172.19 |
| 216956 | 12/2/2019 | 889602 RESPOND SYSTEMS | 105094 | | SAFETY GLOVES 070-383-0000-4310 | 219.67 |
| | | | | | Total : | 219.67 |
| 216957 | 12/2/2019 | 892368 REYES, MIGUEL ANGEL | 10/21-12/13 | | INSTRUCTOR-LIFTING & ENERGY TRA 017-420-1322-4260 | 280.00 |
| | | | | | Total : | 280.00 |
| 216958 | 12/2/2019 | 893143 RICHARDS, SANDRA MARIE | NOV 2019 | | COMMISSIONER'S STIPEND 001-420-0000-4111 | 75.00 |
| | | | | | Total : | 75.00 |
| 216959 | 12/2/2019 | 892071 ROBLES, J. | REIMB. | | LUNCH-EVOC TRAINING IN GLENDALE 001-225-0000-4360 | 15.00 |
| | | | | | Total : | 15.00 |
| 216960 | 12/2/2019 | 892036 ROTHSCHILD, DEBORAH | 10/21-12/13 | 12123 | AEROBICS INSTRUCTOR (SENIOR EXE 017-420-1322-4260 | 800.00 |
| | | | | | Total : | 800.00 |
| 216961 | 12/2/2019 | 892856 SALAS, JUAN | REIMB | | SUPPLIES FOR VETERAN RECOG EVE 053-420-1355-4300 | 101.45 |
| | | | | | | Page: 17 |

| vchlist 11/22/2019 9:41:13AM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 18 |
|---------------------------------|-----------|---------------------------------------|-------------|-------|--|----------------|
| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 216961 | 12/2/2019 | 892856 892856 SALAS, JUAN | (Continued) | | | Total : 101.45 |
| 216962 | 12/2/2019 | 891253 SAN FERNANDO SMOG TEST ONLY | 2463 | | SMOG TEST-E1174550 | |
| | | | 2464 | | 041-320-0000-4450 | 60.00 |
| | | | | | SMOG TEST-E1171553 | |
| | | | | | 041-320-0000-4450 | 60.00 |
| | | | | | Total : | 120.00 |
| 216963 | 12/2/2019 | 103057 SAN FERNANDO VALLEY SUN | 10591 | | PUBLIC HEARING PUBLICATION-ORD 1 001-150-0000-4230 | 131.25 |
| | | | 10692 | | LEGAL PUBLICATION-WATER & SEWEF 001-115-0000-4230 | 121.88 |
| | | | | | Total : | 253.13 |
| 216964 | 12/2/2019 | 893356 SAUNDERS ELECTRIC, INC | 461419 | 12141 | EMERGENCY GENERATOR FOR RECR 043-390-0000-4330 | 4,275.00 |
| | | | | | Total : | 4,275.00 |
| 216965 | 12/2/2019 | 102967 SCOTT FAZEKAS & ASSOCIATES INC | 20851 | | PLAN CHECK SERVICES-1203 N MACL 001-2698 | 2,910.30 |
| | | | | | Total : | 2,910.30 |
| 216966 | 12/2/2019 | 893107 SIEMENS MOBILITY INC | 5620027130 | 12107 | FY 2019/20 ON-CALL TRAFFIC SIGNAL I 001-371-0564-4300 | 232.50 |
| | | | 5620027135 | 12107 | FY 2019/20 ON-CALL TRAFFIC SIGNAL I 001-371-0564-4300 | 232.50 |
| | | | 5620027140 | 12107 | FY 2019/20 ON-CALL TRAFFIC SIGNAL I 001-371-0301-4300 | 40.71 |
| | | | | | Total : | 505.71 |
| 216967 | 12/2/2019 | 103170 SIRCHIE FINGER PRINT | 0422542-IN | | EVIDENCE COLLECTION SUPPLIES 001-222-0000-4300 | 103.09 |
| | | | 0423225-IN | | KITS FOR DETECTIVES 001-224-0000-4300 | 599.74 |
| | | | | | Total : | 702.83 |
| 216968 | 12/2/2019 | 103184 SMART & FINAL | 44597 | | SENIOR DANCE SUPPLIES 004-2380 | 119.83 |
| | | | | | | Page: 18 |

vchlist

11/22/2019 9:41:13AM

Voucher List

CITY OF SAN FERNANDO

Page:

19

Bank code :bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--|----------------------|------|--|----------|
| 216968 | 12/2/2019 | 103184 SMART & FINAL | (Continued) 45240 | | SENIOR DANCE SUPPLIES 004-2380 | 97.64 |
| | | | 51630 | | SUPPLIES-SENIOR CLUB MNTHLY MTC 004-2380 | 175.29 |
| | | | 51631 | | SUPPLIES 004-2380 | 36.35 |
| | | | 53950 | | ENP SUPPLIES 004-2346 | 75.06 |
| | | | 53951 | | SENIOR TRIP SUPPLIES 004-2383 | 5.74 |
| | | | 54275 | | SUPPLIES FOR CALLE VERDES EVENT 001-310-0000-4300 | 45.94 |
| | | | 54417 | | SUPPLIES FOR VETERAN RECOG EVE 053-420-1355-4300 | 40.60 |
| | | | 54420 | | MISC SUPPLIES 001-422-0000-4300 | 14.14 |
| | | | | | Total : | 610.59 |
| 216969 | 12/2/2019 | 892367 SOLIS, MARGARITA | 116-117 | | L P SENIOR PETTY CASH REIMB. 004-2380 | 38.08 |
| | | | | | Total : | 38.08 |
| 216970 | 12/2/2019 | 103202 SOUTHERN CALIFORNIA EDISON CO. | 2-39-717-6769 | | ELECTRIC-801 EIGHTH 043-390-0000-4210 | 15.10 |
| | | | | | Total : | 15.10 |
| 216971 | 12/2/2019 | 100532 STATE OF CALIFORNIA, DEPARTMENT OF JU | 412853 | | LIVESCAN FINGERPRINTING-OCT 2019 004-2386 | 3,643.00 |
| | | | 414940 | | 001-222-0000-4270 OCT FINGERPRINTING | 192.00 |
| | | | | | 001-106-0000-4270 | 96.00 |
| | | | | | Total : | 3,931.00 |
| 216972 | 12/2/2019 | 103205 THE GAS COMPANY | 042-320-6900-7 | | GAS-910 FIRST 043-390-0000-4210 | 411.37 |
| | | | 084-220-2349-3 | | GAS-505 S HUNTINGTON | |

Page:

19

vchlist

11/22/2019 9:41:13AM

Voucher List

CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--|----------------|------|---|--------|
| 216972 | 12/2/2019 | 103205 THE GAS COMPANY | (Continued) | | | |
| | | | 088-520-6400-8 | | 043-390-0000-4210 GAS-117 MACNEIL | 43.88 |
| | | | 090-620-6400-2 | | 043-390-0000-4210 GAS-120 MACNEIL | 47.23 |
| | | | | | 070-381-0000-4210 | 2.54 |
| | | | | | 072-360-0000-4210 | 2.55 |
| | | | 143-287-8131-6 | | 043-390-0000-4210 GAS-208 PARK | 5.10 |
| | | | | | 043-390-0000-4210 | 48.26 |
| | | | | | Total : | 560.93 |
| 216973 | 12/2/2019 | 101528 THE HOME DEPOT CRC, ACCT#603532202490 | 100735 | | MISC SUPPLIES | |
| | | | 1023923 | | 001-152-0000-4300 | 29.62 |
| | | | 1128174 | | GRAFFITI REMOVAL SUPPLIES 001-152-0000-4300 | 94.70 |
| | | | | | DRINKING WATER FILTER REPL 043-390-0000-4300 | 153.89 |
| | | | 114350 | | MISC SUPPLIES 001-422-0000-4300 | 65.96 |
| | | | 114351 | | MISC SUPPLIES 004-2380 | 9.41 |
| | | | 1230916 | | ITEM RETURNED 001-420-0000-4300 | -4.38 |
| | | | 1510919 | | SUPPLIES FOR SEWER TRUCK 001-311-0000-4300 | 69.15 |
| | | | 20475 | | PALLET FEE 070-384-0000-4300 | 16.50 |
| | | | 210570 | | ITEM RETURNED 001-420-0000-4300 | -65.96 |
| | | | 3531019 | | HAND TOOLS 043-390-0000-4300 | 33.64 |
| | | | 4340262 | | MATL'S FOR PARKING LOT 4 029-335-0000-4300 | 80.86 |
| | | | 4390591 | | MALL MAINT SUPPLIES 001-311-0000-4300 | 105.90 |
| | | | 5160734 | | PART REPL-PLUMBING SNAKE | |

Page: 20

| vchlist 11/22/2019 9:41:13AM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 21 |
|---------------------------------|-----------|--|--------------|------|---|-----------------|
| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 216973 | 12/2/2019 | 101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued) | | | | |
| | | | 5469085 | | 043-390-0000-4300 FAN CONTROLLER-120 MACNEIL | 41.53 |
| | | | 5750779 | | 043-390-0000-4300 HAND TOOLS | 18.16 |
| | | | 6181359 | | 043-390-0000-4300 PALLET FEE CREDIT | 54.97 |
| | | | 6513239 | | 070-384-0000-4300 SUPPLIES FOR SPECIAL EVENT | -16.50 |
| | | | 6513240 | | 004-2346 VARIOUS SMALL TOOLS | 11.61 |
| | | | 7115852 | | 001-420-0000-4300 MISC SUPPLIES | 179.23 |
| | | | | | 043-390-0000-4300 | 7.55 |
| | | | | | Total : | 885.84 |
| 216974 | 12/2/2019 | 102431 THE ODYSSEY RESTAURANT | 3137 | | LP CLUB ANNUAL HOLIDAY PARTY 004-2380 | 7,026.95 |
| | | | | | Total : | 7,026.95 |
| 216975 | 12/2/2019 | 890833 THOMSON REUTERS | 841208843 | | DET INVESTIGATION TOOLS-OCT 2019 001-135-0000-4260 | 201.73 |
| | | | | | Total : | 201.73 |
| 216976 | 12/2/2019 | 103903 TIME WARNER CABLE | 10328110519 | | CABLE-11/05-12/04 001-190-0000-4220 | 139.38 |
| | | | 10518110119 | | CABLE-REC PARK (10/29-11/28) 001-420-0000-4260 | 242.09 |
| | | | 283057110519 | | CABLE-LP PARK (11/05-12/05) 001-420-0000-4260 | 184.98 |
| | | | | | Total : | 566.45 |
| 216977 | 12/2/2019 | 103463 U.S. POSTMASTER | NOV 2019 | | POSTAGE-NOV UTILITY BILLS 070-382-0000-4300 | 627.91 |
| | | | | | 072-360-0000-4300 | 627.91 |
| | | | | | Total : | 1,255.82 |

Page: 21

| vchlist 11/22/2019 9:41:13AM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 22 |
|---------------------------------|-----------|--------------------------------------|------------|-------|---|------------------|
| Bank code : | | bank3 | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 216978 | 12/2/2019 | 887939 ULINE SHIPPING SUPPLIES | 113585051 | | MISC SUPPLIES 070-384-0000-4320 | 336.18 |
| | | | | | Total : | 336.18 |
| 216979 | 12/2/2019 | 893167 UNITED MAINTENANCE SYSTEMS | 14465 | 12002 | JANITORIAL SERVICES-SEPT 2019 043-390-0000-4260 | 17,850.00 |
| | | | | | Total : | 17,850.00 |
| 216980 | 12/2/2019 | 889386 VENTIMIGLIA, PAUL | TRAVEL | | PER DIEM & PARKING FEE-POST SBSL 001-225-0000-4370 | 150.00 |
| | | | | | Total : | 150.00 |
| 216981 | 12/2/2019 | 889644 VERIZON BUSINESS | 61921732 | | CITY HALL LONG DIST 001-190-0000-4220 | 52.68 |
| | | | 61921733 | | CITY YARD LONG DIST 070-384-0000-4220 | 15.80 |
| | | | 61921734 | | CITY HALL LONG DIST 001-190-0000-4220 | 26.39 |
| | | | 61921735 | | POLICE LONG DIST 001-222-0000-4220 | 125.93 |
| | | | 61921736 | | CITY YARD LONG DIST 070-384-0000-4220 | 10.53 |
| | | | 61921737 | | PARKS LONG DIST 001-420-0000-4220 | 16.05 |
| | | | 61922276 | | CITY YARD LONG DIST 001-310-0000-4220 | 5.26 |
| | | | 61922287 | | CITY HALL LONG DIST 001-190-0000-4220 | 63.15 |
| | | | | | Total : | 315.79 |
| 216982 | 12/2/2019 | 100101 VERIZON WIRELESS-LA | 9841811609 | | PUBLIC WORKS CELL PHONE PLAN 072-360-0000-4220 | 61.52 |
| | | | | | 001-101-0102-4220 | 54.53 |
| | | | | | 001-105-0000-4220 | 57.02 |
| | | | | | Total : | 173.07 |
| 216983 | 12/2/2019 | 892712 WES KUYKENDALL PHOTOGRAPHY | 007 | | TREE LIGHTING PHOTOGRAPHY | |

Page: 22

vchlist

Voucher List

Page: 23

11/22/2019 9:41:13AM

CITY OF SAN FERNANDO

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|------------------------------------|-----------|-----------------------------------|-------------|-------|---------------------------------|------------------------------------|
| 216983 | 12/2/2019 | 892712 WES KUYKENDALL PHOTOGRAPHY | (Continued) | | 001-424-0000-4260 | 550.00 |
| | | | | | Total : | 550.00 |
| 216984 | 12/2/2019 | 889138 WIEDER, CAROL | 110519 | | INTERPRETATION SERVICES-CC MTG | |
| | | | | | 001-101-0000-4270 | 250.00 |
| | | | | | Total : | 250.00 |
| 216985 | 12/2/2019 | 103710 WONDRIES FLEET GROUP | D0722 | | 2019 DODGE CHARGER AWD 4 DR V-8 | |
| | | | | 12057 | 041-224-0000-4500 | 26,904.75 |
| | | | | | 041-224-0000-4500 | 2,689.60 |
| | | | | | Total : | 29,594.35 |
| 118 Vouchers for bank code : bank3 | | | | | | Bank total : 765,783.45 |
| 118 Vouchers in this report | | | | | | Total vouchers : 765,783.45 |

Voucher Registers are not final until approved by Council.

Page: 23

SPECIAL CHECKS

vchlist

11/01/2019 2:44:40PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|---------------------------------------|------------|------|---------------------------------|-------------------|
| 216313 | 10/3/2019 | 103648 CITY OF SAN FERNANDO | PR 10-4-19 | | REIMB FOR PAYROLL W/E 9-27-19 | |
| | | | | | 001-1003 | 421,318.58 |
| | | | | | 007-1003 | 323.07 |
| | | | | | 008-1003 | 2,134.26 |
| | | | | | 017-1003 | 36.13 |
| | | | | | 027-1003 | 4,718.54 |
| | | | | | 029-1003 | 2,721.18 |
| | | | | | 030-1003 | 3,604.45 |
| | | | | | 041-1003 | 11,675.44 |
| | | | | | 043-1003 | 24,767.67 |
| | | | | | 070-1003 | 40,963.89 |
| | | | | | 072-1003 | 21,542.31 |
| | | | | | 094-1003 | 158.31 |
| | | | | | 110-1003 | 669.77 |
| | | | | | 119-1003 | 1,803.64 |
| | | | | | Total : | 536,437.24 |
| 216314 | 10/3/2019 | 890907 DELTA DENTAL OF CALIFORNIA | DEMAND | | DENTAL INS BENEFITS - OCT 2019 | |
| | | | | | 001-1160 | 11,780.36 |
| | | | | | Total : | 11,780.36 |
| 216315 | 10/3/2019 | 891230 DELTA DENTAL INSURANCE COMPANY | DEMAND | | DENTAL INS BENEFITS - OCT 2019 | |
| | | | | | 001-1160 | 234.96 |
| | | | | | Total : | 234.96 |
| 216316 | 10/3/2019 | 103596 CALIFORNIA VISION SERVICE PLAN | DEMAND | | VISION INS BENEFITS - OCT 2019 | |
| | | | | | 001-1160 | 2,511.79 |
| | | | | | Total : | 2,511.79 |
| 216317 | 10/3/2019 | 887627 STANDARD INSURANCE | DEMAND | | AD&D INS BENEFITS - OCT 2019 | |
| | | | | | 001-1160 | 3,536.39 |
| | | | | | Total : | 3,536.39 |
| 216319 | 10/4/2019 | 893333 GARCIA, YVONNE | C1529 | | SENIOR CLUB EVENT-HAWAIIAN PERF | |
| | | | | | 004-2380 | 150.00 |

Page: 1

vchlist

11/01/2019 2:44:40PM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------------|--------------------------------------|----------------|-------|-----------------------------------|-------------------|
| 216319 | 10/4/2019 | 893333 893333 GARCIA, YVONNE | (Continued) | | Total : | 150.00 |
| 216320 | 10/9/2019 | 103648 CITY OF SAN FERNANDO | SPR 10-9-19 | | REIMB FOR SPECIAL PAYROLL W/E 10- | |
| | | | | | 001-1003 | 36,316.79 |
| | | | | | Total : | 36,316.79 |
| 216321 | 10/15/2019 | 888705 WEST COAST TOURS | 11271 | 12126 | SENIOR CLUB TRIPS (MOTOR COACH | |
| | | | | | 004-2383 | 6,740.00 |
| | | | | | Total : | 6,740.00 |
| 216322 | 10/15/2019 | 888705 WEST COAST TOURS | 11271-2 | 12126 | GRATUITY-SR CLUB TRIPS (MOTOR CC | |
| | | | | | 004-2383 | 300.00 |
| | | | | | Total : | 300.00 |
| 216462 | 10/17/2019 | 103648 CITY OF SAN FERNANDO | PR 10-18-19 | | REIMB FOR PAYROLL W/E 10-11-19 | |
| | | | | | 029-1003 | 3,179.46 |
| | | | | | 030-1003 | 2,914.59 |
| | | | | | 041-1003 | 12,070.78 |
| | | | | | 043-1003 | 23,816.95 |
| | | | | | 070-1003 | 38,029.80 |
| | | | | | 072-1003 | 20,662.56 |
| | | | | | 094-1003 | 158.31 |
| | | | | | 110-1003 | 614.56 |
| | | | | | 119-1003 | 1,803.63 |
| | | | | | 001-1003 | 430,488.71 |
| | | | | | 007-1003 | 298.73 |
| | | | | | 008-1003 | 2,208.68 |
| | | | | | 017-1003 | 80.74 |
| | | | | | 027-1003 | 4,575.91 |
| | | | | | Total : | 540,903.41 |
| 216464 | 10/21/2019 | 103045 SAN FER. MALL DOWNTOWN ASSOC. | ADV PYMNT | | ADV PYMNT FOR VARIOUS EVENTS | |
| | | | | | 001-2260 | 21,500.00 |
| | | | | | Total : | 21,500.00 |
| 216467 | 10/29/2019 | 891825 UNITED STATES TREASURY | JULY-SEPT 2019 | | EXCISE TAX QRTL PYMNT-09/30/19 | |
| | | | | | 074-320-0000-4457 | 3,630.09 |

Page: 2

vchlist

Voucher List

Page: 3

11/01/2019 2:44:40PM

CITY OF SAN FERNANDO

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|--------------------------|--------|-------------------------------|-------------|---------------------|-------------------------------|
| 216467 | 10/29/2019 | 891825 | 891825 UNITED STATES TREASURY | (Continued) | | Total : 3,630.09 |
| 12 | Vouchers for bank code : | | bank3 | | | Bank total : 1,164,041.03 |
| 12 | Vouchers in this report | | | | | Total vouchers : 1,164,041.03 |

Voucher Registers are not final until approved by Council.

Page: 3

SPECIAL CHECK

vchlist

11/01/2019

3:42:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

1

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------------------------|------------|----------------------------|-------------|-------|--|---------------------------|
| 216466 | 10/29/2019 | 887121 DELL MARKETING L.P. | 10321368425 | 11972 | DELL LAPTOP LATITUDE 5420 W/BUSIN 001-152-0000-4500 | 2,266.76 |
| Total : | | | | | | 2,266.76 |
| 1 Vouchers for bank code : bank3 | | | | | | Bank total : 2,266.76 |
| 1 Vouchers in this report | | | | | | Total vouchers : 2,266.76 |

Voucher Registers are not final until approved by Council.

Page:

1

SPECIAL CHECK

vchlist

Voucher List

Page: 1

11/05/2019 11:33:20AM

CITY OF SAN FERNANDO

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------------------------|-----------|-----------------|----------|------|---|-----------------------------|
| 216686 | 11/5/2019 | 102519 P.E.R.S. | NOV 2019 | | HEALTH INS. BENEFITS-NOV 2019 001-1160 | 151,918.94 |
| Total : | | | | | | 151,918.94 |
| 1 Vouchers for bank code : bank3 | | | | | | Bank total : 151,918.94 |
| 1 Vouchers in this report | | | | | | Total vouchers : 151,918.94 |

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

vchlist

11/13/2019

4:23:03PM

Voucher List

CITY OF SAN FERNANDO

Page:

1

Bank code : bank3

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------------------------|------------|-----------------|-----------------|------|---|---------------------------|
| 216866 | 11/11/2019 | 893115 P.E.R.S. | 100000015800289 | | EMPLOYER CONTRIB VARIANCE-09/28 001-1160 | 4,677.51 |
| Total : | | | | | | 4,677.51 |
| 1 Vouchers for bank code : bank3 | | | | | | Bank total : 4,677.51 |
| 1 Vouchers in this report | | | | | | Total vouchers : 4,677.51 |

Voucher Registers are not final until approved by Council.

Page:

1

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: December 2, 2019

Subject: Consideration to Approve Co-Sponsorship of the Earth Day Network Green City Program for the 50th Anniversary of Earth Day and the Use of the City Seal

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Co-Sponsorship of the Earth Day Network (EDN) Green City Program for the 50th Anniversary of Earth Day;
- b. Approve the use of the City seal on the print material and social media pursuant to City Council Resolution No. 6904 (Attachment "A");
- c. Authorize use of the City seal for all EDN Green City Program events, with City Manager approval; and
- d. Authorize the City Manager, or designee, to execute the Partnership Agreement (Attachment "B").

BACKGROUND:

1. On February 19, 2019, the City Council established the Green City Ad Hoc Committee (Mayor Fajardo and Vice Mayor Ballin) to review information and develop policy recommendations to City Council related to the City's environmental related programs, including environmental programs available to City residents, public outreach efforts, City Hall programs to decrease carbon footprint, and other Green City items that require additional study.
2. On October 16, 2019, Rosemont Sebastian, EDN Green Cities Coordinator, requested that the City co-sponsor the Earth Day Network's program to celebrate the 50th Anniversary of Earth Day on April 22, 2020.
3. On October 21, 2019, the City Council made changes to the Green City Ad Hoc Committee, adding Councilmember Pacheco and removing Vice Mayor Ballin.

Consideration to Approve Co-Sponsorship of the Earth Day Network Green City Program for the 50th Anniversary of Earth Day and the Use of the City Seal

Page 2 of 3

4. On November 18, 2019, the Green City Ad Hoc Committee met and discussed, among other topics, supporting the EDN's program to celebrate the 50th Anniversary of Earth Day in conjunction with the City's existing Earth Day and Arbor Day celebrations through co-branding and marketing on the City's website and Social Media.

ANALYSIS:

The goal of the EDN Green Cities Program is to be a resource for cities planning Earth Day events and to provide a platform for cities to feature their Earth Day events and announcements. EDN has created a "menu" for cities to provide inspiration for planning for Earth Day, including:

- Earth Day 2020 Cities/Counties;
- Marches, Rallies and Events;
- Earth Challenge 2020;
- Great Global Cleanup;
- End Plastic Pollution;
- Foodprints for the Future;
- Climate Education;
- MobilizeU and Teach-Ins;
- Artists for the Earth; and
- Vote Earth.

EDN's global initiatives and campaigns are pathways for cities and their local partners to engage the community and connect their events to the Broader Earth Day movement. Cities and agencies that are partnering with EDN for the Earth Day 50th Anniversary include Anchorage, Atlanta, Baltimore, Charlotte, Columbia, Denver, Orlando, Pittsburgh, Portland (ME), Portland (OR), National League of Cities, and the International Council for Local Environmental Initiatives (ICLEI).

The co-sponsorship request includes the City registering with EDN as a Green City partner and co-branding the City's existing Earth Day and Arbor Day celebrations with EDN's 50th Anniversary of Earth Day logo. The Ad Hoc Committee supports the recommendation to approve registering as a Green City and co-branding the events.

BUDGET IMPACT:

Staff support for the Green City Ad Hoc Committee and the cost of the annual Earth Day/Arbor Day celebrations are included in the Administration Department work program and Public Works Department budget, respectively. There is no cost associated with registering as a Green City partner and the Partnership Agreement authorizes the City to use the EDN 50th Anniversary of

Consideration to Approve Co-Sponsorship of the Earth Day Network Green City Program for the 50th Anniversary of Earth Day and the Use of the City Seal

Page 3 of 3

Earth Day logo free of charge. The Partnership Agreement does not bind the City to expend any additional funds.

CONCLUSION:

Staff is requesting that the City Council approve the partnership and the use of the City seal. Becoming a Green City Partner for the 50th Anniversary of Earth Day will engage San Fernando residents of all ages, as well as inspire the community to learn about environmental action to build a sustainable and just future.

ATTACHMENTS:

- A. Resolution No. 6904
- B. Partnership Agreement

RESOLUTION NO. 6904**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SAN FERNANDO, AMENDING THE STANDARD
MANAGEMENT PROCEDURE REGARDING USE OF CITY
SEAL**

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY
FINDS AND RESOLVES:**

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
4. The City seal may not be used for political or commercial purposes.
5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

Dr. José Hernández
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada
Michael Estrada, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5th day of May, 2003; and that the same was passed by the following vote:

AYES: Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES: None

ABSENT: None

Elena G. Chávez
Elena G. Chávez, City Clerk

ATTACHMENT "B"

Earth Day Network Partnership Agreement

Between:

A. EARTH DAY NETWORK, a not for profit organization, registered in the United States as a 501c3, and whose office is located at 1616 P Street NW, Suite 340, Washington, USA (hereinafter referred to as 'EDN').

B. PARTNER, information found in above form.

1. Partnership Parameters

EDN and Partner share common goals and objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, contributing to the fight against climate change and the preservation of biodiversity worldwide; and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.

The parties hereby agree that:

1.1 EDN will provide Partner with an "Earth Day 50 Years" logo (the "EDN Logo") that Partner can distribute along with Earth Day 2020 materials. Partner only has permission to use the trademarked logo until December 30th, 2020. Partner does not have permission to transfer the right to use the EDN Logo and EDN has the right to revoke permission for Partner to use the EDN Logo upon ten (10) days written notice.

1. 2 EDN will list Partner's Earth Day event on the EDN registered Earth Day Events webpage and list Partners' logo and the Earth Day 2020 Partner's webpage with link to Partner's website;

1.3 Partner will provide Earth Day 2020 and Earth Day Network with a digital presence on Partner's web site, including by using the EDN Logo and a link to "earthday.org";

1.4 Partner will disseminate information to its network about the Earth Day 2020 initiatives;

2. Ownership of EDN Logo

Partner agrees that it has no rights to use the EDN Logo except as provided in this License and all uses of the EDN Logo by the Partner, and the associated goodwill, shall inure solely to the benefit of EDN.

3. Disclaimer.

EDN DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE IN THE EDN LOGO. IN NO EVENT WILL EDN BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR EXPENSES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE EDN LOGO, EVEN IF EDN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Costs

Each party shall be responsible for its own costs associated with this Agreement and its obligations hereunder.

5. Official emblems and logos

Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case; provided, however, that Partner has the right to use the EDN Logo as provided herein and EDN has the right to use the Partner Logo as provided herein.

6. Agreement

6.1 This Agreement shall enter into effect on the date of signature of both parties.

6.2 This Agreement is governed by and construed in accordance with the laws of the District of Columbia within the United States of America.

6.3 This Agreement may be amended only with the consent of both parties.

6.4 Partner's relationship to EDN during the time this Agreement is in effect shall be that of an independent contractor, and not as an employee or agent. Partner may not make any commitments, or bind or purport to bind or represent EDN or any of its affiliates in any manner either as its agent or in any other capacity.

6.5 Each party reserves its rights to terminate this Agreement upon thirty (30) days written notice to the other party. In addition, EDN may immediately terminate this Agreement in the event that EDN believes that the Partner breached any material condition of this Agreement or EDN otherwise believes the termination is in EDN's best interests, as determined in EDN's sole discretion.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of today's date.

Earth Day Network

Sebastian Rosemont, Green Cities Coordinator

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: J. Diego Ibañez, Director of Finance
Sandra Soto, Senior Account Clerk

Date: December 2, 2019

Subject: Consideration to Approve Calendar Year 2020 Business Permits for Certain Business Activities as Required by the City Code

RECOMMENDATION:

It is recommended that the City Council approve the Business Permits for Calendar Year 2020 for businesses engaged in certain business activities (Attachment "A"), as required by Article III of Chapter 22 of the San Fernando City Code (SFCC).

BACKGROUND:

1. On August 30, 2019, Business Permit Renewal Applications for calendar year 2020 were mailed to those businesses that require City Council approval per Article III of Chapter 22 of the SFCC prior to issuance of a Business License (see Attachment "B" for complete list of Business Activities that require a Permit). The completed applications were due on September 30, 2019.
2. On November 6, 2019, all completed applications received by the Finance Department were submitted to the Community Development Department for review of zoning and building requirements. All applications were subsequently approved.
3. On November 15, 2019, all applications received by the Finance Department and approved by the Community Development Department were submitted to the Police Department for approval. All applications were approved.
4. On November 22, 2019, all completed applications received by the Finance Department and approved by the Community Development Department and Police Department were submitted to the Public Works Department for review and approval. All applications requiring their approval were approved.

