

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
PD TRANSPORT, INC. DBA SOUTHSIDE TOWING**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PD TRANSPORT, INC., a California corporation and licensed automobile towing service DBA SOUTHSIDE TOWING ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to perform towing services, on a rotational basis, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor's Proposal, attached hereto as Exhibit "A," and the City of Costa Mesa Police Department Tow Policy Guidelines and Requirements, attached hereto as Exhibit "B," both incorporated herein by this reference. The rotational order will be in accordance with the Rotation Rules set forth in Exhibit B.

1.2. Records and Reporting. Contractor shall main records relating to vehicles towed in accordance with the requirements set forth in Exhibit B. Contractor shall submit reports to the Costa Mesa Police Department (CMPD) Traffic Safety Bureau in accordance with the requirements set forth in Exhibit B, and as requested by the Traffic Safety Bureau.

1.3. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

1.4. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement, including but not limited to the requirements set forth in Article 18 (Towing Services) of Chapter II (Regulation of Certain Businesses) of Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.6. Professional Licenses. Contractor shall maintain all necessary licenses, permits, approvals, waivers and exemptions as may be required by Federal, State and local laws and regulations for the provision of the services hereunder, including but not limited to maintaining a Costa Mesa Tow Operator Permit.

1.7. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.8. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.9. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.10. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation to Contractor for Towing Services for Non-City Vehicles.

- (a) Contractor shall charge the responsible party (vehicle owner) directly for the services provided pursuant to this Agreement in accordance with the towing and storage rates established by City Council resolution, which rates may be amended from time to time during the term of this Agreement. City will not compensate Contractor for the towing services provided pursuant to this Agreement.
- (b) Contractor shall charge responsible parties at or below the towing and storage rates established by the City Council.

2.2. City's Administrative Costs. As outlined in Exhibit B, Contractor shall collect the City's reasonably borne administrative costs, in the amount established by City user fees for vehicle impound storage. As of the Effective Date of this Agreement, the fee is Two Hundred Dollars (\$200.00). Such fee may be revised at any time by City Council resolution without requiring an amendment to this Agreement. Contractor shall remit the fees collected on or before the 20th day of each calendar month. Payment of the fees shall be made by check, payable to the City of Costa Mesa, and shall be accompanied by statements indicating the number of towing incidents applied to compute the total fees remitted. In the event City audits Contractor's records and finds an error in the amounts remitted, City may charge Contractor for the costs of conducting the audit. Contractor shall remit payment to City for such costs and remit any amounts determined to be due to City within thirty (30) days of City's request.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City or the Project Manager, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until four (4) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Garage liability insurance, including all premises and operations, for bodily injury and property damage, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence.

- (e) Garage keeper's legal liability insurance for vehicles in the care, custody and control of the Contractor, with a single limit of not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence.
- (f) On-Hook/Cargo Insurance Coverage with policy limits based on the size of the tow truck:
 - a. Class A tow truck \$50,000
 - b. Class B tow truck \$100,000
 - c. Class C tow truck \$200,000
 - d. Class D tow truck \$250,000

5.2. **Endorsements.** The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. **Deductible or Self Insured Retention.** If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. **Certificates of Insurance.** Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Southside Towing
1643 Placentia Ave.
Costa Mesa, CA 92627
Tel: (949) 631-8698
Attn: David Padua

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-4812
Attn: Captain Vic Bakkila

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Notification of Criminal or Civil Actions. Contractor shall notify the City in writing within thirty (30) days of becoming aware of the filing or initiation of any criminal or civil proceedings naming as a party any person holding a financial interest in Contractor's business.

6.6. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.7. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.8. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.9. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.10. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.11. Independent Contractor. Contractor is and shall be acting at all times as an

independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.12. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes

or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole

benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

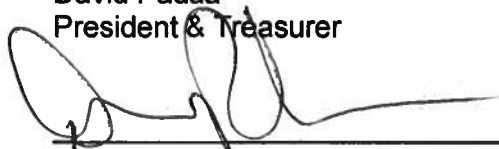
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR




David Padua
President & Treasurer

Date: 6-30-2020



Donna Padua
Vice President & Secretary


Date: 6-30-20

CITY OF COSTA MESA


Lori Ann Farrell Harrison
City Manager

Date: 8/3/20


ATTEST:



Brenda Green
City Clerk




APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 8/3/20


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 7/27/2020

APPROVED AS TO CONTENT:



Vic Bakkila
Project Manager

Date: 7-29-20

DEPARTMENTAL APPROVAL:



Bryan Glass
Police Chief

Date: 07/29/20

APPROVED AS TO PURCHASING:



Carol Molina
Acting Finance Director

Date: July 23, 2020

EXHIBIT A

CONTRACTOR'S PROPOSAL

SOUTHSIDE *Towing*



RFP 20-08 C03073

Cover Letter

Thank you for the opportunity to respond to this Request for Proposal. It gives us great pride to know that we qualify and hope that the years of preparation for this contract will be evident in our response.

Our office is located at 1643 Placentia Avenue in Costa Mesa.

In our response, you will find that our method of approach goes above and beyond the scope of work. We strive for excellence and we are on an everlasting quest of self-improvement. That commitment is evident in the display of quality in our methods.

We are confident our experience and qualifications will impress you. We have countless years of experience between us and are eager to work for you. We have provided a sound cost proposal to accompany sound company financials.

We look forward to a positive response from you.

As founder and owner of Southside Towing, I would like to thank you once more for this opportunity and look forward to working for our City. If you have any questions, feel free to call me at (949)631-8698

Sincerely,

David Padua

P.D. Transport Inc.

Check List of Forms

- ✓ Vendor Application Form
- ✓ Ex Parte Communications Certificate
- ✓ Disqualification Questionnaire
- ✓ Disclosure of Government Positions
- ✓ Company Profile & References
- ✓ Bidder/Applicant/Contractor Campaign Contribution
- ✓ Staffing Plan
- ✓ General Questionnaire/Requirements
- ✓ Cost Proposal



Vendor Application Form for RFP NO.20-08

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: PD Transport

Contact Person for Agreement: David Padua

Corporate Mailing Address: 1643 Placentia Ave.

City, State and Zip Code: Costa Mesa, CA 92627

E-Mail Address:
dave@southsidetowing.com

Phone: 949-631-8698

Fax: 909-806-6021

Contact Person for Proposals: David Padua

Title: CEO, Manager

E-Mail Address: dave@southside-towing.com

Business Telephone: 949-631-8698

Business Fax: 909-806-6021

Is your business: (check one)

NON-PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Names & Titles, Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names Title Phone

1. Name: David Padua
 - a. Title: President & Treasurer
 - b. Phone: 949-289-4600

2. Name: Donna Padua
 - a. Title: Vice President & Secretary
 - b. Phone: 949-631-8698

Federal Tax Identification Number: 20-8026490

City of Costa Mesa Business License Number: 28821

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 8-31-2020

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements.

Only sign one statement.

I certify that Proposer and Proposer's representatives have not had any communication with a City Council member concerning RFP No. 20-08 TOWING SERVICES at any time after February 11, 2020.

Date: _____

Signature

Print

OR

I certify that Proposer or Proposer's representatives have communicated after February 11, 2020 with a City Council member concerning RFP No. 20-08 TOWING SERVICES.

A copy of all such communications are attached to this form for public distribution.

Date: _____

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes ___ No X

If the answer is yes, explain the circumstances in the following space.

Disclosure of Government Positions

Each Proposer shall disclose below whether any owner or employee of Contractor currently holds positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

COMPANY PROFILE & REFERENCES

Company Legal Name: PD Transport Inc., D.B.A. Southside Towing

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: NA

Business Address: 1643 Placentia Ave., Costa Mesa CA 92627

Website Address: Southside-Towing.com

Telephone Number: 949-631-8698 Facsimile Number: 909-806-6021

Email Address: dave@southside-towing.com

Length of time the firm has been in business: 20 Years

Length of time at current location: 20 Years

Is your firm a sole proprietorship doing business under a different name: Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: Yes No

If yes, State of Incorporation: California

Federal Taxpayer ID Number: 20-8026490

Regular business hours: 8am - 5pm Monday - Friday

Regular holidays and hours when business is closed: Available for towing and vehicle release
24 hours a day. We observe City recognized holidays

Contact person in reference to this solicitation: David Padua

Telephone Number: 949-289-4600 Facsimile Number: 909-806-6021

Email Address: dave@southside-towing.com

Contact person for accounts payable: Christine Peterson

Telephone Number: 949-631-8698 Facsimile Number: 909-806-6021

Email Address: southsidetowing.billing@gmail.com

Name of Project Manager: David Padua

Telephone Number: 949-289-4600 Facsimile Number: 909-806-6021

Email Address: dave@southside-towing.com

PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: Newport Beach P.D. Telephone Number: 949-644-3740

Contact Name: Lt. Joe Cartwright. Contract Amount: _____

Email: jcartwright@nbpd.org

Address: 870 Santa Barbara Dr. 92660

Brief Contract Description: Police Towing

Company Name: Orange Police Telephone Number: 714-936-4549

Contact Name: Sgt. Phillip McMullin Contract Amount: _____

Address: 1107 N. Batavia St. Orange Ca. 92867

Email: pmcmullin@orangepd.org

Brief Contract Description: Police Towing

Company Name: California Highway Patrol Telephone Number: 714-567-6000

Contact Name: Scott Helberg Contract Amount: _____

Address: 2031 E. Santa Clara Ave. Santa Ana 92705

Email: shelberg@chp.ca.gov

Brief Contract Description: Police Towing

Company Name: OC Sheriffs Telephone Number: 949-425-1860

Contact Name: Sgt. Jasper Contract Amount: _____

Address: 11 Journey Aliso Viejo Ca. 92565

Email: None – contact via telephone number noted above.

Brief Contract Description: Police Towing

Company Name: AAA Roadside Southern California Telephone Number: 714-424-8192

Contact Name: Aaron Lieberman Contract Amount: _____

Address: 3350 Harbor Blvd. Costa Mesa CA. 92626

Email: Lieberman.Aaron@aaa-calif.com

Brief Contract Description: Roadside Service, Towing, Lockouts, Jump Starts, Etc.

Staffing Plan

1. Primary Staff to perform work under this agreement

Name	Classification/Title	Years of Experience
David Padua	Owner	20
Donna Padua	Owner	20
Gerzon Lara	Manager/Lead Technician	17
Anthony Axton	Lead HD Technician	15
Fernando Bassoco	Night Manager	7
Ben Ashrafi	Office Manager	10

2. Alternate Staff (for use only if primary staff are not available)

Name	Classification/Title	Years of Experience
Matt Signoretti	Sweeper Operations	15

Substitution or addition of Proposer's key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.

GENERAL QUESTIONNAIRE/REQUIREMENTS

Please give detailed and specific answers for questions that require an explanation. Use additional sheets of paper if additional space is needed and include the corresponding question number next to your answer.

Yes / No **Tow Service Requirements**

- / 1. Towing Services are available on a 24 hour/7 days a week basis?
- / 2. Do you have a valid and current DMV Certified California Motor Carrier Permit? ****If yes, give ID # CA336161**
- / 3. Is business office located within a five (5) mile radius from the Costa Mesa Police Department? Please provide your business address and distance in miles from Costa Mesa Police Station. **1643 Placentia Ave. Costa Mesa CA. 92627 (3.6 miles)**
- / 4. Towing company is able to respond to normal towing requests within 15 minutes and within 45 minutes when a heavy duty (Class C) or super heavy duty (Class D) tow is required. ****If not, please explain.** _____
- / 5. Do you participate in the DMV Employer Pull Notice (EPN) Program? ****If yes please provide explain. **The EPN allows us to monitor our technicians driving record and being enrolled is required by most public agencies. Our Requestor Code is W-7279****

Yes / No **Tow Yard Requirements**

- / 6. Does your storage area meet the requirements in the Tow Police Guidelines and Requirements (pages 5-7)? ****If no, please explain.** _____
- / 7. Is storage facility accessible twenty-four (24) hours a day, seven (7) days a week? ****If not, explain.** _____
- / 8. Do you have a secondary storage facility?
- A. ****If yes, give facility address(es) and distance in miles from business office and from Costa Mesa Police Facility. **Yes. 1598 Placentia Ave., Costa Mesa, and is 3.6 miles from the police department and just .1 miles from our primary storage facility. Vehicles for this contract will be stored at our primary storage facility located at 1643 Placentia Ave., Costa Mesa****

****Where will you store vehicles towed or impounded from Costa Mesa under this contract? Please provide address. 1643 Placentia Ave. Costa Mesa Ca 92627**

/ 9. Does your evidence hold area meet the requirements in the Tow Police Guidelines and Requirements (pages 6-7)? **If no, please explain.

/ 10. Do you own one or have access to an agreement with another company for one (1) Class C and one (1) Class D tow truck? **If yes, please provide specific information. **Yes, WE own both types of units. We have (1) Class C, and (2) class D ch**

Yes / No Business Office

/ 11. Do you have a full-time manager that has a minimum of two (2) years verifiable for RFP 20-08 C03073 Page 37 of 69 hire towing experience in the County of Orange? Please provide proof. **Gerzon Lara, Fernando Bassoco. See Key employees: Exhibit A.**

/ 12. Are signs that identify business to the public as a tow service visible and legible from the street during daylight and evening hours?

/ 13. Are business hours and fees pertaining to tow service, storage charges, and miscellaneous related charges posted for public view in an unobstructed area inside the office?

/ 14. Does business provide a number to call for service when the office is closed? If yes, please provide an explanation of procedure. **Yes. A sign in posted on the exterior of the building stating who and what number to call for service. We have a live 24-hour dispatch, someone will always be there to answer the phone and provide service.**

/ 15. Does your business have a reliable communication system in place that enables requests for service 24 hours a day/7 days a week? **If yes, please explain what this system is. **Yes. 949-631-8698. WE have landlines at each location backed up by an internet telephone system. When the phone rings, it rings at all offices. So, if there is a power outage or some other problem that prevents one office from answering the phone, other offices back up.**

/ 16. Is the telephone number answered by a live voice that can respond to customers and attend to their requests after normal business hours including weekends and holidays? Provide details. **Live dispatchers 24 hours a day.**

/ 17. Does business have a procedure to train its employees on company policy, customer service, handling transactions related to towing, storage, and release of property and/or vehicles, customer service? **If yes, please provide an explanation of procedure. **Yes. Company Policy: Employees begin their training during the waiting**

period for background clearance. Employees are given reading materials and workbooks and are instructed to read and complete the questionnaire and workbooks prior to being placed on the schedule.

