CITY OF BELL

CONTRACT SERVICES AGREEMENT FOR TOWING & STORAGE SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 1st day of July, 2014, by and between the CITY OF BELL, a charter city and municipal corporation, (herein "City") and Mr. C's Towing of South Gate, Inc. (herein "Contractor" or "Operator").

RECITALS

A. The City desires to provide its residents and businesses with the highest quality of vehicle towing and storage services when requested by the City of Bell Police Department ("BPD"); and

B. The City finds the provision of vehicle towing and storage services is best achieved by the granting of nonexclusive franchises to no more than three vehicle towing and storage service providers since such nonexclusive franchises maximize the City's ability to regulate and oversee the quality of vehicle towing and storage services and to maintain uniform and consistent levels of services throughout the City, thus furthering the public health, safety, and well-being; and

C. Pursuant to Bell Municipal Code ("BMC") Chapter 3.12, City staff issued a Request for Proposal to identify the best qualified tow service vendors and Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services; and

D. The BPD conducts the Rotation Tow Program in the City of Bell, whereby each Contractor who enters into a towing services agreement with the City is placed on a rotation tow listing with the BPD; and

E. This Agreement contains terms and conditions with which Contractor agrees to comply in order to participate in the Rotation Tow Program and be placed on the rotation tow listing with the BPD; and

F. Participation in the BPD Rotation Tow Program is voluntary; however, compliance with all terms and conditions of the Agreement is mandatory for all tow companies participating in the BPD Rotation Tow Program. Contractor, by agreeing to participate in the program, does not establish a contractual relationship with the BPD and is not acting as an agent for the BPD or the City when performing services under this Agreement; and

G. The City is authorized to enter into this Agreement pursuant to Section 1300 of the City of Bell Charter because it relates to matters of local concern, including public services,

and the City Council declared its intent to grant this franchise to Contractor at a regular City Council meeting.

NOW, THEREFORE, the Parties agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal. The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants, that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any previously unknown conditions, which will materially affect the performance of the services

hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused solely by City's own negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless approved in writing by both parties. Any greater increases in compensation to Contractor must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Contract Sum. Contractor shall receive no compensation from the City in connection with this Agreement. For the services rendered pursuant to this Agreement, the Contractor shall be permitted to participate in the City's Rotation Tow Program, for which Contractor may become eligible to collect certain charges and fees for services rendered from the persons who receive those services. In no event shall Contractor be paid by, or become eligible for payment directly from, the City. The schedule of fees and charges, including those charges that must be collected by Contractor for the benefit of the City, are included in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. This Agreement further requires that Contractor shall attend all project meetings reasonably deemed necessary by the City, and Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment. Contractor understands and accepts that it is Contractor's obligation and sole responsibility to collect any of Contractor's fees for towing and storage including but not limited to, vehicles stored or impounded for State law violations, and any other fees provided for under this Agreement. Contractor shall not collect or be entitled to any City vehicle release fees imposed by the City.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period (s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period (s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period (s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to: acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for-performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect for a period of three (3) years from the date this Agreement is adopted by all parties. The City shall have the right to renew this Agreement on or before the expiration, for up to three (3) one year periods, or any portion thereof. In the event the City exercises the option to renew, all terms shall remain the same, except that (i) the service charges (Exhibit "C") may be renegotiated between the City and Contractor in good faith, and (ii) the City may impose any additional conditions necessary to improve service to the public. If the City exercises its option(s) under this provision, Contractor understands and agrees that any additional conditions must be approved in writing by the Bell City Council.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Kurtis McElroy

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be the Chief of Police for the City, or any other person designated by the City Manager of City for this express purpose. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain

at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is $25,000.00 or less, the policy of insurance shall be written in an amount not less than either (i) a combined single limit of $500,000.00 or (ii) bodily injury limits of $250,000.00 per person, $500,000.00 per occurrence and $500,000.00 products and completed operations and property damage limits of $100,000.00 per occurrence and $100,000.00 in the aggregate. If the Contract Sum is greater than $25,000.00 but less than or equal to $100,000.00, the policy of insurance shall be in an amount not less than either (i) a combined single limit of $1,000,000.00 for bodily injury, death and property damage or (ii) bodily injury limits of $500,000.00 per person, $1,000,000.00 per occurrence and $1,000,000.00 products and completed operations and property damage limits of $500,000.00 per occurrence and $500,000.00 in the aggregate. If the Contract Sum is greater than $100,000.00, the policy of insurance shall be in an amount not less than $5,000,000.00 combined single limit.

b. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

c. Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $100,000.00 per occurrence and $250,000.00 in the aggregate or (ii) combined single limit liability of $500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

d. Additional Insurance. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of

subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____

Agent Initials

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification. Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or

liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims' arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its' officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Performance Bond. [This provision shall not apply.]

5.4 Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be evaluated by the City's Risk Manager and determined to be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Agency's Finance Director or designee ("Finance Director") due to unique circumstances. In the event the Finance Director determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Finance Director; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Finance Director to the Agency's legislative body within ten (10) days of receipt of notice from the Finance Director. The requirement that Contractor's insurance have an "A" rating or better may be waived if: (i) the Contractor's insurance has at least a "B" rating, and (ii) a letter of explanation showing the adequacy of insurance is filed with and accepted by the City's Risk Manager prior to the entering into of this Agreement.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement and that it is Contractor's responsibility to stay within the approved budget. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or

events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its' own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice or such

longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, then the Contract Officer may specify a shorter period and require immediate action. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Contractor's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds by City. [This Section 7.3 shall not apply.]

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages. There shall be no liquidated damages, except as provided in Exhibit "D".

7.8 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract

Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7 .2.

7.9 Termination for Default of Contractor. [This Section 7.9 shall not apply. Contractor may be terminated/removed from rotation list at any time with our without cause.]