Consideration to Approve Calendar Year 2020 Business Permits for Certain Business Activities as Required by the City CodePage 2 of 2

ANALYSIS:

Article III of Chapter 22 of the SFCC requires certain types of businesses (see section 22-215, which is included as Attachment “B”) to obtain a Business Permit as a prerequisite to receiving their regular Business License. Business Permits require the approval of the City Council.

Each affected business must file an application, in writing, specifying where the business is proposed to operate. Once approved, the permit is valid for the calendar year, or a shorter period of time, as may be prescribed by any resolution of the City Council or in the Business Permit.

Applications are submitted to the Finance Department and reviewed by the Police, Community Development and Public Works departments for compliance with all applicable regulations. Completed applications are on file in the Finance Department.

If the Business Permits are approved, they will expire on December 31, 2020. After the expiration date, applicants will be required to submit a renewal for the upcoming calendar year.

BUDGET IMPACT:

The Business Permit fees previously adopted by the City Council ensure the administrative costs associated with said applications are recovered by the City.

CONCLUSION:

By approving Business Permits for the businesses noted in Attachment “A,” the City Council authorizes those businesses to continue their operations for calendar year 2020 at the specified commercial addresses.

ATTACHMENTS:

- A. List of Business License Permit Applicants for 2020
- B. Section 22-215 of the SFCC

ATTACHMENT “A”**BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215):****AUTOMOBILE DEALERS (USED)**

Western Motor Sports
Valley Auto Sales
Isaac’s Auto Sales
Rydell Chrysler Dodge Jeep Ram
Ganas Auto Group
Diego’s Auto Sales

BINGO

San Fernando Elks #1539
St. Ferdinand’s Catholic Church
American Legion Post 176

DANCING

El Potro Bar

DANCING ACADEMY

Fox Studio of Dance
Royalty Dance Academy
Danzone

FORTUNE TELLERS

Botanica Santa Barbara

MASSAGE

QQ Spa
Vide Spa

MISCELLANEOUS

Orange Grove Mobile Home Park
San Fernando Swap Meet

PEDDLERS

Garcia Produce

POOL TABLES

El Potro Bar

BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215) CONTINUED:**PRIVATE PATROL/SECURITY**

Security Specialists / Tyan Inc

REFUSE DISPOSAL

Consolidated Disposal Service, LLC

SECOND-HAND MERCHANDISE

Cassell's Music

Goodyear Tire Center

Addax Inc

LE-TAC

SECOND-HAND JEWELRY (PAWNSHOP)

San Fernando Loan Company

ATTACHMENT “B”

A person desiring to obtain a permit to conduct, manage or deal in any business mentioned in Section 22-215 of this article shall file an application in writing with the city council specifying by street and number the place where such business is proposed to be conducted or carried on.

Sec. 22-215.

| Business or Activity for Which Permit is Required |
|--|
| Antique shop |
| Arcade |
| Auction (jewelry) |
| Auctioneer |
| Auto rental |
| Auto reposessor: |
| Owner |
| Employee |
| Auto wrecking |
| Bath |
| Bowling alley |
| Boxing (amateur) contest |
| Carnival |
| Closing-out sale |
| Dance, public (only one) |
| Dancehall: |
| Cafe, bar where liquor is sold |
| Public Dancehall |
| Dancing academy |
| Dancing club |
| Escort bureau |
| Fire sale |
| Fireworks sale |

| Business or Activity for Which Permit is Required |
|---|
| Game, skill and chance |
| Handbill (as defined in <u>section 6-31</u>) distribution business |
| Junk and/or refuse collector |
| Junk dealer |
| Massage parlor |
| Merry-go-round |
| Pawnbroker |
| Pool room |
| Pool tables (two only), incidental to main business activity, per table |
| Private patrol |
| Secondhand dealer: |
| Auto parts |
| Books |
| General |
| Jewelry |
| Used automobile vehicles |
| Shooting gallery |
| Show (in liquor establishment) |
| Skating rink |
| Street speaking |
| Swap meet operator |
| Tattooing and/or body piercing |
| Trailer camps |

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: December 2, 2019

Subject: Consideration to Approve a Franchise Agreement with Black & White Towing, Inc. for Towing and Storage Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7970 (Attachment "A") approving a Franchise Agreement for Vehicle Towing and Storage Services between the City and Black & White Towing, Inc. (Exhibit "A" of Attachment "A" - Contract No. 1937) for a term of five years; and
- b. Authorize the City Manager, or designee, to execute all related documents.

BACKGROUND:

1. On March 24, 2014, the City Council awarded Black & White Towing, Inc. a Franchise Agreement for exclusive Vehicle Towing and Storage Services for the City (Attachment "B" – Contract No. 1740).
2. The initial term of the contract was five years, expiring on March 29, 2019. Section 2.5.2 provided for an additional five-year extension of the Agreement with 120-day written extension request from the Franchisee and City Council approval.
3. On November 13, 2018, the Police Department and the City Manager received the requisite extension request from Black & White Towing, Inc. requesting an additional five-year term pursuant to Section 2.5.2.
4. On February 19, 2019, staff presented an Agenda Report (Attachment "C") to the City Council with a Five-Year extension in accordance with Section 2.5.2 of the Franchise Agreement. The

Consideration to Approve a Franchise Agreement with Black & White Towing, Inc. for Towing and Storage Services

Page 2 of 6

City Council did not approve the extension and directed staff to issue a Request for Qualifications (RFQ) for Vehicle Towing and Storage Services.

5. On March 13, 2019, the City extended the Franchise Agreement for Vehicle Towing and Storage Services through December 31, 2019 (Attachment “D” - Contract No. 1740 (a)).
6. On September 26, 2019, the City released the RFQ (Attachment “E”), advertised it in the local adjudicated newspaper, and posted it to the City’s website.
7. On October 21, 2019, the City Clerk received proposals in response to the RFQ from three vendors:
 - a) Black & White Towing, Inc.;
 - b) Jon’s Towing; and
 - c) Mid Valley Towing.

ANALYSIS:

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

Staff conducted an extensive review of each of the three proposals and it was determined that only Black & White Towing, Inc., met all of the requirements set forth in the RFQ. A detailed matrix with evaluation of qualifications is included (Attachment “F”). A summary is provided in the table below:

| Tow Operator | Total Specifications | No. of Specifications Met or Exceeded |
|----------------------------|-----------------------------|--|
| Black & White Towing, Inc. | 14 | 14 |
| Jon’s Towing | 14 | 5 |
| Mid-Valley Towing | 14 | 4 |

Black & White Towing, Inc. is a City of Los Angeles Official Police Garage (OPG), which means the Los Angeles Police Commission (Police Commission) provides oversight, background checks, audits, and inspections at all Black & White Towing, Inc. facilities to ensure compliance with all applicable Regulatory laws. The supervision provided by the Police Commission is a significant benefit for the City as it alleviates the City from having to review and enforce compliance with State laws.

Consideration to Approve a Franchise Agreement with Black & White Towing, Inc. for Towing and Storage ServicesPage 3 of 6

Black & White Towing, Inc. has been in business since 1946 and has demonstrated the requisite experience and facilities to perform all of the vehicle towing and secure storage duties required by the City. This is evident by their continued operation, current contracts with both the City and the County of Los Angeles, and their status as an OPG for the City of Los Angeles serving both Mission and Foothill Police divisions.

Black & White Towing, Inc. has the physical facilities that meet or exceed the requirements listed in the RFQ so services may be provided without delay or interference. The primary storage lot is conveniently located 1.5 miles from the Police Department, which enables a short response time to calls for service and is easily accessible to local customers. The required response time requirement is 20 minutes. However, 2019 data demonstrated that the response time for calls for service from Black & White Towing, Inc. averaged 10 minutes and 13 seconds. This rapid response time is a clear benefit to Police Department personnel and the community. In addition, Black & White Towing, Inc. has modernized their dispatch center, installed a security surveillance system throughout their storage lots and evidence area, enhanced documentation of towed vehicles with before pictures taken at the scene and pictures of the vehicle at the storage lot, and updated their vehicle inventory system at storage lots. These enhancements have reduced claims of vehicles damaged during storage and theft from stored vehicles.

The City has not received any complaints regarding poor customer service, unethical or predatory practices or criminal conduct on behalf of Black & White Towing, Inc. As part of the proposal review, staff contacted the Los Angeles Police Department (LAPD), Criminal Investigative Division (CID) who has regulatory authority over all tow contractors within the City of Los Angeles, including LA OPG operators. Staff discovered that Black & White Towing, Inc. has one sustained complaint in October 2018. The complaint is related to a sub-contracted employee who worked on his own customer's vehicle while on the premises of Black & White Towing, Inc. Upon discovery of this incident, Black & White Towing, Inc. immediately fired the sub-contracted employee, located the vehicle and facilitated its return to the customer. An additional check with the Better Business Bureau revealed no complaints.

Staff also verified the record of performance for Black & White Towing, Inc. with the Los Angeles County Sheriff's Department (LASD) contract and it was determined they meet the Los Angeles County requirements with no significant complaints or issues. During a telephonic interview with LASD Investigator Bashmakian on November 7, 2019, he indicated that he has personally inspected Black & White Towing, Inc. two times per year for the last 15 years with no compliance issues and they have never failed to pass inspection.

Black & White Towing, Inc. has the facilities, 24 hour per day staffing, equipment and knowledge to safely, securely tow, and store vehicles as needed by the Police Department. The lot is secured with a solid wall with deterrent wrought iron on top. The lot can hold well over the required 65 vehicles. The lot is illuminated by LED lighting and there are high definition surveillance cameras allowing for complete coverage. The office facilities provide comfort amenities for customers

Consideration to Approve a Franchise Agreement with Black & White Towing, Inc. for Towing and Storage ServicesPage 4 of 6

and contain the required signage. The evidence hold area exceeds the capacity required by the RFQ.

Black & White Towing, Inc. has impound policies and procedures that facilitate the expeditious return of vehicles to reduce inconvenience to the customer. The office is staffed from 6:00 a.m. to 7:00 p.m., Monday through Friday to assist customers with the release of vehicles. Although the posted signage states that stored or impounded vehicles are only released during business hours, the President/CEO clarified that vehicles without any type of hold (e.g., vehicles that had been towed for blocking a driveway) can be released 24 hours per day as both drivers and dispatchers are always available to assist customers. The City impound and storage fees are noticeably posted on City letterhead for clarity for the customers.

Black & White Towing, Inc. has demonstrated the ability to meet the City's requirements under this RFQ.

Performance and Value Added Services.

Black & White Towing, Inc. has been the service provider for the City since 1996. Their record of performance under the current tow services contract is exemplary. They have responded well within the 20-minute time frame for calls for service, provided monthly reports and payment of franchise fees on time and without issue, and has safely stored vehicles towed by the City, including vehicles impounded as evidence. In addition, their evidence storage area has proven more than adequate. During a recent search warrant, the Police Department impounded five vehicles for investigative holds and they were able to be stored without issue.

Because Black & White Towing, Inc. has been the exclusive provider for the City for over 20 years, the owner, operator and employees have a strong understanding of City codes and procedures. Their dispatchers are available 24 hours per day, seven days per week and can easily make corrections to reports as needed given the requirement to mail notices within five days of impound. As mentioned previously, the City has not received any substantiated complaints of misconduct, non-compliance, or property damage and there have been no issues of out of compliance activity noted by the Police Commission as they have maintained their status as an OPG for over seven decades. The financial strength of Black & White Towing, Inc. is evident by their sustained business operations since 1946 with no filings of bankruptcy protection. In addition, Black & White Towing, Inc. holds a 20-year lease for the existing property, which ensures stability of storage and impound facilities despite any fluctuations in the economy.

In addition to meeting the specifications outlined in the RFQ, Black and White Tow offers a number of value-added services and internal procedures to ensure quality customer service. Black & White Towing, Inc. has an employee handbook that contains topics regarding excellent customer service strategies, problem solving techniques, and OPG requirements. All employees are required to review and sign thereby acknowledging understanding and receipt of the requirements. This ensures that all staff have the tools and knowledge to provide the required

Consideration to Approve a Franchise Agreement with Black & White Towing, Inc. for Towing and Storage ServicesPage 5 of 6

high standard of customer service that both the City and County of Los Angeles require. In addition, Black & White Towing, Inc. has a strict procedure for safeguarding personal property in impounded/stored vehicles including photographing, documenting and securing property in locked containers under surveillance.

As an additional customer service enhancement, Black & White Towing, Inc. employs a computer system that LA OPG established titled Vehicle Locator Program (OPGLAVIIC.COM). This computer database is available to the public and provides a myriad of information regarding vehicle impound including the tow yard, location, storage and fees for each day the vehicle is stored, as well as the police agency that stored or impounded the vehicle. This public database provides critical information with relative ease, which enhances customer convenience. In addition, this database demonstrates the type of transparency that both maintains and strengthens public trust.

In recent months, many cities, including San Fernando, have been addressing the complex and sensitive issue of motorhomes parked over 72 hours. These motorhomes create blight and hazardous conditions due to the waste stored within. Black & White Towing, Inc. took a proactive approach and negotiated with multiple agencies, including Los Angeles Department of Sanitation and recycling centers to ensure their proper disposal. This benefits the City and its residents by ensuring the community has the means to both safely and efficiently reduce a source of blight and enhance the quality of life for the community members.

BUDGET IMPACT:

There is no cost to the City per the Agreement. Instead, a Franchise Fee is paid to the City of \$45 per impound. This has generated a total of \$124,155 over the last five years of the contract, or an average of \$24,831 per year. It is expected that the Franchise Fee will continue to generate approximately \$25,000 per year in revenue.

CONCLUSION:

Black & White Towing, Inc. was the only proposer to meet all of the requirements described in the RFQ and has provided exemplary service to the City since 1996. As an OPG, Black & White Towing, Inc. must routinely comply with regulatory oversight by the Los Angeles Police Commission. This oversight ensures compliance with vehicle towing and impound laws in order to safeguard the customers from unethical practices. Black & White Towing, Inc. has maintained its OPG certification for seven decades, which demonstrates the strict adherence to the regulatory body. For the myriad of reasons stated above, staff is requesting the City Council approve the Franchise Agreement to Black & White Towing, Inc. for Vehicle Towing and Storage Services for a period of five years.

Consideration to Approve a Franchise Agreement with Black & White Towing, Inc. for Towing and Storage ServicesPage 6 of 6

ATTACHMENTS:

- A. Resolution No. 7970 with Exhibit "A" (Contract No. 1937)
- B. Contract No. 1740
- C. Staff Agenda Report (February 19, 2019)
- D. Contract No. 1740(a)
- E. RFQ
- F. Proposal Evaluation Matrix

ATTACHMENT "A"

RESOLUTION NO. 7970**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE EXECUTION OF A CERTAIN FRANCHISE AGREEMENT ENTITLED "FRANCHISE AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES" BETWEEN THE CITY OF SAN FERNANDO AND BLACK & WHITE TOWING, INC.**

WHEREAS, the 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 investigation of crimes;

WHEREAS, the City lacks the facilities, equipment and personnel to perform the services called for in the towing program and must contract for such services;

WHEREAS, pursuant to San Fernando City Code Section 90-911, any towing or vehicle storage done on behalf of the City or at the request of the Police Department is classified as part of the City's towing program and shall be performed only by a towing and storage operator who has been approved by the City to perform such services and who has executed a franchise agreement with the City;

WHEREAS, Black & White Towing, Inc. represents that it possesses the facilities, equipment and personnel necessary to perform the services called for in the City's towing program and is qualified to provide such services;

WHEREAS, pursuant to California Vehicle Code Section 12110 and San Fernando City Code Section 90-911, the City is authorized to enter into a franchise agreement and impose a franchise fee;

WHEREAS, the City currently has a Vehicle Towing and Storage Services Agreement with Black & White Towing, Inc., which shall expire by its terms on December 31, 2019; and

WHEREAS, the City desires to approve the Franchise Agreement for the Vehicle Towing and Storage Services between the City of San Fernando and Black & White Towing, Inc. substantially in the form attached (Exhibit "A") and approve the amount of the franchise fee to be paid by Black & White Towing, Inc.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby found to be true and correct and are incorporated into this Resolution.

SECTION 2. The City Council hereby approves the Franchise Agreement for Vehicle Towing and Storage Services between the City of San Fernando and Black & White Towing, Inc. (the "Agreement") (Exhibit "A").

SECTION 3. The franchise fee to be charged for the purpose of recouping the costs of the administration and operation of the towing program pursuant to the Agreement shall be Forty-five Dollars (\$45) per vehicle towed.

SECTION 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

SECTION 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED, AND ADOPTED this 2nd day of December, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 2nd day of December, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT “A”

CONTRACT NO. 1937

FRANCHISE AGREEMENT

FOR

VEHICLE TOWING AND STORAGE SERVICES

BETWEEN

THE CITY OF SAN FERNANDO

AND

BLACK & WHITE TOWING, INC.

DATED DECEMBER 2, 2019

FRANCHISE AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES

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

RECITALS

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

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

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

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

ARTICLE 1. AGREEMENT – PURPOSE AND CONTENTS.

1.1. Purpose.

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

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

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

1.2. Documents Constituting Agreement.

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

1.3 Definitions

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

ARTICLE 2. AGREEMENT AND TERM.

2.1. Incorporation of Recitals.

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

2.2. Award of Agreement.

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

2.3. Scope of Services.

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

2.4. Effective Date.

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

2.5. Term.

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

2.5.1 Renewal.

Reserved for future use.

2.6. Suspension and Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

2.7. Conflicts with San Fernando City Code.

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

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

ARTICLE 3. FRANCHISE FEES AND ADMINISTRATION.

3.1. Franchise Fees.

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

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

3.2. Schedule of Payment.

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

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

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

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

3.3. Administration.

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

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

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

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

ARTICLE 4. GENERAL PROVISIONS.

4.1. Insurance.

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

4.2. Indemnification.

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

4.3. Assignment or Transfer Prohibited.

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

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

4.4. Notices.

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

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

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

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

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

4.5. Authority to Enter Agreement.

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

4.6. Audit of Franchisee's Books and Accounts.

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

4.7. Severability.

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

4.8. Independent Contractor.

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

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

4.9. No Third Party Beneficiaries.

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

4.10. No Waiver.

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

4.11. Time of the Essence.

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

4.12. Modification and Amendment.

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

4.13. Binding on Successors and Assigns.

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

4.14. Institution of Legal Actions.

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

4.15. Attorneys' Fees.

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

4.16. Applicable Law.

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

4.17. Use of Captions.

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

4.18. Interpretation.

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

4.19. Cooperation and Further Acts.

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

4.20. Reservation of Rights.

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

4.21. Force Majeure

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

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

4.22. Incorporation by Reference

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

4.23. Integration.

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

ARTICLE 5. FRANCHISEE'S REPRESENTATIONS AND OBLIGATIONS.

5.1. Personnel.

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

5.2. Governing Requirements.

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

5.3. Performance and Operational Standards.

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

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

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

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

5.4. Rates and Charges.

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

5.5 Prohibited Employment.

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

ARTICLE 6. SIGNATURES.

6.1. Counterpart Originals.

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SAN FERNANDO

A Municipal Corporation

Joel Fajardo, Mayor

ATTEST:

_____(SEAL)
City Clerk

FRANCHISEE:

BLACK & WHITE GARAGE, INC.

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**VEHICLE TOWING AND SECURE STORAGE
SERVICE PROVISIONS**

I. GENERAL PROVISIONS

A. SERVICES TO BE PERFORMED

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

B. CONDUCT

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

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

C. REGULATION

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

D. COOPERATION

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

E. SUPERVISION

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

F. PRIORITY AND RESPONSE TIME

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

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

G. ADMINISTRATION

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

H. SETTLEMENT OF DISPUTES

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

I. CITY NOT LIABLE

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

J. REPORTS TO BE MADE TO CITY

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

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

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

K. INSURANCE AND INDEMNITY REQUIREMENTS

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

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

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

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

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

2. **Indemnification.**

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

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

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

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

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

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

M. IMPOUND REPORTS

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

N. NOTIFICATIONS

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

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

O. STORAGE

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

Exceptions:

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

P. LIEN ON STORED VEHICLES AND LIEN SALES

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

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

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

Q. DISPUTES AND INJURIES

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

R. CITY VEHICLES

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

S. TRAFFIC ACCIDENT SCENE CLEANUP

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

T. FAX MACHINE

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

U. TOXIC MATERIALS

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

V. COST TO CITY

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

W. COLLECTION OF FEES

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

X. PERMITS AND CERTIFICATES

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

Y. BACKGROUND INVESTIGATION AND FEE REQUIRED

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

Z. FRANCHISE FEES

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

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

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

II. TOWING PROVISIONS

A. PLACE TO WHICH VEHICLES SHALL BE TOWED

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

B. EVIDENCE TO BE SAFEGUARDED

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

C. TOWING AND STORAGE CHARGES; BILLING

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

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

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

All bills for towing and storage shall be itemized.

D. INVENTORY

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

III. STORAGE PROVISIONS

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

A. PRIMARY STORAGE LOT

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

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

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

B. INVESTIGATIVE HOLD AREA AND VEHICLES

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

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

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

C. SECONDARY STORAGE LOTS

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

D. STORAGE OF VEHICLES

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

E. ENCLOSING OF STORAGE AREAS

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

F. OFFICE

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

G. RESPONSIBILITY FOR VEHICLE, ACCESSORIES, AND PERSONAL PROPERTY

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

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

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

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

I. PROTECTION AND HANDLING OF VEHICLES

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

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

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

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

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

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

J. RELEASE OF VEHICLES

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

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

L. REGULATION

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

M. FRANCHISEE REQUEST TO CHANGE RATES AND CHARGES

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

IV. STAFFING PROVISION

A. SUFFICIENT PERSONNEL

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

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

B. DISPATCHER

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

C. TIMEKEEPING AND DELAYS

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

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

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

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

D. OPERATORS

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

V. VEHICLES AND EQUIPMENT PROVISIONS

A. TOW UNITS RADIO EQUIPMENT

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

B. DISPATCHER'S OFFICE RADIO COMMUNICATIONS

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

1. Tow Trucks.

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

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

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

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

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

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

C. TOW TRUCK PARKING

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

D. TOW UNIT MARKINGS

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

EXHIBIT B

TOWING PROGRAM FRANCHISE FEE

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

CITY OF SAN FERNANDO TOWING PROGRAM
FRANCHISE FEE QUARTERLY STATEMENT

BLACK & WHITE TOWING, INC.

REPORTING PERIOD _____

FEE COMPUTATION

Based on Customers within City of San Fernando

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

READ CAREFULLY BEFORE SIGNING

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

Signature

Title

Date

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------------------------------|
| ARTICLE 1. Agreement – Purpose and Contents | 2 |
| 1.1 Purpose..... | 2 |
| 1.2. Documents Constituting Agreement..... | 3 |
| ARTICLE 2. Agreement and Term | 3 |
| 2.1. Incorporation of Recitals..... | 3 |
| 2.2. Award of Agreement..... | 3 |
| 2.3. Scope of Services | 4 |
| 2.4. Effective Date | 4 |
| 2.5. Term..... | 4 |
| 2.5.1. Initial Term. | Error! Bookmark not defined. |
| 2.5.2. Renewal Term..... | Error! Bookmark not defined. |
| 2.6. Suspension and Termination of Agreement..... | 4 |
| 2.6.1. Suspension and/or Termination by City. | 4 |
| 2.6.2. Termination by Franchisee. | 5 |
| 2.7. Conflicts with San Fernando City Code | 5 |
| 2.7.1. Conflicts..... | 5 |
| 2.7.2. Application of Amendments..... | 5 |
| ARTICLE 3. Franchise Fees and Administration..... | 6 |
| 3.1. Franchise Fees..... | 6 |
| 3.1.1. Franchise Fees..... | 6 |
| 3.1.2. Franchise Fee Adjustment..... | 6 |
| 3.2. Schedule of Payment..... | 6 |
| 3.2.1. Payment of Franchise Fees. | 6 |
| 3.2.2. Effect of Accepting Payment. | 6 |
| 3.2.3. Remittance. | 6 |
| 3.3. Administration. | 6 |
| 3.3.1. Designation of Representatives..... | 6 |
| 3.3.2. Franchisee Representative. | 7 |
| 3.3.3. City Representative..... | 7 |
| ARTICLE 4. General Provisions | 7 |
| 4.1. Insurance | 7 |
| 4.2. Indemnification | 7 |
| 4.3. Assignment or Transfer Prohibited | 7 |
| 4.4. Notices | 8 |
| 4.5. Authority to Enter Agreement | 9 |
| 4.6. Audit of Franchisee’s Books and Accounts..... | 9 |
| 4.7. Severability | 9 |
| 4.8. Independent Contractor..... | 9 |
| 4.9. No Third Party Beneficiaries | 10 |
| 4.10. No Waiver..... | 10 |

| | |
|---|----|
| 4.11. Time of the Essence | 10 |
| 4.12. Modification and Amendment | 10 |
| 4.13. Binding on Successors and Assigns..... | 10 |
| 4.14. Institution of Legal Actions | 10 |
| 4.15. Attorneys' Fees | 11 |
| 4.16. Applicable Law | 11 |
| 4.17. Use of Captions..... | 11 |
| 4.18. Interpretation..... | 11 |
| 4.19. Cooperation and Further Acts | 11 |
| 4.20. Reservation of Rights..... | 11 |
| 4.21. Force Majeure | 11 |
| 4.22. Incorporation by Reference..... | 12 |
| 4.23. Integration | 12 |
| ARTICLE 5. Franchisee's Representations and Obligations | 12 |
| 5.1. Personnel..... | 12 |
| 5.2. Governing Requirements | 12 |
| 5.3. Performance and Operational Standards..... | 12 |
| 5.4. Rates and Charges | 13 |
| ARTICLE 6. Signatures | 13 |
| 6.1. Counterpart Originals..... | 13 |

FRANCHISE AGREEMENT

FOR

VEHICLE TOWING AND STORAGE SERVICES

BETWEEN

THE CITY OF SAN FERNANDO

AND

BLACK & WHITE GARAGE, INC.

DATED APRIL 8, 2014

**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 8TH DAY OF APRIL, 2014, BY AND BETWEEN THE CITY OF SAN FERNANDO, A CITY CORPORATION (“CITY”), AND BLACK & WHITE GARAGE, INC. (“FRANCHISEE”).

RECITALS

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

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

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

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

ARTICLE 1. AGREEMENT – PURPOSE AND CONTENTS.

1.1. Purpose.

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

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

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

1.2. Documents Constituting Agreement.

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

ARTICLE 2. AGREEMENT AND TERM.

2.1. Incorporation of Recitals.

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

2.2. Award of Agreement.

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

2.3. Scope of Services.

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

2.4. Effective Date.

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

2.5. Term.

2.5.1. Initial Term. The term of this Agreement shall commence on March 30, 2014 ("Commencement Date"), and shall continue thereafter for five (5) consecutive years. This Agreement shall expire and terminate at 11:59 p.m. on March 29, 2019, 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.

2.5.2. Renewal Term. Commencing with the date of execution of this Agreement, City Council may consider a request from the Franchisee to renew this Agreement for an additional five (5) year term. The extension of the term, if exercised by the City Council, 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 City Council, in the reasonable exercise of its discretion, may approve or deny Franchisee's request upon consideration of Franchisee's past conduct under this Agreement and the applicable provisions of the SFCC. 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.

2.6. Suspension and Termination of Agreement.

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

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

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

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

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

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

- (ii) Fails to pay the Franchise Fee in a timely manner;
- (iii) Assigns or transfers this Agreement, any part thereof or any interest therein without the prior written consent of the City; or
- (iv) Otherwise breaches the provisions of this Agreement, the Services Provisions or any related documents.

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

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

2.7. Conflicts with San Fernando City Code.

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

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

ARTICLE 3. FRANCHISE FEES AND ADMINISTRATION.

3.1. Franchise Fees.

3.1.1. Franchise Fees. Franchisee shall pay to City on a quarterly basis the franchise fees authorized by City Council pursuant to San Fernando City Code section 90-911 and all resolutions authorized thereby. The Franchise Fee, as of the Commencement Date, is \$45.00 per vehicle towed, as adopted by the City Council in Resolution 7302 on March 30, 2009.

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

3.2. Schedule of Payment.

3.2.1. Payment of Franchise Fees. The first Franchise Fee payment shall be due April 15, 2014, and shall cover the period from the date of this Agreement until March 31, 2014. Thereafter, the Franchise Fee shall be payable quarterly, pursuant to the provisions of Section I(Z) of the Service Provisions. Each such payment shall be accompanied by an accounting, substantially in the form attached hereto as Exhibit B, which sets forth the number of vehicles towed during the preceding quarter.

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

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

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

3.3. Administration.

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

3.3.2. Franchisee Representative. The Franchisee Representative shall be principally responsible for Franchisee's obligations under this Agreement and shall serve as the principal liaison between Franchisee and City. The Franchisee Representative shall be authorized to act in Franchisee's behalf with respect to the services specified herein. The Franchisee Representative shall remain responsible during the term of this Agreement for directing all activities of Franchisee and devoting sufficient time to personally supervise the services hereunder. Designation of another representative by Franchisee shall not be

made without the prior written consent of City. Unless otherwise specified herein, approval of the Franchisee Representative required hereunder shall be deemed the approval of the Franchisee.

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

ARTICLE 4. GENERAL PROVISIONS.

4.1. Insurance.

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

4.2. Indemnification.

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

4.3. Assignment or Transfer Prohibited.

The reputation, capability and identity of Franchisee are important and material factors in the award of this franchise. Accordingly, Franchisee shall not assign, sell, subcontract, or otherwise transfer any of its obligations, rights, benefits, or other interests it may have under this Agreement to any other person or entity without the prior written consent of City to such transfer or assignment. City may, in its sole discretion, withhold consent to any sale, assignment, or other transfer of this Agreement with or without cause, and may solicit new proposals for the Towing Program. City's consent to a transfer or assignment shall neither relieve Franchisee of its obligations under, nor alter the terms of, this Agreement. For the purposes of this section, the sale, assignment, or other transfer from any person or group of persons collectively having an interest of fifty percent (50%) or more in Franchisee (whether by means of ownership of stock, partnership interests, tenancy, or otherwise) to any other person or entity shall be deemed an assignment subject to the provisions of this section. Any attempted or purported assignment, sale or other transfer by Franchisee without the prior written consent of City shall be null, void and of no effect.