Yes / No Tow Truck Drivers

[X] / [] 18. If you are the owner, do you have a minimum of two (2) years verifiable for hire towing experience in the County of Orange? **Provide additional information for consideration. **The owners of Southside each have 20 years of experience. Their resumes are attached. See Exhibit A (attached)**

[X] / [] 19. Do you have a full-time driver that has a minimum of two (2) years verifiable for hire towing experience in the County of Orange? **If yes, how many drivers do you have that have the minimum two (2) years verifiable for-hire towing experience in the County of Orange? **18 Drivers.**

[X] / [] 20. Do you have at least one (1) driver who has five (5) verifiable years for hire salvage and recovery experience? **If yes, how many drivers with five (5) verifiable years for hire salvage and recovery experience do you have? **Yes. Approximately 13 drivers have 5 verifiable years of salvage and recovery experience.**

[X] / [] 21. Are Tow Truck Drivers at least twenty-one years with the proper licenses and medical certificates? 22. Provide a picture of employee in uniform. **See Exhibit B (attached)**

Yes / No Tow Truck Drivers Training

[X] / [] 23. Does business have a procedure to train its truck drivers in the proficient use of the tow truck and related equipment and in performing towing and recovery RFP 20-08 C03073 Page 38 of 69 operations in a safe and expedient manner? **If yes, explain procedure. **Our drivers are certified through AAA and the CTTA for on scene management, use of equipment, and salvage/recovery operations. Drivers are trained on how to use and inspect safety chains (used in the event of loss of a vehicle while in tow), recovery chains (used when rolling vehicles over or pulling vehicles out of off road situations), winch cables, how to use oil absorbent properly and efficiently, snatch blocks (setting up a manual and/or motorized pulley), among other things. In these classes, instructors cover a wide range of use cases and scenarios. All employees must possess a certificate issued by these entities that documents their proficiency in these areas to qualify to work for some of the public agencies we service. Moreover, we conduct rollover demonstrations at our facilities as refresher opportunities and for fun.**

Company Orientation: During the company orientation process, employees are placed with another seasoned Southside employee for a period of 1 to 2 weeks. During this time, the new

hire will be exposed to real world conditions and situations, safety procedures, technical procedures, scene management, customer service and company culture. After the 1 – 2-week company orientation period is completed, the employee will begin 3rd party certifications.

3rd party certifications: By now the new hires' application is approximately 4 – 6 weeks old and we've gotten to know him/her well. We now feel confident enough to invest further into the new hire and pay to have his/her certifications completed and or renewed. We use the California Tow Truck Association (CTTA), Auto Club of Southern California (AAA) and California Highway Patrols' Traffic Incident Management (TIM) program as 3rd party affiliates for formal certifications. The certifications included are the following:

- Customer Service, Highway Heroes Have Heart: Provided by AAA.
- Technical Orientation: Provided by AAA
- Operations Light Duty (Roll Over): Provided by AAA
- Vehicle Unlock: Provided by AAA
- CTTA Tow Truck Training: Levels 1 through 7
- Traffic Incident Management: Provided by the CHP
- Miller Industries Heavy Duty Recovery and Rigging

Yes / No Tow Truck Classifications and Equipment

/ 24. Class A: Light Duty – Does business have a minimum of two (2) operational tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of 10,000 to 19,500 with wheel lift capability or car carrier? If yes, how many? Provide specific details. **See Exhibit B (attached)**

/ 25. Class A: 4WD – Does business have 4-wheel drive tow trucks with a manufacturer's GVWR of less than 14,000 lbs.? **Currently on Order.** If yes, how many? **One.**

/ 26. Class B: Medium Duty – Does business have a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 26,001 lbs.? Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?) **Yes. See Exhibit B (attached)**

/ 27. Does business have any Class B tow truck(s) not equipped with portable tow dollies? If yes, how many? (Trucks not equipped with portable tow dollies are allowed to operate on a Class A rotation tow list if available 24 hours a day/7 days a week.) **1 20 Ton 3 Axle.**

/ 28. Class C: Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a manufacturer’s GVWR of at least 48,000 lbs. that can respond within 45 minutes? Own vehicle X Has access to Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)

/ 29. Class D: Super Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a GVWR of at least 52,000 lbs. that can respond within 45 minutes? Own vehicle X Has access to Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle? **See Exhibit B (attached).**

/ 30. Does business maintain and equip tow trucks with auxiliary equipment to be used when appropriate in order to properly and safely tow vehicles? Please provide details. **YES. See Exhibit D (attached).**

Southside Towing maintains a forklift capable of being transported to an accident scene for cargo recovery due to an accident.

For traffic accident scenes with excess amount of clean up, we can deploy 1 of 3 street sweepers upon request.

All of which are charged out based on the attached cost proposal for standard tow rate.

/ 31. Is a comprehensive and current pricing sheet for services maintained in all tow trucks?

Yes / No Financial Interest

/ 32. Do you own more than 50% of another tow business or are you the parent or subsidiary of another towing company? **If yes, list other business(es), include city, state, and ownership capacity, e.g., owner, subsidiary, etc. **Southside Towing Lake Forest Ca. 50%**

/ 33. Are you directly involved with any other towing business? **If yes, list other business(es) and your involvement, e.g., owner, subsidiary, etc. **Southside Towing Lake Forest Ca. – Co-owner.**

/ 34. Are you directly or indirectly associated with a company providing private security services? **If yes, please identify and provide details.

/ 35. Are you associated with any other towing service company that may participate in this RFP? **If yes, please provide details.

Yes / No Records

/ 36. Are all originals records of business transactions retained on-site? **If no, explain where records are kept and give location name and address.

/ 37. At a minimum, do business invoices include vehicle description, service begin and end time, type of service, location of service, itemized cost breakdown of service, driver's name, and type of tow truck used? **Please attach a blank original invoice. **See Exhibit G (attached)**

COST PROPOSAL

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work, Attachment A. Proposer should use a separate form to state pricing for any added value.

DESCRIPTION	RATE
Towing	
Basic Tow	\$193.00
Flatbed or Medium Duty Tow	\$211.00
Heavy Duty Tow	\$366.00
Motorcycle Tow	\$211.00
Storage	
Outside Storage Car	\$ 50.00
Inside Storage Car	\$61.00
Outside Storage Truck	\$59.00
Inside Storage Truck	\$71.00
Motorcycle Storage	\$28.00
Labor	
Tow Dolly	\$67.00
R&R Linkage/Driveshaft	\$35.00
Rollover/Winching	\$87.00
Hourly Labor	\$193.00
After Hour Release (Before 8:00 a.m. and after 5:00 p.m.)	\$66.00
Service Call - minimum	\$132.00
On-Scene Release	Half of the applicable tow rate.

Total Estimated Annual Price	\$0.00, please refer to explanation below.
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Pricing shall remain firm for a minimum of one (1) year. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

We were unsure on how to answer the question "Total Estimated Annual Price". We understand the rate schedule is conditional, and fees are paid by the owner of the vehicle. And we will honor the fee's set forth by the City of Costa Mesa.

Background/Project Summary

The City of Costa Mesa requires the assistance of a professional tow service contractor that can serve the City and its resident with the highest degree of customer possible. We understand that police officers and City staff have more important jobs to do and towing vehicles is a necessity most people prefer not to be a part of their day. At Southside, we aim to make the encounter as painless as possible. Our service will be expeditious yet safe. Our certified staff is courteous and professional. Always demonstrating proper understanding and comprehension of the task at hand. Providing exceptional service isn't easy, however, we have become very accustomed.

You may rest assured that Southside will always be ready to assist. We stage our tow trucks around the city to assure expedited time of arrivals for all calls. We have perfected our techniques working with the surrounding police departments clearing accident scenes, as well as AAA roadside services. Our drivers will clear the roads of disabled vehicle and debris as expeditiously as possible. Loading vehicles safely and getting them to their destinations.

Our facility is always clean, presentable, secure and hopefully worthy of your representation. Southside Towing's main facility is a fortress. Holding vehicles worth \$100,000 plus dollars is not new to us. We know how to deal with these and their owners. Our staff knows and understands the purpose of the Evidence Room and will not grant access to just anyone. We use a state of the art, time stamped cloud based, deadbolt system with individual passcodes. The deadbolt notifies the owner and managers immediately upon opening, closing, and tampering the system. This assures a 100% safe and secure facility.

Conducting business with other public agencies and the public in general, you can rest assured Southside breathes professionalism. Our invoicing is detailed. Documentation is meticulous. If any claims of any type arise, we know where to begin working to solve the problem. We know that city staff has more important things to do than to settle disputes between its contractors and residents.

We can confidently assure that, given the opportunity, the services requested will be handled promptly and professionally.

Thank you.

Method of Approach:

First off, we'd like to thank you for the opportunity to respond to this RFP. It gives us great pride to know that we qualify and we truly hope that our years of preparation for this opportunity is evident. With that said, allow us to explain our method of approach by covering the basics which are the facility, equipment and our staff. Then, we will walk you through the process of responding to a request for tow from CMPD Communication Center to tie it all together.

Our Main Facility is located at 1643 Placentia Avenue in Costa Mesa. The property is approximately 36,000 square feet. The Main Facility uses a high-tech surveillance system with motion triggered recording. Our camera data is held for approximately 90 days.

Our Release Office is located at our Main Facility. It is staffed 24 hours a day and 7 days a week. The hours of operation there are Monday through Friday, 8am to 5pm. It is closed to the public during all City recognized holidays. A sign is posted outside that instructs the public of our hours of operation and a number to call for after-hours services. Inside, the waiting area consists of more signage that describes and defines posted rates, a valid business license, and 2 release terminals to minimize wait time for vehicle owners wishing to retrieve their vehicle or belongings. The release windows are clear and not tinted allowing for normal and non-hostile interactions with clients. The size of the waiting area is 100 square feet. The waiting area is equipped to record all interactions that take place within the waiting area. Signs are posted that inform visitors of the recording of all interactions. The waiting area is clean, well-lit and well suited to represent the City as a place of business for its contractor.

Within the same building as our Release Office is our Evidence Room. The Evidence Room is secured from unauthorized access with a Smart deadbolt that logs the time when it opens and closes and immediately notify the owner and managers via smartphone app. Inside the entry door is a sign-in sheet that must be filled out prior to authorized entry. The Evidence Room is approximately 1100 square feet with tri-level parking lifts and can securely store 13 vehicles. The room is well lit, free from general debris and non-evidence related vehicles. A surveillance system is in place to monitor the room at all times. There is no unauthorized foot or vehicular traffic in this room. It is available to the City and its staff at any time, free of charge and for unlimited use.

The Outside Storage area is approximately 26,000 square feet. This includes open space requirements set by the City. We feel that we can store well over 100 vehicles safely, securely and comfortably in our Outside Storage area. The hours of operation are the same as the Release Office which is stated above. The area utilizes LED energy efficient lighting. The lighting system is on a timer and it is well-lit after hours. The area is also surveilled by a surveillance system at all times. The Perimeter of the Outside Storage area highly discourages unauthorized entry. The main gates that are used for entry into the Outside Storage area are 10 feet high with an additional 2 feet of barbed wire and razor ribbon. The facility is wrapped with 6-foot-high block walls at minimum. Attached to the topside of the walls, there is a 3-foot-high chain link fence and above the fence is 2-foot-high barbed wire and razor ribbon. That is a 12-foot high and 11-foot-high barrier to entry for the gates and perimeter, respectively. The appearance of the Outside Storage area is clean and free from junk and debris.

Moving on to our equipment. Our equipment consists of our tow trucks on the road and state of the art software in the office that geo maps each individual truck's location. We understand the City's expressly stated needs for fast response times, and with our software, we can assure we dispatch the closest unit to the scene.

Our equipment on the road can be broken down into multiple categories. Southside is proud to offer flatbed, light, medium and heavy-Duty tow trucks, as well as offering a sweeper service for prompt clean-up of accidents/collisions.

Our drivers are equipped with a company phone, Zello app for providing two-way communication, tablet with our state of the art Omadi dispatch software, and hands-free mounts for both.

All of our units comply with the California Vehicle Code governing for-hire tow trucks and we go above and beyond what is required in this RFP. All tow trucks are equipped to the CHP standards including: a shovel, broom, fire extinguisher and so on. Attached in Exhibit F is our Tow Truck Inspection Guide that was provided to us by the California Highway Patrol. On this form, you will find all of the details of what's requested in the RFP and more. All of our units pass an annual CHP inspection and are under continuous scrutiny by CHP as well. All trucks must possess a sticker in plain view that is only issued upon passing of a CHP inspection. Southside has been a member of CHP's rotational tow roster since 2011. All Units are white with red lettering that states the company name, telephone number and address.

Except for Car Carriers, all Class A tow trucks are operable from the inside of the cab. This is a nice feature for our Police accounts because it allows the driver to clear a small multi-vehicle traffic collision accident, without debris removal, in under a minute. Units have outside controls as well. CMPD invoicing requirements are easily applied and a specific template can be used specifically for CMPD related tows. All templates can be tracked with reference numbers that can trace back to any vehicle towed.

That concludes our Method of Approach. We hope this section of our response illustrates a clear picture of what you can expect from us.

Southside Towing can be reached telephonically by calling our main line (949) 631-8698. We have live dispatch available 24 hours a day, 7 days a week. A live person will always answer your call, or in the event of an emergency, please contact: Days: Gerzon Lara, 714-724-4320, Ben Ashrafi, 714-351-1923, Nights: Fernando Basocco 951-347-1556, David Padua, 949-289-4600. Southside operates from 3 locations. Will not subcontract out any towing services except for street sweeping to Sweeper Guys for service clean up needs. Our telephone system is web based and when the phone rings, it rings at all 3 locations. In the event of a power outage or high call volume, you can rest assured that the telephone will not ring an excessive number of times before being answered. We have caller ID or we can assign a special ringtone for the number that CMPD usually calls from and that ringtone will translate to priority call coming in to our dispatchers' ears. We will eagerly answer your call.

The office is staffed 24 hours a day, 7 days a week. Ben Ashrafi, a key person for this RFP, overlooks the entire operation from a dispatching standpoint and performs minimal administrative tasks. His main job description is having the tow trucks staged in different parts of the city assuring maximum efficiency.

Our dispatching procedure depends heavily on our business software. We have secured regionally exclusive rights to our software and this was a condition of purchase when we negotiated with the tech company. We immediately saw the competitive advantage our software provides and seized the opportunity to lock us into a relationship that benefits our clients.

Upon receiving a request telephonically from CMPD Communications Center, our dispatchers' priority is to enter data into the system so that the request may be sent out to an available qualified technician. At this point, our dispatcher will be sure that the closest most qualified driver is selected and will make sure that that driver has an operating truck that is fully equipped and ready to go.

We provide company issued smartphones for communication and utilize a 2-way radio application called Zello. Zello has proven to be a useful tool for us as it is reliable and allows playback. We frequently use the playback feature for reference. The request is sent over digitally using our business software.

Upon receipt, the technicians' phone will ring and the technician has the option to either accept or decline the request. Assuming an acceptance is selected, the technician's phone immediately directs the technician to a google maps page. The page provides step by step directions and an estimated time of arrival (ETA). The ETA and new status are now relayed back to dispatch, notifying them that the request for service has been accepted and the given ETA. A dispatcher is promptly and automatically notified if the ETA is higher than the contractually allowed time.