7.10 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of

the City, to the City Manager and to the attention of the Contract Officer, CITY OF BELL6330 Pine Avenue, Bell, California 90201, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

[SIGNATURES ON NEXT PAGE]

CITY:
CITY OF BELL,
a municipal corporation

By: _____
Nestor Enrique Valencia, Mayor

10/7/2014

ATTEST:

_____
for ~~Janet Martinez~~, Acting City Clerk
Angela Bustamante

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
David J. Aleshire,
City Attorney

CONTRACTOR:
MR. C'S TOWING

By: _____
Name:
Title: Pres.

By: _____
Name:
Title: Pres.

Address:

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los angeles

On 9/3/2014 before me, John H. Hicks Notary Public,
(Here insert name and title of the officer)

personally appeared Kurtis McElroy,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

JOHN H. HICKS
COMM. #1929774
Notary Public California
LOS ANGELES COUNTY
My Comm. Exp. APRIL 18, 2015

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Bell Contract Services
(Title or description of attached document)

Agreement For Towing & Storage Services
(Title or description of attached document continued)

Number of Pages 36 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"
"SCOPE OF SERVICES"

Pursuant to this Agreement, it shall be Contractor's responsibility to tow, impound, store and recover vehicles as requested by BPD, including, but not limited to the following: vehicles involved in crimes, traffic accidents, operated in a manner that violate applicable laws; vehicles impounded for evidence or taken into custody by BPD; vehicles involved in accidents or disabled for other causes (when alternative towing is either not appropriate or not requested by the owner or Contractor of the vehicle); abandoned vehicles; and vehicles which are within the jurisdiction of BPD. Contractor shall further be responsible for the removal of debris resulting from accidents and the necessary work preliminary to towing, such as removal of vehicles from ditches, righting said vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required in connection with the towing operations. This Agreement does not apply to, nor does it authorize, tows at the request of the public in either emergency or non-emergency situations.

In providing these services in the field, Contractor, including its agents and employees, shall conduct themselves in a safe manner and shall never, in any circumstance, act in a manner that may cause a danger to themselves or those at the scene. In no way shall the Contractor, including its agents and employees, be in any relation of dependence upon officers in performing under this Agreement and takes special note that, pursuant to *Minch v. Department of California Highway Patrol* (2006) 140 Cal.App.4th 895, the City and its officers owe no duty of care to Contractor, or its agents and employees.

A. TOW TRUCK CLASSIFICATIONS.

1. Contractor shall equip, repair, and maintain all tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code; Title 13 of the California Code of Regulations, and consistent with industry standards and practices.

a) Notwithstanding Vehicle Code § 615, all tow trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of this Agreement, a trailer for hire that is being used to transport a vehicle shall not qualify as a primary tow truck for rotation tow lists.

b) To the extent Contractor has a car carrier, such truck(s) is/are exempted from the recovery, wheel lift, and boom capability requirements.

2. A violation of the Gross Vehicle Weight Rating (GVWR), front axle weight rating, rear axle weight rating, maximum tire weight ratings, not maintaining 50% of the tow truck's unladen weight on the front axle when lifting/carrying a load or safe loading requirements of a tow truck shall be cause for suspension of a truck used in performing under this Agreement, and may be cause for termination of this Agreement.

3. There are four classes of tow trucks covered under this Agreement. In no case shall any tow truck be rated less than one-ton capacity. (The equipment specifications for each Class of tow truck are further described in Exhibit "C".)

a) Class A - Light Duty. Class A tow trucks shall have a manufacturer's GVWR of at least 10,000 pounds.

b) Class B - Medium Duty. Class B tow trucks shall have a GVWR of at least 19,501 pounds. The truck shall be capable of providing and maintaining continuous air to the towed vehicle.

c) Class C - Heavy Duty. Class C tow trucks with three axles and a GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

d) Class D - Super Heavy Duty. Class D tow trucks with three axles and a GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

B. TOW TRUCK DRIVERS.

1. Contractor shall ensure that tow truck drivers ("Drivers") responding to calls initiated by BPD are qualified and competent employees of Contractor. Contractor shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through BPD rotation. Tow truck drivers shall be at least 18 years old and possess the following minimum class driver license:

a) Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.

b) Class B tow truck - A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to Vehicle Code Section 34500.

c) Class C and D tow trucks - A valid Class A license with valid medical certificate.

2. The Class A license must be endorsed to allow operation of special vehicle configurations and/or special cargoes as described in Attachment "A-1" attached hereto and incorporated herein by reference.

3. Current Driver Listing. Contractor shall maintain a current list of drivers. Contractor shall provide a current list of his/her drivers to BPD upon implementation of this Agreement and not less than monthly thereafter. Contractor shall notify BPD upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s) and revocation or

suspension of a driver's license. An updated list shall be provided BPD within seven (7) calendar days of any change in driver status. Contractor shall, at a minimum, maintain the following information for each employee, and provide the same to the Police Chief not less than monthly:

a. Full name.

b. Date of Birth.

c. California driver license number and expiration date.

d. Copy of valid medical certificate (if required).

e. Job title/description.

f. Current home address.

g. Current home phone number.

h. Type(s) of truck(s) driver has been trained and instructed to operate.

i. Certificate showing driver is California Tow Truck Association (CTTA) trained.

4. Drivers' Appearance. Drivers must maintain a neat, clean, and professional appearance at all times. Drivers must wear a distinctive uniform bearing the Contractor's name clearly visible with shirttails tucked into the waistband of their pants.

