

**REQUEST FOR PROPOSALS  
FOR  
OFFICIAL POLICE TOW SERVICES**

**City of Glendale  
Police Department**

Issuance Date:  
October 23, 2015

**CITY OF GLENDALE  
POLICE DEPARTMENT**

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**1. SCHEDULE**

- 1.1 Below is the anticipated schedule for selecting a Proposer and awarding a contract:

<b><u>Proposal Phase</u></b>	<b><u>Date</u></b>
City advertises Request for Proposals	October 23, 2015
City issues Request for Proposals	October 23, 2015
Deadline for submitting written questions, requests for clarification, or letter of objection	November 13, 2015
Pre-proposal meeting	November 19, 2015
Deadline for submitting Proposal	November 30, 2015
Opening of Proposals	December 1, 2015
Site inspections	January 11 - 15, 2016
Oral interviews	January 26 – 28, 2016
Staff report containing recommendation to the Chief of Police	February 16, 2016
Chief of Police's report containing recommendation to City Manager	February 29, 2016
City Council selects successful Proposer(s)	March 15, 2016
Police Department mails Notice of Intent to Award OPTS Contract	March 16, 2016
Deadline for delivering to City signed contract and insurance	March 30, 2016

- 1.2 A representative from the City of Glendale’s Police Department will hold a pre-proposal meeting on November 19, 2015, 10:00 a.m. - 12:00 noon, at:

Glendale Police Department  
Community Room  
131 North Isabel Street  
Glendale, CA 91206

- 1.3 The pre-proposal meeting’s purpose is to answer prospective Proposer’s questions and to provide any additional information about the scope of the work, the Request for Proposals, and the Contract. The Police Department encourages all towing firms interested in submitting a Proposal to attend this meeting.
- 1.4 All questions and answers will be documented and later mailed, at the earliest possible date, to all Proposers attending the conference and any other known, prospective Proposers. Questions that cannot be answered during the conference will be included in the mailing.

## 2. INTRODUCTION

- 2.1 On behalf of its Police Department, the City of Glendale (“the City”) is inviting written Proposals from qualified, private contractors, who have a minimum of three (3) years of actual operating experience as municipal tow providers, to furnish “non-consensual”<sup>1</sup> vehicle towing and storage operations as Official Police Tow Services (“OPTS”).
- 2.2 The City of Glendale requires well-managed and financially sound firms with demonstrated experience and technical ability; qualified and trained personnel; secure and well-maintained facilities; updated and reliable equipment; and high levels of customer service and satisfaction to fulfill the requirements outlined in this Request for Proposals (“RFP”).
- 2.3 The City is seeking three (3) firms to operate independently within three (3) areas of the City. These areas, or “Districts,” which are depicted in the map entitled, “District Map of the Official Police Tow Services of the City of Glendale” (page 5 of this RFP), have the following boundaries:

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<sup>1</sup> “Non-consensual” towing and storing operations are those:

- (A) Ordered or requested by the City’s Police Department, or other City employees who are duly authorized by law to remove, impound, or store vehicles; or
- (B) Done without the vehicle owner’s or driver’s knowledge, consent, or authorization, regardless of whether the vehicle is on public or private property. Examples include, but are not limited to, when an owner or driver:
  - (1) Is arrested, detained, incapacitated, or physically unable to drive the vehicle; or
  - (2) Fails to either designate or express a preference for a particular towing company.

**DISTRICT 1**

All of the area consisting of:

Northerly boundary:

Verdugo Motorway (fire road); to

Southerly boundary:

The city limit bordering the city of Los Angeles; to

Easterly boundary:

The centerline of Brand Boulevard, and as if it were extended northerly to Verdugo Motorway; to

Westerly boundary:

The city limit bordering the city of Burbank.

**DISTRICT 2**

All of the area consisting of:

Northerly boundary:

The centerline of: Los Flores Motorway (fire road), Sunshine Drive, Colina Drive, and as if Colina Drive were extended easterly to the Verdugo Wash, and southerly along the Verdugo Wash to Mountain Avenue, and as if Mountain Avenue were extended easterly to the city limit bordering the city of Pasadena; to

Southerly boundary:

The city limit bordering the city of Los Angeles; to

Easterly boundary:

The city limit bordering the cities of Los Angeles and Pasadena; to

Westerly boundary:

The centerline of Brand Boulevard.

### **DISTRICT 3**

All of the area consisting of:

#### Northerly boundary:

The city limit at Deukmejian Wilderness Park, and the city limit bordering Angeles National Forest; to

#### Southerly boundary:

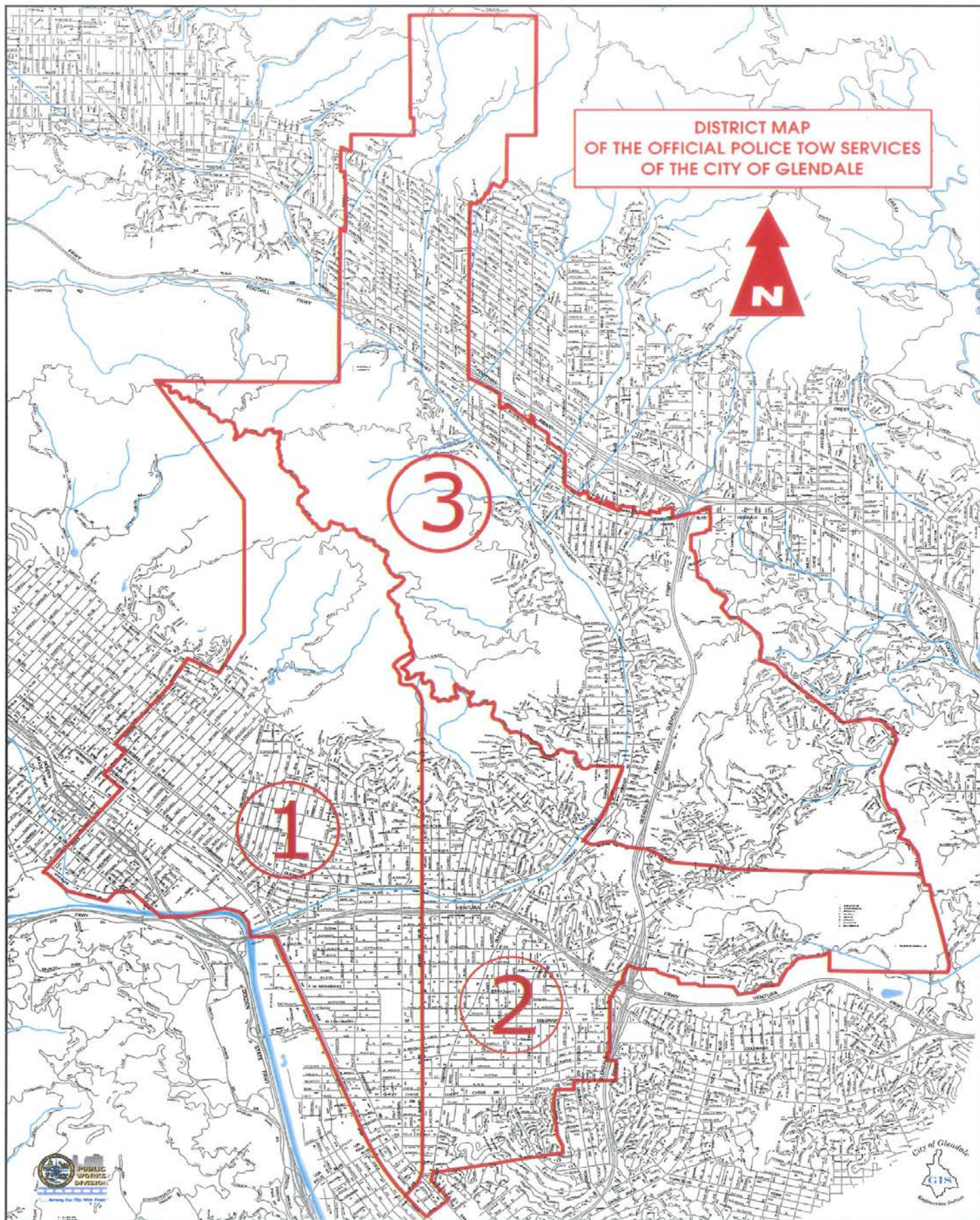
The centerline of: Verdugo Motorway (fire road) to Los Flores Motorway (fire road), Sunshine Drive, Colina Drive, and as if Colina Drive were extended easterly to the Verdugo Wash, and southerly along the Verdugo Wash to Mountain Avenue, and as if Mountain Avenue were extended easterly to the city limit bordering the city of Pasadena; to

#### Easterly boundary:

The city limit at Deukmejian Wilderness Park, and the city limit bordering: Angeles National Forest, unincorporated La Crescenta, the cities of La Cañada-Flintridge and Pasadena; to

#### Westerly boundary:

The city limit bordering the city of Los Angeles.





- 2.4 Because some Districts have unique characteristics or locations, a Proposer (also known as “OPTS Provider” in this RFP) should visit and examine the Districts before submitting a Proposal.
- 2.5 While the OPTS Provider provides its work, services, and operations (collectively, “services”) to the City, the City reserves the right to: enlarge, reduce, or otherwise change a District’s boundaries; or increase or decrease the number of Districts; or both.
- 2.6 Although a Proposer may submit a Proposal for more than one District, **THE CITY WILL AWARD ONLY ONE (1) TOWING DISTRICT TO ANY SUCCESSFUL PROPOSER.** A Proposer who submits a Proposal for more than one District must mark the appropriate boxes on page PF:1 of the attached “Proposal Forms” (PF:1 to PF:46).
- 2.7 **Although this RFP provides an overview of the scope of services and the OPTS Provider’s duties, the proposed “Vehicle Towing and Storage Agreement” (“the Contract”) describes in detail the full terms, conditions, requirements, specifications, and minimum performance standards for an OPTS Provider. The City has attached the proposed Contract as Exhibit “A” to this RFP. The City fully incorporates the Contract into this RFP and makes the Contract a part of the RFP. *Therefore, before submitting a Proposal, the Proposer must read the proposed Contract.* In addition, on page PF:1 of the accompanying Proposal Forms, a Proposer must certify that the Proposer has read, examined, and is fully familiar with not only the RFP, but also the Contract.**

### 3. BACKGROUND

- 3.1 The City of Glendale is located six miles northeast of downtown Los Angeles in the foothills of the San Gabriel Mountains. With a residential population of approximately 197,000, Glendale is the fourth largest city in Los Angeles County. Glendale prides itself on being a diverse community with many cultures, which contribute to the high quality of life and fiscal stability. Encompassing 30.6 square miles, Glendale’s diverse business community includes retail, service, financial institutions, and the rapidly expanding entertainment industry. Two large regional shopping malls and numerous high-rise office buildings as well as commercial-residential mixed use buildings highlight the downtown area.
- 3.2 Glendale has 368.5 miles of paved roadway and 67.2 miles of arterial highway. Four freeways traverse Glendale, two of which are interstate highways.
- 3.3 Glendale is a full service city of more than 1,500 employees with 14 major departments, including its own utilities and services (electric, water, sewer, and integrated waste collection), Police, and Fire Departments. The City has a City

Manager form of government, with five elected Council members, in addition to an elected City Clerk and elected City Treasurer. The Council appoints various boards and commissions.

#### **4. SCOPE OF SERVICES; GENERAL DUTIES**

##### **4.1 Towing and Storage**

- 4.1.1 The OPTS Provider's primary duty will be: responding, on a first priority basis, to requests for towing services initiated by the City's police officers and parking enforcement personnel. The OPTS Provider must also respond to towing requests from other City employees who are duly authorized to remove vehicles for storage, or investigation, or both.
- 4.1.2 Typical towing situations will include, but will not be limited to: removing illegally parked vehicles, towing inoperative vehicles as a result of traffic accidents and mechanical breakdowns, and impounding vehicles for investigation, evidence, or a violation of the law. The OPTS Provider must provide towing and storage services all hours of a day, every day of the year.
- 4.1.3 The OPTS Provider must maintain adequate personnel, equipment, and facilities at all times to perform the required towing services, within the time frame(s) outlined in the Contract.
- 4.1.4 While the OPTS Provider has custody of vehicles, the OPTS Provider will be responsible for their safekeeping, including their contents, until they have been released to the owner or owner's agent, or disposed of in the manner the law permits.
- 4.1.5 Until the OPTS Provider receives the Police Department's written authorization, the OPTS Provider must not release a vehicle to an owner or the owner's agent when the Police Department is:
  - (A) Holding that vehicle for investigation, examination, or evidence, or requesting its special handling or protection (collectively, "police hold vehicles"); or
  - (B) Impounding that vehicle for unpaid parking citations, lack of current registration, or a violation of the law.
- 4.1.6 To prevent damage to police hold vehicles or spoliation of any evidence in or upon those vehicles, such as fingerprints or stains, the OPTS Provider must store police hold vehicles in a secure area protected against the elements, sources of contamination, and entry by unauthorized persons.

The OPTS Provider must make the secure storage area available for periods up to 72 hours.

- 4.1.7 The OPTS Provider's rates, charges, and fees for non-consensual towing, storing, or performing other services under the Contract must not exceed the rates, charges, and fees set forth in the "Schedule of Rates and Charges for the City of Glendale's Official Police Tow Services," which is attached as Exhibit "B" and is fully incorporated as part of this RFP.

#### **4.2 OPTS Provider's Compensation; City's VTACR Fee**

- 4.2.1 Except as the Contract or the law provides, an OPTS Provider will not receive any monetary compensation from the City for providing towing or storage services. The OPTS Provider's compensation will come solely from its collecting towing and storage fees from the vehicle's owner or the owner's agent, as more fully described in the Contract. In place of compensation and in exchange for the Proposer's services, the City will give the selected Proposer the *special privilege* and *exclusive right* of:

- (A) Identifying itself as one of the City's "Official Police Tow Services";
- (B) Operating within a designated District;
- (C) Receiving the Police Department's calls for service; and
- (D) Furnishing the public with non-consensual vehicle towing and storage services.

- 4.2.2 An OPTS Provider must pay the City a fee of \$250.00 for each vehicle that the OPTS Provider tows. The fee, known as the Vehicle Towing Administrative Cost Recovery Fee, or "VTACR Fee," covers the City's actual and reasonable costs for running a towing program on the public's behalf and for administering the OPTS Providers' contracts. Glendale Municipal Code Chapter 10.55 (attached to this RFP as Exhibit "C"), page 111 of the Citywide Fee Schedule for FY 2015-16 (attached to this RFP as Exhibit "D"), and Section 3 of Resolution 07-219 (attached to this RFP as Exhibit "E") more fully describe: the VTACR Fee's payment, the payment due dates, the interest rate for a late or missed payment, record retention requirements for the VTACR Fee's calculation and payment, audit provisions, and the penalty charge for an underpayment. The City fully incorporates these documents into this RFP and makes them a part of the RFP.

**Before submitting a Proposal, the Proposer must read the proposed Contract, the Municipal Code, Section 3 of Resolution 07-219, and page 111 of the FY2015-16 Citywide Fee Schedule for more information about the VTACR Fee and its requirements.**

### **4.3 Facilities**

4.3.1 At its expense, a Proposer must acquire and maintain the following facilities upon which the Proposer will operate its towing and storage business:

4.3.2 Primary Storage Lot and Business Office: An OPTS Provider must operate and maintain a primary storage lot and a business office *on the same site*. The primary storage lot:

(A) Must accommodate:

(1) Police hold vehicles;

(2) Vehicles with an appraised value of four-thousand dollars (\$4,000.00) or more; and

(3) A vehicle's equipment, cargo, or contents with an appraised value of five-hundred dollars (\$500.00) or more; and

(B) Must be at least five thousand (5,000) square feet of accessible and usable space for storing and releasing vehicles covered under the Contract.

4.3.3 Secondary Storage Lot: An OPTS Provider must operate and maintain a separate secondary storage lot which:

(A) Must accommodate:

(1) Vehicles with an appraised value of less than four-thousand dollars (\$4,000.00); and

(2) A vehicle's equipment, cargo, or contents with an appraised value of less than five-hundred dollars (\$500.00); and

(B) Must be at least five thousand (5,000) square feet of accessible and usable space for storing and releasing vehicles covered under the Contract.

4.3.4 *Instead of maintaining a separate 5,000 square foot primary storage lot and a separate 5,000 square foot secondary storage lot, the OPTS Provider may locate and operate the secondary lot on the same site as the primary lot, if:*

- (A) The primary lot that has ten thousand (10,000) square feet or more of accessible and usable space for storing and releasing vehicles; and
- (B) The area set aside for the secondary lot conforms to the security requirements and other standards for a primary lot.

4.3.5 Disposal Lot: An OPTS Provider *may* operate and maintain a separate disposal lot for storing discarded and junked vehicles. Alternatively, an OPTS Provider may operate or maintain the disposal lot on the same site as the business office and primary storage lot, or the secondary storage lot.

4.3.6 The OPTS Provider must locate its business office, primary storage lot, secondary storage lot, and disposal lot within:

- (A) The City of Glendale in an **IND, IMU, or IMU-R zone**. Exhibit “F” to this RFP is a map that shows Glendale’s **IND, IMU, and IMU-R** areas. *This map is illustrative only*. An official map is on file with the City’s Community Development Department, Planning Division. *Before purchasing or leasing a site to operate a business office, primary storage lot, secondary storage lot, or disposal lot, an OPTS Provider should verify with the Community Development Department whether: (1) the proposed site is within one of the three zones, and (2) a Conditional Use Permit (“CUP”) is a prerequisite;* or
- (B) One-half (1/2) mile outside of the City of Glendale’s incorporated limits.

4.3.7 An OPTS Provider’s business office, storage lots, and disposal lot must:

- (A) Completely meet the Contract’s facilities requirements and specifications; and
- (B) Conform to the requirements of the City’s Municipal Code, Building & Safety Code, and Zoning Code *when located within Glendale*.

4.3.8 At its expense, an OPTS Provider must:

- (A) Install landscaping and screening (e.g., decorative walls) at its

storage and disposal lots, *when located within Glendale*; and

- (B) Maintain its business office and storage lots in good repair; in a safe, sanitary, neat, and clean condition; and free of weeds, debris, and litter.

4.3.9 An OPTS Provider whose business office, primary or secondary storage lots, or disposal lot, is located in (or borders) a residential or other noise sensitive areas must ensure that its noise is controlled and is kept to a bare minimum, so that telephones, radios, amplified sound systems, tow trucks, vehicles, machinery, equipment, and facility operations:

- (A) Are not unreasonably loud, disruptive, or a nuisance; and
- (B) Do not unreasonably interfere with the comfort, peace, quiet, or repose of the surrounding areas' inhabitants or businesses.

4.3.10 When a Proposer submits its Proposal, if the Proposer does not have a business office and primary storage lot, or secondary storage lot, or both, as previously described in this RFP, the Proposer, if awarded the Contract, will have one-hundred-eighty (180) calendar days from the date that the Proposer signs and delivers the Contract, within which to obtain the facilities and begin operations there. The Proposer must submit proof, satisfactory to the City, of having obtained the required facilities.

4.3.11 A Proposer's failure to obtain, and begin operations at, the business office and primary storage lot, or secondary storage lot, or both, within the one-hundred-eighty (180) day period will not only automatically disqualify the Proposer under this RFP, but also constitute a default and a material breach of the Contract. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for towing and storage services; or choose not to contract for services.

#### **4.4 Operating Equipment**

4.4.1 At its expense, a Proposer must have the following equipment that conforms to the California Highway Patrol's Classification ("CHP Class") for the gross vehicle weight rating ("GVWR") of a truck chassis<sup>2</sup>:

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<sup>2</sup> <u>GVWR (Lbs.)</u>	<u>CHP Class</u>
Minimum 14,000	A
Minimum 33,000	B
Minimum 52,000	C
Minimum 54,000	D

- (A) A minimum of one (1) flatbed car carrier (Class A or Class B); *plus*
- (B) A minimum of four (4) light-medium duty tow trucks, consisting of:
  - (1) At least One (1) Light Duty (Class A); *plus*
  - (2) At least One (1) Medium Duty (Class B); *plus*
  - (3) Two (2) additional tow trucks, whether (Class A), or (Class B), or both; *plus*
- (C) At least one (1):
  - (1) Heavy Duty (Class C); or
  - (2) Super Heavy Duty (Class D); *plus*
- (D) Two-way radio communication equipment in all of the above vehicles.

4.4.2 **The OPTS Provider’s tow trucks and flatbed car carrier (collectively, “tow units”) must meet the Contract’s equipment requirements and specifications.**

4.4.3 The tow units must have a manufacturer’s date of:

- (A) January 1, 2005, or later for (Class A) and (Class B); and
- (B) January 1, 2000, or later for (Class C) and (Class D).

4.4.4 When a Proposer submits its Proposal, if the Proposer does not have the minimum number of tow units described in Paragraph 4.4.1, the Proposer, if awarded the Contract, will have one-hundred-eighty (180) calendar days from the date that the Proposer signs and delivers the Contract, within which to obtain, operate, and place the tow units into service. The Proposer must submit proof, satisfactory to the City, of having obtained the required number of tow units.

4.4.5 A Proposer must not use or substitute one or more flatbed car carriers in place of the minimum number of Class A and Class B tow trucks.

4.4.6 If a Proposer does not have the minimum number of Class C tow units, or Class D tow trucks, or both, and if the Proposer has obtained written authorization from the Chief of Police or a designee, the Proposer may use

the services of a subcontractor (another company or firm) who has those tow trucks. However, a Proposer must: (1) identify the subcontractor and its tow trucks— on the accompanying Proposal Forms (PF:21 - PF:22)— which the Proposer intends to use for Heavy Duty/Super Heavy Duty tows, and (2) the subcontractor must agree in writing to accept, perform, and comply with the Contract’s terms, conditions, requirements, and minimum performance standards when it provides Heavy Duty/Super Heavy Duty towing service.

- 4.4.7 A Proposer’s failure to obtain and place in service the required number of tow units within the one-hundred-eighty (180) day period will not only automatically disqualify the Proposer under this RFP, but also constitute a default and a material breach of the Contract. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for towing and storage services; or choose not to contract for services.

#### **4.5 Trained Personnel**

- 4.5.1 At its expense, the Proposer must have a sufficient number of properly licensed, trained, and qualified employees to perform the services described in the Contract.
- 4.5.2 When a Proposer submits its Proposal, if the Proposer does not have enough employees, or properly trained and qualified employees, or both, the Proposer, if awarded the Contract, will have one-hundred-eighty (180) calendar days from the date that the Proposer signs and delivers the Contract, within which to hire, train, and place the employees into service. The Proposer must submit proof, satisfactory to the City, of having obtained properly skilled, licensed, and trained personnel.
- 4.5.3 **The OPTS Provider must meet the Contract’s employee licensing, training, testing, and certification requirements.**
- 4.5.4 During the proposal evaluation process, one or more investigators from the Police Department may conduct a thorough background investigation of each employee of a Proposer. The background check may include, but is not limited to: criminal convictions, credit history, and civil liens and judgments. If the City conducts a background check, each employee of a Proposer must submit fingerprints and the Proposer must pay the City’s costs of fingerprinting the Proposer’s employees, or investigating them, or both. If any employee of the Proposer has one or more of the criminal convictions that are listed in Paragraphs 11.7 and 11.9 of the Contract, or that in the City’s opinion may: (1) disqualify the employee from operating a vehicle under California or federal law, (2) impede, hinder, frustrate, delay, or affect the Contract’s performance, or (3) increase the



City's liability, risk, or exposure, the City will give written notice to the Proposer, advising the Proposer of the employee's ineligibility. Although the Proposer may retain the disqualified employee, the Proposer must not use or dispatch that employee for a service that the Proposer provides to the City under the RFP and the Contract.

- 4.5.5 A Proposer's failure to obtain and place in service skilled, licensed, eligible, and properly trained personnel within the one-hundred-eighty (180) day period will not only automatically disqualify the Proposer under this RFP, but also constitute a default and a material breach of the Contract. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for towing and storage services; or choose not to contract for services.

## **5. ADDITIONAL REQUIREMENTS AND CONDITIONS**

In addition to the qualifications described in the prior pages of this RFP, the Proposer must fulfill the following conditions and requirements:

### **5.1 Evidence of Financial Responsibility**

- 5.1.1 As part of the City's evaluation of a Proposal, the City will take into account whether the Proposer has sufficient financial resources to perform the services described in this RFP and the Contract. The accompanying Proposal Forms (PF:29) require each Proposer to attach the following financial information:

- (A) Audited or reviewed financial statements, or compilations, prepared by a Certified Public Accountant, for calendar years 2010, 2011, 2012, 2013, 2014; and
- (B) A letter of reference from a bank or other financial institution.

### **5.2 Compliance with Laws; Subletting; Ownership in other Businesses**

- 5.2.1 Within one-hundred-eighty (180) calendar days after the Proposer signs and delivers the Contract, the Proposer must submit proof to the Chief of Police or a designee that the Proposer has complied with all applicable Glendale Municipal Codes, including but not limited to Zoning and Building & Safety Codes (e.g., furnish a copy of a City issued conditional use permit(s), variance(s), permit(s), "certificate of use and occupancy", "business registration certificate").
- 5.2.2 The Proposer must comply with all applicable (federal, state, county, and City) laws, rules, regulations, procedures, and orders.

- 5.2.3 The Proposer must comply with all applicable federal and state employment and hiring laws, such as Affirmative Action, Equal Employment Opportunity, and other nondiscriminatory practices. The City may require the selected Proposer to furnish a copy of its employment and hiring practices and procedures.
- 5.2.4 Except as this RFP and the Contract allows, the Proposer must not use, rent, hire, or employ a subcontractor, or another OPTS Provider, their equipment, their personnel, or their facilities in order to perform the services described in this RFP and the Contract.
- 5.2.5 Unless an OPTS Provider obtains the Chief of Police's or a designee's prior written authorization, the OPTS Provider must not have any ownership or financial interest in another City of Glendale OPTS firm, any automobile dismantling or wrecking yard, automobile body or repair shop, used car business, or any other automobile-related business, other than an automobile towing and storage business.

### **5.3 Public Liability and Property Damage Insurance**

5.3.1 At its own expense, an OPTS Provider must obtain, pay for, and maintain during the Contract's term "occurrence" insurance policies, listed below, to fully protect the OPTS Provider and the City from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. Each policy below must add the City of Glendale, and its officers, agents, employees, and representatives (collectively, "its representatives") as **additional insureds**:

- (A) **COMMERCIAL GENERAL LIABILITY**, covering the following exposures:
- (1) Contractual Liability;
  - (2) Premises and Operations;
  - (3) Broad Form Property Damage;
  - (4) Explosion, Collapse and Underground;
  - (5) Products-Completed Operations;
  - (6) Independent Contractors; and
  - (7) Personal and Advertising Injury; and

- (B) BUSINESS AUTOMOBILE LIABILITY for all vehicles, whether rented, leased, hired, scheduled, owned or non-owned, with an endorsement covering the following exposures:
- (1) GARAGEKEEPERS LEGAL LIABILITY, protecting:
    - (a) A vehicle from loss or damage while the vehicle is in the OPTS Provider's care, custody, or control; and
    - (b) A vehicle with collision coverage and "all risks" (comprehensive) coverage;
  - (2) ON-HOOK LIABILITY, protecting a vehicle from loss or damage while the OPTS Provider tows or transports the vehicle;
  - (3) CARGO LIABILITY, protecting:
    - (a) A vehicle from loss or damage while the OPTS Provider transports the vehicle on a flatbed or other carrier; and
    - (b) A vehicle's contents or cargo from loss or damage while the OPTS Provider tows, transports, or stores the vehicle;
  - (4) UNINSURED MOTORIST - BODILY INJURY, protecting a vehicle's owner or operator from bodily injury while as a passenger in the OPTS Provider's tow unit; and
  - (5) POLLUTION LIABILITY, protecting against a vehicle's sudden and non-sudden pollution release while the OPTS Provider tows, transports, or stores the vehicle.

5.3.2 An OPTS Provider must maintain the insurance described in Paragraph 5.3.1 in the following amounts:

- (A) COMMERCIAL GENERAL LIABILITY INSURANCE in an amount not less than:
- (1) \$1,000,000 per occurrence for bodily injury (including accidental death) to any one person;
  - (2) \$1,000,000 per occurrence for personal and advertising injury to any one person;

- (3) \$1,000,000 per occurrence for property damage; and
- (4) \$1,000,000 general aggregate limit;
- (B) BUSINESS AUTOMOBILE LIABILITY INSURANCE in an amount not less than:
  - (1) \$1,000,000 per occurrence for bodily injury (including accidental death) to any one person; and
  - (2) \$1,000,000 per occurrence for property damage; or
  - (3) \$1,000,000 combined single limit (CSL);
- (C) GARAGEKEEPERS LEGAL LIABILITY INSURANCE in an amount not less than \$250,000 for each location from which the OPTS Provider furnishes services under this RFP and the Contract;
- (D) ON-HOOK INSURANCE in an amount not less than:

<u>TOW TRUCK OR FLATBED CARRIER:</u>	<u>MINIMUM LIMIT PER VEHICLE:</u>
(1) CLASS A	\$100,000
(2) CLASS B	\$100,000
(3) CLASS C	\$250,000
(4) CLASS D	\$250,000;

- (E) CARGO INSURANCE in an amount not less than \$100,000 per vehicle;
- (F) UNINSURED MOTORIST - BODILY INJURY INSURANCE in an amount not less than \$60,000 each accident; and
- (G) POLLUTION LIABILITY INSURANCE in an amount not less than \$250,000 each occurrence.

5.3.3 With the City’s written approval, an OPTS Provider may obtain “Garage Coverage Form” liability insurance, with a “Broadened Coverage - Garages” endorsement, as a substitute for a Commercial General Liability policy, or a Business Automobile Liability policy, or both, if the “Garage Coverage Form” policy meets or exceeds:

- (A) The coverages and limits described in Paragraphs 5.3.1 and 5.3.2; and

(B) All other requirements and conditions for insurance described in this RFP and the Contract.

5.3.4 At all times, the insurance company issuing the policy must be an “admitted” insurer in the State of California; must be domiciled within, and organized under the laws of, a state of the United States; and must carry an A.M. Best & Company minimum rating of “A:VII.”

5.3.5 Despite any conflicting provision in the OPTS Provider’s insurance policy to the contrary:

(A) The OPTS Provider’s insurance must cover all acts, errors, or omissions of the City and its representatives;

(B) The OPTS Provider’s insurance is primary;

(C) Other insurance (whether primary, excess, contingent, self-insurance, or any other basis) available to the City, or its representatives, or both, is excess over the OPTS Provider’s insurance;

(D) The City’s insurance, or self-insurance, or both, is non-contributory;

(E) The OPTS Provider’s insurance company waives any right of recovery that the company may have against the City, or its representatives, or both;

(F) The OPTS Provider’s insurance policy applies separately to each insured or additional insured, who is seeking coverage, or against whom a claim is made or a suit is brought, except that the naming of multiple insureds will not increase the insurance company’s limits of liability;

(G) The OPTS Provider’s insurance policy applies to a claim or a suit brought by an additional insured against a Named Insured or another insured, arising out of bodily injury, personal injury, advertising injury, or property damage;

(H) The OPTS Provider’s insurance company must give the City written notice at least thirty (30) days in advance of the policy’s cancellation, termination, or reduction of coverage; and

(I) The City is not liable for a premium payment or another expense under the OPTS Provider’s insurance policy.

- 5.3.6 With the signed Contract, the OPTS Provider must deliver to the City a “certificate of insurance” **and** an “additional insured endorsement” (collectively, “evidence of liability coverage”), both documents countersigned by the insurance carrier or its authorized representative, on forms satisfactory to the City Attorney or the City’s Risk Manager, which set forth this RFP’s and the Contract’s insurance provisions.
- 5.3.7 The countersigned certificate, along with the additional insured endorsement, must state: “The City of Glendale, and its officers, agents, employees, and representatives are added as additional insureds under the policy(s). This insurance is primary. The City’s insurance or self-insurance is non-contributory. The insurance afforded under the policy(s) applies separately to each insured against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for the policy’s cancellation, termination, or reduction of coverage.”
- 5.3.8 Any deductibles or self-insured retentions are subject to the City’s review and approval. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:
- (A) The amount of any deductible, or self-insured retention, or both;
  - (B) Whether any limit of insurance has been lowered by any pending or paid claim; and
  - (C) The current limit amount, as lowered by the paid or pending claim.
- 5.3.9 While the Contract is in effect, the City may do any one or more of the following:
- (A) Review insurance coverage requirements;
  - (B) Require that the OPTS Provider:
    - (1) Obtain, pay for, and maintain more or less insurance depending on the City’s assessment of any one or more of the following factors:
      - (a) The City’s risk of liability or exposure arising out of, or in any way connected with, the OPTS Provider’s services under the Contract;
      - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the OPTS Provider’s services under the

Contract; or

(c) The availability, or affordability, or both, of increased liability insurance coverage;

(2) Reduce or eliminate a deductible or self-insured retention as it applies to the City; or

(3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to the City for liability, or costs, or both, that the City incurs during the City's investigation, administration, or defense of a claim or a suit arising out of the Contract.

5.3.10 Twenty-one (21) days before the insurance policy's expiration, cancellation, termination, or non-renewal, the OPTS Provider must deliver to the City evidence of liability coverage as proof that the OPTS Provider's insurance has been renewed or replaced with another insurance policy which, while the Contract is in effect, meets all of the insurance requirements of this RFP and the Contract. At any time, upon the City's request, the OPTS Provider must furnish the City with a complete copy of the OPTS Provider's insurance policy or policies for the City's review and approval.

5.3.11 If the OPTS Provider employs, hires, or uses a subcontractor, whom the City has approved of and authorized in writing, to perform Heavy Duty or Super Heavy Duty towing services under this RFP and the Contract, the OPTS Provider must ensure that the subcontractor:

(A) Meets, and fully complies with, all of the insurance requirements in this RFP and the Contract;

(B) Delivers to the City evidence of liability coverage for the City's review and approval; and

(C) Furnishes the City, at any time upon its request, with a complete copy of the subcontractor's insurance policy or policies for the City's review and approval.

5.3.12 This RFP's and the Contract's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in the Contract and Section 5.6 of this RFP; and

(B) Do not limit, in any way, the applicability, scope, or obligations of this RFP's and the Contract's indemnification and defense

provisions.

#### **5.4 Workers' Compensation Insurance**

- 5.4.1 For the purpose of workers' compensation liability, the OPTS Provider acknowledges that all persons furnishing services to the City under the Contract are employees solely of the OPTS Provider and not of the City. The OPTS Provider is solely responsible and liable for:
- (A) Furnishing workers' compensation benefits to its personnel, or anyone the OPTS Provider directly or indirectly hires, employs, or uses; and
  - (B) Injuries arising out of, or connected with, the work, services, or operations performed on the OPTS Provider's behalf.
- 5.4.2 At its own expense, the OPTS Provider must obtain, pay for, and maintain for the duration of the Contract, complete workers' compensation insurance, meeting or exceeding the coverages and amounts that California law requires. With the signed Contract, the OPTS Provider must deliver to the City either an insurance certificate or a certificate of consent to self-insure ("evidence of workers' compensation coverage").
- 5.4.3 The OPTS Provider's workers' compensation insurance company must give the City written notice at least thirty (30) days in advance of the policy's expiration, cancellation, or termination, or non-renewal.
- 5.4.4 Twenty-one (21) days before the expiration, cancellation, termination, revocation, or non-renewal of the insurance policy or certificate of consent to self-insure, the OPTS Provider must deliver to the City evidence of workers' compensation coverage as proof that the OPTS Provider is complying with the workers' compensation insurance requirements of this RFP and the Contract. At any time, upon the City's request, the OPTS Provider must furnish the City with a complete copy of the OPTS Provider's insurance policy or policies for the City's review, or approval, or both.
- 5.4.5 The City of Glendale will not be liable to the OPTS Provider's personnel, or anyone the OPTS Provider directly or indirectly hires, employs, or uses, for any claims at law or in equity caused by the OPTS Provider's failure to comply with the workers' compensation insurance requirements of this RFP and the Contract.