The technician should arrive on scene as expected and within the allowed time. As the technician arrives on scene, the dispatcher is notified of his/her arrival and the status of the call will change from "in route" to "arrived". Be advised that these status changes are

triggered based on GPS and are date and time stamped. This helps with tracking and other reasons for reference.

The technician's priority is to tend to the officers that are on scene. The technician will not begin work unless he/she has received approval and/or instruction from the officer. During this time, the technician will use the company issued smartphone to take pictures of the vehicle involved and document relative information from the scene. The information is uploaded real-time to our servers. Even though the driver has not verbally relayed information to dispatch, dispatch is fully aware of the situation at hand. Assuming the vehicle is safely loaded and the scene is clear, the driver will then depart for his/her assigned destination. The status of the tow request will now change to "In Tow".

In the truck, a rate sheet explaining all of our rates can be found along with other documents. The rates are also set in the software and the driver only needs to refer to the smartphone for pricing.

The drivers' destination is usually predetermined. If we are to assume this is the case, the driver will then receive step by step directions to his/her destination. The driver's destination in this situation is the Main Facility for storage.

As the driver arrives at the Main Facility, his status will change to "Dropping". At this point the driver is instructed via the business software to take tow photos and document vehicle information for inventory.

While in inventory, the vehicle will be available to the registered owner for inspection and release and vehicles are accounted for daily. Alex Ashrafi is charged with maintaining the office and the facility in general and works under Mr. Lara. Mr. Ashrafi has been with Southside since 2011. Every day, he prints out a list of vehicles in inventory and manually checks to see if all vehicles are accounted for. In the event of a missing vehicle, Mr. Ashrafi's priority is to notify the owners. The next step taken is to immediately playback the video recordings to see what exactly happened to the vehicle. If it is apparent that a theft had taken place, we immediately contact the Police Department and file a stolen vehicle report. We have this procedure in place and have, thankfully, never followed through to the last steps. Sometimes mistakes do happen and vehicles are released but inventory isn't updated or an error took place.

In the case of personal belonging claimed to be missing, Mr. Ashrafi's first step is look at the vehicle file in the system and check for prior property release. Then, pre-tow photos are examined to determine if the items were there and are missing. The next step is to play the video recording back to see if the vehicle was tampered with while in inventory. We then analyze the GPS report for the truck that towed the vehicle to yard to confirm that no stops were made. We then take a statement from the driver that towed the vehicle and an incident report is created. The driver's name is tagged in the report so the system can flag previous instances in future cases. As for the missing items, a value of the missing items is established by the company owners and the vehicle owners. Next, the police department that authorized the tow is informed of the situation and the vehicle's owner is paid for his/her missing items.

Sometimes, mistakes can happen during a tow and vehicles are damaged either in transit or at the storage facility. In these cases, we follow a similar path as missing personal property claims and proceed to a conclusion that satisfies all parties involved.

When private property is damaged, the owners of the property and the company are notified by the driver and his/her supervisor. Again, we follow the facts and come to a conclusion that satisfies all parties.

When complaints arise, comments can be attached to the call in OMADI (our business software) or an incident report is created. There is a process in the incident report form that walks the employee through receiving a complaint and key questions are required to be answered so that employee can move on to something else in the system. Upon receiving the complaint, we consider the validity of the complaint and chase the facts and get to the bottom of it. Some complaints are serious and some are not, however, all complaints are reported to David Padua, owner. One thing that is sure to happen is documentation.

At Southside, we have several policies and procedures in place that are designed with the cities policies/procedures. Policy changes are notified to our customers and the city by posting signage in our lobby. An example of this is when we get notification from the city of rate changes. We will then update our signage in our lobby with the new rates.

1. **Property Release:** This is when a Registered Owner (RO) comes in to simply take property from the vehicle. We allow RO's to take only loose items. RO's may not take vehicles apart unless authorized by the PD. The procedure here is as follows.
 - a. Establish proof of ownership or right to access.
 - b. Examine Tow Report (form provided by the police officer at the time of tow). There are a number of reasons for this. The vehicle can be held for evidence or there may be notes in the system or on the tow report to contact PD in the event of property release. Sometimes property releases can be conditional and conditions are set by the arresting officer. They may also require a Property Release form to be issued by the PD.
 - c. Take inventory of items taken and document inventory.
 - d. Document the property release itself for record and reference.
2. **Viewing Vehicle:** RO's may want to come in and take pictures of their vehicle. In case we follow the same procedure for Property Release. RO's may not take pictures of other vehicles in the Storage Area, however, they may bring materials to take protective measures of their vehicle.
 1. Establish proof of ownership or right to access.
 2. Examine Tow Report.

If the vehicle is not picked up within 72 hours, the lien process begins. The lien process requirements are described in detail in the vehicle code stated in the RFP. Basically, a qualified vendor visits our facility twice a week to take a list of vehicles to be liened. Each vehicle on that list is declared stored at our facility to all parties that have interest in the vehicle per the DMV database. On the same declaration, the fees are stated and the vehicle

sale date is established. All parties that received these letters whose delivery is certified by the United States Post Office advised of their options. There are times when people call and ask for vehicle conditions and other information regarding the tow but are denied that information unless they can establish a right to access that vehicle.

3. Vehicle Release: This is when a RO comes in to retrieve their vehicle.

Similar procedures are followed here as well but more steps are involved.

- a. Establish proof of ownership or right to access.
- b. Examine Tow Report.
- c. Completed release form from CMPD (this can be obtained in person or sent to us via email by CMPD).
- d. Photo copy or scan all documents including identification documents.
- e. Collect fees
- f. Document release information and release vehicle from system inventory.
- g. Walk designated drivers out to vehicles and allow them to drive vehicles out.

Southside utilizes a relatively sophisticated software to run its business. This includes the Vehicle release procedure. Everything that takes place is tracked and stored for record. Southside Towing can grant secured web access to our system so that CMPD staff can access and upload information to our servers regarding a vehicle. Another way of receiving information is via email. Our software can easily import PDF documents into our servers and store them indefinitely with vehicle files.

We have reviewed the reporting requirement and can tell you with full confidence that our system can provide any report that CMPD may want. Monthly reports can be delivered via email to any designated email address. Reports can be printed at CMPD via web access and CMPD is welcome to come anytime to inspect physical records and system information as well.

Transactions can generate automated alerts as well. The alert can come over as standard with standard PDF documents to back the information up. Every single release invoice along with the related documents, picture and any related data can be automatically sent to a specified email(s). The system can label the emails in such a way that CMPD need not to pay us a visit or even notify us of an inspection as the inspection can be done from anywhere. This offers an alternative delivery service for our reports.

Qualifications and Experience

- PD Transport is a California corporation doing business as Southside Towing. PD Transport incorporated in 12/22/2005. Its address is 1643 Placentia Ave., Costa Mesa 92627. It has operated from that office since its creation in 2005.

Its officers are as follows:

- a. David Padua, President and Treasurer.
- b. Donna Padua, Vice President and Secretary.

1. The owner is a Corporation.
2. 15 years
3. No other entities are owned or operated in Orange County.
4. None
5. The following are a list of Public Agencies we provide service to that is similar in nature to the service requested in this RFP.
 - a. **Orange Police Dept.**, Rotational Towing Service since 2011.
 - Sgt. Phillip McMullin
714-936-4549
pmcmullin@orangepd.org
1107 N. Batavia St. Orange CA 92867
 - b. **Newport Police Dept.**, Rotational Towing Service since 2016.
 - Lt. Joe Cartwright
949-644-3740
jcartwright@nbpd.org
870 Santa Barbara Dr. 92660
 - c. **Orange County Sheriff's Dept. Costa Mesa, Lake Forest, Orange Rotational Service** Since 2011
 - Sgt. Jasper
949-425-1860
11 Journey, Aliso Viejo, CA 92656
 - d. **California Highway Patrol, Orange.**
 - Scott Helberg
714-567-6000
2031 E Santa Clara Ave. Santa Ana CA 92705
 - e. **California Highway Patrol, San Juan Capistrano**
 - Officer Tyler
949-487-4000
32951 Camino Capistrano San Juan Capistrano CA.
 - f. **Cal State Fullerton Police**, Rotational Towing Service Since 2010
 - Chief Dennis Damaio
657-278-2515
800 N. State College, Fullerton CA 92831

g. UCI Parking and Transportation

- 401 E Peltason Dr.
Irvine CA 92517

The following is a description of Southside's Qualifications, Experience and Unique abilities.

Qualifications:

In our opinion, what qualifies us is our staff, tools and equipment, and our facility.

We ensure a quality team by hiring and continuously educating and/or certifying intelligent and capable individuals. Southside seeks out the best drivers in the industry and pays well to sign them on. Our hiring process is rigorous. We need get to know you before we hire you. We drug screen, check references, run criminal background checks through Hire Right and Department of Justice and conduct several informal interviews. Our team members are highly motivated, highly skilled, decorated, long term employees. They are some of the best in the business and are ready to handle anything presented to them at a moment's notice.

As for our tools and equipment, I'd like to start by articulating Southside's capabilities within the realm of towing services by giving you a general overview of the equipment on hand. Southside deploys a range of trucks and equipment that will handle any tow request. In the towing industry, there are basically two types of trucks. One is conventional or wheel lift, and the other is a carrier or flat bed. In order for any towing company to be successful at providing continuous availability, a company must not only have these two types of trucks but also cover wide ranges in these two basic truck types.

For this project, Southside Towing offers 13 trucks of both types covering all industry ranges. At one extreme, we're one of the few companies in the local area that possesses a small enough tow truck that can fit into a subsurface or parking structure with a 6'2' clearance. At the same time, we're also one of a few companies in the area that possesses (2) 3 axle, and (1) 4 axle heavy duty tow trucks that actually performs heavy duty roll over recovery operations on and off highways. Our equipment handles a wide variety of situations.

To back all of this up, we have state of the art software. Southside enjoys regionally exclusive access to the most advanced towing software available. Our Software is highly customizable and allows us to provide our clients with unique features such as customizable reporting and client web access portals. City staff members can be granted individual user names and passwords and have 24-hour access to our inventory, pictures, and other data. The system provides automated alerts with PDF style documents that are printable and shareable. A City staff member, for example, can have an automated alert delivered right to their email inbox that illustrates the service provided for each individual tow. The alert can be accompanied with any data collected during the process of the tow and surrounding events. That means pre-tow photos, post-tow photos, metadata, GPS data, pricing, quotes and even internal documentation. All data is uploaded real-time. Data is date, time, and GPS stamped... We are completely

transparent. Our system is very sophisticated. Itemized invoices and things of that nature are elementary to us.

Moving on to our facility which is conveniently located just 3.6 miles from the Costa Mesa Police Dept. There, an attendant is on standby 24 hours a day. The facility has just under an acre of outside storage, 1200 square feet of indoor/evidence storage. The facility is wrapped with 6-foot-high block walls at minimum. Attached to the topside of the walls, there is a 3-foot-high chain link fence and above the fence is 2-foot-high barbed wire and razor ribbon. That is an 11-foot-high barrier to entry. If you're not welcome, you're not getting in.

We also have 32 motion-triggered-recording surveillance cameras running 24 hours a day with DVR's that hold data for 90 days. We have energy efficient LED lights running on a timer that illuminate the storage area almost better than daylight.

In the office, we have monitors that display all cameras and activity in the storage area at all times. Stored vehicle keys are organized in slots locked in our office. It will store all customer or storage related vehicle keys safely and securely. We also have a 1100 square foot inside vehicle storage facility that is always locked and access is strictly prohibited to those without clearance. We use a state-of-the-art locking system that is electronically timestamped and logged to the cloud with individual passcodes. Here we store vehicles that have been involved in crimes and only at the request of the Police department. It is also, well lit, secured and watched like our outdoor area. All vehicles towed at the request of the police department shall be stored at this facility. Additionally, we offer a 15,000-square foot overflow facility located across the street.

Experience:

Southside Towing is a diverse towing company. A testament to that is our equipment line, the appearance of our equipment, and most importantly, the diversity of clients. Southside responds to breakdowns and impounds of all sizes. The elements of our client diversity require us to be agile, transparent, secure, and courteous. For example, Southside provides consensual towing for the Auto Club of Southern California (AAA). AAA requires expeditious arrival and courteous service to actual motorists. AAA is renowned for the its customer service. We make up part of their contractor team that compliments their outstanding reputation for service. We also provide a similar in nature service to local diesel shops in the area like Tom's Truck Center and Waste Management when towing their large rigs when they breakdown.

We work with Law enforcement, Dealerships, Body shops, Private Parties, Management Company's, and Motor Clubs.

Unique Abilities

The owners, Dave and Donna, are heavily involved in the day to day operation. They work well together and the team respects them for their experience, leadership and willingness to work the front lines alongside their crew. It's not uncommon to see Dave in full uniform, in the truck, on the road working an accident scene or providing

friendly service to the community. They are professionals and know how to run a business.

Together they have secured 3 prime and strategic locations that allow Southside to be available to respond in peak hours and after hours. In the towing business, availability is key. You never know when the phone will ring. All you can do is be prepared. The 3 locations are far enough apart to increase the coverage area yet close enough to ensure high quality. Being close allows the different facilities to draw from each other's resources. If there was a situation where several trucks were required to respond to a traffic accident, Southside can deliver.

Our sophisticated software is regionally exclusive to us. No other towing company in Orange County can have this software. We believe it gives us a competitive advantage. The system allows the owners to keep a close eye on the operation and daily conditionally triggered alerts sent to drivers, dispatchers, managers and city staff. For example, when we collect parking ticket fees for the city of Newport Beach, it will send an email to the city of Newport Beach city staff. Our system allows us to customize additional alerts. Accountability is guaranteed.

We understand the City's obligations to its residents and visitors. Traffic can be aggravating and first responders working accident scenes are vulnerable to the flow of traffic. It's not uncommon for accidents to happen at accident scenes... Southside's experience with in-cab controlled self-loading tow trucks provides us the ability to clear a multi-vehicle accident scene in seconds. Yes, seconds. Still, there is usually fluids and debris on scene that must be cleaned up prior to departure, sometimes a handheld broom just doesn't cut it. In these situations, Southside can deploy one of its Street Sweepers to expeditiously clear an accident scene. If the City were to select us for this contract, an accident scene can be cleared and the flow of traffic restored within 20 minutes of receiving a phone call. This minimizes the City's liability when first responders are exposed to the elements of traffic.

This makes us uniquely capable of providing outstanding and superior service for the City. No other bidder offers this service for this RFP.

At Southside, one of our core values is giving back to the community. During the holiday season and throughout the year, we participate in many charitable events. The following is just a few examples of the events Southside Towing has participated in on an annual basis:

We Give Thanks. This event takes place during the Thanksgiving Holiday at the Honda Center in Anaheim. Individuals and businesses take part in donating time and money to feed the homeless and people in need of a meal on Thanksgiving Day. Southside has participated in this event for 6 years. We donate both volunteers and money to support the event.