5. Screening of Drivers. Prior to utilizing any driver to perform services under this Agreement, Contractor shall provide to the City's Chief of Police a confidential screening application for that prospective driver containing information requested by the Police Chief. The Chief of Police shall screen the prospective driver and approve or deny that driver for service under this Agreement. The Police Chief shall deny that driver if the Police Chief determines, in his sole discretion, that the prospective driver: a) provided false or misleading information on the application, or b) has been convicted of any felony or any theft-related crime. Utilizing any driver before the Police Chief has completed the screening, or utilizing any driver who has been disapproved under this paragraph shall be grounds for suspending Contractor's participation in the tow rotation. If Contractor becomes aware of any driver being arrested or convicted for any felony or theft-related crime after approval by Police Chief, Contractor shall notify the City within 24 hours of such fact.

6. Removal of Drivers. At any time during the term of this Agreement, the Police Chief, in his or her sole discretion and with or without cause, may direct Contractor to no longer utilize a particular driver to perform services for the City under this Agreement. Such direction shall be given by written notice to Contractor. Upon receipt of such notice, Contractor shall immediately discontinue use of the driver to perform services under this Agreement. Upon request by Contractor, the Police Chief may, in his or her sole discretion, provide written notice reinstituting the driver's eligibility to perform services for City.

C. STORAGE OPERATIONS.

1. CONTRACTOR RESPONSIBILITIES.

a) Contractor shall be responsible for all vehicles stored by Contractor, together with all accessories and equipment on each vehicle and all personal property in each vehicle. It shall be Contractor's responsibility to protect the stored equipment and property against loss or damage by fire, theft, weather or other causes. In the event of loss or damage to a stored vehicle, its accessories or equipment, or personal property contained in the vehicle, Contractor shall be responsible to the owner for all losses or damages. Personal property in vehicles stored by Contractor shall not be disposed of to defray any charges for the towing or storing of a vehicle; and, if not called for by the owner within thirty (30) days after date of notice by BPD of impound or storage, all such property shall be disposed of in accordance with all State, County and Municipal laws, statutes, ordinances and regulations, including without limitation, Vehicle Code § 10652 (reporting storage of vehicles over thirty (30) days).

b) Contractor shall take all reasonable precautions as directed by BPD to avoid damage to any evidence, such as fingerprints or stains. Vehicles taken into custody that involve evidence shall be stored in a secured, locked area which is inside a structure protected against entry by unauthorized persons. Contractor shall park all stored or impounded vehicles in such a manner as to prevent any damage while other vehicles are being moved or parked in the vicinity of said vehicles. Vehicles held for thirty (30) days shall be secured in an inside storage area.

c) Contractor must maintain a locked and secured storage area for vehicles held for police investigation or preservation of evidence ("Police Hold Vehicles"). Police Hold Vehicles shall be placed in a secured, enclosed, inside storage area ("Inside Storage Area"). The Police Hold Vehicles Inside Storage Area shall be capable of being secured in a manner acceptable by the Police Chief, or his/her designee, so as to assure the integrity and chain of custody of evidence or other information derived from a vehicle, which is subject to a police hold. Vehicles so stored shall not be moved, relocated, or physically touched by employees of Contractor except as authorized by the Police Chief, or his/her designee, and upon written authorization of City.

2. STORAGE FACILITIES.

a) Contractor shall maintain a vehicle storage area to impound towed vehicles large enough to accommodate all vehicles stored less than thirty (30) days. The primary vehicle storage area must have the legal storage capacity for eighty (80) vehicles.

b) All vehicles impounded or taken into custody by BPD must be stored by Contractor in areas that are enclosed by substantial wire fences or walls that have gates or doors which lock. Such 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. A fence or wall enclosures shall be maintained and repaired in good condition throughout the term of this Agreement. Such fences or walls shall be repaired within twenty-four (24) hours of the time of any damage thereto to insure proper protection of the stored vehicles. The storage area must be paved with concrete or asphalt and maintained in good condition. The Police Chief, or his/her designee, may modify security requirements necessary to coincide with local conditions.

c) The storage facility shall be open and attended from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall have a responsible person on call on a twenty-four (24) hour basis, seven (7) days a week. The designated on-call person(s) shall be available to release vehicles between 5:00 p.m. and 8:00 a.m., Monday through Friday and a twenty-four (24) hour basis on Saturday, Sunday and holidays.

3. LOCATION AND MAINTENANCE OF STORAGE FACILITY.

a) Contractor shall maintain and provide at least one place of business which is also the location of the storage facility for the vehicles stored under this Agreement within seven (10) miles from the boundaries of City, as may be modified from time to time. The business address and primary storage facility shall be located reasonably close to the police station, as determined by the Police Chief in his/her sole opinion.

b) The primary storage facility shall be at the same location as the business address. The vehicle and personal property shall be released at a primary storage facility upon request of the owner. Except with respect to Police Hold Vehicles, upon proper identification or proof of authority, the owner or his designated representative shall be permitted to remove personal effects from a stored vehicle without reference to any costs or charges pending because of towing or storage of said vehicle. Police Hold Vehicles shall not be released without the presentation of a fully executed property release form issued by the Bell Police Department, and upon compliance with this paragraph.

c) Contractor shall furnish the Police Chief, or his/her designee, with the addresses of all storage facilities whenever there is a change.

d) All storage facilities shall comply with all land use and zoning ordinances of the applicable jurisdiction in which they are located and all requirements and specifications described in this Agreement. All landscaped and paved areas of Contractor's premises shall be maintained

in a neat and orderly condition with the landscape in a healthy condition and free of weeds and litter.

e) Any storage space shall be kept free of weeds, litter, debris, and any other materials or substances or any automotive parts unless said parts are stored as evidence for the Police Department. Contractor shall take all reasonable steps to prevent contamination of soil by gasoline, oil, grease, or any other hazardous substances as specified by Federal, State, County or Municipal regulations.

f) Contractor shall post not less than one outdoor sign at each storage facility, at or near the entrance thereof, identifying Contractor's name, telephone number, and the business telephone number of BPD.

g) Unless the vehicle is subject to a police hold, as described in Section (C)(1)(c), above, Contractor shall be able to properly conduct a lien sale as outlined in Vehicle Code § 22851.1.