4.4. Notices.

Any notice authorized or required to be given by this Agreement shall, unless otherwise specified in this Agreement, be served by personal delivery or by depositing such notice in the

United States mail with first-class postage prepaid, addressed to the person and addresses listed below for each party, unless written notice is provided by either party as to a change of address for that party:

City: Chief of Police
c/o Support Services Division Commander/Lt. Nichole Hanchett
San Fernando Police Department
910 First Street
San Fernando, California 91340
Phone: (818) 898-1250
Fax: (818) 361-3697

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

Franchisee: Black & White Garage, Inc.
10857 San Fernando Road
Pacoima, CA 91331
Attn: Bart Torres, President
Phone: (818) 896-9511
Fax: (818) 896-1031

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

4.5. Authority to Enter Agreement.

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

4.6. Audit of Franchisee's Books and Accounts.

In addition to the requirements of Section I(L) of Exhibit A, Franchisee shall make its books and records available to City during regular business hours, upon 24-hours written notice

from City, for the purpose of auditing and verifying Franchisees payment of Franchise Fees and compliance with this Agreement.

4.7. Severability.

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

4.8. Independent Contractor.

Franchisee is, and shall at all times remain as to City, a wholly independent contractor. Franchisee shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Franchisee shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Franchisee or any of Franchisee's employees, except as set forth in this Agreement. Franchisee agrees to pay all required taxes on amounts paid to Franchisee under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Franchisee shall fully comply with the workers' compensation laws regarding Franchisee and its employees. Franchisee further agrees to indemnify and hold City harmless from any failure of Franchisee to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Franchisee under this Agreement any amount due to City from Franchisee as a result of Franchisee's failure to promptly pay to City any reimbursement or indemnification arising under this Section 4.8.

4.9. No Third Party Beneficiaries.

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

4.10. No Waiver.

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

4.11. Time of the Essence.

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

4.12. Modification and Amendment.

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

4.13. Binding on Successors and Assigns.

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

4.14. Institution of Legal Actions.

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

4.15. Attorneys' Fees.

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

4.16. Applicable Law.

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

4.17. Use of Captions.

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

4.18. Interpretation.

City and Franchisee acknowledge that this Agreement is the product of mutual, arms-length negotiation and drafting, and each party expressly represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that all ambiguities in the document shall

be construed against the drafter of that document shall have no application to the interpretation and enforcement of the provisions of this Agreement.

4.19. Cooperation and Further Acts.

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

4.20. Reservation of Rights.

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

4.21. Force Majeure

If either City or Franchisee is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable control of either City or Franchisee, such non-performing party shall be excused from the performance of its obligation by the other Party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage.

4.22. Incorporation by Reference

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

4.23. Integration.

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

ARTICLE 5. FRANCHISEE'S REPRESENTATIONS AND OBLIGATIONS.

5.1. Personnel.

Franchisee represents that it has, or shall secure at its own expense, all personnel required to perform the Towing Services contemplated by this Agreement. Franchisee may associate with

or employ associates or subcontractors in the performance of the Towing Services upon obtaining the prior written approval of City to such association or subcontract, but shall remain, at all times, primarily responsible for the performance of the Towing Services.

5.2. Governing Requirements.

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

5.3. Performance and Operational Standards.

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

5.4. Rates and Charges.

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

5.5 Prohibited Employment.

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

ARTICLE 6. SIGNATURES.**6.1. Counterpart Originals.**


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

[SIGNATURE PAGE TO FOLLOW]

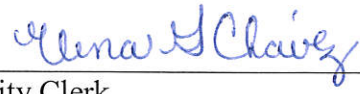
IN WITNESS WHEREOF, City and Franchisee have caused the within Agreement to be duly executed by their respective officers.

CITY OF SAN FERNANDO

A Municipal Corporation


Sylvia Ballin, Mayor

ATTEST:

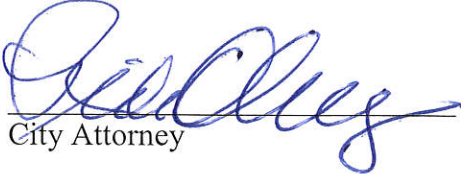

City Clerk (SEAL)

FRANCHISEE:

BLACK & WHITE GARAGE, INC.

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:


City Attorney

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

Sylvia Ballin, Mayor

ATTEST:

City Clerk (SEAL)

FRANCHISEE:
BLACK & WHITE GARAGE, INC.

By: _____
Name: BART TORRES
Title: PRESIDENT, CEO

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**VEHICLE TOWING AND SECURE STORAGE
SERVICE PROVISIONS**

I. GENERAL PROVISIONS

A. SERVICES TO BE PERFORMED

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

B. CONDUCT

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

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

C. REGULATION

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

D. COOPERATION

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

E. SUPERVISION

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

F. PRIORITY AND RESPONSE TIME

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

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

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 the SFPD Chief of Police or his or her designee and the Franchisee shall make no

demands upon the owner of the vehicle for a sum in excess of the amount determined to be reasonable by the Chief of Police or his or her designee. The Chief of Police or his or her designee may hold an administrative hearing if any party to the dispute so requests.

I. CITY NOT LIABLE

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

J. REPORTS TO BE MADE TO CITY

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

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

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

K. INSURANCE AND INDEMNITY REQUIREMENTS

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

- a. Workers' Compensation Insurance: as required by the State of California, and Franchisee's liability insurance, with limits not less than \$1,000,000 each accident. The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the Franchisee under this Agreement.

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

or on behalf of the Franchisee under the Franchise Agreement. Proof of this coverage must be in the form of an additional insured endorsement to the Franchisee's insurance using ISO CG 20 10 11 85 or its equivalent language. If coverage is provided in the form of a Garage Liability Policy, such policy shall be endorsed to include equivalent additional insured status to the City of San Fernando, its officers, officials, employees and volunteers.

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

or that become due to Franchisee shall be withheld until City receives required evidence that coverage has been restored.

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

2. **Indemnification.**

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

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

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

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

Franchisee acknowledges, understands and agrees that any and all records provided to the City or otherwise maintained in compliance with Vehicle Code section 10650 may be subject to production to third-parties under the California Public Records Act (Government Code section

6250 et seq) and City reserves right to produce such records to the extent City, in its discretion, determines that such records are subject to disclosure.

M. IMPOUND REPORTS

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

N. NOTIFICATIONS

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

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

O. STORAGE

Storage shall commence at the time the vehicle arrives at the Franchisee's storage facility. Charges for vehicle storage shall be based on the rates established pursuant to section II(C) below. The daily rate extends from midnight to midnight of the following day.

Exceptions:

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

P. LIEN ON STORED VEHICLES

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. Franchisee shall provide traffic accident scene cleanup services to City free of charge.

T. FAX MACHINE

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

U. TOXIC MATERIALS

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

V. COST TO CITY

Unless otherwise provided in the Franchise Agreement, any towing and storage expenses for which the City is financially responsible pursuant to the Franchise Agreement, including

towing or storage of City-owned vehicles, shall be billed to the City at no more than 50% of the rate authorized by the Franchise Agreement.

W. COLLECTION OF FEES

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

X. PERMITS AND CERTIFICATES

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

Y. BACKGROUND INVESTIGATION AND FEE REQUIRED

Prior to the award of the Franchise Agreement, the 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. Franchisee shall provide the names, birth dates and other necessary information on all employees of Franchisee who are performing services under this Agreement sufficient to permit the City to make background checks as required herein. Franchisee shall pay a fee of \$25.00 to the City, as set by City Council Resolution No. 7553, for each tow truck driver's background check. Franchisee shall ensure that all other fees required by any supporting agencies to complete each tow truck driver's background check

Z. FRANCHISE FEES

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

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

II. TOWING PROVISIONS

A. PLACE TO WHICH VEHICLES SHALL BE TOWED

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

B. EVIDENCE TO BE SAFEGUARDED

The Franchisee shall take all reasonable precautions required by the 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. TOWING AND STORAGE CHARGES; BILLING

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

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

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

All bills for towing and storage shall be itemized.

III. STORAGE PROVISIONS

The Franchisee shall provide a total storage capability of not less than 60 vehicles including five (5) vehicles within an enclosed investigative hold area. Based on future needs of the SFPD, the Franchisee shall ensure that they are able to expand total storage capability to 85 vehicles including the five (5) vehicles within an enclosed investigative hold area. The increased vehicle storage capacity can be addressed entirely on a Primary Storage Lot or through the use of Primary Storage Lot and a Secondary Storage Lot.

A. PRIMARY STORAGE LOT

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

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

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

B. INVESTIGATIVE HOLD AREA AND VEHICLES

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

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

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

C. SECONDARY STORAGE LOTS

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

D. STORAGE OF VEHICLES

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

E. ENCLOSING OF STORAGE AREAS

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

F. OFFICE

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

G. RESPONSIBILITY FOR VEHICLE, ACCESSORIES, AND PERSONAL PROPERTY

The Franchisee shall be responsible for vehicles and accessories while in Franchisee's possession. The Franchisee shall also be responsible for personal property left in the vehicle at the time possession of that vehicle is taken. All property left in a vehicle should be listed on the California Highway Patrol 180 form. No articles shall be removed without first obtaining written authorization from 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.

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 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

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. FRANCHISEE REQUEST TO CHANGE RATES AND CHARGES

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

IV. STAFFING PROVISION

A. SUFFICIENT PERSONNEL

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

1. Receive calls from the 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 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. Franchisee shall be responsible to provide the nametag.

C. TIMEKEEPING AND DELAYS

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

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

Franchisee shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all 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. Franchisee shall advise the communications center when a tow unit cannot be dispatched within ten (10) minutes and shall give the reason why the tow unit cannot be dispatched and an estimated time of dispatch. Once dispatched, a tow unit operator shall respond to an assigned call by the most direct and expeditious route.

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

D. OPERATORS

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

V. VEHICLES AND EQUIPMENT PROVISIONS

A. TOW UNITS RADIO EQUIPMENT

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

B. DISPATCHER'S OFFICE RADIO COMMUNICATIONS

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

1. Tow Trucks.

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

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

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

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

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

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

C. TOW TRUCK PARKING

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

D. TOW UNIT MARKINGS

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

EXHIBIT B

TOWING PROGRAM FRANCHISE FEE

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

CITY OF SAN FERNANDO TOWING PROGRAM**FRANCHISE FEE QUARTERLY STATEMENT****BLACK & WHITE GARAGE, 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

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| ARTICLE 1. Agreement – Purpose and Contents | 2 |
| 1.1 Purpose..... | 2 |
| 1.2. Documents Constituting Agreement..... | 3 |
| ARTICLE 2. Agreement and Term | 3 |
| 2.1. Incorporation of Recitals..... | 3 |
| 2.2. Award of Agreement..... | 3 |
| 2.3. Scope of Services..... | 3 |
| 2.4. Effective Date | 3 |
| 2.5. Term..... | 3 |
| 2.5.1. Initial Term. | 3 |
| 2.5.2. Renewal Term. | 4 |
| 2.6. Suspension and Termination of Agreement..... | 4 |
| 2.6.1. Suspension and/or Termination by City. | 4 |
| 2.6.2. Termination by Franchisee. | 5 |
| 2.7. Conflicts with San Fernando City Code | 5 |
| 2.7.1. Conflicts..... | 5 |
| 2.7.2. Application of Amendments. | 5 |
| ARTICLE 3. Franchise Fees and Administration..... | 5 |
| 3.1. Franchise Fees..... | 5 |
| 3.1.1. Franchise Fees..... | 5 |
| 3.1.2. Franchise Fee Adjustment..... | 6 |
| 3.2. Schedule of Payment..... | 6 |
| 3.2.1. Payment of Franchise Fees. | 6 |
| 3.2.2. Effect of Accepting Payment | 6 |
| 3.2.3. Remittance. | 6 |
| 3.3. Administration. | 6 |
| 3.3.1. Designation of Representatives..... | 6 |
| 3.3.2. Franchisee Representative. | 6 |
| 3.3.3. City Representative..... | 7 |
| ARTICLE 4. General Provisions | 7 |
| 4.1. Insurance..... | 7 |
| 4.2. Indemnification | 7 |
| 4.3. Assignment or Transfer Prohibited | 7 |
| 4.4. Notices | 7 |
| 4.5. Authority to Enter Agreement | 8 |
| 4.6. Audit of Franchisee’s Books and Accounts..... | 8 |
| 4.7. Severability | 9 |
| 4.8. Independent Contractor..... | 9 |
| 4.9. No Third Party Beneficiaries | 9 |
| 4.10. No Waiver | 9 |

| | |
|---|----|
| 4.11. Time of the Essence | 10 |
| 4.12. Modification and Amendment | 10 |
| 4.13. Binding on Successors and Assigns..... | 10 |
| 4.14. Institution of Legal Actions | 10 |
| 4.15. Attorneys' Fees | 10 |
| 4.16. Applicable Law | 10 |
| 4.17. Use of Captions..... | 10 |
| 4.18. Interpretation..... | 10 |
| 4.19. Cooperation and Further Acts..... | 11 |
| 4.20. Reservation of Rights..... | 11 |
| 4.21. Force Majeure | 11 |
| 4.22. Incorporation by Reference..... | 11 |
| 4.23. Integration | 11 |
| ARTICLE 5. Franchisee's Representations and Obligations | 11 |
| 5.1. Personnel..... | 11 |
| 5.2. Governing Requirements | 12 |
| 5.3. Performance and Operational Standards..... | 12 |
| 5.4. Rates and Charges..... | 12 |
| ARTICLE 6. Signatures..... | 13 |
| 6.1. Counterpart Originals..... | 13 |



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, Interim City Manager
By: Anthony Vairo, Police Chief

Date: February 19, 2019

Subject: Consideration to Approve a Five-Year Extension to the Franchise Agreement with Black & White Towing, Inc. for Towing and Storage Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a five-year extension (Attachment "A" – Contract No. 1740(a)) to the Franchise Agreement with Black & White Towing, Inc. for Vehicle Towing and Storage Services (set to expire on March 29, 2019) pursuant to section 2.5.2 of the Franchise Agreement Contract No. 1740 (Attachment "B"); and
- b. Authorize the City Manager, or designee, to execute all related documents.

BACKGROUND:

1. Black & White Towing, Inc. is one of 18 Los Angeles Official Police Garage (LAOPG) governed by the Los Angeles Police Commission.
2. On March 30, 2009, the City and Black & White Towing, Inc. entered into a new Franchise Agreement for Vehicle Towing and Storage Services (Contract No. 1608), which gave Black & White Towing, Inc. exclusive rights for vehicle towing services for the City. The term of the agreement was for five years, which expired on March 29, 2014.
3. On January 23, 2014, the Police Department issued a Request for Proposals (RFP) soliciting proposals for the City Vehicle Towing and Storage Services.
4. On February 20, 2014, the City Clerk received proposals in response to the RFP from four vendors:
 - a) Black & White Towing, Inc.;
 - b) Jon's Towing;

Consideration to Approve a Five-Year Extension to the Franchise Agreement with Black & White Towing, Inc. for Towing and Storage ServicesPage 2 of 4

- c) Larry's Towing; and
 - d) Mid Valley Towing.
5. On March 24, 2014, the City Council and the Police Department conducted a comprehensive analysis. Subsequent to discussing the responses, the City Council determined Black & White Towing, Inc. met and exceeded all requirements in the RFP and was awarded the Franchise Agreement (Attachment "B" – Contract No. 1740).
6. The initial term of the contract was five years, expiring on March 29, 2019. Section 2.5.2 provides for an additional five-year extension of the Agreement with 120-day written extension request from the franchisee and City Council approval.
7. On November, 13, 2018, the Police Department and the City Manager received the requisite extension request from Black & White Towing, Inc. (Attachment "A") requesting an additional five-year term pursuant to Section 2.5.2.

ANALYSIS:

The Police Department regularly requires motor vehicle towing and storage services, including, but not limited to: 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. Vehicles towed or held through the City's Towing Program (City Code 90-911) are subject to various provisions of the California Vehicle and Evidence Codes, as well as the San Fernando Municipal Code. It is imperative that the City's Towing Program is managed by a vendor that is well versed and experienced in complying with the myriad of regulations pertaining to impounding private property and serving as a custodian of evidence.

As previously mentioned, the City issued a Request for Proposals for the Towing Program Franchise in 2013. After a very comprehensive analysis of the proposals, which is detailed in Attachment "C," City Council awarded the Franchise to Black and White Towing, Inc.

Vendor Performance Under Current Agreement.

The services provided by Black & White Towing, Inc. have met and/or exceeded the requirements set forth in the 2014 RFP. In addition to meeting the minimum requirements, Black & White Towing has modernized their dispatch center, installed security surveillance camera system through-out their storage lots and evidence area, enhanced documentation of towed vehicles with before pictures taken at the scene and pictures of the vehicle at the storage lot, and updated their vehicle inventory system at storage lots. These enhancements have reduced claims of vehicles damaged during storage, theft of stored vehicles, and overall complaints significantly.

Consideration to Approve a Five-Year Extension to the Franchise Agreement with Black & White Towing, Inc. for Towing and Storage Services

Page 3 of 4

Additionally, Black & White Towing, Inc. is a City of Los Angeles Official Police Garage (LAOPG), which means they are regulated by the Los Angeles Police Commission that provides oversight, background checks, audits, and inspections at all Black & White Towing, Inc. facilities to ensure compliance with all applicable laws. The oversight provided by the Los Angeles Police Commission is a significant benefit for the City as it alleviates the City from having to provide that oversight and regulation. If the Police Department were to conduct its own oversight, audits, and inspection of the tow facilities and monitoring of vehicle auctions, it would assign one full-time detective dedicated to this detail with a fully burdened cost of approximately \$175,000 per year.

LAOPG also established vehicle locator program (OPGLAVIIC.COM) to provide the public with easily accessible information to locate stored/impounded vehicles either by license plate number or a Vehicle Identification Number (VIN). This vehicle locator program provides the public with the location of the tow yard, storage and city/storage fees for each day the vehicle is stored, as well as the police agency that stored or impounded the vehicle. This service has also been made available to the City.

The Los Angeles County Sheriff's Department (LASD) also has a contract with Black & White Towing for the use of the Evidence Hold Facility, located at the Primary Storage Facility, which meets or exceeds the Police Department and LASD's Evidence Facility requirements.

BUDGET IMPACT:

Per the Agreement, the Franchise Fee paid to the City is \$45 per impound, which has generated a total of \$124,155, or an average of \$24,831 per year, in revenues during the current term of the agreement (2014-2018).

In November 2018, the City requested a five-year audit from Black & White Towing, Inc. of vehicles that were impounded/stored by the Police Department, along with the franchise fee collected. The data was received on January 7, 2019, and verified by staff by reconciling with City records:

| Year | Vehicles Impounded/Stored | Franchise Fee Remittance |
|----------------------------------|---------------------------|--------------------------|
| 2014 | 500 | \$22,500 |
| 2015 | 499 | \$22,455 |
| 2016 | 600 | \$27,000 |
| 2017 | 581 | \$26,145 |
| 2018 | 579 | \$26,055 |
| Total Franchise Fees Remittance: | | \$124,155 |

Consideration to Approve a Five-Year Extension to the Franchise Agreement with Black & White Towing, Inc. for Towing and Storage ServicesPage 4 of 4

CONCLUSION:

Due to the level of service provided over the initial term of the Agreement, staff is requesting the City Council approve a five-year extension to the existing Franchise Agreement with Black & White Towing, Inc. for Vehicle Towing and Storage Services per section 2.5.2 of the Franchise Agreement (Contract No. 1740).

ATTACHMENTS:

- A. Contract No. 1740(a)
- B. Contract No. 1740
- C. Agenda Report from March 24, 2014

ATTACHMENT "D"
CONTRACT NO. 1740(a)

**FIRST AMENDMENT TO THE
FRANCHISE AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES
BETWEEN THE
CITY OF SAN FERNANDO AND BLACK & WHITE TOWING, INC.**

This First Amendment to the Franchise Agreement for Vehicle Towing and Storage Services, ("First Amendment") is made by and between the City of San Fernando, a California municipal corporation ("CITY") and Black & White Towing, Inc. ("Franchisee") as of the 13th day of March 2019. City and Franchisee are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Agreement to Provide Vehicle Towing and Storage Services, Contract No. 1740, dated April 8, 2014 ("Agreement"); and

WHEREAS, on February 18, 2019, City Council authorized staff to extend the contract through December 31, 2019, while staff issues a Request for Qualifications; and

WHEREAS, the Parties desire to amend the Agreement to extend the term through December 31, 2019; and

WHEREAS, all other terms of the contract remain in full force.


NOW, THEREFORE, the Parties hereto agree as follows:

Section 2.5.1. "INITIAL TERM" is amended as follows:

This Agreement shall expire and terminate at 11:59 p.m. on December 31, 2019, 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.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first above written.

CITY OF SAN FERNANDO



Nick Kimball
City Manager

Date: 3/13/2019

BLACK & WHITE TOWING, INC.

By: 
Name: _____
Title: ROBERT ORDEHUE
PRESIDENT/CEO

Date: 3-13-2019

NOTICE INVITING BIDS

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

VEHICLE TOWING & SECURE STORAGE SERVICES

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

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

By: _____
Elena Chavez, City Clerk

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



REQUEST FOR QUALIFICATIONS

For

VEHICLE TOWING & SECURE STORAGE SERVICES

September 2019

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

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

Statement of Qualifications for

Vehicle Towing & Secure

Storage Services

City of San Fernando

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

Purpose and Request for Qualifications:

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

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

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

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

SOQ Submittal Requirements:

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

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

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

Format for Proposal Submittal:

A complete qualifications package submittal shall consist of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Submittal Contents:

A. Cover Letter

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

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

B. Qualifications and Experience

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

C. Method of Approach

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

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

D. Facilities and Equipment

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

E. Provisions:

General Provisions (Sections A-Z)

A. Services To Be Performed:

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

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

B. Conduct:

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

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

C. Regulation:

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

D. Cooperation:

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

E. Supervision:

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

F. Priority and Response Time:

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

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

G. Administration:

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

H. Settlement of Disputes:

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

I. City not Liable:

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

J. Reports to be made to the City:

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

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

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

K. Insurance and Indemnity Requirements:

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

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

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

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

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

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

2. Indemnification:

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

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

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

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

M. Impound Reports:

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

N. Notifications:

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

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

O. Storage:

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

Exceptions:

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

P. Lien on Stored Vehicles:

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

Q. Disputes and Injuries:

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

R. City Vehicles:

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

S. Traffic Accident Scene Cleanup:

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

T. Fax Machine:

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

U. Toxic Materials:

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

V. Cost to City:

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

W. Collection of Fees:

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

X. Permits and Certificates:

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

Y. Background Investigation and Fee Required:

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

Z. Franchise Fees:

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

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

Staffing Provisions (Sections A-D):**A. Sufficient Personnel:**

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

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

B. Dispatcher:

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

C. Timekeeping and Delays:

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

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

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

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

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

D. Operators:

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

Towing Provisions (Sections A-C):

A. Place to Which Vehicles Shall be Towed:

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

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

B. Evidence to be Safeguarded:

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

C. Removal Charges:

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

Storage Provisions (Sections A-K):

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

A. Primary Storage Lot:

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

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

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

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

B. Investigative Hold Area And Vehicles:

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

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

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

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

C. Secondary Storage Lots:

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

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

D. Storage of Vehicles:

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

E. Enclosure of Storage Areas:

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

F. Office:

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

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

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

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

H. Protection and Handling of Vehicles:

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

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

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

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

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

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

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

I. Release of Vehicles:

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

J. Regulation:

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

K. Authorized Rates and Charges:

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

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

All bills shall be itemized.

Vehicle and Equipment Provisions (Sections A-D):

A. Tow Units Radio Equipment:

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

B. Dispatcher's Office Radio Communications:

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

1. Tow Trucks.

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

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

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

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

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

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

C. Tow Truck Parking:

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

D. TOW UNIT MARKINGS:

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

Inquiries:

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

Lt. Nichole Hanchett, San Fernando Police Department
910 First Street
San Fernando CA 91340
nhanchett@sfcity.org

Evaluation of Qualifications:

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

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

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

Bid Rejection:

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

Screening, Selection and Award:

The screening and selection process shall be as follows:

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

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

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

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

Evaluation Criteria:

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

General Quality and Responsiveness of the SOQ

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

Qualifications and Experience of Firm and Key Personnel

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

Fee Proposal

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

Tentative Schedule:

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

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

Attachments:

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

ATTACHMENT 1

SFPD TOW LISTING APPLICATION

| BUSINESS | | |
|---|---|--|
| 1. BUSINESS NAME AND MAILING ADDRESS | TELEPHONE NUMBER(S) | |
| | 2. DAY | |
| | 3. NIGHT | |
| 4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE | 5. AUTOMOBILE CLUB AFFILIATIONS | |
| 6. DO YOU HAVE 24 HOURS A DAY SERVICE? <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 C (33,001 – 50,000 GVWR) | <input type="checkbox"/> CLASS B (19,501 – 33,000 GVWR) <input type="checkbox"/> CLASS D (OVER 50,001) | |
| 19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER? | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| SIGNATURE | PRINT OR TYPE NAME AND TITLE | DATE |

9/26/19

ATTACHMENT 2
CIVIL LITIGATION HISTORY/CIVIL LITIGATION CERTIFICATION FORM

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

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

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

CIVIL LITIGATION CERTIFICATION

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

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

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

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

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

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

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

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case:

Court Case Identification Number:

(2) Jurisdiction in which case was filed:

(3) Outcome of the case:

(1) Name of Case:

Court Case Identification Number:

(2) Jurisdiction in which case was filed:

(3) Outcome of the case:

DECLARATION

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

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

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

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

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

END OF DOCUMENT

ATTACHMENT 3 FALSE CLAIMS/FALSE CLAIMS ACT CERTIFICATION FORM

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

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

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

FALSE CLAIMS ACT CERTIFICATION

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

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

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

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

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

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

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

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation:

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

(3) Government Contract or project involved:

(4) Government agency involved:

(5) Amount of fine imposed:

(6) Exculpatory Information:

DECLARATION

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

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

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

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

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

END OF DOCUMENT

Evaluation Of Qualifications

| | Qualifications | Black & White | Jon's Towing | Mid Valley |
|----|---|---|--|---|
| 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. | As the current service provider to the City, proposer has demonstrated that clear ability, capacity, experience to competently perform all of the services required. | Ability and capacity not met: San Fernando CUP 2018-008 limits primary storage lot to 20 vehicles. | Ability not met: Primary storage yard located 8.1 mi from SFPD. |
| 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. | Met: Primary storage lot exceeds required 65 vehicles, evidence hold area exceeds 5 vehicle requirement, evidence shed is spacious and well lit allowing for multiple people at one time, located 1.5 miles from SFPD | Physical facilities not met: San Fernando CUP 2018-008 limits 20 vehicles at property; Response time described as "unparalleled immediacy" in proposal. | Physical facilities not met: Evidence hold area not large enough to accommodate 5 vehicles. Specified response time not met: optimal driving time from primary storage lot is at minimum 15 minutes. Propensity for delays unpredictable. |
| 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. | 10/2018 SUSTAINED complaint regarding sub-contracted employee doing work on his customer's vehicle on BWT premises. | Warning letter Jan 2013; 8/20/16 SUSTAINED complaint for overcharging customer; 9/29/16 SUSTAINED complaint for no written authorization to tow outside of 10 mile radius; 12/06/16 ACE citation issued. | None |
| 4. | The proposer's record of performance on current and previous contracts or services with the City, other municipalities, and/or public agencies. | Outstanding record of performance with City of San Fernando, no complaint record with LASD and LAPD. | No previous contracts with the City, and no complaint record with CHP. | No previous contracts with the City, no complaint record with Glendale PD and LASD. |

ATTACHMENT "F"

Evaluation Of Qualifications

| | Qualifications | Black & White | Jon's Towing | Mid Valley |
|----|--|---|---|---|
| 5. | Qualifications, resumes and references for similar work completed within five (5) years. | San Fernando PD Los Angeles County Sheriff Los Angeles Police Department Mission and Foothill Divisions. | California Highway Patrol Altadena, Central & Newhall stations, Metropolitan Transit Authority Freeway Service Patrol Beats 39 and 27. | Glendale PD, Metropolitan Transit Authority Freeway Service Patrol Beat 33, Los Angeles County Sheriff, California Highway Patrol West Valley |
| 6. | Knowledge of City codes and procedures. | As the current franchisee for the City, BWT is well versed on City Codes and procedures. | Nothing referenced in RFQ to address that requirement. | Nothing referenced in RFQ to address that requirement. |
| 7. | The previous and existing compliance by the proposer with laws and ordinances relating to the towing and storage of vehicles. | No deviation in compliance located. | Warning letter Jan 2013; 8/20/16 SUSTAINED complaint for overcharging customer; 9/29/16 SUSTAINED complaint for no written authorization to tow outside of 10 mi radius; 12/06/16 ACE citation issued. | No deviation in compliance located. |
| 8. | The financial strength of the proposer to provide the level and scale of service called for under this RFQ, including written proof in the form of proposer's financial records that show to the satisfaction of the City that the proposer's has the financial resources and ability to perform the Franchise Agreement and provide the services requested. | As the current service provider to the City, proposer has never been delinquent with payments to the City. No financial documents provided in proposal, no bankruptcy protection filings while operating under a towing service contract. Owner/CEO has 20-year | No financial documents provided in proposal, no bankruptcy protection filings while operating under a towing service contract, operating as a towing business since 1998. | No bankruptcy protection filings while operating under a towing service contract, business tax returns included in proposal demonstrate financial strength and stability, operated as towing business since 1992. |

Evaluation Of Qualifications

| | Qualifications | Black & White | Jon's Towing | Mid Valley |
|-----|--|---|---|---|
| | | lease on property, which can ensure financial stability absent other economic fluctuation. Operating as a towing business since 1946. | | |
| 9. | Ability of the proposer to meet the City's requirements under this RFQ and the Franchise Agreement. | As the current service provider, the proposer has continuously demonstrated an excellent ability to meet the City's requirements, insurance certificate attached. | Ability not demonstrated: San Fernando CUP 2018-008 limits property to 20 vehicles; No copy of insurance certificate in proposal. | Ability not demonstrated as primary storage lot is over the 5 mile requirement from SFPD (actual 8.1 miles), insurance certificate attached. |
| 10. | The quality, availability and adaptability of the proposer's physical facilities, staff, and equipment. | Unannounced field inspection determined physical facilities, staff and equipment meet and exceed requirements. | Not viewed. | Not viewed. |
| 11. | The degree to which the proposer's proposal deviates from or is otherwise unable to comply with the baseline requirements and conditions set forth under this RFQ. | Proposal demonstrates the clear ability to comply with the baseline requirements and conditions set forth in RFQ | Proposal does not address San Fernando Conditional Use Permit CUP 2018-008, provide exact number of storage spaces, and does not describe evidence hold area. | Proposal does not identify response time to actual calls for service; proposal states call will be <u>dispatched</u> within 10 minutes of receipt of request. |
| 12. | Projected response time to calls for service. | Review of 2019 data provided an average response time of 10 minutes and 13 seconds. | No exact time provided in proposal, only described as "unparalleled immediacy". | Proposal does not identify response time to actual call for service; proposal states call will be <u>dispatched</u> within 10 minutes of receipt of request. |

Evaluation Of Qualifications

| | Qualifications | Black & White | Jon's Towing | Mid Valley |
|-----|--|--|--|--|
| 13. | The proposer's impound policies and practices and impound rates and the strategies the proposer proposes to put in place to facilitate the speedy and cost-effective return of vehicles to persons whose cars have been impounded so as to minimize the accrual of costly, impound fees. | Current impound policies and practices tailored to meet expediency, 24 hour per day dispatch center with vehicle release available, two dispatch service windows available, 5 year rate schedule proposed in accordance with the LA Police Commission with accommodation for cash and credit card payment, Nothing noted regarding future plans. | Proposal states 24 hour per day 7 day per week operation with dispatchers and drivers available to respond to calls. Office hours are 8:00 AM and 5:00 PM, Monday through Friday, two dispatch service windows available. Raters personal experience in August of 2019 on Sunday night demonstrated additional fee of \$100 for afterhours release plus over one hour delay as there were no staff on premises at 1946 First Street. | Proposal states 24 hour per day 7 day per week operation with dispatchers and drivers available to respond to calls, proposed 5-year fee schedule includes slight to moderate increases each year pending approval from City. |
| 14. | The proposer's proposed policies for training its tow truck drivers and impound yard personnel to provide courteous, honest and ethical services to persons whose cars have been impounded. | Managers receive combination of customer service and computer training in addition to specific position interaction. Office staff receive computer database, phone operation the supervised trial period of work at front counter with culmination of customer service training. Drivers are required to undergo customer service, | Proposal states all employees receive specialized training to deal with complaints and highly charged emotional situations. | Training packet provided in proposal that addresses strategies to deal with angry customers, complaints, issues regarding release of personal property, fee explanation, and what to do if you feel threatened by a customer. Specific section on customer service addresses need for employees to make an unpleasant situation as |

Evaluation Of Qualifications

| | Qualifications | Black & White | Jon's Towing | Mid Valley |
|--|----------------|--|--------------|---|
| | | paperwork procedures, specific equipment operation and ride along with supervised training. All drivers are bi-lingual to ensure customer comfort and understanding. | | pleasant as possible. Drivers are required to have performance appraisal twice in 12-month period. Driver training checklist has customer service philosophy as number one priority. |

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: December 2, 2019

Subject: Update Regarding Efforts to Work with the Mall Assessment District, Inc. to Draft a Successor Memorandum of Understanding to Support and Facilitate an Effective Downtown Mall Association

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive an update from staff regarding efforts to work with the Mall Assessment District, Inc. (Mall Association) to draft a successor Memorandum of Understanding ("MOU") to support and facilitate an effective Downtown Mall Association;
- b. Authorize the City Manager to approve reimbursement requests from the Mall Association for actual expenses, up to \$25,000, related to operating, marketing, event planning, and professional consultation services; and
- c. Provide direction to staff, as appropriate.

