REQUEST FOR PROPOSALS (RFP)

VEHICLE TOWING AND STORAGE SERVICES

CITY OF EL MONTE
11333 VALLEY BLVD.
EL MONTE, CA 91731

KEY RFP DATES:

[Timeline dates below are subject to change at City's discretion]

Issuance of RFP by City	Monday, July 12, 2021
Deadline Questions/Clarification Requests	Thursday, August 19, 2021 (4:30 p.m.)
Deadline for Submitting Complete Proposals	Thursday, August 26, 2021 (2:00 p.m.)
Anticipated Site Inspection of Towing Facilities and Vehicles	September 6, 2021–September 9, 2021
Anticipated Announcement of Responsive Proposers List	Monday, September 20, 2021
Anticipated Presentation to City Council for Final Approval	Tuesday, October 5, 2021
Anticipated Contract Start Date	Tuesday, March 1, 2022

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CITY OF El MONTE

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

I. INTRODUCTION

The City of El Monte ("City") requests proposals from qualified tow operators to provide vehicle towing and secure storage services on a semi-exclusive basis for vehicles seized or otherwise impounded by the El Monte Police Department. The City invites qualified vehicle towing and secure storage service operators to submit proposals to provide these services. The City Council intends to award a maximum of two (2) semi-exclusive franchise contracts for towing and secure storage service. Awarded contracts will be for an initial five-year (5) term with two City-held options to extend each contract for two (2) one-year extension terms subject to the same terms and conditions.

The issuance of this Request for Proposals by City notwithstanding, and notwithstanding the timely submission of proposals by interested Proposers, City shall be under no obligation to award a contract nor shall it be under any obligation to award more than one contract. City shall also be under no obligation to extend the term of any contract beyond the initial five-year base term or beyond the first of the two, one-year extension terms.

A. BACKGROUND

Proposers who are awarded a contract by the City will be required to execute a contract services agreement (the "Towing Services Agreement") with the City of El Monte in the substantive form of the template agreement attached hereto as Attachment 1. City reserves the right to make modifying and/or clarifying edits and technical corrections to the form of the Towing Services Agreement prior to the award of any contract and/or as a condition to the award of any contract. By submitting a proposal, a Proposer agrees to the terms of the Towing Services Agreement as set forth in Attachment 1, including but not limited to provisions relating to required insurance and indemnification, defaults and breaches of the agreement, maximum rates charged to persons whose vehicles are towed and/or impounded and other performance standards set forth therein. If a Proposer's written proposal is premised and conditioned upon the City agreeing to modify, amend or strike any one or more of the terms of the template Towing Services Agreement, then the Proposer shall clearly and expressly state in its proposal which provision it proposes to modify, amend or strike as part of its proposal and the proposal shall also explain why such changes are necessary and how the best interests of the City are furthered and/or safeguarded notwithstanding the Proposer's requested changes. The failure to identify any provision as a provision the Proposer wishes to modify, amend or strike as part of its proposal, shall mean that the Proposer accepts the Towing Services Agreement and the provisions contained therein in their current form and is willing and able to perform under the Towing Services Agreement under the terms of the provision "as is". In such event, City shall be under no obligation to entertain post-award modifications, amendments or deletions of any

provision of the template Towing Services Agreement. The foregoing notwithstanding, Proposer must understand that the more a proposal deviates from the baseline provisions of the RFP, including the baseline provisions set forth in the template Towing Services Agreement, the less favored the proposal may be.

As part of this request for proposals for Vehicle Towing and Secure Storage Services ("the RFP"), City staff has developed specifications that take into consideration, among other things, community convenience, the City of El Monte's needs, the El Monte Police Department's efficiency requirements, and the Proposer's responsiveness to this RFP. City staff has developed procedures for the evaluation of proposals which are set forth in the RFP as well as evaluation criteria to be used to determine which proposal(s) offer(s) the best value based on multiple factors set forth under subsections B.1. of this Article, below, and elsewhere in the RFP.

To safeguard the integrity of the RFP process and the procurement of services sought by the City under this RFP, proposers are strongly encouraged to familiarize themselves with the ethics requirements of El Monte Municipal Code Section 3.24.130 (Ethics in purchasing) and undertake due diligence to ensure that the submission of their proposal or the award of a contract to the City by the proposer does not violate Section 3.24.130 or any other applicable ethics laws. (See link to Municipal Code Section 3.24.130: (https://library.municode.com/ca/el_monte/codes/code_of_ordinances?nodeId=TIT3REFI_CH3.24PUSY_3.24.130ETPU)

B. REQUEST FOR PROPOSALS PROCESS

This RFP includes instructions on the preparation and submission of proposals as well as the requirements for each proposal. The RFP packet also includes forms that must be completed by each Proposer and submitted along with all other proposal materials, including a completed El Monte Police Department Tow Listing Application.

1. Relevant Information to be Provided to the City.

Each proposal must provide detailed information sufficient for the City to evaluate the Proposer's capability to provide its vehicle towing and secure storage services. **Accordingly, in addition to the Submittal Requirements detailed under Article I (Introduction), Section H (Submittal Requirements), below, proposals should include truthful, accurate and detailed written narrative addressing the following:**

a) The size, age, condition, accident history, safety, upkeep and state of the art character of the Proposer's vehicle fleet and related equipment; the Proposers program for conducting routine vehicle and equipment safety inspections; and the Proposer's degree of readiness to deploy such vehicles and equipment in satisfaction of the Towing Services Agreement as of the

date of the award. Explain whether or not your firm's fleet includes vehicles and equipment capable of towing large sized vehicles and capable of safely handling the clean-up of hazardous substances or debris that may cause roadway hazards.

b) The size, condition, security and state of the art character of the Proposer's secured vehicle storage facilities; the readiness of the facilities to receive and securely store vehicles referred by the El Monte Police Department as of the date of the award; the proximity of those facilities to the City of El Monte (in miles); whether the facilities are owned outright by the Proposer or occupied pursuant to a lease or license and the duration of the lease or license; status of lease (in breach or default/not in breach or default); the facilities' days and hours of operation and staffing levels during such days and hours of operation; and the facilities policies and procedures for engaging and informing members of the public who are attempting to retrieve their vehicles during business hours or during hours when the facilities are closed for business.

c) Policies and protocols for safeguarding vehicles as evidence and for cataloging and securing any personal property evidence within the vehicles which may be needed for potential criminal prosecutions; Policies for cataloguing, safeguarding and returning personal property contained within a motor vehicle, especially when such personal property is not relevant to any criminal prosecution.

d) The character and integrity of the Proposer, its principals, officers, managers and/or employees is critically important to the City of El Monte. With respect to this evaluation please provide responses to the following requested information:

    a. Disclose any history of (i) criminal or other illegal conduct or illegal business practices; (ii) unethical and/or predatory business practices; and (iii) poor, nonresponsive and/or discourteous customer service as to the public agencies served or as to the persons whose vehicles have been towed within the past five (5) years. This includes the firm itself, the principals of the firm, officers of the firm and key managerial personnel.

    b. Disclose the firm's policy for screening tow truck drivers for criminal conduct, alcohol abuse and controlled substance use, and protocols for routinely testing for alcohol abuse and controlled substance use.

    c. Describe driver recruitment and training policies, including, but not limited to, policies for training tow truck drivers and impound yard personnel to provide courteous, honest and ethical services to persons

whose vehicles have been impounded.

d. Disclose whether or not the firm is or has been in default or breach under any similar towing and secure storage services with any other public agency within the past five (5) years. State whether any such agreement has been terminated for cause in the past five (5) years and, if so, explain the underlying grounds for the public agency's termination of the firm's agreement for cause.

e) The knowledge and familiarity of the officers, key managers and employees of your firm, including drivers, with the California Vehicle Code, specifically, provisions relating to the services contemplated under this RFP, including but not limited to provisions of the California Vehicle Code relating to the safe and lawful towing, impoundment and secure storage of motor vehicles and the lawful operation of facilities where impounded vehicles are stored.

f) The Proposer's impound policies and practices and impound rates and the strategies the Proposer has in place to facilitate the speedy and cost-effective return of vehicles to persons whose vehicles have been impounded so as to minimize the accrual of costly impound fees.

g) The financial strength of the Proposer to provide the quality, scope and scale of service called for under this RFP, including written proof in the form of Proposer's financial records that show to the satisfaction of the City that the Proposer has the financial resources and ability to perform under the Towing Services Agreement and provide the quality, scope and scale of services requested in a consistent and reliable manner throughout the term of the Towing Services Agreement or any extension term. In this regard, information such as the amount of any existing debt burdens, pending uninsured liability claims and/or access to lines of credit or other sources of funding will be helpful in allowing the Advisory Committee to evaluate the Proposer's financial strength or weakness.

h) The Proposer's record of performance with respect to prior contracts or services with the City and/or other municipalities within the past five (5) years.

i) Information regarding similar services performed for municipalities and other public agencies within the previous five (5) years.

j) The Proposer's business plan and strategy for satisfying the performance requirements of the RFP and the terms of the Towing Services Agreement.

k) The degree to which the Proposer's proposal deviates from or is otherwise

unable to comply with the baseline requirements and conditions set forth under this RFP. Proposers are strongly encouraged to meet or exceed the baseline requirements of this RFP.

l) Knowledge of City codes and procedures.

Each proposal should contain specific and detailed explanations and information as to each of the factors listed above and explain in detail and with specificity how the Proposer meets or exceeds the requirements of this RFP as to each such category. Proposals should avoid being too general or too ambiguous in providing such explanation and information. Proposals should explain whether or not a Proposer has the ability to meet or exceed a requirement of the RFP at the time the proposal is submitted or whether such ability to meet or exceed the requirement is something the Proposer merely hopes to achieve by the time the services are to commence and if the Proposer is not currently able to meet or exceed a certain requirement the proposal should indicate what concrete steps the Proposer has taken and will take to meet or exceed the requirement before work is to commence. City reserves the right to modify the requirements of this RFP at any time. All inquiries or comments regarding the RFP or the scope of work requested thereunder must be in writing and should be directed to Senior Project Manager Michelle Solorzano, 11333 Valley Blvd., El Monte, California 91731. All questions and/or requests for clarification regarding the RFP or the scope of work requested thereunder **must** be submitted in writing and received no later than 5:30 p.m. on Thursday, August 19, 2021 (the "Question Submission Deadline"). The City will be under no obligation to respond to questions or requests for clarification submitted after the Question Submission Deadline. Written questions or requests for clarification may be submitted via personal delivery, facsimile or overnight courier (e.g., UPS and FedEx). The fax number is (626) 580-2274. **The City shall be under no obligation to accept, consider or respond to questions or requests for clarification that are submitted verbally or via electronic mail**. Responses, whether verbal or written, which are provided by any officer or employee of the City, other than Advisory Committee shall not be valid, and Proposers may not rely on such responses or bind the City to the same. Responses to questions and requests for clarification shall be communicated in writing and posted on the City's internet homepage.

C. EVALUATION PROCESS

The preliminary review and vetting of proposals shall be conducted by an Advisory Committee composed of City employees. The Advisory Committee shall consist of at least one representative from the Economic Development Department, the Finance Department, the Public Works Department and the Police Department. The Advisory Committee shall undertake a preview of all proposals and shall also oversee the scheduling of facility and vehicle inspections to be conducted by the California Highway Patrol. The evaluation process shall consist of the following phases:

Phase 1: Proposal Review.
Phase 2: Inspection of Facilities.

Phase 3: Background Investigation.
Phase 4: Scoring by the Advisory Committee.
Phase 5: Recommendation for contract award presented by City Council.

Phase 1: Proposal Review.

Following the deadline for the submission of proposals, the Advisory Committee shall conduct an inspection of each timely submitted proposal to determine if each Proposer has submitted all documentation and materials required under this RFP, including completed Attachments 2 through 9, the Submittal Requirements identified in Section H of this Article, below, and such other documentation, information and materials requested elsewhere under this RFP.

In addition to any other eligibility requirements set forth under this RFP, each Proposer must also satisfy all of the following in order to be considered:

(a) The Proposer, as of the deadline for the submission of proposals must be a party and signatory to a Tow Service Agreement with the State of California, Department of California Highway Patrol ("CHP Agreement") which agreement authorizes the Proposers participation in the CHP Rotation Tow Program; and

(b) The CHP Agreement to which the Proposer is a party and signatory must specifically authorize the Proposer to provide towing and storage services to the California Highway Patrol ("CHP") for a tow district, as defined therein, that includes the territorial boundaries of the City of El Monte. CHP Agreements authorizing towing and storage services for tow districts that do not include the City of El Monte will not satisfy the requirements of this section.

Each proposal must include a true and correct copy of the fully executed CHP Agreement described above. At the time of the proposal submission, and throughout the term of any agreement awarded, the Proposer must be admitted to the California Department of Highway Patrol's Rotation Tow Program and, except as otherwise provided under this RFP or any agreement executed with City of El Monte, the Proposer shall comply with all requirements set forth in that certain document entitled "Tow Services Agreement," a copy of which is included in this RFP as Attachment 10.

Each proposal must also include true and accurate documentation showing the complete and most up-to-date schedule of tow rates, storage rates and other charges authorized by the CHP pursuant to the CHP Agreement which apply to the tow district that includes the territorial boundaries of the City of El Monte. If a Proposer is awarded a contract, the Proposer will not be allowed to charge persons whose vehicles have been referred to the Proposer by the City under the agreement with the City any towing or storage fees or charges or any other fees or charge that have not been expressly approved by the CHP under the CHP Agreement. Also, such Proposer may not impose such fees or charges at rates or in amounts that exceed those expressly approved by the CHP pursuant to the Proposer's CHP Agreement. The Proposer may

increase or otherwise adjust fees or charges previously approved by the CHP under the CHP Agreement, provided the increase or adjustment has also been approved by the CHP. The Proposer will provide City with written notice of any CHP approved increases or adjustments to existing fees and charges no less than fifteen (15) days from the date such increased or adjusted fees and charges are to take effect, following approval by the CHP. The Proposer will also provide the City with documentary proof that all fees and charges or all increase fees or charges have been approved by the CHP.

A proposer who fails to submit and/or complete any of the attachments, documentation or other materials referenced above will not proceed to any subsequent phase of the evaluation process, including Phase 2, below.

Phase 2: Inspection of Facilities.

The Advisory Committee shall engage the California Highway Patrol ("CHP") to inspect facilities and equipment of proposers who satisfy the Advisory Committee's Phase 1 review to verify they meet the City's minimum qualifications and to evaluate the condition and quality of the Proposers' facilities and equipment. The CHP shall verify the accuracy of information provided by the Proposer in Attachment 2 (Towing Services & Facilities Inspection Checklist) and determine the manner and extent to which Proposer satisfies requirements described in Articles IV (Storage Provisions), V (Staffing Provisions) and VI (Vehicles and Equipment Provisions) of this RFP. The CHP shall also collect such other information as the Advisory Committee may request, including but not limited to information potentially responsive to the factors to be considered by the Advisory Committee. Inspections will be scheduled at the discretion of the Advisory Committee from dates beginning September 6, 2021 to September 9, 2021.

Facilities Inspections. The inspection of facilities will include a site visit to the proposer's existing business and storage facilities. The CHP will inspect the proposer's file system, hours of operation, dispatch protocol, and other office conditions. The CHIP will also inspect the storage facility fencing, lighting, evidence hold areas, and storage capacity.

Vehicle Inspections. The CHP will conduct an inspection of tow company vehicles at such location as may be prescribed by the Advisory Committee. All vehicles to be used in the performance of services under any contract potentially awarded by the City must be inspected on the scheduled inspection date. The CHP will also use California Highway Patrol (CHP) Form 234B during inspections. Each vehicle must meet all requirements set forth in CHP Form 234B and the requirements of this RFP to pass inspection. If the vehicle is oversized, the oversize permits must be on the vehicle and available for inspection. Each vehicle will be inspected based on response readiness (i.e., vehicles must arrive fully stocked and operational). There will be no transferring of equipment from any vehicle or repairs in or near the inspection site prior to and/or during the inspections. No other vehicle(s) will be permitted in the inspection area. One driver per tow vehicle may be present during the inspection and the driver must remain with that vehicle. Upon pre-approval by the inspector(s), a company owner or manager may

also be present during the inspections.

Only proposers that have all required vehicles obtain 100% compliance with CHP Form 234B and who have passed Phase 1 and Phase 2 will progress to Phase 3. A proposer who does not make its facilities and vehicles available for inspection within the timeframe prescribed by the City will not progress to Phase 3, however the Advisory Committee reserves the right, but does not assume the obligation, to extend the inspection period in the best interests of the City and the evaluation process.

Phase 3: Background Investigation.

Prior to Phase 4, below, the El Monte Police Department shall conduct or have conducted a background investigation of the business, its principals, and its tow truck drivers. Information gathered as part of the background investigation effort will be provided to the Advisory Committee who will review and consider such information along with information disclosed in Attachments 4 and 5 as part of the scoring during Phase 4, below.

The proposer(s) awarded the Towing Services Agreement will be responsible for notifying the El Monte Police Department whenever a new driver is assigned to tow requests from the El Monte Police Department. All new tow drivers shall be subject to a background investigation. The results of the background check will factor into the Advisory Committee's scoring under Phase 4, below.

Phase 4: Scoring by the Advisory Committee.

The Advisory Committee will review proposals and the results of the facilities and vehicles inspections. The objective of such review is to determine, based on the information available, which proposers may be optimally suited to provide the highest level of service to the residents and visitors of the City of El Monte. To that end, the Advisory Committee shall apply the following scoring rubric:

Experience and qualifications of professional personnel, including past performance providing directly related services of equal magnitude and complexity; background experience and competency of staff, owners, officers and persons who will be directly involved with managing the services on a daily basis; and number of full-time staff assigned to this contract.	30 Points
References; past performance on government contracts; prior and existing compliance with applicable city ordinances.	10 Points

Inspection(s) of location, facilities, and equipment. (To be conducted by California Highway Patrol staff.)	50 Points
Ability of Proposer to meet the RFP requirements; records keeping procedures; billing procedures and administrative functions.	10 Points
MAXIMUM POINTS	100 Points

Based on the initial round of scoring, the Advisory Committee may select certain Proposers for interviews so that the Advisory Committee may ask further questions, obtain clarification and if desirable attempt to negotiate modifications or refinements to the proposal that may be in the best interest of the City. The Advisory Committee shall then create a list of responsive Proposers based on its evaluation of all proposals, facility inspections, vehicles and interviews ("Responsive Proposers List"), and submit the Responsive Proposers List to the City Council for consideration. Proposers that the Advisory Committee rates as not Responsive (e.g., due to the Proposers failure to submit all of the required information or due to the Proposers inability to satisfy the baseline requirements of this proposal) will not be presented to City Council on the Responsive Proposers List.

The scoring conducted by the Advisory Committee is intended to serve as an evaluative tool to facilitate the City Council's final decision to award a contract under this RFP. The fact that a non-selected proposer received a higher score from the Advisory Committee shall not, however, entitle the proposer to preference over proposers with a lower score when the matter of awarding a contract comes before the City Council for the award of a contract(s). The City Council reserve the right to disregard or discount the scoring of the Advisory Committee in arriving at its own determination as to which entities should be awarded contracts.

Phase 5: City Council Review and Approval.

The final step in the RFP evaluation process is providing recommendations to the El Monte City Council at a public meeting; projected to occur in October 2021. The City Council will be provided the following for its consideration:

- A staff report prepared by the Advisory Committee which will include an overview of each Proposer's qualifications and inspections, and a copy of each proposer's proposal.
- The scoring and recommendations by the Advisory Committee.

Following staff's presentation, public comment and the receipt of any other public testimony the City Council may request, the City Council will be given an opportunity to deliberate on the matter and then take action determine which proposer, if any, will be awarded one of two

contracts for towing and secured storage services. The City Council may accept, reject or reweight the scoring and/or evaluations of the Advisory Committee in whole or in part. The City Council's final decision shall not be decided on the basis of any single factor listed above but on the basis of the City Council's independent determination as to which proposal(s) provide(s) the best value and offers the optimal combination of factors. The City Council reserves the right to further negotiate the specific requirements and compensation structure with selected Proposer(s) in the interest of securing the best terms for the City and the public.

D. COST OF PROPOSAL/RFP PREPARATION & PROPOSAL PROCESSING FEE

1. Cost of Proposal/RFP Preparation.

Each Proposer shall be solely and exclusively responsible for any costs or other expenses incurred by the Proposer in participating in the RFP process, which costs include without limitation, costs associated with preparing a proposal; cost associated with preparing for or attending interviews; costs associated with providing any supplemental information requested by the Advisory Committee or the City Council; costs associated with obtaining any and all certifications, bonds or insurances called for under the RFP; and costs associated with engaging the City in the negotiation of terms and conditions, including attorney costs. The City accepts no financial responsibility for any such costs incurred by the Proposer, regardless of whether a Proposer is or is not recommended for approval and regardless of whether a Proposer is or is not finally awarded a contract by the City Council. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer, except that proposals that are untimely submitted to the City shall be returned to the Proposer.

2. Proposal Processing Fee.

Each Proposer must submit a **non-refundable** Proposal Processing Fee of **TWO HUNDRED AND FIFTY DOLLARS ($250.00)** at the time of proposal submission. Payment shall be in the form of a check made out to the City of El Monte. A Proposer's payment of the Proposal Processing Fee does not guarantee the Proposer's proposal will be selected by the City, and the Proposal Processing Fee is non-refundable regardless of whether the Proposer's proposal is selected or rejected or a contract is awarded to the Proposer by the City. Furthermore, a Proposer's failure to submit the Proposal Processing Fee check at the time of proposal submission, or failure to provide sufficient funds upon which the Proposal Processing Fee check can be drawn, will result in the City's determination that the proposal is incomplete and the City reserves the right to reject the Proposer's proposal in its entirety.