D. INSPECTIONS.

BPD or, as authorized by BPD, the California Highway Patrol ("CHP") may conduct inspections at any time of all tow trucks to determine whether such tow trucks are safe and adequately equipped to perform the service required of such class level tow truck. BPD or CHP may also conduct inspections at any time of Contractor's business premises to determine whether the premises are secured and maintained according to the terms of this Agreement. BPD or CHP may conduct inspections without notice during normal business hours. Contractor shall not dispatch a tow truck (to a BPD call) that has not been inspected and approved by BPD or CHP. BPD or CHP shall inspect a tow truck within thirty (30) days of a request from Contractor. If Contractor fails an inspection for any reason (as determined in the reasonable discretion of BPD or CHP) is entitled to only one (1) re-inspection. Failure to pass the re-inspection may be cause for disqualification of the tow truck from use in performing this Agreement.

E. BUSINESS RECORDS.

1. Contractor shall maintain records, at its place of business, relating to tow services furnished under this Agreement. At the request of BPD, Contractor shall furnish BPD a written list of all vehicles that have been towed by Contractor under this Agreement. Such list shall show the nature of service, description of vehicles, date of tow, tow truck drivers name, start time, end time, storage location of each vehicle, dates of storage, itemized costs of towing and storage, vehicle make and model, license number and vehicle serial number. Upon request, Contractor shall furnish BPD with an itemized list of all charges incurred.

2. Contractor shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, auctions, FCC and any other necessary licensing (if any), and non-BPD tows.

3. BPD may inspect all Contractor records without notice during normal business hours. Contractor shall permit BPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. BPD shall provide a receipt for any (original) records removed from the place of business. Records shall be maintained and available for inspection for a period of two years plus the current term of this Agreement. Failure of Contractor to comply with the records requirement shall be cause for termination of this Agreement.

4. For purposes of audit by the City, Contractor shall also keep accurate records of all gross receipts earned as a result of the business conducted under the Agreement, excepting therefrom all sales and excise taxes. Receipts shall be issued to all customers. The records must be supported by source documents such as receipt slips, cash register tapes, invoices or other pertinent information. 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 Agreement period by the Police Chief, or his/her designee, or City Finance Director or his representative. Such audits may be conducted at the discretion of the Police Chief, or his/her designee, or the Finance Director, either unannounced or by appointment. Contractor's failure to have records of all gross receipts immediately available for audit shall be cause for termination of this Agreement by City.

F. CONDUCT AND DEMEANOR.

1. While involved in BPD requested tow operations, Contractor and/or its employees shall refrain from any act(s) of misconduct, to include, but not limited to, any of the following:

a) Rude or discourteous behavior.

b) Lack of service, selective service, or refusal to provide service which Contractor is/should be capable of performing.

c) Any act of sexual harassment or sexual impropriety.

d) Unsafe driving practices.

e) Exhibiting any objective symptoms of alcohol and/or drug use.

f) Appearing at the scene of a BPD tow call with the odor of an alcoholic beverage emitting from his/her breath. Contractor/tow truck driver shall submit to a preliminary alcohol-screening test upon demand of BPD.

2. Contractor shall not leave any tow site without cleaning the location sufficient to restore normal traffic patterns.

3. All complaints related to services under this Agreement received by BPD against Contractor (or its employees) will be accepted and investigated in a fair and impartial manner by BPD with the full cooperation of Contractor. Contractor will be notified of the results of any investigation before any action is taken.

G. COMPLIANCE WITH LAW.

1. Contractor, and its employees, shall, at all times, be knowledgeable of, and comply with, all Federal, State, and local laws and ordinances, which include, but are not limited to, those laws which are applicable to Contractor as promulgated by the California Department of Transportation, the California Highway Patrol, and industry practices endorsed by the California Tow Truck Association. Contractor shall retain an adequate number of trained and properly licensed (as required by Vehicle Code § 12804) personnel assigned to perform the work described in this Agreement.

a) In the event of a traffic violation of any kind by Contractor's tow truck driver(s) which is/are known by BPD, Contractor shall be advised of the violation(s) by BPD. Except as provided below, Contractor will be granted the opportunity to take necessary steps to ensure that the same or similar violation does not reoccur. Any subsequent traffic violation(s) may be cause for termination of this Agreement.

b) Any traffic violation(s) chargeable as a felony, or a traffic violation involving drugs or alcohol (e.g., driving under the influence of drugs or alcohol) or driving on a suspended or revoked license, shall be cause for termination of this Agreement.

2. The provisions contained herein do not preclude BPD from taking appropriate enforcement or administrative action for any violations of law.

3. Any conviction of Contractor, or any of its agents, employees or officers, involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony or misdemeanor driving while under the influence of alcohol and/or a drug, whether or not in connection with the performance of this Agreement or not, shall be cause for termination of this Agreement.

H. INVENTORY OF VEHICLE CONTENTS.

A detailed written inventory of all personal property in any vehicle which is towed and stored or towed and impounded will be completed by the Police Department employee requesting Contractor's services, and the tow Contractor shall complete the appropriate section on the Police Department's form and shall sign said form. A copy of said signed form shall be given to the tow truck driver and shall be retained by Contractor. Whenever any item is removed from a stored vehicle and taken to another place of storage, Contractor shall provide a receipt, with a copy placed in the stored vehicle and a copy given to the Police Department.

I. SERVICE COMPLAINTS.

Contractor shall post a notice in a conspicuous place at Contractor's place of business of a size which is at least 8 1/2" x 11" informing the public of the right to make complaints regarding service provided by Contractor, and shall include the name and location where complaints can be made to City. Contractor shall notify BPD, in writing, within seventy-

two (72) hours of any complaints made to Contractor regarding the performance of service in connection with towing or storage, or concerning rates, charges of fees, or any claims, or any legal actions filed, delivered or served upon or instituted against Contractor or any of its agents, officers or employees.