BACKGROUND:

1. On November 22, 1965, the City adopted Ordinance No. 912 (Attachment "A"), establishing Parking and Business Improvement Area A, fixing the boundaries of the area, establishing benefit zones, and fixing the initial rate of business license tax to be imposed on businesses located within the defined boundaries. The Ordinance established the following allowable use of proceeds generated by the Area A:
 - a. Pay for necessary and reasonable maintenance and operation costs of the district parking places and necessary and reasonable on-street parking meter expenses.
 - b. The principal, interest and reserve payments on the bonds as such shall become due and payable (the bonds issued to acquire and construct the surface lots within the district were repaid prior to 1983).

Update Regarding Efforts to Work with the Mall Assessment District, Inc. to Draft a Successor Memorandum of Understanding to Support and Facilitate an Effective Downtown Mall Association

Page 2 of 7

- c. All payments required to meet any other obligations of the city which are charges, liens or encumbrances upon or payable from the gross revenues from on-street parking meters or gross revenues from the operation of the district parking places.
 - d. Pay as rental for such off-street parking lots in Parking District No. 1 such additional sums as may be required from time to time to meet and pay any other financial obligations of Parking District No. 1 of the City, as such obligations are set forth and contained in Resolution No. 3193, adopted July 6, 1959.
 - e. Any excess proceeds remaining after meeting the financial obligations set forth in this section shall be used for the acquisition, construction and maintenance of new or additional vehicle parking facilities within such area.
2. On November 4, 1968, the City adopted Ordinance No. 973 (Attachment "B"), establishing Parking and Business Improvement Area B, fixing the boundaries of the area, establishing benefit zones, and fixing the initial rate of business license tax to be imposed on the businesses located within the defined boundaries. The Ordinance established the following allowable use of proceeds generated by the Area B:
 - a. *Purpose A*: The general promotion of retail trade activity, including, but not limited to, the cleaning and maintenance of the San Fernando Road Pedestrian Mall, general advertising and promotion, sales promotion activity, and special promotional literature.
 - b. *Purpose B*: The furnishing of music in public places.
 - c. *Purpose C*: The promotion of public events, including, but not limited to, art shows, festivals and public ceremonies, which are to take place on or in public places.
 - d. *Purpose D*: The decoration of any public place, including, but not limited to, Christmas decorations and other decorations.
 - e. *Other Purposes*: After deducting the administration fee paid to the City as the cost of collection and administration (i.e., five percent of the amount collected), the remaining will be used by the City to pay the entity contracted to carry out and perform Purposes A – D.
3. On September 5, 1984, Mall Assessment District, Inc., was incorporated as a California non-profit mutual benefit corporation for the sole purpose of administering the parking and business improvement district established by Ordinance No. 973.
4. On December 17, 1984, the City executed Contract No. 768 (Attachment "C") with Mall Assessment District, Inc. ("Mall Association"), to perform the work and render the services

Update Regarding Efforts to Work with the Mall Assessment District, Inc. to Draft a Successor Memorandum of Understanding to Support and Facilitate an Effective Downtown Mall AssociationPage 3 of 7

called for in Purposes A, B, C and D set forth in Ordinance No. 973, except for the mall maintenance activities included in Purpose A, which was reserved to the City. A summary of the primary contract requirements follows:

- a. Prior to November 15th of each calendar year, Mall Association, shall submit to the City Council for its approval a program and budget for the expenditure of the funds to be received for Purposes A – D, covering the period of January 1st through December 31st of the following year.
 - b. All payments are to be made upon a claim or demand presented (i.e., on a reimbursement basis).
 - c. Mall Association shall, on or before the first day of January and first day of July of each calendar year, submit to the City Council a report describing its activities for the preceding six-month period. Said report shall be submitted within 45 days of the close of the reporting period.
 - d. City shall advance funds to Mall Association for the purposes of maintaining a cash fund, not to exceed \$1,000, to cover current operating expenses.
 - e. Mall Association may engage in fundraising activities.
5. Since 2013, there have been a number of efforts to establish a Property Based Improvement District ("PBID") to replace the existing assessment districts. Due to various circumstances, none of these efforts have moved forward.
 6. As part of the review of City Council priorities during the Fiscal Year (FY) 2018-2019 Budget process, staff began working with the Mall Association Board to review the merits of a PBID and the process to establish a PBID.
 7. On April 15, 2019, the City Council received a presentation on the current Mall Maintenance Assessments and the process for establishing a PBID. No clear direction was provided and staff committed to return at a future City Council meeting with additional information.
 8. On August 5, 2019, the City Council received a follow-up presentation and gave staff direction to suspend current efforts to form a PBID, work with the Mall Association to review the existing Downtown Mall Business Improvement District ("BID"), and develop recommendations to increase the BID's effectiveness.

Update Regarding Efforts to Work with the Mall Assessment District, Inc. to Draft a Successor Memorandum of Understanding to Support and Facilitate an Effective Downtown Mall Association

Page 4 of 7

ANALYSIS:

The current MOU that was adopted in 1984 provides a general framework for operating the existing BID. However, it is 25 years old and execution of the original purpose and scope is lacking. Both parties, the City and the Mall Association, desire to update the MOU to reflect current best practices in BID management to create a more professional organization and increase the BID's effectiveness as an economic development tool for the Downtown Mall area.

To achieve this goal, staff has met with the Mall Association Board ("Board") regularly over the last 90 days. Subsequent to the City Council meeting in August 2019, the Board reorganized and began recruiting new members. The current Board consists of ten members representing a variety of Mall merchants.

During meetings with the Board, the following goals were identified:

- Goal 1 – Review the current BID management framework, develop a scope of maintenance work to be provided in the pedestrian mall area, and draft a successor MOU that facilitates the operation of a highly effective BID.
- Goal 2 – Review the current boundaries and current fees to determine if they are sufficient to provide the desired service level.

To further these goals, the Board engaged Urban Place Consulting Group, Inc. ("Urban Place") to review the current MOU to recommend revisions and improvements based on current industry best practices. Urban Place specializes in assisting downtown management groups to become leadership organizations by helping define their vision, mission, goals, organizational structure, board/staff relationship, and implementation plans. Urban Place has also managed a number of BIDs on an interim basis, which positions it well to understand what is involved in operating a highly effective BID.

Based on feedback from Urban Place and improvements identified by the City, staff is currently working with the Board to draft a framework for a successor MOU. Key components of a successor MOU include:

- Defining the makeup of the Board, including eligibility to serve on the Board, number of Board members, and the Board's scope of responsibility. The goal is to increase the number of Mall merchants that get involved and provide feedback.
- Increase the City's participation through staff membership on the Board. This will make it more effective to address maintenance issues as they arise and coordinate marketing events between the City and Mall merchants.

Update Regarding Efforts to Work with the Mall Assessment District, Inc. to Draft a Successor Memorandum of Understanding to Support and Facilitate an Effective Downtown Mall AssociationPage 5 of 7

- Improve operating transparency through regular agendaized meetings and accessible meeting locations.
- Improve financial transparency through submittal of an annual budget plan, regular Treasurer's Reports, and regular account reconciliation by the City.
- Improve the value to the Mall merchants through increased marketing efforts and events by streamlining drawdowns of Mall Association revenues.
- Improve maintenance in the Downtown area, particularly on the Pedestrian Mall and City parking lots, by creating a mutually agreed upon schedule of maintenance activities and designating a City staff member to serve as the point person for Mall maintenance issues.

Based on the proposed timeline provided by Urban Place, it is expected that a draft successor MOU will be presented to the City Council for consideration in March 2020. Once a successor MOU is approved, staff will work with the Board on Goal 2, which includes reviewing the Downtown Mall boundaries and fee structure.

Pursuant to City Council direction to reduce parking lot maintenance costs and support reorganization of the Mall Association in April 2019, staff has taken the following actions:

1. Accounting for the Mall Maintenance levy in a separate fund rather than in the General Fund to improve financial accountability. (Completed as part of the FY 2019-2020 Budget)
2. Reduced parking lot maintenance costs by removing excess concrete trash receptacles in the public parking lots that were emptied by hand and kept a minimal number of trash receptacles that are compatible with the City's solid waste provider's automated system. (Completed)
3. Further reduced parking lot maintenance costs by replacing the overgrown, high maintenance vegetation in the City's surface parking lots (3, 4, 8, 10, and 11) with drought tolerant, low maintenance plants and mulch. Staff also repaired broken concrete curbs and medians. (Completed)
4. Instituted a pilot program to consolidate the six trash enclosures in the alley between San Fernando Road and Truman Street to two or three enclosures. This pilot was subsequently revised to construct wooden inserts to reduce vacant space in the larger enclosures, which has served to discourage illegal dumping. (This pilot is currently underway)
5. Increased code enforcement activity to ensure that business owners in the Downtown area follow proper solid waste procedures by breaking down boxes and placing all solid waste in the appropriate bins. (Currently underway)

Update Regarding Efforts to Work with the Mall Assessment District, Inc. to Draft a Successor Memorandum of Understanding to Support and Facilitate an Effective Downtown Mall Association

Page 6 of 7

6. Used time saved from reduced parking lot maintenance to increase volume washing downtown alleys, steam cleaning sidewalks on the Pedestrian Mall, and landscaping efforts along San Fernando Road. (Currently underway)

BUDGET IMPACT:

Working with the Mall Association to review the current BID and develop recommendations to improve effectiveness of the current BID is included in the FY 2019-2020 work program for the City Manager's Office and the Community Development Department. Funding to provide operating, marketing, and event planning activities by the Mall Association is provided through the BID Assessment paid annually by the merchants located on the Pedestrian Mall through the Business License renewal process.

Funding to maintain and construct improvements in the Downtown parking lots and Pedestrian Mall is provided through the Parking and Maintenance Assessment paid annually by all businesses located in the Downtown area through the Business License renewal process.

The table below outlines a five-year history of revenue generated from each assessment. The Mall Maintenance Levy (authorized by Ordinance No. 973 in 1968) is recorded as revenue directly into the General Fund to offset the maintenance activities provided by City staff.

The Mall Association Promotional Fees (also authorized by Ordinance No. 973 in 1968) are not recorded as revenue. Instead, they are held in a deposit account until the Mall Association submits a reimbursement request. The reimbursement is fulfilled from the deposit account. There is currently a balance of approximately \$60,000 in unused Promotional Fees.

The Parking Lot Maintenance fee (authorized by Ordinance No. 912 in 1965) is accounted for in a separate Parking Fund (029), which also includes parking meter revenue collected in the Downtown area. Related staff time and operating expenses are charged directly to this fund.

| Description | 2015 Actual | 2016 Actual | 2017 Actual | 2018 Actual | 2019 Estimated |
|-----------------------------------|-----------------|-----------------|-----------------|-----------------|-------------------|
| Mall Maintenance Levy | \$95,417 | \$66,026 | \$85,742 | \$115,378 | \$85,000 |
| Mall Association Promotional Fees | \$30,046 | \$27,930 | \$32,269 | \$41,828 | \$30,000 |
| <u>Parking Lot Maintenance</u> | <u>\$46,629</u> | <u>\$42,413</u> | <u>\$49,518</u> | <u>\$62,170</u> | <u>\$45,000</u> |
| Total Assessment Funding | \$172,092 | \$136,369 | \$167,529 | \$219,376 | \$160,000 |

The significant increase in fees received in 2018 are a result of delinquent prior year receipts resulting from the business license amnesty program approved by City Council as well as discovery efforts by HdL.

Update Regarding Efforts to Work with the Mall Assessment District, Inc. to Draft a Successor Memorandum of Understanding to Support and Facilitate an Effective Downtown Mall AssociationPage 7 of 7

CONCLUSION:

By working with the reorganized Board, significant strides have been made over the past 90 days in advancing a successor MOU that supports and facilitates a highly effective and inclusive Downtown Mall Association. A highly effective Downtown Mall Association is mutually beneficial as it serves as a marketing and economic development tool for the City's primary retail corridor and creates new and return customers for Mall merchants.

ATTACHMENTS:

- A. Ordinance No. 912
- B. Ordinance No. 973
- C. City Contract No. 768
- D. Map of Mall Assessment District

ATTACHMENT "A"

ORDINANCE NO. 912

AN ORDINANCE OF THE CITY OF SAN FERNANDO ESTABLISHING A PARKING AND BUSINESS IMPROVEMENT AREA, FIXING THE BOUNDARIES THEREOF, AND FIXING THE INITIAL RATE OF INCREASE OR ADDITIONAL LEVY OF THE LICENSE TAX TO BE IMPOSED ON THE BUSINESSES IN SUCH AREA.

The Council of the City of San Fernando does ordain as follows:

SECTION 1: Authority. The proceedings taken in this proceeding are taken pursuant to the authority of the "Parking and Business Improvement Area Law of 1965" as added to the Streets and Highways Code by Statutes 1965, Chapter 241, being Sections 36,000 et seq. of the Streets and Highways Code.

SECTION 2: Resolution of Intention. This ordinance is adopted pursuant to that certain Resolution of Intention adopted by this City Council, being Resolution No. 4040, adopted on the 25th day of October, 1965, and entitled "A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN FERNANDO DECLARING ITS INTENTION TO FORM A PARKING AND BUSINESS IMPROVEMENT AREA TO BE KNOWN AS "PARKING AND BUSINESS IMPROVEMENT AREA A OF THE CITY OF SAN FERNANDO", FIXING THE TIME AND PLACE FOR HEARING, AND GIVING NOTICE THEREOF." which Resolution of Intention was adopted by the City Council and proceedings thereunder taken pursuant to the authority of said "Parking and Business Improvement Area Law of 1965".

SECTION 3: Notice and Hearing. Said Resolution No. 4040 was published and mailed as provided by law, and a hearing thereon was held by the City Council on November 15, 1965 at the hour of 7:30 o'clock P.M. in the Council Chambers of the City Council of said City of San Fernando, in

the City Hall, 117 Macneil Street, San Fernando, California.

SECTION 4: Protests and Action Thereon. At the hearing provided for by said Resolution No. 4040 and as set forth above, all persons desiring to be heard were heard and all protests and objections made or filed were fully heard and the same have been overruled and denied by order of the City Council entered on its minutes, and said hearing has been duly concluded.

SECTION 5: Protests Less Than Majority. The City Council has determined, by order entered on its minutes, that objections or protests objecting to and protesting the formation of said area have not been made by businesses in the proposed area which pay a majority of the taxes within the area under the general business license tax of the City.

SECTION 6: Name. The name of the parking and business improvement area hereby created and established is "PARKING AND BUSINESS IMPROVEMENT AREA A OF THE CITY OF SAN FERNANDO", hereinafter for brevity and convenience sometimes referred to as "Area".

SECTION 7: Area Description. A description of the exterior boundaries of said "Parking and Business Improvement Area A of the City of San Fernando" hereby created and established is:

Beginning at the intersection of the centerline of Truman Street, 80 feet wide, with the northeasterly prolongation of centerline of Mission Boulevard, 60 feet wide, as described in final order of condemnation entered in Case No. SF C-472 Superior Court of Los Angeles County, a certified copy of said final order being recorded in Book 36483, pages 416-418 Official Records of said County; thence southeasterly along the centerline of said Truman Street to a point of intersection with the northeast prolongation of the Southeast line of Lot 14, Block "C", Porter Land & Water Co.'s Resurvey of the City of San Fernando, as per map recorded in Book 34, Pages 65 & 66 of Miscellaneous Records in the Office of the County Recorder of said County; thence southwesterly along said northeasterly prolongation and along said southeast line and southwest prolongation thereof to centerline of San Fernando Road, 80 feet wide; thence northwest along said centerline of San Fernando Road to the northeasterly prolongation of the southeast line of Lot 17, Block 2,

Porter Land & Water Co.'s Resurvey of the City of San Fernando, as per map recorded in Book 34, pages 65 & 66 of Miscellaneous Records of said County; thence southwesterly along said prolongation and along the southeast line of Lots 17 and 24 in said Block 2, and continuing southwesterly parallel to Chatsworth Drive to centerline of Pico Street, 60 feet wide; thence southeasterly along said centerline to northeast prolongation of southeast line of Lots 8, 9, 10, and 11, Block 22 of said Porter Land & Water Co.'s Resurvey; thence southwesterly along said northeasterly prolongation, along said southeast line and the southwesterly prolongation thereof to centerline of Coronel Street, 60 feet wide; thence northwesterly along said centerline to northeast prolongation of southeast line of Lots 1, 2, and 3, Tract 1803, as per map recorded in Book 21, page 113 of Maps, Records of said County; thence southwesterly along said prolongation and said southeast line to northeast line of Lot 4 of said Tract No. 1803; thence northwesterly along said northeast line, 32.5 feet; thence southwesterly parallel with Chatsworth Drive, to centerline of Hollister Street, 60 feet wide; thence northwesterly along said centerline of Hollister Street to the centerline of Maclay Avenue, 60 feet wide, formerly Newmark Street, as said Avenue is shown on map of Porter Land & Water Co.'s Resurvey of Town of San Fernando recorded in Book 34, pages 65 & 66 of Miscellaneous Records in said office of County Recorder; thence northeast along said centerline of Maclay Avenue, 60 feet wide, to the southeasterly prolongation of the southwest line of Lots 1 to 20, Block 25 of said Porter Land & Water Co.'s Resurvey; thence northwesterly along said southeasterly prolongation and said southwest line, and along the northwesterly prolongation thereof to the centerline of Mission Boulevard, 80 feet wide, as shown on map of Tract 5247, recorded in Book 58, page 14 of Maps in said office of County Recorder; thence northeast along said centerline of Mission Boulevard, to centerline of San Fernando Road, 80 feet wide; thence southeast along said centerline of San Fernando Road to centerline of Mission Boulevard, as described in said final order of condemnation in Case No. SF C-472; thence northeast along said centerline of Mission Boulevard to point of beginning.

SECTION 8: Businesses Subject to Additional Tax. All businesses within the boundaries of said Area as described herein, not exempt by law, will be subject to the provisions of the additional tax imposed by this ordinance.

SECTION 9: Rate of Increase or Additional Levy of License Tax. The initial rate of increase or additional levy of the business license tax on all businesses conducting their activities in the "Area", which is in addition to the ordinary license tax imposed upon such businesses by Chapter 12 of "The Code of the City of San Fernando, California 1957" is hereby fixed and

established at the rates as set forth by the following schedule:

(1) CLASS I BUSINESSES:

- a. Retail Businesses
- b. Wholesale Businesses
- c. Manufacturing Businesses
- d. Manufacturing Dealers
- e. Telephone Service Businesses
- f. Savings and Loan Associations
- g. Card Rooms, Social Card Rooms, and Card Schools

Businesses in this class shall be taxed three times their ordinary business license tax or Fifty Dollars (\$50.00), whichever is greater, with a maximum license tax of One Thousand Dollars (\$1,000.00).

(2) CLASS II BUSINESSES:

- a. Independent Contractors
- b. Detective Agencies
- c. Employment or Booking Agencies
- d. Freight Forwarders or Warehousemen
- e. Leasing or Renting Tangible Personal Property
- f. Masseurs
- g. Auto and Appliance Repair Shops
- h. Trade and Business Schools
- i. Hotels, Apartment Houses, Motels, Rooming or
Boarding Houses
- j. Advertising Agencies
- k. Undertakers
- l. Contractors

Businesses in this class shall be taxed twice their ordinary business license tax or Fifty Dollars (\$50.00), whichever is greater, with a maximum of One Thousand Dollars (\$1,000.00).

(3) CLASS III BUSINESSES:

- a. Laundries, Self-Service Laundries, Cleaning and Dyeing Businesses or Agents therefor
- b. Non-Profit Organizations Selling New and/or Used Merchandise
- c. Music Teachers
- d. Shoe Repair Shops
- e. Newspapers and Job Printing Plants
- f. Personal Loan Companies
- g. Pawn Brokers

Businesses in this class shall be taxed one time their ordinary business license tax, if any, or Fifty Dollars (\$50.00), whichever is the greater.

(4) CLASS IV BUSINESSES:

- a. Pool and Billiard Rooms
- b. Bowling Alleys
- c. Amusement Arcades
- d. Theatres

Businesses in this class shall be taxed in the amount of Two Hundred Dollars (\$200.00).

SECTION 10: Area Constituted and Established. Said "Parking and Business Improvement Area A of the City of San Fernando" is hereby fully constituted and established.

SECTION 11: Uses of Proceeds. The uses to which the proceeds from the additional tax revenue realized from the rate of increase or additional levy of license tax, as herein provided, will be put are:

- (1) Pay rental for the offstreet vehicle parking lots located in "Parking District No. 1 of the City of San Fernando" sufficient in amount that after making due allowance for contingencies and error in estimates,

the "gross revenues from the operation of district parking places" and the "gross revenues from offstreet meters" as such phrases are used in Resolution No. 3193, adopted July 6, 1959, will together be an amount at least sufficient to pay when due the financial obligations of said "Parking District No. 1 of the City of San Fernando", including obligations set forth and referred to in Covenant 11 of Section 20 of said Resolution No. 3193, which obligations are to pay the following:

(a) "Necessary and reasonable maintenance and operation costs of the district parking places" and "necessary and reasonable onstreet parking meter expenses";

(b) The interest on the bonds as the same shall become due and payable;

(c) The principal of the bonds as the same shall mature and fall due;

(d) All payments required to be made into the Reserve Fund as required by Section 18 of said Resolution No. 3193;

(e) All payments required to meet any other obligations of the City which are charges, liens, or encumbrances upon or payable from the "gross revenues from onstreet parking meters" or "gross revenues from the operation of the district parking places".

(2) To pay as rental for the said offstreet parking lots in said Parking District No. 1 such additional sums as may be required from time to time to meet and pay any other financial obligations of "Parking District No. 1 of the City of San Fernando" as such obligations are set forth and contained in Resolution No. 3193, adopted July 6, 1959.

(3) Any excess proceeds remaining after meeting the financial obligations set forth in the preceding paragraphs shall be used for the acquisition, construction, and maintenance of new or additional vehicle parking facilities within said "Area".

SECTION 12: Definitions and Classifications of Businesses.

The definitions and classifications of businesses referred to in this ordinance shall be determined by the definitions and classifications as set forth in Chapter 12 of "The Code of the City of San Fernando, California 1957".

SECTION 13: Credit. Any business referred to in this ordinance which is liable for an increase or additional levy of license tax hereunder shall be entitled to a credit against such increase or additional levy of license tax equal to one-half the amount of such increase or additional tax if such business:

(1) Provides free offstreet vehicular customer parking in full conformance with the vehicle parking requirements specified under zoning Ordinance No. 423, adopted December 26, 1945, as amended; or

(2) Payment for said business has been made in full into the in lieu parking fund for vehicle parking as required by said Ordinance No. 423.

SECTION 14: Collection of Additional Tax. The collection of the increase or additional levy to the license tax levied and imposed by this ordinance shall be made at the same time and in the same manner as the ordinary business license tax of the City under the provisions of Chapter 12 of "The Code of the City of San Fernando, California 1957"; and such increase or additional levy of license tax imposed hereunder shall be computed in the manner provided in said Chapter 12 for each business, but according to the schedule set forth herein, and shall be due and payable as provided in said Chapter 12 of said Code.

SECTION 15: New Business in Area. Any new business in the "Area" shall be assessed in accordance with its classification, provided that in the event only a portion of the calendar year remains, the tax levied hereunder shall be prorated in accordance with the proportion that the number of

months (or major portion of any month) remaining in the calendar year bears to the 12 months of the calendar year.

SECTION 16: Refund of Additional Tax. In the event a business in the "Area" is discontinued during any calendar year for which the additional license tax levied hereunder has been paid, the Council, upon written application therefor, may refund to the person who paid the same that proportion of such additional license tax so paid that the number of months (including major portion of any month) remaining in the year, from the date of discontinuance of such business, bears to the twelve months of the year.

SECTION 17: Exemption - Voluntary Contribution. Any business, person, or institution located within the said "Area", which is exempt from the payment of the ordinary business license tax of the City by reason of the provisions of the United States or State Constitutions, is not to be taxed under this ordinance but may make a voluntary contribution to the City. Such contribution shall be used for the purposes provided in this ordinance.

SECTION 18: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 19: Effective Date. This ordinance shall take effect on January 1, 1966.

SECTION 20: Publication. The City Clerk shall certify to the

passage of this ordinance, and prior to the expiration of fifteen (15) days from the date of the adoption hereof the same shall be published at least once in The San Fernando Valley Sun, a newspaper published and circulated in the City of San Fernando.

ADOPTED AND APPROVED this 22nd day of November, 1965.

Philip F. Jones
MAYOR

ATTEST:

Leila Edwards
CITY CLERK OF THE CITY OF
SAN FERNANDO.

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

I, LEILA EDWARDS, City Clerk of the City of San Fernando, do hereby certify that the foregoing ordinance was duly adopted by the Council of the City of San Fernando, California, and signed by the Mayor of said City at a regular meeting of the Council held on the 22nd day of November, 1965, and that the same was passed by the following vote, to wit:

AYES: Arps, Harper, Jones, Macey and Schmidt-5

NOES: None-0

ABSENT: None-0

Leila Edwards
LEILA EDWARDS, CITY CLERK
OF THE CITY OF SAN FERNANDO.

ATTACHMENT "B"

ORDINANCE NO. 973

AN ORDINANCE OF THE CITY OF SAN FERNANDO ESTABLISHING A PARKING AND BUSINESS IMPROVEMENT AREA, FIXING THE BOUNDARIES THEREOF, ESTABLISHING BENEFIT ZONES, CLASSIFYING BUSINESSES THEREIN, AND FIXING THE INITIAL RATE OF INCREASE OR ADDITIONAL LEVY OF LICENSE TAX TO BE IMPOSED ON THE BUSINESSES IN SUCH AREA AND ZONES.