E. PUBLIC RECORD

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

F. CONFIDENTIAL INFORMATION

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

G. DISCRIMINATION

The Proposer and all subcontractors must not discriminate, nor permit discrimination against

any person on the grounds of race, national origin, sex, handicap, sexual orientation, veteran status, or any other protected class in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

H. SUBMITTAL REQUIREMENTS

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

1. State the legal name of your firm, its address and telephone number.

2. Describe your firm's background and experience and the legal structure of your organization (e.g., sole proprietorship, partnership, limited partnership, corporation, limited liability company etc.) (Include copy of articles of incorporation, by-laws and/or statement(s) of information filed with the California Secretary of State, as applicable. These documents will not count toward the 50-page limit discussed below).

3. Describe in specific detail the background and experience of your business's principals, officers and key managerial staff as relates to the provision of vehicle towing and secure storage services in general and for public agencies in particular. Please also provide the business contact information of all of the foregoing, the address of the specific business location from which each will work as well as their address, phone, fax and e-mail addresses.

4. As more specifically explained in Section B of this Article I, above, provide detailed information addressing all factors to be considered by the City as listed and described in Section B.1.(a) through B.1.(l) of this Article I, above.

5. Provide a minimum of three and a maximum of five references for similar services provided to municipalities or other public agency clients within the past five (5) years from the date this proposal is submitted, prioritizing those that are closer to the City of El Monte geographically and ideally within the immediate vicinity of El Monte. Include the address, current phone number, name and title of the person to be contacted.

6. Describe in general detail your firm's proposed approach to meeting and/or exceeding the service and equipment requirements of this RFP.

7. Describe in reasonable detail your firm's ability to provide and perform the requested services and provide the requested equipment as outlined in Sections II through VI of this RFP as of the submission date of your proposal, including

experience and credentials of the personnel who will be assigned to manage operations in the City of El Monte .

8. Complete and provide the forms attached to this RFP as Attachments 2 through 9:
   a. Attachment 2 - Towing Services & Facilities Inspection Checklist
   b. Attachment 3 - Insurance Requirements Checklist
   c. Attachment 4 - Civil Litigation History/Civil Litigation Certification
   d. Attachment 5 - Criminal Convictions Certification
   e. Attachment 6 - Disclosure of Contacts with City Council Members
   f. Attachment 7 - False Claims/False Claims Act Certification
   g. Attachment 8 - Non-Collusion and Anti-Conflict of Interest Affidavit
   h. Attachment 9 - Performance Bond
   i. Attachment 10 – Sample of CHP Agreement

Each Proposer shall also be required to procure a faithful performance bond in the form set forth in Attachment 9 of this RFP. Said faithful performance bond must be executed and in place by or before the execution of the Towing Services Agreement. The City shall be under no obligation to execute the Towing Services Agreement until such time as the performance bond is executed and City further reserves the right to reject the Proposer if the Proposer fails to secure and execute a performance bond by 2:00 p.m. on August 26, 2021.

I. FORMAT FOR PROPOSAL SUBMITTAL

Limit your responses to the questions and informational requests referenced under Section H.1. through H.7. of this Article I of the RFP proposal to 50 typed pages or less (excluding cover letter/letter of transmittal, table of contents, dividers and attachments) with minimum font size of 12 point. Resumes of principals, officers and key managers; required Attachments 2 through 10 and other requested materials will not count toward the page limit. Proposals should include a detailed proposed scope of work, specifically detailing the various services and tasks to be performed by the Proposer if awarded a contract, including procedures for performing such services and tasks.

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

- Cover Letter/Letter of Transmittal
- Table of contents
- Introductory Summary of Proposal* (Limit to one page)
- Narrative responses to questions and information requested referenced under Section H.1. through H.7 of Article I of this RFP (which is include of questions requested under Section B.1.(a) through B.1.(l) of this Article I).*
- References plus contact information for such references. (Limit to two pages)*
- Current and complete scheduled of all rates, fees, charges, deposits or other

sums persons whose vehicles are towed and stored must pay to the Proposer in order to secure the release of their vehicle.

- Completed/requested Attachments 2 through 10.
- All other information, documentation and materials requested under this RFP.

Asterisk (*), above, indicates items that count toward the 50-page limit.

J. SUBMITTAL INSTRUCTIONS

Proposals must be submitted to the City care of the Office of the City Clerk ("City Clerk") located at El Monte City Hall – East, 11333 Valley Boulevard, El Monte, California. The City Clerk's Office is open from 7:00 a.m. to 5:30 p.m. Monday through Thursday, excluding City-observed holidays. **Proposals must be submitted and in the possession of the City Clerk no later than 2:00 p.m. on August 26, 2021 (the "Submission Deadline")**. Proposals received by the City Clerk after the Submission Deadline will not be considered. The City also reserves the right to extend the Submission Deadline at any time and for any reason, including for the purpose of requesting additional information from Proposers. With respect to timely submitted proposals, the Advisory Committee reserves the right to waive irregularities and waive informalities or defects in any or all responses. Proposals must be submitted personally by the Proposer or an employee or officer of the Proposer's company. **The City Clerk will not accept proposals submitted by mail, overnight courier (e.g., UPS, FedEx etc.), facsimile or electronic mail.** Each submitted proposal shall remain valid and binding for **a period of 180 days** from the Submission Deadline. All Proposals and documents submitted will become the property of the City. Proposals and related documents submitted by Proposers shall become the property of the City and shall be regarded as public records of the City. Proposals and other materials submitted by a Proposer may be disclosed to the public, except where applicable exemptions from disclosure apply as determined by the City or where the Proposer has specifically marked a specific document as being confidential and/or proprietary. Such confidential documents may include financial information provided by the Proposer to the City. The foregoing notwithstanding, proposals shall remain confidential until such time as the Advisory Committee presents a list of responsive Proposers to the City Council, which shall be posted on the City's internet homepage along with all submitted proposals.

Submit ten (10) copies of Proposals to the address below by 2:00 p.m. on August 26, 2021. Late proposals will not be accepted.

City of El Monte
11333 Valley Blvd.
El Monte, CA 91731
Attention: Griselda Contreras, Chief Deputy City Clerk

If a Proposer objects to the findings or determinations of the Advisory Committee or the CHP as to their own proposal or the proposal of another proposer, then the objecting Proposer may

submit written objections to the CHP's or Advisory Committee's findings or determinations. Persons who have not submitted a proposal are not eligible to submit written objections but may offer public comment at the meeting of the City Council where the award of one or more contracts will take place. The submission of such objections shall be subject to the following procedures:

a. Objections must be submitted in writing with the Office of the City Clerk no later than **12:00p.m.** on **September 23, 2021**. Such written objections must be submitted by personal delivery, U.S. mail or overnight courier. Objections submitted after the objection period will be deemed untimely and the City reserves the right to disregard such untimely objections. Objections postmarked or submitted with an overnight courier prior to the submission deadline for objections but received by the City Clerk after the submission deadline for objections has passed will also be deemed untimely.

b. The written objection **must** state, in detail and with specificity, the grounds for the objection and include, all facts, supporting documentation, legal authority and/or argument(s) in support of the objection. Any objections or concerns not set forth in the written objection packet submitted with the City Clerk shall be deemed waived. All factual contentions must be supported by competent and credible evidence as opposed to hearsay or rumor. A Proposer who submits written objections shall also include any and all records, documentation or other corroborating evidence which supports the objection.

c. The written objections must include the name, address and telephone number of the objector as well as the primary contact person for purposes of obtaining additional information or clarification. If a Proposer objects to the proposal of another Proposer or any finding or determination of the Advisory Committee with respect to another Proposer, the Proposer filing a written objection must also deliver or mail a copy of all materials filed with the City Clerk to the Proposer who is the subject of the written objection. Proposers whose proposals are the subject of a written objection may submit rebutting statements and evidence by or before the meeting at which the City Council will be asked to consider the award of one or more contracts.

d. The City Council will take any objections under consideration as part of any final decision to award any one or more contracts under this RFP.

e. All of the foregoing notwithstanding, all Proposers are advised that this RFP is intended to give the Advisory Committee and the City Council the broadest discretion possible to award a contract for motor vehicle towing and secured storage services. No one factor or set of factors, whether positive or negative, shall necessarily be determinative or dispositive as to the City Council's final decision to award one or more contracts. Both the Advisory Committee and the

City Council will weigh and consider a multiplicity of factors in an attempt to determine which Proposer or set of Proposers offer the City the best overall value and serves the best interests of the community and City. While the City encourages proposals that meet or exceed all of the baseline requirements of this RFP, the City reserves the right to award a maximum of two (2) contracts to Proposers whose proposals may not necessarily satisfy every requirement. The Advisory Committee and the City Council further reserve the right to condition the award of any contract on a Proposer's willingness to modify or amend their proposal in a manner that provides the City with the best value in the judgment of the City Council. While the Advisory Committee will score proposals in determining which Proposers will comprise the Responsive Proposers List submitted to the City Council, the City Council reserves the right to reject the Advisory Committee's evaluation or determinations on any one or more factors and may also give greater weight to one factor or set of factors over another in making its final decision. Again, the City intends to give itself the broadest discretion possible in making any final decision to award a contract.

The Advisory Committee and the City Council shall be under no obligation to consider any objection that does not comply with the objection procedures set forth in this section.

K. CERTIFICATION

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

II. GENERAL PROVISIONS

A. SERVICES TO BE PERFORMED

The Towing Service Provider shall furnish towing and secure storage services for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by the El Monte Police Department ("EMPD"). Towing services shall include, but not be limited to, removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for law enforcement and related evidentiary purposes as directed by EMPD personnel, other impoundment of vehicles as directed by EMPD, and necessary service to heavy duty vehicles on the highways.

B. CONDUCT

The Towing Service Provider shall conduct business in an ethical, lawful, competent and orderly manner so as to maintain the confidence and respect of the community and the integrity of Police Department investigations. While Towing Service Provider is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and the inherent potential for conflict in vehicle removal and storage, Towing Service Provider and its employees must maintain a fair, impartial, and reasonable attitude, and perform its duties in an honest, competent, respectful and courteous manner. Statements and actions of the Towing Service Provider and its employees must be the result of considered judgment; not personal prejudice, bias or self-interest.

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

C. REGULATION

The Towing Service Provider shall comply with all applicable, Federal, State and local laws, ordinances, rules and regulations, shall make all reports required by the State of California Vehicle Code, and shall follow all rules or regulations which the City of El Monte may prescribe governing the conduct of Towing Service Provider's operations under the Towing Services Agreement.

D. COOPERATION

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

E. SUPERVISION

The Towing Service Provider shall comply with all reasonable regulations imposed by the City on the Towing Service Provider's performance pursuant to the Towing Services Agreement. The Towing Service Provider shall further make all records, equipment and storage facilities related to Towing Service Provider's performance under the Towing Services Agreement available for periodic inspection by the City Manager, the Chief of Police or their designees to determine if the garage is in compliance with the rules and regulations of the City.

F. PRIORITY AND RESPONSE TIME

The Towing Service Provider shall furnish such services as requested by the EMPD and noted in the Towing Services Agreement at any time during the day or night and shall:

1. Give priority to City calls when requested;

2. Maintain sufficient personnel and equipment to provide for a maximum response time of twenty (20) minutes, except as otherwise provided herein;

3. Notify the EMPD upon receipt of request for tow when a tow unit cannot respond immediately and give an estimated time of arrival; and

4. The Towing Service Provider shall provide immediate response whenever requested to respond to the scene where a child is locked in a car or other emergency of such type.

G. ADMINISTRATION

The EMPD shall administer the Towing Services Agreement on behalf of the City and the Towing Service Provider shall abide by the directions and decisions of Police Department personnel at the scene of a call.

H. SETTLEMENT OF DISPUTES

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

I. CITY NOT LIABLE

Neither the City nor the EMPD shall be responsible to the Towing Service Provider for payment of towing, removal, or storage charges. The Towing Service Provider shall look to the owner of the vehicle for payment of applicable fees, charges or deposits or other sums payable for the towing and/or storage of a vehicle.

J. REPORTS TO BE MADE TO CITY

The Towing Service Provider shall provide the EMPD on the fifteenth (15th) day of each month

with a written list of all vehicles removed or impounded during the past month pursuant to the Towing Services Agreement. This list shall include vehicle owner's name and address (if known), vehicle make, license and motor number, and Police report number. The list shall also include an inventory of all personal property contained within each impounded vehicle. The Towing Service Provider shall also provide at the same time, a list of all vehicles currently on the Towing Service Provider's premises that were removed from a traffic accident site handled by the EMPD. This list shall also include vehicle license number, date of storage, reason for storage, and Police report number, if applicable. An explanation of each tow requiring an excess of one hour shall be provided. The report shall also contain a list of the tow unit operators that were employed by the Towing Service Provider during any period of that reporting month, the list shall contain the tow unit operator's name, operator's license number, classification, and its expiration date. The monthly report shall be signed under penalty of perjury by the Towing Service Provider's principal or primary manager for the performance of work under the Towing Services Agreement.

Towing Service Provider shall notify the Chief of Police or his or her designee in writing of any sale or disposal of a formerly stored vehicle or vehicle part to an individual known to the Towing Service Provider designee or his employees to be a City of El Monte employee. Franchise shall comply with all State law requirements relating to the sale of impounded vehicles, including all required notices and shall maintain true and correct copies of all such records which shall be provided to the City on a monthly basis along with the monthly report referenced in the prior paragraph.

K. INSURANCE AND INDEMNITY REQUIREMENTS

1. INSURANCE

The Franchisee shall procure and maintain for the term of the Franchise Agreement and any extension terms the insurance as required in this section. Franchisee shall not commence work under the Franchise Agreement until proof of all required insurance has been provided to and accepted by the City to its reasonable satisfaction. The Franchisee shall file with the Chief of Police care of the City Clerk, a policy or duly authorized certificate of liability insurance insuring the City of El Monte, its officers, agents and employees, against liability. The Franchisee shall procure and maintain the following varieties of insurance the terms of which are more specifically described in the template agreement attached as Attachment 1 of this RFP:

a. PROPOSER shall maintain worker's compensation insurance as required by the State of California and employer's liability insurance with limits of $1,000,000. In addition, PROPOSER shall require each subcontractor, if any, to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. If any class of employees employed by PROPOSER pursuant to this AGREEMENT is not protected by the California State Worker's Compensation Law, PROPOSER shall provide adequate

insurance for the protection of such employees to the satisfaction of the CITY. This provision shall not apply if PROPOSER has no employees performing work under this AGREEMENT. PROPOSER agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the CITY, and to require any and all subcontractors and any other person or entity involved in the services required in this AGREEMENT to do the same.

b. PROPOSER shall maintain commercial general liability insurance in an amount not less than two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage. PROPOSER shall maintain insurance on an occurrence, not claims-made basis. PROPOSER acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess coverage, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

c. PROPOSER shall maintain automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the PROPOSER arising out or of in connection with the work to be performed under this AGREEMENT, including coverage for owned, hired and non-owned vehicles, in an amount of not less than two million dollars ($2,000,000) combined single limit for each occurrence.

d. PROPOSER shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from PROPOSER's services, whether such services are performed by PROPOSER or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) per claim.

e. PROPOSER shall maintain Garage Liability insurance coverage with limits of not less than one million, five hundred dollars ($1,500,000) for the loss or injury to or destruction of any stored vehicles as a result of fire, theft, explosion, riot and/or civil commotion or vandalism or malicious mischief.

f. PROPOSER shall maintain On Hook coverage with limits not less than five hundred thousand dollars ($500,000) per vehicle.

2. Indemnification.

a. Towing Service Provider agrees to indemnify, defend and hold harmless the

City, its elected officials, officers, employees, attorneys, agents and volunteers (collectively, the "Indemnitees"), at Towing Service Provider's sole expense, from and against any and all lawsuits or other legal proceedings, claims, causes of action, losses, liabilities, penalties, forfeitures or actions of any kind asserted against any or all of the Indemnities arising out of the performance of Towing Service Provider, its officers, employees, representatives, agents and/or subcontractors under in the performance of the Towing Services Agreement, excepting only such claims or actions which may arise out of sole or active negligence of the Indemnitees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Towing Service Provider, its employees, and/or authorized sub operators, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by the Towing Service Provider, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Towing Service Provider's proposal, which shall be of no force and effect. The indemnification requirements set forth herein are a material term of this RFP and the inability or failure of a Towing Service Provider's insurance carrier(s) to provide coverage for liabilities covered by the indemnification requirements of this RFP shall not serve as a basis for waiving or limiting the scope of the indemnification requirements.

b. The Towing Service Provider's obligation to defend, hold harmless, and indemnify shall not be excused because of the Towing Service Provider's inability to evaluate liability or because the Towing Service Provider evaluates liability and determines that the Towing Service Provider is not liable to the claimant. The Towing Service Provider must respond within thirty (30) days to the tender of a claim for defense and indemnity by the City, unless this time has been extended by the City. If the Towing Service Provider fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Towing Service Provider by virtue of the Towing Services Agreement as shall reasonably be considered necessary by the City may be retained by the City until final disposition has been made or the claim or suit for damages, or until the Towing Service Provider accepts or rejects the tender of defense, whichever occurs first.

c. With respect to third party claims against the Towing Service Provider, the Towing Service Provider waives any and all rights of any type to express or implied indemnity against the Indemnities.

d. **Separate Counsel:** The City may elect to have separate legal counsel from

Towing Service Provider at any time at its sole discretion, and in such case Towing Service Provider will pay all fees, costs and charges for such separate legal counsel as such costs and charges are invoiced by City's separate legal counsel, not at the conclusion of any litigation or settlement.

e. **Subcontractors:** The Towing Service Provider shall require all subcontractors to enter into an Agreement containing the provisions set forth in this section in which Towing Services Agreement the subcontractor fully indemnifies the City in accordance with this RFP and the Towing Services Agreement.

f. **Damage by Towing Service Provider:** If the Towing Service Provider or its officers, employees, agents, volunteers or subcontractors cause any injury, damage or loss to City property, including by not limited to City streets or curbs, Towing Service Provider shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the City to be indemnified by Towing Service Provider for any such injury, damage or loss. With the prior written approval of City, Towing Service Provider may repair the damage at Towing Service Provider's sole cost and expense.

g. **Tort Claims Act:** This RFP and the Towing Services Agreement shall in no way act to abrogate or waive any immunities available to the City under the Tort Claims Act of the State of California.

L. TOWING SERVICE PROVIDER'S RECORDS, ETC. OPEN TO INSPECTION

All records, equipment, and storage facilities shall be open to periodic inspection by the City Manager, the Chief of Police or their designees. Any defaults on the part of the Towing Service Provider shall be promptly cured as provided under the default provisions of the Towing Services Agreement and subject to the City's right of termination or suspension of the Towing Service Provider's ability to perform under the Towing Services Agreement.

M. IMPOUND REPORTS

A Towing Service Provider tow unit operator shall sign and complete the necessary portions of the impounding employee's Impound Report (CHP 180). The impounding employee shall retain the original copy of the Impound Report. Towing Service Provider shall retain a copy of the Impound Report (CHP 180) for two years. The garage's copy of the Impound Report (CHP 180) shall be used to record the vehicle release information in the appropriate space provided in the Impound Report. True and correct copies of all such reports shall be provided to the Chief of Police on a monthly basis.

N. NOTIFICATIONS

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

1. All vehicles originally impounded by a public agency but that have remained in storage beyond seven (7) calendar days.

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

O. STORAGE

Storage shall commence at the time the vehicle arrives at the Towing Service Provider's storage facility. Charges for vehicle storage shall be based on a daily rate. The daily rate extends from midnight to midnight of the following day. All proposals shall include a true and correct Proposer's schedule of fee, charges, deposits and other costs imposed upon any person whose vehicles are towed and/or stored by the Proposers in the performance of the Towing Services Agreement.

Exceptions:

1. When a release request is made within the first "hour of storage", the storage fee shall be waived.

2. When a release request is made within 24 hours, only one day's storage shall be charged regardless of the calendar date.

3. When a release request is made between 7 p.m., and 12 a.m., (midnight), one day's storage fee shall be waived providing such release occurs within the mandatory release hours (8 a.m. to 5 p.m.) of the following day.

P. LIEN ON STORED VEHICLES

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

Q. DISPUTES AND INJURIES

The Chief of Police, or his designee, has the authority to settle all disputes arising from actions by the Towing Service Provider. The decision of the Chief of Police, or his designee, shall be binding on all parties involved. Inquiries pertaining to the conduct, practices, and regulation of the Towing Service Provider may be referred to the City of El Monte Police Department, 11333 Valley Blvd., El Monte, California, 91731; (626) 580-2100.

R. CITY VEHICLES

The Towing Service Provider shall provide, at no cost to City, routine roadside service including, but not limited to, towing service, to all vehicles owned by the City of El Monte up to and including one (1) ton rated vehicles at the request of the City Manager, Chief of Police Chief, or his designee, or Public Works Director, whenever such vehicles require such service within the City of El Monte or within five (5) road miles of the corporate limits of the City.

S. TRAFFIC ACCIDENT SCENE CLEANUP

At the request of the El Monte Police Department personnel, the Towing Service Provider shall dispatch a tow unit to the scene of a traffic accident and shall remove all glass and other debris deposited upon the roadway.

T. FAX MACHINE

The Towing Service Provider shall maintain an operating fax machine or similar transmittal device at all times during the term of the Towing Services Agreement or any extension term and such device shall be operational at all times.

U. TOXIC MATERIALS

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

V. COLLECTION OF FEES

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

W. LICENSES, CERTIFICATES AND PERMITS

As of the submission date of the proposal, a Proposer shall hold and maintain in good standing

throughout the term of the Towing Services Agreement and any extension term all State and county licenses, certificates and permits required to perform the types of services contemplated under this RFP and the Towing Services Agreement. As of the effective date of the Towing Services Agreement, a Towing Service Provider and all its drivers performing on the Towing Service Provider's behalf under the Towing Services Agreement shall procure and maintain in good standing throughout the term of the Towing Services Agreement any extension term, all City of El Monte licenses and permits requested under the El Monte Municipal Code and all drivers shall maintain appropriate driver licenses issued by the State of California. In addition, the Towing Service Provider shall keep informed of and comply with the requirements of all Federal, State, county and municipal laws, ordinances, and regulations applicable to the work performed under the Towing Services Agreement.

