

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Tuesday, July 19, 2016

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Graciela Ortiz
Mayor

Marilyn Sanabria
Vice Mayor

Jhonny Pineda
Council Member



Karina Macias
Council Member

Valentin Palos Amezcuita
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

Public Comment

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of Public Comment.

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Graciela Ortiz
Vice Mayor Marilyn Sanabria
Council Member Valentin Palos Amezquita
Council Member Karina Macias
Council Member Jhonny Pineda

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS AND ANNOUNCEMENTS

“Certificate of Appreciation” Presented to Casa de Café for Supporting the Local Economy and Huntington Park Community

“Certificate of Recognition” Presented to George and Edith Harder of HP Self Storage in Gratitude for Their Generous Support to City of Huntington Park, Parks and Recreation and Congratulations on a Happy Retirement

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this regular meeting agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: Police Officers Association (POA)
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Micon v. LSI
Case No. 5:14-CV-00419-VAP

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):

1-1 Regular City Council Meeting held Tuesday, July 5, 2016; and

COMMUNITY DEVELOPMENT

2. Approve Acceptance of Transfer of Title for Real Estate Property Located at 7116 Rugby Avenue APN 6322-023-901 & 6322-023-904, Also Known As Rugby Avenue Parking Lots

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Accept title of property located at 7116 Rugby Avenue (the Rugby Avenue Parking Lots); and
2. Authorize the City Manager to execute all documents related to the transfer of this property.

POLICE

3. Approve Renewal of Contract Services Agreement with All City Management Services, Inc.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve renewal of agreement for crossing guard services with All City Management Services; and
2. Authorize Mayor to execute agreement.

CONSENT CALENDAR (continued)

PUBLIC WORKS

4. ***Continued from July 6, 2016, City Council Meeting* – Approve Ratification of Expenditures and Appropriations for FY 15/16**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Ratification of appropriation of \$14,714 into account 111-8027-431.56-59 for FY 2015-16 for recycling and trash compliance reporting services; and
2. Ratification of budget by transferring budgeted monies from capital outlay to operating in the amount of \$262,280 for FY 2015-16 for fixed route transit service due to increases to level of service, Dial-A-Ride, and graffiti removal.

5. **Approval of Variance of Procurement Procedures for Purchase of Gasoline and Diesel Fuel for City Vehicles**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a variance of procurement procedures with vendors for the purchase of gasoline and diesel fuel for City vehicles.

END OF CONSENT CALENDAR

REGULAR AGENDA

POLICE

6. **Consideration and Authorization to Enter into a Vehicle Towing and Secured Storage Services Agreement**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve authorization to enter into a Vehicle Towing and Secured Storage Services Agreement by and between the City of Huntington Park and Mr. C's Towing for a term of three (3) years with an option for two (2), one(1)-year extensions; and
2. Direct the City Manager to negotiate the terms of the agreement and establish towing rates that are tied to the rates set by the California Highway Patrol and execute the agreement. The agreement shall preserve the City Council's ability to review the towing rates from time to time and decrease or increase the rates as they deem necessary.

PUBLIC WORKS

7. **Select and Approve Award of Contract for Demand Response Transportation Services (Dial-A-Ride)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Select the service provider for Demand Response Transportation Services;
2. Approve award of contract services agreement;
3. Authorize City Manager to negotiate final scope of work, fee, execute the agreement which shall be for a term of no more than four (4) years with a maximum of two (2) one-year renewals;
4. Encumber the remaining portion of the approved budget for FY 2016-2017 for the payment of Demand Response Transportation Services; and
5. Approve an additional budget appropriation of \$135,000 from non-general fund account including but not limited to Prop A or C.

REGULAR AGENDA (continued)

8. Reject all Bids and Authorize City's In-House Engineering Services to Complete the Design of State Street Complete Street Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Reject all submitted bids of the State Street Complete Streets Project; and
2. Authorize in-house engineering (Transtech) to complete the design of the State Street Complete Streets project.

9. Confirmation of Authorization of Sole Source Purchase of Big Belly Solar Powered Refuse and Recycling Containers per Beverage Container Grant

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Confirm authorization of Big Belly Inc. as a sole source provider of solar powered refuse and recycling containers in-lieu of typical City procurement requirements and encumber the funds for FY 15-16 which are currently budgeted.

10. Select and Approve Award of Contract for Traffic Signal Maintenance Services and Ratify Payments for These Services on a Month to Month Basis Until the Contract is Executed

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Select the service provider for Traffic Signal Maintenance Services;
2. Approve award of contract services agreement for the contract; and
3. Authorize City Manager to negotiate final scope of work, fees, execute the agreement and ratify payment of services on month to month basis until the contract is executed.

CITY MANAGER

11. Resolution Adopting the Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association (POA) Pending Ratification by the POA

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve tentatively-agreed upon modifications (Attached) to the Memorandum of Understanding (MOU) for the period July 1, 2016 through June 30, 2019, which is pending approval by the membership of the Police Officers' Association (POA);

REGULAR AGENDA ITEM 11 (continued)

CITY MANAGER

2. Adopt Resolution No. 2016-31, Approving and Adopting a Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association and Rescinding Resolution No. 2012-42; and
3. Approve additional budget appropriation of \$267,915 in order to offset the balance needed for Fiscal Year (FY) 2016-2017 payroll expenditures.

COMMUNITY DEVELOPMENT

- 12. Discussion and/or Action to Attend the 2016 International Council of Shopping Centers (ICSC) Western Conference and Deal Making in San Diego, California, August 30 through September 1, 2016**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the attendance of the City at the 2016 ICSC Western Conference in San Diego; and
2. Appoint an Ad-Hoc Committee to attend the Conference.

END OF REGULAR AGENDA

PUBLIC HEARING

FINANCE

13. **Approve Resolution and Annual Report for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year (FY) Ending June 30, 2017**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2016-29, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2016-2017.

14. **Approve Resolution Authorizing Collection of Delinquent Rubbish Charges Pursuant to Section 6-2.112 of the City of Huntington Park's Municipal Code (172.54 Refuse Collection Fees)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No 2016-30, Authorizing and Directing the County Assessor to Include Delinquent Refuse Collections Fees as a Special Assessment to be Collected at the Same Time and in the Same Manner as County Taxes (172.54 Refuse Collection Fees).

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Karina Macias

Council Member Jhonny Pineda

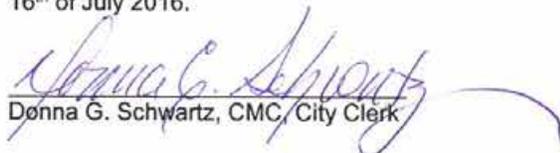
Vice Mayor Marilyn Sanabria

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council Regular Meeting on Tuesday, August 2, 2016, has been CANCELLED. The City of Huntington Park City Council will adjourn to a Regular City Council Meeting on Tuesday, August 16, 2016, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 16th of July 2016.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, July 5, 2016

Sergeant at Arms read the Rules of Decorum

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, July 5, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

ROLL CALL

PRESENT: Council Members Valentin Palos Amezcuita, Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Martha Castillo, Human Resources Director; Christina Dixon, Staff Analyst; Annie Ruiz, Accounting Manager, and Donna Schwartz, City Clerk. ABSENT: Michael Ackerman, Acting Public Works Director/City Engineer.

INVOCATION

The invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Kevin Jimenez, State Street Elementary School

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Recognition" to Kevin Jimenez for leading the Pledge of Allegiance.

Detective Rick Curiel presented the City of Huntington Park's Police Departments K9 "Kilo."

PUBLIC COMMENT

1. DeAnn D'Lean, We the People Rising, spoke in regards to the Brown Act, commented on the word racist, asked Council to stop using the word and remarked she is not racist.
2. Ruth Avila, commented on the speeding of vehicles on Cudahy Street and people dumping their cars.
3. Jorge Sepulveda, business owner, concerned with crimes increasing in the City, businesses are victims, would like patrol cars and officers on bikes to drive by, noted those who ride bikes on sidewalks and asked Council to support local business owners.
4. Rodolfo Cruz, commented on people's rights, 4th of July event, parking being an issue, illegal fireworks in the City, and review of the City's monies.
5. Nick Ioannidis, commented on his life and issues he's had in the City, spoke in opposition to City Attorney and supports legal immigrants.
6. Betty Retama, concerned with how the City has changed over years she's lived here, spoke in opposition to Council, commented on sign-in procedure at City Hall, and two "illegals."
7. Betty Robinson, We the People Rising, urged Council to remove the two immigrants from the commissions, commented on sanctuary policies and encouraged the public to get in touch with their Senators to get pass the sanctuary bills.