The Council of the City of San Fernando does ordain as follows:

SECTION 1: Authority. The proceedings taken herein are taken pursuant to the authority of the "Parking and Business Improvement Area Law of 1965" as added to the Streets and Highways Code by Statutes 1965, Chapter 241, being Sections 36,000 et seq. of the Streets and Highways Code.

SECTION 2: Resolution of Intention. This ordinance is adopted pursuant to that certain Resolution of Intention adopted by this City Council, being Resolution No. 4298, adopted October 7, 1968, and entitled "A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN FERNANDO DECLARING ITS INTENTION TO FORM A PARKING AND BUSINESS IMPROVEMENT AREA TO BE KNOWN AS 'PARKING AND BUSINESS IMPROVEMENT AREA B OF THE CITY OF SAN FERNANDO', FIXING THE TIME AND PLACE FOR HEARING, AND ORDERING THE GIVING OF NOTICE THEREOF", which Resolution of Intention was adopted by the City Council and proceedings thereunder taken pursuant to the authority of said "Parking and Business Improvement Area Law of 1965".

SECTION 3: Notice and Hearing. Said Resolution No. 4298 was published and mailed as provided by law, and a hearing thereon was held by

the City Council on October 29, 1968, at the hour of 7:30 o'clock p.m. in the Council Chambers of the City Council of said City of San Fernando in the City Hall, 117 Macneil Street, San Fernando, California.

SECTION 4: Protests and Action Thereon. At the hearing provided for by said Resolution No. 4298 and as set forth above, all persons desiring to be heard were heard and all protests and objections made or filed were fully heard and the same have been overruled and denied by order of the City Council entered on its minutes, and said hearing has been duly concluded.

SECTION 5: Protests Less Than Majority. The City Council has determined, by order entered on its minutes, that objections or protests objecting to and protesting the formation of said "Area" have not been made by businesses in the proposed "Area" which pay a majority of the taxes within the "Area" under the general business license tax of the City.

SECTION 6: Name. The name of the parking and business improvement area hereby created and established is "PARKING AND BUSINESS IMPROVEMENT AREA B OF THE CITY OF SAN FERNANDO", hereinafter for brevity and convenience sometimes referred to as "Area".

SECTION 7: Area Description. A description of the exterior boundaries of said "Parking and Business Improvement Area B of the City of San Fernando" hereby created and established is:

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the Northeasterly prolongation of the centerline of Mission Boulevard, 80 feet wide, with the Southwesterly line of the 100-foot wide right-of-way of Southern Pacific Company; thence Southwesterly along said Northeasterly prolongation and along the said centerline of Mission Boulevard to the centerline of Pico Street, 60 feet wide; thence Southeasterly along the centerline of Pico Street to the centerline of Brand Boulevard, 130 feet wide; thence Northeasterly along the centerline of Brand Boulevard to the centerline of Celis Street, 60 feet wide; thence Southeasterly along the centerline of Celis Street to the centerline of Chatsworth Drive, 60 feet wide; thence Northeasterly along

the centerline of Chatsworth Drive to the centerline of San Fernando Road, 80 feet wide; thence Northwesterly along the centerline of San Fernando Road to the centerline of Kittridge Street, 60 feet wide; thence Northeasterly along the centerline of Kittridge Street to the Southeasterly prolongation of the Northeasterly line of Lots 1 to 6 inclusive of Tract No. 4687 as per map recorded in Book 62, page 37 of Maps, in the office of the County Recorder of said County; thence Northwesterly along said Southeasterly prolongation, said Northeasterly line, and the Northwesterly prolongation thereof, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to said Southwesterly line of 100-foot wide right-of-way of Southern Pacific Company; thence Northwesterly along said Southwesterly line to the point of beginning.

SECTION 8: Benefit Zones. For the hereinafter set forth purposes separate benefit zones, based upon the degree of benefit derived from the purpose, are hereby created and established, which benefit zones shall be known respectively as "Zone 1" and "Zone 2", and which zones are respectively described as follows:

A. ZONE 1:

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the centerline of Mission Boulevard with the Northwesterly prolongation of the Southwest line of Northeast 24 feet of the Northwest 8 feet of Lot 13 in Tract No. 9589, as per map recorded in Book 160, page 48 of Maps; thence Southeast along said prolongation and said Southwest line to the Southeast line of the Northwest 8 feet of said Lot 13, Tract No. 9589; thence Northeast along said Southeast line 24 feet to the Northeast line of said Lot 13; thence Southeasterly along the Northeast line of Lots 1 to 13 in said Tract 9589, and along the Northeast line of Lots 28 to 32 in Tract No. 3674 as per map recorded in Book 47, page 42 of Maps, to the most Easterly corner of said Lot 28; thence Southwesterly along the Southeasterly line of said Lot 28, 6 feet; thence Southeasterly parallel with said Northeast line of Lots 28 to 32, Tract 3674, and its Southeasterly prolongation, to the centerline of Maclay Avenue, 80 feet wide; thence Northeasterly along said centerline of Maclay Avenue, 6 feet to said Southeasterly prolongation; thence Southeasterly along said prolongation and along the Northeast line of Lots 3 to 26 inclusive of said Tract 3674, to the most Easterly corner of said Lot 3; thence Southwesterly along the Southeasterly line of said Lot 3, 58 feet; thence Southeasterly parallel with the Northeast line of Lots 1 and 2 in said Tract No. 3674 and its Southeasterly prolongation, to the centerline of Brand Boulevard; thence

Northeasterly along the centerline of Brand Boulevard to the Northwesterly prolongation of the Northeast line of Lots 1 to 6 of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps; thence along said Northwesterly prolongation, said Northeast line and its Southeasterly prolongation to the centerline of Kittridge Street; thence Southwesterly along the centerline of Kittridge Street to the centerline of San Fernando Road; thence Southeasterly along the centerline of San Fernando Road to the centerline of Chatsworth Drive; thence Southwesterly along the centerline of Chatsworth Drive to the Southeasterly prolongation of the Northeast line of the Southwest 40 feet of Lot 130 of Tract No. 2824, as per map recorded in Book 28, pages 36 and 37 of Maps; thence Northwesterly along said prolongation and said Northeast line to the Northwest line of the Southeast 33.33 feet of said Lot 130; thence Southwesterly along said Northwest line 40 feet to the Southwest line of said Lot 130; thence Northwesterly along said Southwest line and the Southwest line of Lot 126 in said Tract 2824, 134 feet to the Southeast line of the Northwest 99.17 feet of said Lot 126; thence Northeasterly along said last mentioned Southeast line 45 feet; thence Northwesterly parallel with the Southwest line of said Lot 126 and its Northwesterly prolongation, to the centerline of Brand Boulevard; thence Southwesterly along the centerline of Brand Boulevard to the Southeasterly prolongation of the Southwest line of Lot 2 of said Tract No. 2824; thence Northwesterly along said last mentioned Southeasterly prolongation, along the Southwest line of said Lot 2, Tract No. 2824, and the Northwesterly prolongation thereof to the Southwesterly prolongation of the Southeast line of Lot 17 in Block 4 of Porter Land and Water Co.'s Resurvey of the Town of San Fernando as per map recorded in Book 34, pages 65 and 66 of Miscellaneous Records; thence Northeast along said Southwesterly prolongation and said Southeast line 39.5 feet; thence Northwesterly parallel with the Southwest line of said Lot 17 and the Northwesterly prolongation thereof to the centerline of Maclay Avenue; thence Southwesterly along said centerline 39.5 feet to the Southeast prolongation of the Southwest line of Lots 1 to 20 inclusive in Block 5 of said Porter Land and Water Co.'s Resurvey; thence Northwesterly along said prolongation, said Southwest line and its Northwesterly prolongation, to the centerline of Mission Boulevard; thence Northeasterly along said centerline of Mission Boulevard to the point of beginning.

B. ZONE 2:

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the Northeasterly prolongation of the centerline of Mission Boulevard, 80 feet wide, with the Southwesterly line of the 100-foot wide right-of-way of Southern Pacific Company; thence Southwesterly along said Northeasterly prolongation and along

the said centerline of Mission Boulevard to the centerline of Pico Street, 60 feet wide; thence Southeasterly along the centerline of Pico Street to the centerline of Brand Boulevard, 130 feet wide; thence Northeasterly along the centerline of Brand Boulevard to the centerline of Celis Street, 60 feet wide; thence Southeasterly along the centerline of Celis Street to the centerline of Chatsworth Drive, 60 feet wide; thence Northeasterly along the centerline of Chatsworth Drive to the centerline of San Fernando Road, 80 feet wide; thence Northwesterly along the centerline of San Fernando Road to the centerline of Kittridge Street, 60 feet wide; thence Northeasterly along the centerline of Kittridge Street to the Southeasterly prolongation of the Northeasterly line of Lots 1 to 6 inclusive of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps in the office of the County Recorder of said County; thence Northwesterly along said Southeasterly prolongation, said Northeasterly line, and the Northwesterly prolongation thereof, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to said Southwesterly line of 100-foot wide right-of-way of Southern Pacific Company; thence Northwesterly along said Southwesterly line to the point of beginning.

EXCEPT that portion thereof within the following described boundaries:

Beginning at the intersection of the centerline of Mission Boulevard with the Northwesterly prolongation of the Southwest line of Northeast 24 feet of the Northwest 8 feet of Lot 13 in Tract No. 9589, as per map recorded in Book 160, page 48 of Maps; thence Southeast along said prolongation and said Southwest line to the Southeast line of the Northwest 8 feet of said Lot 13, Tract 9589; thence Northeast along said Southeast line 24 feet to the Northeast line of said Lot 13; thence Southeasterly along the Northeast line of Lots 1 to 13 in said Tract 9589, and along the Northeast line of Lots 28 to 32 in Tract No. 3674, as per map recorded in Book 47, page 42 of Maps, to the most Easterly corner of said Lot 28; thence Southwesterly along the Southeasterly line of said Lot 28, 6 feet; thence Southeasterly parallel with said Northeast line of Lots 28 to 32, Tract 3674, and its Southeasterly prolongation, to the centerline of Maclay Avenue 80 feet wide; thence Northeasterly along said centerline of Maclay Avenue, 6 feet to said Southeasterly prolongation; thence Southeasterly along said prolongation and along the Northeast line of Lots 3 to 26 inclusive of said Tract 3674 to the most Easterly corner of said Lot 3; thence Southwesterly along the Southeasterly line of said Lot 3, 58 feet; thence Southeasterly parallel with the Northeast line of Lots 1 and 2 in said Tract No. 3674 and its Southeasterly prolongation, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to the Northwesterly prolongation of the Northeast line of Lots 1 to 6 of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps; thence along said Northwesterly prolongation, said Northeast line and its

Southeasterly prolongation to the centerline of Kittridge Street; thence Southwesterly along the centerline of Kittridge Street to the centerline of San Fernando Road; thence Southeasterly along the centerline of San Fernando Road to the centerline of Chatsworth Drive; thence Southwesterly along the centerline of Chatsworth Drive to the Southeasterly prolongation of the Northeast line of the Southwest 40 feet of Lot 130 of Tract No. 2824, as per map recorded in Book 28, pages 36 and 37 of Maps; thence Northwesterly along said prolongation and said Northeast line to the Northwest line of the Southeast 33.33 feet of said Lot 130; thence Southwesterly along said Northwest line 40 feet to the Southwest line of said Lot 130; thence Northwesterly along said Southwest line and the Southwest line of Lot 126 in said Tract 2824, 134 feet to the Southeast line of the Northwest 99.17 feet of said Lot 126; thence Northeasterly along said last mentioned Southeast line 45 feet; thence Northwesterly parallel with the Southwest line of said Lot 126 and its Northwesterly prolongation, to the centerline of Brand Boulevard; thence Southwesterly along the centerline of Brand Boulevard to the Southeasterly prolongation of the Southwest line of Lot 2 of said Tract No. 2824; thence Northwesterly along said last mentioned Southeasterly prolongation, along the Southwest line of said Lot 2, Tract No. 2824, and the Northwesterly prolongation thereof to the Southwesterly prolongation of the Southeast line of Lot 17 in Block 4 of Porter Land and Water Co.'s Resurvey of the Town of San Fernando, as per map recorded in Book 34, pages 65 and 66 of Miscellaneous Records; thence Northeast along said Southwesterly prolongation and said Southeast line 39.5 feet; thence Northwesterly parallel with the Southwest line of said Lot 17 and the Northwesterly prolongation thereof to the centerline of Maclay Avenue; thence Southwesterly along said centerline 39.5 feet to the Southeast prolongation of the Southwest line of Lots 1 to 20 inclusive in Block 5 of said Porter Land and Water Co.'s Resurvey; thence Northwesterly along said prolongation, said Southwest line and its Northwesterly prolongation, to the centerline of Mission Boulevard; thence Northeasterly along said centerline of Mission Boulevard to the point of beginning.

SECTION 9: Uses of Proceeds in Respective Zones - Purposes.

The uses to which the proceeds from the additional tax revenue realized from the rate of increase or additional levy of or to the license tax, as herein provided, will be put, and in which zone or zones of said "Area" are as follows:

A. Purpose A. The general promotion of retail trade activity including but not limited to the cleaning and maintenance of the San Fernando Road Pedestrian Mall and the San Fernando Road Pedestrian Mall Addition No. 1 (hereinafter collectively sometimes referred to as Pedestrian

Mall), general advertising and promotion, sales promotion activity, and special promotional literature in the following enumerated zones of said "Area" (sometimes hereinafter referred to as Purpose A): Zone 1 and Zone 2.

B. Purpose B. The furnishing of music in public places in the following enumerated zone or zones in said "Area" (sometimes hereinafter referred to as Purpose B): Zone 1.

C. Purpose C. The promotion of public events including but not limited to such activities as art shows, festivals, and public ceremonies, which are to take place on or in public places in the following enumerated zones in said "Area" (sometimes hereinafter referred to as Purpose C): Zone 1 and Zone 2.

D. Purpose D. The decoration of any public place including but not limited to Christmas decorations and other decorations in the following enumerated zones in said "Area" (sometimes hereinafter referred to as Purpose D): Zone 1 and Zone 2.

E. Other Purposes. After first deducting two per cent (2%) from all proceeds of the additional tax revenue realized from the rate of increase or additional levy of or to the license tax, except for the proceeds realized from additional levy to the business license tax under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance, as the cost of collection, and the proceeds of the additional levy of tax derived under paragraph (e) of subdivision 1 of subsection A of Section 12 hereof, for maintenance of the Pedestrian Mall, the balance of all proceeds of the additional tax revenue realized from the rate of increase or additional levy of or to the license tax shall be used by the City to pay contract fees to the San Fernando Chamber of Commerce to carry out and perform all other purposes enumerated in subsections A through D inclusive of this section.

The two per cent (2%) of the proceeds retained by the City

shall be used for the purpose of defraying the cost of collection of the rate of increase or additional levy of or to the license tax and the proceeds derived under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance shall be used by the City to defray the cost of cleaning and maintenance of the Pedestrian Mall.

SECTION 10: Classification of Businesses and Appeals.

A. Classification of Businesses Generally. For the purpose of the rate of increase or additional levy of or to the license tax, the various businesses located in the "Area" are classified in accordance with the following schedule:

CLASS I - RETAIL BUSINESSES, includes all businesses licensed under Chapter 12 of "The Code of the City of San Fernando, California 1957" as retail establishments, except in those instances where they are otherwise classified in this section.

CLASS II - PROFESSIONAL BUSINESSES, includes all those businesses generally recognized and considered as professional, including but not limited to attorneys at law, doctors, dentists, optometrists, and accountants, except in those instances where such businesses are otherwise classified in this section.

CLASS III - SERVICE BUSINESSES, includes barbers, beauticians, beauty parlors, utilities, real estate brokers, service stations, photographers, contractors, cleaners, laundries, garages and auto repairs, and other such similar service businesses, unless otherwise specifically set forth and classified in this section.

CLASS IV - MISCELLANEOUS BUSINESSES, includes financial institutions, recreation activities, hotels and motels, apartments, insurance agents, bars, manufacturers and wholesalers, and all other businesses which do not fall into Classes I through III inclusive, or which do not have business licenses under Chapter 12 of "The Code of the City of San Fernando, California 1957".

B. Classification in Case of Dispute. Any questions arising as to the classification of any business shall be determined by the City Clerk.

C. Appeals. Any person aggrieved by any decision of the City Clerk with respect to such classification may appeal to the Council by filing a notice of appeal with the Clerk of the Council within five (5) days from the date of the decision by the City Clerk. The Council shall thereupon fix a time and place for hearing such appeal. The Clerk of the Council shall give notice to such person of the time and place of hearing by serving said notice personally or by depositing it in the United States Post Office in San Fernando, postage prepaid, addressed to such person at his last known address. At the time of the hearing the Council shall determine and rule upon the appeal and its decision shall be final.

SECTION 11: Businesses Subject to Additional Tax. All businesses within the boundaries of said "Area" described herein, not exempt by law, shall be subject to the provisions of the tax or additional tax imposed by this ordinance.

SECTION 12: Rate of Increase or Additional Levy of License Tax. The initial rate of increase or additional levy of or to the business license tax for each of the purposes set forth in subsections A through D inclusive of Section 9 hereof, on all businesses conducting their activities and on all persons, firms, corporations, organizations, lodges, and institutions maintaining offices, quarters, or meeting places in each of said zones in the "Area", which is in addition to the ordinary business license tax imposed upon such businesses by Chapter 12 of "The Code of the City of San Fernando, California 1957" and in addition to the increase or additional levy of license tax imposed by Ordinance No. 912, adopted November 22, 1965, for the purpose of "Parking and Business Improvement Area A of the City of San Fernando", is hereby fixed and established at the rates as set

forth in the following schedule:

A. For Purpose A of Section 9:

1. ZONE 1:

(a) Class I Businesses: 1.25 times their ordinary business license tax.

(b) Class II Businesses: 0.30 times their ordinary business license tax.

(c) Class III Businesses: 0.55 times their ordinary business license tax.

(d) Class IV Businesses: 0.25 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by \$1.50, whichever is the greater.

(e) In addition to the rate of increase or additional levy of or to the business license tax set forth above, all businesses and all persons, firms, corporations, organizations, lodges, and institutions maintaining offices, quarters, or meeting places having frontage and/or abutting on the Pedestrian Mall shall be taxed and shall pay an additional sum determined by and equal to the number of feet said business, office, quarters, or meeting place fronts and/or abuts on said Pedestrian Mall, multiplied by \$2.50, which additional levy shall be applicable to all classes of business set forth above; provided, however, that as to any business or person, firm, corporation, organization, lodge, or institution maintaining offices, quarters, or meeting places on any floor other than the ground floor in any building fronting or abutting on the

Pedestrian Mall the tax shall be \$5.00 per year.

2. ZONE 2:

(a) Class I Businesses: 1.0 times their ordinary business license tax.

(b) Class II Businesses: 0.133 times their ordinary business license tax.

(c) Class III Businesses: 0.30 times their ordinary business license tax.

(d) Class IV Businesses: 0.125 times their ordinary business license tax or a sum determined by and equal to the number of feet such business fronts on a public street, multiplied by \$0.75, whichever is the greater.

B. For Purpose B of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.1 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.084 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on said Pedestrian Mall, multiplied by \$0.50, whichever is the greater.

2. ZONE 2:

Increase or additional levy of or to business license tax on businesses in this zone: None.

C. For Purpose C of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.25 times their ordinary business license tax.

(b) Class II Businesses: 0.15 times their ordinary business license tax.

(c) Class III Businesses: 0.15 times their ordinary business license tax.

(d) Class IV Businesses: 0.083 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by \$0.50, whichever is the greater.

2. ZONE 2:

(a) Class I Businesses: 0.15 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.0625 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on a public street, multiplied by \$0.375, whichever is the greater.

D. For Purpose D of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.4 times their ordinary business license tax.

(b) Class II Businesses: 0.2 times their ordinary business license tax.

(c) Class III Businesses: 0.2 times their ordinary business license tax.

(d) Class IV Businesses: 0.083 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by \$0.50, whichever is the greater.

2. ZONE 2:

(a) Class I Businesses: 0.183 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.0625 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on a public street, multiplied by \$0.375, whichever is the greater.

E. Upstairs Businesses. Any business conducting its activities or any person, firm, corporation, organization, lodge, or institution maintaining offices, quarters, or meeting places on a floor other than the ground floor of any building fronting or abutting on the Pedestrian Mall or fronting on any public street shall be liable for the increase or additional levy of or to the business license tax imposed by this ordinance to the same extent as though located on the ground floor; provided, however, that as to the additional levy of or to the business license tax under paragraph (e) of

subdivision 1 of subsection A of this section the amount of tax shall be \$5.00 per year.

F. Maximum:

1. One or First Place of Business. In the event the total rate of increase or additional levy of or to the business license tax imposed by this ordinance, under any one subsection or any combination of subsections of this Section 12, excluding however the additional levy of or to the business license tax under paragraph (e) of subdivision 1 of subsection A of this section, for any one place of business, shall equal or exceed the maximum for any one place of business hereinafter specified, then such business shall be only liable for and pay the said maximum:

| | |
|-------------------|---------------------------|
| Located in Zone 1 | Maximum \$500.00 per year |
|-------------------|---------------------------|

| | |
|-------------------|---------------------------|
| Located in Zone 2 | Maximum \$300.00 per year |
|-------------------|---------------------------|

2. Additional Places of Business in "Area". In the event any person, firm, or corporation operates more than one place of business in the "Area", then the place of business with the greatest gross receipts shall be considered for the purpose of this subsection F as the first place of business and shall be liable for the maximum prescribed in subdivision 1 above, but as to each additional place of business in the "Area" the same will be governed by subdivision 1 hereof provided, however, for each such additional place of business the maximum shall be:

| | |
|-------------------|---------------------------|
| Located in Zone 1 | Maximum \$150.00 per year |
|-------------------|---------------------------|

| | |
|-------------------|---------------------------|
| Located in Zone 2 | Maximum \$ 90.00 per year |
|-------------------|---------------------------|

SECTION 13: Area Constituted and Established. Said "Parking and Business Improvement Area B of the City of San Fernando" is hereby fully constituted and established.

SECTION 14: Definitions and Classifications. The definitions and classifications of businesses, as hereinabove set forth, except as herein otherwise provided, shall be determined by the definitions and classifications

as set forth in Chapter 12 of "The Code of the City of San Fernando, California 1957".

SECTION 15: Due Date and Penalty for Nonpayment of Additional Tax When Due. The increase or additional levy of or to the business license tax as herein provided for shall be due and payable at the same time and in the same manner as the ordinary business license tax, all as provided in Chapter 12 of "The Code of the City of San Fernando, California 1957", and upon failure to pay the same when due, the same shall bear the same type of penalties as prescribed by said Chapter 12 for the nonpayment of the ordinary business license tax.

SECTION 16: Collection of Additional Tax. The collection of the increase or additional levy of or to the business license tax levied and imposed by this ordinance shall be made at the same time and in the same manner as the ordinary business license tax of the City under the provisions of Chapter 12 of "The Code of the City of San Fernando, California 1957"; and such increase or additional levy of or to the business license tax shall be computed in the manner provided in said Chapter 12 for each business but according to the schedule set forth herein.

SECTION 17: New Business in "Area". Any new business in the "Area" shall be assessed in accordance with its classification, provided that in the event only a portion of the calendar year remains, the increase or additional levy of or to the business license tax levied hereunder shall be prorated in accordance with the proportion that the number of months (or major portion of any month) remaining in the calendar year bears to the 12 months of the calendar year.

SECTION 18: Refund of Additional Tax. In the event a business in the "Area" is discontinued during any calendar year for which the increase or additional levy of or to the business license tax imposed hereunder has been paid, the Council, upon written application therefor, may

refund to the person who paid the same that proportion of such increase or additional license tax that the number of months (including major portion of any month) remaining in the year, from the date of discontinuance of such business, bears to the 12 months of the calendar year.

SECTION 19: Exemption - Voluntary Contribution. Except as herein otherwise provided, any business, person, or institution located within the said "Area" which is exempt from the payment of the ordinary business license tax of the City by reason of the provisions of the United States or State Constitutions, is not to be taxed under this ordinance but may make a voluntary contribution to the City. There is specifically excepted from the exemption contained in this section and nothing contained herein shall be construed to exempt any business from the increase or additional levy of or to the license tax levied and assessed under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance (cleaning and maintenance of Pedestrian Mall). Any voluntary contribution made pursuant to this section shall be used for the purposes provided in this ordinance.

SECTION 20: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 21: Effective Date. This ordinance shall be in full force and effect on and after January 1, 1969.

SECTION 22: Publication. The City Clerk shall certify to the passage of this ordinance and prior to the expiration of fifteen (15) days

from the date of the adoption hereof the same shall be published at least once in The San Fernando Valley Sun, a newspaper published and circulated in the City of San Fernando.

ADOPTED AND APPROVED this 4th day of November, 1968.

Manuel S. Flores
MAYOR

ATTEST:

Leila Edwards
CITY CLERK OF THE CITY
OF SAN FERNANDO.

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

I, LEILA EDWARDS, City Clerk of the City of San Fernando, do hereby certify that the foregoing ordinance was duly adopted by the Council of the City of San Fernando, California, and was signed by the Mayor of said City at a regular meeting of the City Council held on the 4th day of November, 1968, and that the same was passed by the following vote, to wit:

AYES: Allenbaugh, Arps, Flores, Jones and Macey-5

NOES: None-0

ABSENT: None-0

Leila Edwards
LEILA EDWARDS, CITY CLERK
OF THE CITY OF SAN FERNANDO

AGREEMENT

THIS AGREEMENT is made this 17th day of December, 1984, by and between the CITY OF SAN FERNANDO, a municipal corporation ("City"), and the MALL ASSESSMENT DISTRICT, INC., a California non-profit mutual benefit corporation ("Corporation").

R E C I T A L S:

1. On November 4, 1968, the City adopted Ordinance No. 973, establishing a parking and business improvement area, fixing the boundaries thereof, establishing benefit zones, classifying businesses therein, and fixing the initial rate of increase or additional levy of license tax to be imposed on the businesses in such area and zones, which ordinance became effective January 1, 1969.

2. On September 5, 1984, Mall Assessment District, Inc., was incorporated as a California non-profit mutual benefit corporation for the sole purpose of administering said District.

3. The City desires to contract with the Corporation to perform the work and render the services called for in purposes A, B, C and D of said Ordinance No. 973, except for the mall maintenance which is reserved to the City, and for the payment for such services.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto do agree as follows:

1. The City hereby hires and retains Corporation to render and perform and Corporation covenants agrees to render and perform for the consideration herein specified the work and services herein set forth.

2. Corporation agrees to render all services, perform all work, and bear all expenses within the limits of the funds paid it therefor by the City to carry out the following purposes:

- (a) Purpose A of Section 9 of Ordinance No. 973, except for the cleaning and maintenance of the San Fernando Road Pedestrian Mall.
- (b) Purpose B of Section 9 of Ordinance No. 973.
- (c) Purpose C of Section 9 of Ordinance No. 973.
- (d) Purpose D of Section 9 of Ordinance No. 973.

3. The area within which Corporation agrees to render the service and perform the work for the City is Parking and Business Improvement Area B of the City of San Fernando, more particularly described and delineated in Section 7 of Ordinance No. 973.

4. The City Council shall cause to be prepared not later than the 15th day of March of each year an estimate of all proceeds of the additional tax revenue to be realized each year from the rate of increase or additional levy of or

to the license tax under Ordinance No. 973 and for each of the purposes set forth in Section 12 of said ordinance. After first deducting an amount to be determined by resolution of the City Council to cover the costs of collection and deducting those proceeds realized from additional levy to the business license tax under paragraph 12(A)(1)(e) of Ordinance No. 973 (for maintenance of the pedestrian mall), the balance of the proceeds realized from the increase or additional levy of or to the business license tax under Ordinance No. 973 for each of the purposes set forth in Section 3 above, shall be budgeted for payment to Corporation for rendering the service and performing the work required for each of said purposes within said area.

5. Corporation, prior to November 15th of each calendar year, shall submit to the City Council for its approval a program and budget for the expenditure of the funds to be received by it for each of those purposes listed in Section 3 above, said budget to cover the period of January 1st to December 31st of the following year.

6. Whenever the City allocates to Corporation sums of money or otherwise from time to time appropriates or pays any money to Corporation for the work and services to be performed hereunder, all such payments, except as otherwise specified, at the time said payments are made, shall be and are hereby agreed to be in consideration of the services

rendered by Corporation on behalf of the City specified in this Agreement. The consideration to be paid hereunder for the work performed and services rendered by Corporation shall be paid by the City to Corporation or the vendor contracting with Corporation within thirty (30) days following the month during which said work was performed and services were rendered unless otherwise ordered by the City Council, and all such payments shall be subject to the following conditions:

(a) All payments are to be made upon a claim or demand presented, audited, and paid as in the case of other claims against the City as provided by law.

(b) When such allocations or payments are made, Corporation shall, on or before the 1st day of January and the first day of July of each calendar year, submit to the City Council a report describing its activities for the preceding six month period, ending respectively December 31 and June 30, particularly setting forth services rendered in connection with each of the purposes listed in Section 3. Said report shall be submitted within 45 days of the close of the reporting period.

(c) The amount allocated in the annual budget for the expenditure of the proceeds of the increase or additional levy of or to the business license tax under

Ordinance No. 973, or otherwise, from time to time appropriated by the City for the services to be rendered hereunder by Corporation, shall not be a fixed or binding obligation upon the City to continuously thereafter pay the Corporation said sum, but shall be dependent upon the filing of proper claims and reports evidencing the services rendered as required by subdivisions (a) and (b) of this section, and shall be further dependent upon the availability of continuing the appropriation of the same for said purposes as determined by the City Council and the availability of such proceeds realized from the increase or additional levy of or to the business license tax set forth above.

Notwithstanding the above, City shall, from time to time, advance funds to Corporation for the purpose of maintaining a cash fund, not to exceed One Thousand Dollars (\$1,000.00), to cover the current operating expenses incurred in performing those services listed in Section 3 above.