X. FRANCHISE FEES

As authorized by Vehicle Code Section 12110 and in consideration for the franchise awarded under this RFP, companies awarded a Towing Services Agreement shall pay a franchise in the amount of 25% of the Franchisee's Gross Revenues attributable to towing, storage and impound services provided to the City under the Towing Services Agreement. City reserves the right to increase the amount of the franchise fee no more than once each calendar year during the initial term of any extension term of the Towing Services Agreement and no earlier than the 1st anniversary of the effective date of the Towing Services Agreement. Increase shall be sufficient to account for the increased cost of the City's administration of the towing program but in no event may any single increase exceed an amount equal to five percent (5%) of the prior franchise fee amount.

The Franchise Fee shall be paid on a monthly basis with payments received no later than the fifteenth (15th) of each month. If the deadline falls on a day in which the City is closed for business the deadline shall extended to close of business of the next day immediately following in which the City is open for business.

In the event a Franchise fails to timely pay any sums due the City, such failure shall constitute a default under the Towing Service Provider Agreement and such default must be cured within the applicable cure period set forth in the Towing Services Agreement. In addition, the City will assess a late fee of one hundred ($100) dollars. If the outstanding sums as well as the late fee remain unpaid after the conclusion of the applicable cure period, interest on the unpaid sums and the late fee will accrue simple interest at a rate equal to the lesser of the following until paid in full: Twelve percent (12%) per annum; or the maximum rate permitted by applicable law.

In addition to the late fees and interest accrual set forth above, failure to make Franchise Fee payments on time shall constitute cause for the suspension of the Towing Service Provider's right to tow vehicles for the City as well as the termination of the Towing Services Agreement outright if such default is not timely cured as provided under the Towing Services Agreement.

Towing Service Providers shall also be required to maintain a business license with the City and the duty to pay any and all business license taxes due shall be a separate obligation of the Towing Service Provider. Nevertheless, the failure of the Towing Service Provider to maintain a business license and pay and any and all business license taxes shall also constitute grounds from the suspension and/or termination of the Towing Services Agreement.

III. TOWING PROVISIONS

A. PLACE TO WHICH VEHICLES SHALL BE TOWED

When impounded by the EMPD vehicles shall be taken to the Towing Service Provider's primary secured storage facility or such other location as the EMPD may lawfully designate. If neither the owner nor the driver nor EMPD specifies a destination, is unable to do so, or is not at the scene of removal, the Towing Service Provider shall tow the vehicle to Towing Service Provider's Primary Storage Facility. In no case shall Towing Service Provider use coercion or pressure of any kind upon the owner or driver of a vehicle to have the vehicle towed to Towing Service Provider's own storage yard or garage.

B. EVIDENCE TO BE SAFEGUARDED

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

C. REMOVAL CHARGES

Vehicles shall be taken to any place the owner or driver of the vehicle directs, within five road miles of the location of the vehicle, without charge. Charges for towing beyond five miles shall be based on an hourly rate for time actually consumed. Removal charges commence at the time a tow unit actually proceeds to a call for service and terminate at the time the tow unit returns to the Primary Storage Facility. The first hour or fraction thereof shall be at the rate specified by the Chief of Police or his or her designee and at half of that hourly rate for each additional half hour or fraction thereof over the first hour.

D. ROTATION SYSTEM (Two Towing Service Providers)

City intends to select no more than two (2) Towing Service Providers to be awarded contracts under this RFP. Upon the start date for services, the dispatcher shall place service calls to the

Towing Service Providers on a rotation basis as follows:

1. ROTATION SCHEDULE

The City shall establish a rotation schedule for each of the two Towing Service Providers. The rotation list shall be used whenever a driver or owner of a disabled vehicle is unable to specify a particular garage or tow service, or whenever an authorized EMPD employee requests the transport, storage or impounding of a vehicle.

2. TURNS IN ROTATION

Each Towing Service Provider shall be called, in turn according to the established rotation schedule, to respond to an EMPD request for towing service and, when in turn, shall have exclusive right to provide service subject to the following:

a. The Towing Service Provider at the top of the order on the rotation list shall have preference to tow all vehicles from a specific scene, provided that Towing Service Provider responds with all equipment needed to accomplish the tows within the response time specified herein.

b. Whenever a Towing Service Provider cannot respond with all equipment needed to accomplish all tows at a specific scene within the response time specific herein, the alternate Towing Service Provider on the rotation shall be called to provide service.

3. LOSS OF TURN IN ROTATION

Whenever a Towing Service Provider cannot, for any reason, respond with any equipment needed to accomplish the requested service within the response time specified herein, that Towing Service Provider shall be passed over and the alternate Towing Service Provider on the rotation schedule will be called. The Towing Service Provider shall become eligible to provide service again only in its next turn in rotation.

4. EXCEPTIONS

a. Whenever the driver or owner of a disabled vehicle specifies a particular club, association or tow service to be called to provide service, such calls shall not constitute a "rotation" call.

b. Whenever an EMPD employee determines that an emergency exists because a Towing Service Provider is unable, for any reason, to provide adequate tow service, the EMPD employee shall have the right to have such duties performed by any other means available.

c. Whenever a Towing Service Provider is called to tow or service a City vehicle within the City's corporate limits, such call shall not constitute a "rotation" call.

IV. STORAGE PROVISIONS

A. STORAGE LOT(S)

The Towing Service Provider shall provide a total storage capability for at least one hundred and fifty (150) vehicles. Should Towing Service Provider provide only one lot, all standards applicable to sections B and C of Article IV below shall apply. Otherwise, Towing Service Provider shall comply with sections B, C and D of Article IV below with respect to the lots described in said paragraphs.

B. PRIMARY STORAGE LOT

The Towing Service Provider shall at all times provide and maintain a Primary Storage Facility with a minimum storage capacity of one hundred (100) vehicles dedicated to the storage of vehicles from EMPD pursuant to the Towing Services Agreement. The Primary Storage Facility shall be no more than five (5) miles from the territorial boundaries of the City of El Monte.

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

1. Immediately adjacent to or contain office facilities.

2. Adequate in size to accommodate all:

    a. "Hold" vehicles;
    b. Late model vehicles;
    c. Specially equipped vehicles; and
    d. Vehicles to be released immediately to owners.

3. Entirely surfaced with either concrete or asphalt material.

4. Free of holes or areas that are decomposed or broken.

5. Clean and free of litter, debris, or weeds.

6. Include on-site security system and lighting that provides easy visibility to all areas of the lot while eliminating spill over onto neighboring properties.

7. Sized and dimensioned to afford safe access to all vehicles.

C. INVESTIGATIVE HOLD AREA AND VEHICLES

The Towing Service Provider shall maintain an area at its Primary Storage Facility for vehicles held for criminalistic and/or evidentiary examinations. This Investigation Hold Area shall:

1. Have a fully enclosed structure and be capable of providing protection from the natural elements.

2. Be fenced and gated (so as to prohibit entry by unauthorized persons as prescribed by the Chief of Police or his or her designee) with remote access controlled by the dispatcher.

3. All entries shall be documented to identify the vehicle seen, the person entering, and the date and time the person entered the Investigative Hold Area.

4. The Investigative Hold Area's storage capacity shall be capable of holding two (2) vehicles at any one time.

5. The only persons authorized to enter an Investigative Hold Area are the Towing Service Provider employees and concerned law enforcement employees.

6. Garage employees shall not remove property from vehicles being held for criminalistic and/or evidentiary purposes.

7. Vehicles stored in an Investigative Hold Area shall not be removed from the area until authorized by the responsible EMPD personnel/investigator.

8. Once an investigative hold has been released on a vehicle it shall be immediately removed from the Investigative Hold Area.

9. The date and time of removal and the removing employee's identity shall be recorded on the Towing Service Provider records.

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

D. SECONDARY STORAGE LOTS

The Towing Service Provider shall provide a total storage capability for fifty (50) vehicles in a Secondary Storage Facility. All Secondary Storage Facilities shall be inspected and approved by the Chief of Police or his or her designee prior to use. A Secondary Storage Facility is a designated location used by the Towing Service Provider as a yard or lot for the temporary storage of impounded vehicles. All Secondary Storage Facilities shall be within five (5) miles of Towing Service Provider's Primary Storage Facility. All Secondary Storage Facilities must be fenced for maximum security and lighted during the hours of darkness to afford illumination of all stored vehicles. Secondary Storage Facilities shall only be used to store vehicles with appraised values under one thousand dollars ($1,000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles with appraised values over one thousand dollars ($1,000.00) with the prior written approval of the Chief of Police or his or her designee, but in such cases, an attendant must be on duty at the facility for security. The location where vehicles are stored within a Secondary Storage Facility shall be accurately recorded on the garage's impound records.

E. STORAGE OF VEHICLES

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

F. ENCLOSING OF STORAGE AREAS

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

G. OFFICE

The office space at the Primary and Secondary Storage Facilities shall be neat in appearance, clean and painted.

H. RESPONSIBILITY FOR VEHICLE, ACCESSORIES, AND PERSONAL PROPERTY

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

1. Record a description of the removed property on the corresponding copy of a garage impound (CHP 180) report.

2. Implement controls to inform Towing Service Provider's office personnel responding to public inquiries that personal property has been removed from a vehicle.

3. Cause the property to be individually packaged and identified.

4. Provide a secure location for the storage of the property to preclude loss, theft or damage.

5. Inform properly interested persons that property has been removed and how they may obtain possession of that property.

I. PROTECTION AND HANDLING OF VEHICLES

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

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

1. Record a description of the removed vehicle parts and/or attached accessories on the corresponding copy of the garage impound report (CHP 180).

2. Implement controls to inform the Towing Service Provider's office personnel responding to public inquiries that vehicle parts and/or attached accessories have been removed from a vehicle.

3. Cause the vehicle parts and/or attached accessories to be individually packaged and identified.

4. Provide a secure location for the storage of the vehicle parts and/or attached accessories to preclude loss, theft or damage.

5. lnform properly interested persons that parts and/or attached accessories have been removed and how they may obtain possession of that property.

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

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

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

J. RELEASE OF VEHICLES

A dispatcher shall be responsible for releasing vehicles between the hours of 8 a.m. and 5 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 5 p.m. and 8 a.m. Any vehicle impounded in connection with a special

event, as designated by the Chief of Police, or his designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event. For the purposes of this provision, "special event" shall include: DUI checkpoints; special traffic enforcement operations; parades; and the like.

K. REGULATION

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

L. TOWING SERVICE PROVIDER'S AUTHORIZED RATES AND CHARGES TO CUSTOMERS

As set forth in this RFP, above, each Proposer shall submit a schedule of rates, fees, charges, deposits and other costs which the Proposer charges to persons whose vehicles are towed and/or stored at its facilities. It is the desire and objective of the City to ensure that persons whose vehicles are towed and/or stored are not needlessly, unreasonably or unfairly burdened with excessive costs for the towing, storage and/or release of their vehicles. Accordingly, during the initial term of the Towing Services Agreement, a Towing Service Provider may only make one written request for the increase of any single rate, fee, charge, deposit or other costs set forth in the schedule submitted as part of the proposal and such request may be granted, denied or conditionally granted by the City in its sole and absolute discretion. The foregoing notwithstanding, in no case may any rate, fee, charge, deposit or other cost be increased to an amount that exceeds those established pursuant to the Proposers valid and binding Tow Service Agreement with the California Highway Patrol for the performance of similar services.

The Towing Service Provider may request one additional set of adjustments after the conclusion of the initial term of the Towing Services Agreement, in the event the City proposes to extend the life of the Towing Services Agreement beyond the initial term, provided that no such increase shall exceed an amount equal to five percent (5%) of the existing rate, fee, charge, deposit or other cost.

City in its sole and absolute discretion may also authorize or deny the establishment of any new type of rate, fee, charge, deposit or other charge not otherwise covered under the approved schedule of rates, fees, charges deposits or other costs.

All requests for the adjustment of existing rates, fees, charges, deposits or other charges set forth in the Proposers schedule for the same and all requests for the establishment of new types of rates, fees, charges, deposits or other charges shall be submitted to the Chief of Police

care of the City Clerk with a courtesy copy to the City Manager. Verifiable profit or loss information may be required prior to any adjustment. No increase shall take effect until after the issuance of a written approval by the Chief of Police.

Towing Service Providers may not impose rates, fees, charges, deposits or other costs other than those set forth in the schedule approved by the City as part of the award of the Towing Services Agreement or by later action of the City.

All bills given to persons whose vehicles are towed and/or stored shall be itemized in a format approved by the City in advance of the commencement of the services to be performed under the Towing Services Agreement.

V. STAFFING PROVISIONS

A. SUFFICIENT PERSONNEL

The Towing Service Provider shall have sufficient personnel on duty at all times to:

1. Receive calls from the EMPD communications center;

2. Dispatch tow units;

3. Provide security at all storage sites; and,

4. Provide such services as may be required under the Towing Services Agreement

B. DISPATCHER

A dispatcher shall be on duty in the Towing Service Provider's office seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from EMPD and its communications center, dispatch tow units, provide security for stored vehicles, and perform such other tow related services as may be required by the Chief of Police or his or her designee. A dispatcher shall be responsible for releasing vehicles between the hours of 8 a.m. and 5 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 5 p.m. and 8 a.m. Any vehicle impounded in connection with a special event, as designated by the Chief of Police or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event, regardless of the time of day the special event concludes. A dispatcher and/or other Towing Service Provider employees providing service to the public shall wear a nametag/badge with their name and/or have their first name conspicuously imprinted on their uniform. The Towing Service Provider shall be responsible to provide the nametag.

C. TIMEKEEPING AND DELAYS

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

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

2. Time that a tow unit is assigned the call for service and given the location of the requested service;

3. The time that a tow unit arrives at the location of requested service; and,

4. The time that a tow unit returns to Towing Service Provider Facility with the vehicle.

The Towing Service Provider shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all EMPD personnel, other law enforcement agencies, and City departments that rely upon it for tow service. Within ten (l0) minutes of the receipt of a request for tow service from EMPD or its communications center, an available, unassigned tow unit and operator shall be dispatched and shall immediately proceed to the location of the requested service. The Towing Service Provider shall advise the communications center when a tow unit cannot be dispatched within ten (10) minutes and shall give the reason why the tow unit cannot be dispatched and an estimated time of dispatch. Once dispatched, a tow unit operator shall respond to an assigned call by the most direct and expeditious route.

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

D. OPERATORS

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

VI. VEHICLES AND EQUIPMENT PROVISIONS

A. TOW UNITS RADIO EQUIPMENT

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

B. DISPATCHER'S OFFICE RADIO COMMUNICATIONS

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

1. Tow Trucks.

    a. The Towing Service Provider shall maintain a minimum of three (3) 14,000 to 19,500 Gross Vehicle Weight (GVW) manufacturer rated tow trucks with wheel lift capabilities. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bard drum or one (1) wrap of cable with a minimum of one hundred feet (100') of cable. Wheel lifts shall be rated at a minimum of 3,000 pounds lift capacity. Each such tow truck shall be equipped with a snatch block, dollies, one (1) ton floor jack and J/T hook chain assemblies.

        The Towing Service Provider shall maintain a minimum of one (1) 14,000 GVW manufacturer rated car carrier. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bare drum or one (1) wrap of cable with a minimum of fifty feet (50') of cable.

    b. Official heavy-duty tow units will be requested by EMPD or its communication center when the vehicle to be towed possesses one or more of the following: three or more axles; a gross weight, laden or un-laden, in excess of I0,000 pounds; or a combination of commercial trailers; vehicle is longer than thirty (30) feet in length (including tongue); vehicle is wider than eight (8) feet in width utilizing a fifth wheel hitch or pintle; the condition or position of the vehicle to be removed necessitates Heavy-Duty towing equipment. The Towing Service Provider may subcontract for heavy-duty tow services. The subcontractor shall meet the standards set forth in the Towing Services Agreement.

c. All trucks used in performing towing services under the Towing Services Agreement shall conform to all requirements of the State of California Vehicle Code and shall comply with the following:

1) Truck bodies shall be painted and kept clean and in good repair, free of dents;
2) The cab interior shall be kept clean;
3) The tow truck bed shall be kept clean and equipment shall be properly mounted and maintained;
4) Tail lamps, stop lamps and turn signal lamps with electrical extension cord shall be operable and shall be used on all towed vehicles; and,
5) Each tow vehicle shall carry the following equipment:
   (a) State approved air tank or air transfer system
   (b) Flashlight or portable light
   (c) Floor jack - 1-ton minimum capacity
   (d) Gasoline container – 2 ½ gallon minimum capacity
   (e) Lug wrench – 4-way and wrench for foreign cars
   (f) Water container – 3-gallon minimum capacity
   (g) Battery booster and cables
   (h) Axe
   (i) Sledge
   (j) Flares
   (k) Bolt cutters
   (l) Pry bar
   (m) 25-foot recovery chain
   (n) Trash can and absorbent.
   (o) Broom and dustpan
   (p) Shovel

C. TOW TRUCK PARKING

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

D. TOW UNIT MARKINGS

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

[END OF DOCUMENT]

EMPD TOW LISTING APPLICATION

BUSINESS	
1. BUSINESS NAME AND MAILING ADDRESS	TELEPHONE NUMBER(S) 2. DAY 3. NIGHT
4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE	5. AUTOMOBILE CLUB AFFILIATIONS
6. DO YOU HAVE 24 HOURS A DAY SERVICE? ☐ YES ☐ NO	7. YEARS IN THE TOWING BUSINESS
8. HAVE YOU OR ANYONE FIANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVITED OF A FELONY INVOLVING STOLEN OR EMBEZZLED VEHICLES, STOLEN PROPERTY, FRAUD RELATED TO THE TOWING BUSINESS, OR MORAL TURPITUDE? IF YES, PLEASE ATTACH A WRITTEN EXPLANATION	☐ YES ☐ NO

VEHICLE STORAGE		
9. PRIMARY STORAGE YARD (COMPLETE ADDRESS)	☐ OWNED ☐ LEASED ☐ RENTED	DISTANCE FROM EL MONTE _____ MILES
10. SECONDARY STORAGE YARD (COMPLETE ADDRESS)	☐ OWNED ☐ LEASED ☐ RENTED	DISTANCE FROM EL MONTE _____ MILES
11. IS STORAGE YARD FENCED (6'), LIGHTED?		☐ YES ☐ NO
12. IS DISPATCHER ON DUTY 24 HOURS/DAY, SEVEN DAYS/WEEK, 365 DAYS/YEAR?		☐ YES ☐ NO
13. IS THERE A SECURE INVESTIGATIVE HOLD AREA?		☐ YES ☐ NO

FINANCIAL INTERST	
14. LEGAL OWNER (PERSON(S), FIRM, COMPANY, ASSOCIATION OR CORPORATION)	
15. DO YOU HAVE FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN EL MONTE?	☐ YES ☐ NO
16. DOES ANY MEMBER OF YOUR FAMILY OPERATE ANOTHER TOW SERVICE IN EL MONTE?	☐ YES ☐ NO
17. DO YOU SHARE ANY FACILITIES WITH ANY OTHER LICENSED TOW COMPANY?	☐ YES ☐ NO
18. IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF THE TOW COMPANY	

TOW TRUCKS	
☐ CLASS A (14,000 – 19,500 GVWR) ☐ CLASS C (33,001 – 50,000 GVWR)	☐ CLASS B (19,501 – 33,000 GVWR) ☐ CLASS D (OVER 50,001)
19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER?	☐ YES ☐ NO

SIGNATURE	PRINT OR TYPE NAME AND TITLE	DATE

8/12/21

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VEHICLE TOWING AND SECURED STORAGE SERVICES AGREEMENT

(Parties: City of El Monte and _____)

THIS VEHICLE TOWING AND SECURED STORAGE SERVICES AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2021 (the "Effective Date") by and between the City of El Monte, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and _____, a _____ corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY desires to engage the services of ___ (_____) vehicle towing companies as independent contractors for the purposes of satisfying the vehicle towing and secure storage needs of the El Monte Police Department ("EMPD") for third-party vehicles designated for towing and impound by the EMPD pursuant to Vehicle Code Sections 14602.6 and 14607.6 or which otherwise come into the possession and control of the EMPD in the course of the EMPD's law enforcement and public safety operations; and

WHEREAS, CITY solicited proposals from qualified vehicle towing companies which included, but was not limited to, CONTRACTOR; and

WHEREAS, based on CONTRACTOR's qualifications and experience, it was determined by CITY that CONTRACTOR offers an optimal combination of qualities that provide the CITY with the best value for the services required; and

WHEREAS, this AGREEMENT applies only to vehicles towed and/or stored at the request of the EMPD; and

WHEREAS, CITY shall request vehicle towing services by CONTRACTOR on a rotation/alternate basis between CONTRACTOR and an additional vehicle towing company, also servicing CITY; and

WHEREAS, the El Monte City Council ("City Council"), at a regularly scheduled meeting of _____, 2021 approved the execution of this AGREEMENT under Agenda Item No._____.

Template Towing Services Agreement

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

Section 1. DEFINITIONS

A. The term "CITY" shall refer to the City of El Monte, and its duly authorized employees, agents, assignees, or designees.

B. The term "CONTRACTOR" shall refer to _____ and its duly authorized employees, agents, assignees, or designees.

C. The term "AGREEMENT" shall refer to the Vehicle Tow Service Franchise Agreement entered into by and between the CITY and CONTRACTOR.