PUBLIC COMMENT (Continued)

At 6:39 p.m. Vice Mayor Sanabria left the chambers.

8. Mike McCoy, We the People Rising, commented on the word racist and asked to stop sanctuary cities and illegal immigration, and closed with noting his views about the City.
9. Vaughn Becht, We the People Rising, quoted Alexander Hamilton, and acknowledged victims that were killed by undocumented immigrants.
10. Wes Parker, We the People Rising, commented on the Orlando shooting, Saudi Arabia, noted political issues, and spoke in opposition to Council.
11. Robin Hvidston, We the People Rising, noted American citizens killed by undocumented immigrants, spoke about the Stanley Law, commented on the word racist, acknowledged the passing of deputies, asked to respect and enforce the laws, and asked to remove the two appointed commissioners.
12. Raul Rodriguez Jr., America First Latinos, We the People Rising, quoted Theodore Roosevelt, spoke about the American flag, loyalty to American people, commented on racist remarks, spoke in opposition to Council, and undocumented immigrants.

At 6:52 p.m. Vice Mayor Sanabria reentered the chambers.

13. Arthur Schaper, We the People Rising, commented on Vice Mayor Sanabria leaving the chambers, spoke in opposition to Council and decisions that have been made, noted crime rates, names various issues that he believes have occurred, noted the two appointees, and offered a prayer.
14. Chanel Temple, We the People Rising, spoke in regards to comments of racism, upset that she lost her job because she didn't speak Spanish, feels she is unemployed because of that, noted crime, spoke in opposition to Council, those who receive free education and commented on the immigrant appointees.
15. Valentin Amezcuita, commented on cars running through stop signs, parking issues at Mr. Ioannidis business, suggested a museum to host Mr. Ioannidis, commented on racism, and noted his no vote on Medical Marijuana Dispensaries.

STAFF RESPONSE

Mayor Ortiz requested Chief Lozano follow-up with Ms. Avila regarding the crime issue on Cudahy Street.

City Attorney Alvarez clarified the training an elected official must go through regarding the Brown Act.

Chief Lozano explained that crime rates on the Huntington Park strip are one of the lower areas in the City.

Vice Mayor Sanabria explained that the City is looking into bringing in businesses.

Council Member Pineda noted he will not change his decision of his two appointments.

CLOSED SESSION

At 7:08 p.m. City Attorney Alvarez-Glasman recessed to closed session and announced item 2 would not be discussed at this time.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
H.P. Automotive and Tow, Inc. v. City of Huntington Park, et al.
L.A.S.C No. BC 621187

2. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City
Manager
Employee Organization: Police Officers Association (POA)

At 7:32 p.m. Mayor Ortiz reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed closed session item 1, no action taken, nothing to report.

CONSENT CALENDAR

Motion: Vice Mayor Sanabria motioned to approve consent calendar, seconded by Council Member Macias. Motion passed 4-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Macias, Pineda, Vice Mayor Sanabria and
Mayor Ortiz

NOES: Council Member(s): Amezquita

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
1-1 Regular City Council Meeting held Tuesday, June 21, 2016; and

FINANCE

2. Approved Accounts Payable and Payroll Warrants dated July 5, 2016.

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

3. **Approve Contract Services Agreement with Joel Gordillo for Media Technician Services**

Motion: Council Member Pineda motioned to approve contract services with Joel Gordillo for media technician services and authorize the City Manager to execute the agreement, seconded by Council Member Amezquita.

Substitute Motion: Council Member Macias substitute motioned to approve contract services with Joel Gordillo for media technician services *changing the term to a 3 year term with not automatic renewal and to come back to Council for approval*, and authorize the City Manager to execute the agreement, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Macias, Pineda, Vice Mayor Sanabria
and Mayor Ortiz

NOES: Council Member(s): None

4. **Designation of Voting Delegate and Alternates for the League of California Cities Annual Conference, October 5-7, 2016, Long Beach, California**

Motion: Council Member Macias motion to appoint *Vice Mayor Sanabria as the Delegate* and *Council Members Pineda and Macias as the Alternates*, to represent the City at the 2016 League of California Cities Annual Conference business meeting, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

COMMUNITY DEVELOPMENT

5. Discussion of Huntington Plaza Apartments (formerly known as Rugby Plaza Senior Housing) Development

- DISCUSSION ONLY -

Council Member Amezquita requested the attachment to the staff report be forwarded to Council.

Mayor Ortiz directed staff to ensure that only Seniors are living at the apartments.

PARKS AND RECREATION

6. Authorization to Appropriate Funds within the Arts and Public Places Budget to the Supplies & Expense Account

Motion: Vice Mayor Sanabria motioned to approve the request to increase the Appropriation of \$30,000 from the Art In Public Places account #232-0000-101.10-00 to the Supplies & Expense account, #232-6010-419.61-20 in the FY 2016-2017 Budget for City Hall Holiday Tree Decorations and Pacific Boulevard Christmas Decoration set up/tear down and authorize the Finance Department to make the appropriate modification to the Budget, seconded by Council Member Macias. Motion passed 4-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): Pineda

POLICE

7. Approve Resolution Establishing a Police Department Records Retention Schedule (Policy) for the Retention and Disposition of Records

Motion: Council Member Macias motioned to adopt Resolution No. 2016-28, Establishing a Police Department Records Retention Schedule (Policy), Authorizing the Retention and Disposition of Records Pursuant to the California State Archives Records Retention Guidelines, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

PUBLIC WORKS

8. Approve Ratification of Expenditures and Appropriations for FY 15/16

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Ratification of appropriation of \$183,065 into account 220-0250-431.56-43 for FY 2015-16 for fixed route transit service due to increases to level of service;
2. Ratification of appropriation of \$14,207 into account 111-8027-431.56-59 for FY 2015-16 for recycling and trash compliance reporting services; and
3. Ratification of appropriation of \$37,515 into account 220-8070-431-56.41 for FY 2015-16 for graffiti removal services due to contract expiration and continued month-to-month interim service

City Manager Cisneros requested the item be continued to the next City Council Meeting.

Motion: Vice Mayor Sanabria motioned to approve request to continue item to the next City Council Meeting, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz

NOES: Council Member(s): None

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

City Manager Cisneros advised the City Council and Council Member Amezcuita that it is not the City's role to get involved in private disputes, with the hopes that Council Member Amezcuita will consider dropping the "parking incident."

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

At 8:40 p.m. Council Member Pineda left the chambers.

Council Member Valentin Palos Amezcuita, commented on agenda item 8 and recommended going out for RFP, commented on the parking incident that occurred on Mr. Ioannidis' property, noted his suggestions on helping the residents with regard to parking by looking into the red curbs, and touched on freedom for prosperity.

Council Member Karina Macias, thanked staff for all their support, reminded the public of the City's swimming program, thanked Chief of Police Lozano for the "Meet the Police" program, thanked the Parks and Recreation Department for all the efforts for a successful 4th of July event, commented on the item that was continued, noted Mr. Ioannidis' property is private and that the City cannot get involved in any issues on private property, and again thanked staff and her colleagues.

Council Member Jhonny Pineda, supports helping Seniors in the community, noted the success of the 4th of July event, acknowledged Parks and Recreation for all their efforts, commented on the parking issue and how the City put together a Task Force, noted the Youth program has started, commented on red curbs and their use, suggested Council Members come up with ideas to move City forward and bring in more revenue.

Vice Mayor Marilyn Sanabria, acknowledged Chief of Police Lozano's effort with the "Meet the Police" program, thanked Parks and Recreation Department for a successful 4th of July event, acknowledged the City's swimming program, commented on comments made by Council Member Amezcuita, acknowledged staff, announced the National Night Out event and encouraged to keep working as a team to make the City great.

Mayor Graciela Ortiz, asked staff to look into getting lighting at the City Yard on Bissell, noted a complaint that the flag wasn't up at the park during 4th of July and asked staff to

look into putting an American flag up at the park, thanked Chief of Police for noting the illegal fireworks in the City, commented on HP Express stating she has meet with residents stating they love the service, asked staff to provide brochures to the Seniors at the Senior places, would like to have an update on the fare ratio boxes, reminded the residents that every last Thursday of the month is the “Meet the Chief” at Freedom Park, thanked staff for all their support at the 4th of July event, and announced July 16th is the State of the City Address.