7. It is understood and agreed by and between the parties hereto that this Agreement and all obligations thereunder can be terminated and cancelled by either party hereto upon written notice to be given to the other at least sixty (60) days prior to the date of termination. Upon such termination, all obligations of the City hereunder shall immediately cease and terminate.

8. Corporation may, from time to time, engage in fundraising and other activities in the course of its activities under this Agreement. Any profit realized from such activities shall be utilized by Corporation to serve those purposes listed in Section 3 above.

9. Corporation shall indemnify and hold harmless City from and against any and all claims arising from Corporation's activities under this Agreement, and shall further indemnify and hold harmless City from and against any and all claims arising from any breach or default in the performance of any obligation on Corporation's part to be performed under the terms of this Agreement, or arising from any negligence of Corporation, or any of Corporation's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of such claim, Corporation, upon notice from City, shall defend the same at Corporation's cost.

10. Corporation agrees to take and maintain in full force and effect public liability and property damage insurance with City named as insured for liability or financial loss resulting from injuries occurring to persons or to property arising out of the services performed under

this Agreement, the amount of said insurance to be not less than One Million Dollars (\$1,000,000.00) for bodily injury for any one person on account of any one incident and for property damage. Corporation shall provide City with certificates of insurance evidencing compliance with the foregoing, and such certificates shall provide for a written obligation on the part of Corporation's insurance carrier to notify City in writing thirty (30) days prior to the cancellation of or material change in the policy. If Corporation fails to take out and maintain the aforesaid insurance, this Agreement shall terminate.

11. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Agreement or arising out of the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

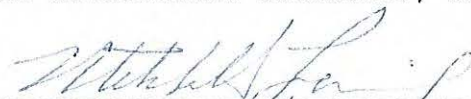
CITY OF SAN FERNANDO

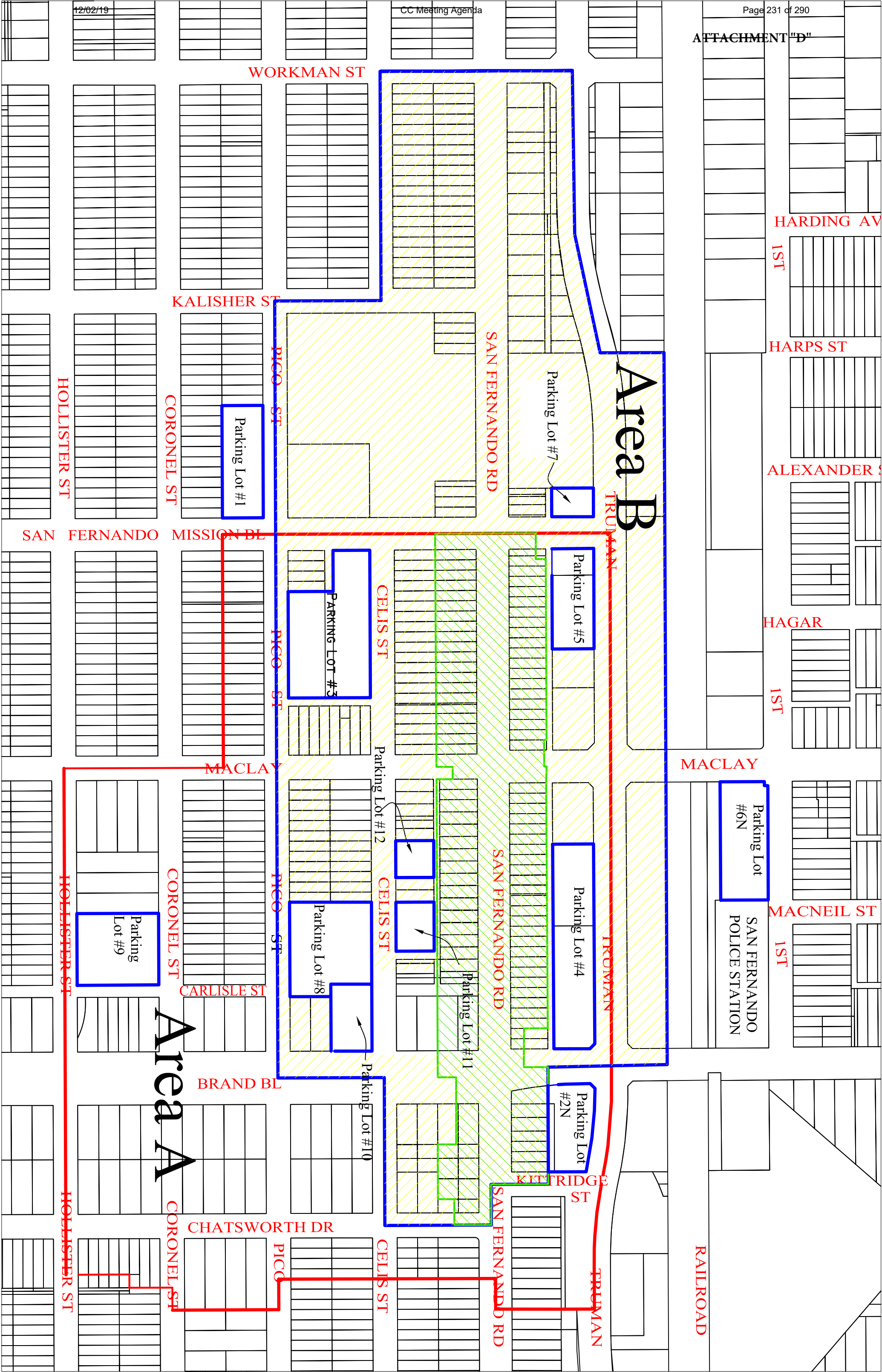
By 
Mayor Pro Tem

ATTEST:

By 
City Clerk

MALL ASSESSMENT DISTRICT, INC.

By 
President



*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services

Date: December 2, 2019

Subject: Veterans Banner Program Update

RECOMMENDATION:

- a. It is recommended that the City Council receive a presentation from staff regarding the 2019-2020 Veteran's Banner Program; and
- b. Provide staff direction, as appropriate.

BACKGROUND:

1. During Fiscal Year 2015-2016, the City Council created a Veterans Appreciation Event Ad Hoc Committee comprised of Councilmember Gonzales and Councilmember Soto. The goal of the Committee was to develop a special event to honor the United States armed services veterans residing in the City of San Fernando.
2. On August 7, 2017, the City Council approved allocating \$3,500 from the Independent Cities Finance Authority's Community Outreach Program to a Veterans Recognition Program.
3. On November 7, 2018, Recreation and Community Services (RCS) staff met with representatives of the American Legion to discuss possible events and obtain feedback from its members on the type of event that would be fitting to honor veterans.
4. On January 29, 2019, RCS staff met with the current Ad Hoc Committee, comprised of Mayor Fajardo and Councilmember Gonzales, to discuss the American Legion members' feedback about a possible veterans event. The discussion led to the concept of initiating a pole banner program to recognize veterans.
5. On September 16, 2019, RCS staff met with the Ad Hoc Committee to finalize the Veterans Recognition Program and targeted the month of November 2019 for an unveiling ceremony.

Veterans Banner Program UpdatePage 2 of 3

6. On October 7, 2019, the City Council approved the Ad Hoc Committee's recommendations for initiating a Veterans Recognition Program and adopted Resolution No. 7955, appropriating \$3,500 to the Veterans Banner Program from the Independent Cities Financing Authority Community Outreach Program fund.
7. On November 8, 2019, the City hosted the inaugural Veterans Banner program to display 13 banners along Maclay Avenue (See Attachment "A" for Banner Locations). The event was well-received and a sense of community pride was expressed by participants.

ANALYSIS:

The inaugural 2019-2020 Veteran's Banner program displayed 13 banners along Maclay Avenue during the month of November 2019. The banners were replaced with Holiday decorations for the month of December 2019.

Due to the high level of interest in the program, the City has resumed accepting applications for the 2019-2020 Veterans Banner Program year and will continue to accept applications through December 26, 2019. Applications received after December 26th will be considered for the 2020-2021 Veterans Banner Program.

Staff proposes hanging the original 13 banners, along with any new banner applications received prior to December 26, 2019, during the first week of June 2020 and display them through the end of July 2020. The banners will be returned to the applicant once taken down in July. The banners will have been displayed for a total of three months and should be in relatively good condition when they are returned to the applicants.

November 2020 marks the beginning of the 2020-2021 Veteran's Banner Program year. Staff recommends that the banners are displayed during November 2020, then again during June 2021 and July 2021. The City will accept applications for the 2020-2021 Banner Program from January 2, 2020, through September 30, 2020. Participants in the 2019-2020 Veteran's Banner program may re-apply for the 2020-2021 Banner Program year, but will need to pay the \$136 application fee to cover the cost of printing a new banner design.

Going forward, the City will accept applications on a continual basis and the Veteran's Banner Program year will run from November through July, with banners displayed in the months of November, June and July. It is anticipated that that banners will be redesigned for each Banner Program year.

Staff recommends that the remaining Independent Cities Financing Authority (ICFA) funds, approximately \$2,683, be used to purchase additional pole brackets so applicants would only be charged for the banner. ICFA funds may also be used for a partial fee waiver for applicants with

Veterans Banner Program UpdatePage 3 of 3

financial hardships and the cost for shipping. Using the remaining ICFA funds in this manner will allow the City to expand the number of locations beyond the current 13 banner sites along Maclay Avenue.

BUDGET IMPACT:

The City Council allocated \$3,500 from the ICFA fund to establish the Veterans Recognition Program. The inaugural Veterans Banner reveal event, held on November 8, 2019, expended \$817 of the available \$3,500 ICFA funds. The remaining balance is \$2,683.

The actual cost to produce a double-sided banner is \$128, plus a shipping cost of \$9 per banner. A set of banner brackets costs \$50 each. Staff plans to purchase 14 additional brackets at a cost of \$700. The additional brackets will provide space for 35 banner displays along Maclay Avenue and San Fernando Road. The remaining funds, approximately \$1,983, may be used to develop an applicant hardship fee waiver program.

CONCLUSION:

It is recommended that the City Council receive an update from staff and provide direction regarding the continued Veterans Banner Program.

ATTACHMENT:

A. Veterans Banner Locations



THE CITY OF
SAN FERNANDO
CALIFORNIA

VETERANS

BANNER PROGRAM 2019

ATTACHMENT "A"



Bennie
NAJAR, SR.
326 N. Maclay Ave

FOURTH ST



Harold Paul
BOWDEN
307 N. Maclay Ave



Rudy
CALDERON
310 N. Maclay Ave



Pete D.
FLORES
220 N. Maclay Ave



Julio
VARGAS
300 N. Maclay Ave



Leo Vern
COATY
201 N. Maclay Ave

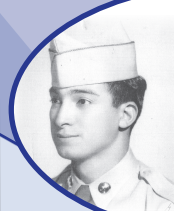


David
BERNAL
208 N. Maclay Ave

SECOND ST



Marlon
DUARTE
129 N. Maclay Ave



David
GARCIA
134 N. Maclay Ave



Bennie
COOKE
111 N. Maclay Ave

FIRST ST



Arturo B.
MEDINA
120 N. Maclay Ave



Alvin F.
DURHAM, JR.
50 N. Maclay Ave



Noe
ARANA
110 N. Maclay Ave

N. MACLAY AVE

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: December 2, 2019

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

RECOMMENDATION:

It is recommended that the City Council:

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

BACKGROUND:

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

ANALYSIS:

As this is a City-initiated measure, the City Council has priority in terms of deciding whether it will author the Ballot Argument "For" or "Against" the measure. The Council may either author a joint letter or could delegate the authority to one or more members who will then submit the argument on the City Council's behalf. The City Attorney will also be required to submit its own impartial analysis. Arguments for or against the measure as well as the City Attorney impartial analysis are due Friday December 13, 2019. Rebuttals are due Monday, December 23, 2019.

Consideration to Submit a Ballot Argument Related to the Ballot Measure to Ban Marijuana Business Activity in the City and Provide Related Impartial Information to the CommunityPage 2 of 2

Pursuant to the California Elections Code Section 9287:

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

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

BUDGET IMPACT:

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

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

CONCLUSION:

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

ATTACHMENTS:

None

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Vice Mayor Sylvia Ballin and Councilmembers

From: Mayor Joel Fajardo

Date: December 2, 2019

Subject: Update from San Fernando Flavored Tobacco Working Group

RECOMMENDATION:

I have placed this on the agenda for City Council discussion and consideration.

BUDGET IMPACT:

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

ATTACHMENT:

A. USC Keck Report on Tobacco Retailers

Independent Tobacco Retailers in Racial/Ethnic Minority Communities in Los Angeles County

Yaneth L. Rodriguez, MPH
Lourdes Baezconde-Garbanati, PhD

Tobacco Center for Regulatory Sciences in Vulnerable Populations
Department of Preventive Medicine, University of Southern California

Santa Ana Healthy Retail Team Meeting
Orange County Tobacco Use Prevention Program
September, 18, 2019
Santa Ana, Ca.

ATTACHMENT "A"

This Presentation

- Overview of the FDA Tobacco Control Act
- Overview of Project 2 – Tobacco Retail Study
- Key Study Findings:
 - Retailer Demographics
 - Business Main Source of Revenue
 - Best ways to Communicate with Retailers

Tobacco Control (Regulation)

- Many communities at the local and state level have established tobacco rules to restrict the access and marketing of tobacco to youth.



FDA Family Smoking Prevention and Tobacco Control Act

June 22, 2009



Gives FDA:

- Authority to regulate the manufacture, distribution, and marketing of tobacco products
- Enforcement authority
- Funding from tobacco industry to support activities

FDA rules that apply to retailers (before pre-deeming rule):

- Required to check photo ID of everyone under age 27 who attempts to purchase any tobacco product.
- Retailers can only sell tobacco products to customers age 18 or older (or 21 depending on the state, for example California).
- Retailer are NOT allowed to:
 - sell tobacco products in a vending machine unless in an adult-only facility.
 - give away free samples of newly-regulated tobacco products to consumers, including any of their components or parts.
 - sell cigarette packages containing fewer than 20 cigarettes, including single cigarettes, known as “loosies.”
 - break open packages of cigarettes, cigarette tobacco, or roll-your-own tobacco to sell products in smaller amounts.
 - smokeless tobacco packages to sell products in smaller amounts.



Tobacco Centers of Regulatory Science

Federal Government Invests in Tobacco Regulatory Science Research

The U.S. Food and Drug Administration and the National Institutes of Health is awarding as much as \$273 million over the next five years to 14 Tobacco Centers of Regulatory Science (TCORS) across the country.



Focus of USC TCORS

To evaluate emerging influences on tobacco use, cessation and regulation among **vulnerable populations.**



Retailers in Diverse Communities

- Retailers who are licensed to sell tobacco products in diverse communities are challenged at the point of sale
- Tobacco rules are not always communicated to these retailers in culturally and language specific ways
- Yet retailers are expected to follow the rules

Project 2 Study Purpose

To learn about ways we can help retailers in diverse communities accept and follow current and future FDA rules, by learning about who they are, their knowledge, behaviors, attitudes, and their communication and language preferences.

Communities include:

- African Americans
- American Indians
- Korean Americans
- Hispanics/Latinos
- Non-Hispanic White



TCORS Project 2 – Researchers & Staff



Baezconde-Garbanati, Huh, Soto, Cruz, Sussman, Murphy,
Unger, Chou, Blackman, Cockburn, Rohrbach, Barahona,
Bluthenthal, Rhagab, Castro, Garcia, Rodriguez, Dominguez Gonzalez



Project 2 Study Design

| Vulnerable Community | Sub Study 1 Focus Groups (Wave 1) | Pilot In-Person Retailer Interview | Pilot Retailer Store Observations | Sub Study 2 In-Person Retailer Interview | Sub Study 3 Retailer Store Observations | Sub Study 1 Focus Groups (Wave 2) |
|-----------------------------|--|---|--|---|--|--|
| African American | 2 groups (N=16-24) | N= 8 | N= 9* | N= 200** | N= 200 | 2 groups (N=16-24) |
| Hispanic/ Latino | 2 groups (N=16-24) | N= 8 | N= 8 | N= 200** | N= 200 | 2 groups (N=16-24) |
| Korean American | 2 groups (N=16-24) | N= 8 | N= 8 | N= 100 | N= 100 | 2 groups (N=16-24) |
| American Indian | 2 groups (N=16-24) | N= 4 | N= 4 | N= 100 | N= 100 | 2 groups (N=16-24) |
| Non-Hispanic White | 2 groups (N=16-24) | N= 8 | N= 8 | N= 200** | N= 200 | 2 groups (N=16-24) |
| Total | 10 groups (n=64-96) | N= 36 | N= 37 | N= 800 | N= 800 | 10 groups (n=64-96) |

Los Angeles County Map by Race and Ethnicity

Plurality group's population % per Census block:

White

- 27% - 33.3%
- 33.4% - 50%
- 50.1% - 70%
- 70.1% - 90%
- 90.1% - 100%

Hispanic/Latino

- 27% - 33.3%
- 33.4% - 50%
- 50.1% - 70%
- 70.1% - 90%
- 90.1% - 100%

Black

- 27% - 33.3%
- 33.4% - 50%
- 50.1% - 70%
- 70.1% - 90%
- 90.1% - 100%

Asian

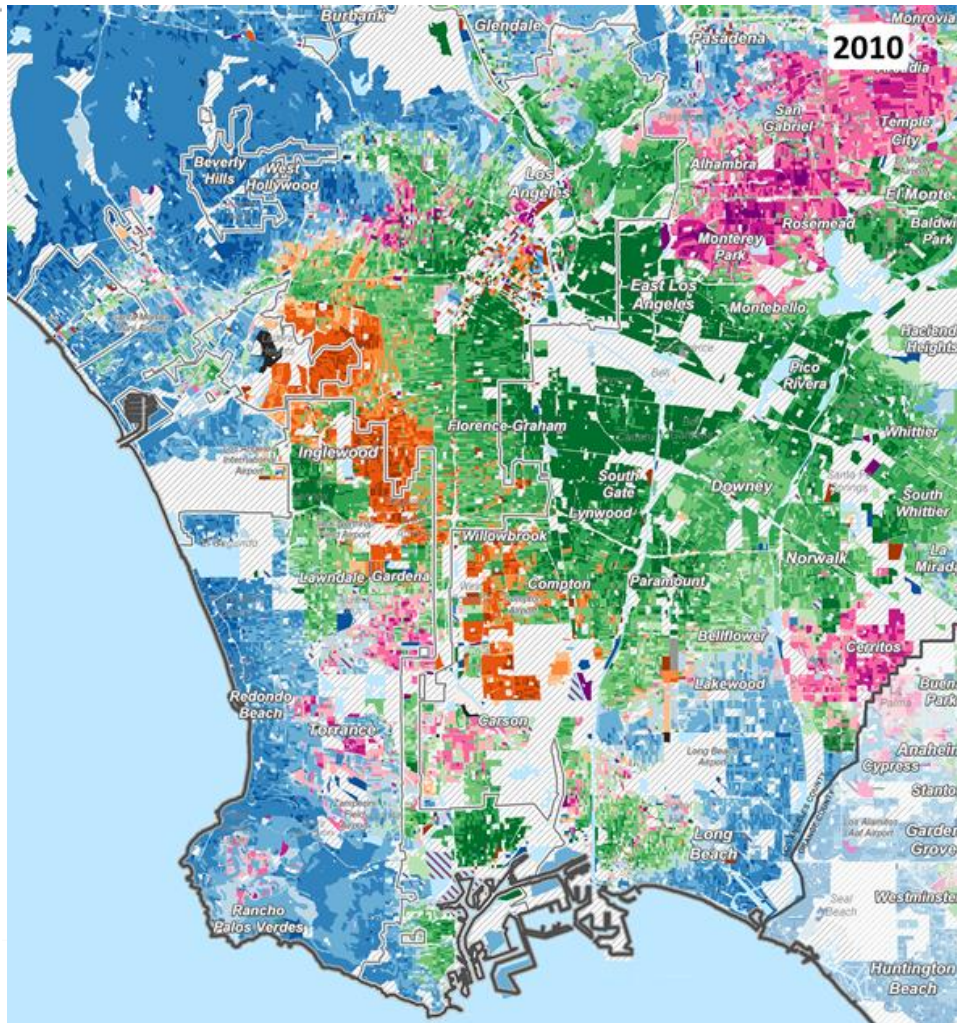
- 23.4% - 33.3%
- 33.4% - 50%
- 50.1% - 70%
- 70.1% - 85%
- 85.1% - 100%

"Other" category

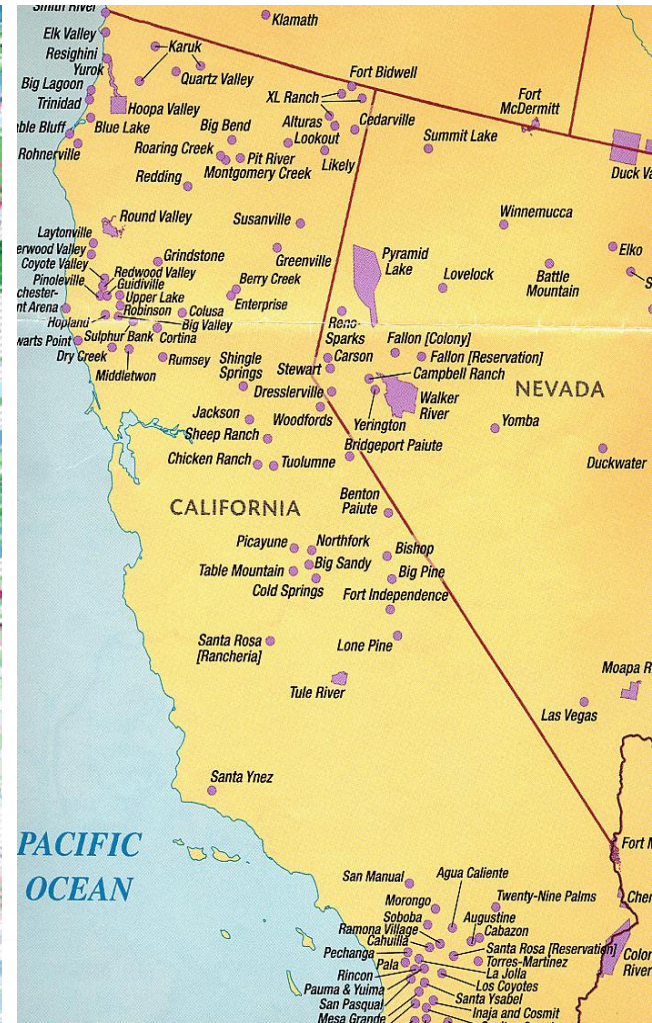
- 25% - 33.3%
- 33.4% - 50%
- 50.1% - 70%
- 70.1% - 85%
- 85.1% - 100%

Tie (no plurality)

Open space / airport / no population

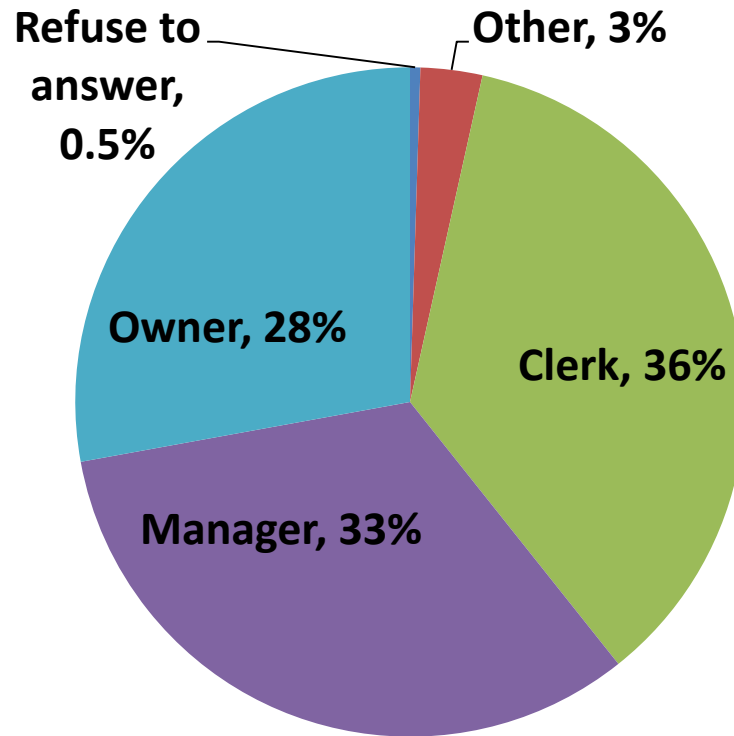


Tribal Lands and Rancherias in California



Retailers' Position at Store

n=800



Retailer Ethnicity by Community

| | African American Community (n=198) | Hispanic/Latino Community (n=199) | Korean American Community (n=100) | Non-Hispanic White Community (n=198) | American Indian Community (n=98) | Total N = 793 |
|--------------------|------------------------------------|-----------------------------------|-----------------------------------|--------------------------------------|----------------------------------|------------------|
| Hispanic/Latino | 87 (44%) | 130 (65%) | 30 (30%) | 37 (19%) | 18 (18%) | 302 (38%) |
| Asian | 39 (20%) | 38 (19%) | 36 (36%) | 23 (12%) | 2 (2%) | 138 (17%) |
| South Asian | 12 (6%) | 12 (6%) | 17 (17%) | 24 (12%) | 11 (11%) | 76 (10%) |
| American Indian | - | 1 (0.5%) | - | 2 (1%) | 19 (19%) | 22 (3%) |
| African American | 42 (21%) | 2 (1%) | 5 (5%) | 6 (3%) | 1 (1%) | 56 (7%) |
| Non-Hispanic White | 16 (8%) | 14 (7%) | 11 (11%) | 99 (50%) | 44 (45%) | 184 (23%) |
| Other | 2 (1%) | 2 (1%) | 1 (1%) | 7 (4%) | 3 (3%) | 15 (2%) |

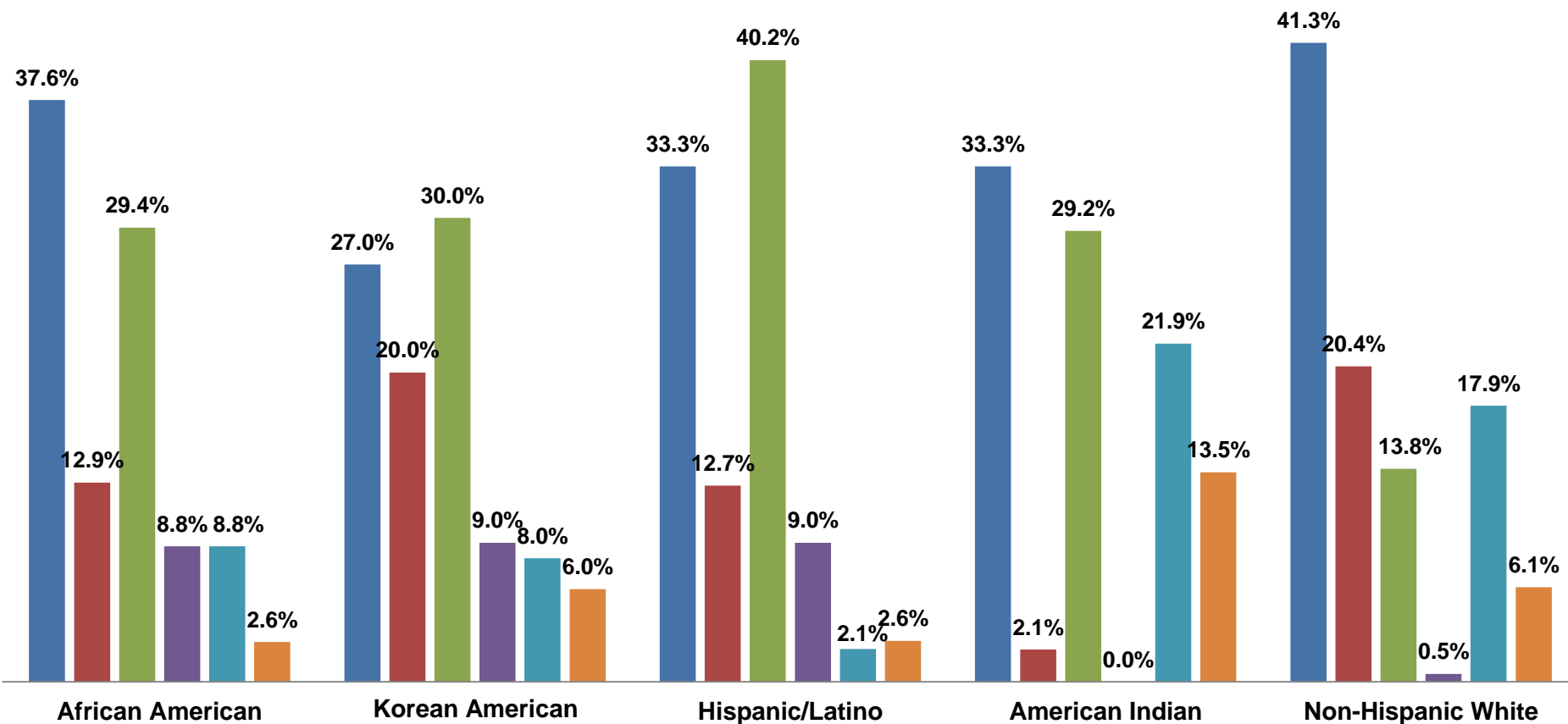


Participant Demographics and English Literacy

| | African American Community (n=200) | Hispanic/ Latino Community (n=200) | Korean American Community (n=100) | Non- Hispanic White Community (n=200) | American Indian Community (n=100) | Total N = 800 |
|---|---|---|--|---|--|----------------------|
| Gender (Male) | 122 (61%) | 107 (54%) | 66 (66%) | 151 (76%) | 52 (52%) | 498 (62%) |
| Born In U.S. | 54 (27%) | 39 (20%) | 9 (9%) | 50 (25%) | 64 (64%) | 216 (27%) |
| HS or Higher | 166 (83%) | 142 (71%) | 87 (87%) | 178 (89%) | 94 (94%) | 667 (83%) |
| English at Home | 86 (43%) | 58 (29%) | 40 (40%) | 127 (64%) | 89 (89%) | 400 (50%) |
| English Reading Ability: Good to Excellent | 130 (65%) | 99 (50%) | 60 (60%) | 174 (88%) | 96 (96%) | 559 (70%) |
| Fill out Forms in English: Extremely Well | 107 (54%) | 61 (31%) | 36 (36%) | 112 (56%) | 80 (80%) | 396 (50%) |