D. The term "POLICE DEPARTMENT" shall refer to the CITY's Police Department.

E. The term "CONTRACT ADMINISTRATOR" shall refer to _____.

F. The term "VEHICLE CODE" shall refer to the State of California Vehicle Code.

Section 2. SCOPE OF WORK, TERM OF AGREEMENT AND OPTION TO RENEW

A. Except as otherwise provided elsewhere in this AGREEMENT, CONTRACTOR agrees to perform all of the services and tasks set forth in the certain proposal entitled Request for Proposals (RFP) Police Towing and Storage Services and dated _____ which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "Approved Scope of Work").

B. This AGREEMENT shall have a term of five (5) years commencing on March 1, 2022 (hereinafter, the "Term").

C. The Term may be extended for a maximum of two (2) one-year extension terms at the option of the CITY, provided that CITY provides the CONTRACTOR with written notice of CITY's intent to exercise CITY's options to extend the term of the AGREEMENT no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its options to extend this AGREEMENT, all terms, conditions, and provisions of this AGREEMENT shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

Section 3. FRANCHISE FEES

A. CONTRACTOR hereby agrees to pay to CITY that amount of fees in accordance with VEHICLE CODE Section 12110 which provides that "*a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity . . . shall not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program.*"

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B. CONTRACTOR agrees to pay to CITY a quarterly fee in an amount equal to twenty-five percent (25%) of the CONTRACTOR's Gross Revenues attributable to all services provided by CONTRACTOR to CITY pursuant to this AGREEMENT during each calendar year quarter (hereinafter, the "Franchise Fee"). The parties acknowledge, understand and agree that the Franchisee Fee represents a reasonable estimate of the actual and reasonable costs incurred by CITY per vehicle with respect to the performance of the tasks required to administer and enforce CITY's vehicle towing program and effort. CITY reserves the right to adjust the amount of the Franchise Fee percentage from time to time to the extended permitted by law but in no event more than once each calendar year.

C. For purposes of this AGREEMENT, the term "Gross Revenues" means all cash, credits, revenues, property of any kind or nature or other consideration as determined according to generally accepted accounting principles consistently applied, derived directly or indirectly by CONTRACTOR, its affiliates, subsidiaries, parents, and any other person or entity for which CONTRACTOR has a financial interest or which has a financial interest in CONTRACTOR's tow truck business, arising from or attributable to the towing and storage services provided.

D. Franchise Fees shall be paid by CONTRACTOR on a quarterly basis to the CITY, care of the El Monte Finance Department on January 15th, April 15th, July 15th and October 15th of each year ("Payment Deadline(s)"). If a Payment Deadline falls on a date in which the City is closed for business the deadline shall be extended to close of business of the next day immediately following in which the CITY is open for business.

E. All sums owed to the CITY shall be immediately due and payable upon each Payment Deadline and shall be considered delinquent and past due if not paid within three (3) calendar days of a Payment Deadline.

F. CONTRACTOR shall maintain records relating to vehicles towed, stored or impounded for a period not to exceed six (6) years. Each month CONTRACTOR shall furnish the CITY care of the CONTRACT ADMINISTRATOR in writing as well as via electronic correspondence, a report of all vehicles that have been towed by CONTRACTOR under the terms of the AGREEMENT for the previous calendar month. Such report shall indicate the storage location of each vehicle, and shall include the vehicle make, license plate number and vehicle identification number. Such report shall also indicate whether a vehicle has been stored for thirty (30) days or for a longer period of time. The report shall also list the number of vehicles towed, stored or impounded at the request of CITY that have been sold through lien sale. The written report shall be due no later than ten (10) days after the end of the previous calendar month. CONTRACTOR must also notify the California Highway Patrol ("CHP") as required by VEHICLE CODE Section 10652.

G. The CITY retains the right to impose alternative forms of fees, to the extent

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permitted by law, in the event that the fees provided for in this AGREEMENT are no longer assessable due to changes in federal state or local law.

H. All payments made pursuant to this AGREEMENT shall be made payable to the "City of El Monte" and directed to the attention of the CONTRACT ADMINISTRATOR and shall not be made contingent on any payments due or paid to CONTRACTOR for the actual tow and/or storage of any vehicles. With regard to vehicles impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6, the actual source of storage fee payments shall have no bearing on CONTRACTOR's duty to pay CITY under this AGREEMENT and shall include proceeds that CONTRACTOR may receive from an auction or other sale of a forfeited vehicle.

I. In the event CONTRACTOR fails to timely pay any sums due to the CITY, such failure shall constitute a default under this AGREEMENT and such default must be cured within the applicable cure period set forth under Section 6.J, below. In addition, CITY will assess a late fee of one hundred dollars ($100) which shall become immediately due and payable along with the delinquent sums. If all outstanding delinquent sums, as well as the late fee, remain unpaid after the conclusion of the applicable cure period, interest on the unpaid sums and the late fee will accrue simple interest at a rate equal to the lesser of the following until paid in full: Twelve percent (12%) per annum; or the maximum rate permitted by applicable law.

J. CONTRACTOR shall be required to maintain a business license with the CITY at all times during the term of this AGREEMENT and any extension term and the duty to pay any and all business license taxes due to the CITY for CONTRACTOR's business activities. CONTRACTOR's failure to maintain a business license and/or pay any and all business license taxes shall also constitute grounds for the suspension and/or termination of this AGREEMENT and CONTRACTOR acknowledges, understands and agrees that it shall also be responsible for the payment of any fines, penalties and/or later charges due under the El Monte Municipal Code arising out of its failure to maintain a business license and/or pay any and all business license taxes. Sums due and payable to the CITY for the procurement of a business license are a separate and independent obligation of CONTRACTOR. Franchise Fees paid by CONTRACTOR pursuant to this Section shall not constitute payment for any and all applicable business license taxes, nor shall Franchise Fees serve as an offset to business license taxes that are due and payable to the CITY.

Template Towing Services Agreement

Section 4. RATES FEES AND OTHER CHARGES CHARGED BY CONTRACTOR TO VEHICLE OWNERS

A. Correspondence with CHP Approved Rates, Fees and Other Charges: With respect to non-City vehicles which are referred to CONTRACTOR by CITY pursuant to this AGREEMENT for towing or storage, CONTRACTOR may not impose any rates, fees or other charges upon the owners of such vehicles as

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condition for their release other than those varieties of rates, fess or other charges which CONTRACTOR is authorized to charge under that certain fully executed agreement between CONTRACTOR and the State of California, Department of California Highway Patrol ("CHP") entitled "2021-2022 Tow Service Agreement" which is dated as of _____, which is attached and incorporated hereto as **Exhibit "B"** (hereinafter, "CHP Agreement"). With respect to non-City vehicles which are referred to CONTRACTOR by CITY pursuant to this AGREEMENT for towing or storage, CONTRACTOR may not impose any rates, fees or other charges upon the owners of such vehicles as condition for their release at rate levels or in amounts that exceed those expressly approved by the CHP for the tow district that includes the territorial boundaries of the City of El Monte. CONTRACTOR shall have an ongoing duty and responsibility to ensure that the CITY is provided with a complete and up-to-date schedule of rates, fees and other charges as approved by the CHP along with true and correct documentation demonstrating that any and all rates, fees or other charges imposed by the CONTRACTOR have been approved by the CHP before being put into effect. Not less than fifteen (15) days prior to putting any new, increased or otherwise adjusted rate, fee or other charge into effect, CONTRACTOR shall provide CITY with notice that it has been approved by the CHP along with documentation evidencing such approval. In the event CONTRACTOR ceases to be a party and signatory to a to the CHP Agreement, CITY reserves the right to immediately terminate this AGREEMENT upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. In the event CITY does not exercise its right to terminate the AGREEMENT or delays the exercise of such right, rates, fees and other sums charges by CONTRACTOR shall remain the same as of the date of the most complete and up-to-date schedule of rates, fees and other charges provided to CITY which evidence all CHP approved rates, fees or other charges.

B. The previous paragraph notwithstanding, even when tow and storage services are specifically requested by CITY, CONTRACTOR acknowledges that it shall charge vehicle owners only for its tow and storage services incurred pursuant to the terms and provisions of this AGREEMENT. At no time shall CONTRACTOR hold CITY liable for any tow or storage services incurred pursuant to and during the term of this AGREEMENT even when such services are requested by CITY. It is specifically acknowledged by CONTRACTOR that the vehicle owner shall be solely responsible for such charges.

C. <u>Posting of Rate Schedules</u>:

1. CONTRACTOR shall post and maintain a sign or signs which have been approved by the CONTRACT ADMINISTRATOR in a conspicuous place or places on CONTRACTOR's premises where owner re-claims his/her vehicle and in a location designated by the CONTRACT ADMINISTRATOR which gives notice of:

a. The approved "Rate Schedule" for tow and storage services under the

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CHP Agreement as set forth in **Exhibit "C"**. If the approved Rate Schedule is modified or amended in accordance with subsection A, above, an updated Rate Schedule shall be posted by or before the date any adjusted rates, fees, charges, deposits or other sums charged take effect;

b. The method of payment(s) which are acceptable by CONTRACTOR which include credit cards and U.S. currency;
c. A written receipt shall be supplied by CONTRACTOR for the amount of payment received;
d. The telephone number and address of the CONTRACT ADMINISTRATOR; and
e. The address where a vehicle owner may address his/her complaints regarding CONTRACTOR's tow and/or storage services.

Section 5. CONTRACTOR'S RESPONSIBILITIES:

A. Compliance with Law:

1. CONTRACTOR shall have and maintain throughout the entire term of this AGREEMENT a valid CITY business license and shall, at all times, keep himself or itself fully informed of and shall, at all times, be informed of and shall comply with all Federal, State and County laws, Municipal Code provisions, Ordinances and Regulations, and all VEHICLE CODE sections which are in force or become effective during the term of the AGREEMENT which, in any manner, affect tow services or the storage of vehicles.

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

B. Personnel:

1. Except as otherwise provided under the Scope of Work, CONTRACTOR shall retain an adequate number of trained and properly licensed personnel assigned to perform the work described in this AGREEMENT. All work performed by CONTRACTOR and CONTRACTOR's officers, employees' agents shall be performed in compliance with VEHICLE CODE Sections 12520 and 12804.9.

2. CONTRACTOR agrees to provide a copy of this AGREEMENT to each of CONTRACTOR'S employees and obtain each employee's signature on this AGREEMENT on the Acknowledgment form set forth below.

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ACKNOWLEDGMENT

BY SIGNING THIS ACKNOWLEDGMENT, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THAT ANY VIOLATION OF SAID TERMS AND PROVISIONS OF THIS AGREEMENT MAY RESULT IN IMMEDIATE TERMINATION OF MY EMPLOYMENT.

_____
Employee's Signature

3. CONTRACTOR shall retain all employee-executed copies of this AGREEMENT and provide the same to the CITY upon request.

4. In the event CONTRACTOR fails for any reason to immediately terminate an employee who has violated the terms of this AGREEMENT, then CITY reserves the right to take CONTRACTOR out of rotation and request tow and/or storage services from the other tow service company specified on the Rotation List which will be provided to CONTRACTOR by CITY at the time of execution of this AGREEMENT.

C. Notice to Vehicle Owners and/or Department of Justice

1. CONTRACTOR shall timely notify the registered or legal owner of all vehicles towed and/or stored pursuant to this AGREEMENT and in accordance with all relevant provisions set forth in the VEHICLE CODE.

2. If the registered or legal owner of a vehicle is unable to be located by CONTRACTOR, then CONTRACTOR shall timely notify the Department of Justice in accordance with all relevant provisions set forth in the VEHICLE CODE.

3. It shall be CONTRACTOR's sole and exclusive responsibility to timely notify each and every owner of vehicles towed and/or stored pursuant to this AGREEMENT of the costs incurred from its services and payable by the vehicle owner.

D. Lien Sales:

1. In the event a vehicle is not claimed by its owner after CONTRACTOR duly notifies the registered or legal owner pursuant to the relevant provisions set

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forth in the VEHICLE CODE, CONTRACTOR shall be able to facilitate or conduct a lien sale pursuant to VEHICLE CODE Sections 22851 et seq.

2. Any and all lien sales performed by CONTRACTOR shall be done in strict compliance with all applicable laws.

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

E. Towing Operations:

1. Scope of Responsibility: It shall be CONTRACTOR's responsibility to perform the following at no cost to CITY:

a. Tow and store vehicles as requested by CITY including, but not limited to, the following:

1. Vehicles taken into custody by the POLICE DEPARTMENT;
2. Any and all CITY-owned vehicles requested to be towed and/or stored by the POLICE DEPARTMENT, including CITY owned vehicles up to forty (40) miles round-trip beginning at the departure location of the tow truck;
3. Vehicles abandoned in public places or on public property or private property within the jurisdiction of CITY so long as requested to be towed and/or stored by the POLICE DEPARTMENT pursuant to their enforcement powers of the law;
4. Vehicles seized and impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6; and
5. Vehicles requested to be towed and/or stored pursuant to CITY's Vehicle Abatement Program as more fully described below.

b. Remove all debris resulting from vehicle accidents; and

c. Perform all necessary work preliminary to towing vehicles such as removing vehicles from ditches, righting vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required to enable the towing of certain vehicles.

2. Response Time:

a. CONTRACTOR shall respond immediately and at any and all times to requests for tow services of vehicles when such requests for tow services are made by the POLICE DEPARTMENT.
b. The time period within which CONTRACTOR shall respond to requests for service by the POLICE DEPARTMENT by providing a tow vehicle at the

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response location shall be not greater than fifteen (15) minutes from the time of such requests.

c. Upon receiving requests for tow service by the POLICE DEPARTMENT, CONTRACTOR shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.
d. In the event CONTRACTOR is unable to respond to a request by the POLICE DEPARTMENT within the fifteen (15) minute time period, CONTRACTOR or its dispatcher shall notify the individual requesting the tow service and inform him/her that CONTRACTOR is unable to respond timely to the request and provide the reason therefor and an estimated time for arrival.
e. If CONTRACTOR is unable to respond within the fifteen (15) minute time period due to conditions beyond its control, CITY shall have the right to request tow services from another tow company specified on the rotation list. If CONTRACTOR is unable to respond within the fifteen (15) minute time period due to any other reason, CITY shall have the right at its sole option to eliminate CONTRACTOR from the Rotation List until such time as CONTRACTOR notifies the CONTRACT ADMINISTRATOR that it is able to respond timely to CITY's tow service requests.
f. In the event CONTRACTOR receives more than one (1) tow service request from either the POLICE DEPARTMENT within the same time period, CONTRACTOR shall respond to the first request then respond to the second request unless the second request involves a vehicle accident where the disabled vehicles are interrupting the flow of traffic or poses a threat to the safety of others.

3. Inventory:

a. A detailed written inventory of all personal property in any and all vehicles towed and/or stored and/or impounded by CONTRACTOR shall be completed by the POLICE DEPARTMENT prior to the time of towing and/or storing the vehicle by the CONTRACTOR. The towing operator of CONTRACTOR shall complete and sign the appropriate section of said inventory form. A copy of the fully completed inventory form shall be given to the towing operator employed by CONTRACTOR who shall in turn give it to CONTRACTOR who shall retain it for as long as the vehicle is in CONTRACTOR's possession and control.
b. Under no circumstances may a vehicle and/or personal property located in a vehicle be released by CONTRACTOR to the vehicle owner or his/her designated representative without the express written permission from the POLICE DEPARTMENT.
c. If at any time an item of personal property is removed from a stored vehicle and placed in another location, CONTRACTOR shall prepare a receipt of said item, place a copy of said receipt in the stored vehicle, and provide a copy of said receipt to the POLICE DEPARTMENT.
d. CONTRACTOR agrees to indemnify, defend and hold harmless CITY and

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CITY'S elected and appointed officials, officers, employees, agents and volunteers harmless from any damage to vehicles and/or loss or damage to personal property located inside the vehicles during CONTRACTOR's custody and possession of said vehicles.

F. Storage Operations:

1. Scope of Responsibility:

a. CONTRACTOR shall be responsible for all vehicles and their contents stored by CONTRACTOR including, but not limited to, personal property and vehicle accessories and equipment. CONTRACTOR shall be responsible for protecting these items against loss or damage from fire, theft, weather or any other causes.
b. CONTRACTOR shall provide insurance coverage for any damage or loss to vehicles or personal property located inside any vehicles for the time period within which CONTRACTOR has possession of said vehicles.
c. All vehicles taken into custody and stored by CONTRACTOR shall be stored without charge or cost to the CITY including those vehicles owned by CITY.
d. Should any vehicles towed and/or stored by CONTRACTOR at the request of the POLICE DEPARTMENT appear suspicious due to altered license plates or vehicle identification numbers, CONTRACTOR shall immediately upon tow or storage advise the POLICE DEPARTMENT of the suspicious vehicles.
e. CONTRACTOR shall not permit any unauthorized person(s) into the area in which vehicles, which are towed or stored pursuant to this AGREEMENT, are kept. CONTRACTOR shall be fully and exclusively responsible for any items missing from these stored vehicles and for any consequences resulting from the entrance of any individual not authorized by CONTRACTOR to enter into said storage area.
f. CONTRACTOR shall take all actions and precautions necessary to protect all vehicles and their components such as their engines, trunks, and interior areas, from natural elements by closing the windows, doors, trunk lids, hoods, and, if necessary, covering the vehicle or parts thereof exposed to the weather with plastic, canvas, or other waterproof covering.
g. CONTRACTOR shall park all stored and/or impounded vehicles in such a manner so as to prevent any damage to them during the movement or the parking of other vehicles.
h. In the event of loss or damage to a stored vehicle, its accessories and equipment, or personal property contained in the vehicle while said vehicle is in the custody of CONTRACTOR, CONTRACTOR and not CITY shall be solely and exclusively responsible to the registered or legal owner for any and all losses and/or damage.
i. Personal property contained in vehicles stored by CONTRACTOR shall not be disposed of to defray any charges for the towing or storage of said vehicles. In the event the owner of said vehicle fails to contact

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CONTRACTOR within thirty (30) days after the date of notice to the vehicle owner of impound or storage in accordance with the provisions of the VEHICLE CODE, the vehicle, its accessories and equipment, and personal property shall be disposed of in accordance with all State, County, and Municipal regulatory requirements.

j. CONTRACTOR shall comply with the requirement set forth in VEHICLE CODE Section 10652 regarding the reporting of stored vehicles in excess of thirty (30) days to the Department of Justice.

k. Upon the request of the vehicle owner(s) or his/her authorized representative; CONTRACTOR shall not release the vehicle and/or the owner(s) personal property without the express written consent of the POLICE DEPARTMENT.

l. Pursuant to a request by the vehicle owner(s) or his/her authorized representative for release of the vehicle and/or the owner(s) personal property and upon the express written consent of such release by the POLICE DEPARTMENT, CONTRACTOR shall release the vehicle and/or the owner(s) personal property at CONTRACTOR's primary storage facility during normal business hours which are between the hours of _____ to _____ Monday through _____, except holidays. Said release shall be conditioned upon the showing of proof of proper identification and authority by the owner or his/her designated representative. The removal of personal property items only from a stored vehicle should be released pursuant to this provision without reference to any costs or charges pending because of the tow or storage of said vehicle. Should the owner or his/her authorized representative request the release of the vehicle and/or personal property after normal business hours, there shall be an after-hours fee imposed by CONTRACTOR on the owner or his/her authorized representative in the amount of _____($_____).

m. With regard to any and all vehicles impounded and stored by CONTRACTOR as evidence of a crime or which are involved in a pending investigation, CONTRACTOR shall take all reasonable steps to safeguard and protect the vehicle and all of its contents and to take all reasonable precautions required by the POLICE DEPARTMENT to avoid damage to any evidence such as fingerprints or stains contained in or on any and all stored vehicles and their parts.

n. Vehicles taken into custody and stored by CONTRACTOR as evidence of a crime or which are involved in a pending investigation shall be locked securely and stored in a covered area separate from all other stored vehicles and which is protected against entry by unauthorized persons. CONTRACTOR shall be fully and exclusively responsible for any items missing from these stored vehicles and for the entrance of any individual not authorized by CONTRACTOR to enter into said storage area.

2. Storage Facilities:

a. Except as otherwise provided in the Scope of Work: (i) all vehicles

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impounded or taken into custody by CITY must be stored by CONTRACTOR in areas that are enclosed by substantial wire fences or walls that have gates or doors which lock; (ii) fences or wall enclosures shall be not less than six (6) feet in height and shall have not less than one (1) gate or door of adequate width and height; and (iii) the bottom edge of the enclosure structure shall not be more than two (2) inches above the parking surface of the enclosed area. All fence or wall enclosures shall be maintained in good order throughout the term of this AGREEMENT. In the event said fences or walls are damaged in any way, CONTRACTOR shall repair said fences or walls within twenty-four (24) hours from the time of the occurrence of any damage to ensure proper protection of the stored vehicles.

b. The CONTRACT ADMINISTRATOR or his designee reserves the right to implement and modify any security requirements should it become necessary in order to comply with local conditions.
c. The CONTRACT ADMINISTRATOR or his designee reserves the right to inspect CONTRACTOR's vehicle storage facility at its sole discretion and at any time without notice to CONTRACTOR to ensure that CONTRACTOR maintains its facility in compliance with the requirements set forth herein.
d. CONTRACTOR's storage facility shall comply with all zoning and other ordinance requirements of CITY.
e. CONTRACTOR shall provide a primary storage site within five (5) miles of the territorial boundaries of the CITY that shall provide enough space to maintain a capacity of one hundred (100) vehicles outside on a level and unpaved surface.

3. Storage Facility Hours of Operation:

a. CONTRACTOR's storage facility shall be open and supervised from the hours of _____ a.m. to _____ p.m., Monday through _____, except holidays, and shall have a responsible person available on an on-call basis twenty-four (24) hours per day, seven (7) days per week who is available to release vehicles or personal property to the rightful owner or the owner's representative.