ADJOURNMENT

At 9:07 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, July 19, 2016, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

DRAFT



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE ACCEPTANCE OF TRANSFER OF TITLE FOR REAL ESTATE PROPERTY LOCATED AT 7116 RUGBY AVENUE APN 6322-023-901 & 6322-023-904, ALSO KNOWN A RUGBY AVENUE PARKING LOTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Accept title of property located at 7116 Rugby Avenue (the Rugby Avenue Parking Lots); and
2. Authorize the City Manager execute all documents related to the transfer of this property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 14, 2016 the Successor Agency Board approved an amendment to its Long Range Property Management Plan to transfer the Rugby Avenue parking lots to the City at no cost for public parking purposes. This amendment was subsequently approved by the Oversight Board on June 21, 2016, and by the State Department of Finance on July 1, 2016. The next step in completing the transfer is for the City to accept title and authorize the City Manager to execute all documents related to the transfer.

FISCAL IMPACT/FINANCING

Rugby Avenue Property will be transferred to the City at no cost and without further action by the Successor Agency and Oversight Board. The City will continue to pay for costs associated with property maintenance.

**APPROVE ACCEPTANCE OF TRANSFER OF TITLE FOR REAL ESTATE
PROPERTY LOCATED AT 7116 AVENUE APN 6322-023-901 & 6322-023-904, ALSO
KNOWN A RUGBY AVENUE PARKING LOTS**

July 19, 2016

Page 2 of 2

LEGAL AND PROGRAM REQUIRMENTS

In September 2015, SB 107 was enacted into law, providing for certain amendments to the Dissolution Act, including changes to HSC Section 34181(a)(1) by adding “parking facilities and lots dedicated solely to public parking” as an example of real property for governmental purposes. SB 107 also added HSC Section 34191.3(b), which provides that if the DOF had approved a successor agency’s LRPMP before January 1, 2016, the successor agency may amend its LRPMP once, to allow for the retention of real properties that constitute “parking facilities and lots dedicated solely to public parking” pursuant to Section 34181. SB 107 further provides that, for the purpose of an amendment to the LRPMP pursuant to HSC Section 34191.3(b), the subject property must not be one which, as of the date of transfer pursuant to the amended LRPM, generates revenues in excess of reasonable maintenance costs of the property.

CONCLUSION

Upon approval staff will prepare the documents necessary to transfer title of the property.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENT(S)

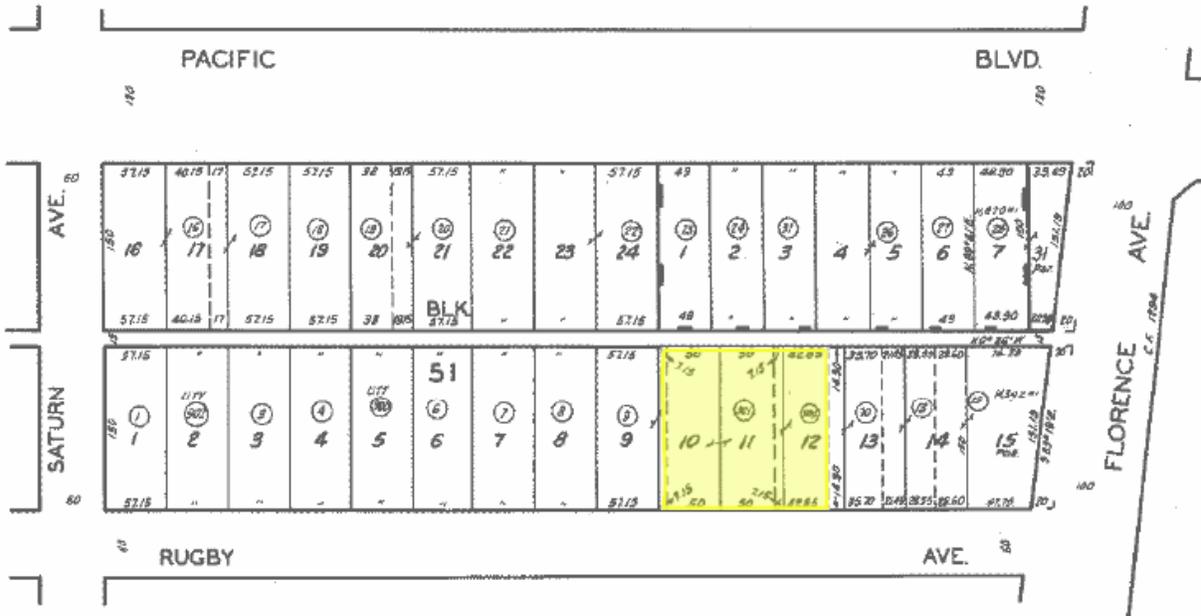
- A. Site Map
- B. Successor Agency Staff Report

ATTACHMENT A



Property #2 – Downtown Parking Lots





HUNTINGTON PARK

M. B. 3 - 91

CODE
589



All 800 series parcel
 assessed to Huntington
 Agency, unless otherwise

Property #2 – Downtown Parking Lots

1. Date of acquisition and its value at that time, and an estimated current value

These parking lots are located in two adjacent parcels (APN 6322-023-901 and 904). The City conveyed one of the parcels (No. 901) to the former RDA via a Grant Deed Agreement dated January 12, 1982. This Grant Deed stipulates that Parcel 901 reverts to the City on January 1, 2082. The second parcel (No. 904) was conveyed to the RDA by a private party on December 7, 1981. Title reports including property profile reports did not provide information regarding the value of the property at the time of acquisition.

An appraisal report completed on March 4, 2013, estimates the property value at \$630,000. It is important to note that the appraised value does not take into account the reversionary clause stipulated on the Grant Deed Agreement for Parcel No. 901. Copies of the Grant Deeds are attached to this report (Exhibit B)

2. Purpose for which property was acquired

The parcel was purchased for public parking uses. The parcels are currently improved with 41 surface parking spaces.

3. Parcel data for each property, including address, lot size and current zoning

APNs: 6322-023-901 (15,000 square feet) and 6322-023-904 (7,500 square feet)

Size: 22,500 square feet

Address: 7116 Rugby Avenue

Zoning: Downtown Huntington Specific Plan, District C, which is a Mixed Use commercial/residential zone district. Primary uses include multiple family residential, commercial retail, and office uses on the ground floor, with multiple family residential or office uses on upper levels. Development standards include a minimum 5,000 square feet and maximum development density of 70 dwelling units per acre.

4. Estimate of current value of parcel including any appraisal information

The appraised value for the property is \$ 630,000 as of March 4, 2013. The value does not take into account the reversionary clause for Parcel 6322-023-901.

5. Estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues

This parcel currently serves as free public parking for shoppers and merchants in the City's downtown along Pacific Boulevard. Therefore, there are no lease or rental revenues generated by the parking lots.

6. History of environmental contamination or remediation efforts

There are no known environmental conditions.

7. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency

The City believes that this land parcel, located within the downtown area, presents an excellent opportunity for (affordable) housing development or other higher density mixed-use projects. The property is situated in proximity to public transit station bus stops and approximately one mile from the Blue Line light rail train station, which runs from downtown Los Angeles to Long Beach. In the event the property is developed, the City will require that these public parking lots be maintained as part of any future mixed-use development projects

8. A brief history of previous development proposals and activities, including the rental or lease of property

This property was originally purchased to provide additional parking spaces for shoppers and vendors for the City's downtown.

9. Identify the use or disposition strategy the property:

- a. **Retained for governmental use**
- b. Retained for future development
- c. Retained to fulfill an enforceable obligation
- d. Sell property

10. Outline your disposition Strategy for this property

The Agency proposes to transfer the property to the City at no cost as a governmental purpose transfer, pursuant to Health & Safety Code Sections 34181 and 34191.3(b). The City will continue utilizing it as its current use - public parking.

CITY OF HUNTINGTON PARK
Successor Agency to the Community Development Commission
Agenda Report



June 14, 2016

Honorable Chair and Members of the Successor Agency Board
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Members of the Successor Agency Board to the Community Development Commission of the City of Huntington Park:

APPROVE AN AMENDMENT TO THE LONG RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.3(b) TO PERMIT A GOVERNMENTAL PURPOSE TRANSFER OF PROPERTY LOCATED AT 7116 RUGBY AVENUE IN THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THAT THE SUCCESSOR AGENCY BOARD:

1. Authorize an amendment to the Long Range Property Management Plan for disposition of the Rugby Avenue Parking Lots as a governmental purpose transfer to the City of Huntington Park.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency must prepare a Long-Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties (and interests in real property) of the former City of Huntington Park Community Development Commission (the "Former CDC"). In accordance with State law, the LRPMP was submitted to the Oversight Board and the State Department of Finance ("DOF"). Subsequently, DOF completed its review and issued a letter, dated August 29, 2013, indicating approval of the LRPMP.