Southside serves a lot of lower income communities at Christmas time by donating toys, food and clothes. Every year, just before school starts, we participate in back

to school support events for some of our communities. At these events, Southside donates money to purchase backpacks and fill them with school supplies. The backpacks are then handed out to managers of these communities so that they may pass them along to children that live in these communities. Southside Towing also donates to many charities, local schools, sports programs, and youth shelters.

Every year Southside participates in the RV Demolition Derby at the Orange County Fair. Proceeds from the derby go to the Suzan G Coleman fund and The Fallen Officers Fund. Over the years, we have raised \$130,000 for these funds, in 2019 we raised \$38,000.00.

See Exhibit F for thank you letters from our partners that allow us to participate in these events. See also a report from our accounting system that illustrates that amount of money we have spent over the years in direct donations. These direct donations do not include money raised and time donated.



Facilities & Equipment

1. Equipment See exhibit B
2. At Southside, we provide our employees with company issued and owned smartphones. Employees use this phone for calling, SMS, MMS, and other apps we download for communication. For 2way communication, we use an application called Zello. With Zello, we're able to have two-way voice communication individually or by group. In the app, you can create several channels to use for communication and take advantage of playback features. We routinely playback conversations for reference. All radio communication happens over Zello.
3. Our facility is located at 1643 Placentia Ave. and is conveniently located just 3.6 miles from the Costa Mesa Police Dept. There, an attendant is on standby 24 hours a day. The facility has just under an acre of outside storage with a filter to manage the water runoff , 1100 square feet of indoor/evidence storage.
4. The facility is wrapped with 6-foot-high block walls at minimum. Attached to the topside of the walls, there is a 3-foot-high chain link fence and above the fence is 2-foot-high barbed wire and razor ribbon. That is an 11-foot-high barrier to entry.

In the office, we have monitors that display all cameras and activity in the storage area. We utilize an organized key rack for storage of impounded vehicle keys. It will store all customer or storage related items, vehicle keys safely and securely. We also utilize an inside vehicle storage facility that is always locked and access is strictly prohibited to those without clearance. Here we store vehicles that have been involved in crimes and only at the request of the Police department. It is also, well lit, and fully secured. All vehicles towed at the request of the police department shall be stored at this facility. Additionally, we offer a 15,000-square foot overflow facility located across the street.

We also have 32 motion-triggered-recording surveillance cameras running 24 hours a day with DVR's that hold data for 90 days. We have energy efficient LED lights running on a timer.



Over the years, we have created a team of highly skilled individuals. While allowing employees to specialize in what they do best, we encourage versatility and critical thinking. We are constantly sharing the big picture and expressing to them our goals and desires as a business. Every single Southside employee understands the company's mission and goal. Our employees are happy to know that the skill and knowledge attained here at Southside makes them superior tow operators. Employees recognize their growth and appreciation is shown by the quality of their work.

We are constantly certifying and recertifying employees with the industry's most advanced and recognized training. The following is a list of the certifications we require from our operators and office staff for continued employment:

• CTTA Level 1 - Roll over training	Light Duty Operations. (Operators Only)
• AAA OPLD - Roll over training	Light Duty Operations. (Operators Only)
• AAA Technical Orientation	Light Duty Operations. (Operators Only)
• AAA Highway Safety	Light Duty Operations. (Operators Only)
• AAA Customer Service	All Personnel
• HD Rigging & Recovery - Miller Ind.	Heavy Duty Operations (Heavy Operators)
• CTTA Level 7 - Heavy Duty Cert	Heavy Duty Operations (Heavy Operators)
• CHP - Traffic Incident Management	All Personnel



Exhibit A

Key Employee Brief Profiles

Key Person: David Padua – Owner

Mr. Padua began his automotive career working in body shops and then opened his own in Brea called Body Line from 1993 to 1995. Working in and owning a body shop gave David a good understanding of not only the automotive industry, but of customer service as well. During this time, David also gained knowledge of the towing industry; he saw several small companies flourish into thriving companies. From 1995 through 2003, Mr. Padua opened, operated and sold six Max Muscle retail stores. His management, leadership skills and business knowledge excelled to the next level. Many of his customers in retail stores were in law enforcement. The customers encouraged David to open a towing company. In 2000, as he was looking for a new business challenge, he opened Southside Towing. Mr. Padua is the owner and operator of this business. He is a hands-on manager making sure each aspect of the business is functioning as well as it can. David Padua is the owner and operator of this facility. He will be overseeing all aspects of this project. He is certified in the Auto Club Roll Over Operations and Safety Procedure, CTTA Heavy Duty Towing and Recovery, cleared/certified through the California Highway Patrol, Orange Police Department and Orange County Sheriff's Department.

Key Person: Fernando Basocco – Night Manager, all Southside offices

Mr. Basocco has been in the towing industry and with Southside Towing for 7 years. He is Class A (heavy duty) certified with doubles, triples, and tankers as well Auto Club Roll Over Operations and Safety Procedure certification. He is cleared/certified through the California Highway Patrol, Orange Police Department and Orange County Sheriff's Department. He is our night manager covering all offices for us.

Key Person: Gerzon Lara - Lead Technician/Manager, Costa Mesa office, Day

Mr. Lara has been in the towing industry and with Southside Towing for 15 years. He is Class A certified with doubles, triples, and tankers as well California Tow Truck Association (CTTA) level 1 and Auto Club Roll Over Operations and Safety Procedure certification. He is cleared/certified through the California Highway Patrol, Orange Police Department and Orange County Sheriff's Department. He is our lead technician at our Costa Mesa office.

Key Person: Anthony Axton – Lead Technician/Manager, City of Orange office, Day

Mr. Axton has been in the towing industry and with Southside Towing for 10 years. He has been in the towing industry for 16 years. He is Class A (heavy duty) certified with doubles, triples, and tankers and holds training certificates from Miller Industries Heavy Duty Recovery and Rigging, CTTA heavy duty towing and recovery. He is cleared/certified through the California Highway Patrol, Orange Police Department and Orange County Sheriff's Department. He is our heavy-duty lead technician. He manages large scale recovery operations for us when called out by other public agencies.

Key Person: Matt Signoretti – Sweeper Operations Manager

Mr. Signoretti has been with Southside Towing for approximately 15 years. He came from the private security industry. His experience in the security industry along with his natural leadership ability made him a great fit for this company, as well as for the sweeper operation. He is cleared/certified through the California Highway Patrol, Orange Police Department and Orange County Sheriff's Department. He manages our street sweeping and hydro jetting services. His team is readily available to assist our drivers at accident scenes and available to respond to sweeper calls, 24 hours a day.

Exhibit B
Employee in uniform.



Equipment List – Exhibit B (Continued)

17	GMC	C5500	25,999	4 TON	Wheel Lift
18	GMC	C4500	17,500	4 TON	Wheel Lift
19	GMC	C5500	19,500	4 TON	Wheel Lift
24	GMC	C5500	19,500	4 TON	Wheel Lift
22	Dodge	RAM	19,500	4 TON	Wheel Lift
42	Chevy	C5500	19,500	4 TON	Wheel Lift
44	Chevy	C5500	19,500	4 TON	Wheel Lift

Unit#	Make	Model	GVWR	Bed Capacity	Style
26	Chevy	C5500	25,999	10,000 LBS	Flatbed
25	HINO	258	25,999	10,000 LBS	Flatbed
32	HINO	258	25,999	10,000 LBS	Flatbed
35	HINO	258	25,999	10,000 LBS	Flatbed
41	HINO	258	25,999	10,000 LBS	Flatbed
45	HINO	268	25,999	15,000 LBS	Flatbed

Unit#	Make	Model	GVWR	Lift Capacity	Style
43	Peterbilt	Heavy Duty	53,000	20 TON	3 Axle
30	Peterbilt	Heavy Duty	58,740	35 TON	3 Axle
16	Peterbilt	Heavy Duty	80,000	50 TON	4 Axle

New Trucks On Order

- 2020 Chevy C5500 Wheel Lift
- 2020 Chevy C5500 Wheel Lift
- 2020 Chevy C5500 Wheel Lift
- 2020 Chevy C6500 Wheel Lift 4X4



Tow Truck Driver's Training

The following is a table illustrating our employees and their certificates.

Employee	Position	CTTA- Level 1	CTTA- Level 7	AAA- ROLL OVER	AAA - CUSTOMER SERVICE AND SAFETY	AAA - TECHNICAL	CHP - T.I.M
DAVID PADUA	OWNER	X	X	X	X	X	X
DONNA PADUA	OWNER						
GREZON LARA	LEAD TECH	X	X	X	X	X	X
ALEX ASHRAFI	OFFICE MGR			X	X	X	X
FERN BASSOCO	LEAD TECH			X	X	X	X
BRETT GAMBLE	DRIVER			X	X	X	X
PRICILIANO LOMELI	DRIVER			X	X	X	X
CARLOS COREJO	DRIVER			X	X	X	X
MIKE BROWN	DRIVER			X	X	X	X
MIKE EMERSON	DRIVER			X	X	X	X
ELIAS CISNEROS	DRIVER			X	X	X	X
FERNANDO HERNANDEZ	DRIVER			X	X	X	X
TONY AXTON	LEAD HEAVY	MILLER HD CERTIFIED		X	X	X	X
RUBEN LOZANO	DRIVER			X	X	X	X
GUS PALACIOS	DRIVER			X	X	X	X

BAUDELIO PALAFOX	DISPATCHER			X	X	X	X
HARRY SILAO	DRIVER			X	X	X	X
CAMERON SPENNY	DRIVER			X	X	X	X
ERNIE SUSMAN	DRIVER			X	X	X	X
JEFF TOLMIE	DRIVER			X	X	X	X
KEITH BAMBRICK	DRIVER			X	X	X	X



Exhibit C – Ethical Standards

It is the policy of Southside Towing that its employees and owners uphold the highest standards of ethical, professional behavior. To that end, these employees and owners shall dedicate themselves to carrying out the mission of this organization and shall:

- A. Hold paramount the safety, health and welfare of the public in the performance of professional duties.
- B. Always obey the law.
- C. Give back to the communities we serve.
- D. Act in such a manner as to uphold and enhance personal and professional honor, integrity and the dignity of the profession.
- E. Treat with respect and consideration all persons, regardless of race, religion, gender, sexual orientation, maternity, marital or family status, disability, age or national origin.
- F. Engage in carrying out Southside Towing's services in a professional manner.
- G. Collaborate with and support coworkers in carrying out Southside Towing's services.
- H. Build professional reputations on the merit of services and refrain from competing unfairly with others.
- I. Always act as if what you do today will be public information tomorrow.
- J. Accept as a personal duty the responsibility to keep up to date on emerging issues and to conduct themselves with professional competence, fairness, impartiality, efficiency, and effectiveness.
- K. Respect the structure and responsibilities of the chain of command, provide them with facts and advice as a basis for their making policy decisions, and uphold and implement policies adopted by management.
- L. Conduct organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.
- M. Serve with respect, concern, courtesy, and responsiveness in carrying out Southside Towing's mission.
- N. Demonstrate the highest standards of personal integrity, truthfulness, honesty, fortitude in all activities in order to inspire confidence and trust in such activities.
- O. Avoid any interest or activity that is in conflict with the conduct of their official duties.
- P. Respect and protect privileged information to which you have access in the course of your official duties.
- Q. Strive for personal and professional excellence and encourage the professional developments of others.



Employee confidentiality policy

Policy brief & purpose

We designed our **company confidentiality policy** to explain how we expect our employees to treat confidential information. Employees will unavoidably receive and handle personal and private information about clients, partners and our company. We want to make sure that this information is well-protected.

We must protect this information for two reasons. It may:

- Be legally binding (e.g. sensitive customer data.)
- Constitute the backbone of our business, giving us a competitive advantage (e.g. business processes.)

Scope

This policy affects all employees, including corporate officers, who may have access to confidential information.

Policy elements

Confidential and proprietary information is secret, valuable, expensive and/or easily replicated. Common examples of confidential information are:

- Unpublished financial information
- Data of Customers/Partners/Vendors
- Contents of Identification Cards.
- Customer lists (existing and prospective)
- Data entrusted to our company by external parties
- Pricing/marketing and other undisclosed strategies
- Documents and processes explicitly marked as confidential
- Company forms and templates. Both electronic and physical.

Employees may have various levels of authorized access to confidential information.

What employees should do:

- Lock or secure confidential information at all times
- Shred confidential documents when they're no longer needed
- Make sure they only view confidential information on company issued devices
- Only disclose information to other employees when it's necessary and authorized
- Keep confidential documents inside our company's premises unless it's absolutely necessary to move them

What employees shouldn't do:

- Use confidential information for any personal benefit or profit
- Disclose confidential information to anyone outside of our company
- Replicate confidential documents and files and store them on insecure devices

When employees stop working for our company, they're obliged to return any confidential files and delete them from their personal devices.

Precautionary Measures

We'll take measures to ensure that confidential information is well protected. We'll:

- Store and lock paper documents
- Encrypt electronic information and safeguard databases
- Ask for authorization by senior management to allow employees to access certain confidential information

Exceptions

Confidential information may occasionally have to be disclosed for legitimate reasons. Examples are:

- If a regulatory body requests it as part of an investigation or audit
- Authorized agents working on behalf of vehicle owners

In such cases, employees involved should document their disclosure procedure and collect all needed authorizations. We're bound to avoid disclosing more information than needed.

Disciplinary Consequences

Employees who don't respect our confidentiality policy will face disciplinary and, possibly, legal action.

We'll investigate every breach of this policy. We'll terminate any employee who willfully or regularly breaches our confidentiality guidelines for personal profit. We may also have to punish any unintentional breach of this policy depending on its frequency and seriousness. We'll terminate employees who repeatedly disregard this policy, even when they do so unintentionally.

This policy is binding even after separation of employment.

A Managerial Philosophy / Strategy

This is my definition of a good manager

"A good manager is someone that allows his/her superior to rest assured."

- ***Manage the processes not people*** - as long as you are careful with who you hire, let people manage themselves while you manage processes that your subordinates use to get their job done.
- ***Develop strategy driven by objectives*** - people respect impartiality. Lay the objectives down that clearly support the best interest of the company.
- ***Be continuously receptive and open to a changing environment.*** - all processes must adapt and evolve. Keep an eye out for signals of change and prepare ahead of time.
- ***Encourage self management*** - by providing each person with an objective - the freedom to act/contribute and a set of agreed upon system of measure for ongoing evaluation.
- ***Facilitate high moral*** - fuel for motivation, this is key to any organizations success.
- ***Show instant gratification*** - when recognition and rewards are immediate, people are encouraged to learn and grow as an integral part of their responsibilities.
- ***Monitor and measure progress*** - through use of a visible scoreboard, showing both organizational and personal achievements in the form of contributions and learnings.
- ***Share the big picture*** - It helps to know where you're headed when subordinates are having to make decisions alone.