G. Location and Maintenance of Premises:

1. CONTRACTOR shall maintain and provide a place of business and primary storage facility within five (5) miles of the territorial boundaries of CITY, for vehicles stored pursuant to this AGREEMENT.

2. The primary storage facility shall be located at the same location as the business address. CONTRACTOR shall provide each and every address of any vehicle storage facilities that are located separate from CONTRACTOR'S primary place of business, and the distance from the primary place of business. The primary storage facility must be located within the CITY limits

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and vehicles towed in El Monte have to be stored in El Monte.

3. All landscaped areas of CONTRACTOR's premises shall be maintained in a neat and orderly condition with the landscape in a healthy state and free of weeds and litter.

4. The unpaved storage space shall be kept free of weeds, litter, debris, and any other materials, substances, or any automotive parts unless said parts are stored as evidence for the POLICE DEPARTMENT. CONTRACTOR shall comply with all municipal laws and ordinances and avoid contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by Federal, State, and County or municipal regulations.

5. All paved surface areas of CONTRACTOR's premises shall be in good repair without broken parts, holes, potholes, or litter. Any premises used for the storage of vehicles located within the jurisdictional boundaries of CITY shall be landscaped according to CITY rules and regulations.

H. Abandoned Vehicle Abatement Program:

1. Under the terms of this AGREEMENT, CONTRACTOR will be responsible for providing the services of a driver and a tow truck for the removal of abandoned vehicles at such time they are requested by CITY.

2. CONTRACTOR shall not remove any abandoned vehicle without first being instructed to do so by an authorized representative of the POLICE DEPARTMENT.

3. Vehicles removed by CONTRACTOR pursuant to the Abandoned Vehicle Abatement Program shall be taken to a scrap yard or an auto dismantling yard and shall not thereafter be reconstructed or made operable. The payment for the salvage value for each removed abandoned vehicle shall be retained by CONTRACTOR as total and final payment for CONTRACTOR's costs and service in connection with the removal of said vehicle and CONTRACTOR shall receive no other compensation from the sale of salvaged or abandoned vehicles.

4. CITY shall indemnify, defend and hold CONTRACTOR harmless from any and all liability, claims, damages or demands arising out of and in connection with CITY's designation of vehicles to be towed pursuant to the Abandoned Vehicle Abatement Program or the willful misconduct of CITY, its officers or employees pursuant to CITY's designation of vehicles to be towed pursuant to the Abandoned Vehicle Abatement Program.

I. Delegate or Assign:

1. CONTRACTOR shall give full attention to the faithful performance of the

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terms of this AGREEMENT. CONTRACTOR shall not assign or delegate any or all of the duties and responsibilities set forth in this AGREEMENT without the express and written prior approval by the City Council.

2. CONTRACTOR shall not, either legally or equitably, assign any of the monies payable to CONTRACTOR or CONTRACTOR's claims thereto under this AGREEMENT unless CONTRACTOR obtains prior written approval from the City Council.

3. Nothing contained in this AGREEMENT shall create any contractual relationship between any subcontractor and CITY.

J. Termination / Suspension of AGREEMENT.

1. CITY may terminate this AGREEMENT and the franchise granted hereunder at any time for convenience and without cause by giving CONTRACTOR a minimum of sixty (60) days prior written notice of CITY's intent to terminate for convenience. The prior or concurrent issuance of a Default Notice by CITY or by CONTRACTOR pursuant to subsection D, below, shall not operate to prohibit or otherwise restrict CITY's ability to terminate this AGREEMENT for convenience as provided herein.

2. CONTRACTOR may terminate this AGREEMENT for convenience by giving CITY no less than ninety (90) days prior written notice of its intent to terminate this AGREEMENT for convenience. CONTRACTOR shall continue to fully and faithfully perform under this AGREEMENT pending the effective date of any termination for convenience by either CITY or CONTRACTOR.

3. Event of Default; Breach; Termination/Revocation of Franchise for Cause:

   a. In the event either Party fails to perform any duty, obligation, service or task set forth under this AGREEMENT (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this AGREEMENT), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) the date by which the Event of Default shall be cured, which date shall not be later than the period allowed by applicable cure period set forth under subsections J.3.b.i through J.3.b.4, below. The Event of Default shall constitute a breach of this AGREEMENT if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this AGREEMENT.
   b. CONTRACTOR shall cure the following types of Events of Defaults within the following time periods:

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1. Within twenty-four (24) hours of CITY's issuance of a Default Notice for any failure of CONTRACTOR to allow access to its facilities or to permit any inspection of any records, vehicles or equipment by CITY or CITY's authorized agents as provided or otherwise authorized under this AGREEMENT. CITY shall be under no obligation to entertain any request by CONTRACTOR for additional time to allow such access to its facilities or to permit any such inspections by CITY or CITY's authorized agents.
2. Within forty-eight (48) hours of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely pay any monetary sums owed to CITY at the time specified in this AGREEMENT, including but not limited to any fees, interest, penal sums, reimbursements or late charges, provided, however that if the end of the 48-hour cure period falls on a day in which the CITY is not open for business, the deadline for remitting payment shall be extended to the close of business of the next day in which the CITY is open for business. Except as otherwise provided under the preceding sentence, CITY shall be under no obligation to entertain any request by CONTRACTOR for additional time to pay any monetary sums owed to the CITY.
3. Within five (5) days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to provide CITY or CITY's employees or agents with any reports, records, work product, records or information which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under the terms of this AGREEMENT, the El Monte Municipal Code or any other applicable laws or regulations of the County of Los Angeles, the State of California or the federal government of the United States of America. Prior to the expiration of the 5-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and a showing that the Event of Default cannot be reasonably cured within the 5-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of such an Event of Default that exceeds seven (7) calendar days from the end of the initial 5-day cure period.
4. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this AGREEMENT. Prior to the expiration of the 14-day cure period prescribed under this subsection, CONTRACTOR may submit a written request for additional time to cure such other Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the cure period. The

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foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

4. In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this AGREEMENT; or the failure to timely perform or properly perform any such duty, obligation, service or task; or the failure to adhere to any performance standard or operating requirements set forth in this AGREEMENT, an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following specific varieties of defaults:

   a. The initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or other similar proceedings as relates to CONTRACTOR, whether voluntary of involuntary; or
   b. CITY's discovery that any representation of CONTRACTOR relating to CONTRACTOR's performance under this AGREEMENT or any representation made by CONTRACTOR in the proposal it submitted to secure the award of this AGREEMENT is false, misleading or erroneous in any material respect; or
   c. CITY's discovery that contractor is in violation of or is not in compliance with any local, county, State or federal law regulating towing service operations or the operation of vehicle storage facilities, including but not limited to the provisions of Article 1 of Chapter 10 of Division 11 of the VEHICLE CODE (VEHICLE CODE section 22650 et seq.) including but not limited to those operating standards, noticing requirements and service requirements set forth under VEHICLE CODE sections 22655.5(c), 22658, and 22699; or
   d. Any assignment or transfer of all or any portion of CONTRACTOR's interest in this AGREEMENT to any person or other legal entity (including but not limited to any person or other legal entity of which CONTRACTOR or CONTRACTOR's principals, shareholders or partners hold any type of ownership interest or other controlling interest) that is not first approved by the CITY in writing by action of the City Council; or
   e. The sale, conveyance, transfer, hypothecation, leasing, subleasing or licensing to any person or other legal entity of all or any portion of the real property upon which CONTRACTOR's primary or secondary storage facilities are located that has not first been approved by the CITY in writing by action of the City Council, including but not limited to any sale, conveyance, transfer, leasing, subleasing or licensing to a person or other legal entity in which CONTRACTOR or CONTRACTOR's principals, shareholders or partners holder any type of ownership interest or controlling interest in the person or other legal entity to whom the real property is to be sold, conveyed, hypothecated, leased sublet or licensed.

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CONTRACTOR shall have seven (7) days from the date of CITY's issuance of a Default Notice for any of the Events of Default enumerated under this subsection J.3.b.4, above, to submit a written declaration signed by a duly authorized owner, principal or member of CONTRACTOR under penalty of perjury under the laws of the State of California rebutting the occurrence or veracity of the CITY's findings and/or determinations as set forth in the CITY's Default Notice. The CONTRACTOR's written declaration shall also be accompanied by any and all records, documentation or other tangible evidence which CONTRACTOR may wish to provide in support of its written declaration. CITY shall have sixty (60) calendar days from the date CONTRACTOR submits its written declaration and supporting material to render a final determination on the matter. During this 60-day period, CONTRACTOR shall provide such additional records, documentation or information as CITY may request to render its final determination as to whether or not any one or more of the Events of Default under this subsection has occurred. CITY's second written determination following the submission of CONTRACTOR's written declaration and supporting material shall be final and if CITY upholds its prior determination that any one or more of the Events of Default enumerated under this subsection has occurred, CITY may immediately declare CONTRACTOR to be in breach of this AGREEMENT and pursue any and all remedies available to CITY under this AGREEMENT, including but not limited to the termination of this AGREEMENT. Similarly, if CONTRACTOR fails to timely submit any written objections to the CITY's Default Notice, such failure shall constitute a waiver of CONTRACTOR's right to object to the CITY's initial findings and determination and CITY reserves the right to immediately declare CONTRACTOR in breach of this AGREEMENT and pursue any and all remedies available to CITY under this AGREEMENT, including but not limited to the termination of this AGREEMENT.

5. CITY shall have forty-five (45) calendar days from the date CONTRACTOR issues a Default Notice to cure any Event of Default, unless the Event of Default cannot reasonably be cured within the 45-day cure period. CITY shall be granted an additional forty-five (45) calendar days to cure any Event of Default upon CITY's written request for such an extension of time and CITY's demonstration that it has commenced the cure of the Event of Default. Alternatively, CITY may at any time during the initial 45-day cure period submit a written objection to the Default Notice along with any written declarations or other evidence which rebut or otherwise disprove the assertions in the CONTRACTOR's Default Notice. In the event CITY and CONTRACTOR are unable to agree as to whether or not an Event of Default on the part of CITY has occurred or whether CITY's proposed cure will adequately cure the Event of Default, CONTRACTOR shall either waive the Event of Default in writing or issue a written notice declaring the CITY to be in breach of the AGREEMENT. CONTRACTOR shall have no authority to issue a breach notice to CITY prior to the earlier of the following: (i) the expiration of CITY's initial 45-day cure period or any additional 45-day cure

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period invoked by the CITY; or (ii) CITY's issuance of a written objection to the Default Notice. In the event CITY is in breach of this AGREEMENT, CONTRACTOR's sole remedy shall be the suspension or termination of its performance under this AGREEMENT.

6. No waiver of any Event of Default or breach under this AGREEMENT shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

7. The rights and remedies available to CITY hereunder shall be in addition to and not a limitation of any rights and remedies available to CITY at law or in equity. In addition to any other remedies available to CITY at law, in equity or under this AGREEMENT in the event of any breach of this AGREEMENT by CONTRACTOR, CITY, in its sole and absolute discretion, may also avail itself of any one or more of the following remedies:

   a. The termination of this AGREEMENT and the rights and privileges set forth herein, upon CITY's issuance of written notice specifying the effective date of such termination; and/or
   b. Specific performance of any one or more of the provisions of this AGREEMENT, declaratory relief and/or injunctive relief.

8. Concurrent with, or as an alternative to, CITY's initiation of the Default Notice process, CITY may also suspend CONTRACTOR's performance under this AGREEMENT and the rights and privileges conferred hereunder for one (1) or more days, under any of the grounds set forth under subsections C and D of this section, pending the cure of an Event of Default, the termination of this AGREEMENT for cause or convenience or pending CITY's exhaustion of any other rights or remedies available to it under this AGREEMENT, at law or inequity. Nothing in this subsection shall operate to prohibit or otherwise restrict the ability of CITY to commence proceedings to pursue the termination of this AGREEMENT either for cause or convenience during any suspension period.

9. Neither the suspension of this AGREEMENT nor the termination of this AGREEMENT for convenience or cause shall operate to relive CONTRACTOR of its obligation to comply with all applicable laws governing the towing and secure storage of vehicles in its possession, including but not limited to laws relating to the release of vehicles to persons whose vehicles are in CONTRACTOR's possession. This obligation shall survive the termination of this AGREEMENT under any circumstance and shall remain operative during any suspension period.

Template Towing Services Agreement

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K. Equipment, Materials and Services:

1. CONTRACTOR shall either possess or be able to obtain the services or use of a Class "D" tow truck at all times during the term of this AGREEMENT.

2. In no case shall any tow vehicle dispatched by CONTRACTOR be rated at less than one-ton capacity. CONTRACTOR shall dispatch tow vehicles of a sufficient rated capacity in order to handle all vehicle types and sizes referenced on the "Rate Schedule." Each vehicle shall be maintained in compliance with the provisions of Sections 24605, 25253, 27700 and 27907 of the VEHICLE CODE.

3. All equipment, materials, or services furnished under this AGREEMENT shall be in complete compliance with presently existing and enforceable Federal, State, County and local Municipal regulations, standards, laws, ordinances, and statutes in any manner affecting performance and pricing under this AGREEMENT.

4. All equipment, materials, or services furnished under this AGREEMENT shall be in good working order and must meet or exceed specification requirements and current established noise limitations for specific equipment, materials, or services being furnished under this AGREEMENT.

5. CONTRACTOR shall arrange with the POLICE DEPARTMENT for the inspection of any and all new or replaced tow vehicles prior to placing said vehicles in service.

L. Accounting, Audits and Access and Retention of Records:

1. CONTRACTOR shall maintain at its primary place of business any records of all services furnished under this AGREEMENT including any books, documents, papers, invoices, or other records setting forth the description of vehicles, nature of service, and time and location of tow and/or storage service calls. Such records may be inspected at any time during normal business hours by CITY. In the event CITY requests copies of such records, CONTRACTOR shall furnish the records to CITY within five (5) working days of such request.

2. CONTRACTOR shall also keep accurate records of all gross receipts earned as a result of the business conducted under this AGREEMENT and such records shall be provided to the CITY as part of CONTRACTOR's annual business license renewal for purposes of accurately calculating CONTRACTOR's annual business license taxes.

3. CONTRACTOR shall provide receipts issued to all customers and maintain all records relating to its operations including, but not limited to, receipt slips, cash register tapes, invoices or other pertinent information. All charges, fees,

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and receipts shall be recorded by means of cash registers which shall be equipped with devices which lock in the totals. CONTRACTOR shall read and record the totals at the beginning and end of each calendar day. Such records must be available at all times and shall be subject to inspection, review, and audit during the entire term of this AGREEMENT by the CONTRACT ADMINISTRATOR, the CITY Finance Director, or his/her representative. Such audits may be conducted at the discretion of the CONTRACT ADMINISTRATOR or the Finance Director either unannounced or by appointment without the necessity of subpoena. CONTRACTOR's failure to maintain the records required by this AGREEMENT including, but not limited to, all gross receipts immediately available for audit shall be cause for immediate termination of this entire AGREEMENT by CITY without notice.

4. "Gross receipts" is defined as all revenues received from tow and related services, storage, lien sales, salvage sales of abandoned or unclaimed vehicles, plus incidental receipts earned by CONTRACTOR as a result of business conducted under this AGREEMENT. All charges shown on invoices and other records are to be explicit in detail thereby explaining the reason for the amount specified therein.

5. At the request of the POLICE DEPARTMENT, CONTRACTOR shall furnish to the POLICE DEPARTMENT, within five (5) working days of such request, a written list of all vehicles that have been towed by the CONTRACTOR under this AGREEMENT. Such list shall indicate the police case number, the date of tow, the storage location of each vehicle if applicable, dates of storage if applicable, and the vehicle make, model, license number, vehicle identification number, and the name of the owner if determined.

6. On a monthly basis, CONTRACTOR shall provide to CITY a written summary of all vehicles stored pursuant to this AGREEMENT including, but not limited to, the police case number, the date of tow, the storage location of each vehicle, dates of storage, and the vehicle make, model, license number, vehicle identification number, and the name of the owner if determined. Each such report shall be due within _____ (__) days from the recently concluded month.

7. CONTRACTOR shall, within twenty-four (24) hours of receipt of complaints, submit to the POLICE DEPARTMENT written notification of any complaints made to CONTRACTOR regarding the performance of its tow and storage services, or concerning the rates, charges or fees, or any claims or legal actions filed, delivered, or served upon or instituted against CONTRACTOR or any of its agents, officers or employees.

8. CONTRACTOR shall maintain all records referenced herein for at least three (3) years after the final payment and all other pending matters are closed. Nothing in this requirement shall be construed to diminish, in any way, CITY's right to conduct an audit pursuant to this Section.

Template Towing Services Agreement

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M. Faithful Performance Bond:

1. CONTRACTOR shall furnish a Performance Bond substantially in the form as that attached hereto and incorporated herein by this reference as **Exhibit "D"**, in the amount no less than Fifty Thousand Dollars ($50,000).

2. CONTRACTOR shall maintain the validity and enforceability of the Performance Bond for the duration of this AGREEMENT, including any extensions should the option to extend, if any, be exercised. The Performance Bond shall be issued by a surety company licensed to conduct business in the State of California.

N. Insurance Requirements:

1. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain during the including, but not limited to, insurance required pursuant to VEHICLE CODE Section 16500.5 and the following:

   a. CONTRACTOR shall maintain worker's compensation insurance as required by the State of California and employer's liability insurance with limits of $1,000,000. In addition, CONTRACTOR shall require each subcontractor, if any, to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. If any class of employees employed by CONTRACTOR pursuant to this AGREEMENT is not protected by the California State Worker's Compensation Law, CONTRACTOR shall provide adequate insurance for the protection of such employees to the satisfaction of the CITY. This provision shall not apply if CONTRACTOR has no employees performing work under this AGREEMENT. CONTRACTOR agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the CITY, and to require any and all subcontractors and any other person or entity involved in the services required in this AGREEMENT to do the same.

   b. CONTRACTOR shall maintain commercial general liability insurance in an amount not less than two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage. CONTRACTOR shall maintain insurance on an occurrence, not claims-made basis. CONTRACTOR acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess coverage, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

   c. CONTRACTOR shall maintain automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the

Template Towing Services Agreement

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CONTRACTOR arising out or of in connection with the work to be performed under this AGREEMENT, including coverage for owned, hired and non-owned vehicles, in an amount of not less than two million dollars ($2,000,000) combined single limit for each occurrence.

d. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from CONTRACTOR's services, whether such services are performed by CONTRACTOR or by its employees, subcontractors, or sub- consultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) per claim.
e. CONTRACTOR shall maintain Garage Liability insurance coverage with limits of not less than one million, five hundred dollars ($1,500,000) for the loss or injury to or destruction of any stored vehicles as a result of fire, theft, explosion, riot and/or civil commotion or vandalism or malicious mischief.
f. CONTRACTOR shall maintain On Hook coverage with limits not less than five hundred thousand dollars ($500,000) per vehicle.

2. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

    a. Except for worker's compensation, errors and omissions, professional liability or directors and officers coverage, the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers to be named and covered as additional insured's with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations.
    b. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with it.
    c. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
    d. The insurer waives all rights of subrogation against the CITY, its elected or appointed officials, officers, employees or agents.
    e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.
    f. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

3. Any deductibles or self-insured retentions must be declared to and approved

Template Towing Services Agreement

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by the CITY. At the CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self- insured retentions.

4. CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this AGREEMENT. Current certification of insurance shall be kept on file with the CITY at all times during the term of this AGREEMENT.

5. Provided the CITY gives its written consent for any persons other than CONTRACTOR to perform any part of the services required in this AGREEMENT, CONTRACTOR agrees to require that all parties with whom CONTRACTOR enters into contracts or whom CONTRACTOR hires or retains pursuant to or in any way related to the performance of this AGREEMENT, provide the insurance coverage required herein, at minimum, and name as additional insured's the parties to this AGREEMENT. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

6. In the event this AGREEMENT is terminated for any reason prior to the completion of all obligations and requirements of this AGREEMENT, CONTRACTOR agrees to maintain all coverages required herein until the CITY provides written authorization to terminate the coverages following the CITY's review and determination that all liability posed under this AGREEMENT as to the party providing insurance has been eliminated.

7. CONTRACTOR agrees and acknowledges that if it fails to obtain all of the insurance required in this AGREEMENT in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the performance of services, to the extent such is permissible under this AGREEMENT, CONTRACTOR shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the CITY or its officers, employees, servants, volunteers, agents and independent contractors. CONTRACTOR further acknowledges understand and agrees that the failure to maintain all required insurances shall constitute an Event of Default under this AGREEMENT and CITY reserves the right to immediately suspend this AGREEMENT pending the cure and/or terminate this AGREEMENT for the failure to procure insurance is not timely cured.

O. Hold Harmless/Indemnification:

1. CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its elected officials, officers, employees, attorneys, agents and volunteers

Template Towing Services Agreement

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(collectively, the "Indemnitees"), at CONTRACTOR's sole expense, from and against any and all lawsuits or other legal proceedings, claims, causes of action, losses, liabilities, penalties, forfeitures or actions of any kind asserted against any or all of the Indemnities arising out of the performance of CONTRACTOR, its officers, employees, representatives, agents and/or subcontractors under in the performance of this AGREEMENT, excepting only such claims or actions which may arise out of sole or active negligence of the Indemnitees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by CONTRACTOR, its employees, and/or authorized sub operators, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents, and employees based upon the work performed by CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect. The indemnification requirements set forth herein are a material term of this AGREEMENT and the inability or failure of CONTRACTO's insurance carrier(s) to provide coverage for liabilities covered by the indemnification requirements of this AGREEMENT shall not serve as a basis for waiving or limiting the scope of the indemnification requirements.