J. ADVERTISING.

Contractor shall not display any sign or engage in any advertisement indicating an official or unofficial connection with BPD or the Department of Motor Vehicles. Examples of prohibited signage include, without limitation, "Official BPD Tow," "Approved by BPD," "BPD Tow." The provisions under this Section shall not preclude the Police Chief, or his/her designee, from implementing a system to mark and identify particular tow trucks as having passed BPD inspection.

L. TERMINATION OF AGREEMENT FOR CAUSE.

1. The Police Chief, or his/her designee, shall be authorized to take action against Contractor for violations of this Agreement investigated and confirmed or sustained up to and including termination of this Agreement.

2. Overcharging by Contractor shall be cause for termination of this Agreement in the sole discretion of the Police Chief, or his/her designee.

3. Failure by Contractor to respond to calls as required, meet the Maximum Response Time requirements, meet the Average Response Time on a regular basis, or perform the required towing or service as required by this Agreement shall be cause for termination of this Agreement in the sole discretion of the Police Chief, or his/her designee.

4. Failure of Contractor to maintain the minimum insurance requirements as set forth in the Agreement shall be cause for termination of this Agreement in the sole discretion of the Police Chief, or his/her designee.

5. A violation of the Biennial Inspection of Terminals (BIT) Program requirements shall be cause for termination of this Agreement.

6. Failure of Contractor, its employees, or its agents to maintain professional conduct becoming of a representative of the City, in the sole discretion of the Police Chief, shall be cause for termination of this Agreement.

EXHIBIT A-1

EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

1. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT:

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 (ATA) and truck manufacturers.

ATA and Manufacturers Classification	CHP Classification
a. Class 3 - 10,000-14,000 lbs. GVWR	(Class A Tow Trucks)
b. Class 4 - 14,001-16,000 lbs. GVWR	(Class A Tow Trucks)
c. Class 5 - 16,001-19,500 lbs. GVWR	(Class A Tow Trucks)
d. Class 6 - 19,501-26,000 lbs. GVWR	(Class B Tow Trucks)
e. Class 7 - 26,001-33,000 lbs. GVWR	(Class B Tow Trucks)
f. Class 8 - 33,001-or more GVWR	(Class B Tow Trucks)

B. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

C. Towing Limitations

1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).

2) The truck must meet all applicable state and/or federal standards.

3) The front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

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

E. 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 rating(s).

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

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

F. Safety Chains. Safety chains shall be rated at no less than the rating specified by the OEM.

1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or underlift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

2) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.

3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

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

H. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the Vehicle Code.

I. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are 12 or more wires broken in lay length, or where there is other visible evidence of loss of strength.

2. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

A. Class A Tow Truck Minimum Equipment Specifications:

1) 10,000 pound GVWR chassis.
2) 4-ton recovery equipment rating.
3) Hydraulic or mechanical winch(es).

4) 100 ft. 3/8" x 19 cable or original equipment manufacturer's (OEM) specifications.
5) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.
6) Safety chains, 5/16" alloy or OEM specifications.
7) Tow sling rating 3,000 pounds, when equipped.
8) Wheel lift safety straps or equivalent mechanical device.
9) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
10) Tow dolly.
11) One 3-ton snatch block.
12) Wheel lift rating – retracted 3,000 pounds.

B. Class A Car Carrier - One Car Minimum Equipment Specifications

1) 10,000 pound GVWR chassis.
2) Hydraulic or mechanical winch.
3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.
4) J/T hook loading bridle/chains.
5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.
6) All required tie-down straps and safety chains shall be used as required during towing operations.

C. Class A Car Carrier - Two Cars Minimum Equipment Specifications

1) 16,001 pound GVWR chassis.
2) Hydraulic or mechanical winch.
3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.
4) J/T hook loading bridle/chains.
5) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.
6) All required tie-down straps and safety chains shall be used during towing operations.

D. Class B Tow Truck Minimum Equipment Specifications

1) 19,501 pound GVWR chassis.
2) Air brakes or hydraulic w/air hookup package.
3) 14-ton recovery equipment rating.
4) Hydraulic or mechanical winch(es).
5) 150 ft. 7/16" 6 x 10 cable or OEM specifications.
6) Tow chains, 1/2" alloy or OEM specifications.
7) Safety chains, 1/2" alloy or OEM specifications.
8) Tow sling rating 7,000 pounds.
9) Two 8-ton snatch blocks.
10) Wheel lift safety straps or equivalent mechanical device.

11) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
12) Wheel lift or under lift rating – retracted, 10,000 pounds.

E. Class B Car Carrier Minimum Equipment Specifications

1) 19,501 pound GVWR chassis.
2) Hydraulic or mechanical winch.
3) 50 ft. 3/8" 6 19 cable or OEM specifications.
4) J/T hook loading bridle/chains.
5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.
6) All required tie-down straps and safety chains shall be used during towing operations.

F. Class C Tow Truck Minimum Equipment Specifications

1) 33,000 pound GVWR chassis.
2) Air brakes w/air hookup package and single control compressor.
3) 25-ton recovery equipment rating.
4) Hydraulic or mechanical winch(es).
5) 200 ft. 5/8" 6 x 19 cable or OEM specifications.
6) Tow chains, 5/8" alloy or OEM specifications.
7) Safety chains, 5/8" alloy or OEM specifications.
8) Tow sling rating 12,000 pounds.
9) Two 12 ton snatch blocks.
10) Under lift rating – retracted, 25,000 pounds.