Exhibit D

Added value.

Available upon request, for use in major collision clean up, Southside owns and operates three Isuzu Schwartz A4 street sweeper which bills at the same rate as our basic tow trucks (\$193.00). Our high-powered vacuum and rotating brushes allow us to completely clear an accident in minutes. This allows officers to open roads and return to their patrols sooner.



Exhibit E

Thank you letters and letters of recommendation

March 2, 2020

To Whom It May Concern,



As the President and CEO of BLB Enterprises, Inc. (doing business as Patrol One) I have known and worked with David Padua and Southside Towing for several years. I have found David to be honest, straight forward and a man of his word.

Southside has been responsive to our calls for tows, always responding within 15-20 minutes. Their drivers are always well attired in attractive uniforms. They know their business and tow vehicles quickly and efficiently. They take photos prior to towing, carefully documenting any damage prior to the tow.

We deal with several towing companies and from time to time we get complaints regarding tow company drivers. We never get complaints on Southside drivers or their office staff.

When errors have occurred due to misunderstandings on our part or on the part of a community manager or homeowners association board member; we ask Southside for a business accommodation, such as releasing a vehicle at no charge. They are always accommodating of our requests.

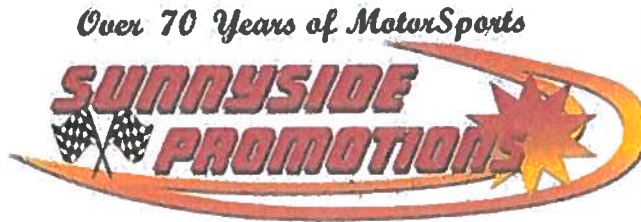
The bottom line is that David and Southside are professional, knowledgeable and easy to work with.

Please feel free to contact me personally if I can be of further assistance regarding this fine gentleman and his company.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Bancroft', with a stylized flourish at the end.

Bill Bancroft
President & CEO
Patrol One
714.306.6600 (Cell, 24/7/365)



Demolition Derby
 Indy Cars * Champ Cars * Sprint Cars
 Midgets * Stock Cars * Roadsters
 Motorcycles * Mile * 1/2 Mile * TT * Speedway
 Short Track * Moto-X * ATV * Road Race
 Monster Trucks * Truck Pull * Sand Drags
 NASCAR * USAC * AMA * CMC *

Feb. 9, 2020

To Whom It May Concern:

Over the past 20 years, starting in 2001, Sunnyside Promotions has produced more than 50 events for the OC Fair. These events have become some of the biggest in the fair's history drawing over 350,000 spectators and participants.

In the past 9 years in conjunction with Dave Padua and Southside Towing we have developed a number of charity events that have raised close to \$60,000.00 for local Orange County charities. Southside Towing has been and continues to be a major part of these charitable events, their support with labor, equipment, supplies, donations and local connections has proven to be extremely valuable to raising these funds. The events would not be possible without the charitable work of Southside Towing.

The all female "Damsels of Destruction" & "Chiefs" Motorhome demolition derbies have raised \$130,000.00 for Susan G. Koman OC over these past six years.

Costa Mesa Chief Tom Gazusi won the first "Chief's Derby" in 2014, in 2015 Chief Robert Sharpnack of Costa Mesa won with Newport Beach Chief Jay Johnson finishing 3rd and winning the "Best Appearing RV" Contest. Last year saw Chief Sharpnack finish 4th, Fire Chief Dan Stefano of Costa Mesa was 5th and Chief Jon Lewis of Newport Beach finished 6th and won the "Best Appearing RV" Contest.

Last year Southside Towing and Sunnyside Promotions developed new OC Fair events to raise funds for two Orange County Police Charities and in the events first year raised \$38,500 for Project 999 OC and the Orange County Police Canine Assoc. The events included a show by the OCPCA and the "Emergency Pursuit Derby". The "Emergency Pursuit Derby" is a Figure 8 race with drivers from all OC Police & Fire Departments driving Southside Towing built cars in two Figure 8 races. 2016 "Emergency Pursuit Derby" was won by the Costa Mesa PD with Officers Clint Deeball & Rob Binnel driving their car to the win over 2nd. place GHP, 3rd place OC Sheriff's North, 4th. place OC Sheriff's South, 5th place OCPCA and 6th. Costa Mesa Fire Dept.

In 2020 Southside Towing and Sunnyside Promotions are looking to expand on all of these events in efforts to increase the donations raised for all of these worthy Orange County charities.

Racingly yours
 Bob Basile
 Lisa & Jeff Lenig
 Sunnyside Promotions
 619-424-3348
 E-Mail: ibbobbasile@gmail.com



619-424-3348 ** 522 Florida St. Imperial Beach, CA 91932

Patriarch Don Basile is a Member of the
**NATIONAL SPRINT CAR HALL OF FAME * LEGENDS OF ASCOT &
 TRAILBLAZERS MOTORCYCLE HALL OF FAME**

NORDIC SECURITY SERVICES

3419 Via Lido, #345, Newport Beach, CA 92663
357 N. Sheridan, #102, Corona, CA 92880

714/751-0347 Fax 714/751-0351
951/549-6925

State License #PPO 12035 & PPB 5807

March 02, 2020

Reference: David Padua Southside Towing:
1643 Placentia Avenue,
Costa Mesa, CA 92627

To whom it may concern:

This letter is in reference to David Padua and Southside Towing as referenced above. Nordic Security Services has been in business for approximately 25-years and during that tenure we have worked with numerous tow companies throughout Southern California.

In my opinion, Southside Towing has separated itself from their competition due to their professional and reliable service. Southside Towing has always exhibited the highest ethical standards in dealing with Nordic Security. Needless to say that the very nature of towing can generate a variety of complaints however it has been my personal experience that Southside has always investigated every incident and has offered a fair and equitable solution.

Mr. Padua and his staff have always provided Nordic Security with honest, reliable and trustworthy service. To the best of my knowledge Southside has always adhered to all Local, State and Federal guidelines pursuant to the towing and storage of vehicles.

Mr. Padua on behalf of Southside towing has been extremely generous donating to various charities that I'm involved with; the most recent one is "PCRF" Pediatric Cancer Research Fund.

Please feel free to contact me at (714) 751-0347 if I can be of further assistance

**NORDIC SECURITY SERVICES
NORDIC SYSTEMS INTEGRATION**

Sincerely,

Peter L. Jensen

Peter L. Jensen
CEO/President
PLJ:ef



ORANGE POLICE DEPARTMENT

Traffic
Bureau

Memorandum

To: Whom it May Concern

From: Fred Lopez, Lieutenant

Date: February 14, 2017

Re: Current Status of Southside Towing

Southside Towing has been providing rotational towing services for the Orange Police Department since 2011. Their contract was renewed in 2016 by the City on the recommendation of the Orange Police Department. There are many factors that go into recommendations and subsequent selection by the City Council, but ultimately it is Southside Towing's ability to provide good quality services for the City. The Orange Police Department cited that Southside Towing presented a professional image and met or exceeded our requirements, which qualified them to receive the contract renewal through 2019.

If you have any additional questions, don't hesitate to contact me at 714-744-7468.

Exhibit F

Truck Inspection Form

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 5-17) OPI 061

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		CVC	P	F		CVC
		Current Registration	4000			Parking Brake	26451
		Headlights	24400			Windshield	26700
		Beam Indicator	24408			Windshield Wipers	26708
		Tail Lamps	24600			Mirrors	26709
		License Plate Lamp	24601			Horn	27000
		Stop Lamps	24603			Exhaust System	27150
		Extension Lights	24605			Fuel Cap	27155
		Backup Lamps (1969+)	24606			Tire Tread	27485
		Reflectors, Rear	24607			Fenders/Mud Guards	27600
		Reflectors, Front and Side (1968+)	24608			Broom	27700
		Turn Signals	24951			Shovel	27700
		Clearance Lamps (>80" Wide)	25100			Fire Extinguisher 4B, C Rating	27700
		Amber Warning Lights	25253			Safety Chains	29004
		Warning Devices (Reflectors)	25300			Signs	27907
		Service Brakes	26311				

SERVICE AND OTHER EQUIPMENT

Flashlight	Hydraulic Jack
Wrecking Bar (Large Pry Bar)	Tire Changing Equipment
Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.	Rubber Mallet / Hub Cap Tool (Classes A and B)
Trash Cans & Absorbent (4 Gallon Minimum)	Lockout Tools (Classes A and B)
Shop Rags or Paper Towels	Motorcycle Straps (Class A)
Shop to Truck Communications (Cell phones / 2-way radio)	Sledge Hammer (Classes B, C, and D)
Approved Fuel Containers (Classes A and B) if carried	Tool Kit
Booster Battery or Hot Box	Reflective Safety Attire

TOWING EQUIPMENT

Manufacturer Rating Plates	Wrecker Controls
Controls Labeled	Throttle Control (if Equipped)
Wrecker Boom Assembly	Hydraulic Rams, Hoses, Valves
Wheel Lift Assembly	Cable Sheaves
Body and Towing Equipment Mounting Bolts	Recovery Chain
Winch Rating: Boom Capacity:	

WHEEL LIFT

Pivot Pin	"L" Arms
Wheel Lift Tie Down Safety Straps or Chains	Claw

CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)	Sling Pads
---	------------

CAR CARRIER

Carrier Bed Frame	Bed Safety Lock
Bed Hinges	Slide Pads
Loading Bridle	

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
-----------------------------------	------	--------------------------

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 6-17) OPI 061

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A			
P	F	P	F
			Minimum 14,000 Pound GVWR Chassis
			4-Ton Boom Rating
			One 4-Ton Snatch Block
			Tow Dolly (with wheel tie down straps)
			Steering Wheel Securement Device
			100' 3/8" 6 x 19 Wire Rope or OEM Specifications
			Tow Sling "Minimum" 3,000 Pounds (if equipped)
			Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
			Two (2) Safety Chains 5/16" Alloy or OEM Specifications
			Wheel Lift Rating - Extended 3,000 Pounds
			Two (2) Crossbeams, (1) 4"x4"x60" and (1) 4"x4"x48"(Minimum)
CLASS A CAR CARRIER			
			Minimum 19,000 Pound GVWR Chassis
			50' 3/8" 6 x 19 Wire Rope or OEM Specifications
			Loading Bridle with J/T Hooks
			4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
			Adequate Crossbeams or Ramping Material
CLASS A CAR CARRIER TWO VEHICLE			
			Minimum 23,500 Pound GVWR Chassis
			Loading Bridle with J/T Hooks
			50' 3/8" 6 x 19 Wire Rope or OEM Specifications
			Alloy/OEM Spec & Wheel Straps - Towed Vehicle
			4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
			2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
			Adequate Crossbeams or Ramping Material
CLASS B			
			Minimum 33,000 Pound GVWR Chassis
			16-Ton Boom Rating
			150' 7/16" 6 x 19 Wire Rope or OEM Specifications
			Safety Chains 1/2" Alloy or OEM Specifications
			Two 8-Ton Snatch Blocks
			Air Brakes or Hydraulic W/Air Hookup Package
			Air Hoses and Fittings
			Steering Wheel Securement Device
			Axle Covers/Caps
			Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
			Two (2) - 4"x6"x48" Crossbeams (minimum)
			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
			Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
			Under Lift/Fork Adapters w/Tie-Down Straps or Chains
			Safety Tie-Down Chains and Binders
			Aluminum Tow Angles (Minimum 2)
CLASS B CAR CARRIER			
			Minimum 33,000 Pound GVWR Chassis
			50' 3/8" 6 x 19 Wire Rope or OEM Specifications
			Loading Bridle with J/T Hooks
			Steering Wheel Securement Device
			4 Safety Chains 5/16" Grade 70 or OEM Specifications
			2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
			Adequate Cross Beams or Ramping Material
CLASS C			
			Minimum 52,000 Pound GVWR Chassis
			25-Ton Boom Rating
			200' 5/8" 6x19 Wire Rope or OEM Specifications
			Two (2) Safety Chains 5/8" Alloy or OEM Specifications
			Two 12-Ton Snatch Blocks
			Air Brakes W/Air Hookup Package
			Air Hoses and Fittings
			Steering Wheel Securement Device
			Axle Covers/Caps
			Tow Chains 5/8" Grade 70 or OEM Specifications
			Two (2) 4"x6"x48" Crossbeams (Minimum)
			Pintle Hook
			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
			Under Lift/Fork Adapters w/Tie-Down Straps or Chains
			Aluminum Tow Angles (Minimum 2)
			Safety Tie-Down Chains and Binders
			Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
			Tow Sling 12,000 Pound Rating (if equipped)
CLASS D			
			Minimum 54,000 Pound GVWR Chassis
			35-Ton Boom Rating
			250' 3/4" 6x19 Wire Rope or OEM Specifications
			Two (2) Safety Chains 5/8" Alloy or OEM Specifications
			Two 12-Ton Snatch Blocks
			Air Brakes W/Air Hookup Package
			Air Hoses and Fittings
			Steering Wheel Securement Device
			Axle Cover/Caps
			Tow Chains 5/8" Grade 70 or OEM Specifications
			Two (2) 4"x6"x48" Crossbeams (Minimum)
			Pintle Hook
			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
			Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
			Aluminum Tow Angles (Minimum 2)
			Safety Tie-Down Chains and Binders
			Tow Sling with 20,000 Pound Rating (if equipped)
			Under Lift / Fork Adapters w/Tie-Down Straps or Chains

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2, Chapter 7, Annex B)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES	
FORMULA			
1/2 FAW:	x WB:	+ BY OH:	= MLC:
CLASS OF VEHICLE BASED ON THE MLC			

Exhibit G

Blank Invoice

Southside Towing
 CA 336161
 1643 Placentia Ave
 Costa Mesa, CA 92627
 (949) 631-8698

Invoice #	Date

Agency Reference #	
Authorizing Agency	
Tow From	
Reason for Tow	
Vehicle	
Color	
Year	
VIN	
License Plate	
Driver	
Truck	
Tow Type	
Released By:	

Item	Amount
Tow Fee (A Light Duty, 1.00 Hrs)	\$0.00
Standard Storage Fee (2 day(s))	\$0.00
Evidence Storage Fee (0 day(s))	\$0.00
Gate Fee ()	\$0.00
Multi-Truck Operation	\$0.00
Admin Fee	\$0.00
DTS Fee	\$0.00
Lien Fee	\$0.00
Adjustments	

Comments:	<i>Prepayments</i>	
	Sub Total	\$0.00
	Amount Paid	
	Balance Due	\$0.00

Call Received		Completed	
Dispatched		Date In	
Arrived		Date Out	
In Tow Time			

Multi-Truck Operation

	Type	Rate	StartEnd	Ext
2nd		\$0.00		\$0.00
3rd		\$0.00		\$0.00
Comment:				\$0.00

Released To		Payer Name	
Releasee License		Payer License	
Releasee Address		Payer Address	
Releasee Phone			

EXHIBIT B

TOW POLICY GUIDELINES AND REQUIREMENTS

CITY OF COSTA MESA

POLICE DEPARTMENT



TOW POLICY GUIDELINES AND REQUIREMENTS

JANUARY 2017

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**CITY OF COSTA MESA
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS**

PURPOSE

The purpose of the Costa Mesa Police Tow Policy Guidelines and Requirements ("Policy") is to establish guidelines and requirements to efficiently manage and provide police-initiated towing service that will be of mutual benefit to the public, the Costa Mesa Police Department ("CMPD"), and the towing companies providing that service.