2. CONTRACTOR's obligation to defend, hold harmless, and indemnify shall not be excused because of CONTRACTOR's inability to evaluate liability or because CONTRACTOR evaluates liability and determines that CONTRACTOR is not liable to the claimant. CONTRACTOR must respond within thirty (30) days to the tender of a claim for defense and indemnity by the CITY, unless this time has been extended by the CITY. If CONTRACTOR fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due to CONTRACTOR by virtue of this AGREEMENT, as shall reasonably be considered necessary by the CITY, may be retained by the CITY until final disposition has been made or the claim or suit for damages, or until CONTRACTOR accepts or rejects the tender of defense, whichever occurs first.

3. With respect to third party claims against CONTRACTOR, CONTRACTOR waives any and all rights of any type to express or implied indemnity against the Indemnities.

4. **Separate Counsel**: CITY may elect to have separate legal counsel from CONTRACTOR at any time at its sole discretion, and in such case CONTRACTOR will pay all fees, costs and charges for such separate legal counsel as such costs and charges are invoiced by CITY's separate legal counsel, not at the conclusion of any litigation or settlement.

Template Towing Services Agreement

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5. **Subcontractors**: CONTRACTOR shall require all subcontractors to enter into an Agreement containing the provisions set forth in this section in which the subcontractor fully indemnifies the CITY in accordance with this RFP and this AGREEMENT.

P. Independent Contractor:

1. It is understood and agreed that CONTRACTOR is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making CONTRACTOR, or any individual whose compensation for services is paid by CONTRACTOR, an agent or employee of CITY, or authorizing CONTRACTOR to create or assume any obligation or liability for or on behalf of CITY.

2. As an independent contractor pursuant to the terms of this AGREEMENT, CONTRACTOR shall assume all legal and financial responsibility for taxes, FICA, requirement of overtime, and all other factors relating to an independent contractor, and CONTRACTOR hereby agrees to indemnify, defend, save, and hold CITY, its agents, assignees, and employees harmless from any and all loss, costs including attorney fees, and damages of any kind relating to such matters.

Section 6: AUTHORITY OF CITY

A. Two Company Alternate Call Basis:

1. CITY shall request towing services by CONTRACTOR on a rotation/alternate basis between CONTRACTOR and one other towing company. CITY, at its sole discretion, reserves the right to place a request for towing or storage service out of rotation under any one of the following circumstances:

   a. During the period of time in which any Event of Default remains uncured;
   b. If CONTRACTOR is unable to respond to a call within the time called for under this AGREEMENT;
   c. If CONTRACTOR is unable to respond to a call with the necessary equipment required under the circumstances.

B. Retention of Documents by CITY:

1. All information, documents, plans, drawings, records, or similar materials submitted to CITY in response to the Request for Proposals or as a part of this complete AGREEMENT are and shall remain irrevocably the property of CITY.

C. Contract Performance:

1. Subject to the power and authority of CITY, as provided by law and in

Template Towing Services Agreement

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accordance with this AGREEMENT, CITY shall in all cases determine the quantity, quality, and acceptability of the services provided under this AGREEMENT. CITY shall decide any questions which may arise relative to the fulfillment of this AGREEMENT or to the obligations of the CONTRACTOR hereunder.

Section 7: **RELATIONSHIP OF PARTIES**

A. It is understood and agreed that nothing in this AGREEMENT is intended, nor should be construed in any way to create or to establish the relationship of co-partners or lessor-lessee between the parties hereto. CONTRACTOR does not receive any leasehold estate or other right of possession pursuant to this AGREEMENT.

Section 8: NON-LIABILITY OF CONTRACTOR

A. If performance of this AGREEMENT shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of CONTRACTOR, CONTRACTOR shall notify CITY in writing and within twenty-four (24) hours after the delay that said performance shall be delayed or suspended.

B. Such causes of delay or suspension of performance by CONTRACTOR beyond CONTRACTOR's control as referenced in Section 6.E.2.e herein may include, but are not limited to: acts of God; war; acts of the public enemy; acts of any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; strikes; and unusually severe weather.

C. CITY shall ascertain the facts and extent of such failure and, if CITY determines that the failure was occasioned by excusable causes, CITY will not claim that CONTRACTOR is in default and that this AGREEMENT has been breached.

Section 9: NOTICES

A. Any and all notices to be provided pursuant to this AGREEMENT shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid.

Section 10: ENTIRE AGREEMENT

A. This AGREEMENT supersedes any and all other agreements, either oral or written, between the CITY and CONTRACTOR with respect to the subject matter of this AGREEMENT.

B. This AGREEMENT contains all of the covenants and agreements between the

Template Towing Services Agreement

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parties with respect to the subject matter of this AGREEMENT, and each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this AGREEMENT.

C. No agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding.

Section 11: INTERPRETATION

A. This AGREEMENT was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that one of the parties was solely responsible for preparing the AGREEMENT or caused the AGREEMENT to be prepared.

Section 12: SEVERABILITY

A. If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this AGREEMENT and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 13: GOVERNING LAW

A. The validity of this AGREEMENT and any of its terms or provision, as well as the rights and duties of the parties under this AGREEMENT, shall be construed pursuant to and in accordance with California Law.

Section 14: VENUE

A. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this AGREEMENT and all proceedings involving any enforcement action related to this AGREEMENT shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

Section 15: ATTORNEYS FEES

A. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this AGREEMENT or as a result of any alleged breach of any provision of this AGREEMENT, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Template Towing Services Agreement

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Section 16: AUTHORITY

A. The persons executing this AGREEMENT on behalf of the parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said parties.

Section17: COUNTERPARTS

A. This AGREEMENT may be executed in several counterparts.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Template Towing Services Agreement

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IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the date first set forth above.

APPROVED:

CITY OF EL MONTE	**CONTRACTOR**
By:_____	**By:**_____
Name:_____	**Name**:_____
Date: _____	**Date:** _____

APPROVED AS TO FORM:

By:_____

Name: _____

Date: _____

Template Towing Services Agreement

EXHIBIT "A"

ATTACHMENT 1

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APPROVED SCOPE OF WORK

Template Towing Services Agreement

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EXHIBIT "B"
CHP AGREEMENT

Template Towing Services Agreement

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EXHIBIT "C"
RATE SCHEDULE

Template Towing Services Agreement

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EXHIBIT "D"
PERFORMANCE BOND

Template Towing Services Agreement

ATTACHMENT 2

CITY OF EL MONTE
CITY HALL
11333 VALLEY BOULEVARD
EL MONTE, CALIFORNIA 91731

TOW SERVICES & FACILITIES INSPECTION CHECKLIST

(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: _____

I. Minimum Requirements

1. Minimum of at least three (3) fully equipped and operational tow trucks.
___ yes ___ no
notes:
_____
_____

2. Minimum of one flatbed tow truck.
___ yes ___ no
notes:
_____
_____

3. Open business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays.
___ yes ___ no
notes:
_____
_____

4. Tow service provider established in business minimum of five (5) years.
___ yes ___ no
notes:
_____
_____

5. Tow office and storage facilities at same location.
___ yes ___ no
notes:
_____
_____

6. Tow service availability twenty-four (24) hours a day, seven (7) days a week, 365 days a year.
___ yes ___ no
notes:

7. Secure and environmentally safe vehicle storage facility with a minimum capacity of 100 vehicles dedicated to storage of vehicles from EMPD. Vehicle storage facility must have adequate lighting and security features (cameras, alarms, motion sensors).
___ yes ___ no
notes:

8. Primary vehicle storage facility must be located in the corporate city limits of the City of El Monte or within five (5) miles of the city boundaries.
___ yes ___ no
notes:
Distance:

9. Vehicle storage facility must be enclosed by a solid wall, or chain link fence or a wrought iron fence at least six (6) foot in height and well maintained having either a gate or door of appropriate height and width. The ground surface must be entirely surfaced with either concrete or asphalt material free of holes or areas that are decomposed or broken.
___ yes ___ no
notes:

11. Ability to provide storage of two (2) vehicles within an enclosed area, totally protected from the weather, contamination or handling by any unauthorized person(s).
___ yes ___ no
notes:

12. Vehicle storage facility must provide an inspection area for authorized members of the police department.
___ yes ___ no
notes:

13. Tow truck drivers to be neat, clean and have professional appearance with distinctive tow truck company attire.
___ yes ___ no
notes:

_____
_____

II. Other Requirements

1. Official Police Tow Services shall provide towing equipment capable of providing for the following services:

(a) Recovery truck(s) with an adjustable boom with a minimum lifting capacity of at least four tons. ___ yes ___ no
(b) Wheel lift towing. ___ yes ___ no
(c) Roll back/flatbed towing. ___ yes ___ no
(d) Towing in parking garages. ___ yes ___ no
(e) Towing of large and oversized vehicles. ___ yes ___ no
(f) Towing of motorcycles without causing additional damage. ___ yes ___ no

notes:

_____
_____
_____

2. *State requirements.* All tow trucks shall be equipped as provided in the California Vehicle Code. Per the attached Vehicle Code sections.
notes:

_____
_____
_____

Deficiencies:

_____
_____
_____

3. Official Police Tow Service shall maintain a telephonic point of contact capable of receiving city requests for towing services 24 hours a day. ___ yes ___ no
notes:

_____
_____

4. Each Official Police Tow Service shall maintain a 24 hour a day communication contact with their tow vehicle(s).
___ yes ___ no
notes:

_____
_____

5. Each Official Police Tow Service shall maintain a 24 hour per day telephone service to receive calls from the public.
___ yes ___ no
notes:
_____
_____

6. The vehicle storage facility must accept payment by access card and display all signage as required by the Vehicle Code with regards to Tow Yard operations, including current towing rates as authorized by CHP.
___ yes ___ no
notes:
_____
_____

III. Additional Services/Equipment Available to the City of El Monte (equipment or services offered by the Tow Agency at the time of the service/may be supported with photographs)

Service/Equipment:_____
notes:
_____
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Service/Equipment:_____
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Service/Equipment:_____
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Investigator's Notes: (Typed on additional page or hand written below)

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Inspection Completed by:

_____ Date/Time_____

ATTACHMENT 3

CITY OF EL MONTE
CITY HALL
11333 VALLEY BOULEVARD
EL MONTE, CALIFORNIA 91731

INSURANCE REQUIREMENTS CHECKLIST

(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: _____

Minimum Insurance Requirements. As of the date of proposal submission, proposers must demonstrate insurance coverage amounts which meet or exceed the insurance coverage requirements specified in Section K of Article II of the RFP and Section 5.N. of the sample agreement attached as Attachment 1 of this RFP. City reserves the right to reject any proposal which does not demonstrate that the proposer meets the minimum insurance requirements of the RFP.

I. Workers' Compensation Insurance – minimum requirements met?

___ yes ___ no
notes:
_____
_____

II. Garage Liability Insurance – minimum requirements met?

___ yes ___ no
notes:
_____
_____

III. Automobile Liability Insurance

___ yes ___ no
notes:
_____
_____

IV. Professional Errors and Omissions Liability Insurance

___ yes ___ no
notes:
_____
_____

V. Garage keepers Liability Coverage – minimum requirements met?

___ yes ___ no

notes:

_____
_____

VI. On Hook Physical Damage Liability Insurance – minimum requirements met?

___ yes ___ no
notes:

_____
_____

VII. Acceptability of Insurers - Insurers have A.M. Best's rating of no less than A:VII

___ yes ___ no
notes:

_____
_____

Reviewer's Notes: (Typed on additional page or hand written below)

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Review Completed by:

_____ _____ Date/Time_____ _____

ATTACHMENT 4

CITY OF EL MONTE
CITY HALL
11333 VALLEY BOULEVARD
EL MONTE, CALIFORNIA 91731

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

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

CIVIL LITIGATION CERTIFICATION

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

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

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

In submitting a Proposal to the City of El Monte for Police Towing and Storage Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

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

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

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

ATTACHMENT 4

CIVIL LITIGATION HISTORY INFORMATION

(1A) Name of Case: _____

_____

Court case identification number: _____

(1B) Jurisdiction in which case was filed: _____

_____

(1C) Outcome of the case: _____

_____

_____

_____

(2A) Name of Case: _____

_____

Court case identification number: _____

(2B) Jurisdiction in which case was filed: _____

(2C) Outcome of the case: _____

DECLARATION

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

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

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

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

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

END OF DOCUMENT

ATTACHMENT 5

CITY OF EL MONTE
CITY HALL
11333 VALLEY BOULEVARD
EL MONTE, CALIFORNIA 91731

CRIMINAL CONVICTIONS CERTIFICATION

(TOWING AND VEHICLE STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the five (5) years preceding the date this Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Proposer submitting this Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the City should be aware.

CRIMINAL CONVICTIONS CERTIFICATION

If the Bidder/Proposer has no criminal convictions to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Proposal)

_____
(Proposer name as shown on Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.
I declare under penalty of perjury that the foregoing is true and correct.

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

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

ATTACHMENT 5

CRIMINAL CONVICTIONS INFORMATION

(1) Date of conviction: _____

(2) Name of case: _____

Court case identification number: _____

(3) Identity of the law violated: _____

_____

(4) Identity of the prosecuting agency: _____

_____

(5) Contract or project involved: _____

_____

(6) Punishment imposed: _____

_____

_____

(7) Exculpatory information:

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

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

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

ATTACHMENT 6

CITY OF EL MONTE
CITY HALL
11333 VALLEY BOULEVARD
EL MONTE, CALIFORNIA 91731

COMMUNICATIONS WITH CITY COUNCIL, ADVISORY COMMITTEE AND CITY STAFF DISCLOSURE OF CONTACTS WITH COUNCILMEMBERS (TOWING AND VEHICLE STORAGE SERVICES RFP)

1. Following the deadline for submission of proposals and continuing until the City Council awards the last contract, if any: (i) El Monte City Council members, members of the City's executive management team and members of the Advisory Committee will not hold any discussions or any meetings, conferences or other like gatherings with any Proposer, except as this RFP allows or otherwise contemplates; and (ii) a Proposer must not communicate, in any manner, with the individuals identified in romanette, above, except as contemplated under the terms of the RFP. Proposers may write to the City Council as a whole after Advisory Committee recommendations are made public by the Advisory Committee in anticipation of a public meeting.

2. From the date the RFP is issued 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 under romanette (i) of paragraph 1, above, for the purpose of, or which has the effect of:
    - Securing or establishing an advantage over other Proposers;
    - Securing or recommending the selection of the Proposer's Proposal; or
    - Securing or recommending the Contract's award to the Proposer.
    - Violations of Paragraphs 1 or Paragraph 2 or both, will constitute grounds for rejection.

3. Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** During the one-year period immediately preceding the date of the deadline for submitting proposals, list the date of all meetings or other communications the following persons have had with any one or more members of the El Monte City Council or any City employee regarding the provision of towing services the City of El Monte: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Please also identify the name(s) of the City Council members or City employees with whom such persons have met with or communicated with regarding the provision of towing services to the City of El Monte.

ATTACHMENT 6

CERTIFICATION REGARDING MEETINGS OR COMMUNICATIONS WITH CITY OFFICIALS OR EMPLOYEES

If the Proposer has had not had any meetings or other communications with the persons mentioned above regarding the provision of towing services to the City of El Monte with the one-year period immediately preceding the submission of this Proposal, complete the following:

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

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

In submitting a Proposal to the City of El Monte for Police Towing and Storage Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has met with or communicated with any member of the El Monte City Council or any City employee regarding the provision of the towing and secured vehicle storage services for the City of El Monte during the one-year period immediately preceding the submission of this Proposal to the City of El Monte.

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

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

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

ATTACHMENT 6

HISTORY OF MEETINGS OR COMMUNICATIONS WITH EL MONTE CITY COUNCIL MEMBERS AND/OR CITY EMPLOYEES REGARDING THE PROVISION OF TOWING AND SERCURED STORAGE SERVICES TO THE CITY OF EL MONTE DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE SUBMISSION OF THIS PROPOSAL

List the date of all such meetings or communications, the City Council member or City employee with whom you met with (attach extra pages if necessary)

_____

_____

_____

_____

_____

DECLARATION

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

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

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

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

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

END OF DOCUMENT

ATTACHMENT 7

CITY OF EL MONTE
CITY HALL
11333 VALLEY BOULEVARD
EL MONTE, CALIFORNIA 91731

FALSE CLAIMS/
FALSE CLAIMS ACT CERTIFICATION

(TOWING AND VEHICLE STORAGE SERVICES RFP)

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

FALSE CLAIMS ACT CERTIFICATION

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

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

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

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

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

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

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

ATTACHMENT 7

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: _____

_____

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

_____

(3) Government Contract or project involved: _____

_____

(4) Government agency involved: _____

(5) Amount of fine imposed: _____

_____

(6) Exculpatory Information: _____

_____

_____

_____

DECLARATION

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

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

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

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

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

END OF DOCUMENT

ATTACHMENT 8

CITY OF EL MONTE
11333 VALLEY BOULEVARD
EL MONTE, CA 91731

NON-COLLUSION & ANTI-CONFLICT OF INTEREST AFFIDAVIT

(TOWING AND VEHICLE STORAGE SERVICES RFP)

State of California)
) SS:
County of Los Angeles)

_____being first duly sworn, deposes and says that he or she is
(print name of person)

_____ of_____, the party
(print title of person) (print name of firm)

submitting a proposal for the award of a Towing and Vehicle Storage Services franchise for the City of El Monte, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City of El Monte in the form of franchise fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the franchise agreement to anyone interested in being awarded a towing and vehicle storage services franchise; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal. By his or her signature below, the undersigned on behalf of himself/herself and on behalf of the Proposer firm, hereby represents that neither the undersigned nor any owner, principal, officer, employee or agent of the Proposer firm or any parent company or subsidiary of the Proposer firm is an elected or appointed official, officer, employee or agent of the City of El Monte or the Advisory Committee. The undersigned on behalf of himself/herself and the Proposer firm also represents that no elected or appointed official, officer, employee or agent of the City of El Monte and/or the Advisory Committee has a financial interest in the award of any towing and secured storage contract by the City of El Monte pursuant to this request for proposals, including but not limited to any such financial interest that would constitute a violation of Government Code Section 1090, the Political Reform Act (Govt. Code Section 81000 et seq and its related regulations promulgated by the California Fair Political Practices Commission or any other applicable conflict of interest laws. The undersigned on behalf of himself/herself and the Proposer firm also represents that they have undertaken reasonable due diligence to investigate the existence of any conflicts of interest prior to the submission of the Proposer's proposal to the City of El Monte and represents that no conflicts of interest in violation of applicable law exist as between the Proposer firm, its officials, officers, employees and agents and any elected or appointed official, officer, employee or agent of the City of El Monte.

ATTACHMENT 8

The undersigned on behalf of himself/herself and the Proposer firm, declares the forgoing to be true and correct under penalty of perjury under the laws of the State of California.

_____

(Signature of Proposer)

_____

(Print Name)

_____

(Title)

_____

(Date)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

ATTACHMENT 8

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2021.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL OF NOTARY)

_____

(Signature of Notary)

_____

(Printed Name of Notary)

END OF DOCUMENT

ATTACHMENT 9

PERFORMANCE BOND

We, _____, as Principal, and _____ as Surety, Jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of El Monte ("City") for payment of the penal sum of _____ ($_____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, primarily for services related to towing and storing vehicles within the jurisdictional boundaries of the City. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City and its officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain if full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed there under, or any matters unknown to Surety which may affect Surety's risk shall in any way affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if they City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees and costs incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, 2021

ATTACHMENT 9

Seal of Corporation

By_____
Authorized Representative of Principal
Title_____

By_____
Authorized Representative of Principal
Title_____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
Of process in California:

_____
Name

_____
Street Number

_____
City and State

_____
Telephone Number

_____
Surety Company

_____
Street Number

_____
City and State

_____
Telephone Number

By_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

_____
Company Agent

_____
Street Number

_____
City and State

_____
Telephone

APPROVED AS TO FORM:

_____
General Counsel

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service in process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the applicable provisions of the agreement.

(NOTICE: No substitution or revision of the language used in this form shall be accepted.)

2021 — 2022

TOW SERVICE AGREEMENT

JULY 2021

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW SERVICE AGREEMENT
CHP 234 (07-2021) OPI 061

This Tow Service Agreement (TSA) contains terms and conditions that a company agrees to comply with in order to receive and maintain a rotation tow listing with the California Highway Patrol (CHP). Participation in the CHP Rotation Tow Program is voluntary and is not intended to be a main source of income. An operator, by agreeing to participate in the program, does not establish a contractual relationship with the CHP and is not acting as an agent for the CHP or the State of California when performing services under the TSA. Exceptions to compliance with the TSA shall not be authorized by verbal agreement. Any exceptions shall be documented as a written addendum by the Area commander, with justification, and shall have the Division Chief's approval.

1. TOW DISTRICTS

A. The CHP Area commander shall establish tow districts for each class of tow truck to facilitate the distribution of calls and meet the needs of the CHP with regard to response time and availability of tow services.

B. Within each tow district, the Area commander shall determine the maximum response time, reasonable rates, minimum number of trucks, and any applicable addendum annually.

1) The Area commander may require more than one tow truck in each class in tow districts where rapid response for congestion relief is required.

2) Addendums shall be approved by Division prior to implementation and a copy forwarded to Research and Planning Section as well as the individual operator.

3) Addendums with major cost incurring changes shall contain a fair and equitable projected date for compliance.

C. An operator shall have a business office and storage yard located within the district they serve, unless this requirement is waived by an addendum, with justification, from the Area commander in order to meet specific Area needs.

D. An operator with a business and storage yard in one CHP Area shall provide service in only that Area command. If also applying for an adjacent Area, without having the required business and storage yard, the need must exist, and be approved by an addendum from both adjacent Area commanders with the Division commander's concurrence.

E. A secondary storage yard does not qualify an operator for an additional tow district.

F. Within each tow district, the CHP shall maintain separate rotation tow lists for each class of tow truck to ensure an equitable distribution of calls.

2. ROTATION LISTS

A. A call to an operator shall constitute one turn on the list, and the operator shall be moved to the bottom of the list.

1) This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time.