## **5.5 OPTS Provider's Failure to Obtain, Pay For, or Maintain Insurance**

- 5.5.1 The OPTS Provider's failure to comply with an insurance provision in this RFP or the Contract constitutes a default and a material breach upon which the City may immediately terminate or suspend the Contract, or invoke another remedy that the Contract or the law allows. If the City terminates or suspends the Contract, the City may use the services of another City of Glendale OPTS, or any other towing and storage firm, without the City's incurring any liability to the defaulting OPTS Provider.
- 5.5.2 In the interest of maintaining essential public safety services, and at its sole discretion, the City may obtain or renew the OPTS Provider's insurance, and the City may pay all or part of the premiums. Upon demand, the OPTS Provider must repay and reimburse the City for all sums or monies that the City paid to obtain, renew, or reinstate the OPTS Provider's insurance. The City may offset the cost of the premium against any sums or monies that the City may owe the OPTS Provider.

## **5.6 Indemnification**

- 5.6.1 To the fullest extent that the law permits, the OPTS Provider must indemnify, defend, and hold harmless the City and its Police Department — including, each one's officers, agents, employees, and representatives (individually and collectively, "the City Indemnitee")— from and against any and all:
- (A) Liability, claims, suits, actions, proceedings (including arbitration, mediation, administrative, regulatory), judgments, liens, injuries, losses, accidents, or damages (collectively, "Liability"), whether the Liability is:
    - (1) In contract or in tort;
    - (2) Imposed by law in the absence of a contract or agreement;
    - (3) Such that the OPTS Provider would have in the absence of a contract or agreement;
    - (4) For bodily injury (including accidental death), personal and advertising injury, or property damage;
    - (5) Actual, alleged, or threatened;
    - (6) False, fraudulent, or groundless; and
  - (B) Fees, costs, sums, or expenses of any kind (collectively,

“Expenses”) including, but not limited to:

- (1) Attorneys’ fees;
  - (2) Defense costs, litigation costs, court costs, appeal costs;
  - (3) Arbitration, mediation, administrative, or regulatory proceeding costs;
  - (4) Accountant, expert witness, or another professional’s fees;
  - (5) Pre- or post-judgment or settlement interest;
- (C) Liability, or Expenses, or both, caused by, or arising out of, or in any way related to, or in any way connected with— whether in whole or in part— any one or more of the following:
- (1) The Contract;
  - (2) An act, error, or omission of:
    - (a) The OPTS Provider, its officers, agents, employees, or representatives;
    - (b) A subcontractor, person, firm, or entity whom the OPTS Provider directly or indirectly hires, employs, or uses to provide or perform services— including Heavy Duty or Super Heavy Duty towing— under this RFP and the Contract; or
    - (c) The City Indemnitee (***regardless of whether the City Indemnitee’s act, error, omission, conduct, or misconduct was willful or negligent, either actively, passively, vicariously, or not at all***);
  - (3) The OPTS Provider’s work, services, or operations (whether ongoing or completed) under the Contract;
  - (4) The OPTS Provider’s performance or nonperformance of the Contract;
  - (5) The OPTS Provider’s premises, facilities, personnel, tow units, vehicles, or equipment;
  - (6) The Contract’s conditions and requirements concerning the employment eligibility or ineligibility status of the OPTS

Provider's personnel or a subcontractor's employees;

- (7) The OPTS Provider's paying or withholding, or failing to pay or to withhold, wages, salaries, benefits, Social Security, Medicare, retirement, exactions, entitlements, emoluments, taxes, and any other expenses of any nature whatsoever;
  - (8) The OPTS Provider's complying, or failing to comply, with a (federal, state, county, or City) law, rule, regulation, procedure, or order;
  - (9) The City's enforcing this indemnification and defense provision; and
- (D) Liability, or Expenses, or both, regardless of whether they may occur, or may be discovered, before or after the Contract's termination, cancellation, or expiration.

5.6.2 Under the Contract and this RFP, the OPTS Provider assumes Liability and Expenses arising out of the Contract. Without affecting the City's rights under any provision of the Contract or this RFP, the OPTS Provider will not indemnify, defend, and hold harmless the City Indemnitee, as set forth in Paragraph 5.6.1, for Liability and Expenses attributable to the **sole fault** of the City Indemnitee, if the parties agree in writing, or if a court of competent jurisdiction issues written findings, determining that the City Indemnitee was **solely at fault**. This exception applies only in instances where the City Indemnitee is shown to have been **solely at fault**.

5.6.3 However, in instances where the OPTS Provider is solely or partially at fault, or in instances where the City Indemnitee's fault accounts for only a percentage of the liability involved, the OPTS Provider's obligations under the Contract and Section 5.6 of this RFP are all-inclusive and the OPTS Provider must indemnify, defend, and hold harmless the City Indemnitee for all Liability and Expenses, even though a percentage of Liability or fault is attributable to the City Indemnitee's act, error, omission, conduct, or misconduct. ***The OPTS Provider acknowledges that its obligation under the Contract and Section 5.6 of this RFP extends to Liability or fault attributable to the City Indemnitee, if that Liability or fault is less than the sole Liability or sole fault of the City Indemnitee.***

5.6.4 Under this Section's indemnification and defense provisions:

- (A) An entry of judgment against the City Indemnitee conclusively establishes:

- (1) The OPTS Provider's obligation to pay the judgment, or Expenses, or both; and
    - (2) That the amount of the judgment, or Expenses, or both, is correct and reasonable;
  - (B) The OPTS Provider must not condition its obligation to indemnify, defend, or hold harmless the City Indemnitee on:
    - (1) The City Indemnitee's having to first pay an injured party or a judgment; or
    - (2) The extent of insurance available to, or provided by, the OPTS Provider; and
  - (C) Workers' compensation laws do not limit the OPTS Provider's obligation to indemnify, defend, and hold harmless the City Indemnitee. The OPTS Provider expressly waives its statutory immunity under those laws as to the City Indemnitee.
- 5.6.5 The OPTS Provider must pay, compensate, and reimburse the injured party or parties, and the City Indemnitee:
- (A) As Liability, or Expenses, or both, are incurred;
  - (B) Immediately upon any settlement or compromise of Liability, or Expenses, or both; or
  - (C) Immediately upon any entry of judgment.
- 5.6.6 The OPTS Provider must obtain executed indemnity agreements, with provisions identical to those set forth in the Contract and Section 5.6 of this RFP, from a subcontractor, person, firm or entity whom Contractor directly or indirectly hires, employs, or uses to provide or perform services— including Heavy Duty or Super Heavy Duty towing— under this RFP and the Contract. Regardless of whether the OPTS Provider obtains the written indemnity obligation from a subcontractor as this RFP and the Contract require here, the OPTS Provider remains fully liable to the City Indemnitee for all Liability, or Expenses, or both, according to terms under the Contract and Section 5.6 of this RFP.
- 5.6.7 The OPTS Provider and the City intend not only that the City Indemnitee must be completely protected from and against all Liability and Expenses, but also that each provision in the Contract and Section 5.6 of this RFP must be interpreted and construed under the law to provide the fullest protection possible to the City Indemnitee. Accordingly, the OPTS Provider acknowledges that the City would have neither selected the

OPTS Provider from its Proposal, nor entered into the Contract in the absence of the OPTS Provider's commitment to indemnify, defend, and hold harmless the City Indemnitee under the Contract and Section 5.6 of this RFP.

5.6.8 This RFP's and the Contract's indemnification and defense provisions:

(A) Are separate and independent from the insurance provisions in the Contract and Section 5.3 of this RFP; and

(B) Do not limit, in any way, the applicability, scope, or obligations of this RFP's and the Contract's insurance provisions.

5.6.9 The OPTS Provider's failure to comply with the indemnity provisions of the Contract and Section 5.6 of this RFP constitutes a default and a material breach upon which the City may immediately terminate or suspend the Contract, or invoke another remedy that the Contract or the law allows.

## **5.7 Independent Contractor Status**

5.7.1 This RFP and the Contract are not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the City and the OPTS Provider. The OPTS Provider understands that in performing its services under the RFP and the Contract, the OPTS Provider is, and will be, an independent contractor. The OPTS Provider acknowledges that the OPTS Provider and its employees, subcontractors, and anyone whom the OPTS Provider directly or indirectly hires, employs, or uses are not employees or agents of the City under any circumstance.

5.7.2 The OPTS Provider has, and will retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom the OPTS Provider uses in performing the services under the Contract. The OPTS Provider must provide the required services in its own manner and method, except as this RFP and the Contract specify. The OPTS Provider must treat any provision in this RFP or the Contract that may appear either to give the City the right to direct the OPTS Provider as to the details of doing the work, or to exercise a measure of control over the work, as giving the OPTS Provider direction only as to the work's end result.

5.7.3 The OPTS Provider will have sole responsibility for:

(A) Paying its personnel's salaries, disability, unemployment, workers' compensation, and any other expenses or benefits connected with this Agreement; and

- (B) Making all necessary payroll deductions for insurance, Social Security, Medicare, income taxes, and other applicable withholdings or taxes.

5.7.4 The OPTS Provider and its employees, agents, subcontractors, and anyone whom the OPTS Provider directly or indirectly hires, employs, or uses are not entitled to receive from City any benefits or rights that City affords to its employees, including, but not limited to: overtime, compensation time, sick leave, vacation leave, or holiday pay; California Public Employees Retirement System benefits, Social Security, or retirement savings; Medicare or insurance, including health, life, dental, long or short term disability, or workers' compensation.

## 6. INTERPRETATION OR CORRECTION OF RFP

6.1 Before submitting its Proposal, the Proposer must carefully study and compare the components of this RFP and the Contract, must examine the areas comprising the tow District, and must observe the conditions under which the Proposer will perform the services.

6.2 If the Proposer has any question about this RFP, the Contract, or the scope of work, or if the Proposer finds any error, inconsistency, or ambiguity in the RFP, or the Contract, or both, the Proposer must make a written "Request for Clarification" before submitting its Proposal. The Proposer must submit a Request for Clarification to:

Glendale Police Department Traffic Bureau  
ATTN: Lieutenant Stewart Brackin  
131 North Isabel Street  
Glendale, CA 91206-4382

6.3 The City must receive written inquiries **on or before 4:00 p.m., November 13, 2015**. The Request for Clarification may be mailed, hand delivered, or delivered by courier or package delivery service. A firm mailing its Request for Clarification should allow sufficient delivery time to ensure that the City receives it on time.

6.4 If necessary, the City will make clarifications, interpretations, corrections, or changes to the RFP, or the Contract, or both, in writing by issuing Addenda, as described in Section 7 of this RFP. A Proposer must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the RFP and the Contract, that are made verbally or in a manner other than a written advisory from the City.

## **7. ADDENDA**

- 7.1 The City will issue Addenda in writing only. The City will make reasonable efforts to deliver Addenda to all Proposers whom the City knows have received a complete set of the RFP and have provided a street address for receipt of Addenda. The City cannot guarantee that all Proposers will receive all Addenda.
- 7.2 Proposers may also inspect the Addenda at the Glendale Police Department's Traffic Bureau, during its business hours, Monday - Friday, 7:00 a.m. - 4:00 p.m. This RFP is also on file there.
- 7.3 At any time before the "Proposal Deadline" (Paragraph 10.2.1 of this RFP), the City may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addenda results in a material change to this RFP, or the Contract, or both, the City will extend the Proposal Deadline by not less than seventy-two (72) hours.

## **8. USING THE ATTACHED PROPOSAL FORMS**

- 8.1 "Proposal Forms" (PF:1 to PF:46) are attached to this RFP. A Proposer who is applying for more than one District must mark the appropriate boxes on PF:1. A Proposer must submit its Proposal only on those forms. With its Proposal, the Proposer must submit various attachments (e.g., photographs, employees' resumes, financial statements, a bank's reference letter, an insurance certificate, further explanations) that this RFP and the Proposal Forms describe.
- 8.2 The Proposer must fill in the blanks on the Proposal Forms, using a typewriter or printing legibly in ink. The Proposer must respond to the Proposal Forms' questions with all applicable information, in order for the City to consider the Proposal as "responsive." If a Proposer fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Proposal as "non-responsive."
- 8.3 The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms.
- 8.4 The Proposer must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.
- 8.5 With the Proposal, each Proposer must submit the following attachments:
  - 8.5.1 Photographs of the business office, customer waiting area, storage area for police hold vehicles, primary and secondary storage lots, and disposal lots (See: PF:19);

- 8.5.2 Photographs of tow trucks and flatbed carriers (See: PF:20 - PF:21);
- 8.5.3 Employees' resumes (See: PF:22 - PF:26);
- 8.5.4 Audited or reviewed financial statements, or compilations (See: PF:29);
- 8.5.5 Bank's reference letter (See: PF:29); and
- 8.5.6 Insurance certificate (See: PF:40).
- 8.6 Using the supplied Proposal Forms (PF:1 to PF:4), the Proposer must certify that:
  - 8.6.1 Proposer has read, examined, and is fully familiar with all of: (1) the RFP's provisions, (2) the Contract's terms, conditions, requirements, specifications, and minimum performance standards, and (3) any Addenda issued during the proposal period (collectively, "the Documents");
  - 8.6.2 Proposer has carefully checked all words, figures, and statements made in the Documents;
  - 8.6.3 Proposer is satisfied that the Documents are accurate;
  - 8.6.4 Proposer understands and accepts all of the Documents' provisions;
  - 8.6.5 Proposer has examined the area comprising the tow District for which the Proposal is submitted, and Proposer is fully familiar with all conditions and matters that may affect, in any way, Proposer's services or costs;
  - 8.6.6 Proposer has fully considered all other matters that may affect, in any way, Proposer's services or costs;
  - 8.6.7 Proposer offers to fully perform all of the duties and obligations specified in the Documents in exchange for the consideration described in the Documents;
  - 8.6.8 The Proposal is an irrevocable offer for a period of at least one-hundred-fifty (150) calendar days following City's opening of all Proposals;
  - 8.6.9 Except as the Contract or California law allows, City is not liable or responsible for any costs, fees, or expenses that Proposer incurs for any one or more of the following: (1) responding to the RFP, (2) anticipating or preparing for an award of a tow District, (3) obtaining any equipment, personnel, facilities, or other items to comply with the Documents' provisions, or (4) performing the services under the Contract;



- 8.6.10 Within fourteen (14) calendar days after City issues the Notice of Intent to Award OPTS Contract, or within any extension that City may allow, Proposer agrees to: (1) sign and deliver the Contract, of which the RFP, its attached Exhibits, and the Notice calling for Proposals are a part, and (2) furnish the insurance that the Documents require;
- 8.6.11 At City's sole discretion, City may apply the money payable under the Proposal Bond (PF:7 to PF:9) or the Cashier's Check toward payment of City's damages if Proposer defaults in: signing and delivering the Contract, or furnishing the required insurance, or both; and
- 8.6.12 At its expense, Proposer agrees to indemnify, defend, and hold harmless the City and its Police Department— including, each one's officers, agents, employees, and representatives— from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following: (1) Proposer's submitting the Proposal, (2) City's accepting Proposer's Proposal, or (3) City's awarding a contract to Proposer in compliance with this RFP, or state, federal, or local laws.
- 8.7 The Proposer must certify *under the penalty of perjury* that:
- 8.7.1 Proposer's Proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on behalf of, any person, partnership, corporation, firm, organization, or another entity not named or disclosed in the Proposal;
- 8.7.2 Proposer did not, directly or indirectly, induce, agree, or solicit anyone else to submit a false or sham Proposal, to refrain from proposing, to withdraw a Proposal, or to attempt to induce an action prejudicial to City's interests;
- 8.7.3 Proposer has not sought by collusion, in any manner, to secure for Proposer any advantage over other proposers; and
- 8.7.4 All facts and statements in the Proposal are completely true, accurate, and correct.
- 8.8 The City will not consider any Proposal that a Proposer submits without the certification. If the City's review and investigation of a Proposal during the RFP evaluation period, *or any time afterwards*, reveals that any information, fact, or statement in the Proposal is incomplete, incorrect, false, inaccurate, misleading, or fraudulent, the Proposer may be disqualified from consideration for any contract award, and the City reserves the right to cancel and rescind, at any time, the Contract awarded to the successful Proposer.

- 8.9 The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal in ink. The individuals signing the Proposal must represent that they are authorized to bind the Proposer's legal entity.
  - 8.9.1 A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
  - 8.9.2 A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm's address, either of which must include the state, zip code, and telephone number.
  - 8.9.3 If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal. An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

## **9. PROPOSAL SECURITY**

- 9.1 With its Proposal, each Proposer must submit a "Proposal Bond" ("the bond") or a Cashier's Check ("the check") drawn on a solvent bank, payable to the City of Glendale for five-thousand dollars (\$5,000). The bond or check will serve as a guarantee on the part of the Proposer that if the City awards the Proposer a tow District, the Proposer will accept and enter into the Contract.
- 9.2 The surety company underwriting the bond:
  - 9.2.1 Must be duly admitted or authorized to issue the bond in the State of California;
  - 9.2.2 Must have an authorized agent with an office in California;
  - 9.2.3 Must hold a current, valid Certificate of Authority from the U.S. Secretary of the Treasury, as acceptable surety on Federal bonds, under the Act of Congress, approved July 30, 1947 (31 U.S.C. Sections 9304-9308, and as amended from time to time); and
  - 9.2.4 Is subject to the City Attorney's review and approval.
- 9.3 For the bond, the Proposer must use the City's form, entitled "Proposal Bond" (PF:7). A power of attorney from the surety company, authorizing the person to sign the bond on the surety company's behalf, must accompany the bond. If the bond is executed outside the State of California, a California representative of the surety must countersign the bond. A Notary Public must acknowledge the signatures of the Proposer and the surety representative designated in the power of

attorney.

- 9.4 The City may reject a Proposal if:
- 9.4.1 The Proposer or its surety has altered or modified the Proposal Bond form (PF:7);
  - 9.4.2 The Proposal Bond form (PF:7) is missing information;
  - 9.4.3 The signatures on the Proposal Bond form (PF:7) are not notarized; or
  - 9.4.4 The surety representative's power of attorney is not attached.
- 9.5 The City will return the bond or the check that the selected Proposer furnished, within fourteen (14) calendar days after the selected Proposer has signed and delivered the Contract. Within one-hundred-fifty (150) calendar days after the City opens all Proposals, if the City has received signed Contracts for all three (3) Tow Districts, or if the City has not selected any Proposal, then the City will return the bond or the check of all non-selected Proposers, within fourteen (14) calendar days following expiration of the 150-day period.

## 10. SUBMISSION OF PROPOSALS

### 10.1 Submittals

- 10.1.1 A Proposer must submit **one (1) original and six (6) copies** of its entire Proposal (i.e., PF:1 to PF:46 and all attachments).
- 10.1.2 A Proposer must place its Proposal, the six copies, and all attachments, in a sealed, opaque envelope. A Proposer must print or type, on the outside of the envelope, the Proposer's name, address, and the notation:
- “PROPOSAL FOR OFFICIAL POLICE TOW SERVICES,  
FOR DISTRICT(S) \_\_\_\_\_”** (In the blank, identify the  
applicable District or Districts, by number: 1 2 3.)
- 10.1.3 Proposals may be mailed, hand delivered, or delivered by courier or package delivery service. Proposals must be addressed as follows and delivered to:

Glendale Police Department Traffic Bureau  
ATTN: Lieutenant Stewart Brackin  
131 North Isabel Street  
Glendale, CA 91206-4382

## **10.2 Proposal Deadline**

10.2.1 The City must receive a Proposal at the above address **no later than 4:00 p.m., on November 30, 2015** (“the Proposal Deadline”). A firm mailing its Proposal should allow sufficient delivery time to ensure that the City receives the Proposal by the Proposal Deadline. The Proposer alone is responsible for delivering its Proposal on time.

10.2.2 **The City will not accept late Proposals.** The City will return, unopened, any Proposal received after **the exact time** of the Proposal Deadline.

10.2.3 Oral, telephonic, facsimile, telegraphic, or electronically transmitted Proposals are invalid and the City will not accept or consider them.

## **11. DISPOSITION OF PROPOSALS**

11.1 All Proposals submitted in response to this RFP become the property of the City of Glendale, and the City will retain or discard them, as the law allows.

11.2 The Proposer must identify on the accompanying Proposal Forms (PF:44) all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Proposer included in its Proposal which Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 6250, *et seq.*

11.3 By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its Police Department— including, each one’s officers, agents, employees, and representatives— from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items.

11.4 The City will treat any Proposer, who fails to identify on PF:44 protectable documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

## **12. COMMUNICATION WITH, AND GIFTS OR GRATUITIES TO, THE CITY AND OTHERS PROHIBITED**

12.1 After the Proposal Deadline, and continuing until the City awards the last contract, if any:

12.1.1 Glendale City Council members and City employees involved in the RFP

process will not hold any meetings, conferences, or discussions with any Proposer, except as this RFP allows; and

12.1.2 A Proposer must not communicate, in any manner, with the individuals listed in Paragraph 12.1.1, unless authorized by the City. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting. In addition, Proposers may write to the City Council as a whole once the staff recommendations are made in anticipation of a public meeting.

12.2 From the date of the report to Council recommending the initiation of a competitive process for Official Police Tow Services, to the date on which the City awards the last contract, if any, a Proposer must not directly or indirectly give, furnish, donate, or promise any money, compensation, gift, gratuity, or anything of value to the individuals listed in Paragraph 12.1.1, for the purpose of, or which has the effect of:

12.2.1 Securing or establishing an advantage over other Proposers;

12.2.2 Securing or recommending the selection of the Proposer's Proposal; or

12.2.3 Securing or recommending the Contract's award to the Proposer.

12.3 Violations of Paragraphs 12.1.2, or Paragraph 12.2, or both, will constitute grounds for rejection.

### **13. WITHDRAWAL, CANCELLATION, OR MODIFICATION OF A PROPOSAL**

13.1 ***Before*** the Proposal Deadline, a Proposer may withdraw and then modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed as follows and delivered to:

Glendale Police Department Traffic Bureau  
ATTN: Lieutenant Stewart Brackin  
131 North Isabel Street  
Glendale, CA 91206-4382

13.2 For a withdrawal to become effective, the Traffic Bureau must ***receive*** the Proposer's request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal request for modification or withdrawal of a Proposal.

13.3 If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer's right to submit a new Proposal, if the new Proposal is submitted: (1) in accordance with the RFP's requirements, and (2) before the Proposal Deadline.

- 13.4 *After* the Proposal Deadline, a Proposer must not withdraw, cancel, or modify its Proposal for a period of at least one-hundred-fifty (150) calendar days following the Proposals' opening on **December 1, 2015**, subject to the exception in Paragraph 13.5. The City may extend the 150 day period upon the City's written request and upon the affected Proposers' written approval.
- 13.5 The City may allow a Proposer to withdraw or cancel a Proposal *after the opening of the Proposals*, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:
- 13.5.1 The Proposer made a mistake in its Proposal;
- 13.5.2 Within five (5) days after the Proposal's opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
- 13.5.3 The mistake made the Proposal materially different from what the Proposer had intended it to be; and
- 13.5.4 The mistake was made in filling out the Proposal and was not due to error in judgment, carelessness in inspecting the tow service area (District), or carelessness in reading the RFP or the Contract.

## **14. OPENING OF PROPOSALS**

- 14.1 On **December 1, 2015**, the City will open all Proposals that were submitted in accordance with Paragraph 10.1.2, and that were received on or before the Proposal Deadline. The City will maintain a "Register of Proposals" that lists the Proposer's name, the date, and the time that the City had received the Proposal. The Register of Proposals will be open to public inspection after the City has awarded all Contracts.

## **15. INITIAL REVIEW OF PROPOSALS; SELECTION PROCESS AND CRITERIA**

### **15.1 Overview**

The City will follow the four (4) steps described below for evaluating each Proposal and selecting an OPTS Provider:

- 15.1.1 First, designated personnel from the Police Department will determine whether a Proposal is "responsive" to the RFP, by:

- (A) Verifying the Proposal's compliance with the RFP's terms and conditions, and

- (B) Examining the Proposal for completeness of information and attachments.

15.1.2 Second, staff, as designated by the City Manager, will determine whether the Proposer, who has submitted a responsive Proposal, is “responsible,” by:

- (A) Reviewing background checks on the candidates under consideration;
- (B) Visiting and inspecting the towing and storage facilities of the candidates under consideration;
- (C) Interviewing up to three (3) candidates, if any, per District; and
- (D) Listening to the candidates’ oral presentation.

15.1.3 Third, for each District, the designated staff will deliver written recommendations, if any, to the Chief of Police for his consideration.

15.1.4 Fourth, the Chief of Police will deliver to the City Manager a report with recommendations regarding the most qualified Proposers. The City Council will receive that report for its consideration. The City Council will award the OPTS contracts.

## **15.2 Responsive Proposal**

15.2.1 The designated Police Department personnel will evaluate each Proposal to determine whether it is “responsive.” The term “responsive” means that the Proposal has been prepared and submitted in accordance with the RFP’s requirements. In other words, the Proposer has:

- (A) Properly completed and signed the Proposal (PF:1 to PF:4);
- (B) Attached the Proposal Bond (PF:7 to PF:9) or the Cashier’s Check;
- (C) Properly completed the “Proposer’s Qualifications Statement” forms (PF:10 to PF:46); and
- (D) Submitted the documents and attachments that the Proposal Forms (PF:1 to PF:46) and this RFP require.

15.2.2 The City may reject any Proposal that is not accompanied by the Proposal Bond (PF:7 to PF:9), the Cashier’s Check, or any other item that the Proposal Forms (PF:1 to PF:46) and this RFP require, or that is in any other way incomplete or irregular.

15.2.3 Unauthorized conditions, limitations, or provisions included in, or attached to, the Proposal, or an incomplete submittal, may render the Proposal “non-responsive” and may cause its rejection.

15.2.4 Process

- (A) The designated Police Department personnel will simultaneously open the sealed Proposals. They will then review each Proposal for completeness, clarity of content, and adherence to the RFP’s requirements.
- (B) The Support Services Captain or acting Captain will then forward all “responsive” RFP’s to staff designated by the City Manager.

**15.3 Responsible Proposer**

15.3.1 The staff designated by the City Manager will review the Proposals and determine the “responsible” Proposer for each tow District. The term “responsible” means that the Proposer is able to demonstrate that it possesses:

- (A) The capacity, in terms of financial strength, resources available, and experience, to perform the services described in the RFP and the Contract; and
- (B) The integrity and trustworthiness to perform and complete the services that RFP and the Contract require.

15.3.2 In determining whether a Proposer is “responsible,” the designated staff may consider any one or more of the following factors in relation to the services that the Proposer will perform under this RFP and the Contract:

- (A) Demonstrated financial strength including, but not limited to, the Proposer’s:
  - (1) Current facilities, equipment, and personnel;
  - (2) Capability of securing financing for facilities, equipment, personnel, or other resources;
  - (3) Credit worthiness;
- (B) Quality of the Proposer’s existing or proposed facilities, equipment, and personnel;
- (C) Demonstrated and successful completion of services of similar scope and size, including, but not limited to:



- (1) Years of experience that the Proposer has as an OPTS Provider or a municipal tow service provider;
  - (2) Timeliness of performance;
  - (3) Customer satisfaction or complaints;
  - (4) Other cities' and clients' evaluations of the Proposer's prior or current services;
- (D) Demonstrated safety record for the Proposer's tow vehicles and employees; or
  - (E) Degree to which the Proposer has taken into account the Glendale community's needs and priorities.

15.3.3 The designated staff may consider any one or more of the following factors as indicia that the Proposer is not "responsible," thereby disqualifying the Proposer:

- (A) Evidence of collusion between the Proposer and other Proposers;
- (B) The Proposer's having falsified, misrepresented, or withheld any information that the RFP or the Contract requires the Proposer to disclose;
- (C) The Proposer's having given prior poor or unsatisfactory service to the City or other government clients;
- (D) The Proposer's or its employees' having performed work or services without a required license, permit, or certification;
- (E) The Proposer's or its employees' having disregarded laws, rules, regulations, procedures, orders, and directives;
- (F) The Proposer's lack of competency as revealed by: financial statements, experience, equipment, facilities, training, personnel; or customer complaints, claims, or lawsuits;
- (G) The Proposer's having a history of vehicular accidents, property damage, or thefts occurring while the Proposer has operated its towing and storage business;
- (H) The Proposer's having been convicted of a crime related to the bidding, the awarding, or the performance of a government contract;

- (I) The Proposer’s having claims or litigation concerning contracts, bids, or projects; or the Proposer’s having been terminated or disqualified from contracts, bids, or projects;
- (J) The Proposer’s having failed to fulfill or perform the terms of a contract, or having defaulted on a contract, within the past five (5) years; or
- (K) The Proposer’s having failed to meet a contract’s required and agreed-upon schedules or deadlines.

15.3.4 The designated staff will determine whether a Proposer is responsible based upon:

- (A) The information that the Proposer submits, as contained in the “Proposer’s Qualification Statement” (PF:10 to PF:46) and its attachments;
- (B) A background check (described on the next page);
- (C) A site inspection;
- (D) The Proposer’s interview and oral presentation; and
- (E) Other documents or other sources of information provided or obtained as part of the review process.

15.3.5 The designated staff may require a Proposer to clarify its Proposal or provide additional information, verbally or in writing, as staff deems necessary, to assist in evaluating the Proposals and to ensure that the selected Proposer will perform the services under this RFP and the Contract.

15.3.6 Process

- (A) The staff designated by the City Manager will score each Proposal, using the following categories and points:

<u>Category</u>	<u>Points</u>
(1) Service Requirements	25
(2) Qualifications of Personnel & Management	20
(3) Facility & Equipment Requirements	25
(4) Prior Experience	15
(5) References	5
(6) Financial Viability	10

(7) MAXIMUM TOTAL POINTS: 100

- (B) If a Proposer has submitted a Proposal that covers more than one District, the designated staff will assign a separate and independent score for each District. A score assigned to one District will not be combined or averaged with a score given to another District.
- (C) For each District, the designated staff will rank each Proposal in descending order based on the highest numbers of points given to each Proposal. The designated staff will create, for its own purposes, an “initial short list” of up to three (3) Proposers, per District, who will be placed in descending order, based on their score.
- (D) On behalf of the designated staff, one or more investigators from the Police Department will perform a “background check” on the selected Proposers who are on the designated staff’s “initial short list,” to ensure that the potential Proposer not only has the required financial and other resources to provide dependable towing and storage services for the City, but also will provide the highest levels of customer service. The background check may include, but is not limited to:
  - (1) Interviewing municipal clients and others about their past or present experiences with the Proposer as a towing and storage firm;
  - (2) Contacting the bank that prepared the Proposer’s reference letter;
  - (3) Obtaining criminal history;
  - (4) Searching bankruptcy, liens, and civil judgment records; and
  - (5) Investigating or verifying any other information that the designated staff believes is relevant to selecting an OPTS Provider under the RFP.
- (E) Based on the background check, if the designated staff determines that the candidate is not a responsible Proposer, the designated staff will select as a replacement the next highest scoring Proposer who applied for that District. Any Proposer whom the designated staff selects as a replacement will be subject to the same background check. The designated staff will then prepare a “final short list” of candidates.

- (F) For each district, the designated staff will invite up to three (3) Proposers on the “final short list” for an interview and oral presentation. Before the interviews occur, the designated staff will inspect the towing and storage facilities, equipment, and personnel of every Proposer who is on the “final short list.”
- (G) During the interviews, the designated staff must not communicate the initial scores to the participating Proposers. The oral interview will consist of standard questions asked of all Proposers, and specific questions regarding the Proposer’s Proposal or the Proposer’s ability to provide the facilities, equipment, personnel, and services that the City requires. In addition, the Proposer must give the designated staff an oral presentation, not to exceed thirty (30) minutes, on how it will *achieve* and *ensure* throughout the Contract’s duration:
  - (1) Expeditious, reliable towing;
  - (2) Secure, dependable storage;
  - (3) Quality service; and
  - (4) Utmost customer satisfaction for the City and the public.
- (H) The designated staff may then re-score the Proposal based on the site inspection, the interview, the oral presentation, or on any combination of these factors.
- (I) After the designated staff reaches a consensus as to the responsible Proposer whom they believe can provide the best service to a particular District, they will deliver their written recommendation to the Chief of Police for his consideration.
- (J) The Chief of Police will prepare a report to the City Manager with recommendations regarding the most qualified Proposers. The City Manager will forward the report to the City Council for its deliberation and its decision on awarding the OPTS contracts.

## 16. AWARD OF CONTRACT

- 16.1 Within one-hundred-twenty-five (125) calendar days after the City opens all Proposals, if the City Council selects a Proposal, the City will give the selected Proposer a “Notice of Intent to Award OPTS Contract” that will specify the “start date” for performing the Contract’s services.
- 16.2 The RFP, or any part of it, and the Proposer’s responses, will be incorporated into

and made a part of the Contract. The City reserves the right to further negotiate the terms and conditions of the Contract. The Proposer whom the City Council selects for a tow District must cooperate with the City in good faith to negotiate, sign, and deliver the final Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible:

16.2.1 Revisions to the Contract's service-related terms, conditions, requirements, specifications, or minimum performance standards, other than the insurance and the indemnity provisions; and

16.2.2 Additions to the Contract, by the parties' mutual agreement, or as a City Ordinance or Resolution, the City's Charter or Municipal Code, or any other law may require.

16.3 At any time, and for any reason, if contract negotiations with the selected Proposer fail to progress, to the City's reasonable satisfaction, the City reserves the right to not only end negotiations with the selected Proposer, but also cancel the award, reject the Proposal, declare the Proposal Bond or the Cashier's Check as forfeited, and keep the bond's or the check's proceeds. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for towing and storage services; or choose not to contract for services.

16.4 The services described in this RFP and in the Contract are for a period of three (3) years, and the City will have a one (1) time option to renew the OPTS Provider's services for a period of two (2) years. Exercise of the one-time renewal option is at the Chief of Police's sole discretion and requires the City Manager's written approval.

16.5 Within fourteen (14) calendar days after the City issues the Notice of Intent to Award OPTS Contract, or within any extension that the City may allow, the selected Proposer must submit to the City all of the following items:

16.5.1 Two (2) originals of the Contract, properly signed by the Proposer.

16.5.2 Insurance certificates and additional insured endorsements that fully conform to the Contract's requirements.

16.6 After the City receives the signed Contracts and insurance documents, the City Attorney's office will review the Contract. Additionally, the City Attorney's office or the City's Risk Manager will review the required insurance. If the selected Proposer has not changed any terms of the Contract, and if the insurance conforms to the Contract's requirements, the City will sign the Contract and return an original of the Contract to the Proposer.

## **17. FORFEITURE OF PROPOSAL SECURITY**

17.1 If the Proposer fails to properly or timely submit each item set forth in Paragraph 16.5 of this RFP, any one or more of those failures will be just cause for the City's annulling the award, the Proposer's forfeiting the Proposal Bond (PF:7 to PF:9) or the Cashier's Check, the City's keeping the bond's or the check's proceeds, and— in the City's sole discretion— making an award to another Proposer whose Proposal is the next most acceptable to the City. As a replacement, the next chosen Proposer must fully perform this RFP and the Contract as if that Proposer were the party to whom the first award was made.

## **18. CITY'S RESERVATION OF RIGHTS**

18.1 This RFP and the proposal evaluation process do not:

18.1.1 Obligate the City to accept any Proposal; and

18.1.2 Constitute an agreement by the City that it will actually enter into any contract with any Proposer.

18.2 When it best serves the City's interests, the City may do any one or more of the following:

18.2.1 Reject any Proposal or all Proposals;

18.2.2 Extend the deadline for accepting Proposals;

18.2.3 Waive any or all information, defects, irregularities, or informalities in a Proposal;

18.2.4 Accept amendments to Proposals after the Proposal Deadline;

18.2.5 Amend, revise, or change the RFP's evaluation or selection criteria;

18.2.6 Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP, the Contract, or both;

18.2.7 Reissue a Request for Proposals;

18.2.8 Negotiate directly with any Proposer; or

18.2.9 Provide its own vehicle towing and storage services, or contract directly, without an RFP or bids, for those services.