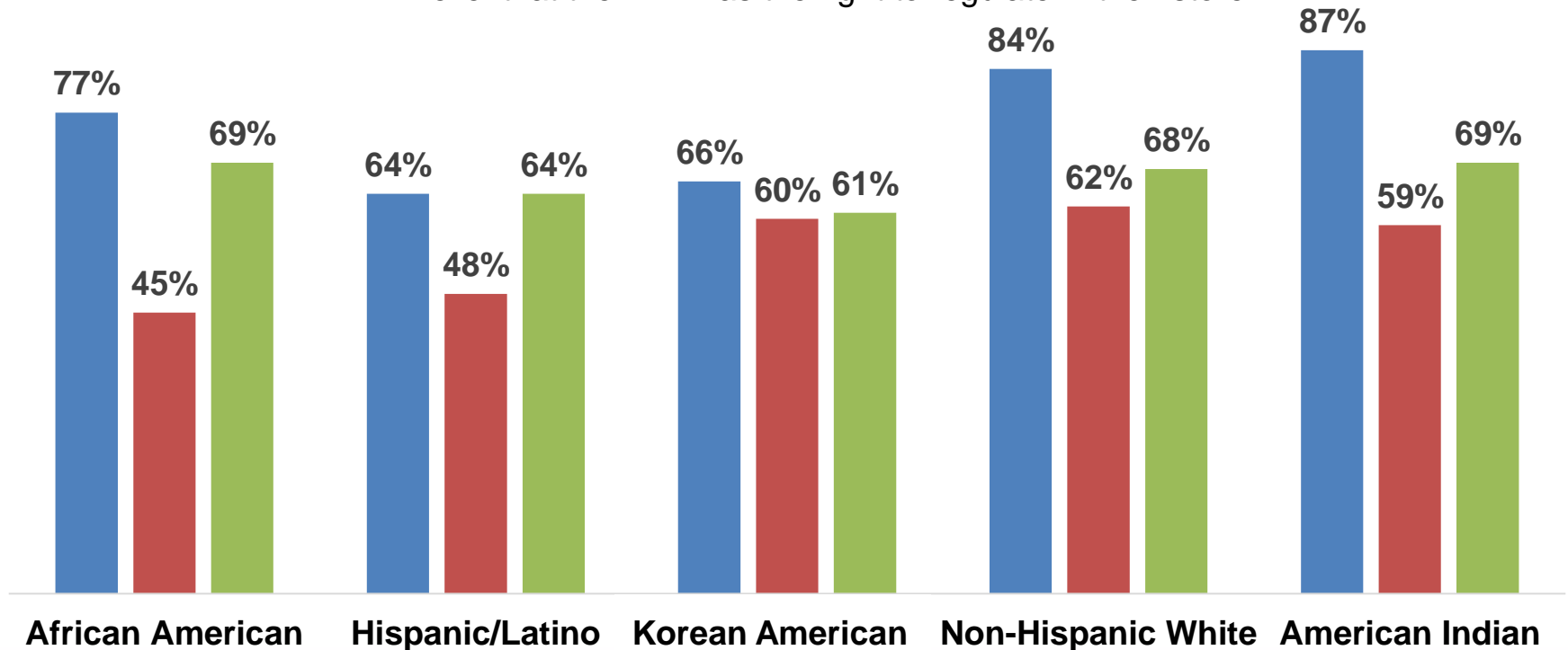
Type of Store

■ Convenience Store ■ Liquor Store ■ Grocery Store ■ Discount Store ■ Tobacco Shop ■ Other



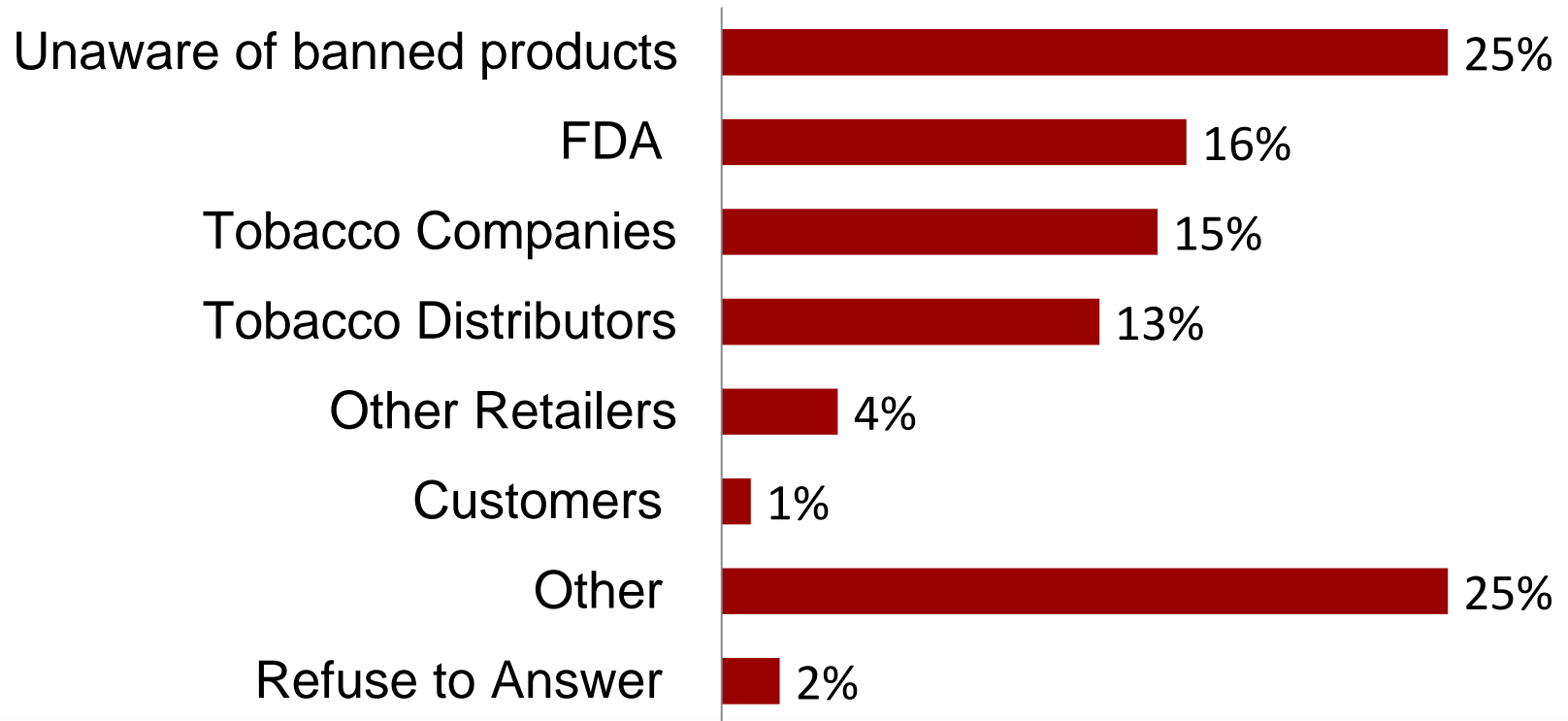
Retailer Awareness, Knowledge, and Belief of the FDA

- Aware of the FDA
- Knowledge that the FDA regulates tobacco products
- Belief that the FDA has the right to regulate in their store



How do retailers find out about tobacco products that the FDA has asked to remove from stores?

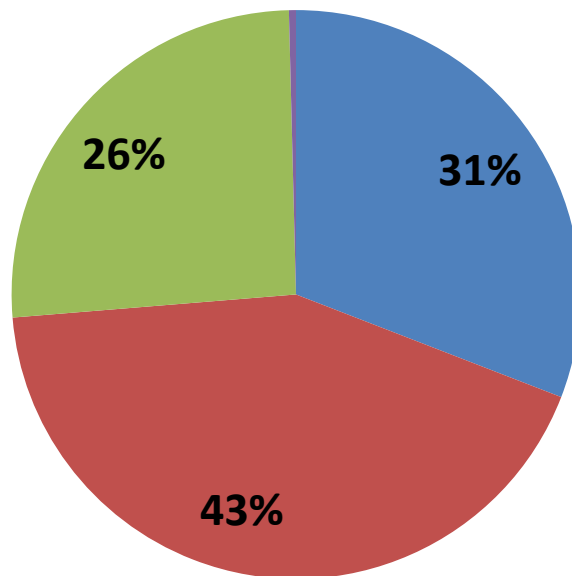
n=800



During the past year, has the retailer received any information directly from FDA regarding tobacco regulation?

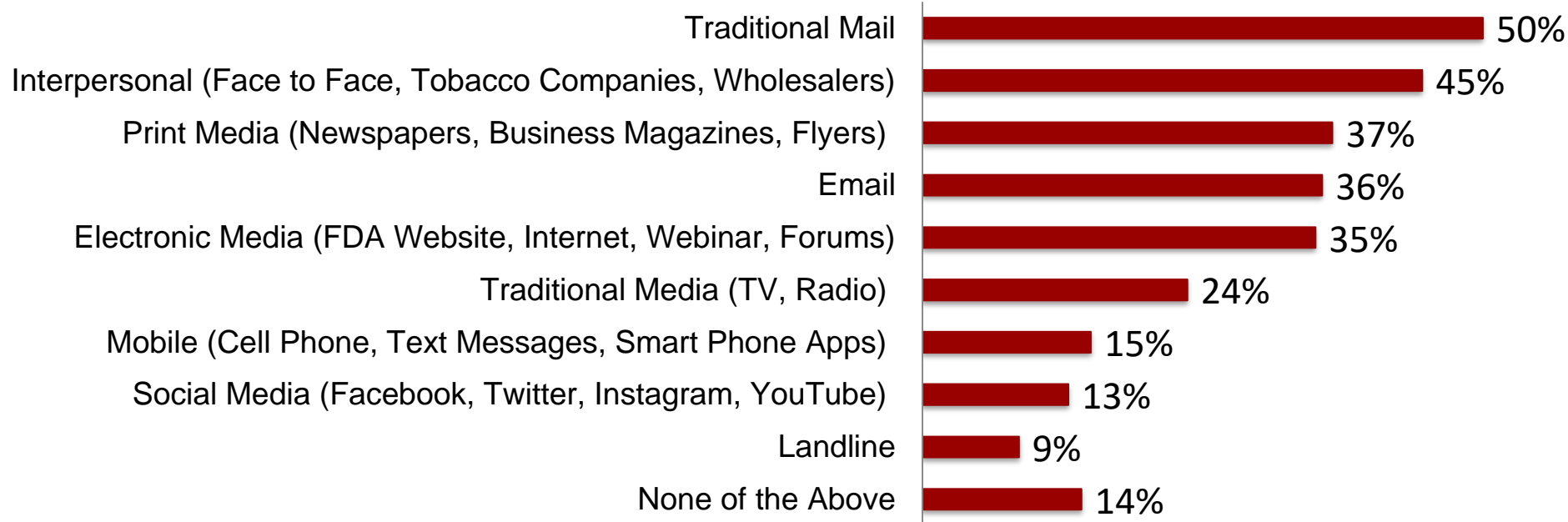
n = 800

■ Yes ■ No ■ Don't Know ■ Refuse to Answer



In the future, how would the retailer like to get tobacco regulation information from these communication methods?

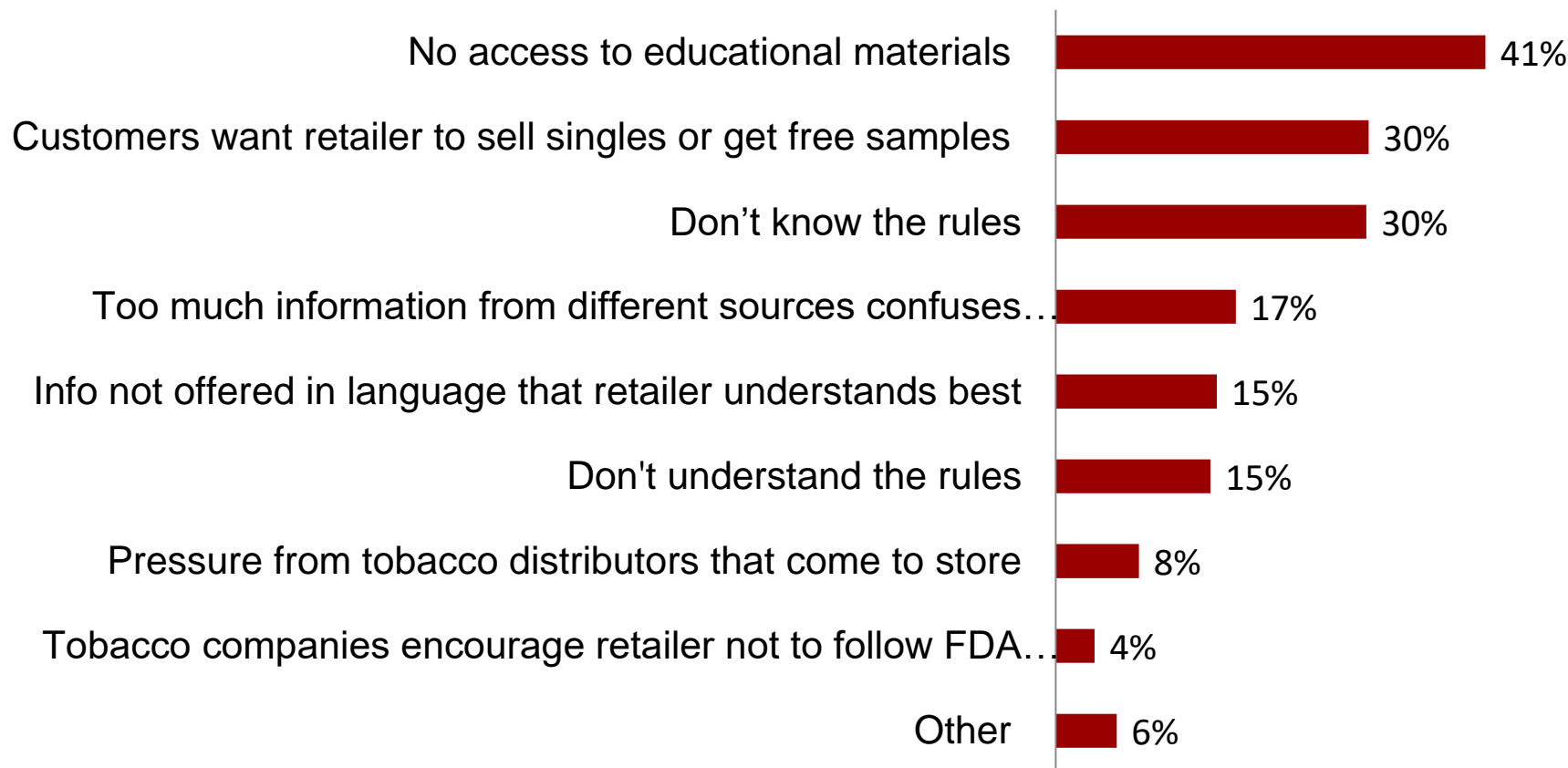
Type of Communication Method
(Check all that apply)
N=800



Perceived Barriers to Compliance with FDA Tobacco Regulation

(Check all that apply)

n=380*



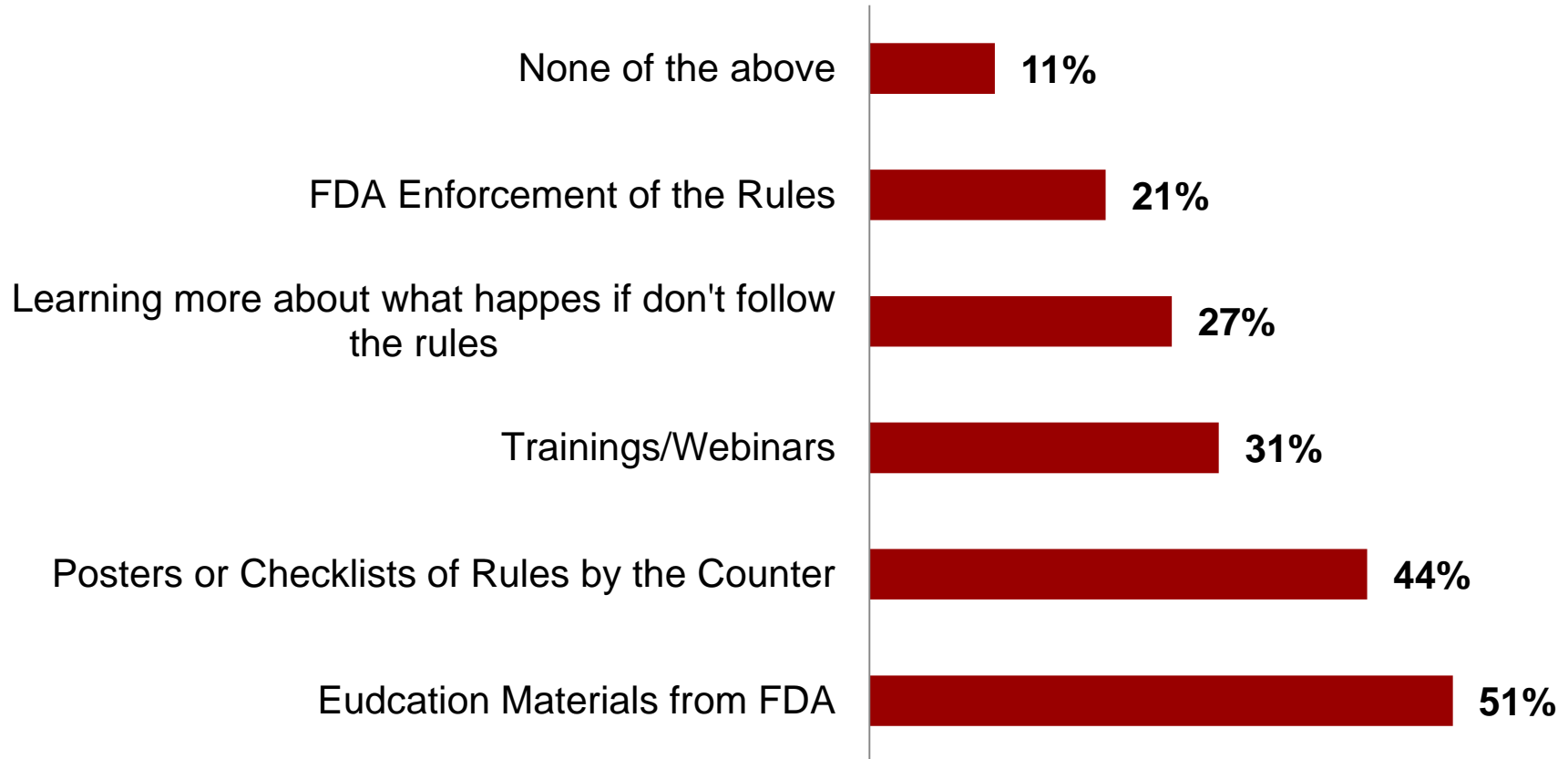
Retailers' Opinion on What Would Help Them Follow FDA Rules

10/02/19

CC Meeting Agenda

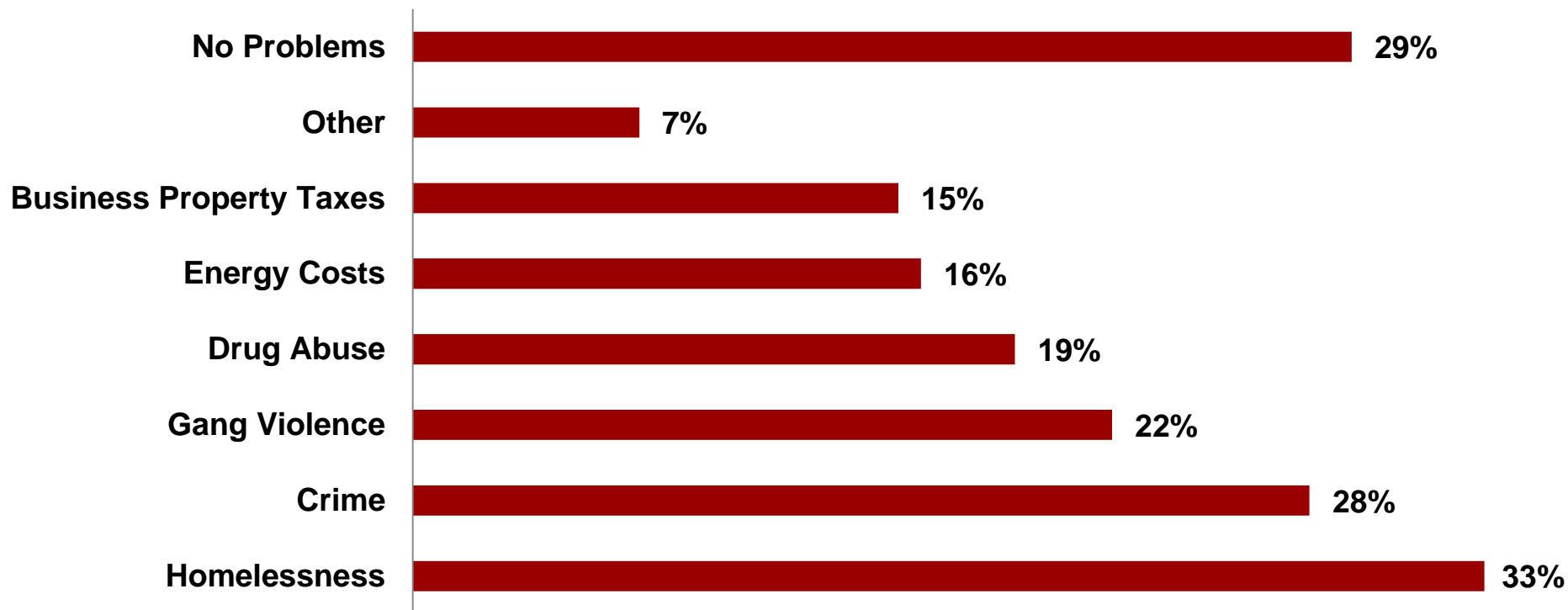
Page 267 of 290

(Check all that apply)
n=800



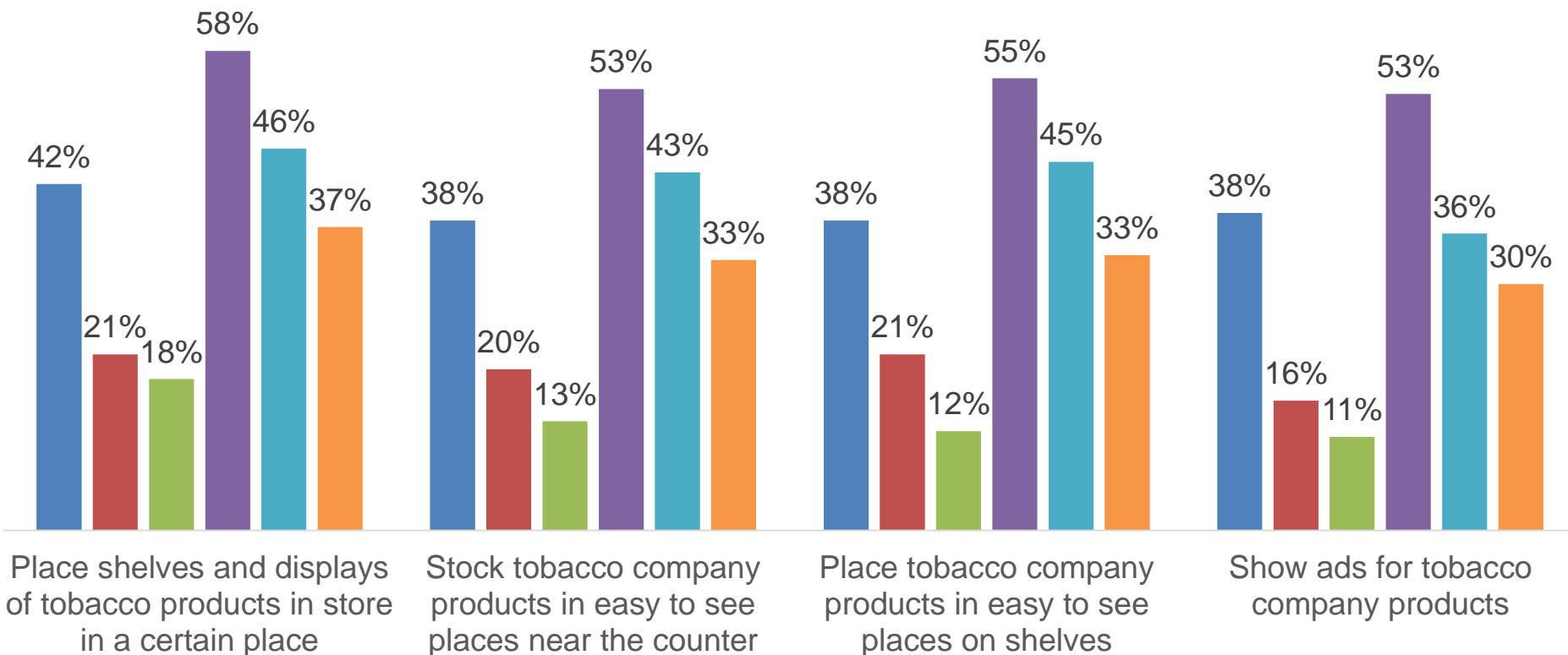
Issues Impacting Retailers' Business

(Check all that apply)
n=800



Are you required by a tobacco company to do any of the following...?