G. Class D Tow Truck Minimum Equipment Specifications

1) 50,000 pound GVWR chassis.
2) Air brakes w/air hookup package.
3) 30-ton recovery equipment rating.
4) Hydraulic or mechanical winch(es).
5) 250 ft. 3/4" 6 x 19 cable or OEM specifications.
6) Tow chains, 5/8" alloy or OEM specifications.
7) Safety chains, 5/8" alloy or OEM specifications.
8) Tow sling rating 20,000 pounds.
9) Two 12-ton snatch blocks.
10) Under lift rating – retracted, 32,000 pounds.

3. AUXILIARY EQUIPMENT

A. Required Equipment All Classes

1) Extension - Brake and tail lamps.
2) Fire Extinguisher (Approved 4-B, C rating or better).
3) Flashlight.
4) Broom.
5) Shovel.
6) Wrecking bar (large pry bar).
7) Reflective triangles.
8) Equivalent of six 30-minute flares.
9) Covered trans can(s) with absorbent.
10) Shop rags and/or paper towels.
11) Shop to truck communications (C/B and cellular phones excluded).

B. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

1) Adequate emergency supply of fuel in an approved container.
2) Booster battery or hot box starting system.
3) Hydraulic jack capable of handling passenger cars and light trucks.
4) Metric and standard lug wrenches.
5) Rubber mallet/hub cap tool.
6) Lockout tools.
7) Motorcycle straps (Class A only).
8) Sledge hammer.
9) Tool kit may include:

(a) Assorted open end wrenches; standard 1/4" - 7/8" and Metric, 6-19mm.
(b) Assorted screwdrivers; Straight blade, Phillips and Torx.
(c) Crescent wrench.
(d) Ball peen hammer.
(e) Pliers.
(f) Battery and terminal cleaning tools.
(g) Mechanic's wire.
(h) Plastic electrical tape/duct tape.
(i) Tire valve core tool.
(j) Miscellaneous fuses.
(k) Small pry bar.
(l) Socket Sets; 1/4" - 1" and 6-19 mm.
(m) Ratchet and extensions.

C. Class A Required Equipment

1) One 3-ton rated snatch block.
2) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
3) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
4) Car carrier - J/T Hook loading bridle, a 4" x 4" x 48" and 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

D. Class B Required Equipment

1) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
2) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
3) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
4) Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.
   (a) Two 8-ton rated snatch blocks.
   (b) Air hoses and necessary fittings to provide air to the towed vehicle.

E. Classes C and D Required Equipment

1) Towing sling - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.
2) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
3) Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.
   (a) Steering wheel clamp.
   (b) Two 12-ton rated snatch blocks.
   (c) Air hoses and necessary fittings to provide air to the towed vehicle.

EXHIBIT "B"
SPECIAL REQUIREMENTS

A. CONTRACTOR'S FEES.

Section 2.3 entitled "Franchise Fees" is added to read in its entirety as follows:

"The Contractor shall pay a fee to the City in consideration for its permitting Contractor to participate in the Rotation Tow Program. The fee is based on a pro rata share to be paid by each approved Contractor to the City of Bell. The aggregate fees paid by all Contractors shall not exceed Seventy Five Thousand Dollars ($75,000) per calendar year ("Franchise Fee"). (For example, if three Contractors are approved for the Towing Franchise Services Agreement for a given year, each Contractor would pay the City $25,000 per year.) Payment of the Franchise Fee is due on or before July 1st and is due each year this Agreement is valid. The purpose of the fee is to offset the City costs to monitor the Tow Rotation Program, periodically audit and inspect records, administrate complaints, and other administrative duties that otherwise would be borne entirely by the City. The amount of the Contractors Fee has been determined to not exceed the amount reasonably necessary to reimburse the City for its actual and reasonable costs incurred in connection with the program. (Reference California Vehicle Code section 12110.) The Franchise Fee may be renegotiated annually between the City and the Contractor in good faith, as the City determines that adjustments of the fee are necessary, if actual costs for administration of the towing program exceeds or otherwise varies from the estimated costs upon which this Agreement is based. In the event that a Contractor enters into a Towing and Services Agreement which is effective on a date other than July 1 of a calendar year, such Contractor's fee shall be prorated based upon a thirty (30) day month and three hundred sixty (360) days year.

In addition to the Franchise Fee, Contractor shall also pay a one time franchise administrative fee of Three Thousand Six Hundred Thirty One Dollars ($3,631) upon the execution of this Agreement to reimburse the City with the costs associated with the development of this Franchise Agreement.

B. ADDITIONAL INSURANCE REQUIREMENTS.

In addition to the requirements in Section 5.0 of this Agreement, Contractor shall maintain at least the following minimum levels of insurance from an insurance carrier admitted in California, in a form and content satisfactory to City:

a) Commercial Business Automobile Liability as required by Vehicle Code § 16500.5. Bodily injury and property damage with a combined single limit of not less than $1,000,000 for each class of tow trucks. These minimum standards are to include non-owned and hired auto coverage.

b) On-Hook Coverage/Garage Keepers Legal Liability. Insuring the vehicle in tow with limits based on the size of the tow truck.

Class A tow truck	$50,000
Class B tow truck	$75,000
Class C tow truck	$150,000
Class D tow truck	$150,000

c) Garage Liability insurance, including premises and operations coverage for bodily injury and property damage with a combined single limit of not less than $1,000,000.

C. DELETIONS.

Section 5.3 (Performance Bond) is hereby deleted in its entirety.

Section 7.3 (Retention of Funds) is hereby deleted in its entirety

Section 7.9 (Termination for Default of Contractor) is hereby deleted in its entirety.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The approved rate structure for all towing, storage and related services requested by BPD is described herein. Contractor agrees to perform the services described herein to become eligible to receive, as full payment for services rendered, the fees described herein. If Contractor charges rates above those approved by BPD, Contractor shall be in violation of the Agreement and subject to termination.