GOALS

1. To provide the highest level of service to the motoring public at a fair and low cost to the person(s) who require(s) the services of a towing company.
2. To provide a workable and comprehensive policy regarding towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property.
3. To provide grounds for addressing relevant matters pertaining to the administration of a rotational tow list and any other pertinent matters including procedures governing disciplinary action, up to removal from the rotational tow list for the tow service operators violating the contract.

TOWING SERVICES - DEFINITIONS

1. A call for towing service, which is initiated by a City employee, for the purpose of storing or impounding a vehicle.
2. A call for towing service, which is initiated by a City employee, for the purpose of removing a vehicle which has been involved in a collision and the owner or driver has not specified a tow service or garage.
3. A call for towing service, which is initiated by a City employee, at the request of the driver of a disabled vehicle and the towing service or garage is unspecified.
4. A call for clean up service, which is initiated by a City employee, for the purpose of removing fluids or solid materials from the highway, including sidewalks and parkways.
5. The Police Tow Policy Guidelines and Requirements shall apply to all tow service operators that are on contract with the City of Costa Mesa.

RESPONSE TO CALLS

Upon request by the CMPD, the tow service operator shall respond promptly and provide towing services for vehicles to be taken into custody by the Police Department. Such towing services shall include, but not be limited to, towing vehicles which are involved in accidents, disabled by other causes, impeding the flow of traffic, impounded for evidence, abandoned in

**CITY OF COSTA MESA
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS**

public places or on private property or for any other reason within the jurisdiction of the Police Department.

The tow service operator shall maintain sufficient numbers of trucks and equipment to be able to respond to a CMPD tow request to any location within the City within fifteen (15) minutes. Heavy Duty (Class C) and Super Heavy Duty (Class D) tow trucks shall respond within forty-five (45) minutes of CMPD tow requests within the City limits.

When dispatched by CMPD, the tow service operator shall not remove any vehicle involved in a collision until authorized by CMPD.

The tow service operator agrees that its operators, employees and agents will only report to the scene of an accident or a disabled vehicle when summoned by the law enforcement officer or the person in control of the disabled vehicle.

In addition to removal of vehicles, the tow service operator shall remove, transport and dispose of all debris and fluids, including oil and gasoline, resulting from accidents in compliance with all applicable federal, state and local regulations concerning hazardous materials. In the event a call to remove a disabled vehicle is received by the tow service operator, necessitating response prior to completion of site clean-up, the tow service operator shall clear the current site sufficiently to restore normal traffic movement before proceeding to the subsequent request. Any vehicles remaining shall be towed to the storage facility at the earliest opportunity.

In the event the tow service operator receives an additional call to remove a disabled vehicle that is interrupting traffic flow while an earlier call is being processed, the tow service operator shall clear the site specified in the prior call sufficiently to restore normal traffic movement and immediately proceed to the site specified in the additional call. Any disabled vehicle deposited or parked by the tow service operator at the site specified in any call shall be towed to storage at the earliest opportunity after the tow service operator has complied with the above provisions for restoring traffic movement at all specified sites.

On any private property tows, the tow service operator shall observe and notify CMPD of any damage to any property.

ABANDONED VEHICLES

Abandoned vehicles and private property tows shall comply will all provisions of California Vehicle Code sections 22650 et seq. Failure to comply may result in disciplinary action up to or including termination of the contract.

COSTA MESA MUNICIPAL CODE ARTICLE 18

Each tow service operator shall comply with all applicable sections of Title 9, Chapter II, Article 18 of the Costa Mesa Municipal Code.

**CITY OF COSTA MESA
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS**

TOWING SERVICE REQUIREMENTS

Each tow service operator shall render 24-hour, 7-day a week towing service, and the service area shall include the entire city limits of Costa Mesa. Towing companies shall respond to the scene within fifteen (15) minutes from the time when called by the Costa Mesa Telecommunications Dispatch Center. The response time for a Heavy Duty (Class C) & Super Heavy Duty (Class D) vehicle tow may be up to forty-five (45) minutes.

The tow service operator agrees that its service, including the releasing of vehicles, will be available on a 24-hour, 7 days-a-week basis and that it will provide the CMPD with a complete description of its towing operation for the City of Costa Mesa at the time it signs its agreement with the City. For any vehicle release during business hours, the tow service operator shall ensure that a person wait no longer than twenty (20) minutes to take possession of his/her vehicle after payment of fees. After business hours, the tow service provider shall ensure a person waiting to take possession of his/her vehicle wait no longer than thirty (30) minutes for response from the tow service operator.

Each tow service operator shall have dispatching capability to their trucks/drivers 24 hours per day.

The tow service operator on call shall maintain a minimum of one driver on-duty at all times. In addition, at least one driver will be on stand-by at all times.

The tow service operator, or its employees, operators or agents shall not have any financial interest in any repair shop(s) to which private parties are referred by that tow service operator, employee, operator or agent. The tow service operator is prohibited from requiring a tow to any particular repair shop(s) and is prohibited from requesting or receiving a fee from any repair shop(s) for towing a vehicle to that facility or for a referral to that facility.

The tow service operator or its employees, operators or agents shall not engage in practices commonly referred to in the tow services business as "soliciting", "cruising", or "poaching."

CONTRACT TOW SERVICE OPERATORS

All tow service operators shall conduct their business in an orderly, ethical, business-like manner and use every means to obtain and keep the confidence of the motoring public.

All tow service operators shall be responsible for the acts of their employees while on duty and for damage to vehicles while in their possession.

All tow service operators shall be responsible for the protection of police-impounded vehicles, regardless of the location of storage, until the vehicles have either been released to their owners or disposed of through a legal process.

Each tow service operator shall keep current on, and ensure compliance with, all laws and regulations associated with being a tow operator.

**CITY OF COSTA MESA
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS**

No contracted tow service operator shall be directly involved in the towing related business of any other towing service contracting with Costa Mesa or with a company providing private security services which have the power or duty to patrol or enforce parking regulations on private or public property.

All tow service operators shall comply with sections 9880.1 through 9884.17 of the California Business and Professions Code with regard to unauthorized charges or repair work on the vehicle in its charge and posting of notices.

The tow service operator shall maintain a current/valid motor carrier permit and provide the CMPD with a current copy. Failure to maintain a valid permit will result in automatic suspension of all activity until a valid motor carrier permit is obtained.

The tow service operator shall maintain current registration on all vehicles. Each tow service operator must provide CMPD with a copy of valid registration for each vehicle in his/her/its fleet. Failure to maintain current registration on any vehicle will result in removing the vehicle from towing services for the City of Costa Mesa until valid registration is obtained.

The tow service operator must maintain the standard current/valid insurance as required by the City of Costa Mesa, as defined in the Request for Proposal document. Auto insurance must be maintained for each vehicle. The insurance certificates must be provided to the CMPD. The insurance certificates must be approved by the Risk Management Division. Failure to maintain current/valid insurance may result in suspension of all towing activity until current/valid insurance is obtained.

The tow service operator is responsible for complying with all applicable federal, state, and local laws and regulations pertaining to a drug and alcohol free workplace. The tow service operator is required to have a drug and alcohol policy in writing, which must be distributed and made easily accessible to all of their employees. The tow service operator is required to provide a copy of their drug and alcohol free workplace policy to CMPD, and any changes to that policy shall be submitted in writing to CMPD. Failure to comply with the requirements of this policy and the requirements set forth in the contract will be handled on a case by case basis and may result in suspension and/or termination from providing tow services for the City of Costa Mesa.

The tow service operator shall notify the CMPD of any vehicles being towed or stored within the City pursuant to private party requests, prior to leaving the City limits or within thirty (30) minutes of vehicle storage, whichever occurs first.

The tow service operator shall notify outside jurisdictions of any vehicles being towed or stored from that jurisdiction, *prior* to bringing the vehicle *into* the City of Costa Mesa.

Notwithstanding any provision or language that might indicate to the contrary, in responding to a call from the CMPD, the tow service operator shall have no claim against the City of Costa Mesa for the cost of its service rendered, but shall look solely to the owner of the vehicle transported. The City of Costa Mesa makes no representation that such person will be financially responsible.

**CITY OF COSTA MESA
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS**

All personal property located within towed or stored vehicles shall be surrendered to the vehicle owner upon request and upon presentation of proper identification, unless the vehicle is to be held for evidence.

Any change in operating locations of a towing service provider shall be reported, in writing, to the CMPD at least thirty (30) days prior to such change.

Each contract tow service provider shall comply with section 27907 of the California Vehicle Code regarding signs on tow trucks. Contract tow service providers shall only dispatch to the scene of the need tow trucks bearing the name of the towing service.

All vehicles stored or impounded as a result of a tow ordered by the City of Costa Mesa shall be towed directly to a towing service storage lot unless the CMPD or other person legally in charge of the vehicle requests that it be taken to some other location.

TOW YARD REQUIREMENTS

General Requirements

All stored vehicles shall be stored and released from the tow service provider's office, which shall be located within five (5) miles from CMPD Headquarters (99 Fair Drive, Costa Mesa, CA 92626).

Towing service storage lots shall be adequately fenced with gates locked and secured and reasonably well-lighted to maintain a maximum of security for stored and impounded vehicles. All storage lots must be inspected and approved by CMPD.

Open area storage yard(s) shall comply with all requirements of the zoning and building codes of the jurisdiction of the facility. Perimeter gates and fencing shall be maintained to ensure security and discourage unauthorized access.

There shall be adequate lighting to illuminate the entire storage/impound lot as well as all structures thereon. Evidence of compliance may be provided through photo metrics on a site plan. This compliance shall be presented to the CMPD and Costa Mesa Planning Division, if requested. Lighting shall be directed so as not to interfere with neighboring uses. Sign(s) identifying the tow service business to the public shall be visible and legible from the street during daylight and evening hours. A ring down line shall be provided at the tow yard/business office for direct ring to the tow yard operator after hours.

Adequate open storage space shall be provided to accommodate stored, impounded, and disabled vehicles resulting from CMPD calls for towing services. The minimum capacity of such a lot shall be not less than 100 vehicles, and said capacity shall be expressly for the purpose of storing Costa Mesa police tows. Tow service operators may have more than one lot in order to accommodate the 100 vehicles. All storage lots shall be located within five (5) miles of the CMPD Headquarters.

**CITY OF COSTA MESA
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS**

The CMPD reserves the right to require any other security devices it deems reasonably necessary.

Any damage to wall structures shall be repaired within 24 hours to ensure proper protection for the stored/impounded vehicles.

Prior to the utilization of a new storage facility, the tow service operator shall obtain the approval of the Chief of Police or his/her designee and furnish the new address thirty (30) days in advance for inspection.

STORAGE SECURITY RESPONSIBILITY

The tow service operator shall store all vehicles, together with all accessories and equipment on said vehicles and all personal property in each vehicle, in storage facilities approved by the City of Costa Mesa for official police tow storage. Facilities utilized by the tow service operator for CMPD tow storage must be located within five (5) miles of CMPD Headquarters.

The tow service operator shall be held accountable for all personal property and vehicle accessories, together with the vehicle stored within its storage facility. The City of Costa Mesa, its officers, agents, and employees shall be relieved of all responsibility.

The tow service operator shall not remove personal property from a stored vehicle. If the registered owner removes personal property from a stored vehicle, the tow service operator shall maintain documentation of such and will require a signed receipt from the registered owner for property released. The tow service operator shall immediately notify the CMPD if any contraband, weapons or hazardous materials are found in the vehicle(s).

No vehicle impounded at the direction of the CMPD shall be released, sold or dismantled without written approval (signed release) from the CMPD.

Upon taking possession of the towed vehicle, the tow service operator assumes full responsibility for the vehicle and its contents.

EVIDENCE HOLD OR SPECIAL HANDLING REQUIREMENTS

- The secured "evidence hold" area must be within the confines of the tow service provider's primary storage facility, which shall be located within five (5) miles of the CMPD Headquarters.
- The tow service provider shall be able to provide an enclosed evidence hold area. The hold area must contain four walls, a solid roof, and a door with a locking device for protection from the elements of weather and other forms of contamination.
- The evidence hold area should be closed to all employees of the tow company other than management. This area should have the capability to be locked and sealed by

**CITY OF COSTA MESA
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS**

police personnel, if necessary, and be accessible 24-hours, 7-days per week by members of the CMPD.

- The bottom edge of the enclosed structure shall not be more than two (2) inches above the finished parking surface of the enclosed area.
- This space must be adequate to contain at least one (1) full-sized passenger vehicle. Please note that CMPD requires five (5) such evidence hold spaces.
- This space must be at least 1,000 square feet or more and within the tow company's main storage area.
- Vehicles impounded by the CMPD for special investigation shall be stored in evidence hold until cleared by the investigating officers, at which time the owners shall be permitted a forty-eight (48)-hour grace period at no charge in which to remove the vehicles from storage. Under no circumstances shall contents of vehicles with a "Police Hold" be removed.
- The area shall provide ample room for vehicle inspection, free of restriction from other vehicles, equipment, structures, or other objects.
- Structures shall have a hard floor of either concrete or asphalt.
- Only items being held as police evidence shall be kept in the evidence hold storage area. The evidence hold storage area and floor shall be kept in a clean condition.
- There must be adequate lighting and electrical power immediately available to the area.
- The area shall be free of pedestrian and vehicle traffic during the inspection.
- Vehicles with "evidence holds" shall not be touched, moved, or tampered with in any manner without CMPD's written consent.
- Protection shall also be provided to preclude evidence contamination by employees and other individuals during normal business hours.
- A log shall be maintained to document date, time, name and purpose of all person(s) entering the storage area for vehicles with "evidence holds."
- The tow service operator shall not charge the City for storage of vehicles that involve evidence holds.

BUSINESS OFFICE

The tow service provider must have one business office location within five (5) miles of the CMPD Headquarters, at which vehicles are released. The tow service provider must be able

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to demonstrate experience and expertise in providing towing services to public agencies and have been in the towing business within the County of Orange for a minimum of two (2) years prior to the start of contract. If telephones are the means of communication for receipt of calls from the CMPD, tow service provider shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers, or in the priority thereof, shall notify the CMPD in writing with effective the date of the change.