## 19. LETTER OF OBJECTION; PROCEDURES

19.1 A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit a letter, clearly stating the specific objections, the areas of concern, and a proposed method for resolving the objections. The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence. The City must receive the letter of objection *on or before 4:00 p.m., November 13, 2015.* The City will not consider any verbal objection. The letter of objection must be addressed as follows and delivered to:

Glendale Police Department Traffic Bureau  
ATTN: Lieutenant Stewart Brackin  
131 North Isabel Street  
Glendale, CA 91206-4382

19.2 Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP, whether in whole or in part, needs revision, the City will prepare Addenda, as described in Section 7 of this RFP.

## 20. HOLIDAY, WEEKEND, CITY CLOSED - EXTENSION TO NEXT BUSINESS DAY

20.1 If the last day for performing an act under this RFP falls on a weekend, a legal holiday listed in either Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next business day.

## 21. CAMPAIGN CONTRIBUTIONS

21.1 (A) A Proposer and its subcontractors shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on the Proposer's and its subcontractors' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A Proposer who is awarded a contract with the City of Glendale or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more, in a fiscal year (July 1 – June 30) of City; and

- (2) A City Council member or Housing Authority member from voting on a contract in which a Proposer (or its subcontractor) has provided a campaign contribution.
- (B) Proposer acknowledges that even if Proposer's contract for labor, materials, or both, is less than \$50,000, Proposer still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:
  - (1) Proposer and the City add additional work, services, or materials to the contract which increases the contract's maximum cost to equal or exceed \$50,000 in a fiscal year (July 1 – June 30) of City; or
  - (2) City or the Housing Authority awards Proposer another contract which has a total anticipated or actual value of \$50,000 or more— or awards Proposer a combination or series of contracts which have a value of \$50,000 or more— in a fiscal year (July 1 – June 30) of City.
- (C) In submitting a Proposal, Proposer represents and certifies that:
  - (1) Proposer has read and fully understands the provisions of Municipal Code Section 1.10.060;
  - (2) Proposer will not: (a) make a prohibited campaign contribution to an individual holding City elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
  - (3) Proposer shall timely complete, return, and update one or more disclosure or reporting forms that City provides.



**EXHIBIT "A":**

**VEHICLE TOWING AND STORAGE AGREEMENT**

# DRAFT

## VEHICLE TOWING AND STORAGE AGREEMENT

THIS AGREEMENT ("**Agreement**") effective August 1, 2016 ("**effective date**"), is between the City of Glendale ("**City**"), a municipal corporation, and \_\_\_\_\_ ("**Contractor**"), a \_\_\_\_\_ (collectively, "**Parties**" or individually, "**Party**").

### RECITALS

1. **City** and its Police Department desire a tow and garage provider's work, services, and operations (collectively, "**services**") to move motor vehicles that are damaged, inoperative, abandoned, impounded, stolen, recovered, illegally parked, evidence of a crime, or left by persons arrested, and to store vehicles for safekeeping or other lawful reasons.
2. **City** and its Police Department desire to provide the public with dependable, expeditious towing and storage **services** by establishing Official Police Tow Services ("**OPTS**") and by setting minimum performance standards, specifications, and time limits (collectively, "**minimum performance standard**") to ensure quality **services**.
3. **City** has determined that an **OPTS** provider's **services** will benefit the Police Department in carrying out its duties and responsibilities of public assistance. Under Municipal Code Section 10.55.070, **City** may enter into a contract with a private-sector business to obtain public vehicle towing and storage **services**.
4. On October 23, 2015, **City** issued a "Request for Proposals for Official Police Tow Services" ("**RFP**"), which is attached as Exhibit "C" and is fully incorporated into this **Agreement** by this reference, describing **City's** need for towing and garaging **services**, and setting forth qualifications, conditions, and requirements for an **OPTS** provider.
5. On \_\_\_\_\_, **Contractor** submitted a "Proposal for Official Police Tow Services for District \_\_\_\_\_" ("**Contractor's Proposal**"), which is attached as Exhibit "D" and is fully incorporated into this **Agreement** by this reference.
6. On \_\_\_\_\_, the Glendale City Council ("**City Council**") adopted Resolution No. \_\_\_\_\_, which is

attached as Exhibit "E" and is fully incorporated into this **Agreement** by this reference. In that Resolution, the **City Council** accepted **Contractor's Proposal**, determined that **Contractor** is the most qualified firm to serve as **City's OPTS**, and awarded **Contractor** District \_\_\_\_\_, subject to the terms and conditions of that Resolution and this **Agreement**.

7. On \_\_\_\_\_, **City** mailed **Contractor** a "Notice of Intent to Award OPTS Contract — District \_\_\_\_\_," which is attached as Exhibit "F" and is fully incorporated into this **Agreement** by this reference.
8. **Contractor** is a duly organized and validly existing corporation under the laws of the State of California, and has the legal authority to provide, engage in, and carry out vehicle towing and storage **services**.
9. **Contractor** possesses the competence, experience, expertise, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform dependable towing and garaging **services**, to ensure quality service, and to provide utmost customer satisfaction. **Contractor** desires to furnish and perform the **services** described in this **Agreement**.

## **AGREEMENT**

**City** and **Contractor** agree as follows:

### **1. INCORPORATION OF RECITALS**

- 1.1 The Recitals constitute the factual basis upon which **City** and **Contractor** have entered into this **Agreement**. **City** and **Contractor** acknowledge the Recitals' accuracy, and therefore, incorporate them into this **Agreement**.

### **2. AGREEMENT'S TERM**

- 2.1 The term of this **Agreement** is three (3) years ("**Agreement's term**"), beginning on August 1, 2016, and ending on July 31, 2019 ("**initial expiration date**"), unless:

- (A) A **Party**, at any time, elects to end this **Agreement** for any reason, by giving the other **Party** written notice at least thirty (30) days before the intended termination date; or

(B) The **Agreement** ends sooner according to the terms elsewhere in this document.

2.2. Before the **initial expiration date**, City will have the option of renewing this **Agreement**, one (1) time, for a period of two (2) years. Exercise of the one-time renewal option is at the Chief of Police's sole discretion and requires the City Manager's written approval. Upon renewal, this **Agreement** is subject to new or additional terms and conditions. At least thirty (30) days before the **initial expiration date**, **City** shall give written notice to **Contractor** of **City's** decision on the renewal option.

2.3 Neither this **Agreement** nor a **Party's** having fully or partially performed it:

- (A) Obligates **City** to renew this **Agreement** after the **initial expiration date** or to enter into another contract of any kind or nature with **Contractor**;
- (B) Gives **Contractor** a past, current, future, vested, contingent, property, contractual, legal or equitable right, interest, or title to continue operating its towing and storage **services** for **City** beyond the **initial expiration date**; or
- (C) Prevents **City**, at any time during this **Agreement's** term or afterwards, from doing any one or more of the following:
  - (1) Establishing, owning, operating, or managing its own municipal tow **services**, or storage lot(s), or both; or
  - (2) Adopting, amending, or repealing an ordinance, resolution, or motion concerning the subject matter covered under this **Agreement**.

### 3. WHEN AGREEMENT TAKES EFFECT

3.1 Unless **City** states otherwise in writing, this **Agreement** takes effect after all of the following events have occurred:

- (A) The person who is authorized to bind **Contractor** to this **Agreement** has signed it and delivered it, with the required insurance, to **City**;
- (B) The City Attorney's office has approved this **Agreement** as to form;
- (C) The City Attorney or **City's** Risk Manager has approved **Contractor's** insurance; and

(D) The City Manager or a designee has signed this **Agreement**.

#### 4. **SERVICES**

4.1 This **Agreement** covers only "**non-consensual**" towing and storing situations, such as those:

- (A) Ordered or requested by **City's** Police Department or other **City** employees who are duly authorized by law to remove, impound, or store vehicles; or
- (B) Done without the vehicle owner's or driver's knowledge, consent, or authorization, regardless of whether the vehicle is on public or private property. Examples include, but are not limited to, when an owner or driver:
  - (1) Is arrested, detained, incapacitated, or physically unable to drive the vehicle; or
  - (2) Fails to either designate or express a preference for a particular towing company.

4.2 **Contractor** shall perform the **services** described in this **Agreement** according to this **Agreement's** terms, conditions, requirements, **minimum performance standards**, and the following documents:

- (A) **City's RFP** and the Addenda issued during the proposal period (Exhibit "C"); and
- (B) **Contractor's Proposal** (Exhibit "D").

#### 5. **COMPENSATION**

5.1 Except as this **Agreement** or the law provides, **Contractor** shall not receive any compensation from **City** for providing the **services** described in this **Agreement**. **Contractor's** compensation will come solely from its collecting towing and storage charges or fees, as described in Paragraph 37.5, from the vehicle's owner, the owner's agent, or other person who must **pay** them.

5.2 In place of **City's** paying compensation and in exchange for **Contractor's services**, **City** grants **Contractor**, during this **Agreement's term**, the **special privilege** and **exclusive right** of:

- (A) Identifying itself as one of **City's** "Official Police Tow Services";
- (B) Operating within a designated District;
- (C) Receiving the Police Department's calls for service; and
- (D) Furnishing the public with **non-consensual** vehicle towing and storage **services**.

## 6. **CONDUCT: DEBARMENT AND SUSPENSION**

**6.1 Contractor**, and its officers, agents, employees, and representatives (individually and collectively, "personnel") shall conduct business in an ethical, honest, courteous, orderly manner, endeavoring to maintain a high level of service to the public and to keep the confidence of the community.

**6.2** For purposes of this **Agreement**, "**criminal conviction**" or "**convicted**" means a plea of guilty, a verdict of guilty by a judge or jury, a plea of nolo contendere, or a forfeiture of bail.

**6.3 Contractor** certifies that **Contractor** and its owners, officers, or partners are not now, and were not in the three (3) years before this **Agreement's effective date**:

- (A) Subject to debarment, or suspension, or both, under a public (federal, state, county, local, **City**) contract, project, program, or award;
- (B) Criminally or civilly charged with, cited, or indicted for; **convicted** of; or liable under a civil judgment for; any one or more of the following:
  - (1) Fraud or another offense in obtaining, attempting to obtain, or performing a public (federal, state, county, local, **City**) contract, project, program, or award;
  - (2) Violating a state or federal antitrust statute; or
  - (3) Committing embezzlement, theft, forgery, bribery, falsifying or destroying records, making false statements, or receiving stolen property; or
- (C) Terminated for cause or default on a public (federal, state, county, local, **City**) contract, project, program, or award.

6.4 During this **Agreement's term**, **Contractor** shall immediately notify **City** when a circumstance or situation, described in Paragraph 6.3, occurs.

7. **CONTRACT ADMINISTRATION AND SUPERVISION**

7.1 The Police Department shall administer this **Agreement** on **City's** behalf. **Contractor** is under the direct supervision of the Chief of Police or a designee.

8. **LAWS**

8.1 **Contractor** shall comply with all (federal, state, county, local, **City**) laws, rules, regulations, orders, and procedures that govern:

- (A) Driving, operating, and maintaining its tow trucks, flat bed carriers, and lowboy tractor trailers (individually, "**tow unit**" and collectively, "**tow units**"); and
- (B) Removing, towing, impounding, storing, selling, lien selling, salvaging, junking, and releasing vehicles covered under this Agreement.

9. **AREA OF RESPONSE**

9.1 **Contractor** shall operate within its designated area, District \_\_\_\_\_. This District's boundaries are described in the "Districts of the Official Police Tow Services of the City of Glendale," which is attached as Exhibit "A," and is fully incorporated into this **Agreement** by this reference.

9.2 **Contractor** may operate outside its District only when the towing or service request does not conflict with the efficient management of traffic by the Police Department and when responding to a direct request from:

- (A) The owner or driver of an inoperative vehicle, an automobile service club, or a private repair facility acting at the vehicle owner's or driver's request;
- (B) The Police Department or Fire Department; or
- (C) Another Glendale **OPTS** provider.

9.3 When **City** requests towing or service for a vehicle located on the boundary line of **Contractor's** District and another City of Glendale **OPTS'** District, the police officer or parking enforcement employee shall decide

which **OPTS** provider to use. **Contractor** shall comply with Paragraph 15.1 and shall not contest that decision.

**9.4** After giving **Contractor** thirty (30) days advance written notice, **City** may change or alter a District, or Districts, at any time during this **Agreement's** term, in any one or more of the following ways:

- (A) Enlarge, reduce, or redraw a District's boundaries; or
- (B) Increase or decrease the number of Districts.

## **10. OWNERSHIP**

**10.1** Unless **Contractor** obtains the Chief of Police's or a designee's written authorization, **Contractor** shall not, directly or indirectly, have a financial or ownership interest in any one or more of the following:

- (A) Another City of Glendale **OPTS** firm;
- (B) An automobile dismantling or wrecking yard;
- (C) An automobile body or repair shop;
- (D) A used car business; or
- (E) Any other automobile-related business, other than an automobile towing and storage business.

## **11. PERSONNEL**

**11.1** Except as this **Agreement** provides, **Contractor** shall have sole responsibility for all recruiting, screening, testing, selecting, training, scheduling, supervising, compensating, promoting, disciplining, terminating, and performing all other functions related to **Contractor's personnel**, as necessary, to carry out **Contractor's** obligations under this **Agreement**.

**11.2** **Contractor** shall employ, provide, and maintain:

- (A) An adequate number of personnel to carry out this **Agreement's** obligations;
- (B) **Personnel** who:



- (1) Are competent and qualified to provide the services that this **Agreement** requires;
  - (2) Meet all applicable qualifications and certifications established by (federal, state, county, local, **City**) laws, rules, regulations, orders, and procedures;
  - (3) Are subject to **Contractor's** direct supervision at all times; and
  - (4) Provide the highest levels of customer service and courtesy, when interacting with the vehicle's owner or driver at the: scene of the tow, business office, storage facility, and vehicle release area; and
- (C) Competent and professional management according to industry standards and practices.

**11.3** At any time, if **City** determines that **Contractor** is employing an insufficient number of **personnel**, **Contractor** shall hire additional personnel as **City** determines is reasonably necessary to render the **services** required under this **Agreement**.

**11.4** **Contractor** shall fully comply with all (federal, state, county, local, **City**) laws, rules, regulations, orders, and procedures governing its personnel, including, but not limited to:

- (A) California Government Code Section 8355 for providing a drug-free workplace:
  - (1) **Contractor** certifies that it is in full compliance with that law's provisions.
  - (2) At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with documents or other records as evidence of **Contractor's** compliance with this law.
- (B) The Immigration Reform and Control Act of 1986 (Public Law 99-603; 8 U.S.C. Section 1324(a) for hiring, employing, and verifying the status of aliens and other persons:
  - (1) **Contractor** shall obtain from its **personnel** documentation of employment eligibility status, and **Contractor** shall retain that documentation for the time period that the law requires.

- (2) **Contractor** certifies that all its **personnel** performing **services** under this **Agreement** meet all laws for citizenship or alien status requirements.
  - (3) At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with documents or other records establishing **Contractor's personnel's** eligibility status.
- (C) California Code of Regulations, Title 8, Section 3203, Injury and Illness Prevention Program ("IIPP"), or any other procedures for implementing **personnel** safety:
- (1) For its **personnel**, **Contractor** shall:
    - (a) Furnish required safety equipment, garments, and devices; and
    - (b) Adopt and use practices, means, methods, operations, and procedures that are reasonably necessary to protect the life, safety, and health of its **personnel**.
  - (2) **Contractor** certifies that it is in full compliance with IIPP regulations or is lawfully exempt from those regulations' provisions.
  - (3) At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with **Contractor's** written policy manual for its **personnel's** safety, and all documents or other records as evidence of **Contractor's** IIPP compliance with or exemption from this law.
- (D) Affirmative action, anti-discrimination, equal employment, and business opportunity:
- (1) Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d, 2000e, *et seq.*);
  - (2) The Civil Rights Acts of 1866 and 1871 (42 U.S.C. Sections 1981 and 1983);
  - (3) The Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101, *et seq.*);
  - (4) California's Fair Employment and Housing Act (Government Code Section 12900 *et seq.*); and

- (5) **Contractor** certifies that it is in full compliance with these laws' provisions.
- (6) At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with **Contractor's** written employment and hiring practices and procedures, and all documents or other records as evidence of **Contractor's** compliance with these laws.

**11.5 Contractor** shall maintain a current list with the names, titles, and qualifications of **personnel** who provide **services** under this **Agreement**. At any time, upon **City's** request, **Contractor** shall furnish that list to the Chief of Police or a designee.

**11.6** During this **Agreement's** term, personnel whom **Contractor** hires, employs, or uses shall be required to submit Livescan fingerprints. The results of the Livescan shall be submitted to **City**. Additionally, during this **Agreement's** term, the Chief of Police or a designee may conduct a thorough background investigation of **personnel** whom **Contractor** hires, employs, or uses. The background check may include, but is not limited to: credit history, civil judgments, and **criminal convictions**. **Contractor** shall pay **City's** costs of investigating **Contractor's** personnel. If **City** performs the fingerprinting for **Contractor's** personnel, Contractor shall also pay **City's** cost for this service.

**11.7** For services that **Contractor** provides to **City** under this **Agreement**, **Contractor** shall not use or dispatch **personnel** who:

- (A) Are required to register as a sex offender under California Penal Code Section 290;
- (B) Have been **convicted** of any one or more of the following offense within the last ten (10) years:
  - (1) California Health & Safety Code Section:
    - (a) 11350 to 11391 (Possession, use, and sale of controlled substances);
  - (2) California Vehicle Code Section:
    - (a) 10851 to 10855 (Theft or unlawful taking of vehicle or vehicle parts);
- (C) Have been convicted of any one or more of the following offenses within the last seven (7) years:

- (1) California Vehicle Code Section:
  - (a) 14601.3 (Habitual traffic offender);
  - (b) 14601.4 (Causing bodily injury to another while driving with license suspended or revoked);
  - (c) 14601.5 (Driving with knowledge of suspension, revocation, or restriction of driving privilege);
  - (d) 20001 (Duty to stop at scene of injury accident);
  - (e) 20003 (Duty of driver upon injury or death);
  - (f) 20004 (Duty of driver to report accident upon death);
  - (g) 23104 (Reckless driving, bodily injury, prior conviction);
  - (h) 23153 (Driving under the influence);
  
- (2) California Penal Code Section:
  - (a) 118 (Perjury);
  - (b) 192 (Voluntary, involuntary, and vehicular manslaughter);
  - (c) 241 to 245.5 (Assault and battery);
  - (d) 529.5 (Deceptive appearance of government-issued identification cards and drivers' licenses);
  - (e) 529.7 (Falsely obtaining or assisting others in obtaining official documents issued by the DMV);
  - (f) 530.5 (Unauthorized use of personal identifying information to obtain credit, goods, services, or medical information in another person's name);
  - (g) 530.6 (Unlawful use of personal identifying information by another); or
  
- (3) A felony listed in California's Penal Code, including any felony charged as a misdemeanor under Penal Code Section 17(b)(4);

- (D) Have been convicted of any one or more of the following offenses within the last three (3) years:
- (1) California Penal Code Section:
    - (a) 537e (Removal or alteration of manufacturer's serial or identification mark); or
  - (2) California Vehicle Code Section:
    - (a) 31 (False information to peace officer);
    - (b) 10501 (False report of theft);
    - (c) 10750 (Altering or changing vehicle numbers);
    - (d) 10751 (Unlawful use or possession of manufacturer serial or identification numbers);
    - (e) 10752 (Possession or sale of manufacturer's or governmental serial numbers);
    - (f) 10801 (Ownership or operation of chop shop);
    - (g) 10802 (Alteration, destruction, forgery, or removal of vehicle identification numbers);
    - (h) 10803 (Possession, purchase, sale, or transfer of motor vehicle or parts that have been altered or defaced);
    - (i) 12500 (Unlawful to drive without valid license);
    - (j) 14601 (Driving when privileges suspended or revoked for certain offenses);
    - (k) 14601.1 (Driving when privileges suspended or revoked for other reasons);
    - (l) 14601.2 (Driving when privileges suspended or revoked for driving under the influence);
    - (m) 20002 (Duty of driver after accident when property is damaged);
    - (n) 22350 (Basic speed law);

- (o) 23103 (Reckless driving);
  - (p) 23104 (Reckless driving, bodily injury, prior conviction);
  - (q) 23109 (Speed contests);
  - (r) 23152 (Driving under the influence); or
- (E) Have been **convicted** of one or more criminal offenses that, in **City's** determination, may:
- (1) Disqualify the person from operating a vehicle under California or federal law;
  - (2) Impede, hinder, frustrate, delay, or affect this **Agreement's** performance; or
  - (3) Increase **City's** liability, risk, or exposure.

**11.8** **City** will give written notice to **Contractor**, advising **Contractor** of its personnel's ineligibility, under Paragraphs 11.6 and 11.7. **Contractor** may retain the disqualified individual and use that person for services other than those that **Contractor** provides to **City** under this **Agreement**.

**11.9** Before beginning the next work shift for **Contractor**, **Contractor's** tow unit drivers and operators shall report to **Contractor** an arrest or **criminal conviction** for an offense specified in California Vehicle Code Section 13377(a) [tow truck driver certificates], subparagraphs (1), (2), or (3). Upon receipt of this information, **Contractor** shall not use or dispatch these **personnel** for the **services** that **Contractor** provides to **City** under this **Agreement**.

**11.10** **Contractor** shall notify **City** of any labor negotiations that **Contractor** is conducting with its **personnel**, shall keep **City** fully informed of the progress and status of the negotiations, and shall permit **City** to observe the negotiations if **City** requests it.

## **12. INDEPENDENT CONTRACTOR STATUS**

**12.1** This **Agreement** is not intended, and must not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between **City** and **Contractor**. **Contractor** understands and acknowledges that:

- (A) **Contractor** is, and will be, an independent contractor while it performs its **services** under this **Agreement**;
- (B) **Contractor**, its **personnel**, and a subcontractor, subletter contractor, person, firm, entity, or organization (collectively, "**subcontractor**")— whom **Contractor** directly or indirectly hires, employs, or uses to provide or perform the services either described in Paragraph 19.3 or permitted elsewhere in this **Agreement**— are not:
  - (1) Employees or agents of **City** under any circumstance; and
  - (2) Entitled to receive from **City** a benefit, right, or emolument that **City** affords to its employees, including, but not limited to:
    - (a) Overtime, compensation time, sick leave, vacation leave, or holiday pay;
    - (b) California Public Employees Retirement System benefits, Social Security, or retirement savings;
    - (c) Medicare or insurance, including health, life, dental, long or short term disability; or
    - (d) Workers' compensation benefits.

**12.2 Contractor** has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom **Contractor** uses in performing services under this **Agreement**. **Contractor** shall:

- (A) Provide the required **services** in its own manner and method, except as this **Agreement** specifies; and
- (B) Treat a provision in this **Agreement** that may appear either to give **City** the right to direct **Contractor** as to the details of doing the work, or to exercise a measure of control over the work, as giving **Contractor** direction only as to the work's end result.

**12.3 Contractor** shall have sole responsibility for:

- (A) Paying its personnel's salaries, benefits, emoluments; disability, unemployment, and workers' compensation; and other expenses connected with this **Agreement**; and

- (B) Making all necessary payroll deductions for its **personnel**, including: insurance, Social Security, Medicare, income taxes, and other applicable withholdings or taxes,

**12.4** At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with **Contractor's** payroll and withholding records.

### **13. TRAINING**

**13.1 Contractor's** dispatchers, **tow unit** drivers and operators, and other **personnel** responsible for storing or releasing vehicles shall receive formal training from the Automobile Club of Southern California, the California Tow Truck Association, or other training facility approved by **City**. At a minimum, the training program must include instruction on:

- (A) Proper dispatch procedure;
- (B) **Tow unit** operation;
- (C) **Tow unit** and vehicle hook-up;
- (D) Accident recovery methods;
- (E) Locked-vehicle entry;
- (F) Safety techniques;
- (G) Care and custody of stored vehicles;
- (H) Demeanor and courtesy;
- (I) Hazardous materials handling; and
- (J) Changes in laws related to vehicle towing and storage.

**13.2** Instruction and training received from the California Highway Patrol or the California Department of Transportation (or either one's designee), under the program established in California Vehicle Code Section 2436.5, satisfy the training requirements in Paragraph 13.1.

**13.3 Contractor's** personnel shall receive the following minimum hours of training:

- (A) Within one (1) year from the date of hire, eight (8) hours of classroom training and eight (8) hours of hands-on training ("**initial training**"); and



- (B) After the **initial training**, eight (8) hours of classroom training and eight (8) hours of hands-on training every two (2) years ("**continuing training**").

**13.4 Contractor** shall pay all costs or fees for **initial training** and **continuing training** of its **personnel**.

**13.5** Within one-hundred-eighty (180) days after **Contractor** signs this **Agreement**, at **Contractor's** expense, **Contractor's tow unit** drivers and operators shall receive training and certification in adult cardiopulmonary resuscitation (CPR) **and a** basic first-aid course from the American Red Cross (ARC), a college or university, or other organization. ARC course #32400 (5.5 hours; CPR certification: 1 year; first-aid certification: 3 years) or equivalent training and certification will satisfy this Paragraph's requirements. During this **Agreement's term**, a person whom **Contractor** hires as a **tow unit** driver or operator shall receive the same training and certification that this Paragraph requires, within one-hundred-eighty (180) days after that person's hiring date.

**13.6** At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with documents or other records as evidence that **Contractor's** personnel have completed the initial training and continuing training programs, and CPR/first-aid certification.

## **14. LICENSES**

**14.1** During this **Agreement's term**, **Contractor** and its personnel shall obtain, maintain, and renew valid permits, licenses, certificates, authorizations, and other documents (collectively, "**requisite licenses**") as required by the federal, state, county, local, **City**, or other governmental or regulatory bodies to legally perform the services covered under this **Agreement**.

**14.2** At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with documents or other records as evidence that **Contractor**, or its personnel, or both, have the **requisite licenses**.

**14.3 Contractor** shall notify the Chief of Police or a designee within four (4) hours of **Contractor's** discovering a suspension, revocation, expiration, cancellation, termination, lapse, non-renewal, or restriction of **Contractor's**, or its personnel's, **requisite licenses**.

**14.4 Contractor's** failure to obtain, maintain, renew, or reinstate the **requisite licenses** constitutes Default under Paragraph 56.1 and a breach of this

**Agreement**, upon which **City** may immediately invoke a remedy listed under Paragraph 56.2, or allowed by law, or both.

15. **EMPLOYEES- COOPERATION**

15.1 **Contractor** and its **personnel** shall:

- (A) Abide by, and not contest, the decisions of **City's** police officers or parking enforcement employees;
- (B) Cooperate in recovering, removing, towing, transporting, storing, impounding, and releasing all vehicles covered under this **Agreement**; and
- (C) Follow all reasonable rules and regulations, which the Police Department may periodically prescribe, relating to **Contractor's** towing and storage **services**.

16. **TOW UNIT OPERATORS: ALCOHOL AND CONTROLLED SUBSTANCES TESTING**

16.1 At its expense, **Contractor** shall:

- (A) Comply with the controlled substances and alcohol use testing requirements of the United States Secretary of Transportation, as set forth in Part 382 [commencing with Section 382.101 of Title 49 of the Code of Federal Regulations ("**federal regulations**")], for its **tow unit** drivers and operators;
- (B) Perform a pre-employment test for controlled substances and alcohol use, complying with the **federal regulations**, on all applicants for employment as a **tow unit** driver or operator;
- (C) Perform annually a test for controlled substances and alcohol use, complying with the **federal regulations**, on all its **tow unit** drivers or operators; and
- (D) Within one-hundred-eighty (180) days after **Contractor** signs this **Agreement**, and upon **City's** request, any time during this **Agreement's term**, certify in writing to **City** that **Contractor's tow unit** drivers and operators have tested negative for alcohol use and each controlled substance specified in the **federal regulations**.

- 16.2** For purposes of Section 16, a negative test for alcohol use means an alcohol-screening test that shows a breath alcohol concentration of less than 0.02 percent.
- 16.3** If the California Highway Patrol, a government agency, or other municipality (collectively, "another **jurisdiction**") requires **Contractor's tow unit** drivers and operators to undergo annual testing under the **federal regulations** for controlled substances and alcohol use, and if the laboratory testing date is less than one (1) year old from the date on which **Contractor's tow unit** driver or operator was tested according to this **Agreement**, **City** will accept written evidence of a negative test result for each **tow unit** driver or operator whom **Contractor** had tested for **another jurisdiction**, in place of the written certification that **Contractor** shall furnish **City** under Paragraph 16.1(D).
- 16.4** **Contractor** shall keep confidential all test results conducted under Paragraph 16.1. **Contractor** shall not disclose or release the test results without the consent of the person tested, except as the law allows.
- 16.5** While providing **services** to **City** under this **Agreement**, **Contractor's tow unit** drivers and operators shall test negative for alcohol use and each controlled substance specified in the federal **regulations**. **Contractor** shall not place on duty:
- (A) An applicant for employment as a **tow unit** driver or operator, until **Contractor** has performed the pre-employment test for controlled substances and alcohol use, complying with the **federal regulations**, and the prospective employee has tested negative; or
  - (B) **A tow unit** driver or operator who failed to receive a negative test result.

**17. TOW UNIT OPERATOR'S RESPONSIBILITIES: DUTIES AT ACCIDENT SCENE**

- 17.1** While providing **services** to **City** under this **Agreement**, **Contractor** shall furnish **tow unit** drivers and operators who, at **all** times:
- (A) Are:
    - (1) Legally licensed under California's laws to operate **Contractor's tow units** and vehicles;
    - (2) Experienced and capable of competently performing all duties of a properly trained **tow unit** driver or operator;

- (3) Alert, careful, courteous, and competent in their driving habits;
  - (4) Neat and clean in appearance;
  - (5) Courteous and professional in their public contacts;
- (B) Wear:
- (1) A uniform or clothing (including pants, shirts, or jackets) approved by the Chief of Police or a designee
  - (2) An approved traffic safety vest, during the day and night, when outside the **tow unit**; and
- (C) Keep the interior cab of the **tow unit** neat and clean for customers.

**17.2** Unless **City** directs otherwise, **Contractor's tow unit** drivers and operators shall:

- (A) Perform all necessary work preliminary to towing a vehicle, including, but not limited to: removing a vehicle from a ditch or embankment, separating entangled vehicles, or disconnecting a vehicle's drive shaft.
- (B) Pick up and remove debris (including glass, plastic, metal, vehicle parts) at a vehicle collision site;
- (C) Spread soil or other absorbent material on the roadway and sidewalk when oil, grease, fuel, battery acid, antifreeze, brake fluid, transmission fluid, or hydraulic fluid (collectively, "**vehicle fluid**") is present; and
- (D) Collect, remove, and dispose of the **vehicle fluid** and debris, complying with all hazardous materials and waste management laws and regulations. However, **Contractor** shall request assistance from **City's** Fire Department for handling, cleaning, or disposing of liquid waste exceeding the resources of **Contractor's tow unit** drivers or operators on scene.

## **18. HAZARDOUS WASTE DISPOSAL; RECORDS**

**18.1 Contractor** shall maintain documents showing its lawful disposal of hazardous materials collected and removed from: an accident scene, **Contractor's** storage lots, and its disposal lot(s).

18.2 At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with those records.

19. **MINIMUM EQUIPMENT STANDARDS**

19.1 At its expense, **Contractor** shall acquire, provide, operate, and maintain:

- (A) **Tow units**, equipment, materials, and supplies necessary to expeditiously unlock, enter, upright, recover, separate, lift, move, and transport automobiles, motorcycles, sport utility vehicles, pick-up trucks, recreational vehicles, motor homes, buses, commercial trucks, truck tractors, semi-trailers, and combination trailers;
- (B) **Tow units** capable of sling, wheel lift, boom, and rollback towing of vehicles that are:
  - (1) Three or more axles;
  - (2) A combination of commercial trailers;
  - (3) "Oversize," as defined in the California Vehicle Code Sections 35000 to 35414, inclusive;
  - (4) A gross weight, laden or unladen, of 18,000 pounds or more;
  - (5) In a collision or overturned; or
  - (6) In an embankment, off road area, or underground structure;
- (C) The following number of **tow units** which conform to the California Highway Patrol's Classification ("CHP Class") for the gross vehicle weight rating ("GVWR") of a truck chassis<sup>1</sup>:
  - (1) A minimum of one (1) flatbed car carrier (Class A or Class B); **and**
  - (2) A minimum of four (4) light-medium duty tow trucks, consisting of:

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<sup>1</sup> <b><u>GVWR (Lbs.)</u></b>	<b><u>CHP Class</u></b>
Minimum 14,000	A
Minimum 33,000	B
Minimum 52,000	C
Minimum 54,000	D

- (a) At least one (1) light duty tow truck (Class A); and
- (b) At least one (1) medium duty tow truck (Class B); and
- (3) Two (2) additional tow trucks, whether (Class A), or (Class B), or both; **and**
- (4) A minimum of one (1):
  - (a) Heavy Duty tow truck (Class C); or
  - (b) Super Heavy Duty tow truck (Class D);
- (D) **Tow units** which have a manufacturer's date of:
  - (1) January 1, 2005, or later for (Class A) and (Class B); and
  - (2) January 1, 2000, or later for (Class C) and (Class D);
- (E) A minimum of one (1) lowboy tractor trailer; and
- (F) An air cushion recovery system.

**19.2 Contractor** shall not use or substitute one or more flatbed carriers in place of the minimum number of light duty tow trucks (Class A) and medium duty tow trucks (Class B).

**19.3** If **Contractor** does not have the minimum number of Heavy Duty towing tow trucks (Class C), or Super Heavy Duty towing tow trucks (Class D), and if **Contractor** has obtained the Chief of Police's or a designee's written authorization, **Contractor** may use the services of another company or firm who has those **tow units**. However, the **subcontractor** shall agree in writing to accept, perform, and comply with this **Agreement's** terms, conditions, requirements, and **minimum performance** standards when it provides Heavy Duty (Class C) towing **services**, Super Heavy Duty (Class D) towing **services**, or both.

**19.4 Contractor's** tow trucks must carry all of the following equipment:

- (A) First aid kit;
- (B) Two (2) traffic safety vests;
- (C) Fire extinguisher (Approved 4-B, C rating or better);

- (D) Flashlight;
- (E) Five (5) reflective triangles;
- (F) Two (2) ton floor jack;
- (G) Compressed air tank;
- (H) Slim Jim or similar device for unlocking vehicles;
- (I) Pry bar and wrecking bar (large pry bar);
- (J) Sledge;
- (K) Bolt cutter;
- (L) Safety chains;
- (M) Battery booster and cables;
- (N) Extension brake and tail lamps;
- (O) Equivalent of six (6) thirty (30) minute flares;
- (P) Five (5) gallon covered trash can with absorbent;
- (Q) Five (5) gallon water container;
- (R) Five (5) gallon gas container;
- (S) Broom;
- (T) Shovel; and
- (U) Shop rags or paper towels.

**19.5 At Contractor's expense, Contractor's tow units;**

- (A) Must be painted, kept clean, and maintained in good repair;
- (B) Must be properly licensed and approved for use in California;
- (C) Must be equipped, operated, and maintained according to California's Vehicle Code and Code of Regulations, this **Agreement's** specifications, and industry standards and practices;
- (D) Must display, on the left side and right side, the name of **Contractor's** firm, address, telephone number; and

(E) Must display, on the left side and right side doors, the following: "Official Police Tow Services for the City of Glendale" and City's official insignia.