In September 2015, SB 107 was enacted into law, providing for certain amendments to the Dissolution Act, including changes to HSC Section 34181(a)(1) by adding "parking facilities and lots dedicated solely to public parking" as an example of real property for governmental purposes. SB 107 also added HSC Section 34191.3(b), which provides that if the DOF had approved a

APPROVE AN AMENDMENT TO THE LONG RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.3(b) TO PERMIT A GOVERNMENTAL PURPOSE TRANSFER OF PROPERTY LOCATED AT 7116 RUGBY AVENUE IN THE CITY OF HUNTINGTON PARK

June 14, 2016

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successor agency's LRPMP before January 1, 2016, the successor agency may amend its LRPMP once, to allow for the retention of real properties that constitute "parking facilities and lots dedicated solely to public parking" pursuant to Section 34181. This amendment must be submitted to DOF by July 1st, 2016.

HSC Section 34191.3(c) further provides that, for the purpose of an amendment to the LRPMP pursuant to HSC Section 34191.3(b), the subject property must not be one which, as of the date of transfer pursuant to the amended LRPMP, generates revenues in excess of reasonable maintenance costs of the property.

Summary of Revisions to the Long Range Property Management Plan:

One of the properties contemplated under the LRPMP (located and generally known as 7116 Rugby Avenue) (the "Rugby Avenue Property"), was acquired by the former Redevelopment Agency, a portion in 1981 and the remainder in 1982, for the purpose of constructing and maintaining a public parking lot. The Rugby Avenue Property has been used continuously for public parking purposes since that time. The two parcels, consisting of approximately 24,428 square feet of land, are located behind Pacific Boulevard and include a total of 41 surface parking spaces (Exhibit A). The lots serve as free public parking for shoppers and merchants on Pacific Boulevard.

Due to the location and demand for public parking within the downtown area, the need for public parking remains. Staff recommends that the Successor Agency amend the LRPMP pursuant to HSC Section 34191.3(b) to provide for the transfer of the Rugby Avenue Property to the City at no cost for public parking purposes. Attachment A includes a copy of the LRPMP with revisions.

There is currently no generation of revenue on the Rugby Avenue Property that is in excess of reasonable maintenance costs, and the City has no current intention of imposing parking charges on the Rugby Avenue Property (if such charge is to be imposed) in excess of amounts necessary to cover reasonable costs of maintaining the public parking lot.

FISCAL IMPACT

If the proposed amendment to the LRPMP is approved by the Oversight Board and the DOF, the Rugby Avenue Property will be transferred to the City at no cost and without further action by the Successor Agency and Oversight Board. If the transfer is approved by DOF the City will be assuming ongoing maintenance costs for the property.

APPROVE AN AMENDMENT TO THE LONG RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.3(b) TO PERMIT A GOVERNMENTAL PURPOSE TRANSFER OF PROPERTY LOCATED AT 7116 RUGBY AVENUE IN THE CITY OF HUNTINGTON PARK

June 14, 2016

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CONCLUSION

Upon approval by the Successor Agency, staff will present the recommendation to the Oversight Board and DOF for final consideration and approval.

Respectfully submitted,



Manuel Acosta
Economic Development Manager

Attachment(s):

- A. Amendment to Long Range Property Management Plan (redline version showing changes)



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE RENEWAL OF CONTRACT SERVICES AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve renewal of agreement for crossing guard services with All City Management Services; and
2. Authorize Mayor to execute agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

All City Management Services provides the City of Huntington Park with crossing guard services. The previous agreement with All City Management has expired. The renewal agreement shall end on June 30, 2017 or until terminated by the City. Pursuant to the terms of this Agreement, the City can terminate the agreement at any time with 30 day written notice.

DISCUSSION

In the interest of ensuring that the City is receiving the best possible service and the best value for crossing guard services, it is the intention of staff to issue a Request For Proposal (RFP) for this service within 180 days, from today's date. The current service provider will be invited to submit a proposal should the provider be interested in possibly continuing to provide this service to the City.

FISCAL IMPACT/FINANCING

The hourly rate for the services pursuant to this agreement is \$17.08 per hour of Crossing Guard services provided. In total All City Management will provide 6,786 hours of service.

APPROVE RENEWAL OF CONTRACT SERVICES AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC.

July 19, 2016

Page 2 of 2

Funding for the Crossing Guard services are currently in the City's FY 16-17 Budget account 111-7022-421.56-41.

CONCLUSION

Authorize the City Manager to execute the contractual agreement with All City Management Services, Inc., with the stipulation that this service requires an RFP as stated.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. All City Management Services – Draft Agreement



CONTRACT SERVICES AGREEMENT

(Engagement: Crossing Guard Services)

(Parties: City of Huntington Park and All City Management Services, Inc.)

This Agreement is made and entered into this ____ day of July, 2016, by and between the City of Huntington Park, a municipal corporation (hereinafter referred to as "City"), and All City Management Services, Inc., a California corporation (hereinafter referred to as "Contractor"). City and Contractor may be referred to individually as "party" or collectively as "the parties" in this Agreement.

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period of time which commenced July 19, 2016, and shall end on June 30, 2017, or until terminated pursuant to the terms of this Agreement.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard." The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees or agents and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the Chief of Police. The Contractor's representative in dealing with the City shall be _____ during the term of this Agreement.
4. The City shall have the right to determine the hours for and locations where Crossing Guards shall be furnished by the Contractor. In addition, the City has the authority to add to and/or delete Crossing Guard locations at any time by providing written notice to the Contractor.
5. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all terms of this Agreement.
6. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any regular Crossing Guard fails to report for work at the assigned time and location and agrees to provide immediate replacement.

7. The Contractor shall provide personnel trained as specified herein for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions and provisions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas which are hereby acknowledged and incorporated herein by reference.
8. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which the designated schools in the City of Huntington Park are in session. The Contractor also agrees to maintain communication with the designated school to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The Contractor shall also provide all Crossing Guards with hand held Stop Signs of appropriate size and color and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for all Crossing Guard activities performed under this Agreement including services provided by all agents and others working for and with Contractor. The Contractor will provide to the City appropriate Certificates of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate for property damage and bodily injury; Umbrella Liability insurance of not less than \$8,000,000.00 per occurrence; and Auto Liability insurance of not less than \$1,000,000.00 per occurrence. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the Chief of Police, or designee for the City of Huntington Park.
11. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

- b) Contractor will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
12. Payment is due to Contractor within forty-five (45) days of receipt of Contractor's properly prepared invoice.
 13. Either party shall have the right to cancel this Agreement, with or without cause, by giving thirty (30) days written notice to the other.
 14. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.
 15. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Seventeen Dollars and eight Cents (\$17.08) per hour of Crossing Guard services provided. It is understood and agreed that the cost of providing Six Thousand, Seven Hundred and Eighty-Six (6,786) hours of service shall not exceed One Hundred Fifteen Thousand, Nine Hundred and Five Dollars, (\$115,905.00).
 16. This Agreement may be amended or modified only by written agreement signed by both parties.
 17. All notices required by this Agreement and/or written communications sent by one party to the other shall be given to the City and Contractor personally in writing, or alternatively by first class mail, postage prepaid, addressed as follows:

City: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attention: City Manager

Contractor: All City Management Services
10440 Pioneer Blvd., Ste. #5
Santa Fe Springs, CA 90670
Attention: Demetra Farwell

The effective date of any notice or written communication shall be the date received by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. Mail postmark. Either party may change its address by giving notice in writing to the other party as provided in this Agreement.

18. Contractor is an independent contractor and not an employee of the City. Contractor shall not, at any time or in any manner, represent that it or any of its principals or employees are employees of the City. All personnel to be utilized by Contractor in the performance of this Agreement shall be employees of Contractor and not employees of the City. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to its employees and shall be responsible for all applicable withholding taxes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City
City of Huntington Park

Contractor
All City Management Services, Inc.