- The office shall be staffed with employees that can release vehicles, file and maintain documents, and answer questions from the public, both in person and on the phone, and/or electronically by e-mail.
- The business office shall include either the tow service operator or a person who has the authority to conduct business and make decisions on behalf of the tow service operator for administrative purposes and release of vehicles.
- The office shall be staffed and open for business Monday through Friday, 8:00 a.m. to 5:00 p.m. Hours and charges shall be posted for public view in an unobstructed area inside the office.
- During business hours, the tow service office staff shall release any vehicle, upon payment of fees, within twenty (20) minutes. After business hours, tow service staff shall ensure that a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for response from tow service operator. A ring down line shall be provided at the business office for direct ring to the tow yard operator after hours.
- The tow service office may be closed on City of Costa Mesa recognized holidays; however, those days will be posted in the tow office and visible to the public at least five (5) business days in advance, provided, however, that the operator must still comply with the requirement that no person waiting to take possession of his/her vehicle shall wait longer than 30 minutes for response from the tow service operator.
- The towing service office shall possess a valid City of Costa Mesa Business License.

Business Office Staff

Employees of tow service operators shall provide good customer service at all times.

Employees shall refrain from any acts of misconduct including, but, not limited to, any of the following:

1. Rude or discourteous behavior.
2. Lack of service, selective service, or refusal to provide service which the operator is or should be capable of performing.
3. Any act of sexual harassment or sexual impropriety, gender, racial, or religious discrimination.

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All tow service operators shall comply with the following non-discrimination policy:

Non-discrimination. In performing tow services pursuant to the Police Tow Policy Guidelines and Requirements, the tow service operator shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code section 1735.

Charges for Towing and Related Services

Initial Towing Fee and Daily Storage Charges shall be in compliance with California Vehicle Code section 22658 and in accordance with the rates established based on sections 9-284.8 and 9-284.9 the Costa Mesa Municipal Code.

Tow and storage rates shall be posted conspicuously in public view, in accordance with California Civil Code section 3070 (17 inches x 22 inches, with letters at least 1 inch in height).

The tow service operator agrees to provide the following services to the City at or below the rates established periodically by the City Council in accordance with section 9-284.9 of the Costa Mesa Municipal Code:

- Basic Tow/Flat Bed Tow
- Heavy Duty Tow (over ¾ ton)
- Super Heavy Duty (over 1 ton)
- Inside Storage
- Outside Storage
- Storage of Trucks, Trailers, Buses
- Storage of Motorcycles
- Tow Dolly
- Dropped Drive Line
- Winching/Recovery
- Labor
- After Hours Release
- Street Clean Up After Accident (No Tow) – Hourly Rate
- Lock outs/Extrication

With the exception of the basic tow rate, the preceding services are based on a 24-hour period. No charge or other fee shall be collected for a dry-run (i.e., when none of the above chargeable services is rendered by the tow service operator). It will be the tow service operator's responsibility to collect its fees for services rendered pursuant to this Policy and its contract with the City, and the City of Costa Mesa shall not be responsible in any way for such charges.

In the event the CMPD errs in impounding a vehicle, or for any other reason in the CMPD's sole discretion CMPD concludes a vehicle should be released without any charges, the tow

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service operator shall immediately release such vehicle without charge upon request by the CMPD.

The tow service provider must honor "no charge" or "reduced charge" towing fee waivers authorized by a Costa Mesa Police Watch Commander, Traffic Sergeant or higher, or Detective Sergeant or higher.

If clean up at collision locations is requested and no vehicle tow is being requested, the towing service provider may charge the City for clean up at the agreed upon rate based upon hours verified by the CMPD on site.

Annually, the fees established by the City Council shall be subject to automatic annual adjustments in proportion to the percentage change in the Consumer Price Index ("CPI"), as set forth in section 9-284.9 of the Costa Mesa Municipal Code.

City Recovery of Administrative Fees

The tow service provider must collect the City of Costa Mesa's reasonably borne administrative costs, on behalf of the City of Costa Mesa, in the prescribed amount established by the City user fees each year. The tow service provider must remit the collected fees on or before the 20th day of each calendar month. Payments must be made by check, payable to the City of Costa Mesa. Payments must be accompanied by statements indicating the number of towing incidents applied to compute the total fees remitted. The City has a right to request an audit at any time. If the audit is performed and errors are found, then the City may charge the tow service provider for the audit costs.

Payment

Payment of cash or credit card with proper identification shall be accepted by the tow service operator on calls for any services provided. The tow service operator, when responding to other CMPD-ordered tows, shall accept payment in the manner consistent with California Vehicle Code section 22651.1, as set forth below:

22651.1. Payment of towing and storage costs by credit card or cash. Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A credit card shall be in the name of the person presenting the card. "Credit card" means "credit card" as defined in subdivision (a) of Section 1747.02 of the Civil Code, except, for the purposes of this section, credit card does not include a credit card issued by a retail seller. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the owner of the vehicle or the person who tendered the fees for four times the amount of the towing and storage charges, but not to exceed five hundred dollars (\$500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

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Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.

TOW TRUCK DRIVERS

1. Drivers shall perform all towing and recovery services in the safest and most expedient manner possible.
2. The tow service operator shall ensure that drivers assigned to respond to City of Costa Mesa service calls are qualified employees, trained and proficient in the use of the tow truck and all related tow equipment, and able to apply the procedures necessary to safely tow and recover vehicles serviced under the operator's contract with the City.
3. All Drivers assigned to respond to City of Costa Mesa service calls will be:
 - Awake and alert
 - Punctual
 - Able to speak and write English fluently and clearly
 - Subject to a criminal history background records check to the reasonable satisfaction of the Chief of Police or his designee
 - Possess a valid California Driver's License (CDL)
 - Not under the influence of alcohol, marijuana or any controlled substance
 - No DUI convictions
 - Neat, clean and well groomed in appearance

Tattoos – In order to ensure a professional appearance for all tow service providers in Costa Mesa, all tattoos must be concealed by operators while working. Operators will be required to conceal any tattoos with gloves, collars, long sleeves, or by other means acceptable to the CMPD. Facial tattoos of any variety are not permitted. No facial piercings shall be worn while on duty. If there are any questions, clarification/authorization may be obtained by contacting the Police Chief's designee.

4. Drivers shall possess the proper class license(s) and certificate(s) required for the class of tow vehicle driven and for the type of tow service performed. Class A licenses must be endorsed by the Department of Motor Vehicles (DMV) to allow for operation of special vehicle configurations and/or special cargo.
5. All drivers may be required to submit to a City of Costa Mesa criminal history records check, including fingerprinting. Felony and misdemeanor convictions may be disqualifying. The City of Costa Mesa may elect to issue identification (ID) cards to those employees that successfully pass the background check.
6. The tow service operator shall maintain and provide the CMPD with a current list of drivers upon contract award, or upon request. Specific details required are noted in the Records and Reporting section of this document.

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7. The tow service operator shall notify the CMPD in writing, which may provided via e-mail correspondence, of any change in drivers or driver status and provide the CMPD with an updated list of drivers within seven (7) calendar days following date of change during the term of the contract.

Driving Infractions of Employees

The tow service operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

1. In the event of a traffic infraction by a rotational tow truck driver, the tow service operator will be advised of the violation by the CMPD. The tow service operator will be granted the opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the operator and/or the involved employees.
2. Any misdemeanor traffic violations may be cause for immediate disciplinary action against the operator and/or the involved employees.
3. Any conviction of the operator or an employee 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 driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude may be cause for suspension or removal of the employee or operator, denial of the operator's application, or termination of the contract.
4. An operator or employee arrested/charged for a violation involving any of the crimes listed in number 3, above, may be suspended from rotational tow until the case is adjudicated.
5. CMPD may take appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law not normally investigated by CMPD will be referred to the agency with investigative jurisdiction.
6. Nothing herein shall be deemed to prohibit CMPD from immediately suspending, terminating, or denying an application of any operator or employee whose conduct, in the opinion of the Chief of Police or his/her designee, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the agreement.

Operators shall not employ tow truck drivers with poor driving records or with traffic-related felonies. To do so knowingly or negligently would be grounds for suspension or termination.

Examples:

1. A driving record reflecting four (4) or more points in twelve (12) months constitutes a poor driving record. Five (5) or more points in twenty-four (24) months constitutes a poor driving record.

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2. A driving record reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.
3. A driver with a commercial license reflecting three (3) or more points in twelve (12) months constitutes a poor driving record. Four (4) or more points in twenty-four (24) months constitutes a poor driving record.
4. For a driver with a commercial license reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.

Driver Training

The tow service operator is solely responsible for the training of its employees. The operator shall ensure tow truck drivers responding to calls initiated by CMPD have completed the training, as required by section 2436.5 of the California Vehicle Code, within the past five (5) years. The tow service operator shall provide proof of said training for every driver on staff.

The training shall include, but not be limited to, all of the following:

1. Tow truck driver and motorist safety.
2. Vehicle operation.
3. Traffic control and scene management.
4. Communication procedures.
5. Demeanor and courtesy.

Driver Licensing

The towing company shall ensure that only qualified and competent tow drivers respond to calls initiated by the CMPD. Tow drivers shall be at least eighteen (18) years old (in compliance with California Vehicle Code section 12515) and possess the following minimum class driver's license:

1. Class A tow trucks - a valid Class C (3) license or a valid Class A (1) license with a valid medical certificate.
2. Class B tow trucks - a valid Class A (1) license with a valid medical certificate.
3. Class C tow trucks - a valid Class A (1) license with a valid medical certificate.
4. Class D tow trucks - a valid Class A (1) license with a valid medical certificate.

The Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. Tow truck drivers shall have the proper class of license and endorsement(s) for vehicle and cargo being transported as shown below:

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<u>VEHICLE TYPE OR CARGO</u>	<u>CLASS LICENSE</u>	<u>ENDORSE/CODE</u>
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B or C	H
Tank vehicle with hazardous materials	A, B or C	X

Whenever tank vehicles, double trailers, and hazardous materials carriers are towed or driven, the driver needs to possess the appropriate class of license and endorsement.

Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

Tow truck drivers may obtain a Class A driver's license which is restricted to towing other vehicles.

The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.

All tow truck drivers must be proficient in unlocking locked vehicles with minimal damage, when so requested by CMPD.

Employee Uniforms

Each tow service operator shall be required to furnish their employees with a distinctive company uniform. Each uniform shall have the company name as well as the employee's name in a conspicuous place. The tow company name and driver's first name shall be easily visible at all times; protective or inclement weather outer garments must also meet this standard. Each employee shall have sufficient uniforms so as to maintain a neat, clean appearance at all times. Minimum requirements for uniforms include a shirt, pants, and appropriate safety shoes. All drivers shall be in uniform before any towing or service operation begins. No wording, designs, photos, gestures, or anything that could be considered offensive or obscene to the general public shall be displayed by the tow drivers or on any part of the uniform. These dress standards are required in order to project a professional and positive image to the motoring public, of the tow company representing the City of Costa Mesa and the CMPD.

Drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retroreflective clothing) as required by section 1598 of the California Code of Regulations. Drivers shall further comply with all applicable requirements for warning garments set forth by the Occupational Safety and Health Administration (OSHA).

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TOW TRUCK CLASSIFICATIONS AND EQUIPMENT

All tow trucks and their equipment shall be in good working condition. Once a tow truck has arrived at a scene, the driver shall, without undue delay, move vehicles to a location where they do not impede or obstruct traffic, and remove any debris and fluids (except clear water) on the ground originating from the vehicles. Undue delay includes, but is not limited to, delays caused by lack of knowledge or training of the tow truck driver to effectively operate the tow truck or its equipment, faulty equipment, and the lack of necessary equipment or supplies to remove a vehicle and/or clean the scene.

The tow service operator agrees to maintain all of its tow vehicles in compliance with all applicable provisions of the California Vehicle Code, including, but not limited to, sections 24605, 25253, 25300, 27700, and all Vehicle Code sections regarding smog equipment requirements, consistent with industry standards and practices. Said equipment requirements shall be maintained throughout the term of the agreement. The tow service operator also agrees that all tow vehicles and tow trucks shall be maintained in a clean and neat manner and in sound mechanical condition at all times, and that on all accident calls the tow service operator will clean up and remove all debris from the accident scene as required by CMPD.

The tow service operator must comply with all federal, state, and local air pollution control laws and regulations applicable to tow services.

The equipment and performance of each towing service provider shall be subject to periodic review and/or inspection by the Chief of Police or his/her designee.

Each tow truck shall be equipped with:

- Two-way radio or "hands free" telephone, or other acceptable communications equipment. Citizen's Band Class D is not acceptable.
- Two (2) covered buckets, each having a minimum capacity of three (3) gallons. One bucket shall contain at least three (3) gallons of absorbent material (such as sand or similar material in keeping with Environmental Protection Agency (EPA) guidelines) capable of soaking fluids. The second bucket shall be used for placement of debris and other materials cleaned from an incident site.
- One (1) broom.
- One (1) shovel.

All State and Federal EPA Guidelines shall be followed.

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

All tow trucks under CMPD contract shall clearly display, in contrasting colors, the name of the tow company, address, telephone number and truck number.

Tow trucks shall not display the words "Official Police Tow" or words to that effect, without prior written approval from CMPD.

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Classes of Tow Trucks

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

There will be four (4) classes of tow trucks covered under this Policy.

Class A - Light Duty:

The tow service operator shall maintain a minimum of five (5) trucks with a manufacturer's GVWR of 10,000 to 19,500 pounds with wheel lift capability, and may have a car carrier. Class A equipment must include a 4-ton recovery equipment rating and 100 feet of 3/8 inch 6x19 cable or original equipment manufacturer (OEM) specifications.

A towing company that has a car carrier may be exempted from the wheel lift capability requirements; however, the car carrier must be an additional unit. A Class A one vehicle car carrier must be equipped with 10,000 to 16,000 GVWR chassis. Class A one vehicle must be equipped with a 16,001 to 19,500 GVWR chassis. Both must be equipped with a 3/8 inch 6x19 cable or OEM specifications.

Class B - Medium Duty:

The tow service operator shall maintain at least one (1) tow truck with a manufacturer's GVWR of 19,501 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment must include a 19,501 to 33,000 GVWR chassis and 150 feet of 7/16 inch 6x19 cable or OEM specifications.

The tow company may also have a car carrier; however, the car carrier must be an additional unit. A Class B car carrier must be equipped with a 19,501 + GVWR chassis and 50 feet of 3/8 inch 6x19 cable or OEM specifications.

Class C - Heavy Duty:

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class C equipment must include a 33,000 to 50,000 GVWR chassis, 25-ton recovery equipment rating, and 200 feet of 5/8 inch cable or OEM specifications.

Class D - Super Heavy Duty:

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer's GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class D equipment must

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include a 50,000 GVWR chassis, 30-ton recovery equipment rating, and 250 feet of 3/4 inch 6x19 cable or OEM specifications.

Inspections

Tow trucks - An annual inspection will be conducted to determine if the operator's tow vehicles comply with sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.