**19.6 Contractor** shall file with the Traffic Bureau Commander a current list of **Contractor's tow units** and their load capacities.

**19.7 Contractor** shall dispatch to the towing location only **tow units** showing the name of **Contractor's** firm, unless the police officer at the scene approves the use of a tow unit that is unmarked or displays a name different from **Contractor's**.

**19.8** The police officer on scene shall determine if additional equipment or a **tow unit** with greater capacity is needed. If specialized Heavy Duty (Class C), or Super Heavy Duty (Class D) equipment is needed, **Contractor** shall use first the equipment and services of another **OPTS** provider, before requesting approval from the police officer to use the equipment from either a non-contract firm or a **subcontractor** with whom **Contractor** has an agreement or arrangement for **tow units** or specialized equipment. If **Contractor** is unable to supply the additional equipment or a **tow unit** with adequate capacity, the Police Department may use the services of another **City of Glendale OPTS** provider, or any other towing firm, without **City's** incurring any liability to **Contractor**.

**20. BUSINESS OFFICE: STORAGE AND DISPOSAL LOTS: MINIMUM REQUIREMENTS**

**20.1** At its expense, **Contractor** shall acquire, provide, operate, and maintain a minimum of one (1):

(A) Business office, where **Contractor** shall:

- (1) Keep its business records;
- (2) Accept payment from a vehicle's owner or agent for towing and storage charges; and
- (3) Resolve its customer's service complaint, damage/theft claim, or other concern;

(B) Primary storage lot, where **Contractor** shall:

- (1) Store vehicles being held for investigation, examination or evidence, or requiring special police handling or protection (collectively, "**police hold vehicle**");



- (2) Store vehicles with an appraised value of four-thousand dollars (\$4,000.00) or more;
  - (3) Store a vehicle's equipment, cargo, or contents with an appraised value of five-hundred dollars (\$500.00) or more; and
  - (4) Release a vehicle to its owner or the owner's agent; and
- (C) Secondary storage lot, where **Contractor** shall:
- (1) Store vehicles with an appraised value of less than four-thousand dollars (\$4,000.00);
  - (2) Store a vehicle's equipment, cargo, or contents with an appraised value of less than five-hundred dollars (\$500.00);
  - (3) Release a vehicle to its owner or the owner's agent; and
  - (4) Temporarily store other vehicles during an emergency, if **Contractor** has obtained the Chief of Police's or a designee's prior written authorization, and if **Contractor** has an attendant on duty at that lot.

**20.2** At its expense, **Contractor** may acquire, provide, operate, and maintain a separate disposal lot, where **Contractor** may store a discarded or junked vehicle. Alternatively, **Contractor** may operate or maintain the disposal lot on the same site as the business office, primary storage lot, or secondary storage lot.

**20.3** **Contractor's** business office, primary and secondary storage lots, or disposal lot, when located within Glendale, must conform to all (federal, state, county, local, **City**) laws, rules, regulations, orders, and procedures, including the requirements of the:

- (A) **City's** Municipal Code, Building & Safety Code, and Zoning Code;
- (B) **City's** Community Development Department.

**20.4** At its expense, **Contractor** shall:

- (A) During this **Agreement's term**, design, construct, operate, and maintain its business office, primary and secondary storage lots, and disposal lot in accordance with all applicable disability access laws and regulations, including the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*);

- (B) At any time, upon **City's** request, furnish the Chief of Police or a designee all certifications, documents, or other records as evidence of **Contractor's** compliance with all applicable disability access laws and regulations;
- (C) Install landscaping and screening (including decorative walls) at its primary and secondary storage lots, and disposal lot, when located in Glendale, to mitigate a negative visual impact of the facility, as determined by **City's** Planning Section; and
- (D) Maintain its business office, and its primarily and secondary storage lots:
  - (1) In good repair;
  - (2) In a safe, sanitary, neat, and clean condition; and
  - (3) Free of weeds, debris, and litter.

**20.5** If **Contractor's** business office, primary or secondary storage lots, or disposal lot is located in (or borders) a Glendale residential zone or other noise sensitive area, **Contractor** shall:

- (A) Ensure that its noise is controlled and is kept to a bare minimum; and
- (B) Take all reasonable measures to lessen noise levels, so that **Contractor's** telephones, radios, amplified sound systems, **tow units**, vehicles, machinery, equipment, and facility operations:
  - (1) Are not unreasonably loud, disruptive, or a nuisance; or
  - (2) Do not unreasonably interfere with the comfort, peace, quiet, or repose of the surrounding areas' inhabitants or businesses.

**20.6** **Contractor's** business office must be:

- (A) Located:
  - (1) Within a fully enclosed building, excluding a trailer, shed, cargo container, tent, or mobile office; and
  - (2) On the same property as **Contractor's** primary storage lot; and
- (B) Equipped with:

- (1) An exterior sign, visible to the public from the street and at night, identifying the facility as a towing and storage business;
- (2) A sanitary, clean, and neat customer waiting area—measuring not less than forty (40) square feet in floor space— with at least three (3) chairs for customers' use;
- (3) A sanitary, clean, and neat restroom for customers' use; and
- (4) A non-pay telephone for customers' use for local calls, and long distance calls **with** customers' credit or calling card.

**20.7 Contractor's primary storage lot must be:**

- (A) Located within:
  - (1) The City of Glendale in an IND, IMU, or IMU-R zone; or
  - (2) One-half (1/2) mile outside of the City of Glendale's incorporated limits;
- (B) Equipped with:
  - (1) An indoor, clean, well-lit, enclosed, temperature-controlled, segregated area with a concrete floor, secured from unauthorized entry by lock and surveillance camera, for storing at least two (2) **police hold vehicles** for a period up to seventy-two (72) hours;
- (C) At least five thousand (5,000) square feet of accessible and usable space for storing and releasing vehicles covered under this Agreement;
- (D) Entirely surfaced with either concrete or asphaltic material;
- (E) Free of holes and decomposed or broken areas;
- (F) Fenced;
- (G) Lighted during hours of darkness to afford visibility and safety to all portions of the facility; and
- (H) Monitored by:
  - (1) A person or persons, physically present on site, providing surveillance and security detail, twenty-four (24) hours per day, every day of the year, to ensure impounded or stored

vehicles and their contents are safe from theft, damage, or destruction; or

- (2) Surveillance cameras and other security measures or devices providing **maximum** protection and operating twenty-four (24) hours per day, every day of the year.

**20.8 Contractor's secondary storage lot must be:**

- (A) Located within:
  - (1) The City of Glendale in an IND, IMU, or IMU-R zone; or
  - (2) One-half (1/2) mile outside of the City of Glendale's incorporated limits;
- (B) At least five thousand (5,000) square feet of accessible and usable space for storing and releasing vehicles covered under this **Agreement**;
- (C) Entirely surfaced with either concrete or asphaltic material;
- (D) Free of holes and decomposed or broken areas;
- (E) Fenced;
- (F) Lighted during hours of darkness to afford visibility and safety to all portions of the facility; and
- (G) Maintained with security measures or devices providing protection, to ensure stored vehicles and their contents are safe from theft, damage, or destruction.

**20.9** As an alternative to the separate lots and 5,000 minimum square footage requirements of Paragraphs 20.7(C) and 20.8(B), **Contractor** may operate the secondary lot within the primary lot's confines, if **Contractor** acquires, provides, operates, and maintains a primary lot that has ten thousand (10,000) square feet or more of accessible and usable space for storing and releasing vehicles covered under this **Agreement**. Although **Contractor** may operate the secondary lot on the same site as the primary lot, the area set aside for the secondary lot must fully conform to the primary lot's requirements in Paragraphs 20.7.

**20.10** If **Contractor** elects to acquire, provide, operate, or maintain a disposal lot, **Contractor's disposal lot** must be:

- (A) Located within:

- (1) The City of Glendale in an IND, IMU, or IMU-R zone; or
- (2) One-half (1/2) mile outside of the City of Glendale's incorporated limits; and

(B) Fenced.

**20.11** At its primary and secondary storage lots, and disposal lot, **Contractor** shall provide and maintain adequate off-street parking space for parking, storing, or placing its **tow units**. On any public property, street, or alley, **Contractor** and its personnel shall not:

(A) Park, store, or leave a **tow unit**; and

(B) Allow more than one (1) **tow unit** to remain at any one (1) location—or within three hundred (300) feet of that same location—for a period of time exceeding one (1) hour.

**20.12** Except as Paragraph 20.13 provides, during this **Agreement's term**, **Contractor** shall not:

(A) Relocate or move its business office, primary or secondary storage lots, or disposal lot; or

(B) Rent, lease, or use the business office, primary or secondary storage lots, or disposal lot of another City of Glendale **OPTS** provider, or any other towing firm, as a substitute or replacement for, or in satisfaction of, the facilities that **Contractor** must acquire, provide, operate, and maintain under this **Agreement**.

**20.13** Before **Contractor** can operate a facility at a new location, or before **Contractor** can rent, lease, or use a facility of another City of Glendale **OPTS** provider, or any other towing firm, the Chief of Police or a designee shall inspect the facility. If the Chief of Police or a designee approves the facility, its location, and **Contractor's** use of it, **Contractor** will receive written authorization. **Contractor** shall fully comply with all terms, provisions, restrictions, or conditions that may be included in the authorization.

**20.14 Reserved— Required Repairs, Improvements, and Upgrades**

**20.15** **Contractor's** failure to comply with the provisions in Paragraphs **20.12**, **20.1.3**, or **20.14** constitutes **Default** under Paragraph **56.1** and a breach of this **Agreement**, upon which **City** may immediately invoke a remedy listed under Paragraph **56.2**, or allowed by law, or both.

## 21. DISPATCH REQUIREMENTS

**21.1 Contractor** shall have the capability of receiving telephone calls from **City** and dispatching **tow units** twenty-four (24) hours per day, every day of the year. At its expense, **Contractor** shall obtain, operate, and maintain:

- (A) A central dispatching facility, located in its business office or on its primary storage lot;
- (B) One (1) dedicated, non-dial telephone line between its dispatcher and the Police Department's communications center; and
- (C) A two-way radio, other than citizens band, allowing communication between its dispatcher and its tow **unit** drivers and operators.

**21.2** At its expense, **Contractor** may equip its **tow units** with radio receivers to "monitor" the Police Department's transmissions. However, **Contractor's** radio communication equipment in its **tow units** must not have the capability of "transmitting" calls on any radio or other communication frequency that Glendale's Police Department transmits or uses.

**21.3 Contractor's** dispatcher(s):

- (A) Shall be available at all times, twenty-four (24) hours a day, every day of the year to receive service calls from **City**;
- (B) Shall answer **City's** telephone service call within six (6) rings; and
- (C) Shall provide other **services** as the Chief of Police or a designee may reasonably require.

## 22. RESPONSE TIME: TIMEKEEPING AND DELAYS: TOW UNIT DISPATCH LOG

**22.1** For purposes of this **Agreement**, "**response time**" means the elapsed time between **City's** tow service request to **Contractor** and the **tow unit's** arrival on scene.

**22.2** Within its District, **Contractor's response time** to a Police Department service call must not exceed the time limits below on any day of the week:

Fifteen (15) minutes between the hours of 7:00 a.m. and 6:59 p.m.; and  
Thirty (30) minutes between the hours of 7:00 p.m. and 6:59 a.m.

**22.3** If a delay in the **response time** may or will occur, **Contractor's** dispatcher shall immediately notify the Police Department's communications center, state the reason for the delay, and give the revised or expected arrival time. Upon receipt of that information, **City** may wait for the **tow unit** or

cancel the request. **City** may use the **services** of another City of Glendale **OPTS** provider, or any other towing firm, without **City's** incurring any liability to **Contractor**.

- 22.4** After a delay in **Contractor's response time** has occurred, **City's** Traffic Bureau Commander may require **Contractor** to provide a written report accounting for the delay(s), or any other dispatch or service related inquiry. **Contractor** shall submit the written report to the Police Department within ten (10) days of the request, unless the Traffic Bureau Commander specifies a different time period.
- 22.5** For each tow request by **City**, **Contractor** shall maintain a **tow unit** dispatch log, containing the following information:
- (A) The date and time that **Contractor** received a service call from **City**;
  - (B) The time **Contractor** dispatched its **tow unit**;
  - (C) The full name of the **tow unit** driver or operator whom **Contractor** dispatched;
  - (D) The location to which **Contractor** dispatched its **tow unit**; and
  - (E) The time of the **tow unit's** arrival on scene.

## **23. PRIORITY TO CITY'S CALLS**

**23.1 Contractor** shall give priority service to:

- (A) Calls from **City**; and
- (B) A call from a citizen when a child is locked in a vehicle.

**23.2 Contractor** shall not give priority service to a citizen-requested service call that:

- (A) Is merely a convenience to the motorist;
- (B) Does not involve:
  - (1) Public safety; or
  - (2) Police Department or Fire Department resources on scene; or

- (C) Does not describe a situation or accident impairing vehicular traffic movement.

## 24. **CONSENSUAL TOW SERVICE REQUEST; BUSINESS SOLICITATION**

**24.1** Upon the vehicle owner's or driver's request, the police officer at the scene may call the tow service of: an automobile service club, an automobile manufacturer's road side assistance program, a membership organization, or other tow service that is not subject to this **Agreement** (collectively, a "consensual tow **service** "), if a traffic hazard or safety hazard does not exist. **City** shall not incur any liability to **Contractor**, the vehicle's owner or driver, or any person or entity for calling, or refusing to call, a **consensual tow service** to the scene.

**24.2 Contractor** and its **personnel** shall not:

- (A) Solicit any tow-related business at the scene of an accident, collision, or traffic hazard; or
- (B) Park a **tow unit**, or allow it to remain, within five-hundred (500) feet of the scene of an accident, collision, or traffic hazard, unless the **tow unit's** driver or operator received a service request from:
  - (1) **City**;
  - (2) The owner or driver of a vehicle involved in the accident, collision, or traffic hazard; or
  - (3) An insurance adjuster or private repair facility acting on the vehicle owner's or driver's behalf.

## 25. **PLACES TO WHICH VEHICLE MUST BE TOWED**

**25.1 Contractor's personnel** shall inform the owner or driver of a vehicle that:

- (A) **Contractor** will not perform the vehicle's repairs: and
- (B) **Contractor** can tow the vehicle to:
  - (1) A repair facility of the owner's or driver's choice; or
  - (2) Another location other than **Contractor's** storage lot or garage.



**25.2** Except for a vehicle impounded or stored at **City's** request, **Contractor's personnel shall:**

- (A) Ask the owner or driver where to take the vehicle; and
- (B) Tow the vehicle to the specified destination.

**25.3** If the owner or driver declines to specify a destination, is unable to do so, or is not at the scene of removal, **Contractor** shall tow the vehicle to **Contractor's** primary storage lot or other place that **City** may have approved. After **Contractor** has determined the vehicle's value, **Contractor** shall store it at the appropriate storage lot, as Paragraph 20.1 requires.

**25.4** For vehicles impounded or stored at **City's** request, **Contractor** shall tow the vehicle to **Contractor's** primary storage lot or other place that **City** may have approved. After **Contractor** has determined the vehicle's value, **Contractor** shall store it at the appropriate storage lot, as Paragraph 20.1 requires.

## **26. CONTRACTOR'S COERCION**

**26.1 Contractor** and its **personnel** shall not:

- (A) Use coercion or pressure of any kind upon the owner or driver, whose vehicle is covered under this **Agreement**, to have it towed to **Contractor's** storage lot or garage;
- (B) Waive or rebate towing or storage charges as an inducement to the owner or driver to select **Contractor's** facility;
- (C) Accept any money or anything of value from a repair shop, in exchange for delivering or arranging for the delivery of a vehicle that **Contractor** does not own, for the purpose of storage or repair, except as California Vehicle Code Section 12110 allows; or
- (D) Coerce, unduly influence, or mislead the owner or driver to believe that **Contractor** must perform a repair.

## **27. IMPOUNDS: REPORTS: RELEASE**

**27.1** For vehicles stored or impounded at **City's** request, the police officer on scene who ordered the storage or impound shall complete an impoundment and storage report (California Highway Form #180). Both the officer and **Contractor's tow unit** driver or operator shall sign the form, and the **tow unit** driver or operator will receive a copy of it.

**27.2** For vehicles towed from the scene of a collision or other incident and deemed an "owner's tow request," **Contractor's tow unit** driver or operator may request the police officer, who is ordering the tow on the vehicle owner's or driver's behalf, to sign or initial a tow request form, in the vehicle owner's or driver's absence.

**27.3** When the Police Department impounds a vehicle for unpaid parking citations, lack of current registration, a violation of the law, or another reason, **Contractor** and its **personnel** shall not release the vehicle to the owner or the owner's agent, unless authorized in writing by the police officer, investigator, or supervisor responsible for the vehicle's impoundment.

## **28. MONTHLY STORAGE REPORTS TO CITY**

**28.1** For purposes of this **Agreement**, "**personal property**" means items that are not permanently installed or affixed to the vehicle, including, but not limited to: papers, books, transportable cellular telephones, pullout radios or DVD players, cassette tapes, compact or digital video discs, portable radios or stereos, clothes, merchandise, luggage, briefcases, back packs, tools, cameras, or computers.

**28.2** For every vehicle towed, stored, or impounded under this **Agreement**, **Contractor** shall keep a storage record that lists:

- (A) The registered and legal owners' names and addresses, if ascertainable;
- (B) The vehicle make, vehicle identification number, and license number;
- (C) The location from which the vehicle was towed;
- (D) The date and time the vehicle was towed from the location;
- (E) The name of the officer who ordered the tow;
- (F) Whether the vehicle was towed, stored, or impounded at the officer's request;
- (G) The date and time that the vehicle arrived at **Contractor's** facility;
- (H) The date, time, and the location where **Contractor** performed an inventory of **personal property** left in or upon the vehicle;

- (I) The date, time, and the name of the police officer, investigator, or supervisor who authorized the release of a **police hold vehicle**;
- (J) The date, time, name, address, telephone number, and drivers' license number of the person to whom **Contractor** released the vehicle; and
- (K) The total amount of all itemized charges and fees collected from the vehicle's owner, the owner's agent, or other person.

**28.3** Before the tenth (10th) day of each month, **Contractor** shall notify the Traffic Bureau Commander in writing of impounded or stored vehicles that **Contractor** has held for thirty (30) days or more.

## **29. PROTECTION OF TOWED, STORED, IMPOUNDED VEHICLES AND CONTENTS**

**29.1** **Contractor** shall have sole responsibility for the reasonable care, protection, and safekeeping of each towed, stored, recovered, or impounded vehicle, and all articles of **personal property** left in or upon any portion of the vehicle, until it has been released to its owner or the owner's agent, or disposed of in the manner that the law permits.

**29.2** **Contractor** shall:

- (A) Complete and maintain a vehicle inventory report that lists all articles of **personal property** left in or upon the vehicle;
- (B) Lock and secure all vehicles when it is possible to do so; and
- (C) Identify on the vehicle inventory report any article of **personal property** removed from the vehicle.

**29.3** Except for an *impounded* vehicle, and except for a **police hold vehicle** described in Section 30, **Contractor** shall permit the owner or the owner's agent to remove **personal property** in or upon any portion of a **stored** vehicle, other than items constituting vehicle parts.

**29.4** For a towed, recovered, impounded, or stored vehicle, **Contractor** and its **personnel** shall not:

- (A) Move or remove the vehicle from the City of Glendale, for storage or any other reason, unless:
  - (1) This **Agreement** authorizes **Contractor** to operate or maintain its primary lot, or secondary lot, or both, outside the City of Glendale's incorporated limits; or

- (2) Authorized in writing by the police officer, investigator, or supervisor responsible for the vehicle's towing, recovery, impoundment, or storage;
- (B) Move or remove the vehicle's parts, equipment, accessories; or
- (C) Park, store, or leave the vehicle— temporarily or otherwise—on any public property, street, or alley.

**30. PROTECTION, HANDLING OF "POLICE HOLD" VEHICLE AND ITS CONTENTS**

**30.1** When **Contractor** stores a **police hold vehicle**, **Contractor** shall:

- (A) Take all reasonable precautions that the Police Department requires to protect the vehicle and any evidence in or on it (including fingerprints or stains) from dust, dirt, other elements, or sources of contamination; and
- (B) Follow the Police Department's rules, procedures, orders, or directives for entering, exiting, and securing the area where **Contractor** stores a **police hold vehicle**.

**30.2** Until authorized in writing by the police officer, investigator, or supervisor responsible for a **police hold vehicle**, **Contractor** and its **personnel** shall not:

- (A) Move or remove:
  - (1) That vehicle from the City of Glendale, for storage or any other reason, unless this **Agreement** authorizes **Contractor** to operate or maintain its primary lot, or secondary lot, or both, outside the City of Glendale's incorporated limits;
  - (2) That vehicle's parts, equipment, or accessories; and
  - (3) An article of **personal property** in or upon any portion of that vehicle;
- (B) Permit unauthorized persons to have access to that vehicle;
- (C) Allow the vehicle's owner, the owner's agent, or any other person to remove or take an article of **personal property** in or upon any portion of that vehicle; and
- (D) Park, store, or leave that vehicle— temporarily or otherwise— on any public property, street, or alley.

**31. LOSS OR DAMAGE TO VEHICLE ACCESSORIES AND PERSONAL PROPERTY**

**31.1** For purposes of this **Agreement**, "custody" means and occurs when, whichever event happens earliest in time:

- (A) The **tow unit** driver or operator, or any other **personnel** of **Contractor**, receives the vehicle's door or ignition key;
- (B) The **tow unit**, or other equipment, machinery, or tool of **Contractor**, first connects to any part of the vehicle, regardless of whether the vehicle is upright or raised off the ground;
- (C) The **tow unit** driver or operator, or any other **personnel** of **Contractor**, first enters or moves any part of the vehicle; or
- (D) The vehicle is first placed upon **Contractor's tow unit**, vehicle, equipment, premises, lot or facility.

**31.2** Regardless of the event, circumstance, peril, or person causing or contributing to the loss, damage, or destruction, when **Contractor** obtains **custody** of a vehicle, or while it is in **Contractor's** possession, care, or control:

- (A) **Contractor** is solely responsible for the loss of, or the damage or the destruction to:
  - (1) The vehicle, or any part of it;
  - (2) Any of the vehicle's accessories or ancillary equipment; or
  - (3) Any article of **personal property** left inside, outside, or attached to the vehicle; and
- (B) City, its Police Department, and the officers, agents, employees, and representatives of City and its Police Department shall not be liable to the vehicle's owner, driver, or passenger, or to any other person or entity, for:
  - (1) Any loss of, or damage or destruction to, any one or more of the items of property listed in Paragraph 31.2(A); and
  - (2) Any direct, indirect, incidental, consequential, or special damages of any kind or nature.

**32. DAMAGE APPRAISALS**

**32.1** For the purpose of **City's** estimating or appraising damages to a vehicle, **Contractor** shall allow the officers, agents, employees, and representatives of **City** and its Police Department to enter **Contractor's** premises and to examine, inspect, and photograph all vehicles stored or impounded at **Contractor's** storage lots or any other facility.

**33. ACCIDENT INVESTIGATION: CLAIM OR LAWSUIT NOTIFICATION**

**33.1** For a vehicular accident or collision, property damage, bodily injury or accidental death, personal injury, or advertising injury (collectively, "**incident**") arising out of, or in any way relating to, **Contractor's**, its **personnel's**, or a **subcontractor's services** under this **Agreement**, **Contractor** shall:

- (A) Assist and cooperate fully with **City** in its investigation of an **incident**; and
- (B) Complete a written report about an **incident** and submit it to the Chief of Police or a designee, within five (5) days after the **incident's** occurrence.

**33.2** Within two (2) days after **Contractor** receives— or is notified about— a claim, or a lawsuit, or both, arising out of, or in any way relating to, services under this **Agreement** provided or performed by **Contractor**, its **personnel**, or a subcontractor, Contractor shall provide **City** with:

- (A) A copy of the claim, or the lawsuit, or both; and
- (B) All data, information, and documents that, in any way, relate to the claim, or the lawsuit, or both.

**34. TIME LIMITS FOR: CUSTOMER CALLS, VEHICLE RELEASE, AND CUSTOMERS IN LINE**

**34.1** **Contractor** shall have a sufficient number of competent and courteous **personnel** available:

- (A) Twenty-four (24) hours a day, every day of the year, to answer its customer telephone line(s) within:
  - (1) Three (3) minutes or less of any incoming call, Monday through Friday, between 7:00 a.m. and 6:59 p.m.;

- (2) Two (2) minutes or less of any incoming call, Monday through Friday, between 7:00 p.m. and 6:59 a.m.;
  - (3) Three (3) minutes or less of any incoming call, any weekend (all hours); and
  - (4) Two (2) minutes or less of any incoming call, any legal holiday, as listed in Municipal Code Section 3.08.010 or California's Government Code;
- (B) Twenty-four (24) hours a day, every day of the year, to release a vehicle at the request of the vehicle's owner or agent, or **City's** Police Department, within:
- (1) Thirty (30) minutes of the request on any Monday through Friday between 7:00 a.m. and 6:59 p.m.;
  - (2) One (1) hour of the request on any Monday through Friday between 7:00 p.m. and 6:59 a.m.;
  - (3) One (1) hour of the request on any weekend (all hours); and
  - (4) One (1) hour of the request on any legal holiday, as listed in Municipal Code Section 3.08.010 or California's Government Code: and
- (C) At its business office, to ensure that no more than:
- (1) Three (3 ) customers are in line, and no customer has to wait in line for more than ten (10) minutes, between 7:00 a.m. and 6:59 p.m., on any day of the week, except for a legal holiday, as listed in Municipal Code Section 3.08.010 or California's Government Code: or
  - (2) Six (6) customers are in line, and no customer has to wait in line for more than twenty (20) minutes, between 7:00 a.m. and 6:59 p.m., on a legal holiday, as listed in Municipal Code Section 3.08.010 or California's Government Code.

**34.2 Contractor's personnel**, who answer customer telephone calls concerning a vehicle's release, shall provide all of the following information to the caller:

- (A) The address, with directions, of the business office where the vehicle's owner or the owner's agent will pay any fees or charges;
- (B) The address, with directions, of the storage lot where **Contractor** will release the vehicle;

- (C) The documentation required for obtaining the vehicle's release;
- (D) The total amount of all assessed charges and fees; and
- (E) The methods of payment.

**35. CUSTOMER SERVICE COMPLAINTS: PROCEDURES: RESPONSE**

**35.1** Within one-hundred-eighty (180) days after **Contractor** signs this **Agreement**, and upon **City's** request anytime during this **Agreement's term**, **Contractor** shall provide **City** with **Contractor's**:

- (A) Written process and procedures for investigating, tracking, and resolving a customer's:
  - (1) Service complaint;
  - (2) Claim for a refund of **Contractor's** charges or fees; and
  - (3) Claim for vehicular damage or theft.
- (B) Complaint and damage/theft claim forms.

**35.2** **Contractor's** process, procedures, and forms are subject to **City's** written approval. At any time during this **Agreement's term**, **City** may require **Contractor** to modify them, and **Contractor** shall make the required changes.

**35.3** **Contractor** shall respond in writing to a customer's service complaint or damage/theft claim, within ten (10) days after **Contractor's** having received it. At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with a copy of the customer's complaint or damage/theft claim, **Contractor's** written response to it, and all other documents related to it.

**36. SERVICES FOR CITY**

**36.1** Upon **City's** request, **Contractor** shall provide **City** with:

- (A) Towing and storing for all **City** vehicles— including refuse haulers, fire trucks, ambulances, and inoperative **City** vehicles— located within Glendale or within five (5) miles outside of **City's** incorporated limits;
- (B) Routine roadside **services**, including, but not limited to:



- (1) Unlocking a vehicle;
  - (2) Inflating or changing tires;
  - (3) Providing gasoline; or
  - (4) Jump starting a battery;
- (C) Storage— for up to twelve (12) months— for a maximum of seven (7) vehicles that City needs to hold for investigation, evaluation, evidence, court proceedings, or other lawful reason; and
- (D) Towing and storage **services**, when **City** requests them, for special community events that City organizes, sponsors, or operates.

**36.2** When **Contractor** performs one or more of the services listed in Paragraph 36.1, **City** shall reimburse **Contractor** according to the provisions described in Paragraph 37.4.

### **37. RATES, FEES AND CHARGES**

**37.1 Contractor's** rates, charges, and fees for **non-consensual** towing, storing, or performing other **services** covered under this **Agreement**:

- (A) Must be uniform and reasonable; and
- (B) Must not exceed the rates, charges, and fees set forth in the "Schedule of Rates and Charges for the City of Glendale's Official Police Tow Services" ("**Schedule**"), which is attached as Exhibit "B," and is fully incorporated into this **Agreement** by this reference.

**37.2 Contractor** shall not collect from a person seeking the release of a vehicle covered under this **Agreement**:

- (A) Any amount exceeding the **Schedule's** rates, charges, and fees; or
- (B) Additional charges for special equipment or **services** necessary to prepare vehicles for towing or storage, except as the Schedule provides.

**37.3** When a person seeks a vehicle's release, **Contractor** shall:

- (A) Provide the person with an itemized statement of the **services** performed, labor rendered, and the corresponding charges; and

- (B) Furnish the person with the itemized statement without demanding payment as a condition for receiving the statement.

**37.4** When this **Agreement** or the law requires **City** to pay or reimburse **Contractor** for towing, road service, impoundment, storage, or any other **services**:

- (A) **City** shall pay **Contractor** the daily rate for each service item listed in the **Schedule**;
- (B) At **Contractor's** discretion or election, **Contractor** may reduce, or waive in full, any one or more of the following:
  - (1) The daily rate for each service item; or
  - (2) The total amount for all service items; and
- (C) **City** shall not be liable to **Contractor** for interest or late charges for a late payment.

**37.5 Contractor** shall:

- (A) Collect all towing, transporting, road service, storage, lien sale, and other charges that this **Agreement** or the law allows from the vehicle's owner or the owner's agent, or from a person, firm, entity, or organization who lawfully must pay the charges or fees; and
- (B) From the monies collected under Paragraph 37.5(A), pay its **subcontractor** who, under Paragraph 19.3, provides **Contractor** with Heavy Duty tow truck (Class C) services or Super Heavy Duty tow truck (Class D) **services**.

**37.6** Except as this **Agreement** or the law provides, **City** and its Police Department and the officers, agents, employees, and representatives of **City** and its Police Department shall not be liable to any one or more of the following persons, firms, or entities for payment, nonpayment, or reimbursement of a fee or a charge that **Contractor** and its **personnel** can collect under this Section:

- (A) **Contractor**, its **personnel**, or its **subcontractor**;
- (B) The vehicle's owner or the owner's agent; or
- (C) A person, firm, entity, or organization who pays the fee or the charge.

**37.7** When **Contractor** tows a vehicle from private property at the request of either the property's owner or anyone else— other than the vehicle's owner or driver—("**private tow**"):

- (A) **Contractor** tows the vehicle as an independent entity and not in any relation to **City**:
- (B) **Contractor** shall:
  - (1) Comply with the laws, rules, regulations, orders, and procedures for a **private tow** under applicable federal law, or state law, or both; and
  - (2) Charge only lawful rates or fees for a private tow under applicable federal law, or state law, or both; and
- (C) **Contractor's personnel** shall not:
  - (1) Verbally identify themselves as City of Glendale **OPTS**; or
  - (2) Wear clothing with **City's** name or corporate seal.

## **38. RATES, FEES AND CHARGES – ADJUSTMENT**

- 38.1** During this **Agreement's term**, **Contractor** may submit to the Chief of Police a written request for a change of rates. In its rate adjustment request, **Contractor** shall list the current charges or rates and the proposed charges or rates. **City** may require **Contractor** to provide **City** with verifiable profit or loss information before **City** evaluates the rate adjustment request. The proposed rates must not exceed the maximum towing, storage, and labor charges that the City of Los Angeles Police Commission adopts for its Official Police Garages whose contracts are on an "open bid" basis.
- 38.2** Within thirty (30) days after receiving **Contractor's** rate adjustment request, the Chief of Police shall review it and shall submit a written recommendation to the City Manager. Within thirty (30) days after the City Manager receives the Chief of Police's recommendation, the City Manager, or a designee, shall grant or deny the request. If the rate adjustment is approved, the City Manager shall select the day on which the new charges will go into effect.
- 38.3** If the City Manager, or a designee, takes no action on the rate adjustment request within the thirty (30) day period that Paragraph 38.2 specifies, **City** will treat the rate adjustment request as if it were approved, and the rates in the request will go into effect on the fifteenth (15th) day following expiration of the 30-day period for the City Manager to act on the request.

**39. RATES, FEES, AND CHARGES - DISPUTES**

**39.1** A person whose vehicle is subject to the rates, fees, or charges set forth in this **Agreement**, and who disputes the charges listed in **Contractor's** itemized bill, may bring the dispute for a decision before City's Claims Board, or a person whom the Chief of Police may designate. That decision is final, binding on **Contractor**, and non-appealable by **Contractor**.

**40. REQUIRED FORMS OF PAYMENT**

**40.1** As payment for **Contractor's services**— including towing, roadside assistance, storage, lien sale, or any other service, charge, fee, or expense covered under this **Agreement**— **Contractor**:

(A) Shall accept from the vehicle's owner, the owner's agent, or any other person who lawfully must pay the rates, fees, or charges set forth in this **Agreement**, all of the following:

- (1) Cash;
- (2) Bank or financial institution debit card; and
- (3) Credit card, including but not limited to: MasterCard, Visa, American Express, Discover; and

(B) May accept from the vehicle's owner, the owner's agent, or any other person who lawfully must pay the rates, fees, or charges set forth in this **Agreement**, any one or more of the following:

- (1) Travelers' check;
- (2) Money order, cashier's check, bank's certified check; or
- (3) Personal check printed with the name and address of the vehicle's owner or the owner's agent.

**40.2** **Contractor** shall not impose a surcharge on a credit card transaction, although **Contractor** may offer a discount on its charges for payment by cash, check, or other means not involving the use of a credit card, as described in California Civil Code Section 1748.1.

**40.3** For purposes of payment only, one (1) picture identification constitutes sufficient identity verification. **Contractor** shall not require the vehicle's owner or the owner's agent to furnish more than one (1) form of identification for any form of payment described in Paragraph 40.1.

## 41. DOCUMENTS THAT MUST BE POSTED

41.1 At its business office and all storage lots, **Contractor** shall post in a conspicuous location, easily visible to the public, the following documents, printed in a minimum of 11-point type:

- (A) A complete copy of this **Agreement**;
- (B) Procedures for a customer's filing a service complaint or a damage/theft claim with **Contractor**;
- (C) The name, address, and telephone number of **Contractor's** insurance agent or broker who issued the insurance policies that this **Agreement** requires;
- (D) The Schedule of Rates and Charges for the City of Glendale's Official Police Tow Services;
- (E) A notice about auction sales of unclaimed vehicles:
  - (1) Explaining the procedure by which all unclaimed vehicles are sold at a public auction;
  - (2) Identifying the auctions' locations and the publications that advertise the auctions; and
  - (3) Stating that all in attendance at the auction have an equal opportunity to bid;
- (F) A notice about the hearing rights of a vehicle owner whose vehicle has been impounded:
  - (1) Setting forth the provisions of California Vehicle Code Sections 12110 and 22852; and
  - (2) Showing the location on a map where the vehicle owner or the owner's agent may request an impound hearing; and
- (G) A copy of Chapters 10.55 and 10.56 of **City's** Municipal Code.

## 42. LIEN SALES AND VEHICLE DISPOSAL

42.1 **Contractor** shall:

- (A) Comply with all (federal, state, county, local, **City**) laws, rules, regulations, orders, and procedures governing the disposal of unclaimed vehicles;
- (B) Have sole responsibility for handling and processing all lien sales for vehicles that it towed or stored; and
- (C) Begin lien sale "preparation" only after a vehicle has remained unclaimed for a minimum of five (5) consecutive days, not counting the day that **Contractor** received the vehicle.