By _____
Graciela Ortiz, Mayor

By _____
Demetra Farwell, Corporate Secretary

Attest:

By _____
Donna Schwartz, City Clerk

4851-7271-4022, v. 1



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE RATIFICATION OF EXPENDITURES AND APPROPRIATIONS FOR FY 15/16

IT IS RECOMMENDED THAT THE CITY COUNCIL RATIFY PAYMENTS AND APPROPRIATIONS MADE REGARDING THE FOLLOWING ITEMS:

1. Ratification of appropriation of \$14,714 into account 111-8027-431.56-59 for FY 2015-16 for recycling and trash compliance reporting services; and
2. Ratification of budget by transferring budgeted monies from capital outlay to operating in the amount of \$262,280 for FY 2015-16 for fixed route transit service due to increases to level of service, Dial-A-Ride, and graffiti removal.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In attempting to close out FY 15/16, and in the attempt to have Finance's approval for certain payments, it became apparent that some invoices were withheld for lack of sufficient budget. The City has incurred these costs and is obligated to make the payments. The payments relate to the following vendors and account numbers:

1. HF&H (recycling and trash compliance consultants). The revenues received from UPW relating to HF&H reimbursement and bulky waste cleanup are budgeted in the general fund. The expenditures related to HF&H were budgeted in Refuse Management and had no associated revenues and thus had negative fund balance. As part of our ongoing clean up in Finance, we closed fund 112 and moved the expenditures into the General Fund; however, there was no appropriation there although the funds are present and available for payment. Therefore it's necessary to ratify an expanded FY 15/16 budget in the amount of \$14,714 to pay outstanding invoices to HF&H for the months of October, January February and March. Funds will be provided in the General Fund 111-8027-431.56-59.

APPROVE RATIFICATION OF EXPENDITURES AND APPROPRIATIONS FOR FY 15/16

July 19, 2016

Page 2 of 3

2. Metro West Inc. (fixed route transit service or “Metro”). Funds for these services were budgeted in both Proposition A and C with costs almost equally allocated across each measure for total year-to-date expenditures of \$900,000 (please refer to Exhibit A accompanying this staff report). A staff report for fixed route transit was put forward on February 16, 2016 requesting an additional \$245,000 increase but it is unclear upon what that estimate was predicated. The service increases that occurred during the FY 16 were in excess of that amount. There are two invoices outstanding for the months of May and June in the amount of \$183,065.
3. Dial-A-Ride. The City Council approved the reduction of dial-a-ride service at its January 19, 2016 meeting in order to bring the service in line with available budget. The nature and scope of these modifications required an extensive community outreach effort prior to their implementation. As a result, the modifications were not implemented until March 1, 2016. The service modifications have been successful in significantly reducing the City’s monthly dial-a-ride cost. However, the delay in implementing the service changes necessitated by the community outreach and the subsequent addition of new satellite destinations and partial restoration of Sunday service has reduced potential savings. The City’s estimated FY16 expenditure for Dial-A-Ride service is approximately \$657,900, thus necessitating the transfer of \$41,700 in Prop C funds previously budgeted for capital expenditures in addition to previous budget transfers.
4. GPC Graffiti Removal Services. The GPC contract adopted in May was calculated in an amount sufficient to cover the non-contract period which including the months of January through April. A purchase order was not submitted by Public Works to encumber the amount for the remainder of the fiscal year and the money was transferred, per the department’s request, to cover costs associated with Dial-A-Ride.

FISCAL IMPACT

Like other appropriations made throughout the entire FY 15/16, amount in item #1 are additive to both the amended budget and actual budget expenditures.

There is no fiscal impact for item #2 as these are budget transfers across funds, albeit across funds that are atypical transfers, i.e., from capital projects to operating funds. The City does not permit such transfers without Council approval (like other cities) and for good reason: (1) Capital budgets comprise a very small component of all budgets and so to reduce them for operating purposes is not viewed as a best practice and it should raise certain questions; (2) The transfers from capital clearly indicate that those available resources were not used to execute upon stated objectives for capital improvements at the beginning of FY 15/16; and (3) Dollars are finite; therefore when we budget for certain expenditures and funds go unused, it should beg the question as to what happened, and we should recognize that these funds represent a foregone

APPROVE RATIFICATION OF EXPENDITURES AND APPROPRIATIONS FOR FY 15/16

July 19, 2016
Page 3 of 3

opportunity in that they could have been applied elsewhere rather than remained unexpended in a City that does have urgent capital investment needs.

With Council approval, staff will move forward with amending the Prop C budget by submitting "Form A" notifying L.A. Metro of increase expenditures. The following modification to the City's budget will need to take place:

| Expense | Transfer From | Transfer To | Amount |
|------------------|----------------------|--------------------|-------------------|
| Fixed Transit | 220-8010-431.73-10 | 220-0250-431.56-43 | \$ 183,065 |
| Dial-A-Ride | 220-8010-431.73-10 | 220-8010-431.56-45 | 41,700 |
| Graffiti Removal | 220-8010-431.73-10 | 220-8070-431.56-41 | 37,515 |
| | | Total | \$ 262,280 |

CONCLUSION

With Council approval, staff will move forward with amending the Prop C budget with our submission of the appropriate documentation. Staff recommends that Council ratify the foregoing expenditures and appropriations in order to close out FY 15/16.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



JAN MAZYCK
Interim Finance Director

ATTACHMENT(S)

A. Exhibit A

Exhibit A

Prop A & C FY 15-16 Budget

| <u>Expense Type</u> | <u>Original Budget</u> | <u>Amended Budget</u> | <u>Net Budget Change</u> | <u>Budget Balance</u> |
|--------------------------|------------------------|-----------------------|--------------------------|-----------------------|
| Salaries & Benefits | \$ 378,543 | \$ 380,498 | | 78,111 |
| Cost Allocation | 80,210 | 80,210 | | 16,448 |
| Fixed Route Transit | 655,000 | 900,000 | | 20 |
| Dial-A-Ride (All City) | 500,000 | 659,261 | | 33,852 |
| Recreation Transit | 15,000 | 11,675 | | 1,145 |
| Bus Passes | 55,000 | 55,000 | | - |
| Professional Development | 40,000 | 40,000 | | 20,557 |
| Dept Supplies & Expense | 5,000 | 5,212 | | 2,136 |
| I 710 Improvement | 25,000 | 25,000 | | 4,000 |
| Contractual Svc - Other | 324,319 | 232,871 | | 42,641 |
| Capital Outlay | 2,000,000 | 1,935,300 | | 1,748,300 |
| | \$4,078,072 | \$4,325,027 | \$ 246,955 | \$1,947,209 |

Prop A FY 15-16 Budget

| <u>Expense Type</u> | <u>Original Budget</u> | <u>Amended Budget</u> | <u>Net Budget Change</u> | <u>Budget Balance</u> |
|--------------------------|------------------------|-----------------------|--------------------------|-----------------------|
| Salaries & Benefits | \$ 107,577 | \$ 107,861 | | 15,621 |
| Cost Allocation | 21,427 | 21,427 | | 4,397 |
| Fixed Route Transit | 455,000 | 455,000 | | (1) |
| Dial-A-Ride (All City) | 500,000 | 503,325 | | - |
| Recreation Transit | 15,000 | 11,675 | | 1,145 |
| Bus Passes | 55,000 | 55,000 | | - |
| Professional Development | 40,000 | 40,000 | | 20,557 |
| | \$1,194,004 | \$1,194,288 | \$ 284 | \$ 41,719 |

Prop C FY 15-16 Budget

| <u>Expense Type</u> | <u>Original Budget</u> | <u>Amended Budget</u> | <u>Net Budget Change</u> | <u>Budget Balance</u> |
|-------------------------|------------------------|-----------------------|--------------------------|-----------------------|
| Salaries & Benefits | \$ 270,966 | \$ 272,637 | | 62,490 |
| Cost Allocation | 58,783 | 58,783 | | 12,052 |
| Fixed Route Transit | 200,000 | 445,000 | | 21 |
| Dial-A-Ride (All City) | - | 155,936 | | 33,852 |
| Dept Supplies & Expense | 5,000 | 5,212 | | 2,136 |
| I 710 Improvement | 25,000 | 25,000 | | 4,000 |
| Contractual Svc - Other | 324,319 | 232,871 | | 42,641 |
| Capital Outlay | 2,000,000 | 1,935,300 | | 1,748,300 |
| | \$2,884,068 | \$3,130,739 | \$ 246,671 | \$1,905,490 |



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVAL OF VARIANCE OF PROCUREMENT PROCEDURES FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a variance of procurement procedures with vendors for the purchase of gasoline and diesel fuel for City vehicles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City's procurement procedures and requirements dictate competitive bids be received via a request for proposals procedure for purchases of \$15,000 and over. The City purchases fuel used for the City's fleet and police vehicles every three to four weeks with average costs between \$15,000 to \$20,000 per purchase.