B. If it is determined the operator is not needed and is canceled by the CHP, up to and including arrival on scene and standby time which does not result in a tow, there shall be no charges and the operator shall be placed back at the top of the list.

C. If the operator responds to a CHP call and is canceled by the vehicle's registered owner or agent, prior to the operator taking possession of the vehicle, there shall be no charge and the operator shall be placed back at the top of the list.

1) Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun (Section 3068.1[a] of the Civil Code [CC] and Section 22851[a][1] of the California Vehicle Code [CVC]).

2) Whenever a vehicle owner returns to a vehicle that is in possession of a towing company prior to the removal of the vehicle, the owner may regain possession of the vehicle from the towing company if the owner pays the tow company the towing charges incurred at the time service is concluded (Section 22851[a][2] CVC).

NOTE: Simply attaching a cable to or blocking a vehicle does not constitute recovery or load salvage operations.

D. Nothing in the TSA shall prohibit an Area commander, supervisor, or scene manager, from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently at the top of the rotation tow list.

1) In such an instance, the selected company would then go to the bottom of the list and those tow companies which were by-passed, would remain in the same list order.

E. Nothing shall prohibit a Class B, C, or D operator from maintaining a position on a lighter class rotation list, provided the tow truck meets the equipment specifications for that class of operation.

1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class tow truck.

F. A Salvage and Recovery Rotation Tow List shall be established for each Area office when there are tow operators who meet the Salvage and Recovery Rotation Tow List qualifications established in Item G.

1) The Salvage and Recovery Tow List may be for each tow district or for the entire Area.

2) This list shall be utilized whenever a large commercial vehicle is overturned and/or down an embankment, or a total burn, regardless of the officer's request.

3) This list **shall not** be utilized for a large commercial vehicle which is upright and on all wheels.

4) If an operator receives a call for Salvage/Recovery in error due to incorrect information (i.e., vehicle type, weight, type of equipment), the operator shall immediately pass the call and be placed back on top of the rotation list if no recovery attempts are started.

a) In the event the operator attempts to start recovery on a Salvage/Recovery call they knowingly should have turned down, they shall be placed on the bottom of the list, no billing charges shall occur, and may be subject to further disciplinary action.

5) Salvage and recovery operations shall be handled in a professional manner.

6) Salvage and recovery operations exceeding two hours from time of arrival on scene shall be justified.

7) If an operator is dismissed from the scene due to obvious incompetency, the operator shall be placed at the bottom of the list, no billing charges shall occur, and may be subject to further disciplinary action.

G. Those operators on the Salvage and Recovery Rotation Tow List shall respond with the following:

1) At least one (1) driver shall have five (5) verifiable years of for-hire salvage and recovery experience.

a) The five (5) verifiable years of for-hire salvage and recovery experience shall be determined by the CHP.

b) The driver with five (5) verifiable years of for-hire salvage and recovery experience shall not be shared between tow operators. If two operators combine for salvage and recovery response, both drivers shall have five (5) verifiable years of experience.

2) In order to qualify for the Salvage and Recovery Rotation Tow List, an operator shall possess two (2) tow trucks of the appropriate class. One (1) shall be a Class D tow truck and one (1) Class C tow truck.

a) Depending on an Area's needs and a tow operator's equipment availability, the Area commander may allow an operator to respond with one of the following to meet the two (2) tow truck response criteria:

1) Two (2) Class C tow trucks.

2) One (1) Class C tow truck and one (1) Class B tow truck only in remote Areas in the state where traffic congestion is not an issue.

3) If the Area does not have sufficient operators who meet the two-truck requirement, they may allow two operators from within the same Area to combine, with Area approval, in order to meet the needs of the Area through an approved addendum.

NOTE: A Quick Swap unit does not qualify for the Salvage and Recovery Tow List.

3. TOW OPERATORS

A. Operators applying for the rotation tow program shall have a minimum of three (3) verifiable years of for-hire towing experience, as an owner or principal, prior to the final filing date of an open enrollment period in order to qualify for a rotation tow listing.

1) The three (3) verifiable years of for-hire experience shall be determined by the CHP.

B. Operators and owners who do not meet the three (3) verifiable years of for-hire towing experience, may be considered if a full-time manager is employed who possesses three (3) verifiable years of for-hire tow experience, as an owner, principal, or full-time manager.

1) The three (3) verifiable years of for-hire experience, as an owner, principal, or full-time manager shall be determined by the CHP.

C. Management experience shall be determined and qualified by the CHP as follows:

1) The designation of "manager" implies general power and permits reasonable inferences that the employee so designated is vested with the general conduct and control of their employer's business.

2) An individual who has charge and control of a business and is vested with a certain amount of discretion and independent judgment.

D. If the manager ceases to be employed by the company, the TSA shall be immediately suspended until a new manager is approved by the CHP.

E. Operators and owners applying for an additional identified business/terminal(s) located in a different CHP Area(s), shall utilize a full-time manager pursuant to Items B and C (above) in each Area. A manager shall not be shared between Areas.

F. New operators, managers, and tow truck drivers, involved with the CHP Rotation Tow Program, shall be fingerprinted via Live Scan for the purpose of conducting criminal history inquiries.

1) New operators, managers, and tow truck drivers shall submit to the Area a CHP 234F, Tow Operator/Driver Information, pay the appropriate Live Scan Fees and obtain a BCIA 8016, Request for Live Scan, form if the Live Scan is performed at a location other than the Area office. No Live Scans shall be performed prior to this action.

2) Any operator, manager, or tow truck driver who separates from the rotation tow program, in excess of one year, shall be fingerprinted for the purpose of conducting a criminal history regardless of prior criminal history clearances upon reapplication (e.g., CHP Evidence Tow Contract, Freeway Service Patrol).

3) The CHP will receive subsequent arrest/conviction notifications for all operators, managers, and tow truck drivers.

4) An operator shall notify the CHP of any arrest and/or conviction of a tow truck driver, manager, or the operator, prior to the beginning of the next work shift.

a) Failure to make notification should be cause for disciplinary action.

5) The Area tow officer shall be notified immediately by an operator upon a manager's or tow truck driver's separation from the rotation tow program.

G. Operators shall have all tow truck drivers involved with CHP rotation tow operations participate in a controlled substance and alcohol testing (CSAT) program.

1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.

2) Drivers not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program consistent with the requirements as outlined in Item G.1 (above) which shall not be a self-administered program.

3) The operator shall ensure selection pools for commercial and noncommercial licensed drivers are maintained separately.

4) A driver possessing a noncommercial driver license who returns with a positive test result, which includes medicinal or recreational use of marijuana, shall meet the same reinstatement requirements as a driver required to possess a commercial driver license.

5) The operator shall provide a current list of all drivers and proof of enrollment in the CSAT program to the Area office during the open enrollment period.

6) Upon the addition of a new driver, an operator shall be granted a maximum of 30 days to enroll the driver in a CSAT (or consistent) program and provide proof to the Area office.

H. The operator shall provide a current list of all drivers and proof of enrollment in a CSAT and/or program consistent with the requirements as outlined in Item G.1 (above), to the Area office during the open enrollment period.

I. The operator, manager, and all tow truck drivers shall be enrolled in the Employer Pull Notice (EPN) program.

1) The operator shall provide a current list of all managers and drivers, and a copy of the current EPN report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN program, to the Area office during open enrollment.

a) The operator's signed and dated EPN report shall be kept on file in the Area office.

2) Upon the addition of new managers or drivers, an operator shall be granted a maximum of 30 days to enroll drivers in the EPN.

J. The operator shall maintain a current list of drivers and provide a current list of drivers to the Area every six (6) months.

1) When a driver is no longer employed by the operator, the operator shall immediately notify the Area.

K. Operators shall have a Carrier Identification number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to the Area office during the open enrollment period.

1) The expiration of an operator's MCP and/or suspension of the MCP, pursuant to Section 34623 CVC, shall result in the immediate suspension of the tow operator, as well as additional disciplinary action which may be imposed by the Area commander.

L. Operators shall have a sufficient number of drivers in order to comply with hours-of-service. All drivers shall comply with intrastate and/or interstate hours of service pursuant to Title 13, Sections 1212 and 1212.5 of the California Code of Regulations (CCR).

1) Operators shall ensure their drivers' record of duty status complies with Title 13, Section 1213 CCR.

4. TOW OPERATOR'S BUSINESS

A. An operator's place of business shall have a sign which clearly identifies it to the public as a tow service.

1) The sign shall have letters which are clearly visible to the public from the street and shall be visible at night.

B. Business hours shall be posted in plain view to the public.

C. An operator's place of business shall have posted in plain view to the public the "Towing and Storage Fees and Access Notice" and copies of the notice readily available to the public pursuant to Section 22651.07(a)(1)(A) CVC.

1) The "Towing and Storage Fees and Access Notice" shall be a standardized document plainly printed in no less than 10-point type and shall contain the required language pursuant to Section 22651.07(e) CVC.

D. An operator's place of business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours.

1) Normal business hours shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

NOTE: When the Area office is closed in observance of a holiday, the tow operator may also be closed.

E. An operator's place of business shall be open during normal business hours pursuant to Section 22651.07 (d) CVC except for the recognized holidays outlined on D.1. above.

F. The operator shall maintain records of all tow services furnished at the operator's primary business office. (Note: printable electronic records are acceptable.)

1) Invoices shall contain the required itemized information pursuant to Section 22651.07(e) CVC.

2) Itemized invoices shall contain a distinct notice upon the invoice stating "Upon request, you are entitled to receive a copy of the Towing and Storage Fees and Access Notice." This notice shall be contained within a bordered text box, printed in no less than 10-point type pursuant to Section 22651.07(a)(1)(B)(3) CVC.

G. The operator's primary business office shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, driver's record of duty status (intrastate and/or interstate), Federal Communication Commission licensing (if applicable), and non-CHP tows.

H. The CHP may inspect **all** operator records relating to compliance with the TSA and Section 2424 CVC without notice during normal business hours.

I. Operators shall permit the CHP to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.

1) The CHP shall provide a receipt for any record removed from the place of business.

J. An operator shall maintain business records for a period of two (2) years (effective July 1, 2012), plus the current term of this TSA, and shall make them available for inspection.

1) Failure of the operator to comply with the aforementioned inspection requirements shall be cause for disciplinary action.

5. FINANCIAL INTEREST

A. No operator or applicant shall be directly involved in the towing-related business of any other operator or applicant within the same rotation tow district.

B. No operator or applicant shall share equipment with any other Area involved with the CHP rotation tow list.

1) Cross utilization within an Area may only occur when justified and the operator maintains the required number of trucks to participate in the Area's Rotation Tow Program. Any violations **shall** result in disciplinary action.

C. The sale or transfer of the controlling interest in a company shall immediately terminate the TSA.

1) A new owner may apply for the rotation tow program at any time during the remainder of the current TSA term, regardless of the Area's open enrollment period.

6. RESPONSE TO CALLS

A. The operator shall respond to calls 24 hours a day, seven (7) days a week, within the maximum response time limits established by the Area commander.

B. An operator or tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle, perform vehicle recovery (e.g., rollover, down embankment), provide service (e.g., fuel, flat tire change), and be in possession of the appropriate class of driver license, applicable endorsements, and permits.

1) Any applicable permits (e.g., load variance, oversize) shall be valid and maintained in the tow truck.

C. The operator shall advise CHP dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time.

1) If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify the appropriate CHP communications center.

D. A failure or refusal to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements, without justification, shall result in disciplinary action. (This includes refusing to respond for junk vehicle calls. Justification for failure or refusal to respond to calls shall be determined by the CHP.)

E. If service, other than towing, recovery, and load salvage, is canceled by the vehicle's registered owner or agent, no lien shall arise for the service unless the operator has presented a written statement to the vehicle's registered owner or agent for the signed authorization of services to be performed pursuant to Section 3068(a) CC.

1) The operator shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed, or initiated and subsequently canceled.

F. Nothing shall prohibit a Class B, C, or D tow truck from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.

1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class tow truck.

G. One tow company per vehicle shall be dispatched to a multi-car incident unless the Area commander has established local policy which allows an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call.

H. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the CHP incident commander.

I. When an operator will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, the operator shall notify the Area command at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.

J. Only tow truck personnel and equipment requested shall respond to a CHP call (e.g., tow truck driver bringing significant others, family members, friends, or pets, is not allowed).

1) Exceptions would be transporting required personnel to a major incident, or responding a tow truck driver trainee with an approved rotation tow truck driver and only if a CHP 234F, Tow Operator/Driver Information, has already been submitted for the trainee to the Area office.

K. An operator/tow truck driver shall not respond to a CHP call assigned to another operator or reassign a call to another tow operator, unless requested to do so by the CHP.

1) Nothing would preclude the assigned operator/tow truck driver from responding to an incident to ascertain if additional assistance or equipment is required.

L. There shall be no additional charge for any personnel or equipment which is not necessary to perform the required service. Any additional personnel or equipment shall be approved by CHP on scene.

M. There may be times when the operator/tow truck driver assigned the initial call, may require assistance from an additional operator/tow truck driver.

1) The assigned operator/tow truck driver may, with concurrence of the scene manager, request a specific operator/tow truck driver for additional assistance.

2) The operator/tow truck driver's approved request shall be routed through the CHP on scene incident commander.

N. There may be times when an operator/tow truck driver, who was not called to the scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the on-scene officer requests assistance in clearing the roadway.

1) In such a case, the operator/tow truck driver may be requested by the officer to move the vehicle to a safe location and leave it.

2) There shall be no charge for this assistance, and the assistance provided shall not change the operator's place in the rotation.

a) Violations of Section 22513 CVC shall result in disciplinary action.

3) If the operator/tow truck driver is requested to provide service at the scene resulting in a tow, that company will be moved to the bottom of the list.

7. STORAGE YARD

A. The operator shall be responsible for the safekeeping and prevention of vandalism of all vehicles and contents which are stored/impounded by the CHP.

1) At a minimum, a permanent securely fenced or an enclosed storage area of an adequate size shall be provided for the proper storage of vehicles.

B. The primary storage yard shall be at the same location as the business address.

1) Stored/impounded vehicles shall be at the primary storage yard.

2) This requirement may only be waived by a written addendum from the Area commander with justification.

C. A secondary storage yard shall be located reasonably close to the main business office.

1) There shall be no charge to the vehicle's owner/agent for towing a vehicle from a secondary storage yard to the primary storage yard.

D. Tow operators shall maintain sufficient storage spaces.

1) A secondary storage yard shall only be utilized if the primary storage yard is full and only with prior CHP approval.

a) This requirement may be only waived by a written addendum from the Area commander with justification.

E. A storage yard owned by an operator and shared with another operator shall only be approved if the operator/owner charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

F. A storage yard shared by operators, or any other business establishment(s), regardless if owned by the operator or not, shall be physically separated and secured from each other, including business records related to the tow company.

G. Prior to the utilization of a new storage yard, which was not listed on the CHP 234A, Rotation Tow Listing Application, the storage yard shall be inspected, and the operator shall obtain the Area commander's approval.

H. An operator's employee shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.

I. The operator or their employee shall release personal property from a vehicle which has been stored/impounded by the CHP at the request of the vehicle's registered owner or agent pursuant to Sections 22851(b) and 22651.07 CVC.

1) California Highway Patrol approval shall be obtained prior to the release of personal property from a vehicle that has been impounded for evidence or investigation.

2) A receipt shall be provided for the removed personal property, with a copy placed inside the stored/impounded vehicle.

a) This procedure shall also apply to the removal of property by the tow operator and/or their employee to a secured area within the business.

J. Personal property and/or the vehicle shall be released at the primary storage yard.

1) Personal property or a vehicle release from a secondary storage yard shall only be granted if it's acceptable to the vehicle's registered owner or agent.

a) Personal property is considered to be items which are not affixed to the vehicle. Personal property includes: papers, cellular phones, pull-out radios, clothes, luggage, tools, etc.

K. No fee shall be charged for the release of a vehicle or personal property during normal business hours pursuant to Sections 22851(b) and 22651.07(c)(1) CVC.

1) The maximum charge for a non-business hours release shall be one-half the hourly tow rate charged for the vehicle towed, or less, for initially towing the vehicle pursuant to Section 22851(b) CVC.

2) No lien shall attach to any personal property in or on the vehicle pursuant to Section 22851(b) CVC.

3) Loads for hire (i.e., cargo) are not considered personal property pursuant to Section 3051.5 CC.

L. The operator shall keep a written record of every vehicle stored/impounded for a period longer than 12 hours pursuant to Section 10650(a) CVC.

1) The record shall contain the name and address of the person storing or requesting the tow, the names of the owner and driver of the vehicle (if ascertainable), and a brief vehicle description (make, model, license plate number, and any vehicle damage) pursuant to Section 10650(b) CVC.

M. The operator shall allow insurance companies to inspect vehicles at their storage yard at no charge and allow 45 consecutive minutes for inspection as necessary pursuant to Section 22651.07 (3)(B) CVC.

8. TOW TRUCK DRIVERS

A. The operator shall ensure tow truck drivers responding to calls initiated by the CHP are competent and have completed a Tow Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program.

1) The TSAAC approved tow truck driver training course list is contained in Attachment A of this TSA.

a) Acceptable hands-on tow truck driver training programs shall be approved by the TSAAC. (Online testing/certification will not be accepted.)

2) All drivers shall provide documentation that they have completed Traffic Incident Management training in accordance with the Federal Highway Administration.

3) Documentation of completion of an approved tow truck driver training program within the past five (5) years shall be submitted along with the CHP 234F. Certificates with a three-year expiration date will be accepted five (5) years from the date of issuance.

a) A CHP 234F shall include all convictions of felonies and misdemeanors.

b) Tow truck driver training documentation shall be for the appropriate class of tow truck (e.g., a Class D driver shall have heavy duty tow truck driver's training documentation).

NOTE: A certificate for a higher level of training will be acceptable for all lower levels of tow trucks.

c) All operators, managers, and drivers shall be provided with written notification regarding the reason(s) for denial of an operator, manager, or driver's CHP 234F within 30 days.

1) If denial is based on fingerprint results, a copy of the results shall be provided to the denied applicant.

d) A failure to disclose any felony and/or misdemeanor convictions shall be cause for denial of a CHP 234F and is a misdemeanor pursuant to Sections 20 and 31 CVC.

B. Completion and/or documentation of a tow truck driver's training does not indicate a sufficient level of competence.

C. Tow truck drivers shall perform all towing and recovery operations in the safest and most expedient manner possible.

D. Tow truck drivers shall be at least 18 years of age and shall possess the proper class of license and endorsements for the towed and towing vehicle.

E. Uniforms: CHP rotation tow truck drivers shall wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and the driver's name while engaged in CHP rotation tow operations.

F. Personal Appearance: CHP rotation tow truck drivers shall represent a professional image. An unacceptable representation would include: unbathed, excessively dirty/torn uniform, inappropriate visible body art, visible body piercing, etc.

G. Safety Garments: CHP rotation tow truck drivers **shall** wear appropriate warning garments (e.g., vests, jackets, shirts, retroreflective clothing) during daylight and hours of darkness in accordance with Code of Title 8, Section 1598 CCR. If the tow truck driver is working on a Federal-aid highway, the operator **shall** comply with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter 1, Federal Highway Administration, Department of Transportation, Part 634, Worker Visibility, which requires high-visibility personal protective safety clothing to be worn that meets the Performance Class 3 requirements of the ANSI/ISEA 107-2004.

9. TOW TRUCK CLASSIFICATIONS

A. An operator shall equip and maintain tow trucks covered under the TSA in accordance with the provisions set forth in the CVC, Title 13 of the CCR, the specifications contained in this TSA, and in a manner consistent with industry standards and practices.

B. All recovery vehicles (wreckers) shall have an extendable/retractable recovery boom meeting the specifications contained in this TSA and the most recent electronic version of the CHP 234B, Tow Truck Inspection Guide.

1) Class D tow trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.

2) An operator who has a car carrier is exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit and **shall not be used for recovery.**

3) An auto-loader without an extendable/retractable boom is an additional unit and **shall not be used for recovery.**

a) For purposes of the TSA, recovery is defined as a vehicle which is overturned, down an embankment, or otherwise not upright on its wheels.

C. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck should be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing.

There are four (4) classes of tow trucks covered under this TSA.

1) **Class A - Light Duty**

a) An operator should maintain a minimum of one tow truck which has a manufacturer's GVWR of at least 14,000 pounds.

1) After June 30, 2006, Class A 4-wheel drive tow trucks with a GVWR of less than 14,000 pounds may be listed as special equipment on the CHP 234A. These tow trucks shall be used only for recoveries requiring the use of 4-wheel drive.

2) **Class B - Medium Duty**

b) An operator should maintain a minimum of one tow truck with a GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle.

3) **Class C - Heavy Duty**

a) An operator should maintain at least one three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

4) **Class D - Super Heavy Duty**

a) An operator should maintain at least one three-axle tow truck with a GVWR of at least 54,000 pounds. The truck shall be equipped

with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

1) If this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle.

NOTE: For purposes of the TSA, a "low-boy trailer" is considered special equipment.

10. GENERAL EQUIPMENT SPECIFICATIONS

A. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR and the classification system used by the American Trucking Association and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.

B. Identification Labels: Each piece of towing equipment shall have a manufacturer's label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

C. Recovery Equipment Rating: The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

1) The structural design of the recovery equipment must have a higher load capacity than the performance ratings.

2) Winches shall conform to, or exceed, the specifications set forth by the Recovery Equipment Rating, Society of Automotive Engineers (SAE) Handbook, SAE J706.

3) All ratings for wire rope and chain assemblies are for the undamaged assembly condition. All wire rope and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer.

D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

11. INSPECTIONS

A. The CHP shall provide one (1) annual inspection of all tow trucks utilized on CHP rotation calls, at no charge to the operator, in order to qualify for participation in the term of the TSA.

1) The CHP may conduct additional inspections without notice during normal business hours.