**42.2 Contractor** may charge a "fee," or a "processing fee," for lien sale preparations, subject to:

- (A) The time limitation of Paragraph 42.1 (C); and
- (B) The fee limitations and other requirements in California Civil Code Sections 3068.1 to 3074, inclusive, and California Vehicle Code Sections 14602.6, 14607.6, 22851 to 22851.12, inclusive.

**42.3** Lien sale preparation charges or processing fees must not:

- (A) Commence earlier than the time specified in Paragraph 42.1(C) or state law, whichever provision requires a longer waiting period; and
- (B) Exceed the maximum amount set by state law.

**42.4** If **Contractor** assesses or imposes lien sale preparation charges or a processing fee, **Contractor** shall maintain evidence to document that it did in fact begin lien sale procedures.

**42.5 Contractor** shall not junk, dispose, or conduct a lien sale of a vehicle having an "evidentiary impound" status, without first obtaining the Police Department's written authorization. Before **Contractor** may conduct a lien sale of that vehicle, the Police Department must reclassify the vehicle's status from "evidentiary impound" to "stored." The reclassification is for the purpose of only facilitating a lien sale or the vehicle's junking or disposal.

**42.6** For purposes of this **Agreement**, "a vehicle having an 'evidentiary impound' status" means a vehicle that the Police Department holds as evidence or for any other evidentiary purpose.

**42.7** At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with **Contractor's** lien sale records.

**43. VEHICLE TOWING ADMINISTRATIVE COST RECOVERY FEE**

**43.1 (A)** Under Municipal Code Section 10.55.100, **Contractor** shall:

- (1) On or before the PAYMENT DUE dates listed in Paragraph 43.2, remit quarterly to **City** the Vehicle towing Administrative Cost Recovery Fee ("**VTACR Fee**") for each vehicle, during the preceding calendar quarter, which **Contractor** towed;
  - (2) Disclose on **City's** quarterly reporting form the total:
    - (a) Number of vehicles, during the preceding calendar quarter, that **Contractor**:
      1. Towed;
      2. Towed and then lien sold, but the vehicle had an appraised value of less than \$300.00 before the lien sale; and
      3. Towed and then lien sold, but received insufficient sale proceeds to pay **Contractor's** total charges and administrative costs;
    - (b) Amount of the **VTACR Fee**, during the preceding calendar quarter, that **Contractor** collected from the towed vehicles' owners and operators; and
    - (c) Amount of the **VTACR Fee** that **Contractor** is paying to **City**; and
  - (3) Submit to the Director of Finance:
    - (a) A completed quarterly reporting form, signed under the penalty of perjury by an officer of **Contractor**; and
    - (b) The quarterly payment of the **VTACR Fee**.
- (B) On this **Agreement's effective date**, the Citywide Fee Schedule in effect sets the fee at \$250.00 per vehicle.

**43.2** Under Resolution No. 07-219, Section 3, the **VTACR Fee's** PAYMENT DUE dates and DELINQUENT dates are as follows:

<u>QUARTERS</u>	<u>3-MONTH PERIOD</u>	<u>PAYMENT DUE</u>	<u>DELINQUENT</u>
1 <sup>st</sup> Quarter	Jan-Feb-Mar	April 1	May 1
2 <sup>nd</sup> Quarter	April-May-June	July 1	August 1
3 <sup>rd</sup> Quarter	July-August-Sept	October 1	November 1
4 <sup>th</sup> Quarter	Oct-Nov-Dec	January 1	February 1

**43.3 Contractor** shall pay **City**:

- (A) By business check, cash, certified check, or money order; and
- (B) The full amount of the **VTACR Fee** when due and owing, even if **Contractor** believes that any one or more of its payments may be subject to a counterclaim, setoff, deduction, or defense. By paying the **VTACR Fee**, **Contractor** does not waive any right or remedy that **Contractor** may have under the law or this **Agreement**.

**43.4** Paying the **VTACR Fee** is an obligation that **Contractor** unconditionally owes **City**. However, at its option, **Contractor** may charge a vehicle's owner or operator the **VTACR Fee**:

- (A) Upon **Contractor's** request, an owner or an operator, whose vehicle **Contractor** towed, shall pay the full amount of the **VTACR Fee** to **Contractor**; and
- (B) When **Contractor** collects the **VTACR Fee** from an owner or an operator, **Contractor** shall hold each collected **VTACR Fee** payment in trust for **City's** account, until **Contractor** remits the collected sum to **City**.

**43.5 Contractor** shall not:

- (A) Remit to **City** the **VTACR Fee**, for a vehicle that **Contractor** towed, under any of the following circumstances:
  - (1) When **Contractor** lien sells the vehicle, and:
    - (a) The vehicle's appraised value is less than \$300.00 before the lien sale; or
    - (b) The lien sale proceeds are insufficient to pay **Contractor's** total charges and administrative costs; or



- (2) When **Contractor** does not collect the **VTACR Fee** from an owner or an operator for a reason listed in Paragraph 43.5(B).
- (B) Collect from an owner or an operator the **VTACR Fee** under Paragraph 43.4, for a vehicle that **Contractor** towed, under any of the following circumstances:
  - (1) When the vehicle was:
    - (a) Reported stolen and recovered.
    - (b) Driven or taken without the owner's or the operator's express or implied permission, and the vehicle was evidence of a crime, contained evidence of a crime, or was part of a criminal investigation.
    - (c) Impounded in error.
  - (2) When a court orders a waiver of the **VTACR Fee**.
  - (3) When state law or the Municipal Code exempts or excludes an owner or an operator from paying a **VTACR Fee**.

**43.6. City** may accept a check, cash payment, or money order marked "payment in full," or words of similar effect, without **City's** waiving its right to collect from **Contractor** the full amount of the **VTACR Fee** that **Contractor** owes **City**. Upon **City's** receipt of a **VTACR Fee** payment, or a **VTACR Fee** reporting form, or both, **City** reserves its right to review and contest the amount, sufficiency, or accuracy of the payment; or the data or information on the reporting form; or both.

**43.7** For a period of three (3) years following its quarterly **VTACR Fee** payment to **City**, **Contractor** shall maintain true, accurate, and correct written records that reflect:

- (A) The number of vehicles, during the preceding calendar quarter, that **Contractor**:
  - (1) Towed;
  - (2) Towed and then lien sold, but the vehicle had an appraised value of less than \$300.00 before the lien sale; and
  - (3) Towed and then lien sold, but received insufficient sale proceeds to pay **Contractor's** total charges and administrative costs;

- (B) The date and the amount of each **VTACR Fee** payment that **Contractor** collected from the owner or operator whose vehicle **Contractor** towed; and
- (C) The name, address, and telephone number of the person who paid the **VTACR Fee** to **Contractor**.

**43.8** At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police, the Director of Finance, or either one's designee, all documents, data, information, and records concerning **Contractor's** collection, calculation, or payment of the **VTACR Fee**.

**43.9** **City** may audit **Contractor's** records to verify that **Contractor** properly collected, calculated, or paid the **VTACR Fee**. If the result of **City's** audit shows:

- (A) A **VTACR Fee** underpayment of less than five percent (5%) of the full amount that **Contractor** actually owed, or a **VTACR** overpayment, **City** shall pay its own costs related to the audit.
- (B) A **VTACR Fee** underpayment of five percent (5%) or more of the full amount that **Contractor** actually owed, **Contractor** shall pay to the Director of Finance all of the following:
  - (1) The underpayment amount ("**VTACR Fee Underpayment or Shortfall**"), as determined by **City's** audit;
  - (2) An administrative cost recovery charge for all costs and expenses that **City** incurs in performing an audit of **Contractor's** payment of the **VTACR Fee** ("**VTACR Audit Charge**"); and
  - (3) A penalty assessment equal to ten percent (10%) of the **VTACR Fee Underpayment or Shortfall** ("**VTACR Penalty Assessment Fee**").
- (C) A **VTACR Fee** underpayment of ten percent (10%) or more, **City** may treat **Contractor's** underpayment as **Default** under Paragraph 56.1 and a breach of this **Agreement**, upon which **City** may immediately invoke a remedy listed under Paragraph 56.2, or allowed by law, or both.

**43.10** Under Municipal Code Section 10.55.140 and the Citywide Fee Schedule in effect, **Contractor** shall pay to the Director of Finance a **VTACR Late Payment Fee**, in the form of interest, under any one or more of the following circumstances:

- (A) When **Contractor** pays the **VTACR Fee** more than thirty (30) days beyond the **PAYMENT DUE** date, as set forth as set forth in Paragraph 43.2, **City** will calculate the interest as follows:

Until **Contractor** pays the unpaid amount in full, interest accrues each day on the unpaid amount owed, beginning on the **DELINQUENT** date listed in Paragraph 43.2 and using the interest rate described in Paragraph 43.11;

- (B) When **Contractor** owes a **VTACR Fee Underpayment or Shortfall**, **City** will calculate the interest as follows:

Until **Contractor** pays the unpaid amount in full, interest accrues each day on the unpaid amount owed, beginning on the **PAYMENT DUE** date on which the full **VTACR Fee** was originally owed, as set forth as set forth in Paragraph 43.2, and using the interest rate described in Paragraph 43.11; or

- (C) When **Contractor** fails to pay the **VTACR Audit Charge** or the **VTACR Penalty Assessment Fee** on or before its due date, as set forth in **City's** written notice to **Contractor**, describing the audit result and listing the total **VTACR Fee Underpayment or Shortfall**, **City** will calculate the interest as follows:

Until **Contractor** pays the unpaid amount in full, interest accrues each day on the unpaid amount owed, beginning on the day after its due date and using the interest rate described in Paragraph 43.11.

**43.11** The Citywide Fee Schedule in effect sets interest at the rate below, using whichever rate is lower:

- (A) An annual rate equal to twelve percent (12%) per annum; or  
(B) The maximum rate applicable law permits.

**43.12** City may do any one or more of the following during this **Agreement's** term:

- (A) Modify the rate or the amount of a fee or a charge in Section 43;  
(B) Change a **PAYMENT DUE** date or a **DELINQUENT** date in Section 43; or  
(C) Establish an alternative fee or charge if **City** cannot assess it because of a subsequent change in federal, state, or local law.

**43.13 Contractor** is subject to all future **City Council** Ordinances, or Resolutions, or both, amending or deleting the fees, charges, and payment/delinquent dates described in Section 43, and adding new ones, as the **City Council** deems necessary or appropriate. **City** shall give **Contractor** thirty (30) days advance written notice before a change in a fee, a charge, or a new payment/delinquent date takes effect.

**43.14** On the date of this **Agreement's** expiration, cancellation, or termination, or on the date that **Contractor** closes its business or ceases operations, **Contractor** shall pay the quarterly **VTACR Fee** and submit the VTACR Fee reporting form, fully complying with the requirements of Paragraph 43.1. **City** shall pro-rate the VTACR Fee's amount based on this **Agreement's** expiration, cancellation, or termination date.

**43.15 Contractor's** failure to comply with all of the provisions in Section 43 constitutes **Default** under Paragraph 56.1 and a breach of this **Agreement**, upon which **City** may immediately invoke a remedy listed under Paragraph 56.2, or allowed by law, or both.

**43.16** Contractor's obligations under Section 43 survive this **Agreement's** expiration, cancellation, or termination.

#### **44. MEETINGS TO RESOLVE PROBLEMS**

**44.1** At least once during a calendar quarter and upon a **Party's** request at any **time**, a representative **from** the Police Department and from **Contractor** shall meet, at a location, date, and time mutually agreed upon, **for** the sole purpose of discussing and resolving matters affecting the implementation of this **Agreement**.

**44.2** During the meeting, the **Parties** shall not renegotiate or modify an existing term in this **Agreement**. This provision is separate and distinct from Paragraph 65.3—modifying this **Agreement** by written amendment— and from any other remedy stated elsewhere in the **Agreement**.

#### **45. CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

**45.1 Contractor** represents and certifies that:

- (A) **Contractor's personnel** are not currently officers, agents, employees, representatives, or elected officials of **City**;
- (B) **Contractor** will not employ or hire a **City** officer, agent, employee, representative, or elected official during this **Agreement's term**: and

- (C) **City's** officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this **Agreement**.
- (D) During this **Agreement's term**, **Contractor** will inform **City** about any possible conflict of interest that may arise as a result of any changes in circumstances.

#### **45.2 Campaign Contributions:**

- (A) **Contractor** and its **subcontractors** shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on **Contractor's** and its **subcontractors'** ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:
  - (1) A consultant (including a subconsultant)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
  - (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.
- (B) **Contractor** acknowledges that even if the cost of this Agreement is less than \$50,000, **Contractor** still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:
  - (1) **Contractor** and **City** amend the **services** in this Agreement which increases the cost to equal or exceed \$50,000; or
  - (2) **City**, Glendale Successor Agency, or the Housing Authority awards **Contractor** another contract which has a total anticipated or actual value of \$50,000 or more, or awards **Contractor** a combination or series of contracts which have a value of \$50,000 or more.
- (C) **Contractor** represents and certifies that:

- (1) **Contractor** has read and fully understands the provisions of Municipal Code Section 1.10.060;
- (2) **Contractor** will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
- (3) **Contractor** shall timely complete, return, and update one or more disclosure or reporting forms that **City** provides.

#### 46. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

**46.1** At its own expense, **Contractor** shall obtain, pay for, and maintain during this **Agreement's term** "occurrence" insurance policies, listed below, to fully protect **Contractor** and **City** from claims and suits for bodily injury, personal injury, advertising injury, property damage, and medical payments. Each policy below must add the City of Glendale, and its officers, agents, employees, and representatives (collectively, "**its representatives**") as **additional insureds**:

- (A) COMMERCIAL GENERAL LIABILITY, covering the following exposures:
  - (1) Contractual Liability;
  - (2) Premises and Operations;
  - (3) Broad Form Property Damage;
  - (4) Explosion, Collapse and Underground;
  - (5) Products-Completed Operations;
  - (6) Independent Contractors; and
  - (7) Personal and Advertising Injury; and
- (B) BUSINESS AUTOMOBILE LIABILITY for all vehicles, whether rented, leased, hired, scheduled, owned or non-owned, with an endorsement covering the following exposures:
  - (1) GARAGEKEEPERS LEGAL LIABILITY, protecting:
    - (a) A vehicle from loss or damage while the vehicle is in **Contractor's** care, **custody**, or control: and

- (b) A vehicle with collision coverage and "all risks" (comprehensive) coverage;
- (2) ON-HOOK LIABILITY, protecting a vehicle from loss or damage while **Contractor** tows or transports the vehicle;
- (3) CARGO LIABILITY, protecting:
  - (a) A vehicle from loss or damage while **Contractor** transports the vehicle on a flatbed or other carrier; and
  - (b) A vehicle's contents or cargo from loss or damage while **Contractor** tows, transports, or stores the vehicle;
- (4) UNINSURED MOTORIST - BODILY INJURY, protecting a vehicle's owner or operator from bodily injury while as a passenger in **Contractor's tow unit**; and
- (5) POLLUTION LIABILITY, protecting against a sudden and non-sudden discharge, dispersal, seepage, migration, release, or escape of a hazardous or toxic substance, waste, or pollutant while **Contractor** tows, transports, or stores a vehicle.

**46.2** During this **Agreement's term**, **Contractor** shall maintain the insurance described in Paragraph 46.1 in the following amounts:

- (A) COMMERCIAL GENERAL LIABILITY INSURANCE in an amount not less than:
  - (1) \$1,000,000 per occurrence for bodily injury (including accidental death) to any one person;
  - (2) \$1,000,000 per occurrence for personal and advertising injury to any one person;
  - (3) \$ 1,000,000 per occurrence for property damage; and
  - (4) \$ 1,000,000 general aggregate limit;
- (B) BUSINESS AUTOMOBILE LIABILITY INSURANCE in an amount not less than:
  - (1) \$1,000,000 per occurrence for bodily injury (including accidental death) to any one person; and
  - (2) \$1,000,000 per occurrence for property damage; or

- (3) \$2,000,000 combined single limit (CSL);
- (C) GARAGEKEEPERS LEGAL LIABILITY INSURANCE in an amount not less than \$250,000 for each location from which **Contractor** furnishes **services** under this **Agreement**;
- (D) ON-HOOK INSURANCE in an amount not less than:
 

<u>TOW TRUCK OR FLATBED CARREER:</u>	<u>MINIMUM LIMIT PER VEHICLE:</u>
(1) CLASS A	\$100,000
(2) CLASS B	\$100,000
(3) CLASS C	\$250,000
(4) CLASS D	\$250,000;
- (E) CARGO INSURANCE In an amount not less than \$ 100,000 per vehicle;
- (F) UNINSURED MOTORIST - BODILY INJURY INSURANCE in an amount not less than \$60,000 each accident; and
- (G) POLLUTION LIABILITY INSURANCE in an amount not less than \$250,000 each accident.

**46.3** With **City's** written authorization, **Contractor** may obtain "Garage Coverage Form" liability insurance, with a "Broadened Coverage -Garages" endorsement, as a substitute for a Commercial General Liability policy, or a Business Automobile Liability policy, or both, if the "Garage Coverage Form" policy meets or exceeds:

- (A) The coverages and limits described in Paragraphs 46.1 and 46.2; and
- (B) All other requirements and conditions for insurance described in Section 46.

**46.4** During this **Agreement's term**, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be an "admitted" insurer in the State of California, or must be listed on the California Department of Insurance's "List of Eligible Surplus Line Insurers" (LESLI);



- (B) It must be domiciled within, and organized under the laws of, a state of the United States; and
- (C) It must carry an A.M. Best & Company minimum rating of "A:VII."

**46.5** Despite a conflicting or contrary provision in **Contractor's** insurance policy:

- (A) If **Contractor's** insurance company adds **City** and **its representatives** as additional insureds, then for all acts, errors, or omissions of **City**, or **its representatives**, or both, that insurer shall:
  - (1) Pay those sums that **City**, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend— and pay the costs of defending— **City**, or **its representatives**, or both;
- (B) **Contractor's** insurance is primary;
- (C) Other insurance (whether primary, excess, contingent, self-insurance, or any other basis) available to **City**, or **its representatives**, or both, is excess over **Contractor's** insurance;
- (D) **City's** insurance, or self-insurance, or both, is non-contributory;
- (E) **Contractor** and **Contractor's** insurance company waive— and shall not exercise— any right of recovery or subrogation that Contractor or the insurer may have against **City**, or **its representatives**, or both;
- (F) **Contractor's** insurance policy applies separately to each insured or additional insured, who is seeking coverage, or against whom a claim is made or a suit is brought, except that the naming of multiple insureds will not increase the insurance company's limits of liability;
- (G) **Contractor's** insurance policy applies to a claim or a suit brought by an additional insured against a Named Insured or another insured, arising out of bodily injury, personal injury, advertising injury, or property damage;
- (H) **Contractor's** insurance company shall mail **City** written notice at least thirty (30) days in advance of the policy's cancellation, termination, or reduction of coverage; and
- (I) **City** is not liable for a premium payment or another expense under **Contractor's** insurance policy.

- 46.6** With this **Agreement**, **Contractor** shall deliver to **City** a "certificate of insurance" **and** an "additional insured endorsement" (collectively, "**evidence of liability coverage**")— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, Section 46.
- 46.7** The "certificate of insurance" and "additional insured endorsement" must state:
- "The City of Glendale, and its officers, agents, employees, and representatives are added as additional insureds under the policy(s). This insurance is primary. The City's insurance or self-insurance is non-contributory. The insurance afforded under the policy(s) applies separately to each insured against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for the policy's cancellation, termination, or reduction of coverage."
- 46.8** A deductible or self-insured retention is subject to **City's** review, or approval, or both. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:
- (A) The amount of the deductible, or self-insured retention, or both;
  - (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
  - (C) The current limit amount, as lowered by the pending or paid claim.
- 46.9** At any time during this **Agreement's term**, **City** may do any one or more of the following:
- (A) Review this Section's insurance coverage requirements; or
  - (B) Require that **Contractor**:
    - (1) Obtain, pay for, and maintain more or less insurance depending on City's assessment of any one or more of the following factors:
      - (a) **City's** risk of liability or exposure arising out of, or in any way connected with, **Contractor's** services under this **Agreement**;

- (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, **Contractor's** services under this **Agreement**; or
  - (c) The availability, or affordability, or both, of increased liability insurance coverage;
- (2) Reduce or eliminate a deductible or self-insured retention as it applies to **City**; or
  - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to **City** for liability, or costs, or both, that **City** incurs during **City's** investigation, administration, or defense of a claim or a suit arising out of this **Agreement**.

**46.10** This Section's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Section 49; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Section 49.

**46.11** Section 46 survives this **Agreement's** expiration, cancellation, or termination.

## **47. WORKERS' COMPENSATION INSURANCE**

**47.1** For the purpose of workers' compensation liability, **Contractor** acknowledges that all persons furnishing **services** to **City** under this **Agreement** are employees solely of **Contractor** and not of **City**. **Contractor** is solely responsible and liable for:

- (A) Furnishing workers' compensation benefits to its **personnel**, or anyone **Contractor** directly or indirectly hires, employs, or uses; and
- (B) Injuries arising out of, or connected with, the work, services, or operations performed on **Contractor's** behalf.

**47.2** At its own expense, **Contractor** shall obtain, pay for, and maintain during this **Agreement's term**:

- (A) Complete workers' compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and

- (B) Employer's Liability insurance in an amount not less than:
- (1) \$1,000,000 per accident for bodily injury or disease;
  - (2) \$1,000,000 per employee for bodily injury or disease; and
  - (3) \$1,000,000 policy limit.

**47.3** With this **Agreement**, **Contractor** shall deliver to **City** either an insurance certificate or a certificate of consent to self-insure ("**evidence of workers' compensation coverage**").

**47.4** Despite a conflicting or contrary provision in **Contractor's** insurance policy or self-insurance program, **Contractor's** workers' compensation insurance company or self-insurance administrator shall mail **City** written notice at least thirty (30) days in advance of the policy's or the self-insurance program's expiration, cancellation, termination, non-renewal, or reduction of coverage.

**47.5** **City** shall not be liable to **Contractor's** **personnel**, or anyone **Contractor** directly or indirectly hires, employs, or uses, for a claim at law or in equity arising out of **Contractor's** failure to comply with the workers' compensation insurance requirements in Section 47.

**47.6** Section 47 survives this **Agreement's** expiration, cancellation, or termination.

**48. EVIDENCE OF INSURANCE: SUBCONTRACTORS: FAILURE TO MAINTAIN INSURANCE**

**48.1** **City** will neither sign this **Agreement** nor issue **Contractor** a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents that Sections 46 and 47 require. **City's** decision as to the acceptability of all insurance documents is final. Without **City's** written authorization, **City** will not permit or allow a substitution of an insurance policy, or the form of a certificate or an endorsement, or both.

**48.2** At any time, upon **City's** request, **Contractor** shall furnish **City** with a complete, certified copy of **Contractor's** insurance policy or policies—including certificates, endorsements, renewals, replacements, or documents comprising **Contractor's** self-insurance program—all in a form and content acceptable to the City Attorney or **City's** Risk Manager.

**48.3** If **Contractor** hires, employs, or uses a **subcontractor** to perform the **services** either described in Paragraph **19.3** or permitted elsewhere in this **Agreement**, **Contractor** shall ensure that the **subcontractor**:

- (A) Meets, and fully complies with, all insurance requirements in Sections 46 and 47;
- (B) Delivers to **City** for **City's** review, or approval, or both:
  - (1) **Evidence of liability coverage;** and
  - (2) **Evidence of workers' compensation coverage;** and
- (C) Furnishes **City**, at any time upon its request, with a complete copy of the subcontractor's insurance policy or policies-including certificates, endorsements, renewals, replacements, or documents comprising **subcontractor's** self-insurance program— all in a form and content acceptable to the City Attorney or **City's** Risk Manager.

**48.4 Contractor** shall not shall allow the insurance— which Sections 46 and 47 require— to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before the insurance policy's or self-insurance program's expiration, cancellation, termination, revocation, or nonrenewal. **Contractor** shall deliver to **City**:

- (A) **Evidence of liability coverage** as proof that **Contractor's** insurance has been renewed or replaced with another insurance policy which, during this **Agreement's term**, meets all insurance requirements under Section 46; and
- (B) **Evidence of workers' compensation coverage** as proof that **Contractor's** insurance has been renewed or replaced with another insurance policy which, during this **Agreement's term**, meets all insurance requirements under Section 47.

**48.5** In the interest of maintaining essential public safety services, and at its sole discretion, **City** may obtain or renew **Contractor's** insurance, and **City** may pay all or part of the premium. **City's** election to obtain, renew, or pay for **Contractor's** insurance is in addition to any remedy listed under Paragraph 56.2, or allowed by law, or both. Upon demand, **Contractor** shall repay and reimburse **City** for all sums or monies that **City** paid to obtain, renew, or reinstate **Contractor's** insurance. **City** may offset the cost of the premium against any sums or monies that **City** may owe **Contractor**.

**48.6 Contractor's** failure to comply with any one or more of the provisions in Section 46, or 47, or both, constitutes **Default** under Paragraph 56.1 and a breach of this **Agreement**, upon which **City** may immediately invoke a remedy listed under Paragraph 56.2, or allowed by law, or both.

**49. INDEMNIFICATION**

**49.1** To the fullest extent that the law permits, **Contractor** shall indemnify, defend, and hold harmless **City** and its Police Department—including, each one's officers, agents, employees, and representatives (individually and collectively, "**City Indemnitee**")— from and against any and all:

(A) Liability, claims, suits, actions, proceedings (including arbitration, mediation, administrative, regulatory), judgments, liens, injuries, losses, accidents, or damages (collectively, "**liability**"), whether the **liability** is:

- (1) In contract or in tort;
- (2) Imposed by law on **City Indemnitee** in the absence of a contract or agreement;
- (3) Such that **Contractor** would have in the absence of a contract or agreement;
- (4) For bodily injury (including accidental death), personal injury, advertising injury, or property damage;
- (5) Actual, alleged, or threatened;
- (6) False, fraudulent, or groundless; and

(B) Fees, costs, sums, or expenses of any kind (collectively, "**expenses**") including, but not limited to:

- (1) Attorneys' fees;
- (2) Defense costs, litigation costs, court costs, appeal costs;
- (3) Arbitration, mediation, administrative, or regulatory proceeding costs;
- (4) Accountant, expert witness, or another professional's;
- (5) Investigation costs;
- (6) Pre- or post-judgment or settlement interest;

(C) **Liability**, or **expenses**, or both, caused by, or arising out of, or in any way related to, or in any way connected with— whether in whole, in part, temporarily, or otherwise— any one or more of the following:

- (1) This **Agreement**;

- (2) An act, error, or omission of:
  - (a) **Contractor**, its officers, agents, employees, or representatives;
  - (b) **A subcontractor** whom **Contractor** directly or indirectly hires, employs, or uses to provide or perform the **services** either described in Paragraph **19.3** or permitted elsewhere in this **Agreement**; or
  - (c) The **City Indemnitee** *(regardless of whether the City Indemnitee's act, error, omission, conduct, or misconduct was willful or negligent either actively, passively, vicariously, or not at all)*;
- (3) **Contractor's** work, services, or operations (whether ongoing or completed) under this **Agreement**;
- (3) **Contractor's** performance or nonperformance of this **Agreement**;
- (5) **Contractor's** premises, facilities, **personnel**, **tow units**, vehicles, or equipment;
- (6) This **Agreement's** conditions and requirements concerning the employment eligibility or ineligibility status of **Contractor's personnel** or a **subcontractor's** employees;
- (7) **Contractor's** paying or withholding, or failing to pay or to withhold, wages, salaries, benefits, social security, retirement, exactions, entitlements, emoluments, taxes, or any other **expenses** of any nature whatsoever;
- (8) **Contractor's** complying, or failing to comply, with a (federal, state, county, or **City**) law, rule, regulation, order, or procedure; or
- (9) **City's** enforcing this Section's indemnification and defense provisions; and
- (D) **Liability**, or **expenses**, or both, regardless of whether they may occur, or may be discovered, before or after this **Agreement's** expiration, cancellation, or termination.

**49.2** Under Section 49, **Contractor** assumes all **liability** and **expenses** of the **City Indemnitee**— which would be imposed by law in the absence of any contract or agreement—to pay for bodily injury or property damage to a

third party or organization. Without affecting **City's** rights under any provision of this **Agreement** or Section 49, **Contractor** shall not indemnify, defend, and hold harmless the **City Indemnatee**, as set forth in Paragraph 49.1, for **liability** and **expenses** attributable to the **sole fault** of the **City Indemnatee**, if the **Parties** agree in writing, or if a court of competent jurisdiction issues written findings, determining that the **City Indemnatee** was **solely at fault**. This exception applies only in instances where the **City Indemnatee** is shown to have been **solely at fault**. Until the **Parties** agree in writing, or until the court issues the written findings, **Contractor** shall indemnify, defend, and hold harmless the **City Indemnatee**, as set forth in Paragraph 49.1.

**49.3** However, in instances where **Contractor** is **solely** or **partially at fault**, or in instances where the **City Indemnatee's** fault accounts for only a percentage of the **liability** involved, **Contractor's** obligations under Section 49 are all-inclusive and **Contractor** shall indemnify, defend, and hold harmless the **City Indemnatee** for all **liability** and **expenses**, even though a percentage of **liability** or fault is attributable to the **City Indemnatee's** act, error, omission, conduct, or misconduct. **Contractor acknowledges that its obligation under Section 49 extends to liability or fault attributable to the City Indemnatee, if that liability or fault is less than the sole liability or sole fault of the City Indemnatee.**

**49.4** Under this Section's indemnification and defense provisions:

- (A) An entry of judgment against the **City Indemnatee** conclusively establishes:
  - (1) **Contractor's** obligation to pay the judgment, or **expenses**, or both; and
  - (2) That the amount of the judgment, or **expenses**, or both, is correct and reasonable;
- (B) **Contractor** shall not condition its obligation to indemnify, defend, or hold harmless the **City Indemnatee** on:
  - (1) The **City Indemnatee's** having to first pay an injured party or a judgment; or
  - (2) The extent or amount of insurance available to, or provided by, **Contractor**; and
- (C) Workers' compensation laws, or employee disability or benefit laws, do not release, discharge, limit, reduce, or impair **Contractor's** obligation to indemnify, defend, and hold harmless the **City Indemnatee**. **Contractor** expressly waives



its statutory immunity under those laws as to the **City Indemnitee**.

- 49.5 Contractor** shall pay, compensate, and reimburse the injured party or parties, and the **City Indemnitee**:
- (A) As **liability**, or **expenses**, or both, are incurred;
  - (B) Immediately upon any settlement or compromise of **liability**, or **expenses**, or both; or
  - (C) Immediately upon any entry of judgment.
- 49.6 Contractor** shall obtain executed indemnity agreements, with provisions identical to those set forth in Section 49, from a **subcontractor** whom **Contractor** directly or indirectly hires, employs, or uses to provide or perform the **services** either described in Paragraph 19.3 or permitted elsewhere in this **Agreement**. Regardless of whether **Contractor** obtains the written indemnity obligation from a **subcontractor** as this Paragraph requires here, **Contractor** remains fully liable to the **City Indemnitee** for all **liability**, or **expenses**, or both, according to the terms of Section 49.
- 49.7** The Parties intend not only that the **City Indemnitee** must be completely protected from and against all **liability** and **expenses**, but also that each provision in Section 49 must be interpreted and construed under the law to provide the fullest protection possible to the **City Indemnitee**. Accordingly, **Contractor** acknowledges that **City** would have neither selected **Contractor** from **Contractor's Proposal**, nor entered into this **Agreement** in the absence of **Contractor's** commitment to indemnify, defend, and hold harmless the **City Indemnitee** under Section 49.
- 49.8** This Section's indemnification and defense provisions:
- (A) Are separate and independent from the insurance provisions in Section 46;
  - (B) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Section 46; and
  - (C) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Section 46.
- 49.9 Contractor's** failure to comply with the provisions in Section 49 constitutes **Default** under Paragraph 56.1 and a breach of this **Agreement**, upon which **City** may immediately invoke a remedy listed under Paragraph 56.2, or allowed by law, or both.
- 49.10 Contractor's** obligations under Section 49 survive this **Agreement's**

expiration, cancellation, or termination.

**50. ASSIGNMENT OF INTERESTS: DELEGATION OF DUTIES; CHANGE IN OWNERSHIP**

- 50.1** This **Agreement** does not give any rights or benefits to anyone, other than **City** and **Contractor**. All duties, obligations, and responsibilities under this **Agreement** are for the sole and exclusive benefit of **City** and **Contractor**, and are not for the benefit of another person, entity, or organization.
- 50.2** Except as Paragraph 50.5 allows, **Contractor** shall not do any one or more of the following without City's prior written authorization;
- (A) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this **Agreement** ("**assignment of rights**");
  - (B) Delegate or sublet a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this **Agreement** ("**delegation of duties**"); or
  - (C) Change ownership or control— whether in whole, in part, temporarily, or otherwise— of the business ("**change in ownership**").
- 50.3** Except as Paragraph 50.5 allows, any actual or attempted **assignment of rights, delegation of duties, or change in ownership** by **Contractor**;
- (A) Constitutes **Default** under Paragraph 56.1 and a breach of this **Agreement**;
  - (B) Is wholly void and totally ineffective for all purposes; and
  - (C) Does not postpone, delay, alter, extinguish, or terminate **Contractor's** duties, obligations, or responsibilities under this **Agreement**.
- 50.4** For purposes of this **Agreement**, a **change in ownership** occurs— whether voluntarily or involuntarily— in any of the following circumstances;
- (A) When **Contractor** sells, merges, transfers, reorganizes, or consolidates its business or its assets; or
  - (B) When a corporation, partnership, limited liability company, legal entity, organization, or person;

- (1) Obtains control through direct or indirect ownership or control of more than 50 percent of the voting stock of **Contractor's** corporation; or
- (2) Obtains majority ownership interest in **Contractor's** partnership, limited liability company, or other legal entity:
  - (a) Through the purchase or transfer of corporate stock, partnership, or limited liability company interest, or ownership interests in other legal entities; or
  - (b) Through the purchase or transfer of 50 percent or less of the ownership interest.

**50.5** Subject to the conditions and requirements described in Paragraph 50.6, **City** may allow **Contractor's** **assignment of rights, delegation of duties, or change in ownership**— in whole, in part, temporarily, or otherwise— to:

- (A) The parent, a subsidiary, or an affiliated entity of **Contractor's** corporation;
- (B) The surviving partner or partners of **Contractor's** dissolved partnership; or
- (C) The surviving spouse or children of **Contractor**, if **Contractor** is deceased, or if a court determines that **Contractor** is physically or mentally incapacitated.

**50.6** **Contractor** must notify **City** in writing ninety (90) days before the effective date of any proposed **assignment of rights, delegation of duties, or change in ownership**, and:

- (A) Specify the effective date of the proposed transaction;
- (B) Identify the assignee, delegatee, transferee, or successor, by name, address, and telephone number;
- (C) Describe the details of the proposed transaction; and
- (D) Submit the assignee's, delegatee's, transferee's, or successor's written, unconditional:
  - (1) Acceptance of all terms and conditions of this **Agreement**, and
  - (2) Promise to fully perform and fulfill all duties, obligations, responsibilities, terms, and conditions of this **Agreement**.

- 50.7** Upon **City's** receipt of **Contractor's** written notification of the proposed transaction, the Chief of Police or a designee— within sixty (60) days— shall:
- (A) Review and evaluate **Contractor's** proposed **assignment of rights, delegation of duties, or change in ownership**; or
  - (B) Appoint one or more persons who shall review, evaluate, and make recommendations to the Chief of Police or designee concerning **Contractor's** proposed **assignment of rights, delegation of duties, or change in ownership**; and
  - (C) Issue **Contractor** a written decision— approving, approving with conditions, or disapproving **Contractor's** proposed **assignment of rights, delegation of duties, or change in ownership**.
- 50.8** Within seven (7) days after the written decision's issuance date, **Contractor** may file a written appeal to the City Manager, requesting reconsideration of the Chief of Police's, or the designee's, determination. The decision by the City Manager, or the City Manager's designee, is final, is nonappealable, and binds **Contractor**.
- 50.9** At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with **Contractor's** records related to any proposed or actual **assignment of rights, delegation of duties, or change in ownership**.