Upon reflection of how City purchases are made (in volume increments rather than a single purchase), staff determined that the City would be better served by written competitive bids from vendors with each individual purchase. The actual cost of fuel varies based upon spot prices for crude oil and other variables; therefore the cost of fuel will also vary with each delivery requirement to replenish the underground tanks at the Public Works yard.

The City's current AQMD fuel permit allows for 600,000 gallons of fuel dispensing per calendar year. Staff proposes to solicit competitive bids prior to each bulk purchase of gasoline and diesel from vendors.

APPROVAL OF VARIANCE OF PROCUREMENT PROCEDURES FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES

July 19, 2016
Page 2 of 2

FISCAL IMPACT/FINANCING

Fuel is budgeted annually in Account No. 741-8060-431.62-30 within the Public Works budget. This written competitive bid procedure for each fuel purchase will ensure the best price for City utilized fuel effective July 1, 2016 in perpetuity.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Huntington Park Municipal Code and Finance Department Policy and Procedure Manual require City Council approval for Purchase Orders for supplies and equipment in excess of \$15,000. The Council approval of the requested variance authorizes fuel purchases and purchase orders from \$15,000 to \$20,000.

RECOMMENDATION

Staff recommends that Council authorize the competitive solicitation of each fuel purchase up to an amount not-to-exceed \$20,000 per fuel purchase, and authorize the City Manager to execute corresponding purchase orders.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



MICHAEL J. ACKERMAN, PE, RCE
Acting Director of Public Works/City Engineer



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND AUTHORIZATION TO ENTER INTO A VEHICLE TOWING AND SECURED STORAGE SERVICES AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve authorization to enter into a Vehicle Towing and Secured Storage Services Agreement by and between the City of Huntington Park and Mr. C's Towing for a term of three (3) years with an option for two (2), one(1)-year extensions; and
2. Direct the City Manager to negotiate the terms of the agreement and establish towing rates that are tied to the rates set by the California Highway Patrol and execute the agreement. The agreement shall preserve the City Council's ability to review the towing rates from time to time and decrease or increase the rates as they deem necessary.

BACKGROUND

Staff issued the Request for Proposal (RFP) for Tow and Storage Services on June 9, 2016 with a proposal submission deadline of June 30, 2016. Electronic copies of the RFP were posted on the City's website and the notice inviting bids was published in the Press Telegram. There were two bids submitted to the City Clerk on or before the published deadline (listed in alphabetical order):

- Mr. C's Towing, Inc.
- U.S. Tow, Inc.

An ad hoc committee (the "Committee") consisting of members of the Police Department was formed to review the bids submitted by the bidders, conduct interviews with the bidders, review the site inspection reports and provide recommendations.

CONSIDERATION AND AUTHORIZATION TO ENTER INTO A VEHICLE TOWING AND SECURED STORAGE SERVICES AGREEMENT

July 19, 2016

Page 2 of 3

On Wednesday, July 6, 2016, the Committee met to open and review the proposals received by the City Clerk to ensure the proposals met the baseline (minimum) standards as published in the RFP.

On Thursday, July 7, 2016 the Committee conducted a site inspection of the primary storage facilities of Mr. C's Towing Inc. and U.S. Tow Inc., respectively.

On Tuesday, July 12, 2016 the Committee interviewed the principals of each of the firms at the Huntington Park Police Department.

The Committee unanimously agreed that Mr. C's Towing appeared to meet the needs of the City as a whole based on the following qualitative factors:

- Extensive experience with providing similar services to other local cities
- Quality of the response to the RFP
- Demonstrated a high level of community engagement
- Proven track record with Mr. C's as the interim Towing Services Provider

It is worth mentioning that U.S. Tow, Inc., was also a very well run business with significant investments in online / IT capabilities. As a whole, they are a respectable and professionally run company.

FISCAL IMPACT/FINANCING

There is no fiscal impact related to the recommended action.

CONCLUSION

After a careful review of the written proposals, the site inspections coupled with the interview process staff recommends that the City Council consider and approve a Vehicle Towing and Secured Storage Services Agreement with Mr. C's Towing Inc., for a term of three (3) years with an option for two (2), one-year extensions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



COSME LOZANO
Chief of Police

**CONSIDERATION AND AUTHORIZATION TO ENTER INTO A VEHICLE TOWING
AND SECURED STORAGE SERVICES AGREEMENT**

July 19, 2016

Page 3 of 3

ATTACHMENT(S)

- A. Official Police Tow Services – Request for Proposal –DRAFT Agreement
- B. Mr. C's Towing Inc. Proposal
- C. U.S. Tow Proposal

REQUEST FOR PROPOSALS

OFFICIAL POLICE TOW SERVICE

Proposals Due by 2 p.m. on June 30, 2016

Submit Proposals to:

City of Huntington Park
City Clerk
Re: Official Police Tow Service
6550 Miles Avenue
Huntington Park, CA 90255



KEY RFP DATES:

- | | |
|---|-------------------------------------|
| • Issuance of RFP by City | Thursday, June 9, 2016 |
| • Deadline Questions/Clarification Requests | Monday, June 20, 2016 (5:30 p.m.) |
| • Deadline for Submitting Complete Proposals | Thursday, June 30, 2016 (2:00 p.m.) |
| • Site Inspection of Towing Facilities | July 5, 2016 – July 8, 2016 |
| • Completion of Preliminary Review of Proposals | Monday, July 18, 2016 |
| • Proposer Interviews | July 25, - July 28, 2016 |
| • Announcement of Responsive Proposers List | Monday, August 1, 2016 |
| • Presentation to City Council for Final Approval | Tuesday, August 16, 2016 |
| • Tentative Start Date | Thursday, September 1, 2016 |

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Official Police Tow Services - Request for Proposals

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CITY OF HUNTINGTON PARK

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

I. INTRODUCTION

The City of Huntington Park ("City") is requesting proposals from qualified towing vendors to provide vehicle towing and secure storage services on an exclusive basis to the City of Huntington Park for vehicles seized or otherwise impounded by the Huntington Park Police Department. The City invites qualified vehicle towing and secure storage service operators to submit proposals to provide these services. The City will consider awarding at least one exclusive Towing Services Agreement in total and one backup Towing Services Agreement in total. It shall be the decision of the City Council if, when and who gets appointed as a backup Towing Service company. The Towing Services Agreement awarded to the firm with the selected proposal (hereafter referred to as the "Towing Service Provider") will be for an initial three-year term with two City-held options to extend the Towing Services Agreement for two (2) one-year extension terms subject to the same terms and conditions.

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

A. BACKGROUND

The City is soliciting proposals from qualified towing service operators to provide vehicle towing and secure storage services commencing on September 1, 2016.

Proposers who are awarded a contract by the City will be required to execute a contract services agreement (the "Towing Services Agreement") with the City of Huntington Park in the substantive form of the Towing Services Agreement attached hereto as Attachment 1. City reserves the right to make modifying and/or clarifying edits and technical corrections to the form of the Towing Services Agreement attached as Attachment 1 prior to the award of any contract and/or as a condition to the award of any contract. By submitting a proposal a proposer agrees to the terms of the Towing Services Agreement as set forth in Attachment 1, including but not limited to provisions relating to required insurance and indemnification, defaults and breaches of the agreement, maximum rates charges to persons whose vehicles are towed and other performance standards set forth therein. If a proposer's written proposal is premised and conditioned upon the City agreeing to modify, amend or strike any one or more of the terms of the template Towing Services Agreement, then the proposer shall clearly and expressly state in its proposal which provision it proposes to modify, amend or strike as part of its proposal and the proposal shall also explain why such changes are necessary and how the best interests of the City are furthered and/or safeguarded notwithstanding the proposer's requested changes. The failure to identify any provision as a provision the proposer wishes to modify, amend or strike as part of its proposal, shall mean that the proposer accepts the Towing

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Services Agreement and the provisions contained therein in their current form and is willing and able to perform under the Towing Services Agreement under the terms of the provision as is. In such event, City shall be under no obligation to entertain post-award modifications, amendments or deletions of any provision of the template Towing Services Agreement. The foregoing notwithstanding, proposer must understand that the City may consider the proposal less favorable, the more a proposal deviates from the baseline requirements of the RFP and the baseline requirements as articulated in the template Towing Services Agreement.