1. This inspection may be done by commercial enforcement officers as directed by CMPD and shall be done on an annual basis. If so done, the inspection sheet will be forwarded to the CMPD Traffic Bureau for their files. Tow trucks found in violation of the Vehicle Code equipment sections shall be repaired, then inspected by CMPD before returning to service.
2. Failure to correct deficiencies or equipment violations shall result in the tow service being suspended from the CMPD rotation list without further notice until the deficiency or violation is corrected.
3. The annual inspection shall consist of a Level One inspection conducted by a commercial enforcement officer, or any other officer assigned to the task, and a tow truck inspection (as set forth in the State of California CHP Tow Truck Inspection Guide). Upon successful completion of the inspection, a sticker or decal shall be issued by the City of Costa Mesa to the inspected vehicle. Evidence of a valid CHP inspection and current sticker will also be acceptable.
4. Tow Facility - CMPD reserves the right to conduct an inspection at any time of the tow service facilities and/or its equipment. However, a mandatory inspection will be conducted annually.
 - If any deficiencies and/or violations are discovered during the initial inspection at the time of and for the express purpose of a new contract, the tow service provider may be disqualified without the courtesy of a correction period.
 - If any deficiencies and/or violations are discovered, including an inspection for a contract renewal, the tow service will be so advised in writing. The tow service will be given five (5) business days to rectify the deficiency or violation(s).
 - Exception: Any damage to walls and/or fence structures in the tow yard facility shall be repaired within twenty-four (24) hours.

CHARGES AND LIEN SALES

The tow service operator must be familiar with all applicable DMV regulations and have the expertise to handle the paperwork for the Abandoned Vehicle Abatement (AVA) Program, including lien sales, invoices and billing for each individual abated vehicle.

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The tow service operator shall comply with California Vehicle Code section 10652 in reporting vehicles that have been stored for 30 days.

Towing service providers shall, when disposing of unclaimed vehicles, abide by all California Code sections pertaining thereto. Vehicles flagged by CMPD for destruction may not be sold by lien sale, but must be destroyed and a certificate of destruction must be provided to the CMPD.

After seventy-two (72) hours, the tow operator may bill the registered owner for lien sale charges, not to exceed the amount actually expended by operator. The operator shall not bill the City of Costa Mesa for such charges.

If hook-up or service has begun and is canceled by the vehicle owner/agent, or CMPD, charges owed (drop fee) shall be no more than one-half of the regular towing charge.

The registered owner of any vehicle that spills a fluid requiring a tow company to use absorbent may be charged the current clean-up rate by the tow service provider.

Charges for "Evidence Hold" Vehicles

The initial towing fee shall be billed to the registered owner of the vehicle.

Storage for evidence hold shall commence only upon notification by an authorized CMPD officer.

All such vehicles shall be released from evidence as soon as practicable. CMPD will provide formal notification to the tow operator as to the effective date of release. Any storage occurring after such effective date shall be charged to the vehicle's owner(s) in accordance with scheduled rates.

Whenever a vehicle is held for evidence, the contract tow service provider will contact the CMPD by the third calendar day of storage to confirm its status. Notification will be made to a Supervisor in the appropriate Division or Bureau as indicated on the impound form.

All lien sale proceedings for stored/impounded vehicles shall be in accordance with California Vehicle Code sections 9800 through 9808, 22851 through 22856, and Civil Code sections 3067 through 3074.

The contract tow service provider shall comply with all provisions of California Vehicle Code Section 22850.3(b) for vehicles impounded pursuant to Vehicle Code Section 22850.

FINANCIAL INTEREST

- A. No tow service provider or applicant shall be directly involved in the towing related business of any other tow service provider or applicant within the City of Costa Mesa. Directly involved shall mean any of the following in common between tow service operators or applicants:

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1. Business license
 2. Insurance
 3. Tow truck or equipment ownership
 4. Employees
- B. Storage facilities sharing property with other businesses or services must be separated by conditions or barriers meeting with the approval of the CMPD, as defined in the Police Tow Policy Guidelines.
- C. No tow company may transfer or assign its agreement with the City without the express written consent of the City of Costa Mesa.
- D. City personnel shall not be offered gratuities, and requests for gratuities shall not be honored by contract tow service providers, towing employees or associates of each towing company. A violation of this section shall be cause for suspension or termination of the towing contract.

ROTATION RULES

Whenever a vehicle owner is unable to specify a particular tow service, the tow service called shall be the next tow provider from the rotation list, in a rotational order. The rotational order shall be under the control of the City's Telecommunications Division to ensure equitable distribution of calls. The current method used by the City of Costa Mesa for tow rotation is based on alternation of each tow provider after a one-week period. When more than one vehicle is to be towed from an incident, the contract tow service provider on rotation shall have preference on service to all vehicles at an incident. If that tow service provider cannot handle service for all vehicles, then the next contract tow service provider up on rotation shall be called to assist and shall not lose their position on the rotation list.

The tow service provider shall advise CMPD at the time of notification if they are either unable to respond or unable to meet the required response time. If, after accepting the call, the contract tow service provider is unable to respond or will be delayed in responding, the towing company shall immediately notify the Telecommunications Division Dispatch Center.

There may be times when a tow company that was not called to a scene comes upon a collision scene where a vehicle or vehicles are blocking a roadway or a vehicle is a hazard in the roadway and a CMPD officer requests their assistance in clearing the roadway. In such a case, the towing company may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the tow service provider's place in the rotation.

A towing company shall not respond to a CMPD call assigned to another tow service unless requested to do so by the CMPD.

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FREE SERVICES PROVIDED TO THE CITY

Towing Services for City-Owned Vehicles

The tow service operator shall tow any CMPD and/or other City vehicles (under 6,000 lbs.), disabled within the City of Costa Mesa limits, at the request of City staff, free of charge. Any City vehicle weighing more than six thousand pounds (6,000 lbs.) shall be charged the standard tow rate. Towing of any CMPD and/or other City vehicles outside the City of Costa Mesa limits shall be charged the tow mileage rate only.

In addition, the towing operator shall provide free tire changes, jump starts and assistance with lockouts for all City vehicles requiring assistance within the city limits.

Costa Mesa Fire Department Training Vehicles

Upon request from the Costa Mesa Fire Department, the tow service operator shall provide the Costa Mesa Fire Department with up to two unclaimed vehicles that are ready for demolition each month, for training purposes. Tow service operators shall make arrangements with the Costa Mesa Fire Department to drop-off and pick up vehicles from the Costa Mesa Fire Department training lot at 2300 Placentia Avenue, Costa Mesa, California 92627, at no charge to the City.

RECORDS & REPORTING

1. The tow service operator shall maintain an accurate record of all vehicles towed pursuant to its contract with the City.
2. The operator shall maintain records of all tow services furnished. The records shall be maintained at the operator's place of business. Invoices shall, at a minimum, include a description of each vehicle, nature of service, start time, end time, location of call, itemized costs of towing and storage, the tow truck driver's name, and truck used.
3. The tow service operator shall file required reports and notifications with the DMV in the manner required by law.
4. The tow service operator's record keeping system must allow the tow service operator to quickly and efficiently locate records and information.
5. All records for CMPD impounds and storage shall be maintained in jacket files, segregated from the files of other law enforcement agencies.
6. Reports submitted shall contain information concerning services provided under the contract only.

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7. At the operator's primary office, business records shall also be maintained relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communication Commission licensing (if applicable), and non-police tows.
8. The records of all vehicles impounded or stored at the direction of the City of Costa Mesa shall be available for inspection only to authorized employees or officials of the City of Costa Mesa.
9. CMPD may inspect all operator records without notice during normal business hours.
10. Operators shall permit the CMPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. CMPD shall provide a receipt for any original record removed from the place of business.
11. Records shall be maintained and available for inspection for four (4) years from the date that the current contract commences.
12. Failure of the operator to comply with inspection requirements shall be cause for suspension.
13. The tow service provider shall maintain a current list of drivers and shall furnish a copy of same to CMPD on or before the 10th day of each month. This list shall contain current information on owner(s) and drivers. Specific information furnished shall include:
 - Name
 - Residence address
 - City
 - Zip code
 - Telephone numbers
 - Date of birth
 - Driver's license number
 - Vehicle unit number
 - Tow operator's permit number
 - Date of permit
 - Date of hire
 - Date of current list
 - Any other personnel information that may be requested by the Police Department

This information shall be supplied on a towing service personnel report form. This form must be signed and dated by a tow company representative. False and/or misleading information is cause for termination.

14. Each tow service provider shall record its time in and time out on every official assignment. Such records shall be made available and open to examination by the City of Costa Mesa.

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15. A representative from the Traffic Safety Bureau may contact the tow service operator via telephone daily to compare the tow service operator's list of towed vehicles with CMPD's list of towed vehicles.
16. Each tow service operator shall submit a report of released vehicles to the Traffic Safety Bureau upon request. The report shall contain the following information for each vehicle:
- Date vehicle was towed and beginning date of storage period
 - Location of pick up
 - Date and time of release
 - Vehicle year
 - Vehicle make
 - Vehicle model
 - License plate state and number
 - Vehicle identification number
 - Case number
 - Name, address and telephone number of person to whom released
 - Proof of identity provided
 - Name of employee releasing vehicle
17. Towing service providers shall submit a monthly report to the Traffic Safety Bureau, which shall include the following information:
- The total number of police impounds
 - Number of times dispatched by CMPD
 - Number of CMPD calls resulting in impounds
 - Number of calls answered in which time beyond one (1) hour was required to handle
- A copy of the monthly report shall also be provided to the Finance Department with remittance of administrative fees due on or before the 20th day of each calendar month.
18. Records shall be available to the City of Costa Mesa for inspection upon request and shall contain the following information for each vehicle:
- Date and time of tow
 - Location of vehicle when hooked up
 - Name of tow vehicle operator
 - Name and identification number of police employee requesting the tow
 - Storage facility name and address
 - Physical location of vehicle, if stored
 - Identification of vehicle, including:
 - Year, make, model, vehicle identification number, license plate state and number, color(s)
 - Release or other disposition information, including:
 - Date and time of release

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- Name, address and telephone number of person to whom released
 - Proof of identity provided
 - Name of employee releasing vehicle
 - Police report number
 - Fees charged
19. Records for each vehicle shall be maintained for a period of not less than four (4) years from the date of each tow. Records shall conform to generally accepted accounting principles.
20. The tow service operator shall maintain a list of all vehicles towed under this contract during each calendar day. A calendar day begins at 12:00 AM and ends at 11:59 PM the same day. The list shall include the following information:
- Vehicle year
 - Vehicle make
 - Vehicle model
 - License plate state and number
 - Vehicle identification number
 - Case number
21. Each tow service operator shall submit this daily list of towed vehicles to CMPD's Traffic Safety Bureau every month unless other mutually agreeable arrangements are made in a format agreed upon by the Traffic Safety Bureau and the tow service operator.

COMPLAINTS

Complaints against tow service operators will be documented on a Costa Mesa Tow Complaint form. CMPD may send out customer surveys from time to time. Complaints will be received and investigated for allegations of, but not limited to:

- Discourteous service
- Unethical business practices
- Unsafe or improper handling of stored or impounded vehicles
- Over-charging for services
- Excessive delay in responding to calls
- Unsafe towing equipment
- Violations of State laws
- Violations of City ordinances
- Deficient facility security
- Deficient facility storage conditions
- Failure to comply with City of Costa Mesa Tow Policy
- Failure to perform according to the Towing Agreement
- Failure to keep required records

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Complaints will be assigned to the Chief of Police or his/her designee for investigation. Staff will endeavor to, within ten (10) business days, send a copy of the complaint and a letter requiring a response to the affected towing company's owner(s).

No notice shall be sent or delivered if it is determined that notification will impede or interfere with police investigations.

The tow service provider shall respond in writing to the complaint within ten (10) business days from the date of the City's letter. Failure to respond within ten (10) business days will result in the investigating officer making a decision to the complaint based on the information available.

The investigating officer will consider all the evidence available and assign a disposition to the complaint. The disposition categories are:

- **Unfounded** - Incident did not occur or did occur but was lawful and within Policy.
- **Inconclusive** - Unable to determine if the incident did or did not occur, or unable to determine if the towing service or its employee(s) are responsible.
- **Sustained** - Incident occurred and was either contrary to the Tow Policy, Towing Agreement, State laws, or City ordinances.

The tow service provider and complainant will then be notified of the disposition of the complaint in writing.

DISCIPLINARY ACTION

- A. If a complaint is determined to be sustained, and the circumstances or prior records show cause for a suspension or termination of the tow service provider's service, the officer investigating the complaint will present the facts to the Chief of Police, or his/her designee, with a recommendation for disciplinary action.
- B. The Chief of Police, or his/her designee, will review the facts and the recommendations. Upon doing so, the Chief of Police will either concur with the recommendation or determine another course of action.
- C. If the Chief of Police arrives at a decision to suspend or terminate the services of a tow service provider, the decision will be forwarded, as a recommendation, to the City Manager, whose decision will be final.
- D. The tow operator shall receive a copy of the Chief of Police's recommendation at the time it is forwarded to the City Manager, and shall have ten (10) calendar days to respond in writing to the City Manager.
- E. After consideration of the Chief of Police's recommendation and any timely written *submission of the tow operator*, the City Manager shall issue a written determination of whether he/she concurs with the decision to suspend or terminate a contract tow

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service provider's services. The towing company will be promptly notified in writing of the impending disciplinary action.

TERMINATION

The City of Costa Mesa may terminate any agreement during its term without cause by providing a thirty (30) day written notice to the contract tow service operator. The City of Costa Mesa may terminate this contract for cause five (5) days after written notice is given. The contract may be terminated for cause by the City of Costa Mesa upon the occurrence of any one or more of the following events:

1. Failure of the tow service provider to comply with any of the provisions of this Policy.
2. Repeated and/or flagrant violations of the Vehicle Code by the tow service provider.
3. Failure of the tow service provider to maintain clean, orderly, and secure storage facilities.
4. Failure of the tow service provider to obtain and maintain a current valid license to do business in the City.
5. Repeated failure of the tow service provider to answer service calls within the agreed upon fifteen (15) minute response time.
6. Commission, by the owner or operator of the tow service provider, of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing operation business.
7. Removal by the tow service provider, prior to police arrival, of a vehicle involved in a collision where, as a result of such collision, a person suffered death or injury; or where the driver of one of the vehicles involved in the collision, or any of the passengers of a vehicle involved in the collision, was under the influence of an intoxicant of any nature; or where there is evidence that the vehicle to be towed was involved in a hit-and-run collision.
8. Insurance coverage as required herein has either been withdrawn or lapsed, or is not in force for any reason.
9. Dissolution of business or bankruptcy.
10. For assignment of its agreement with the City, or any right or interest stated therein, without the prior written consent of the City of Costa Mesa.
11. For any substantial or recurring deviation from the City of Costa Mesa's approved schedule of rates.

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12. Failure of the contract tow service provider to maintain satisfactory service to the public or for failure to keep any towing vehicle in a safe condition and good repair.
13. Failure to comply with any requirement of the CMPD.

EXHIBIT C

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.