## **51. BANKRUPTCY OR INSOLVENCY**

- 51.1** During this **Agreement's term**, any one or more of the circumstances below gives **City**, at its option and sole discretion, the right to immediately cancel this **Agreement** and declare it null and void:
- (A) **Contractor** becomes insolvent;
  - (B) Bankruptcy, reorganization, receivership or other insolvency proceeding is filed by or against **Contractor**; or
  - (C) **Contractor** assigns or transfers assets to its creditors.
- 51.2** Despite any federal or state law defining "insolvent" or "insolvency" to the contrary, **City** shall treat **Contractor** as insolvent if it has ceased to pay its debts in the ordinary course of business or it cannot pay its debts as they become due.
- 51.3** A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this **Agreement**. Upon that person's appointment, **City** has,

at its option and sole discretion, the right to immediately cancel this **Agreement** and declare it null and void.

## 52. **NONDISCRIMINATION**

**52.1 Contractor** shall not discriminate against any **personnel**— or a person, firm, entity, or organization whose vehicle is subject to this **Agreement**— because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

**52.2** Evidence of discrimination constitutes **Default** under Paragraph 56.1 and a breach of this **Agreement**, upon which **City** may immediately invoke a remedy listed under Paragraph 56.2, or allowed by law, or both.

## 53. **RECORD INSPECTION AND RETENTION**

**53.1** At any time, without prior notice, and as often as **City** deems necessary, **Contractor** shall allow a person or persons whom **City** designates to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe **Contractor's** business records, including, but not limited to:

- (A) The data, information, and documents listed in Paragraph 53.2, and
- (B) All other data, information, and documents, whether written, typewritten, printed, recorded, computer, graphic, or photographed material or matter whatsoever, however produced, that **Contractor** generates while providing or performing its **services** under this **Agreement**.

**53.2** During this **Agreement's term**— and for a period of at least three (3) years after this Agreement's expiration, cancellation, or termination, or until such time as **City** completes all audits, whichever date is later— **Contractor** shall keep and maintain the following records, in their original form:

- (A) Drug-free workplace, immigration, employees' injury and illness prevention, nondiscriminatory employment and hiring practices (Paragraph 11.4 of this **Agreement**);
- (B) **Personnel** lists (Paragraph 11.5 of this **Agreement**);
- (C) Payroll and withholding (Paragraph 12.4 of this **Agreement**); Employees' training and certification (Paragraph 13.6 of this **Agreement**);

- (D) **Requisite licenses** (Paragraph 14.2 of this **Agreement**);
- (E) Controlled substances and alcohol use testing and certification (Paragraph 16.1 of this **Agreement**);
- (F) Hazardous materials" lawful disposal (Paragraph 18.2 of this **Agreement**);
- (G) Lists of **tow units** and their load capacities (Paragraph 19.6 of this **Agreement**);
- (H) **Tow unit** dispatch logs (Paragraph 22.5 of this **Agreement**);
- (I) CHP 180 vehicle impound reports (Paragraph 27.1 of this **Agreement**);
- (J) Vehicle storage lists (Paragraph 28.2 of this **Agreement**);
- (K) Vehicle inventory reports (Paragraphs 29.2 and 30.1 of this **Agreement**);
- (L) Accident investigation reports, claims, and lawsuits (Paragraphs 33.1 and 33.2 of this **Agreement**);
- (M) Customers' complaints and damage/theft claims (Paragraph 35.3 of this **Agreement**);
- (N) Itemized invoices (Paragraph 37.3 of this **Agreement**);
- (O) Documents that **Contractor** must conspicuously post at its business office (Paragraph 41.1 of this **Agreement**);
- (P) Lien sale transactions (Paragraph 42.7 of this **Agreement**);
- (Q) Data, documents, and records related to **Contractor's** collection and payment of **City's VTACR Fee** (Paragraph 43.7 of this **Agreement**);
- (R) Insurance policies, certificates, and endorsements (Sections 46 and 47 of this **Agreement**);
- (S) **Assignment of rights, delegation of duties, or change in ownership** (Paragraph 50.9 of this **Agreement**); and
- (T) Quality Assurance Program (Paragraph 54.3 of this **Agreement**).

**53.3 Contractor** shall permit a person or persons whom **City** designates to make photocopies of **Contractor's** business records at its business office,

or to remove its business records from that facility for copying. **City** shall provide **Contractor** with a receipt for original records that **City** removes. If **Contractor's** records are located outside Los Angeles County, **Contractor** shall pay **City** for travel and per diem costs for any inspection or audit.

54. **PERFORMANCE STANDARDS: EVALUATION AND REVIEW: LIQUIDATED DAMAGES**

**54.1** For purposes of this **Agreement**, "**Quality Assurance Plan**" means written policies, rules, procedures, and practices that allow **Contractor** and its **personnel**, systematically and routinely, to monitor, document, assess, remedy, and prevent: service deficiencies, unsafe or unlawful practices, customer complaints, and deviations from the **minimum performance standards** and this **Agreement's** terms.

**54.2** During this **Agreement's** term, **Contractor** shall:

- (A) Perform this **Agreement** in a manner that:
  - (1) Ensures its equipment, facilities, **personnel**, and **services** are reliable, dependable, safe, and responsive to **City** and the public; and
  - (2) Conforms to this **Agreement's** **minimum performance standards** and quality of service;
- (B) Implement and maintain a written **Quality Assurance Plan**, subject to **City's** review, audit, and approval, that ensures **Contractor's** ongoing compliance with the **minimum performance standards**; and
- (C) Allow the Chief of Police or a designee, at any time and without prior notice, to evaluate and confirm **Contractor's** compliance with the **minimum performance standards** and other terms in this **Agreement**, by permitting Chief of Police or a designee to:
  - (1) Enter **Contractor's** business office, storage lots, disposal lot, and any other off-site location covered under this **Agreement**;
  - (2) Inspect, audit, monitor, evaluate, document, video or audio tape record, or photograph **Contractor's** equipment, facilities, **personnel**, **services**, and vehicles covered under this **Agreement**; and
  - (3) Interview **Contractor's** **personnel** and customers.

- 54.3 At any time, upon **City's** request, **Contractor** shall furnish the Chief of Police or a designee with records related to **Contractor's Quality Assurance Plan**.
- 54.4 If **City** determines that **Contractor** is not meeting this **Agreement's minimum performance standards**, at its option, **City** may develop a corrective action plan for **Contractor** or **City** may modify the **minimum performance standards** for **Contractor**, in addition to any other remedies that **City** may have under the law or this **Agreement**. **Contractor** shall implement and follow that plan or those modified **minimum performance standards**, and shall notify **City** of the results **Contractor** achieved under the plan or the modified **minimum performance standards**, by the date(s) **City** sets. If **Contractor** fails to achieve the results that **City** specifies in either the corrective action plan or the modified **minimum performance standards**, within the time limits or deadlines that **City** sets, **Contractor's** failure constitutes **Default** under Paragraph 56.1 and a breach of this **Agreement**, upon which **City** may immediately invoke a remedy listed under Paragraph 56.2, or allowed by law, or both.
- 54.5 At its option, **City** may impose liquidated damages, in addition to any other remedies that **City** may have under the law or this **Agreement**. **Contractor** understands and acknowledges that:
- (A) If **Contractor** fails— either partially, fully, temporarily or otherwise— to perform, fulfill, or meet this **Agreement's minimum performance standards**, public safety suffers because police officers needlessly wait on scene or are unavailable for another service call, customer service and public assistance become less dependable, and **City** incurs costs and expenses— such as having to obtain **services** from another tow provider— that are difficult or impractical to determine on this **Agreement's effective date**. Under these circumstances, **City** has set sums— listed under **Schedule I** and **Schedule II** in Paragraph 54.7— which represent a fair and reasonable estimate of the costs that **City** may incur when **Contractor's services** fall below this **Agreement's minimum performance standards**; and
- (B) Upon **City's** demand, **Contractor** shall pay as liquidated damages, and not as a penalty, the sums listed under **Schedule I** and **Schedule II** in Paragraph 54.7, depending on the particular **minimum performance standard**, set forth in Paragraph 54.9, that **Contractor** failed— either partially, fully, temporarily, or otherwise— to perform, fulfill, or meet. **City** shall not impose liquidated damages for events that constitute a **force majeure**, as set forth in Paragraph 57. **City** shall reasonably determine if and to what extent, a **force majeure** event excuses **Contractor's** obligation to pay liquidated damages.



**54.6** During each six (6) month period listed below, **City** shall assess liquidated damages on a "per occurrence" basis; that is, for **each instance** in which **Contractor** fails— either partially, fully, temporarily, or otherwise— to perform, fulfill, or meet a **minimum performance standard**:

(A) First Period: January 1 to June 30

(B) Second Period: July 1 to December 31

**54.7** During the First Period or Second Period, the following liquidated damage Schedules are in effect:

	<u><b>SCHEDULE I</b></u>	<u><b>SCHEDULE II</b></u>
(A) First occurrence:	\$100.00	\$250.00
(B) Second occurrence:	\$200.00	\$500.00
(C) Third occurrence and each occurrence after the third:	\$300.00	\$1,000.00

**54.8** Within the First Period or Second Period, each instance (in which **Contractor** fails— either partially, fully, temporarily, or otherwise— to perform, fulfill, or meet a **minimum performance standard**) counts consecutively as an occurrence, regardless of whether the occurrence:

(A) Falls under **Schedule I** or **Schedule II**: or

(B) Corresponds to the same or a different **minimum performance standard**.

**54.9** Listed below are this **Agreement's** Paragraph numbers which correspond to a **minimum performance standard** that, if **Contractor** fails—either partially, fully, temporarily, or otherwise— to perform, fulfill, or meet, may result in **City's** assessing liquidated damages against **Contractor**. Next to each Paragraph number is the corresponding Schedule (in bold) for determining the amount of the liquidated damages, and the general description of the **minimum performance standard**. The description is a catch line and is provided merely for the **Parties'** reference or convenience only. **City** shall determine whether **Contractor** failed— either partially, fully, temporarily, or otherwise— to perform, fulfill, or meet a **minimum performance standard** by examining the particular paragraph's requirements, and not by relying on the description.

	<u>Paragraph</u>	<u>Schedule</u>	<u>Description</u>
(1)	6.1	I	<b>Contractor's personnel</b> were discourteous or dishonest to a police officer, or a customer, or both.
(2)	8.1	II	<b>Contractor</b> fails to comply with laws, rules, regulations, or orders.
(3)	9.2	I	<b>Contractor</b> impermissibly operates outside its District.
(4)	11.2	I	<b>Contractor</b> fails to have an adequate number of <b>personnel</b> .
(5)	11.2	II	<b>Contractor's personnel</b> do not meet qualifications or certifications.
(6)	11.2	I	<b>Contractor</b> is not properly supervising its <b>personnel</b> .
(7)	11.3	II	<b>Contractor</b> fails to hire additional personnel.
(8)	11.4	II	<b>Contractor</b> fails to comply with drug-free workplace, immigration, employees' injury and illness prevention, nondiscriminatory employment and hiring practices.
(9)	11.5	I	<b>Contractor</b> fails to provide <b>City</b> with personnel list.
(10)	11.6	I	<b>Contractor</b> fails to pay for cost of investigation, or fingerprinting, or both.
(11)	11.7	II	<b>Contractor</b> uses or dispatches ineligible <b>personnel</b> .
(12)	11.9	II	<b>Contractor</b> uses or dispatches a <b>tow unit</b> driver or operator with a <b>criminal conviction</b> .
(13)	11.11	I	<b>Contractor</b> fails to inform <b>City</b> of labor negotiations or fails to allow <b>City</b> to observe the negotiations.
(14)	13.3	II	<b>Contractor's personnel</b> fail to receive <b>initial training</b> or <b>continuing training</b> .
(15)	13.5	II	<b>Contractor's personnel</b> fail to receive CPR/first-aid training and certification.
(16)	13.6	I	<b>Contractor</b> fails to provide <b>City</b> with documentary evidence of its <b>personnel's</b> training and certification.
(17)	14.1	II	<b>Contractor</b> , or its <b>personnel</b> , or both, fail to obtain or maintain the <b>requisite licenses</b> .
(18)	14.2	I	<b>Contractor</b> fails to provide <b>City</b> with the <b>requisite licenses</b> .

	<u>Paragraph</u>	<u>Schedule</u>	<u>Description</u>
(19)	14.3	II	<b>Contractor</b> fails to notify the Chief of Police or a designee within four (4) hours of <b>Contractor's</b> discovering a suspension, revocation, expiration, cancellation, termination, lapse, non-renewal, or restriction of one or more <b>requisite licenses</b> .
(20)	15.1	II	<b>Contractor</b> , or its <b>personnel</b> , or both, fail to cooperate, abide by decisions or orders, or follow rules or regulations.
(21)	16.1	II	<b>Contractor</b> fails to test its <b>personnel</b> for controlled substances and alcohol use.
(22)	16.1	I	<b>Contractor</b> fails to provide <b>City</b> with certification for controlled substances and alcohol use testing.
(23)	16.5	II	<b>Contractor</b> places on duty a <b>tow unit</b> driver or operator who was not tested for controlled substances and alcohol use or who failed to receive a negative test result.
(24)	17.1	I	<b>Contractor's tow unit</b> drivers or operators fail to act in the manner specified or fail to wear the requisite clothing.
(25)	18.1	II	<b>Contractor</b> fails to maintain records of its hazardous materials disposal.
(26)	18.2	II	<b>Contractor</b> fails to provide <b>City</b> with <b>Contractor's</b> records of its hazardous materials disposal.
(27)	17.2	I	<b>Contractor's tow unit</b> drivers or operators fail to perform pre-towing work, spread absorbent, remove debris, or collect <b>vehicle fluid</b> .
(28)	19.1	II	<b>Contractor</b> fails to provide, or operate, or both, the minimum number of <b>tow units</b> .
(29)	19.2	II	<b>Contractor</b> substitutes flatbed car carriers in place of the minimum number of (Class A) and (Class B) tow trucks.
(30)	19.3	II	<b>Contractor</b> uses a <b>subcontractor's tow units</b> without first having obtained the Chief of Police's or a designee's written authorization.
(31)	19.4	II	<b>Contractor's</b> tow trucks fail to carry the required equipment.

	<u>Paragraph</u>	<u>Schedule</u>	<u>Description</u>
(32)	19.5	I	<b>Contractor's tow units</b> are unpainted, are in poor repair, violate a law, or fail to identify <b>Contractor</b> or <b>City OPTS</b> .
(33)	19.6	I	<b>Contractor</b> fails to provide Traffic Bureau Commander with a list of <b>tow units</b> and their load capacities.
(34)	19.7	I	<b>Contractor</b> fails to dispatch <b>tow units</b> with <b>Contractor's</b> name.
(35)	19.8	II	<b>Contractor</b> requests the services or equipment of a subcontractor instead of another <b>OPTS</b> provider.
(36)	20.1	II	<b>Contractor</b> fails to acquire, operate, or maintain the required business office or storage lots.
(37)	20.3	II	<b>Contractor's</b> facility or facilities fail to conform to <b>City's</b> Codes and other requirements.
(38)	20.4	II	<b>Contractor's</b> business office, primary storage lot, secondary storage lot, or disposal lot fails to conform to that paragraph's requirements.
(39)	20.5	I	Contractor's operations are unreasonably loud, disruptive, a nuisance, or disturb the peace and quiet of nearby residents or businesses.
(40)	20.6	II	<b>Contractor's</b> business office fails to conform to that paragraph's requirements.
(41)	20.7	II	<b>Contractor's</b> primary storage lot fails to conform to that paragraph's requirements.
(42)	20.8	II	<b>Contractor's</b> secondary storage lot fails to conform to that paragraph's requirements.
(43)	20.9	II	<b>Contractor's</b> combined primary and secondary storage lots fail to conform to that paragraph's requirements.
(44)	20.10	I	<b>Contractor's</b> disposal lot fails to conform to that paragraph's requirements.
(45)	20.11	I	<b>Contractor</b> fails to provide, or maintain, or both, adequate off-street parking for its <b>tow units</b> .
(46)	21.1	II	<b>Contractor</b> fails to have a central dispatch facility or an operating, dedicated telephone line for receiving <b>City's</b> service call.
(47)	21.3	II	<b>Contractor</b> fails to have a dispatcher on duty.

	<u>Paragraph</u>	<u>Schedule</u>	<u>Description</u>
(48)	21.3	I	<b>Contractor</b> fails to answer <b>City's</b> telephone service call within six rings.
(49)	22.2	II	<b>Contractor's personnel</b> exceed the specified response time, or within the revised response time that <b>City</b> had approved.
(50)	22.3	II	<b>Contractor's personnel</b> fail to notify the police communications center of a delayed <b>tow unit</b> .
(51)	22.4	I	<b>Contractor</b> fails to provide, or timely provide. <b>City</b> with a report accounting for <b>tow unit</b> delay(s).
(52)	22.5	II	Contractor fails to maintain a tow unit dispatch log.
(53)	23.1	II	<b>Contractor</b> fails to give priority to <b>City's</b> call for service.
(54)	25.2	II	<b>Contractor's personnel</b> fail to tow a vehicle to the destination specified by the vehicle's owner or driver.
(55)	25.4	II	<b>Contractor's personnel</b> fail to tow a vehicle to the destination specified by <b>City</b> .
(56)	26.1	I	<b>Contractor's personnel</b> pressure, coerce, unduly influence, mislead the vehicle's owner or driver.
(57)	27.3	II	<b>Contractor's personnel</b> release an impounded vehicle without <b>City's</b> written authorization.
(58)	28.2	II	<b>Contractor</b> fails to maintain a vehicle storage list.
(59)	28.3	II	<b>Contractor</b> fails to provide, or timely provide. Traffic Bureau Commander with a list of impounded or stored vehicles held more than 30 days.
(60)	29.2	II	<b>Contractor</b> fails to maintain a vehicle inventory report.
(61)	29.3	I	<b>Contractor</b> fails to permit the vehicle's owner or the owner's agent to remove <b>personal property</b> .
(62)	29.4	II	<b>Contractor's personnel</b> impermissibly move or remove a vehicle or its pails, equipment, or accessories.
(63)	30.1	II	<b>Contractor</b> fails to properly protect a <b>police hold vehicle</b> .
(64)	30.1	II	<b>Contractor</b> fails to follow Police Department procedures for a <b>police hold vehicle</b> .

	<u>Paragraph</u>	<u>Schedule</u>	<u>Description</u>
(65)	30.2	II	<b>Contractor's personnel</b> impermissibly move or remove a <b>police hold vehicle</b> or its parts, equipment, or accessories; or park that vehicle on the street.
(66)	30.2	II	<b>Contractor's personnel</b> impermissibly allow either unauthorized persons to have access to a <b>police hold vehicle</b> or the vehicle's owner to remove <b>personal property</b> from that vehicle.
(67)	32.1	I	<b>Contractor</b> fails to allow <b>City</b> entry to conduct a damage appraisal.
(68)	33.1	I	<b>Contractor</b> fails to provide, or timely provide, Chief of Police or a designee with a written accident report.
(69)	33.2	I	<b>Contractor</b> fails to provide, or timely provide, Chief of Police or a designee with a copy of a claim or lawsuit.
(70)	34.1	I	<b>Contractor's personnel</b> fail to answer customers' telephone calls within the specified time period.
(71)	34.1	II	<b>Contractor's personnel</b> fail to release vehicles within the specified time period.
(72)	34.2	I	<b>Contractor's personnel</b> fail to provide the required information during a telephone call.
(73)	35.1	I	<b>Contractor</b> fails to provide <b>City</b> with <b>Contractor's</b> written procedures and forms for customers' complaints and damage/theft claims.
(74)	35.3	I	<b>Contractor</b> fails to respond, or timely respond, to customers' complaint or damage/theft claim.
(75)	36.1	II	<b>Contractor</b> fails to provide <b>City</b> with roadside service, towing, or other <b>services</b> for its vehicles.
(76)	37.1	II	<b>Contractor's</b> rates, fees, or charges exceed those set in the <b>Schedule</b> .
(77)	37.3	I	<b>Contractor</b> fails to provide a customer with an invoice or fails to itemize the <b>services</b> and the corresponding charges.
(78)	40.1	II	<b>Contractor</b> fails to accept an authorized form of payment.
(79)	40.2	II	<b>Contractor</b> imposes a surcharge on a credit card transaction.

	<u>Paragraph</u>	<u>Schedule</u>	<u>Description</u>
(80)	40.3	II	<b>Contractor</b> requires more than one form of picture identification.
(81)	41.1	I	<b>Contractor</b> fails to post at its facilities the required documents.
(82)	46.1	II	<b>Contractor</b> fails to obtain, pay for, or maintain the required liability and property damage insurance.
(83)	46.2	II	<b>Contractor</b> fails to obtain, pay for, or maintain the required amounts of liability and property damage insurance.
(84)	46.3	II	<b>Contractor</b> submits garage coverage form liability insurance that does not meet or exceed this <b>Agreement's</b> insurance requirements.
(85)	46.4	I	<b>Contractor</b> submits insurance from a non-admitted insurance company.
(86)	46.5	II	<b>Contractor</b> submits insurance that fails to conform to that Paragraph's requirements.
(87)	47.2	II	<b>Contractor</b> fails to obtain, pay for, or maintain the required workers' compensation insurance.
(88)	47.4	II	<b>Contractor</b> submits insurance that fails to conform to that Paragraph's requirements.
(89)	48.2	II	<b>Contractor</b> fails to provide <b>City</b> with a copy of an insurance policy or policies.
(90)	48.3	II	The insurance of <b>Contractor's subcontractor</b> fails to comply with this <b>Agreement's</b> insurance requirements.
(91)	48.4	II	<b>Contractor</b> fails to deliver <b>evidence of liability coverage</b> , or <b>evidence of workers' compensation coverage</b> , or both, 21 days before the insurance policy's or self-insurance program's expiration, cancellation, termination, revocation, or non-renewal.
(92)	53.1	II	<b>Contractor</b> fails to allow <b>City's</b> representative to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe <b>Contractor's</b> business records.
(93)	53.2	II	<b>Contractor</b> fails to maintain the required records.

**54.10** When **City** initially determines that **Contractor** did not perform, fulfill, or meet a **minimum performance standard**:

- (A) **City** shall give **Contractor** written notice ("notice of noncompliance with minimum performance standard"), identifying:
  - (1) The notice's issuance date;
  - (2) The **minimum performance standard** that **Contractor** did not perform, fulfill, or meet;
  - (3) The date and approximate time that **Contractor** did not perform, fulfill, or meet the **minimum performance standard**; and
  - (4) The conduct, act, or facts comprising the noncompliance.
- (B) Within seven (7) days after the notice's issuance date, **Contractor** shall pay **City** the full amount of the liquidated damages assessment by business checks, cash, certified check, or money order.
- (C) After paying the liquidated damages assessment, **Contractor** may submit to the Traffic Bureau Commander a written request for reconsideration of **City's** decision to impose liquidated damages.
- (D) The Chief of Police or a designee shall review the request and, in a written decision, shall either approve a refund to **Contractor** or deny the request.
- (E) Within seven (7) days after the written decision's issuance date, **Contractor** may file a written appeal to the City Manager, requesting reconsideration of the Chief of Police's, or the designee's, determination. The decision by the City Manager, or the City Manager's designee, is final, is nonappealable, and binds **Contractor**.
- (F) **City** shall mail a check to **Contractor** if the Chief of Police, the City Manager, or either one's designee, approves a refund.

**54.11** **Contractor** shall not:

- (A) Charge a person whose vehicle is covered under this **Agreement** the liquidated damages assessment that **Contractor** incurs; or
- (B) Subtract, deduct, or offset any amount from the liquidated damages assessment.



**54.12** If **Contractor** accumulates twelve (12) or more occurrences within any six (6) month period, or if **Contractor** fails to pay the liquidated damages assessment when due and owing, either event constitutes **Default** under Paragraph 56.1 and a breach of this **Agreement**, upon which **City** may immediately invoke a remedy listed under Paragraph 56.2, or allowed by law, or both.

**54.13** **Contractor's** obligations under Section 54 survive this **Agreement's** expiration, cancellation, or termination.

55. **PAYMENT OF TAXES**

**55.1** **Contractor** shall pay all taxes, including possessory interest taxes and California sales and use taxes, levied upon this **Agreement** or upon **Contractor's services** under this **Agreement**.

56. **DEFAULT AND REMEDIES**

**56.1** **Default** under this **Agreement** occurs upon any one or more of the following events:

- (A) **Contractor** refuses or fails— whether partially, fully, temporarily, or otherwise— to:
  - (1) Provide or maintain enough properly trained and licensed **personnel** to perform the **services** that this **Agreement** requires;
  - (2) Provide, operate, or maintain the type or quantity of **tow units** and equipment that this **Agreement** requires;
  - (3) Provide, operate, or maintain a business office, storage lot, or facility that this **Agreement** requires; or operate or maintain it at the location or in the manner that this **Agreement** requires; or
  - (4) Pay **City** the **VTACR Fee**, a liquidated damages assessment, or an amount, fee, or charge that this **Agreement** requires; or pay it when it is due or owing;
  - (5) Pay for, obtain, maintain, or renew the insurance policies or coverages that this **Agreement** requires; or
  - (6) Comply with indemnification, defense, or hold harmless provisions that this **Agreement** requires; or

- (B) **Contractor**, or its **personnel**, or both— whether partially, fully, temporarily, or otherwise:
- (1) Disregard or violate a law, ordinance, rule, procedure, regulation, or order;
  - (2) Refuse or fail to pay for, obtain, maintain, or renew the **requisite licenses**;
  - (3) Refuse or fail to abide by a directive, order, or decision of the Police Department or a police officer, or parking enforcement employee;
  - (4) Refuse or fail to observe, perform, fulfill, or conform to this **Agreement's minimum performance standards**;
  - (5) Refuse or fail to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement; or that refusal or failure continues for a period of thirty (30) days after written notice from **City**; or both;
  - (6) Knowingly makes or made a false, misleading, or fraudulent statement of material fact: in an oral or written communication to **City**, or in a report, correspondence, record, or document to **City**;
  - (7) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing **services** under this **Agreement**;
  - (8) Conducts or performs **services** in a manner contrary to the peace, health, safety, interest, convenience, or general welfare of the public; or

(C) **Contractor:**

- (1) Or another party for or on behalf of **Contractor**: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates or sublets— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this **Agreement**, without notifying **City**, or without **City's** written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers—whether in whole, in part, temporarily, or

otherwise— this **Agreement** or any interest in it, without notifying **City**, or without **City's** written authorization;

- (4) Has, or proposes, a **change in ownership**— whether in whole, in part, temporarily, or otherwise—without notifying **City**, or without **City's** written authorization;
  - (5) Gave City information, or made a verbal or written statement to **City**, relating to this Agreement, **Contractor's Proposal**, or while **City** evaluated **Contractor's Proposal**, that— whether in whole, in part, temporarily, or otherwise— was incomplete, incorrect, false, inaccurate, misleading, or fraudulent, regardless of whether **Contractor** intended to furnish the information in that manner;
  - (6) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on **Contractor's** behalf, is **convicted** under state or federal law, during this **Agreement's term**, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or
  - (7) Obtained this **Agreement's** award by use of fraud, trick, dishonesty, or forgery; or
- (D) **City** consistently or repeatedly receives complaints about **Contractor**, or its **personnel**, or both, from persons whose vehicles are covered under this **Agreement**; or
- (E) Any other justifiable cause or reason, as solely determined by the Chief of Police, or the City Manager, or either one's designee.

**56.2** Upon **Default**, at the option and sole discretion of the Chief of Police, or the City Manager, or either one's designee, **City** may exercise any one or more of the following remedies, without **City's** having to consider— or having to impose as a prerequisite— progressive discipline, an escalating penalty, or a lesser remedy:

- (A) At any time and without advance notice, **City** may:
  - (1) Investigate **Contractor's** violation, or alleged violation, of this **Agreement**;
  - (2) Immediately suspend— in whole or in part and for any length of time— this **Agreement**;

- (B) **City** may give **Contractor** thirty (30) advance days written notice, specifying:
  - (1) The **Default**, deficiency, inadequacy, violation, or breach;
  - (2) The corrective measure or cure that **Contractor** shall fully perform or implement; and
  - (3) The time period within which **Contractor** shall fully complete the corrective measure or cure;
- (C) Upon written notice to **Contractor**, **City** may extend the time in which **Contractor** shall fully remedy or cure the **Default**, deficiency, inadequacy, violation, or breach;
- (D) **City** may issue a written reprimand;
- (E) **City** may immediately suspend— in whole or in part and for any length of time— this **Agreement**;
- (F) **City** may terminate, cancel, or void— in whole or in part— this **Agreement** and all rights of **Contractor**;
- (G) **City** may use the services of another City of Glendale **OPTS**, or any other towing and storage firm, without **City's** incurring any liability to **Contractor**;
- (H) **City** may provide its own vehicle towing and storage **services**, without **City's** incurring any liability to **Contractor**;
- (I) **City** may withhold all monies, or a sum of money, due **Contractor** under this **Agreement**, which in **City's** sole determination, is sufficient to secure **Contractor's** performance of its duties or obligations under this **Agreement**;
- (J) **City** may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing an action in court:
  - (1) Seeking **Contractor's** specific performance of all or any part of this **Agreement**; or
  - (2) Recovering damages for **Contractor's** **Default**, breach, or violation of this **Agreement**; or
- (K) **City** may pursue any other available, lawful right, remedy, or action.

**56.3** If the Chief of Police or a designee proposes to terminate, cancel, or void this **Agreement** for **Default** or for any other reason, the Chief of Police or

designee shall forward a written recommendation to the City Manager or the City Manager's designee, who may approve or deny the recommendation, or alternatively, may impose anew any one or more of the remedies described in Paragraph 56.2.

**56.4** For purposes of this **Agreement**:

- (A) "**Prevailing party**" means a **Party** who dismisses the action or proceeding in exchange for any one or more of the following:
  - (1) Payment of the sum(s) allegedly due;
  - (2) Performance of the terms (s) or covenant(s) allegedly breached or violated; or
  - (3) Consideration substantially equal to the relief sought in the action.
- (B) "**Reasonable attorneys' fees**" of the City Attorney's Office are based on the fees regularly charged by private attorneys, who:
  - (1) Practice in a law firm located in Los Angeles County; and
  - (2) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney rendered services.

**56.5** If **City** or **Contractor** brings a lawsuit or proceeding at law or in equity because of Default, breach, or violation of this **Agreement**, or to enforce or interpret this **Agreement's** terms, the **prevailing party** is entitled to all of the following:

- (A) Costs and expenses of the action or proceeding;
- (B) Costs and expenses of an appeal;
- (C) **Reasonable attorneys' fees**; and
- (D) Any other reasonable or necessary disbursements.

**57. PERMITTED VARIATIONS IN CONTRACTOR'S SERVICES DUE TO FORCE MAJEURE**

**57.1** For the purposes of this **Agreement**, "**force majeure**" means an existing or future event or condition that is not a **Party's** fault and beyond a **Party's** reasonable ability to prevent, avoid, control, or remedy, including but not limited to, any one or more of the following:

- (A) Acts of God;
- (B) Epidemic;
- (C) Civil unrest, riot, rebellion, blockade;
- (D) Abnormally severe weather or road conditions;
- (E) Natural disasters;
- (F) Strikes or labor stoppages;
- (G) War, insurrections, terrorist acts, acts of sabotage; or
- (H) Another event or condition that is not a **Party's** fault and beyond a **Party's** reasonable ability to prevent, avoid, control, or remedy, except traffic conditions or congestion which **Contractor** can reasonably foresee and anticipate in performing the services under this **Agreement**.

**57.2** Neither **City** nor **Contractor** is in **Default** of an obligation under this **Agreement**, if an event or condition constituting a **force majeure** prevents or delays a **Party** from performing or fulfilling the obligation.

**57.3** A delay beyond a **Party's** control automatically extends the time, in an amount equal to the period of the delay, for the **Party** to perform the obligation under this **Agreement**.

**57.4** When an event or condition constituting **force majeure** delays or prevents, or imminently threatens to delay or prevent, **Contractor** from performing or fulfilling a duty or obligation under this **Agreement**, **Contractor** shall:

- (A) Notify the Traffic Bureau Commander by telephone, with written confirmation as soon as possible afterwards, of:
  - (1) The nature of the event or condition;
  - (2) The actual or expected time of the occurrence, event, or condition, and its expected duration;
  - (3) The impact of the occurrence, event, or condition on **Contractor's services**;
  - (4) The modified or reduced **services** that **Contractor** proposes to provide during the continuation of the occurrence, event, or condition; and

- (5) The steps **Contractor** proposes to take to restore full services;
- (B) Provide modified or reduced **services**, as practicable under the circumstances; and
- (C) Use all reasonable efforts to restore full **services** under this **Agreement**, at the earliest possible time.

**58. CONTRACTOR'S RIGHTS ANB DUTIES UPON TERMINATION; EXPIRATION**

**58.1** On this **Agreement's** termination or cancellation:

- (A) All rights and privileges granted to **Contractor** under this **Agreement** end;
- (B) Except as **City** directs otherwise, **Contractor** shall:
  - (1) Stop its **services** under this **Agreement** on the date and to the extent **City** specifies in its written termination or cancellation notice to **Contractor**;
  - (2) On the date that **City** specifies, take the action that **City** requires or deems necessary, including, but not limited to: protecting, preserving, moving, removing, transferring, or recovering the vehicles and their contents which are covered under this **Agreement** and which are in **Contractor's** possession, **custody**, care, or control;
  - (3) Allow a person or persons whom **City** designates to enter **Contractor's** storage lots, or other facilities, to move, remove, transfer, or recover the vehicles and their contents which are covered under this **Agreement** and which are in **Contractor's** possession, **custody**, care, or control; and
  - (4) Continue to fulfill and perform **services** that **City** has not terminated or canceled.

**58.2** On this **Agreement's** expiration:

- (A) All rights and privileges granted to **Contractor** under this **Agreement** end; and
- (B) Except as **City** directs otherwise, **Contractor** shall:
  - (1) Stop its **services** under this **Agreement**;

- (2) On the date that **City** specifies in a separate written notice, take the action that **City** requires or deems necessary, including, but not limited to: protecting, preserving, moving, removing, transferring, or recovering the vehicles and their contents which are covered under this **Agreement** and which are in **Contractor's** possession, **custody**, care, or control; and
- (3) Allow a person or persons whom **City** designates to enter **Contractor's** storage lots, or other facilities, to move, remove, transfer, or recover the vehicles and their contents which are covered under this **Agreement** and which are in **Contractor's** possession, **custody**, care, or control.

## 59. WAIVER

**59.1** If a **Party** fails to require the other to perform any term of this **Agreement**, that failure does not prevent the **Party** from later enforcing that term. If a **Party** waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term, or any other term. A waiver of a term will be valid only if it is in writing and signed by the **Party** waiving it.

**59.2** This **Agreement's** duties and obligations are:

- (A) Cumulative (rather than alternative) and in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and
- (B) Not exhausted by a **Party's** exercise of any one of them.

## 60. SURVIVAL

**60.1** This Section and the obligations set forth in Sections 12, 31, 32, 33, 43, 46, 47, 48, 49, 50, 51, 53, 54, 55, 56, 58, 59, 61, 63, 64, 65, 66, 67, and 68 survive this **Agreement's** expiration, cancellation, or termination.