■ African American ■ Korean American ■ Hispanic/Latino ■ American Indian ■ Non-Hispanic White ■ Total

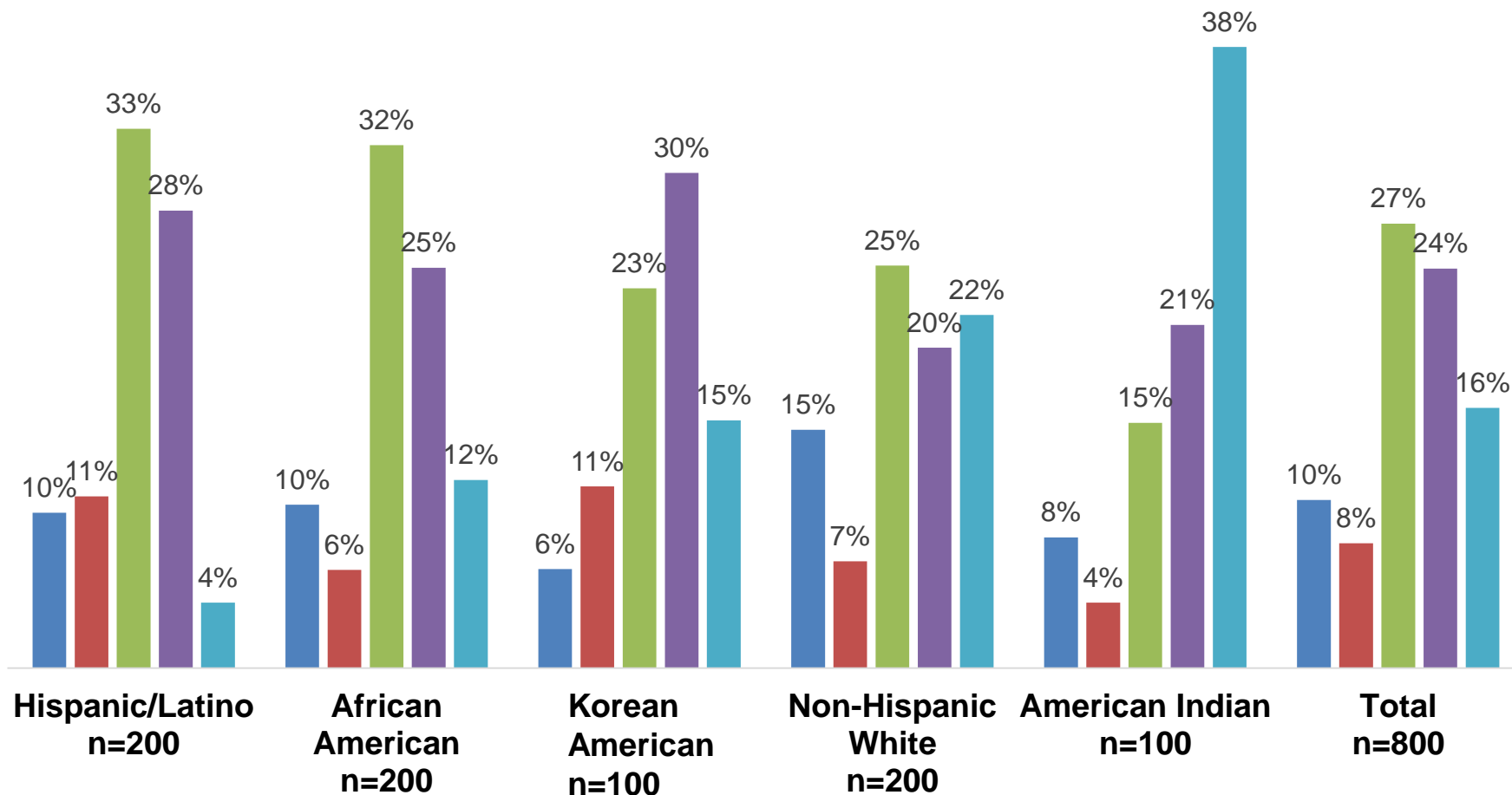


What effect do tobacco products have on the retailer's business revenue?

| | Makes a lot of money | Makes a little money | Doesn't make or lose | Loses a little money | Loses a lot of money | Don't know | Don't sell | Missing |
|----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------|------------|---------|
| Cigarettes | 16% | 50% | 23% | 5% | 1% | 3% | 2% | |
| Cigarillos | 16% | 46% | 15% | 4% | 1% | 2% | 16% | |
| E-cigarettes | 5% | 17% | 12% | 4% | 2% | 1% | 57% | 3% |
| Vape pens/ vaporizers | 5% | 10% | 7% | 3% | 1% | 1% | 73% | 1% |
| Hookah | 3% | 5% | 4% | 1% | 0.5% | 1% | 85% | 1% |
| E-Hookah | 2% | 5% | 4% | 1% | 0.5% | 2% | 83% | 3% |
| Smokeless Tobacco | 6% | 18% | 8% | 2% | 1% | 2% | 62% | 1% |

Retailers' Main Source of Revenue

■ Gasoline ■ Non-alcoholic beverages ■ Food ■ Alcohol ■ Tobacco



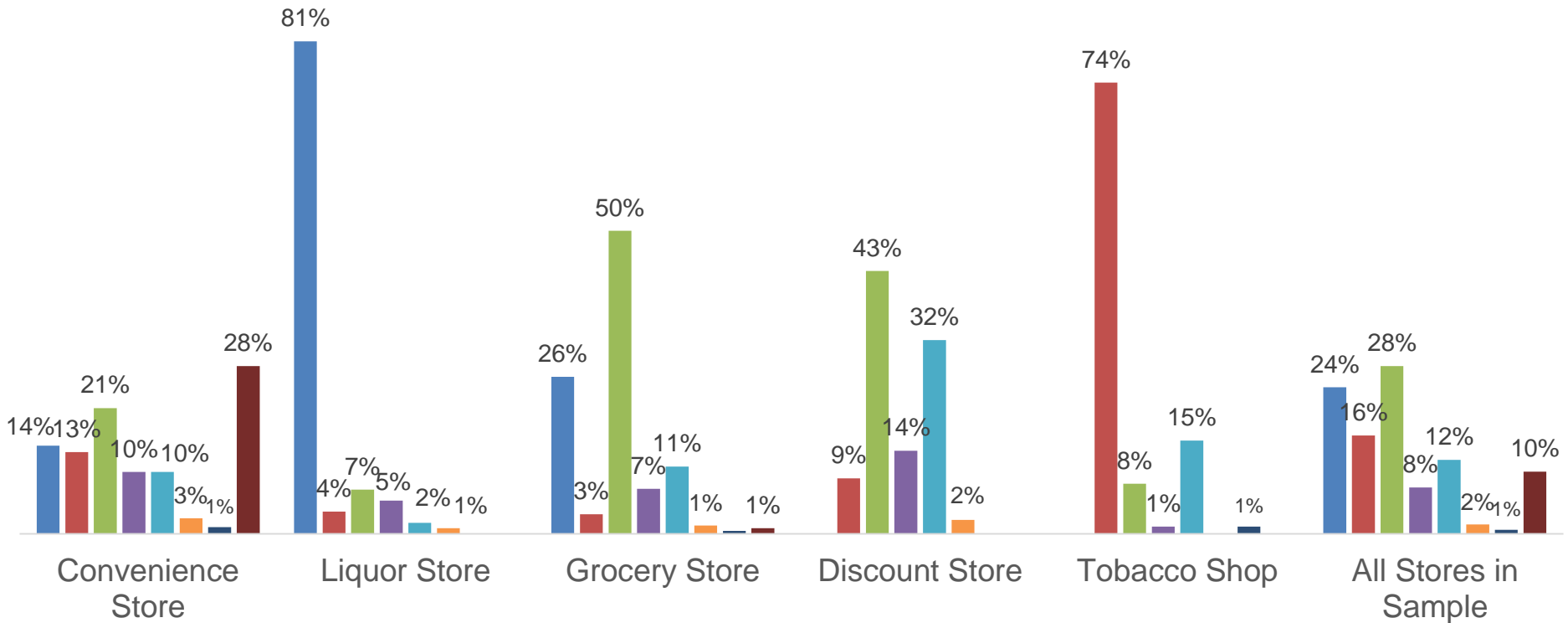
Business' Main Source of Revenue by Store Type

12/02/19

CC Meeting Agenda

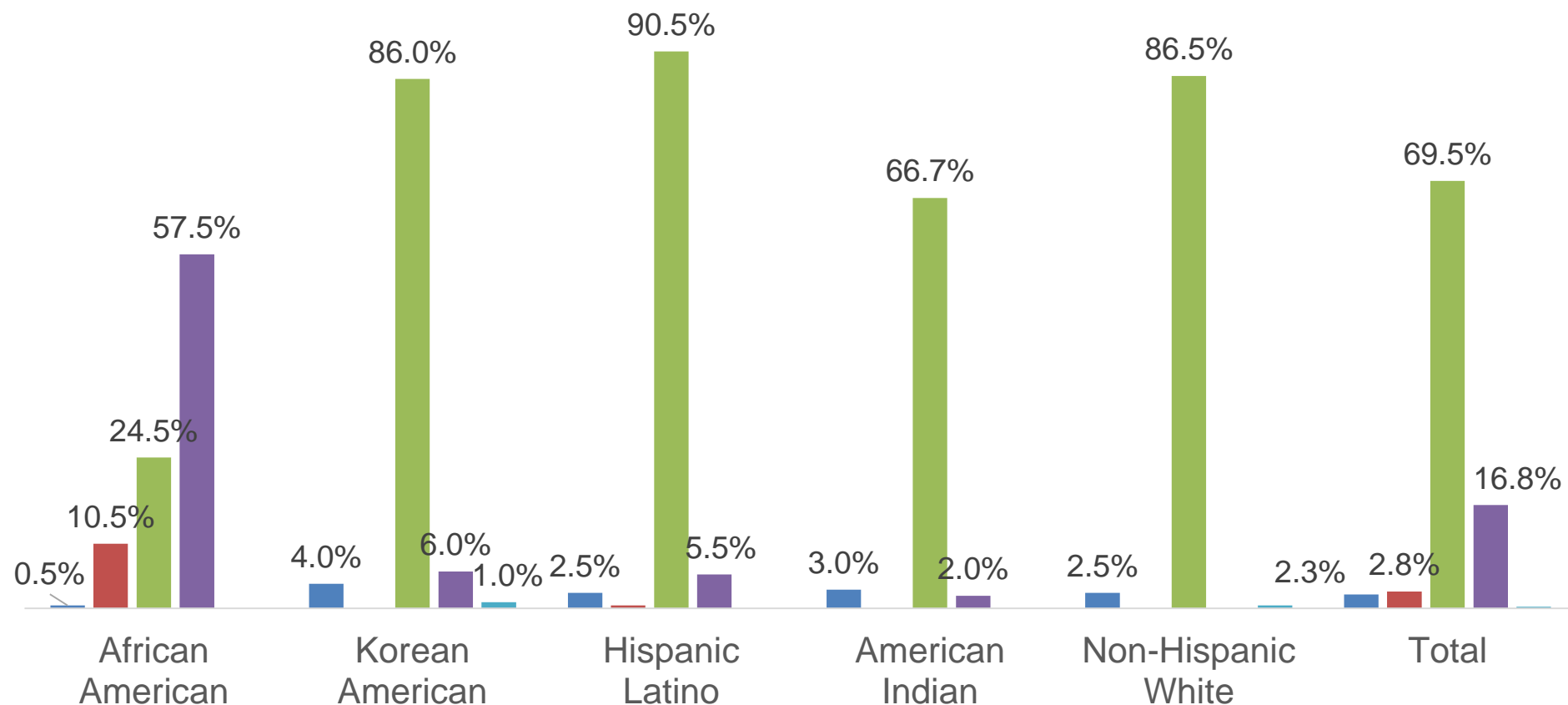
Page 272 of 290

■ Alcohol
■ Tobacco
■ Food
■ Non-alcoholic beverages
■ Other (please specify)
■ Don't know
■ Refuse to answer
■ Gasoline



What is the most common tobacco brand sold in this store?

■ Camel ■ Kool ■ Marlboro ■ Newport ■ Parliament



Tobacco Products Sold by Community

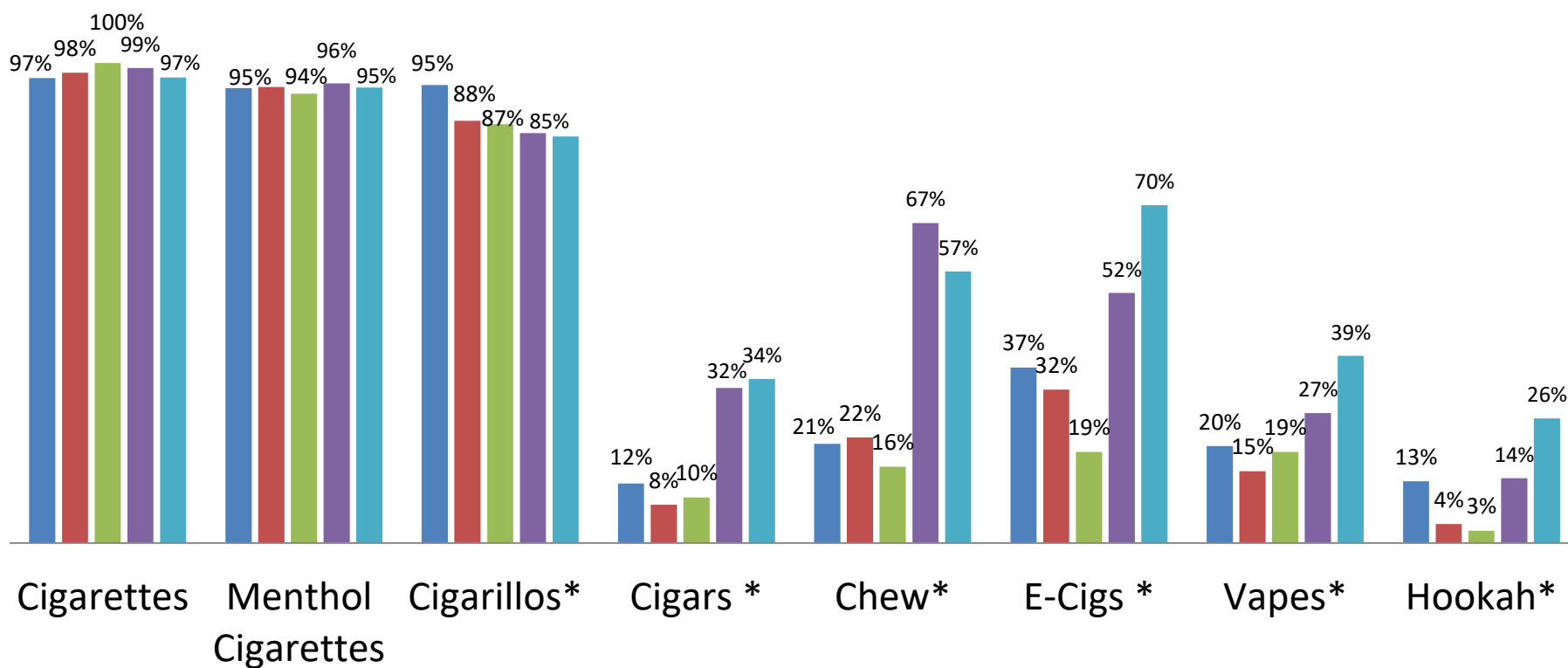
■ African American, n=194

■ Korean American, n=100

■ Hispanic/Latino, n=189

■ American Indian, n=96

■ Non-Hispanic White, n=196



Presence of Exterior Advertisements by Community

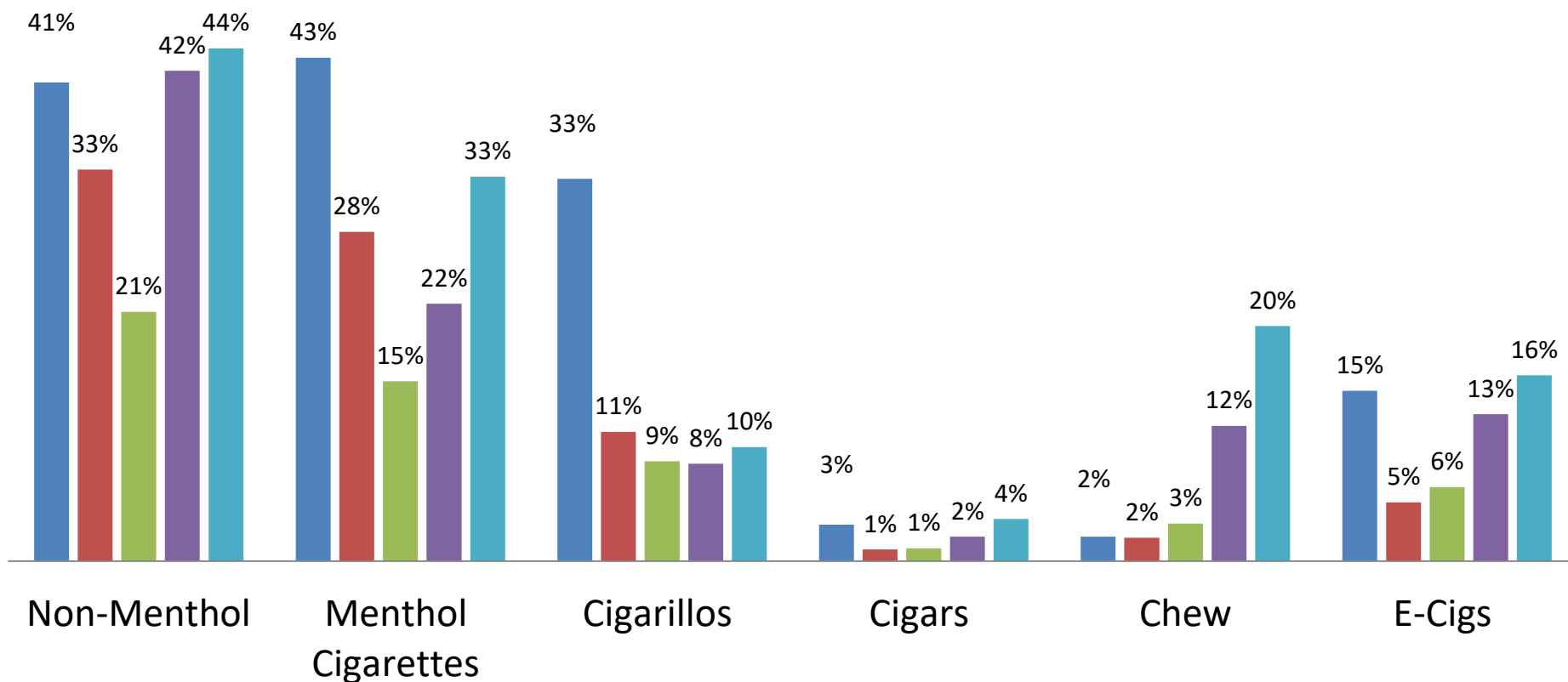
■ African American, n=194

■ Korean American, n=100

■ Hispanic/Latino, n=189

■ American Indian, n=96

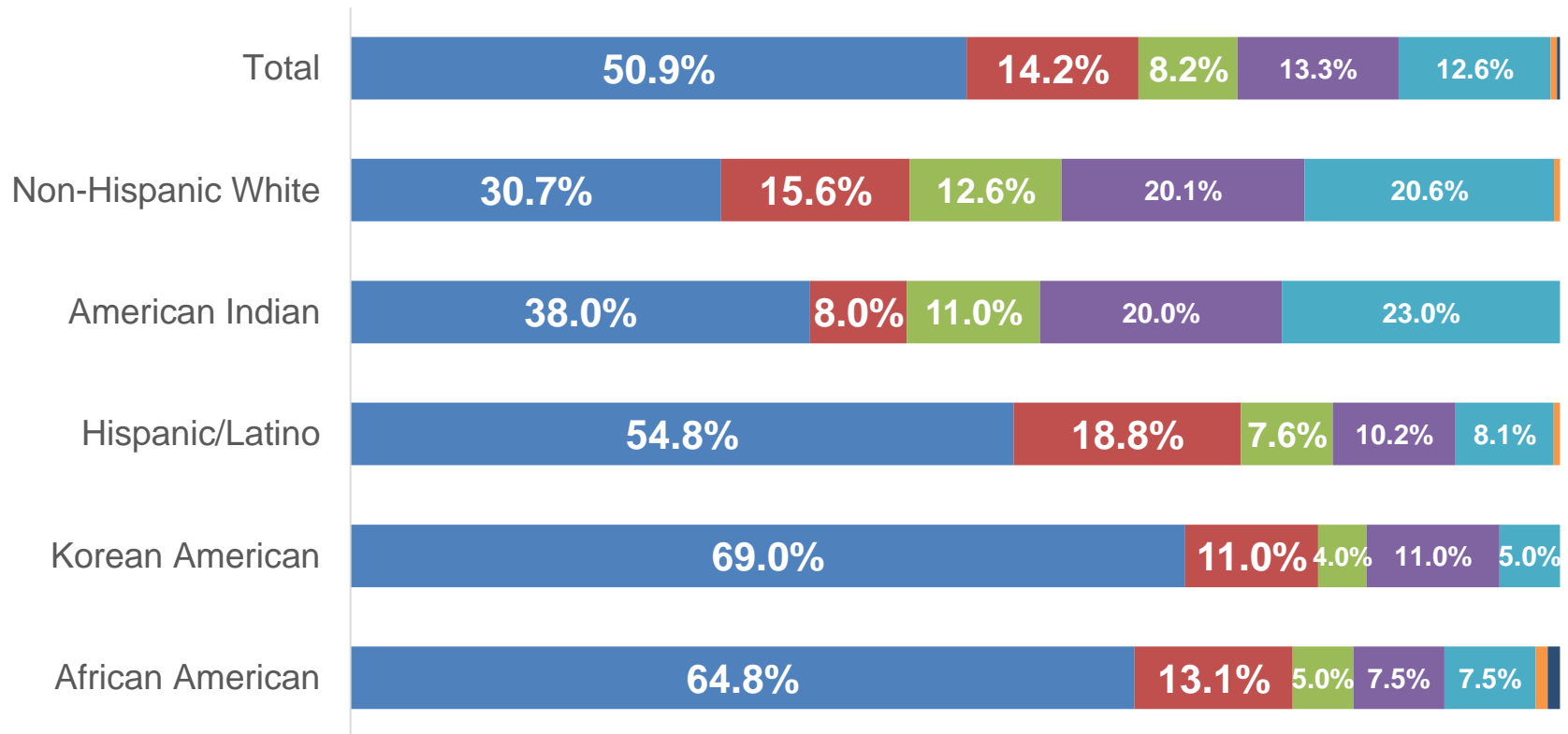
■ Non-Hispanic White, n=196



Would you be in favor of passing a state law that restricts adding flavors to e-cigarettes and other vaping products to reduce their appeal to young people?

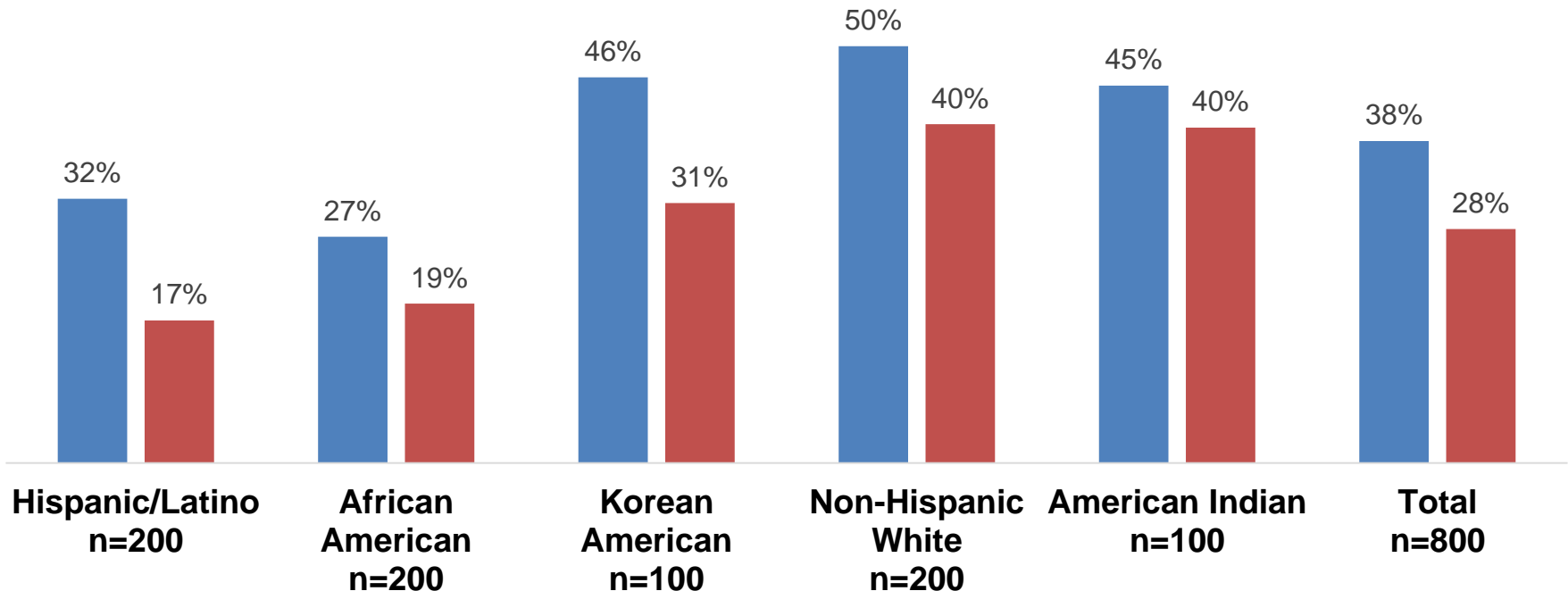
2/8/19 CC Meeting Agenda Page 276 of 299

■ Favor strongly ■ Favor somewhat ■ Oppose somewhat ■ Oppose strongly
■ Don't know/No opinion ■ Refuse to answer ■ Missing



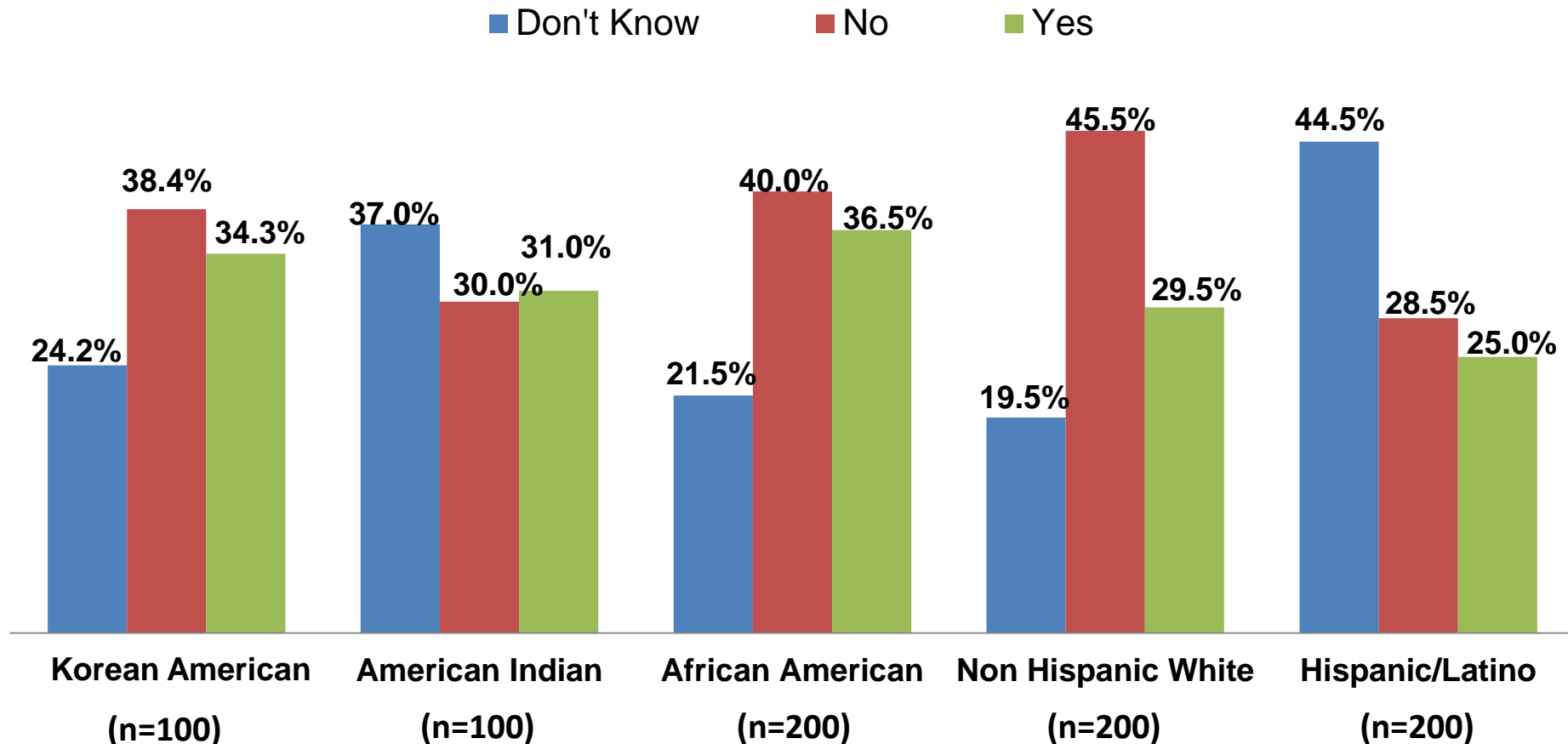
Customers Request for Retailer to Sell E-Cig or Vape Products

- Have your customers asked you to sell e-cigarettes or additional types of e-cigarettes?
- Have your customers asked you to sell vape pens/vaporizer products or additional types of vapes/vaporizer products?



Would Retailer Participate In a Tobacco Education Program for Consumers?

n = 800



Seeking Health Equity in Vulnerable Populations

- Avoidable tobacco related disparities exists in vulnerable populations in part due to disproportionate marketing and promotion of tobacco products at the point of sale.
- Retailers who are licensed to sell tobacco products in vulnerable communities are particularly challenged.
- Tobacco regulatory messages are not always communicated to retailers in culturally and language specific ways.
- Given the number of foreign born and English competency messages in different languages are needed. May help improve compliance.
- The needs among retailers may vary based on income, education, ability to speak English.
- Improving barriers to compliance will go a long way in reducing disparities in vulnerable communities.



Implications

- Findings from this study can inform the FDA and other local jurisdictions regarding regulations at the point of sale.
- Many retailers reported they would support a flavor ban.
- Very few retailers stated they make substantial profits from selling tobacco products.
- Findings suggests recommendations for development and distribution of culturally and in-language educational materials for retailers.

Lessons Learned from Collecting Data among Retailers that Sell Tobacco in Diverse Communities

- Having a multicultural team to work in vulnerable communities is important in all aspects of the data collection process (from translations to approaching retailers)
- Community Health Workers provided useful insights about community surroundings, have the pulse of what is happening, and know the retail environment in their communities
- Sometimes surface-level similarities (such as age or ethnicity) can play a role in an initial meeting with a retailer
- Consider time of month and day when going out to collect data and stores' busiest hours
- Any future regulation on e-cigarettes needs to reach not just vape shops but also tobacco retailers.



Thank you!

For additional information please contact:

Yaneth L. Rodriguez

ylr@usc.edu

Lourdes Baezconde-Garbanati

Principle Investigator

baezcond@usc.edu

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Mary Mendoza

Date: December 2, 2019

Subject: Consideration to Discuss the United States Supreme Court Case: Department of Homeland Security v. Regents of the University of California Regarding the Department of Homeland Security's Decision to End the Deferred Action for Childhood Arrivals (DACA) Policy

RECOMMENDATION:

I have placed this on the agenda for discussion and recommend that the City Council provide direction to staff to prepare a letter to the United States Supreme Court in support of the Regents of the University of California's argument that the Department of Homeland Security's decision to end the Deferred Action for Childhood Arrivals (DACA) policy is unlawful.

BUDGET IMPACT:

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

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Elena G. Chávez, City Clerk

Date: December 2, 2019

Subject: Reorganization of the City Council – Selection of Mayor and Vice Mayor

RECOMMENDATION:

It is recommended that the City Council proceed with their annual reorganization for the selection of Mayor and Vice Mayor and follow the procedure (Attachment “A”) per the City Council Procedural Manual.

BACKGROUND:

In accordance with Section 11.1 of the City Council Procedural Manual, the City Council shall meet annually to choose one of its members as Mayor and another of its members as Vice Mayor. In those years in which a general municipal election is not held, the City Council shall choose a Mayor and Vice Mayor at a regular meeting in December.

Any member of the City Council may make nominations for the office of Mayor and Vice Mayor. The City Clerk will conduct a roll call vote and each Councilmember will announce their vote for Mayor and Vice Mayor until each is elected by three or more affirmative votes.

The terms of office of the Mayor of the City Council and Vice Mayor shall be for one year, or until their successors have been chosen.

BUDGET IMPACT:

There is no budget impact associated with City Council reorganization.

ATTACHMENT:

A. Procedure for City Council Reorganization

**ATTACHMENT "A"****CITY COUNCIL REORGANIZATION**

San Fernando City Council Procedural Manual, Section 11. Reorganization

1. Election of Mayor:

- A. City Clerk opens the nominations for the position of Mayor
- B. Nomination(s) is/are made for Mayor, and seconded
- C. Hearing no objections, motion to close nominations
- D. City Clerk conducts a roll call vote and each Councilmember announces their vote for Mayor until a Mayor is elected by majority vote
- E. City Clerk announces the results

2. Election of Vice Mayor:

(City Clerk to follow steps a-e above)

3. Council Changes Seats as Follows:

- A. Vice Mayor takes his/her seat at the Mayor's right side

4. Resume City Council Meeting