A. RATES.

The towing and storage rates charged by Contractor shall not exceed the rates charged by the California Highway Patrol ("CHP") in Los Angeles County. Should there be a dispute regarding the fees and charges for towing and/or storage of vehicles or other charges, said dispute shall be decided by the Bell Police Chief or his/her designee. Such decision by the Police Chief or his/her designee shall be final and binding upon Contractor; and Contractor shall not make any demand upon the owner of the vehicle for a sum in excess of the amount determined by the Police Chief or his/her designee. Contractor may request a rate increase if such increase is consistent with and does not exceed the rates charged in the CHP in Los Angeles County, however, any rate increase shall be subject to the approval of the City's Police Chief who may, in his sole discretion, approve or deny any request.

The following rate structure shall apply for all towing and storage services requested by City through BPD and shall be applicable for the term of the Agreement:

1. LIGHT DUTY TOWING RATE: $ 175.00 PER HOUR (1 Hour Minimum)

The base rate per tow shall apply to all towed passenger vehicles and trucks rated at less than 10,000 lbs. gross vehicle weight. This rate also applies to difficult removal work involving the removal of vehicles from deep ditches or flood control channels or burning apart of two entangled vehicles.

2. MEDIUM DUTY TOWING RATE: $ 250.00 PER HOUR (1 Hour Minimum)

The two (2) axle category shall apply to all towed vehicles with a rate capacity of 10,000 lbs. gross vehicle weight to, but not including, vehicles with 30,000 lbs. gross vehicle weight.

3. HEAVY DUTY TOWING RATE: $ 350.00 PER HOUR (1 Hour Minimum)

The three (3) axle hourly rate shall apply to all towed vehicles with a rate capacity of 30,000 pounds gross vehicle weight or more.

The hourly rate for medium and heavy duty towing (two and three axle) shall commence when the tow truck arrives on the scene and includes difficult removal work involving the removal of vehicles from deep ditches or flood control channels, burning apart two entangled vehicles, uprighting overturned vehicles, and the use of special equipment and preparation prior to towing.

4. CITY VEHICLE: NO CHARGE

Contractor agrees that it shall, at no charge, tow such City vehicles as may be requested by BPD from time to time.

5. STORAGE: (Per Day)

a)	Automobiles	$ 55.00 Per Day/Per Unit
b)	Motorcycles	$ 55.00 Per Day/Per Unit
c)	Trucks, under twenty feet (20')	$ 55.00 Per Day/Per Unit
d)	Trucks, over twenty feet (20')	$ 60.00 Per Day/Per Unit

The above standard rates apply per vehicle for storage per twenty-four hour period, or any portion thereof. Contractor shall free of charge tow all vehicles designated for sale in connection with an asset forfeiture proceeding.

6. LOCK-OUTS.

When requested by BPD to assist with a lock-out (e.g., with the use of a "slimjim" or similar device), Contractor may charge up to $ 75.00 where no towing services are provided.

7. ADDITIONAL CONDITIONS:

a) Above towing charges shall apply regardless of the location from which the tow is made or the location of the storage area or garage where the vehicle is delivered. Such towing charges shall include clearing and cleanup of accident site, as required by BPD.

b) There shall be no additional charge for righting an overturned passenger car or light pickup truck, if towing is involved.

c) There shall be no additional charge for disconnecting a drive shaft where required for towing.

d) The service of reconnecting the drive shaft, in the event such reconnecting is necessary, shall be performed without additional charge.

B. POSTING RATE SCHEDULE.

1. <u>POSTING RATE SCHEDULES</u>: Contractor shall post and maintain a sign or signs which have received the approval of the Police Chief, or his/her designee, in a

conspicuous place or places on Contractor's premises, in a location designated by the Bell Police Chief, or his designee, which gives notice of:

a) The approved Rate Schedule for towing and storage services under this Agreement, and

b) The method of payment(s) which are acceptable, which include credit cards and U. S. currency, and

c) The requirement stating that a written receipt shall be supplied by Contractor for amount of payment received, and

d) The telephone number and address of the Bell Police Chief, or his/her designee.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

A. ROTATING CALL LIST

1. City shall use its best efforts to assign requests for towing services to Operator on a rotating basis between Operator and all other towing companies holding tow franchises with the City. Each call for service will be considered one turn on the rotation, regardless of the number of vehicles towed from the scene, and the Operator shall be moved to the bottom of the list. The Operator will send the appropriate number of trucks to handle the call for service, unless unable to do so, in which case Section A. 1. b. below shall apply. City, in its sole and absolute discretion, reserves the right to place a request for towing or storage services out of rotation under any of the following circumstances:

a. At the sole discretion of the Contract Administrator for Operator's failure to perform or in the Contract Administrator's opinion that Operator is unable to perform;

b. There is a multiple vehicle accident that exceeds the capacity of Operator on-call at such time;

c. Operator is unable to respond in a timely manner as set forth in Section B of this Exhibit below;

d. Failure of Operator to make any payments as required by this Agreement; and/or

e. Failure of Operator to remove an employee from his/her service of City calls after City requests the removal of said employee from servicing City's tow and/or storage requests.

2. City shall use its best efforts to assign requests for towing services in connection with the abandoned vehicle abatement program to Operator on a rotating basis between Operator and all other towing companies holding tow franchises with the City. Each call for service will be considered one turn on the rotation and will be limited to one (1) towed vehicle per call. Upon completion of said towing services, Operator shall be moved to the bottom of the list.

3. Subject to the power and authority of City, as provided by law and in accordance with this Agreement, City shall in all cases, in its sole and absolute discretion, determine the quantity, quality, and acceptability of the services provided under this Agreement. City shall, in its sole and absolute discretion, decide any questions that might arise relative to the fulfillment of this Agreement or to the obligations of the Operator hereunder.