B. The operator shall not dispatch any tow truck which has not been inspected and approved by the CHP.

1) The CHP shall inspect all newly acquired tow trucks within thirty (30) days of a request from an operator prior to use in the Rotation Tow Program.

C. The annual inspection shall consist of the following:

1) A Level One inspection (CHP 407F, Safetynet Driver/Vehicle Inspection Report) conducted by a commercial enforcement officer or Area tow officer with the assistance of a motor carrier specialist or commercial vehicle inspection specialist.

2) A tow truck inspection (CHP 234B) conducted by a commercial enforcement officer or Area tow officer.

3) Tow trucks arriving for inspection shall be properly equipped as outlined on the CHP 234B, and ready for immediate response for service.

a) Operators or tow truck drivers found exchanging equipment with other tow truck drivers during inspections shall be subject to disciplinary actions.

D. Upon the successful completion of a Level One inspection, a Commercial Vehicle Safety Alliance decal shall be issued, regardless of the tow truck inspection (CHP 234B) results.

E. If two (2) or more CVC requirements on the CHP 234B, Page one, receive a failing mark, the inspected truck has failed the initial annual inspection and shall count against the 50 percent failure rate. An “Out-of-Service” violation on a CHP 407F shall count as a failure of the initial annual inspection.

1) Other than the two (2) or more CVC requirements, a tow truck may fail based on additional failed items outlined on the CHP 234B, within reason.

F. If a tow operator passes the required annual tow truck inspection with more than 50 percent of their tow trucks, the operator's initial annual inspection requirement shall be deemed satisfied for the purposes of their application. Otherwise, the operator's application shall be denied and the operator may reapply during the next open enrollment period.

1) The operator whose trucks have successfully passed the initial annual inspection, by more than 50 percent, but still have some tow trucks which failed, shall be allowed one re-inspection for those failed tow trucks.

G. The intent of the inspections is to ensure operators are involved in an ongoing safety maintenance program for their tow trucks. The annual inspection is not intended to find out what needs to be repaired/replaced on an operator's tow truck. A tow truck responding to a CHP call shall be properly equipped and operating in a safe condition.

H. Tow trucks shall be inspected by the Area for which they are designated. If a tow truck fails its initial inspection for its designated Area, it **shall not** be sent to another Area and re-inspected for use in another Area. (An exception would be rural areas, i.e. resident posts that must utilize an "out-of-area" operator.)

I. The operator shall be provided with written notification of the failure/denial of any tow truck or equipment and allowed a hearing upon request to the Area office pursuant to Section 2424(d) CVC and Element 22. Hearing/Appeal.

J. All of the equipment listed on an operator's CHP 234A shall be accounted for during the annual inspection.

K. Tow trucks shall comply with California Air Resources Board requirements. Tow trucks not in compliance shall be cause for disciplinary action. Operators shall provide a current copy of their California Air Resources Board Certificate of Reported Compliance Truck and Bus Regulation during open enrollment.

L. <u>Special Equipment</u>

1) To properly and safely tow, service, or recover the wide variety of vehicles being operated on the highway, a towing procedure may require the use of special equipment specifically designed for the purpose. This special equipment shall be listed on the operator's CHP 234A and should be used when appropriate.

2) All special equipment listed on the CHP 234A shall be accounted for during the annual inspection or when additional equipment is added.

3) Any special equipment which requires certification/inspection of the equipment and/or operator (e.g., cranes, forklifts), the applicable and

current certification/inspection document(s) shall be provided to the Area office at the time of enrollment or as equipment is added by an operator.

12. RATES

A. The tow operator's prior year's approved towing and storage rates shall be the baseline for the operator's reasonable rates. Fees charged for calls originating from the CHP shall not be in excess of those rates charged for similar services provided in response to requests initiated by a public agency or private person and approved by the CHP.

1) Reasonableness shall be determined as compared to other similar service rates and with consideration of increased operating costs beyond the control of the operator (i.e. insurance rate increases without cause, property lease/tax increases, etc.)

B. Based upon the average of the proposed fees submitted, the Area commander shall determine the reasonableness and validity of all submitted rates (i.e., storage, labor, special equipment, etc.).

C. An operator who submits a rate, which is determined by the Area commander to be unreasonable and/or invalid, shall be allowed to re-submit rates only once. The operator may choose to appeal the denial prior to resubmitting the rates.

1) If the re-submitted rate is unreasonable and/or invalid, the operator shall be disqualified from participating in that class for which the rate was unacceptable, or charge for services in which the rate was submitted, until the next open enrollment period.

2) An operator shall be provided with written notification regarding the disqualification within 30 days.

D. Rate requirements represent the maximum an operator may charge on a CHP call per hour.

1) An operator is not precluded from charging less when deemed appropriate by the operator.

2) These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.

E. Any operator who charges rates above the submitted rates for a CHP call shall be subject to disciplinary action.

F. In an effort to remain competitive in the open market, the operator may lower retail rates at any time by notifying the CHP.

1) When an operator lowers the retail rate, that retail rate becomes the operator's new approved rate.

G. A valid bank credit card or cash payment shall be accepted for payment of towing and/or storage pursuant to Sections 22651.1 and 22651.07(c)(5) CVC.

1) A surcharge shall not be imposed upon a cardholder who elects to use a credit card for payment as a result of a rotation call, pursuant to Section 1748.1 CC and Section 22651.07(c)(5) CVC.

H. The approved schedule of rates charged by the operator shall be available in the tow truck, and shall be presented upon demand to the vehicle owner/agent for whom the tow service was provided or any CHP officer at the scene.

I. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

J. Operators may only raise rates during the enrollment period or upon approval after a midterm review has been initiated by the CHP.

K. <u>Tow Rates</u>

1) The rate for towing should be computed from portal to portal when a vehicle is towed to the operator's storage yard.

a) Portal to portal is defined as follows: Time shall start from either the point of dispatch or upon departure from the place of business, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or completion of the call, if another call is pending, whichever is shorter.

1. The time expended for towing a vehicle back to the operator's storage yard should be charged at a rate not to exceed the hourly rate.

b) Time expended in excess of the hourly rate shall be calculated in no more than one-minute increments.

c) There shall be no additional charges for mileage, etc.

1. A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) CVC.

2. The operator may submit two retail hourly tow rates to the Area: one rate for calls originating during normal business hours; and one rate for calls originating after business hours, not to exceed 10 percent of the daily rate.

3. The operator shall base charges on the class of vehicle being towed or serviced, regardless of the class of tow truck used. When vehicle recovery operations require a larger class tow truck, the higher rate may be charged during the recovery process.

L. Service Calls

1) The operator may charge up to a 30-minute minimum per call for any service which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer or returned to the operator's storage yard.

2) Rates for a service call (out-of-gas, lockouts, tire changes, etc.) should be from portal to end of service.

3) Charges, in excess of a 30-minute service call, may be charged in no more than one-minute increments.

a) A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) CVC.

b) If the service cannot be performed safely at the vehicle's location, the vehicle may be moved to safe location to perform the service at the service call rate.

4) Fuel charges for gasoline dispensed on out-of-gas service calls shall be at the prevailing market rate.

a) In lieu of dispensing gasoline, the tow driver may transport the vehicle and its driver to a safe location or gas station at the service call rate.

M. Fees for Special Operations

1) Fees shall be reasonable and consistent with industry standards for similar operations.

2) Operators involved in the two (2) tow truck Salvage and Recovery List may charge a minimum two-hour rate.

a) Time expended in excess of the two-hour minimum shall be at the hourly rate in no more than one-minute increments.

b) If a second hour is charged, the second hour shall meet the invoicing requirements pursuant to Section 22651.07(e) (7) CVC.

c) If it is determined that only one truck is required, the second truck may claim portal to portal and time expended on scene until determination was made that it was not required.

3) Hourly rates shall be established for the following:

a) Auxiliary and contracted equipment (e.g., airbags, converter gear/dolly, additional trailers, fork lift, front loaders, low-boy trailers, rotators).

4) Operators shall submit a markup rate (percentage of the cost to the operator) for rental equipment and labor not otherwise listed on the CHP 234A.

5) If an operator performs a service for which a required rate was not submitted and approved by the Area, the operator shall only be entitled to charge for the actual cost of that service plus a markup rate not to exceed ten (10) percent.

N. Storage Fees

1) A vehicle stored/impounded 24 hours or less shall be charged no more than one-day storage pursuant to Section 3068.1(a) CC.

a) If the vehicle is released from storage after 24 hours has lapsed, charges may be allowed on a full, calendar-day basis for each day of storage, or part thereof pursuant to Section 3068.1(a) CC.

1) Storage of vehicles in combination should be charged a per vehicle rate except for dollies, con-gear, vehicle on a car carrier/trailer, etc.

a. Dollies and con-gear, not in combination, may be charged a storage rate not to exceed Class A storage fees.

2) Inside storage fees shall only be charged when inside storage is requested by the CHP, registered owner, legal owner, insurance company, or when the inside storage can be justified by the tow operator.

3) The operator shall display in plain view at all cashier's stations, a sign as described in Section 3070(d)(2)(E) CC, disclosing all storage fees and charges in force, including the maximum storage rate.

O. Lien Fees

1) If a vehicle has been determined to have a value exceeding four thousand dollars ($4,000), pursuant to Section 22670 CVC, the lien shall be satisfied pursuant to Section 3071 CC (Section 3074 CC).

2) The lienholder may charge a fee for lien sale preparations not to exceed seventy dollars ($70), for a vehicle valued at four thousand dollars ($4,000) or less, and not to exceed one hundred dollars ($100) for a vehicle valued at greater than four thousand dollars ($4,000) (Section 3074 CC).

a) These charges may commence when the lienholder requests the names and addresses of all persons who have an interest in the vehicle from the Department of Motor Vehicles (Section 3074 CC).

b) Not more than 50 percent of the allowable fee may be charged until the lien sale notifications are mailed to all interested parties and the lienholder or registration service agent has possession of the required lien processing documents (Section 3074 CC).

c) This charge shall not be made in the case of any vehicle redeemed prior to 72 hours from the initial storage (Section 3074 CC).

13. COLLUSION

A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the TSA that would bring about any unfair condition which could be prejudicial to the CHP, the motoring public, or other operators.

B. A finding by the CHP that any operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the TSA. Any operator or applicant found to be involved in any act, or attempted act of

collusion, shall be disqualified from participation on all CHP rotation tow lists for the current term, plus three years.

14. INSURANCE

A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the operator's business is located, and is authorized to do business in California:

1) Minimum Level of Financial Responsibility (as required by Section 34631.5 CVC) - Bodily injury and property damage with a combined single limit of not less than $750,000 for Class A tow trucks. The combined limits for Classes B, C, and D shall not be less than $1,000,000. These minimum standards are to include non-owned and hired auto coverage.

2) Uninsured Motorist - Legal minimum, combined single limit.

3) On-Hook Coverage/Cargo - Insuring the vehicle in tow with limits based on the size of the tow truck.

a) Class A tow truck……$50,000.

b) Class B tow truck……$100,000.

c) Class C tow truck……$200,000.

d) Class D tow truck……$250,000.

4) Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than $500,000.

5) Garage Keeper's Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.

B. An operator shall provide proof of insurance for all storage facilities listed on the CHP 234A.

C. Proof of insurance shall be in the form of a certificate of insurance. The operator's insurance policy shall provide for not less than 30 days written notice to the CHP in the event the insurance policy is canceled or is due to expire.

D. Failure of the operator to maintain the minimum insurance requirements set forth in the TSA shall immediately nullify the TSA, remove the operator from the rotation tow list, and be subject to disciplinary action by the Area commander.

15. ANNUAL OPEN ENROLLMENT MEETINGS

A. The Area commander shall conduct one (1) annual open enrollment meeting to discuss the forthcoming TSA term and issues concerning the rotation tow program.

1) The CHP shall provide a 30-day written notice of the meeting to operators currently approved for the rotation tow program and to those new operators expressing interest.

a) The written notice shall be sent via certified mail, hand delivered, or electronically delivered with confirmation within 24 hours, or next business day.

2) If an operator or operator's designee fails to attend the annual open enrollment meeting, the operator's application for the forthcoming TSA term shall be denied.

a) The operator shall be provided with written notification of the denial and may reapply during the next open enrollment.

B. Any subsequent meetings, outside of the open enrollment meeting, shall be mandatory for the operator or operator's designee.

1) The CHP shall give a 30-day written notice, if practical, of the meeting.

2) Failure to attend a meeting shall result in disciplinary action.

16. DEMEANOR AND CONDUCT

A. While involved in CHP rotation tow operations or related business, the tow operator and/or employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:

1) Rude or discourteous behavior.

2) Lack of service, selective service, or refusal to provide service which the operator is capable of performing.

3) Any act of sexual harassment or sexual impropriety.

4) Unsafe driving practices.

5) Exhibiting any objective symptoms of alcohol or drug use.

a) The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the CHP if an odor of an alcoholic beverage is detected upon the person.

6) Any acts of discrimination based on a protected group.

17. TOW COMPLAINTS

A. All CHP related tow service complaints received or initiated by the CHP against a tow operator or tow operator's employee shall be accepted and investigated in a fair and impartial manner.

1) The tow operator and their employees shall cooperate with CHP investigators during the course of an investigation.

B. Alleged violations of the TSA shall be investigated by the CHP Area covered by the TSA.

C. Should the filing of criminal charges be a possibility, the CHP shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution, if warranted.

D. Complaints for violations of the law not normally investigated by CHP shall be referred to the agency with investigation jurisdiction.

E. Completed complaint investigations shall be forwarded to the appropriate CHP Division for review and approval.

F. The operator shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

18. COMPLIANCE WITH LAW

A. The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

B. Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol and/or drugs, misdemeanor driving while under the influence of alcohol and/or drugs, or acts of moral turpitude should be cause for suspension or removal of an operator/employee, denial of an operator/employee's application, or termination of the TSA.

C. California Highway Patrol personnel, as well as tow operators and their employees, shall not be offered nor accept gratuities pursuant to Section 12110(a) CVC.

D. No tow operator or their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Section 12110(c) CVC.

E. An operator shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.

F. An operator or employee arrested/charged for a violation involving any of the above crimes should be suspended until the case is adjudicated.

19. COMPLIANCE WITH TOW SERVICE AGREEMENT

A. The operator agrees, as a condition of inclusion in the rotation tow program, to comply with the terms and conditions of the TSA. Furthermore, the operator or operator's agent agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, termination, or denial of an application).

B. A violation of the equipment requirements related to safety shall be cause for immediate suspension.

1) The suspension shall remain in effect until the suspension period is completed and the CHP has inspected the equipment and concluded the operator is in compliance.

C. A violation of the GVWR and/or safe loading requirements of a tow truck may be cause for disciplinary action.

1) This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when in tow.

D. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension.

1) The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the CHP.

E. Any unsatisfactory evaluation rating issued by the Motor Carrier Safety Unit (MCSU) shall be cause for suspension.

1) The suspension shall remain in effect until proof of a satisfactory compliance rating from the MCSU has been provided to the Area commander.

F. Allowing an incompetent tow truck driver to respond to a CHP call shall be cause for disciplinary action of the operator.

G. An operator responding a tow truck driver to a CHP call (i.e., the drivers dispatched by the tow operator's business) who has not been approved by the Area office shall be cause for disciplinary action of the operator.

H. Tow operators shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.

1) The on-scene investigating officer or incident commander shall make the determination when a tow operator may record a scene for tow related business reasons.

2) In the event a tow operator is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the CHP.

20. DISCIPLINARY ACTION

A. The Area commander shall take disciplinary action against an operator for violations investigated and sustained. Furthermore, the operator agrees that failure by the operator, or their agent, to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, denial of an application, or termination from the CHP Rotation Tow Program – Section 2424[d] CVC).

1) The Area commander shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this TSA.

B. Nothing shall preclude the CHP from taking the appropriate enforcement or administrative action for any violations of law.

C. Nothing herein shall be deemed to prohibit the CHP from immediately suspending, terminating, or denying an application of any operator or employee for any of the following:

1) Whose conduct, in the opinion of the Area commander, is deemed to be a danger to the motoring public (e.g., registered sex offender, acts of violence, fraud).

2) A violation of equipment requirements, related to safety.

3) Who has engaged in conduct constituting a flagrant violation of the TSA.

D. Records of violations shall be retained by the CHP for 36 months, plus the current TSA term.

E. Disciplinary action taken against an operator by an Area commander should be honored by all CHP Areas being serviced by the operator in question.

21. TERMS OF DISCIPLINARY ACTION

A. Violations of the terms and conditions of the TSA may be cause for disciplinary action in the following manner:

1) First violation within a 12-month period – letter of written reprimand.

2) Second violation within a 12-month period – one to 30-day suspension.

3) Third violation within a 12-month period – 60 to 90-day suspension.

4) Fourth violation within a 12-month period – termination of the TSA.

NOTE: Nothing may preclude an Area commander from imposing a suspension for a first violation pursuant to Element 20, Disciplinary Action, Item C.

B. Violations of the terms and conditions of the TSA which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

1) In lieu of termination, the CHP may impose additional suspensions for longer periods, if deemed appropriate.

2) When considering disciplinary action for a major violation of the TSA, an Area commander should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

C. A suspended or terminated operator, and/or the tow business owner at the time of the suspension or termination, shall not be eligible for a rotation listing for the duration of the suspension or termination.

1) This provision applies to the operator working in any capacity within any tow business or operating any tow business, even if operated under new ownership.

D. If the operator is serving a suspension, the operator shall be required to have complied with all terms and conditions of the current TSA at the time of reinstatement.

E. An operator shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

22. HEARING/APPEAL

A. A hearing shall be granted, upon an operator's request, within ten (10) calendar days, for any of the following circumstances:

1) Operator is served with disciplinary action.

2) Denial of an operator's rotation tow application (CHP 234A) or an operator/driver application (CHP 234F).

B. The Area commander shall provide written notification to the operator requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

C. A hearing shall be held as soon as practicable.

D. The hearing shall be conducted by the Area commander or designee, and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position.

1) The operator shall be entitled to present testimony of at least one qualified person (i.e., representation by counsel or attorney).

E. The operator shall be notified in writing of the Area commander's decision(s) within ten (10) business days of the date of completion of the hearing.

F. Upon receipt of the Area commander's written hearing decision, if the operator is dissatisfied with the decision(s), the operator may appeal by submitting a written request to the CHP Division commander within ten (10) business days.

G. The appeal shall be conducted by the Division commander or designee and shall be held as soon as practicable.

H. The Division commander shall provide written notification to the operator requesting an appeal indicating acknowledgement of the appeal request and an appeal date assigned.

1) The operator shall have the same rights as afforded at the Area level.

2) The operator shall be notified in writing of the Division commander's decision(s) within ten (10) business days of the appeal.

3) The Division commander's decision(s) shall be subject to no further administrative appeal.

I. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the motoring public or who continue to violate the terms and conditions of this TSA.

J. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the CHP Area commander shall be final and the disciplinary action shall take effect upon written notification to the operator by the Area commander.

23. MIDTERM REVIEW

A. The purpose of this section is to provide a process for a midterm review of the terms and conditions of the TSA in the event there is a legitimate and substantial change in conditions or law affecting the majority of the operators within an Area or the CHP.

B. A midterm review, when granted by the Commissioner or designee, will not automatically authorize a change in the terms and conditions of the TSA.

1) If a midterm review is announced by the Commissioner or designee, it is the responsibility of the Department to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change is justified.

24. ADVERTISING

A. The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the CHP or the Department of Motor Vehicles.

25. CANCELLATION

A. This TSA may be canceled by an operator by providing written notice to the Department.

26. OPERATOR APPROVAL

I certify that all drivers operating under this Tow Service Agreement (TSA) are qualified and competent. I further certify that I have read and understand this TSA and agree to abide by all the provisions. I further agree to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of the TSA, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this TSA. The operator, and the agents and employees of the operator, in the performance of this TSA, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this TSA (2021-2022 TSA) will become effective:

_____and end _____.
Date Date

<table>
<tr><td colspan="4">Operator Approval</td></tr>
<tr><td colspan="2">Signature</td><td colspan="2">Printed Name</td></tr>
<tr><td colspan="2">Company</td><td>Title</td><td>Date</td></tr>
<tr><td colspan="3">Business Address</td><td>Phone Number</td></tr>
<tr><td colspan="4">Motor Carrier Permit Number</td></tr>
</table>

ATTACHMENT A

TOW SERVICE AGREEMENT ADVISORY COMMITTEE
APPROVED TOW TRUCK DRIVER TRAINING COURSES

Automobile Club of Southern California
3333 Fairview Road
Costa Mesa, CA 92626
Contact: Rob Wade at (714) 885-1333
E-mail: wade.robert@caaa-calif.com

California Tow Truck Association
643 West Stadium Lane
Sacramento, CA 95834
Contact: (916) 617-2882
E-mail: ctta@ctta.com

International Institute of Towing & Recovery (Instructor Led/Self Study Course)
301 Edlee Avenue
Palo Alto, CA 94306
Contact: Peter Fuerst at (415) 859-1889
E-mail: pfuerst1@comcast.net

Randall Resch Training
28385 Vista Del Valle
Hemet, CA 92544
Telephone: (619) 807-3177
E-mail: rreschran@gmail.com

Tow Pros, LLC
4615 East Brundage Lane
Bakersfield, CA 93307
Contact: Joe Wallace at (661) 979-0747
E-mail: trainer@towpros.com

WreckMaster Incorporated
5550 Genesee Street
Lancaster, NY 14086
Telephone: (800) 267-2266
E-mail: www.WreckMaster.com

AAA Northern California-Nevada-Utah
1900 Powell Street, Suite 1200
Emeryville, CA 94608
Contact: Esther Hauser at (510) 596-3830
E-mail: Esther.Hauser@goAAA.com

GTI (Gerard Training Institute)
P.O. Box 1321
Williams, CA 95987-1321
(530) 505-1789
E-mail: joe@gerardtraining.com