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

B. REQUEST FOR PROPOSALS PROCESS

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

1. Submission of Proposals

Proposals must be submitted to the City to the attention of the Office of the City Clerk ("City Clerk") located at Huntington Park City Hall – 6550 Miles Avenue, Huntington Park, California. The City Clerk's Office is open from 8:00 am to 5:00 pm Monday through Thursday, excluding City-observed holidays. **Proposals must be submitted and in the possession of the City Clerk no later than 2:00 pm on Thursday, June 30, 2016 (the "Submission Deadline").** Proposals received by the City Clerk after the Submission Deadline will not be considered. The City also reserves the right to extend the Submission Deadline at any time and for any reason, including for the purpose of requesting additional information from proposers. With respect to timely submitted proposals, the City reserves the right to waive irregularities and waive informalities or defects in any or all responses. Proposals must be submitted personally by the proposer or an employee or officer of the proposers company. Each submitted proposal shall remain valid and binding for **a period of 120 days** from the Submission Deadline. All Proposals and documents submitted will become the property of the City. Proposals and related documents submitted by proposers shall become the property of the City and shall be regarded as public records of the City. Proposals and other materials submitted by a proposer may be disclosed to the public, except where applicable exemptions from disclosure apply as determined by the City or where the proposer has specifically marked a specific document as being confidential and/or proprietary. Such confidential documents may include financial information provided by the proposer to the City. The foregoing notwithstanding, proposals shall remain confidential until such time as the Advisory Committee presents a list of responsive proposers to the City Council, which shall be posted on the City's internet homepage along with all submitted proposals.

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2. Evaluation of Proposals

All proposals received will be reviewed and evaluated by a committee of qualified personnel. The Advisory Committee shall undertake a preliminary review of all proposals and shall also schedule on-site inspections of each proposer's facilities. Based on the initial round of review, the Advisory Committee may select certain proposers for interviews so that the Advisory Committee may ask further questions, obtain clarification and if desirable attempt to negotiate modifications or refinements to the proposal that may be in the best interest of the City. The Advisory Committee shall then create a list of responsive proposers based on its evaluation of all proposals, facility inspections and interviews ("Responsive Proposers List"), and submit the Responsive Proposers List to the City Council for consideration. Proposers that the Advisory Committee rates as not Responsive (e.g., due to the proposers failure to submit all of the required information or due to the proposers inability to satisfy the baseline requirements of this proposal) will not be presented to City Council on the Responsive Proposers List. The City Council may accept or reject the determinations and/or evaluations of the Advisory Committee in whole or in part. The City Council may also reject, approve or conditionally approve the award of any one or more contracts to proposers on the Responsive Proposers List in the best interests of the City and in an effort to secure one or more Towing Service Providers who offer the best value to the City.

3. Questions and Requests for Clarification

All inquiries or comments regarding the RFP or the scope of work requested thereunder must be in writing and should be directed to Lieutenant Alfred Martinez at the Huntington Park Police Department, 6542 Miles Avenue, Huntington Park, California, 90255. All questions and/or requests for clarification regarding the RFP or the scope of work requested thereunder **must** be submitted in writing and received no later than 5:30 p.m. on Monday, June 20, 2016 (the "Question Submission Deadline"). The City will be under no obligation to respond to questions or requests for clarification submitted after the Question Submission Deadline.

Written questions or requests for clarification may be submitted via personal delivery, e-mail or overnight courier (e.g., UPS and FedEx). The point of contact for questions and requests for clarification is:

Huntington Park Police Department
Cosme Lozano, Chief of Police
6542 Miles Ave., Huntington Park CA 90255
323-826-6629
e-mail: clozano@huntingtonparkpd.org

The City shall be under no obligation to accept, consider or respond to questions or requests for clarification that are submitted verbally. Responses, whether verbal or written, which are provided by any officer or employee of the City, other than Advisory Committee shall not be valid, and proposers may not rely on such responses or bind the City to the same. Responses to questions and requests for clarification shall be communicated in writing and posted on the City's internet homepage.

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C. METHOD OF SELECTION

1. BASELINE REQUIREMENTS

Proposers must meet the following requirements, collectively referred to as the "Baseline Requirements," to be considered a Responsive Proposer to this RFP. Those proposers who do not meet the following Baseline Requirements as of the date proposals are submitted will not be presented to the City Council on the Responsive Proposers List:

1. Minimum and Other Requirements as prescribed in Sections I and II of the City of Huntington Park Contract Tow Services and Facilities Inspection Checklist ("Inspection Checklist"), attached hereto as Attachment 2.
2. Minimum Insurance Requirements as prescribed in the Insurance Requirements Checklist ("Insurance Checklist"), attached hereto as Attachment 3.

2. FACTORS WEIGHED AND CONSIDERED

For those proposers that meet the Baseline Requirements, the City will take into consideration the following additional information when selecting the proposal(s) which provide(s) the City with the best services and value. Each proposal must provide detailed information sufficient for the City to evaluate the proposer's capability to provide its vehicle towing and secure storage services. **Accordingly, in addition to the Submittal Requirements detailed under Section I(H), below, proposals should include truthful, accurate and detailed information concerning the following:**

1. The size, age, condition, accident history, safety, upkeep and state of the art character of the proposer's vehicle fleet and related equipment; the proposer's program for conducting routine vehicle and equipment safety inspections; and the proposer's degree of readiness to deploy such vehicles and equipment in satisfaction of the Towing Services Agreement as of the date of the award.
2. The size, condition, security and state of the art character of the proposer's secured vehicle storage facilities; the readiness of the facilities to receive and securely store vehicles referred by the Huntington Park Police Department as of the date of the award; the proximity of those facilities to the City of Huntington Park (in miles); whether the facilities are owned outright by the proposer or occupied pursuant to a lease or license and the duration of the lease or license; status of lease (in breach or default/not in breach or default); the facilities' days and hours of operation and staffing levels during such days and hours of operation; and the facilities policies and procedures for engaging and informing members of the public who are attempting to retrieve their vehicles during business hours or during hours when the facilities are closed for business.
3. Policies and protocols for safeguarding vehicles as evidence and for cataloging and securing any personal property evidence within the vehicles which may be needed for potential criminal prosecutions; Policies for cataloging, safeguarding and returning personal property contained within a motor vehicle, especially when such personal property is not relevant to any criminal prosecution.

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4. The character and integrity of the proposer, its principals, officers, managers and/or employees is critically important to the City of Huntington Park. With respect to this evaluation please provide responses to the following requested information:
 - a. Disclose any history of (i) criminal or other illegal conduct or illegal business practices; (ii) unethical and/or predatory business practices; and (iii) poor, nonresponsive and/or discourteous customer service as to the public agencies served or as to the persons whose vehicles have been towed within the past five (5) years. This includes the firm itself, the principals of the firm, officers of the firm and key managerial personnel.
 - b. Disclose the firm's policy for screening tow truck drivers for criminal conduct, alcohol abuse and controlled substance use, and protocols for routinely testing for alcohol abuse and controlled substance use.
 - c. Describe driver recruitment and training policies, including, but not limited to, policies for training tow truck drivers and impound yard personnel to provide courteous, honest and ethical services to persons whose vehicles have been impounded.
 - d. Disclose whether or not the firm is or has been in default or breach under any similar towing and secure storage services with any other public agency within the past five (5) years. State whether any such agreement has been terminated for cause in the past five (5) years and, if so, explain the underlying grounds for the public agency's termination of the firm's agreement for cause.
5. The knowledge and familiarity of the officers, key managers and employees of your firm, including drivers, with the California Vehicle Code, specifically, provisions relating to the services contemplated under this RFP, including but not limited to provisions of the California Vehicle Code relating to the safe and lawful towing, impoundment and secure storage of motor vehicles and the lawful operation of facilities where impounded vehicles are stored.
6. The proposer's impound policies and practices and impound rates and the strategies the proposer has in place to facilitate the speedy and cost-effective return of vehicles to persons whose vehicles have been impounded so as to minimize the accrual of costly impound fees.
7. The financial strength of the proposer to provide the quality, scope and scale of service called for under this RFP, including written proof in the form of proposer's financial records that show to the satisfaction of the City that the proposer has the financial resources and ability to perform under the Towing Services Agreement and provide the quality, scope and scale of services requested in a consistent and reliable manner throughout the term of the Towing Services Agreement or any extension term. In this regard, information such as the amount of any existing debt burdens, pending uninsured liability claims and/or access to lines of credit or other sources of funding will

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- be helpful in allowing the Advisory Committee to evaluate the proposer's financial strength or weakness.
8. The proposer's record of performance with respect to prior contracts or services with the City and/or other municipalities within the past five (5) years.
 9. The proposer's business plan and strategy for satisfying the performance requirements of the RFP and the terms of the Towing Services Agreement.
 10. The degree to which the proposer's proposal deviates from or is otherwise unable to comply with the baseline requirements and conditions set forth under this RFP. Proposers are strongly encouraged to meet or exceed the baseline requirements of this RFP.
 11. In addition to any other eligibility requirements set forth under this RFP, each proposer must also satisfy all of the following in order to be considered:
 - (a) The proposer, as of the deadline for the submission of proposals must be a party and signatory to a Tow Service Agreement with the State of California, Department of California Highway Patrol ("CHP Agreement") which agreement authorizes the proposers participation in the CHP Rotation Tow Program; and
 - (b) The CHP Agreement to which the proposer is a party and signatory must specifically authorize the proposer to provide towing and storage services to the California Highway Patrol ("CHP") for a tow district, as defined therein, that includes the territorial boundaries of the City of Huntington Park. CHP Agreements authorizing towing and storage services for tow districts that do not include the City of Huntington Park will not satisfy the requirements of this section.
 - (c) The Proposer must have a current and active Agreement with the State of California, Department of California Highway Patrol (CHP) within the County of Los Angeles.