B. RESPONSE TIMES.

All services shall be performed in a timely manner, and in no event shall the level of service or response time fail to meet the following requirements.

1. MAXIMUM RESPONSE TIME FOR CRITICAL TOWS: Contractor shall respond to BPD calls for Critical tow circumstances (traffic collisions, impounds, hazards, road blockages) within fifteen (15) minutes from the time the Contractor receives the request to the time the tow vehicle arrives at the location from which the critical tow is to be made. In no event shall the response time exceed fifteen (15) minutes for a critical tow.

2. MAXIMUM RESPONSE TIME FOR NON-CRITICAL TOWS: In no event shall the response time exceed twenty (20) minutes for a non-critical tow. Notwithstanding the foregoing, if Contractor's dispatcher, at the time the call is placed, notifies BPD that a tow unit cannot respond within the maximum response time and gives, in the sole and absolute discretion of the Police Chief, or his/her designee, a reasonable cause therefore, which is beyond the control and without the fault or negligence of Contractor, then Contractor will not be deemed to have failed to respond to a call for service.

3. AVERAGE RESPONSE TIME: The Contractor's response to calls from BPD for towing service shall not exceed an average of fifteen (15) minutes (for both critical and non-critical calls combined) from the time the Contractor received the request from BPD to the time the tow vehicle arrives at the location from which the tow is to be made. Said fifteen (15) minute average response time shall be computed based upon any randomly selected fifty (50) instances of calls for service. Contractor shall record pertinent times on calls received and dispatches to each tow unit by time clock method approved by the Police Chief, or his/her designee.

4. EXCUSED RESPONSE: The response time specified in this Agreement shall be extended because of any delays due to unforeseen causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, unusually severe weather, fires, earthquakes, floods, and/or acts of any governmental agency, including the City, if Contractor shall, within fifteen (15) minutes of the commencement of such delay, notify the Police Chief, or his/her designee, via telephone of the cause(s) of the delay.

The Police Chief, or his/her designee, shall ascertain the facts and the extent of the delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Police Chief, or his/her designee, such delay is justified, and the Police Chief's, or his/her designee's, determination shall be final and conclusive upon the parties to this Agreement.

5. FAILURE TO MEET RESPONSE TIMES. Failure to maintain, at all times, the Average Response Time or failure to meet the Maximum Response Time for Non-Critical Tows or the Critical Tow Time, on three or more occasions within any 365 day period, shall be a material default, constituting grounds for termination of this Agreement.

In addition, since the determination of actual damages for any such failure would be extremely difficult or impractical to determine, in the event of any such failure to meet the maximum response time for non-critical tows or the critical tow time, Contractor and its sureties shall be liable for and shall pay to the City the sum of Three Hundred Dollars ($300) as liquidated damages for each fifteen (15) minutes of delay. Contractor shall be liable for $300 in damages for any delay less than fifteen (15) minutes.

C. CONTRACTOR RESPONSE TO CALLS.

1. Contractor shall respond to BPD calls 24 hours a day, seven (7) days a week, within the applicable maximum response time, as described above.

2. In responding to a BPD call, Contractor shall perform the towing or service required for which Contractor was called. This requirement may be waived by the BPD officer in charge, if the requested equipment is inadequate for the service to be performed.

3. Any failure(s) to (a) respond as required; (b) meet the maximum response time requirements; or (c) perform the required towing or service, shall constitute a default under this Agreement subject to termination.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 9/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TURIACE & ASSOCIATES INSURANCE
9007 Arrow Route Ste 150
Rancho Cucamonga, CA 91730
0B82785

CONTACT NAME: Tina Gould
PHONE (A/C, No, Ext): (909) 980-8996 FAX (A/C, No): (909) 980-5177
E-MAIL ADDRESS: tinagould_taia@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Stratford Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mr. C's Towing, Inc.
Mr. C's Towing of Southgate, Inc.
10821 Bloomfield #C
Los Alimitos, CA 90720
(562) 594-9521

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [x] POLICY [ ] PRO-JECT [ ] LOC OTHER			PGP0300141	4/11/14	4/11/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ ---------- $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO [ ] ALL OWNED AUTOS [x] SCHEDULED AUTOS [x] HIRED AUTOS [x] NON-OWNED AUTOS			PBA0300141	4/11/14	4/11/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Garagekeepers Loc#1/2 On-Hook			PGP0300141 PBA0300141	4/11/14	4/11/15	$500,000 / $500,000 $100,000 / $1,000 Ded	

DESCRIPTION OF OPERATIONS/ LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

Loc#2-4421 Mason Street, Southgate, CA 90280.Re: Garage & Towing Ops
Cert holder is added as additional insured per company form WW433(09/12)
10 day noitce for non payment of premium will be sent in lieu of 30

CERTIFICATE HOLDER
City of Bell
6330 Pine Ave
Bell. CA 90201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE
Gary Hawk

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 9/2/2014

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PRODUCER
TURIACE & ASSOCIATES INSURANCE
9007 Arrow Route Ste 150
Rancho Cucamonga, CA 91730
License#:0B82785

CONTACT NAME: Ana Cummings
PHONE (A/C, No, Ext): (909) 980-8996 FAX (A/C No): (909) 980-5177
E MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: ICW Group Insurance Companies	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mr. C's Towing, Inc.
Mr. C's Towing Of Southgate, Inc
10821 Bloomfield #C
Los Alamitos, CA 90720
(562) 594-9521

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			WPL5021005-03	4/1/2014	4/1/2015	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loc#2-4421 Mason Street, Southgate, CA 90280.Re: Garage & Towing Ops
**********Proof of Coverage **********
*10 day notice for non payment of premium will be sent in lieu of 30

CERTIFICATE HOLDER
City of Bell
6330 Pine Ave
Bell. CA 90201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gary Gauld

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