## 61. NOTICES

**61.1** Unless this **Agreement** provides otherwise, the **Parties** shall:

- (A) Put in writing all notices and correspondence that this **Agreement** requires or permits; and
- (B) Give notice by:



- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested; or
- (4) Facsimile.

**61.2** All written notices or correspondence sent in the manner described in Paragraph 61.1 will be presumed "given" to a **Party** on whichever date occurs earliest:

- (A) The date of personal delivery;
- (B) The third (3rd) day following deposit in the U.S. mail, when sent by "first class" mail;
- (C) The date on which the **Party** or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (D) The date of transmission, when sent by facsimile.

**61.3** At any time, by providing written notice to the other **Party, City** or **Contractor** may change the place, or facsimile number, for giving notice.

**61.4** Notices from **Contractor** to **City**  
must be delivered to:

Chief of Police  
City of Glendale  
131 North Isabel Street  
Glendale, CA 91206-4382

FAX:

Notices from **City** to **Contractor**  
must be delivered to:

Contractor's Name  
Address

FAX:

## **62. TIME IS OF THE ESSENCE**

**62.1** Except when this **Agreement** states otherwise, time is of the essence in this **Agreement**. **Contractor** acknowledges that this **Agreement's** time limits and deadlines are reasonable, and therefore, **Contractor** shall comply with the time limits and deadlines imposed for performing every action that this **Agreement** requires.

### 63. **GOVERNING LAW: INTERPRETATION**

- 63.1** California's laws govern this **Agreement's** construction and interpretation.
- 63.2** Unless this **Agreement** provides otherwise, a reference to a law, ordinance, rule, or regulation:
- (A) Includes its later amendments, modifications, and successor legislation; and
  - (B) Is fully incorporated into, and is a part of, this **Agreement**.
- 63.3** All headings or captions in this **Agreement** are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.
- 63.4** This **Agreement** is the product of negotiation and compromise by both **Parties**. Every provision in this **Agreement** must be interpreted as though the **Parties** equally participated in its drafting. Therefore, despite the provisions in Civil Code Section 1654, if this **Agreement's** language is uncertain, the **Agreement** must not be construed against the Party causing the uncertainty to exist.
- 63.5** If a conflict exists between the documents referenced or included in this **Agreement**, the priority is as follows:
- (A) First, the most recent Amendment to this **Agreement**.
  - (B) Second, this **Agreement**.
  - (C) Third, the most recent Schedule of Rates and Charges.
  - (D) Fourth, the **RFP** and the Addenda.
  - (E) Fifth, **Contractor's Proposal**.
  - (F) Sixth, other referenced documents.
- 63.6** A reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this **Agreement** falls on a weekend, a legal holiday listed in either Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next business day. A reference to the time of day means local time for Glendale, California.

**63.7** Unless the content indicates otherwise, the use of the neuter, masculine, or feminine gender is for convenience only and the terms are interchangeable.

**64. JURISDICTION AND FORUM**

**64.1** If a dispute arises concerning this **Agreement's** subject matter or interpretation, the **Parties** shall file and try a court action or proceeding in only the Superior Court of California and in no other court.

**64.2** The **Parties** waive the right to:

- (A) File and try a court action or proceeding in federal court; and
- (B) Remove a court action or proceeding to federal court.

**65. ENTIRE AGREEMENT**

**65.1** This **Agreement** represents the entire and integrated agreement between the Parties. This **Agreement** supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither **Contractor** nor **City** has made any promises or representations, other than those contained in this **Agreement** or those implied by law.

**65.2** **Contractor** acknowledges its acceptance of all terms and conditions of this **Agreement**, including all requirements of the **RFP** and the Addenda. Any exception to this **Agreement's** terms and conditions must be clearly identified within the body of this **Agreement**.

**65.3** The **Parties** may modify this **Agreement**, or any part of it, by a written amendment with **Contractor's** and the City Manager's signature, subject to any requisite authorization by the **City Council**.

**66. FURTHER ASSURANCES**

**66.1** Upon **City's** request, at any time, **Contractor** shall promptly:

- (A) Take any further action; and
- (B) Sign, acknowledge, deliver, and have notarized all additional documents, as may be reasonable, necessary, or appropriate to carry out this **Agreement's** intent, purpose, and terms.

67. **PARTIAL VALIDITY**

67.1 The invalidity— in whole or in part— of one or more terms in this **Agreement** does not affect the remaining terms' validity.

68. **BINDING UPON SUCCESSORS**

68.1 This **Agreement** binds the **Parties** as well as their respective officers, agents, employees, representatives, and permitted successors and assigns.

69. **COUNTERPARTS**

69.1 This **Agreement** may be executed in counterparts, each of which is an original, but all of which constitute one and the same document. The **Parties** shall sign a sufficient number of counterparts so that each **Party** will receive a fully executed original of this **Agreement**.

70. **TOTAL NUMBER OF PAGES**

70.1 In total, this **Agreement** (including the signature blocks and exhibits) is \_\_\_\_\_ pages.

71. **REPRESENTATIONS OF AUTHORITY**

71.1 Each individual signing this **Agreement** on behalf of a **Party** who is not a natural person represents and certifies that:

- (A) The Party has complied with all necessary legal prerequisites— including: having adopted a motion or resolution, or having obtained written authorization or approval from partners or corporate officers— thereby enabling the individual to sign and deliver this **Agreement**;
- (B) The individual is duly authorized to sign this **Agreement**; and
- (C) The individual's signature binds the **Party** to this **Agreement's** terms and conditions.

**[SIGNATURES ON NEXT PAGE]**

The **Parties** signed this **Agreement** at Glendale, California, on the date opposite their signature.

**CITY OF GLENDALE**

Dated: \_\_\_\_\_, 2015

By \_\_\_\_\_  
Scott Ochoa  
City Manager

**CONTRACTOR**

Dated: \_\_\_\_\_, 2015

By \_\_\_\_\_  
President

**EXHIBIT "B":**

**SCHEDULE OF RATES AND CHARGES FOR THE  
CITY OF GLENDALE'S OFFICIAL POLICE TOW SERVICES**

EXHIBIT "B"

**SCHEDULE OF RATES AND CHARGES**  
**FOR THE CITY OF GLENDALE'S**  
**OFFICIAL POLICE TOW SERVICES**  
**(Effective July 1, 2014)**

The charges of all Official Police Tow Services (collectively, "Contractor") must not exceed the following towing, labor, and storage rates or fees, for any service performed under the Agreement with the City of Glendale:

In accordance with California Civil Code Section 1748.1(a), Contractor offers a discount rate to all individuals paying for towing and storage fees by a means other than credit card. The rate for paying by a means other than by credit card is discounted to encourage payment by cash, check, or other means not involving the use of a credit card and it is offered to all consumers.

**I. TOWING**

Charges must be based on an hourly rate for time actually consumed, except as specified otherwise in this Schedule of Rates and Charges:

**1. AUTOMOBILE AND MOTORCYCLES:**

	<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
For the first hour or fraction of it:	\$118.50	\$116.50
For each additional half-hour or fraction of it after the first hour:	\$59.50	\$58.50

**2. HEAVY DUTY TOW:**

For the first hour or fraction of it for a Heavy Duty unit and one operator:	\$227.00	\$223.50
For the first hour or fraction of it for each additional Heavy Duty unit with operator:	\$227.00	\$223.50
For each additional half-hour or fraction of it after the first hour:	\$114.50	\$113.00
For each hour or fraction of it for each additional tow personnel required:	\$51.00	\$50.00

Heavy Duty rates apply only when the type of vehicle to be towed or the circumstance necessitates the use of Heavy Duty equipment. Otherwise, those rates set forth in #1 above apply, regardless of the equipment used. Contractor shall not charge Heavy Duty rates when its standard tow equipment: was

employed, was unavailable, or would have been sufficient for the circumstances.

Examples of circumstances justifying the use of Heavy Duty equipment include, but are not limited to: uprighting an overturned passenger car or light truck; towing a vehicle with a load capacity in excess of one-ton; or winching a passenger car or light truck from an embankment.

**3. SPECIAL HEAVY DUTY TOW:**

	<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
For the first hour or fraction of it for a Special Heavy Duty unit and one operator:	\$342.50	\$337.50
For the first hour or fraction of it for each additional Special Heavy Duty unit with one operator:	\$342.50	\$337.50
For each additional half-hour or fraction of it after the first hour:	\$144.00	\$141.00
For each hour or fraction of it for each additional tow personnel required:	\$51.50	\$50.50

Special Heavy Duty rates apply only when the type of vehicle to be towed or the circumstance necessitates the use of Special Heavy Duty equipment. Otherwise, those rates set forth in #1 above (or, if applicable, #2 above) apply, regardless of the equipment used. Contractor shall not charge Special Heavy Duty rates when its standard or Heavy Duty tow equipment: was employed, was unavailable, or would have been sufficient for the circumstances.

Examples of circumstances justifying the use of Special Heavy Duty equipment include, but are not limited to: uprighting an overturned vehicle with a load capacity in excess of one-ton; towing a vehicle with three or more axles and a gross weight, laden or unladen, of 18,000 pounds or more; towing a vehicle, or combination of vehicles, which is "oversize," as defined by the California Vehicle Code; winching a vehicle, other than a passenger car or light truck, from an embankment; or vehicles specifically requiring special towing equipment or special preparation for handling.

**4. SPECIAL CONDITIONS; USE OF OUTSIDE TOW SERVICES AND/OR EQUIPMENT:**

If Contractor cannot handle within its assigned District a Heavy Duty tow (#2 above) or a Special Heavy Duty tow (#3 above), and if a tow firm (that is neither under contract with the City, nor a City-approved subcontractor who performs Heavy Duty or Super Heavy Duty tows on Contractor=s behalf) performs any service for, or provides any equipment to, Contractor, then Contractor=s rates and charges shall not exceed current California Highway Patrol area rates and charges.

**5. HAZARDOUS MATERIAL TOW:**

	<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
For the first hour or fraction of it when a vehicle carries any		



<i>hazardous material</i> , as defined in the U. S. Department of Transportation's Hazardous Material Regulations, 49 C.F.R. § 171.8 (2008), or any successor regulation or legislation:	\$513.00	\$505.50
For each additional half-hour or fraction of it after the first hour:	\$256.00	\$251.00
For each hour or fraction of it for each additional tow personnel required:	\$51.50	\$50.50

**6. MILEAGE CHARGES:**

Per mile may be charged when the vehicle owner or driver requests towing to a location more than five (5) miles outside the nearest boundary of Contractor's assigned area. The mileage rate may be charged for one-way travel, after the first five miles. Tows made from within five miles of Contractor's assigned boundaries are not subject to mileage charges.

	\$7.00	\$7.00
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**7. LIQUID WASTE MATERIAL REMOVAL:**

For each vehicle towed per incident for handling, collecting, removing, transporting, disposing or storing liquid waste materials. The charge includes all labor and materials.

	\$12.50	\$12.00
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**8. STOLEN PART AND BULK ITEM REMOVAL:**

For each vehicle towed per incident for removing stolen component parts. The charge includes all labor and materials.

	\$66.50	\$65.60
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For each vehicle towed per incident for removing bulk items. The charge includes all labor and materials.

	\$118.50	\$116.50
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**9. CANCELLATION OF TOW SERVICE; SERVICE CHARGES:**

- (A) When the Police Department, or the vehicle owner or driver, has requested Contractor's services, and tow service is canceled before Contractor has custody of the vehicle, Contractor

shall not charge the vehicle owner or driver any service charge or fee.

- (B) When the Police Department, or the vehicle owner or driver, has requested Contractor's services, and tow service is canceled after Contractor has custody of the vehicle, but has not yet left the scene, Contractor may charge the vehicle owner or driver not more than one-half of the base hourly rate for the applicable category of tow service on scene, as set forth in #1, #2, or #3 above.
- (C) When the Police Department, or the vehicle owner or driver, has requested Contractor's services, and tow service is canceled after Contractor has custody of the vehicle, and has left the scene, Contractor may charge the vehicle owner or driver the full base hourly rate for the applicable category of tow service deployed, as set forth in #1, #2, or #3 above.

For purposes of this Schedule of Rates and Charges, "custody" means and occurs when, whichever event happens earliest in time:

- (1) The tow unit driver or operator, or any other personnel of Contractor, receives the vehicle's door or ignition key; or
- (2) The tow unit, or other equipment, machinery or tool of Contractor, first connects to any part of the vehicle, regardless of whether the vehicle is upright or is raised off the ground; or
- (3) The tow unit driver or operator, or any other personnel of Contractor, first enters or moves any part of the vehicle; or
- (4) The vehicle is first placed upon Contractor's tow unit, vehicle, equipment, premises, lot or facility.

For purposes of this Schedule of Rates and Charges, "left the scene" means and occurs when:

- (1) The tow unit and the vehicle are in transit and have traveled more than ten (10) feet upon a roadway, from the location where Contractor obtained custody of the vehicle; or
- (2) The tow unit and the vehicle are in transit and are past the boundary of the private property from where Contractor obtained custody of the vehicle.

## **II. STORAGE AND AFTER-HOUR RELEASES**

Charges must be based on a daily rate, which extends from midnight to midnight of the following day:

	<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
<b>1. <u>BASE STORAGE RATES:</u></b>		
For an automobile, or a truck with a load capacity up to and including 1-ton:	\$37.00	\$36.50
For a motorcycle, a scooter, or a motorized cycle:	\$10.00	\$10.00
For a truck with a load capacity over 1-ton,		

a boat, or a trailer - less than 20 feet in length:	\$41.00	\$40.50
For a truck with a load capacity over 1-ton, a boat, or a trailer - 20 feet in length to 40 feet in length:	\$52.00	\$51.00
For a truck with a load capacity over 1-ton, a boat, or a trailer - more than 41 feet in length:	\$65.00	\$64.00
For a major vehicle component:	\$8.00	\$8.00
For bulk items (e.g., pallets, drums, boxes, metal, plastics, etc.)	\$.50/sq.ft.	\$.50/sq.ft.

**2. AFTER-HOUR STORAGE RELEASE:**

For an automobile, truck, motorcycle, scooter, or motorized cycle, boat or trailer.	\$59.00	\$58.00
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**3. SPECIAL CONDITIONS; EXCEPTIONS:**

- (A) Regardless of Contractor's posted business hours, when a request to release a vehicle is made after 6:00 p.m. and before 7:00 a.m. on Monday through Friday, or at any time on Saturday and Sunday, or at any time on a holiday that is specified in the **Agreement**, Contractor may charge the after-hour gate fee (which is in addition to the base storage charge).
- (B) When a request to release a vehicle is made within the first hour of storage, Contractor shall not charge a storage fee.
- (C) When a request to release a vehicle is made within the second hour of storage, Contractor may charge not more than one-half of the first day's storage fee, regardless of the calendar date.
- (D) When a request to release a vehicle is made within eight hours of storage, Contractor shall charge not more than one day's storage fee, regardless of the calendar date.
- (E) When a request to release a vehicle is made between 6:00 p.m. and 7:00 a.m., Contractor shall not charge one day's storage fee, if the release occurs within the mandatory release hours (7:00 a.m. to 6:00 p.m.) of the business day immediately following the request.

(Fees Revised 6-24-2014)

**EXHIBIT "C":**

**CHAPTER 10.55 OF GLENDAL MUNICIPAL CODE  
REGARDING OFFICIAL POLICE TOW SERVICES**

## Glendale Municipal Code

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[Title 10 VEHICLES AND TRAFFIC](#)**Chapter 10.55 OFFICIAL POLICE TOW SERVICES**

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**10.55.010 Intent and legislative purpose.**

This chapter's purpose is to:

A. Provide the public and the city's police department with prompt, safe, reliable, and responsive vehicle towing and storage services by:

1. Establishing official police tow services,
2. Contracting with private-sector tow companies, and
3. Setting minimum performance standards to ensure quality service;

B. Create a fair and an impartial means for selecting official police tow services; and

C. Establish a fee equal to the city's actual, reasonable administrative costs and expenses for administering the official police tow services providers' contract and operating a towing program on the public's behalf. (Ord. 5391 § 1, 2004)

**10.55.020 Findings.**

The city council finds, determines and declares that:

A. The city needs the services of one or more privately-owned tow companies to:

1. Effectively enforce parking and traffic laws;
2. Promptly tow vehicles that are inoperative or involved in a collision; and
3. Expeditiously remove and safely store vehicles that the police department impounds or holds for investigation, examination, or evidence.

B. This council's experience in awarding city contracts by using competitive procedures has proven successful and has delivered high-quality, responsive and dependable services to the community. It is now in the city's best interests to award one (1) or more official police tow services contracts through a competitive process.

C. Establishing three service areas, or "Districts," within which one (1) official police tow services provider will operate:

1. Is sufficient to provide a high level of service at the present time;
2. Contributes to the efficient administration of the city's towing program;
3. Ensures safe and prompt towing service on an emergency basis; and
4. Assures that an official police tow services provider receives ample income to adequately maintain equipment, personnel and service levels to the public.

D. California Vehicle Code section 12110(b) allows the city to charge a fee for awarding a private company the special privilege and exclusive right of towing vehicles on the city's behalf. Under that provision, the city may recover its actual and reasonable administrative costs related to its operating a towing program.

E. As part of a study of the police department's costs in using private contractors to provide vehicle towing, storage and roadside assistance to the public, the city's internal audit department determined that when the police department contracts with private tow companies to provide public assistance, the city

incurs substantial labor costs and administrative expenses, including, but not limited to:

1. Monitoring the tow company's compliance with the contract's service requirements;
2. Notifying the tow company of its non-compliance with a contract provision;
3. Enforcing the contract's terms; and
4. Reviewing and resolving customer service issues.

F. Therefore, creating a vehicle towing administrative cost recovery fee and requiring the private tow company to pay it are appropriate means for recovering the city's costs and expenses for administering the contracts with the private towing firms, operating the vehicle towing program and ensuring that the general public does not shoulder the burden of paying those costs. (Ord. 5391 § 1, 2004)

### **10.55.030 Definitions.**

For purposes of this chapter, the following words and phrases have the meanings ascribed to them unless the context otherwise requires:

"Non-consensual vehicle towing" means towing service:

1. Ordered or requested by the city's police department, park rangers or other city employees who are duly authorized by law to remove, impound or store vehicles; or
2. Done without the vehicle owner's or operator's knowledge, consent or authorization, regardless of whether the vehicle is on public or private property. Examples include, but are not limited to, when an owner or an operator:
  - a. Is arrested, detained, incapacitated, or physically unable to drive the vehicle, or
  - b. Fails to either designate or express a preference for a particular towing company.

"Official police tow services provider" means a person who:

1. Has a written contract with the city's police department or another city department;
2. Furnishes an owner or an operator with towing service; and
3. Is authorized in the city's contract to collect from an owner or an operator any one (1) or more of the charges that are listed in the contract's "Schedule of Rates and Charges for the City of Glendale's Official Police Tow Services" for providing towing service.

"Operator" means a person who is lawfully entitled to possession of a vehicle. The term includes the operator's agent.

"Owner" has the same meaning as that term is defined in Vehicle Code section 460, or any successor legislation. The term includes the owner's agent.

"Person" means an individual, company, firm, association, trust, estate, partnership, corporation, limited liability company, or an entity, however organized.

"Towed" means a vehicle hauled, pulled or transported by another vehicle equipped with a crane, hoist, winch, dolly, roll-back carrier, trailer or similar equipment.

"Towing service" means roadside assistance, towing, storing, lien-selling or related operation for a damaged, inoperative, abandoned, stolen, recovered, or illegally parked vehicle.

"Vehicle" has the same meaning as that term is defined in California Vehicle Code section 670, or any successor legislation. (Ord. 5391 § 1, 2004)

### **10.55.040 Police towing without city contract—Prohibited.**

No person shall perform or provide non-consensual vehicle towing in the city, unless the person is an official police tow services provider. (Ord. 5391 § 1, 2004)

#### **10.55.050 Official police tow services provider—Districts.**

A. The city establishes three (3) areas, or “Districts,” within which one (1) official police tow services provider will operate.

B. After giving an official police tow services provider thirty (30) days’ advance written notice, the city may change or alter a District or Districts at any time during the term of the official police tow services provider’s contract with the city, in any one or more of the following ways:

1. Enlarge, reduce or redraw a district’s boundaries; or
2. Increase or decrease the number of districts. (Ord. 5391 § 1, 2004)

#### **10.55.060 Official police tow services provider—Selection.**

A. Using an open, competitive process, the city council shall select a person to serve as an official police tow services provider. The chief of police shall prepare a request for proposals which, at a minimum, must include:

1. Specifications, terms, conditions and minimum performance standards for towing service; and
2. The procedures and standards for evaluating proposals and selecting an official police tow services provider.

B. By resolution, the city council shall adopt the request for proposals and authorize the city clerk to advertise for proposals.

C. In evaluating a proposal, the city council may consider all relevant facts or information, including any one (1) or more of the following criteria:

1. Demonstrated financial strength including, but not limited to, the proposer’s:
  - a. Current facilities, equipment, and personnel,
  - b. Capability of securing financing for facilities, equipment, personnel, or other resources,
  - c. Credit worthiness;
2. Quality of the proposer’s existing or proposed facilities, equipment and personnel;
3. Demonstrated and successful completion of services of similar scope and size, including, but not limited to:
  - a. Years of experience that the proposer has an official police tow services provider or a municipal service provider,
  - b. Timeliness of performance,
  - c. Customer satisfaction or complaints;
4. Other cities’ and clients’ evaluations of the proposer’s prior or current services;
5. Demonstrated safety record for the proposer’s tow vehicles and employees; or
6. Degree to which the proposer ascertained and addressed this city’s needs and priorities.

D. By resolution, the city council shall award a contract to a person whom the city council determines is the most qualified to serve as an official police tow services provider.

E. When it best serves the city’s interests, the city council may do any one (1) or more of the following:

1. Reject all proposals;

2. Amend, cancel or reissue a request for proposals;
3. Extend the deadline for accepting proposals; or
4. Establish and operate its own municipal towing service, or storage lot, or both. (Ord. 5391 § 1, 2004)

#### **10.55.070 Official police tow services provider—Contract.**

- A. An official police tow services provider shall enter into a written contract with the city.
- B. The chief of police shall establish, amend and enforce the contract's terms and conditions. The contract, in a form that the city attorney approves, must include at least the following provisions:
  1. A description of the District's boundaries;
  2. Minimum requirements and performance standards for equipment, facilities, personnel and services;
  3. Procedures for handling and protecting vehicles in the official police tow services provider's care, custody, or control;
  4. Conditions for releasing vehicles;
  5. Maximum allowable rates and charges;
  6. An indemnification provision satisfactory to the city attorney;
  7. Minimum insurance coverages and amounts, satisfactory to the city's risk manager or the city attorney;
  8. The term of the contract and grounds for its suspension, termination, or cancellation. (Ord. 5391 § 1, 2004)

#### **10.55.080 Official police tow services provider—Compensation.**

A. Except as the official police tow services provider's contract or the law provides, an official police tow services provider shall not receive any compensation from the city for providing or performing non-consensual vehicle towing. An official police tow services provider will receive compensation for providing or performing towing service by its collecting from an owner or an operator any one (1) or more of the fees and charges that are listed in the contract's "Schedule of Rates and Charges for the City of Glendale's Official Police Tow Services."

B. In place of the city's paying compensation and in exchange for the official police tow services provider's services, the city grants the official police tow services provider, during the contract's term, the special privilege and exclusive right of:

1. Identifying itself as one of the city's "official police tow services";
2. Operating within a designated District;
3. Receiving the police department's calls for service; and
4. Furnishing the public with non-consensual vehicle towing. (Ord. 5391 § 1, 2004)

#### **10.55.090 Administrative cost recovery for vehicle towing—Fee.**

The city establishes a vehicle towing administrative cost recovery fee for the city's administering the official police tow services providers' contract and operating a vehicle towing program ("VTACR fee"). (Ord. 5391 § 1, 2004)



**10.55.100 VTACR fee—Payment.**

- A. An official police tow services provider shall:
1. Remit quarterly to the city, on the payment due date, the VTACR fee for each vehicle, during the preceding calendar quarter, which the official police tow services provider towed;
  2. Disclose on the city's quarterly reporting form the total:
    - a. Number of vehicles, during the preceding calendar quarter, that the official police tow services provider: (1) Towed,
    - (2) Towed and then lien sold, but the vehicle had an appraised value of less than three hundred dollars (\$300.00) before the lien sale, and
    - (3) Towed and then lien sold, but received insufficient sale proceeds to pay the official police tow services provider's total charges and administrative costs,
    - b. Amount of the VTACR fee, during the preceding calendar quarter, that the official police tow services provider collected from the towed vehicles' owners and operators, and
    - c. Amount of the VTACR fee that the official police tow services provider is paying to the city;
  3. Submit to the Director of Administrative Services:
    - a. A completed quarterly reporting form, signed under penalty of perjury by an officer of the official police tow services provider, and
    - b. The quarterly payment of the VTACR fee;
  4. Pay the VTACR fee by business check, cash, certified check or money order; and
  5. Remit the full amount of the VTACR fee when due and owing.
- B. Paying the VTACR fee is an obligation that an official police tow services provider unconditionally owes the city. However, at its option, the official police tow services provider may charge a vehicle's owner or operator the VTACR fee:
1. Upon an official police tow services provider's request, an owner or an operator whose vehicle an official police tow services provider towed shall pay the full amount of the VTACR fee to the official police tow services provider; and
  2. When an official police tow services provider collects the VTACR fee from an owner or an operator, the official police tow services provider shall hold each collected VTACR fee payment in trust for the city's account until the official police tow services provider remits the collected sum to the city.
- C. Except as section 10.55.110 provides, an official police tow services provider shall not subtract, deduct or offset any amount from the VTACR fee for any reason, including the belief that any one or more of the VTACR fee payments may be subject to a counterclaim, setoff, deduction or defense. By paying the VTACR fee, an official police tow services provider does not waive any right or remedy that the official police tow services provider may have under the law or under its contract with the city.
- D. The city may accept a check, cash payment or money order marked "payment in full," or words of similar effect, without the city's waiving its right to collect from an official police tow services provider the full amount of the VTACR fee that the official police tow services provider owes the city.
- E. An official police tow services provider shall immediately remit the quarterly payment of the VTACR Fee and submit the quarterly reporting form to the director of administrative services upon the official tow services provider's closing its business, or its ceasing to exist, for any reason.

(Ord. 5391 § 1, 2004)

**10.55.110 VTACR fee—Exceptions.**

A. An official police tow services provider shall not remit to the city the VTACR fee under section 10.55.100(A), for a vehicle that the official police tow services provider towed, under any of the following circumstances:

1. When the official police tow services provider lien sells the vehicle and:
  - a. The vehicle's appraised value is less than three hundred dollars (\$300.00) before the lien sale, or
  - b. The lien sale proceeds are insufficient to pay the official police tow services provider's total charges and administrative costs; or
2. When the official police tow services provider does not collect the VTACR fee from an owner or an operator for a reason listed in subsection (B) of this section.

B. An official police services provider shall not collect from an owner or an operator the VTACR fee under section 10.55.100(B), for a vehicle that the official police tow services provider towed under any of the following circumstances:

1. When the vehicle was:
  - a. Reported stolen and recovered,
  - b. Driven or taken without the owner's or the operator's express or implied permission, and the vehicle was evidence of a crime, contained evidence of a crime or was part of a criminal investigation,
  - c. Impounded in error;
2. When a court orders a waiver of the VTACR fee;
3. When state law or this code exempts or excludes an owner or an operator from paying a VTACR fee. (Ord. 5391 § 1, 2004)

#### **10.55.120 VTACR fee—Record retention.**

A. For a period of three (3) years following its quarterly VTACR fee payment to the city, the official police tow services provider shall maintain true, accurate and correct written records that reflect:

1. The number of vehicles, during the preceding calendar quarter, that the official police tow services provider:
  - a. Towed,
  - b. Towed and then lien sold, but the vehicle had an appraised value of less than three hundred dollars (\$300.00) before the lien sale, and
  - c. Towed and then lien sold, but received insufficient sale proceeds to pay the official police tow services provider's total charges and administrative costs;
2. The date and the amount of each VTACR fee payment that an official police tow services provider collected from the owner or operator whose vehicle the official police tow services provider towed; and
3. The name, address and telephone number of the person who paid the VTACR fee.

B. At any time, upon the city's request, an official police tow services provider shall furnish the chief of police, the director of administrative services or either one's designee, all documents, data, information and records concerning an official police tow services provider's calculation, collection, or payment of the VTACR fee. (Ord. 5391 § 1, 2004)

#### **10.55.130 VTACR fee—Audit.**

A. Upon the city's receipt of a quarterly VTACR fee payment or a VTACR fee reporting form, or

both, the city reserves its right to review and contest the amount, sufficiency or accuracy of the payment, or the data or information on the reporting form, or both.

B. The city may audit an official police tow services provider's records to verify that an official police tow services provider properly calculated, collected, or paid the VTACR fee. If the result of the city's audit shows:

1. A VTACR fee underpayment of less than five (5) percent of the full amount that an official police tow services provider actually owed or a VTACR overpayment, the city shall pay its own costs related to the audit.

2. A VTACR Fee underpayment of five (5) percent or more of the full amount that an official police tow services provider actually owed, the official police tow services provider shall pay to the director of administrative services all of the following:

a. The full amount of the underpayment ("VTACR fee underpayment or shortfall") as determined by the city's audit;

b. An administrative cost recovery charge for the city's performing a VTACR fee payment audit ("VTACR audit charge"); and

c. A penalty assessment for the official police tow services provider's underpaying the VTACR fee ("VTACR penalty assessment fee").

3. A VTACR underpayment of ten (10) percent or more, the city may treat an official police tow services provider's VTACR fee underpayment as a default and a material breach upon which the city may immediately terminate or suspend the official tow services provider's contract or invoke another remedy that the contract or the law allows. (Ord. 5391 § 1, 2004)

#### **10.55.140 VTACR fee—Late or missed payment.**

An official police tow services provider shall pay to the director of administrative services a VTACR late payment fee, in the form of interest, under any one or more of the following circumstances:

A. When an official police tow services provider misses a VTACR fee payment or remits it more than thirty (30) days beyond its payment due date;

B. When an official police tow services provider owes a VTACR fee underpayment or shortfall; or

C. When an official police tow services provider fails to pay the VTACR audit charge or the VTACR penalty assessment fee on or before its due date, as set forth in the city's written notice to an official police tow services provider, describing the audit result and listing the total VTACR fee underpayment or shortfall. (Ord. 5391 § 1, 2004)

#### **10.55.150 Resolution establishing fees and charges.**

A. By resolution, the city council shall establish or modify:

1. The amount or the rate of the fees and charges under this chapter, basing them on the actual and reasonable costs to the city, including administration and overhead, for administering the official police tow services providers' contract and operating the vehicle towing program; and

2. The payment date and delinquent payment date of the fees and charges under this chapter.

B. To reflect cost-of-living changes and to ensure that changing economic conditions do not impair the real value of the fees and charges under this chapter, on July 1 of each year the chief of police shall:

1. Review each fee and each charge; and

2. Adjust the fee, or the charge, or both:

a. Upward or downward by the same percentage increase or decrease, occurring during the previous twelve (12) months, in the consumer price index for all urban consumers ("CPI-U") for the Los Angeles-Anaheim-Riverside Metropolitan Area (published by the Bureau of Labor Statistics, U.S. Department of Labor), or applying a similar index if the CPI-U is not published or available, and

b. To the nearest one dollar (\$1.00).

c. In addition to adjusting the fees and the charges for cost-of-living changes under section 10.55.150(B), the chief of police shall recommend, with the city manager's approval, that the city council revise the fees and the charges when a change in the cost of either administering the official police tow services providers' contract or operating the vehicle towing program makes the revision appropriate.

d. The chief of police may prepare, adopt, amend and enforce rules, regulations or procedures for calculating, collecting, paying and administering the fees and charges under this chapter.

e. A copy of the resolution establishing the current fees and charges under this chapter will remain on file and will be available for inspection in the police department. (Ord. 5391 § 1, 2004)

#### **10.55.160 Unpaid fee or charge—Civil debt.**

A. The fees and charges under this chapter are in addition to any one (1) or more of:

1. The charges, fees, or fines that an owner or an operator may owe the city under a California Vehicle Code provision, or Title 10 of this code, or both; or

2. The charges that an owner or an operator may owe an official police tow services provider under the "Schedule of Rates and Charges for the City of Glendale's Official Police Tow Services."

B. When a person fails, neglects or refuses to pay, collect or remit the VTACR fee under section 10.55.100(A) or 10.55.100(B), or when a person otherwise pays that fee but later cancels or stops payment on it and in either situation that fee's payment, collection or remittance is lawfully due or owing, the entire amount of the unpaid, uncollected or non-remitted VTACR fee constitutes a debt to the city by that person, from whom the city may recover in a civil action. (Ord. 5391 § 1, 2004)

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View the [mobile version](#).

**EXHIBIT "D":**

**CITYWIDE FEE SCHEDULE – VTACR FEE**

**FY 2015-16 Citywide Fee Schedule - Fees, Fines, Rates & Charges**

**VI - Police**

**Section 1: Miscellaneous Police Fees**

#	Service Title	FY 2015-16 Fees	Unit/Time	FY 2015-16 Effective Date
25	Post Impound Hearing Charge	\$ 75.00	Per hearing/ review	7/1/2015
26	Repossession Fee <sup>C</sup>	\$ 15.00		7/1/2015
27	Subpoena Fees for Documents <sup>D</sup>	\$ 24.00	or as permitted by law	7/1/2015
28	Subpoena Fees for Witnesses	As permitted by law		7/1/2015
29	Traffic Accident Report	\$ 16.00		7/1/2015
30	Vehicle Towing Administrative Cost Recovery (VTACR) Fee	\$ 250.00		7/1/2015
31	Vehicle Towing Administrative Cost Recovery (VTACR) Fee Audit Charge (All costs and expenses that the city incurs in performing an audit of the Official Police Tow Service (OPTS), For Provider's VTACR Fee payment, the City's audit reveals an underpayment	5%		7/1/2015
32	Vehicle Towing Administrative Cost Recovery (VTACR) Fee Penalty Assessment Fee-(10%) of the total amount of the VTACR Fee underpayment or shortfall, the City's audit reveals that the VTACR underpayment is five percent (5%) or more of the full amount owed.	10%		7/1/2015
33	Vehicle Towing Administrative Cost Recovery (VTACR) Fee Late Payment Fee Payment of VTACR fee that is more than thirty (30) days beyond its Payment Due Date	12%	Monthly	7/1/2015
34	Vehicle Towing Administrative Cost Recovery (VTACR) Fee Late Payment Fee Underpayment/shortfall remittance	12%	Per month/unpaid amt.	7/1/2015
35	Vehicle Impound Release Fee	\$ 70.00	Per Vehicle	7/1/2015
36	DUI - Vehicle Impound Release Fee	\$ 35.00		7/1/2015
37	Oversized Vehicle - 3 Nights	\$ 20.00		7/1/2015
38	Traffic Accident Report - Property Damage Only	Actual Cost will Vary		7/1/2015
39	Traffic Accident Report - Injury Report	Actual Cost will Vary		7/1/2015
40	Pay-to-stay Fees	\$ 90.00	Per Day	7/1/2015
41	Booking Fee <sup>E</sup>	\$ 142.00	Per Individual	7/1/2015
42	DUI Related Incidents - Cost Recovery <sup>F</sup>	Actual Cost		7/1/2015

**EXHIBIT "E":**

**RESOLUTION NO. 07-219**

Adopted  
12-04-07  
Weaver/Quintero  
Yousefian: Absent

**RESOLUTION NO. 07-219**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF GLENDALE REPEALING RESOLUTION NO. 04-63  
AND ESTABLISHING FEES AND CHARGES BY THE POLICE  
DEPARTMENT FOR COPIES OF PUBLIC DOCUMENTS,  
RECORDS, AND OTHER SERVICES**

**WHEREAS**, on May 4, 2004, the City Council adopted Resolution No. 04-63 modifying fees for certain Police Department services;

**WHEREAS**, the City Auditor has issued a report on police fees and related services and has recommended that certain fees be increased to cover allowable City costs; and

**WHEREAS**, the Chief of Police has reviewed the City Auditor's report on charges for certain police services and documents, and with the approval of the City Manager recommends the establishment and modification of certain fees;

**WHEREAS**, sections 8.12.060 and 8.12.135 of the Glendale Municipal Code, 1995, authorize the assessment of service charges and fees against persons when a police or fire response occurs as a result of false alarms; and

**WHEREAS**, Glendale Municipal Code sections 10.55.150 and 10.56.090, 1995, authorize the adjustment to reflect cost of living changes for the vehicle towing administrative cost recovery fee, vehicle impound release fee, and the post-impound hearing charge;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Glendale that the following fee schedule be adopted for the Police Department:

**SECTION 1.** Resolution 04-63 is hereby repealed.

**SECTION 2.** The following fees and charges are hereby established for Police Department services:



Traffic Accident Reports .....	\$10.00
Crime Reports .....	No charge to victims
Photographs :	
4 x 6 .....	\$ 2.00
8 x 12 .....	\$ 5.00
Proof sheet .....	\$12.00
Compact Disk (CD) .....	\$ 3.00
Fingerprint Cards .....	\$15.00 per card
Communications Recorded Reproduction .....	\$15.00 per ½ hour
(Audio and Video)	
Data Analysis Services .....	\$54.00 per hour (one hour minimum)
Local Criminal History Letter .....	\$25.00
Concealed Weapons Permit .....	\$100.00
Renewal .....	\$ 25.00
Permit for the Retail Sales of	
Concealable Weapons .....	\$100.00
Renewal .....	\$ 25.00
Emergency Alarm Permit Fee - Residential .....	\$ 75.00
Emergency Alarm Permit Fee - Commercial .....	\$100.00
(Note: The above annual alarm permit fee is waived if no false alarm incidents occur during the prior year.)	
False Alarm - Alarm Response	
(1 <sup>st</sup> and 2 <sup>nd</sup> incident with permit) .....	No charge
False Alarm - Alarm Response	
(3 <sup>rd</sup> incident with permit) .....	\$100.00
False Alarm - Alarm Response	
(4 <sup>th</sup> incident with permit) .....	\$150.00
False Alarm - Alarm Response	
(5 <sup>th</sup> and subsequent incident with permit) .....	\$200.00

False Alarm - Alarm Response  
(1<sup>st</sup> incident without permit) . . . . . \$150.00

False Alarm - Alarm Response  
(2<sup>nd</sup> incident without permit). . . . . \$175.00

False Alarm - Alarm Response  
(3<sup>rd</sup> incident without permit) . . . . . \$200.00

False Alarm - Alarm Response  
(4<sup>th</sup> incident without permit) . . . . . \$225.00

False Alarm - Alarm Response  
(5<sup>th</sup> and subsequent incident without permit). . . . . \$250.00

**False Alarm Response - Late Payment Fee**

- For a payment of a False Alarm Response Fee that is more than thirty (30) days beyond the payment due day noted on the invoice, a late fee in the amount of \$25.00 shall be added.
- Until the unpaid False Alarm Fee and any late fee payment amounts are paid in full, interest accrues each day on the unpaid amount owed using the interest rate described in SECTION 4.

Repossession Report Fee . . . . . \$15.00

Subpoena Fee for Documents . . . . . \$24.00 or as permitted by law.

Subpoena Fee for Witnesses . . . . . To be charged as permitted by law.

**Vehicle Towing Administrative**

Cost Recovery Fee ("VTACR Fee"). . . . . \$ 94.00 per vehicle  
(Vehicles that are lien-sold and have an appraised value of less than \$300.00 are not subject to this fee.)

VTACR Audit Charge . . . . . All costs and expenses that the city incurs in performing an audit of the Official Police Tow Services ("OPTS") Provider's payment of the VTACR Fee, when the city's audit reveals that the VTACR Fee Underpayment or Shortfall is five

percent (5%) or more of the full amount that the OPTS Provider actually owed.

VTACR Penalty Assessment Fee . . . . . Ten percent (10%) of the total amount of the VTACR Fee Underpayment or Shortfall, when the city's audit reveals that the VTACR Fee Underpayment or Shortfall is five percent (5%) or more of the full amount that the OPTS Provider actually owed.

**VTACR Late Payment Fee**

- For a payment of the VTACR Fee that is more than thirty (30) days beyond its PAYMENT DUE date, as set forth in SECTION 3 of this Resolution.
  - Until the unpaid amount is paid in full, interest accrues each day on the unpaid amount owed, beginning on the corresponding DELINQUENT date listed in SECTION 3 of this Resolution and using the interest rate described in SECTION 4.
  
- For a VTACR Fee Underpayment or Shortfall remittance
  - Until the unpaid amount is paid in full, interest accrues each day on the unpaid amount owed, beginning on the PAYMENT DUE date on which the full VTACR Fee was originally owed, as listed in SECTION 3 of this Resolution, and using the interest rate described in SECTION 4.
  
- For a payment of the VTACR Audit Charge or the VTACR Penalty Assessment Fee that is beyond the date on which it is due, as set forth in the city's written notice to the OPTS Provider
  - Until the unpaid amount is paid in full, interest accrues each day on the unpaid amount owed, beginning on the day after its due date and using the interest rate described in SECTION 4.

Vehicle Impound Release Fee . . . . . \$7.00 per vehicle

Post-Impound Hearing Charge . . . . . \$32.00 per hearing or review

**SECTION 3.** The following schedule of payment due dates and delinquent dates for the VTACR

Fee is established:

<u>QUARTERS</u>	<u>3-MONTH PERIOD</u>	<u>PAYMENT DUE</u>	<u>DELINQUENT</u>
1 <sup>ST</sup> Quarter	Jan-Feb-Mar	April 1	May 1
2 <sup>ND</sup> Quarter	April-May-June	July 1	August 1
3 <sup>RD</sup> Quarter	July-August-Sept	October 1	November 1
4 <sup>TH</sup> Quarter	Oct-Nov-Dec	January 1	February 1

**SECTION 4.** The following interest rate, whichever is lower, is established for the VTACR Late Payment Fee and the False Alarm Late Payment Fee:


- An annual rate equal to twelve percent (12%) per annum; or
- The maximum rate applicable law permits.


**SECTION 5.** This Resolution takes effect on the thirtieth day after its adoption.

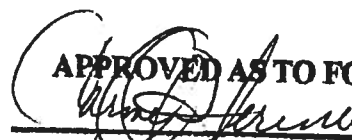
**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE,** that Council approval be and hereby is granted to the Chief of Police to charge the fees specified and described herein for the above listed services.

Adopted by the Council of the City of Glendale on the 4th day of December, 2007.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor

**APPROVED AS TO FORM**  
  
\_\_\_\_\_  
General Counsel - Police

Date: 12/12/07

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES        )        SS.

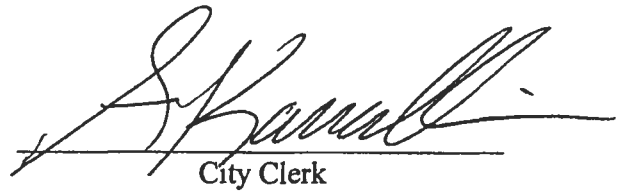
I, ARDASHES KASSAKHIAN, City Clerk of the City of Glendale, certify that the foregoing Resolution No. 07-219 was adopted by the Council of the City of Glendale, by a majority of the members thereof, at a regular meeting held on the 4th day of December, 2007, and that the same was adopted by the following vote:

Ayes:     Drayman, Quintero, Weaver, Najarian

Noes:     None

Absent:   Yousefian

Abstain:  None

  
\_\_\_\_\_  
City Clerk

**EXHIBIT "F":**

**MAP ILLUSTRATING IND, IMU, IMU-R ZONED AREAS IN GLENDALE**



## **PROPOSAL FORMS**



**PROPOSAL**  
FOR  
OFFICIAL POLICE TOW SERVICES  
FOR:

**DISTRICT 1**      **DISTRICT 2**      **DISTRICT 3**  
                                           

(MARK ONE OR MORE)

Date: \_\_\_\_\_, 20\_\_\_\_

Proposer: \_\_\_\_\_  
Name of Business

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**TO THE CITY OF GLENDALE, CALIFORNIA:**

In response to the Request for Proposals ("RFP") by the City of Glendale ("City"), the undersigned person or entity ("Proposer") now submits this Proposal ("Proposal"), with the accompanying forms and attachments.

1. In submitting this Proposal, Proposer certifies that:
  - A. Proposer has read, examined, and is fully familiar with all three of the items below (collectively, "the Documents"):
    - (1) The RFP's provisions;
    - (2) The Contract's terms, conditions, requirements, specifications, and minimum performance standards; and
    - (3) Any Addenda issued during the proposal period;
  - B. Proposer has carefully checked all words, figures, and statements made in the Documents;
  - C. Proposer is satisfied that the Documents are accurate;
  - D. Proposer understands and accepts all of the Documents' provisions;
  - E. Proposer has examined the area comprising the tow District for which this Proposal is submitted, and Proposer is fully familiar with all conditions and matters that may affect, in any way, Proposer's services or costs;
  - F. Proposer has fully considered all other matters that may affect, in any way, Proposer's services or costs;
  - G. Proposer offers to fully perform all of the duties and obligations specified in the Documents in exchange for the consideration described in the Documents;

- H. This Proposal is an irrevocable offer for a period of at least one-hundred-fifty (150) calendar days following City's opening of all Proposals;
  - I. Except as the Contract or California law allows, City is not liable or responsible for any costs, fees, or expenses that Proposer incurs for any one or more of the following:
    - (1) Responding to this RFP;
    - (2) Anticipating or preparing for an award of a tow District;
    - (3) Obtaining any equipment, personnel, facilities, or other items to comply with the Documents' provisions; or
    - (4) Performing the services under the Contract;
  - J. Within fourteen (14) calendar days after City issues the Notice of Intent to Award OPTS Contract, or within any extension that City may allow, Proposer agrees to:
    - (1) Sign and deliver the Contract, of which the RFP, its attached Exhibits, and the Notice calling for Proposals are a part; and
    - (2) Furnish the insurance that the Documents require;
  - K. At City's sole discretion, City may apply the money payable under the Proposal Bond (PF:6 to PF:8) or the Cashier's Check toward payment of City's damages, if Proposer defaults in signing and delivering the Contract, or furnishing the required insurance, or both; and
  - L. At its expense, Proposer agrees to indemnify, defend, and hold harmless City and its Police Department— including, each one's officers, agents, employees, and representatives— from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses), if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:
    - (1) Proposer's submitting the Proposal;
    - (2) City's accepting Proposer's Proposal; or
    - (3) City's awarding a contract to Proposer in compliance with this RFP, or state, federal, or local laws.
2. Under the penalty of perjury, Proposer certifies that:
- A. This Proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on behalf of, any person, partnership, corporation, firm, organization, or another entity not named or disclosed in the Proposal;
  - B. Proposer did not, directly or indirectly, induce, agree, or solicit anyone else to submit a false or sham Proposal, to refrain from proposing, to withdraw a Proposal, or to attempt to induce an action prejudicial to City's interests;
  - C. Proposer has not sought by collusion, in any manner, to secure for Proposer any advantage over other proposers; and
  - D. All facts and statements in the Proposal are completely true, accurate, and correct.

- E. By signing this Proposal, each individual below represents and warrants that the individual:
- (1) Has the right, power, legal capacity, and authority not only to sign this Proposal on the Proposer's behalf, but also to bind the Proposer to this Proposal; and
  - (2) Binds the Proposer to this Proposal.

**SIGNATURE MUST BE ACKNOWLEDGED  
BEFORE A NOTARY (USE FORM PF:4)**

**PROPOSER:**

By \_\_\_\_\_  
Signature

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

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**IF PROPOSER IS A CORPORATION,  
PLACE IMPRINT OF CORPORATE SEAL  
BELOW:**

**IF PROPOSER IS A PARTNERSHIP,  
JOINT VENTURE, OR OTHER LEGAL  
ENTITY, THEN EACH PARTNER,  
PRINCIPAL, OR INDIVIDUAL MUST SIGN  
THIS PROPOSAL ON PAGE PF:5,  
IN FRONT OF A NOTARY**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**ADDITIONAL SIGNATURE PAGE  
FOR PROPOSAL**

**SIGNATURES MUST BE ACKNOWLEDGED  
BEFORE A NOTARY (USE FORM PF:6)**

**PROPOSER:**

By \_\_\_\_\_  
Signature

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

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_  
Signature

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

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_  
Signature

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

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_  
Signature

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

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

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State of California )
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_
[ ] Corporate Officer — Title(s): \_\_\_\_\_
[ ] Partner — [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other: \_\_\_\_\_
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_
[ ] Corporate Officer — Title(s): \_\_\_\_\_
[ ] Partner — [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other: \_\_\_\_\_
Signer Is Representing: \_\_\_\_\_

# PROPOSAL BOND

Bond No. \_\_\_\_\_ Premium \$ \_\_\_\_\_

## RECITALS:

1. The City of Glendale, California ("City"), has issued a Request for Proposals for Official Police Tow Services ("the RFP") which is made a part of this Bond;
2. In response to the RFP, \_\_\_\_\_ ("Principal"),  
(Name and Address of Proposer)  
has submitted to City a Proposal, dated \_\_\_\_\_, 20 \_\_\_\_\_, ("the Proposal") which is made a part of this Bond, to furnish and perform the services set forth in the RFP; and
3. Principal is required to furnish a form of security with the Proposal.

## AGREEMENT:

**THEREFORE**, We, Principal and \_\_\_\_\_ ("Surety"), a duly admitted surety insurer under California's laws, whose office is located at \_\_\_\_\_, and telephone number is \_\_\_\_\_, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of Five Thousand Dollars (\$5,000.00).

**THE CONDITION OF THIS BOND'S OBLIGATION IS THAT**, if: (1) City awards Principal a Contract in response to the Proposal, and (2) within the time and in the manner specified by the RFP, Principal (a) signs and delivers the Contract to City, and (b) furnishes the required insurance, then the Obligation becomes null and void. Otherwise, this Bond's Obligation remains in full force and effect. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must also pay City's reasonable attorneys' fees, in an amount the Court fixes.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Executed on \_\_\_\_\_, 20 \_\_\_\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address for Serving Notices or Other Documents:  
\_\_\_\_\_  
\_\_\_\_\_

Address for Serving Notices or Other Documents:  
\_\_\_\_\_  
\_\_\_\_\_

California Registered Agent for Surety: \_\_\_\_\_.

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_.

California Department of Insurance License Number for Surety: \_\_\_\_\_.

**IF PRINCIPAL OR SURETY IS A CORPORATION, PLACE IMPRINT OF CORPORATE SEAL BELOW.**

Corporate or individual Principal and Surety must have signatures acknowledged before a Notary Public.  
**(SEE NOTARY FORMS, PAGES PF:8 - PF:9)**

Any person signing as attorney-in-fact must attach evidence of the authority.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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*Place Notary Seal Above*

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Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# PROPOSER'S QUALIFICATIONS STATEMENT

All responses must be typewritten or printed legibly in ink. When additional space is needed to explain an answer, attach sheets as necessary. In Section 20 of this form, list and describe each attachment. Failure to (1) complete this form, (2) return it, or (3) attach a required document may render the Proposal non-responsive.

## 1. BUSINESS ORGANIZATION / STRUCTURE

1.1 Your firm is a:

- Corporation                       Sole Proprietorship                       Other: \_\_\_\_\_   
 Limited Liability Company       General or Limited Partnership

1.2 If your firm is a corporation, answer the following:

1.2.1 Date of incorporation: \_\_\_\_\_

1.2.2 State of incorporation: \_\_\_\_\_

1.2.3 Corporate ID number: \_\_\_\_\_

1.2.4 President's name: \_\_\_\_\_

1.2.5 Vice President's name: \_\_\_\_\_

1.2.6 Secretary's name: \_\_\_\_\_

1.2.7 Treasurer's name: \_\_\_\_\_

1.2.8 Agent for Service of Process: \_\_\_\_\_

1.2.9 Agent's Address: \_\_\_\_\_

1.2.10 Is your firm a publicly traded corporation?

- Yes     No

1.2.11 For any person, firm or entity who owns 25% or more of the corporation's stock, identify the individual, firm or entity and the corresponding percentage of ownership:

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

1.3 If your firm is a limited liability company, answer the following:

1.3.1 Date of formation: \_\_\_\_\_

1.3.2 State of formation: \_\_\_\_\_

1.3.3 Secretary of State's File or ID number: \_\_\_\_\_

1.3.4 Chief Executive Officer's name: \_\_\_\_\_

1.3.5 Name of Manager(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.3.6 Agent for Service of Process: \_\_\_\_\_

1.3.7 Agent's Address: \_\_\_\_\_

1.3.8 For any person, firm or entity whose ownership or membership interest in the company exceeds 25%, identify the individual, firm or entity and the corresponding percentage of ownership or membership:

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

1.4 If your firm is a partnership, answer the following:

1.4.1 Date of formation: \_\_\_\_\_

1.4.2 Type of partnership (General, Limited, LLP): \_\_\_\_\_

1.4.3 Secretary of State's Registration or ID number: \_\_\_\_\_

1.4.4 List the name of the General Partner(s) and any individual who has any equity interest in the partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.4.5 List jurisdictions in which your firm's fictitious name (dba) is filed:

\_\_\_\_\_  
\_\_\_\_\_

1.5 If your firm is individually owned (a sole proprietorship), answer the following:

1.5.1 Date your firm started: \_\_\_\_\_

1.5.2 Name of owner: \_\_\_\_\_

1.5.3 List jurisdictions in which your firm's fictitious name (dba) is filed:

\_\_\_\_\_  
\_\_\_\_\_

1.6 If your firm is other than the type listed above, such as a joint venture, consortium, trust, association or other combination, describe the business organization or structure, identify the principals, and list their corresponding percentage of ownership or control:

1.6.1 Description of business organization or structure:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.6.2 Principals and their corresponding percentage of ownership or control:

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

## 2. OWNERSHIP AND NAME CHANGES

2.1 How many years has your firm been in business under its present name? \_\_\_\_\_

2.2 In the past five years, has your firm changed names?

**Yes**     **No**

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change:

2.2.1 Prior name: \_\_\_\_\_

2.2.2 Address: \_\_\_\_\_

2.2.3 Reason name changed: \_\_\_\_\_

\_\_\_\_\_

2.2.4 Starting / ending dates of prior name: \_\_\_\_\_ / \_\_\_\_\_

2.2.5 Prior name: \_\_\_\_\_

2.2.6 Address: \_\_\_\_\_

2.2.7 Reason name changed: \_\_\_\_\_

\_\_\_\_\_

2.2.8 Starting / ending dates of prior name: \_\_\_\_\_ / \_\_\_\_\_

2.3 Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

**Yes**       **No**

If **Yes**, explain the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm:

2.3.1 Associated firm's name: \_\_\_\_\_

2.3.2 Address: \_\_\_\_\_

2.3.3 Relationship between your firm and the associated firm:

\_\_\_\_\_

\_\_\_\_\_

2.3.4 Principals and their corresponding percentage of ownership or control:

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

2.3.5 Associated firm's name: \_\_\_\_\_

2.3.6 Address: \_\_\_\_\_

2.3.7 Relationship between your firm and the associated firm:

\_\_\_\_\_

\_\_\_\_\_

2.3.8 Principals and their corresponding percentage of ownership or control:

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

Name: \_\_\_\_\_ Percent: \_\_\_\_\_

### 3. LICENSING

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

3.1 Are any of your firm's licenses held in the name of a corporation or partnership?

Yes       No

If **Yes**, list below the name of the corporation or partnership that actually holds the license:

3.1.1 Corporation's or partnership's name: \_\_\_\_\_  
\_\_\_\_\_

3.2 List jurisdictions in which your firm is legally qualified to do business, provide license or registration number, and set forth the type of license. Attach additional sheets as necessary.

3.2.1 Jurisdiction: \_\_\_\_\_

3.2.2 License or registration number: \_\_\_\_\_

3.2.3 Type of license: \_\_\_\_\_

3.2.4 Jurisdiction: \_\_\_\_\_

3.2.5 License or registration number: \_\_\_\_\_

3.2.6 Type of license: \_\_\_\_\_

3.2.7 Jurisdiction: \_\_\_\_\_

3.2.8 License or registration number: \_\_\_\_\_

3.2.9 Type of license: \_\_\_\_\_

3.3 In the past seven years, has your firm or any of its owners, partners, officers, or employees been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws or regulations?

Yes       No

If **Yes**, identity the licensing agency, type of license, date and reason for the disciplinary action. Attach additional sheets as necessary.

3.3.1 Licensing Agency: \_\_\_\_\_

3.3.2 Type of license: \_\_\_\_\_

3.3.3 Date of disciplinary action: \_\_\_\_\_

3.3.4 Reason for disciplinary action: \_\_\_\_\_

3.3.5 Licensing Agency: \_\_\_\_\_

3.3.6 Type of license: \_\_\_\_\_

3.3.7 Date of disciplinary action: \_\_\_\_\_

3.3.8 Reason for disciplinary action: \_\_\_\_\_

3.3.9 Licensing Agency: \_\_\_\_\_

3.3.10 Type of license: \_\_\_\_\_

3.3.11 Date of disciplinary action: \_\_\_\_\_

3.3.12 Reason for disciplinary action: \_\_\_\_\_

#### 4. EXPERIENCE AND PERFORMANCE HISTORY

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

4.1 How many years has your firm been in business as a Tow Service?

4.2 In the past five years, has any of your firm's owners, partners, or officers operated a similar towing business?

Yes  No

If **Yes**, list the business' name and address, and the person who operated the business. Attach additional sheets as necessary.

4.2.1 Tow business name: \_\_\_\_\_

4.2.2 Address: \_\_\_\_\_

4.2.3 Name of your firm's owner, partner or officer who operated other towing business:

\_\_\_\_\_

4.2.4 Starting / ending dates of ownership: \_\_\_\_\_ / \_\_\_\_\_

4.2.5 Tow business name:

4.2.6 Address: \_\_\_\_\_

4.2.7 Name of your firm's owner, partner or officer who operated other towing business:

\_\_\_\_\_

4.2.8 Starting / ending dates of ownership: \_\_\_\_\_ / \_\_\_\_\_

4.3 Does your firm currently dismantle vehicles or have a salvage operation?

Yes  No

4.4 Does your firm currently own or operate any other business?

Yes  No

If **Yes**, list the business' name and address, and the person who operates the business. Attach additional sheets as necessary.

4.4.1 Business name: \_\_\_\_\_

4.4.2 Address: \_\_\_\_\_

4.4.3 Person's name who operates business: \_\_\_\_\_

4.4.4 Description of business: \_\_\_\_\_

4.4.5 Business name: \_\_\_\_\_

4.4.6 Address: \_\_\_\_\_

4.4.7 Person's name who operates business: \_\_\_\_\_

4.4.8 Description of business: \_\_\_\_\_

4.5 List the government entities for which your firm has performed towing, storage, lien sale services, whether or not under contract or as an Official Police Tow Service. Provide the name and telephone number of the person within the government entity who is most familiar with your performance of the services (i.e., "Contact Person"). Attach additional sheets as necessary.

4.5.1 Government entity's Name: \_\_\_\_\_

4.5.2 Services that your firm provided: \_\_\_\_\_  
\_\_\_\_\_

4.5.3 Starting / ending dates of services: \_\_\_\_\_ / \_\_\_\_\_

4.5.4 Was your firm:

Selected by a bid or RFP?  Yes  No

Under a contract or agreement?  Yes  No

4.5.5 Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

4.5.6 Government entity's Name: \_\_\_\_\_

4.5.7 Services that your firm provided: \_\_\_\_\_  
\_\_\_\_\_

4.5.8 Starting / ending dates of services: \_\_\_\_\_ / \_\_\_\_\_



4.5.9 Was your firm:

Selected by a bid or RFP?  Yes  No

Under a contract or agreement?  Yes  No

4.5.10 Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

4.5.11 Government entity's Name: \_\_\_\_\_

4.5.12 Services that your firm provided: \_\_\_\_\_

\_\_\_\_\_

4.5.13 Starting / ending dates of services: \_\_\_\_\_ / \_\_\_\_\_

4.5.14 Was your firm:

Selected by a bid or RFP?  Yes  No

Under a contract or agreement?  Yes  No

4.5.15 Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

4.6 List the size and volume (by number of vehicles) of business that your firm performed for towing, storage, and lien sale processing for the years below:

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Towing:	_____	_____	_____	_____	_____
Storage:	_____	_____	_____	_____	_____
Lien Sales:	_____	_____	_____	_____	_____

4.7 Describe your firm's lien-sale experience in terms of knowledge, financial resources, personnel, and procedures used in the processing and disposing of vehicles in accordance with California's laws. Attach additional sheets as necessary.

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**5. FACILITIES**

5.1 For each District that your firm is submitting this Proposal, (1) list the address where the facilities will be located, and (2) attach photographs depicting each one of the areas and facilities listed in (a) through (f) below.

For each District submit:

- (a) Up to 7 photos of the: business office
- (b) Up to 7 photos of the: customer waiting area
- (c) Up to 7 photos of the: secure area for police hold vehicles
- (d) Up to 7 photos of the: primary storage lot
- (e) Up to 7 photos of the: secondary storage lot
- (f) Up to 7 photos of the: disposal lot

(NOTE: Refer to the RFP and the Contract which impose distance restrictions on the location of the business office, primary storage lot, secondary storage lot, and disposal lot.)

**DISTRICT 1:**

**ADDRESS:**

- 5.1.1 Business office: \_\_\_\_\_
- 5.1.2 Primary vehicle storage lot: \_\_\_\_\_
- 5.1.3 Secure area for police hold vehicles: \_\_\_\_\_
- 5.1.4 Secondary vehicle storage lot: \_\_\_\_\_
- 5.1.5 Disposal / salvage vehicle lot: \_\_\_\_\_

**DISTRICT 2:**

**ADDRESS:**

- 5.1.6 Business office: \_\_\_\_\_
- 5.1.7 Primary vehicle storage lot: \_\_\_\_\_
- 5.1.8 Secure area for police hold vehicles: \_\_\_\_\_
- 5.1.9 Secondary vehicle storage lot: \_\_\_\_\_
- 5.1.10 Disposal / salvage vehicle lot: \_\_\_\_\_

**DISTRICT 3:**

**ADDRESS:**

- 5.1.11 Business office: \_\_\_\_\_
- 5.1.12 Primary vehicle storage lot: \_\_\_\_\_
- 5.1.13 Secure area for police hold vehicles: \_\_\_\_\_
- 5.1.14 Secondary vehicle storage lot: \_\_\_\_\_
- 5.1.15 Disposal / salvage vehicle lot: \_\_\_\_\_

**6. EQUIPMENT**

6.1 For each piece of towing equipment below, (1) list the requested information, and (2) attach a photograph of each tow unit:

	<u>Year of Manufacture</u>	<u>Make</u>	<u>Tow Unit's Manufacturer</u>	<u>Equipment / Tools Kept On Vehicle</u>
FLATBED CARRIER:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
CLASS A TOW:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
CLASS B TOW:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
CLASS C TOW:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

	<u>Year of Manufacture</u>	<u>Make</u>	<u>Tow Unit's Manufacturer</u>	<u>Equipment / Tools Kept On Vehicle</u>
CLASS D TOW:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

6.2 Does your firm lease, loan, or rent its tow units to any other towing firm?

Yes  No

If **Yes**, identify the person or company to whom your firm leases, loans, or rents its tow units, and describe the details of your firm's lease, loan, or rental arrangement with the other person or company. Attach additional sheets as necessary.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6.3 If your firm does not have "Heavy Duty" or "Super Heavy Duty" (i.e., Class C or Class D) tow trucks, (1) identify the subcontractor(s) whom your firm will use, (2) attach a photograph of each tow trucks, and (3) list the equipment:

6.3.1 Subcontractor's Name: \_\_\_\_\_

6.3.2 Address where tow units kept: \_\_\_\_\_

6.3.3 Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

	<u>Year of Manufacture</u>	<u>Make</u>	<u>Tow Unit's Manufacturer</u>	<u>Equipment / Tools Kept On Vehicle</u>
CLASS C TOW:	_____	_____	_____	_____
	_____	_____	_____	_____
CLASS D TOW:	_____	_____	_____	_____
	_____	_____	_____	_____

6.3.4 Subcontractor's Name: \_\_\_\_\_

6.3.5 Address where tow units kept: \_\_\_\_\_

6.3.6 Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

	<u>Year of Manufacture</u>	<u>Make</u>	<u>Tow Unit's Manufacturer</u>	<u>Equipment / Tools Kept On Vehicle</u>
CLASS C TOW:	_____	_____	_____	_____
	_____	_____	_____	_____
CLASS D TOW:	_____	_____	_____	_____
	_____	_____	_____	_____

**7. PERSONNEL**

7.1 At present, how many people (whether paid or unpaid) work at your firm? \_\_\_\_\_

7.2 Does your firm have an agreement or an arrangement with any other towing firm to loan or share your firm's employees?

Yes  No

7.3 For each employee whose function is described below, (1) list the requested information, and (2) attach the person's resume:

	<u>Name (Last, First, Middle)</u>	<u>Date Last Trained</u>	<u>Date of Hire</u>	<u>Driver's License #</u>
DISPATCHER:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____



Name (Last, First, Middle)      Date Last Trained      Date of Hire      Driver's License #

SECURITY:


VEHICLE STORAGE:


RELEASE OF VEHICLES:




Name (Last, First, Middle)      Date Last Trained      Date of Hire      Driver's License #

CUSTOMER  
SERVICE:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OFFICE  
SUPPORT:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EMERGENCY  
OR AFTER-  
HOURS:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OTHER  
PERSONNEL:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



8.4 Does your firm have annual or biennial training for its tow unit operators?

Yes     No

8.5 In the past five years, has your firm's employees suffered any work-related fatalities?

Yes     No

If **yes**, list the date; describe the facts and circumstances about each instance; identify any governmental entity that issued a citation or notice of violation; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

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8.6 In the past five years, has your firm received an OSHA or Cal/OSHA citation or notice of violation?

Yes     No

If **yes**, list the date; describe the facts and circumstances about each instance; identify any citation or notice of violation that the agency issued; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

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10.3 In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs, or staff reductions?

**Yes**     **No**

If **yes**, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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10.4 Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its towing business, or (b) laying off employees or reducing staff?

**Yes**     **No**

If **yes**, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reasons for taking the action. Attach additional sheets as necessary.

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- 11.9 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract?  
("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)  
 **Yes**     **No**

If **yes**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

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**12. BUSINESS INTEGRITY**

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. The term "convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.

- 12.1 In the past five years, has your firm or any of its owners, partners, officers, or employees been convicted in a criminal action, or found liable in a civil suit, for making false claim(s) or material misrepresentation(s) to any government entity?  
 **Yes**     **No**

If **yes**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the outcome or disposition. Attach additional sheets as necessary.

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**14. INSURANCE**

14.1 A Proposer who is awarded a contract must maintain liability and workers' compensation insurance, as more fully described in the RFP and the Contract. As part of this Proposal, your firm must submit evidence of its current insurance coverages. This information will be used only for the purpose of determining whether the Proposer has insurance to perform the requested services. Contact your firm's insurance company or agent, and request a "certificate of insurance" (an ACORD form or equivalent). Attach the certificate of insurance to this Proposal.

**NOTE: Do not add the City to your insurance policy or otherwise change your current policy or its coverages.**

14.2 Please place an "X" below, to indicate the type of insurance coverage that your firm now has:

- |                                       |  |
|---------------------------------------|--|
| _____ Commercial General Liability    | _____ On-Hook Liability                  |
| _____ Business Automobile Liability   | _____ Cargo Liability                    |
| _____ Garage Liability                | _____ Uninsured Motorist - Bodily Injury |
| _____ Garagekeepers Liability         | _____ Pollution Liability                |
| _____ Workers' Compensation Liability | _____ Excess Liability or Umbrella       |

14.3 If your firm is self-insured, identify the liability(s) listed above for which your firm insures itself, and set forth the amount of the self-insured retention (SIR):

- Liability: \_\_\_\_\_ SIR amount: \_\_\_\_\_
- Liability: \_\_\_\_\_ SIR amount: \_\_\_\_\_
- Liability: \_\_\_\_\_ SIR amount: \_\_\_\_\_
- Liability: \_\_\_\_\_ SIR amount: \_\_\_\_\_

14.4 For the last five years, state how many bodily injury, personal injury, or property damage claims (whether or not your firm believes it was responsible for the loss or injury), filed by customers or third parties, that your firm forwarded to its insurance carrier(s). Include paid and unpaid claims:

- 14.4.1 2010: \_\_\_\_\_
- 14.4.2 2011: \_\_\_\_\_
- 14.4.3 2021: \_\_\_\_\_
- 14.4.4 2013: \_\_\_\_\_
- 14.4.5 2014: \_\_\_\_\_

14.5 In the past ten years, has an insurance company or a surety company:

14.5.1 Refused to insure your firm for a type of insurance policy listed in Question 14.2 above?

Yes  No



14.5.2 Canceled or non-renewed your firm's insurance coverage?

Yes  No

14.5.3 Refused to issue your firm a bond?

Yes  No

14.5.4 Canceled or revoked a bond obtained by your firm?

Yes  No

If the answer to questions 14.5.1 to 14.5.4 is **Yes**, identify the name of the insurance company or surety company; list the date; and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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**17. PUBLIC RECORDS EXEMPT INFORMATION**

Below please identify (by a general description) all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that Proposer has included in this Proposal which Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 6250, *et seq.* By listing the protectable documents below, Proposer agrees to indemnify, defend, and hold harmless City and its Police Department— including, each one’s officers, agents, employees, and representatives— from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items. The City will treat any Proposer, who fails to identify below protectable documents that Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

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**18. CREDIT AND REFERENCE CHECK**

18.1 The City of Glendale may: (1) request credit reports, or investigative reports, or both, about your firm, and (2) contact the references, government entities, and other persons listed in this Proposal. The City of Glendale will use this information to evaluate your firm’s financial resources, responsibility, and integrity with respect to this Proposal, an award of the Contract, or any contract renewal. The City of Glendale will treat any information that it obtains now or later as confidential.

18.1.1 Does your firm authorize the City of Glendale to obtain credit and investigative reports about your firm?

Yes  No

18.1.2 Does your firm authorize the references, government entities, and other persons listed in this Proposal to release information about your firm to the City of Glendale?

Yes  No

**19. ADDITIONAL INFORMATION**

Below please state any other information that your firm believes is essential to a complete evaluation of the Proposal. If your firm has no additional information, please state below: "Our firm does not have any additional information to present."

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**20. ATTACHMENTS**

Certain sections of the Proposal Forms requested employees' resumes, photographs, financial statements, bank's reference letter, insurance certificate, and further explanations, if your firm answered "yes" to a question. For each attachment that is a part of this Proposal, please list and describe the attachment (e.g., "3 photographs of our tow trucks"; "2010 financial statement - 15 pages"; or "Explanation concerning question 9.3 - 2 pages." If your firm has no attachments, write "None" on 20.1).

Our firm declares that the attachments listed below are added and are made a part of this Proposal in order to fully and accurately respond to the RFP:

- 20.1 \_\_\_\_\_
- 20.2 \_\_\_\_\_
- 20.3 \_\_\_\_\_
- 20.4 \_\_\_\_\_
- 20.5 \_\_\_\_\_
- 20.6 \_\_\_\_\_
- 20.7 \_\_\_\_\_
- 20.8 \_\_\_\_\_
- 20.9 \_\_\_\_\_
- 20.10 \_\_\_\_\_
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- 20.20 \_\_\_\_\_
- 20.21 \_\_\_\_\_
- 20.22 \_\_\_\_\_
- 20.23 \_\_\_\_\_
- 20.24 \_\_\_\_\_