Each proposal must include a true and correct copy of the fully executed CHP Agreement described above. At the time of the proposal submission, and throughout the term of any agreement awarded, the proposer must be admitted to the California Department of Highway Patrol's Rotation Tow Program and, except as otherwise provided under this RFP or any agreement executed with City of Huntington Park, the proposer shall comply with all requirements set forth in that certain document entitled "2015-2016 Tow Services Agreement," a copy of which is available for review at the Huntington Park City Clerk's Office and also may be found on the California Department of Highway Patrol internet website at:

https://www.chp.ca.gov/ResearchAndPlanningSectionSite/Documents/15_16TSA.pdf

Each proposal must also include true and accurate documentation showing the complete and most up-to-date schedule of tow rates, storage rates and other charges authorized by the CHP pursuant to the CHP Agreement which apply to the tow district that includes the territorial boundaries of the City of Huntington Park. If a proposer is

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awarded a contract, the proposer will not be allowed to charge persons whose vehicles have been referred to the proposer by the City under the agreement with the City any towing or storage fees or charges or any other fees or charges that have not been expressly approved by the CHP under the CHP Agreement. Also such proposer may not impose such fees or charges at rates or in amounts that exceed those expressly approved by the CHP pursuant to the proposer's CHP Agreement. The proposer may increase or otherwise adjust fees or charges previously approved by the CHP under the CHP Agreement, provided the increase or adjustment has also been approved by the CHP. The proposer will provide City with written notice of any CHP approved increases or adjustments to existing fees and charges no less than fifteen (15) days from the date such increased or adjusted fees and charges are to take effect, following approval by the CHP. The proposer will also provide the City with documentary proof that all fees and charges or all increase fees or charges have been approved by the CHP.

12. Projected response time to calls for service.

Each proposal should contain specific and detailed explanations and information as to each of the factors listed above and explain in detail and with specificity how the proposer meets or exceeds the requirements of this RFP as to each such category. Proposals should avoid being too general or too ambiguous in providing such explanation and information. Proposals should divulge whether or not a proposer has the ability to meet or exceed a requirement of the RFP at the time the proposal is submitted. City reserves the right to modify the requirements of this RFP at any time.

3. SELECTION OF PROPOSERS

The City reserves the right to reject any and all proposals, to waive any informalities and/or defects in any proposal, and to select the Proposal that provides the City the best value and serves its needs best in the judgment of the City Council. Proposals will be considered only in their entirety. Late proposals will not be considered. The City's decision shall not be decided on the basis of any single factor listed above but on the basis of the City Council's independent determination as to which proposal provides optimal combination of beneficial factors. The City reserves the right to negotiate the specific requirements and cost using the selected proposal as a basis. The City Council's final decision shall not be decided on the basis of any single factor listed above but on the basis of the City Council's independent determination as to which proposal(s) provide(s) the best value and offers the optimal combination of factors.

The City reserves the right to interview some proposers and not others following an initial review of proposals and further reserves the right to select only one or more proposers for final City Council consideration and approval following interviews.

The City Council reserve the right to further negotiate the specific requirements and compensation structure with selected proposer(s) in the interest of securing the best terms for the City and the public.

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

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1. Cost of Proposal/RFP Preparation. Each proposer shall be solely and exclusively responsible for any costs or other expenses incurred by the proposer in participating in the RFP process, which costs include without limitation, costs associated with preparing a proposal; cost associated with preparing for or attending interviews; costs associated with providing any supplemental information requested by the Advisory Committee or the City Council; costs associated with obtaining any and all certifications, bonds or insurances called for under the RFP; and costs associated with engaging the City in the negotiation of terms and conditions, including attorney costs. The City accepts no financial responsibility for any such costs incurred by the proposer, regardless of whether a proposer is or is not recommended for approval and regardless of whether a proposer is or is not finally awarded a contract by the City Council. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the proposer, except that proposals that are untimely submitted to the City shall be returned to the proposer.
2. Proposal Processing Fee. Each proposer must submit a **non-refundable** Proposal Processing Fee of **ONE-THOUSAND DOLLARS (\$1,000.00)** at the time of proposal submission. Payment shall be in the form of a check made out to the City of Huntington Park. A proposer's payment of the Proposal Processing Fee does not guarantee the proposer's proposal will be selected by the City, and the Proposal Processing Fee is non-refundable regardless of whether the proposer's proposal is selected or rejected or a contract is awarded to the proposer by the City. Furthermore, a proposer's failure to submit the Proposal Processing Fee check at the time of proposal submission, or failure to provide sufficient funds upon which the Proposal Processing Fee check can be drawn, will result in the City's determination that the proposal is incomplete and the City reserves the right to reject the proposer's proposal in its entirety.

E. PUBLIC RECORD

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

F. CONFIDENTIAL INFORMATION

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

G. DISCRIMINATION

The Proposer and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, veteran status, or any other protected class in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

H. SUBMITTAL REQUIREMENTS

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

1. State the legal name of your firm, its address and telephone number.
2. Describe your firm's background and experience and the structure of your organization (i.e., individual, partnership, corporation, joint venture, etc.).
3. Describe in specific detail the background and experience of your businesses principals, officers and key managerial staff as relates to the provision of vehicle towing and secure storage services in general and for public agencies in particular. Please also provide the business contact information of all of the foregoing, the address of the specific business location from which each will work as well as their address, phone, fax and e-mail addresses.

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4. Provide detailed information addressing all factors to be considered by the City as listed and described in Section C(2) of Article I above.
5. Provide a minimum of three and a maximum of five references for similar contracts performed within the past five (5) years paying particular attention to those in Huntington Park and its vicinity. Include the address, current phone number, name and title of the person to be contacted.
6. Describe your firm's approach to the scope of work.
7. Describe your firm's ability to perform the requested services as outlined in Sections II and III of this RFP, including experience and credentials of the personnel who will be assigned to manage operations in the City of Huntington Park.
8. Complete and provide the forms attached to this RFP as Attachments 2 through 9:
 - a. Attachment 2 - Towing Services & Facilities Inspection Checklist
 - b. Attachment 3 - Insurance Requirements Checklist
 - c. Attachment 4 - Civil Litigation History/Civil Litigation Certification
 - d. Attachment 5 - Criminal Convictions Certification
 - e. Attachment 6 - Disclosure of Contacts with City Council Members
 - f. Attachment 7 - False Claims/False Claims Act Certification
 - g. Attachment 8 - Non-Collusion Affidavit
 - h. Attachment 9 - Performance Bond

Each proposer shall also be required to procure a faithful performance bond in the form set forth in Attachment 9 of this RFP. Said faith full performance bond must be executed and in place by or before the execution of the Towing Services Agreement. The City shall be under no obligation to execute the Towing Services Agreement until such time as the performance bond is executed and City further reserves the right to reject the proposer if the proposer fails to secure and execute a performance bond by 2:00 p.m. on Thursday, September 1, 2016.

I. FORMAT FOR PROPOSAL SUBMITTAL

Limit your proposal to **30 typed pages** or less (excluding cover letter, table of contents, dividers and attachments) with minimum font size of 12 point. Resumes of principals, officers and key managers will not count toward the page limit. Proposals should include a detailed proposed scope of work, specifically detailing the various services and tasks to be performed by the proposer if awarded a contract, including procedures for performing such services and tasks.

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

- Letter of Transmittal
- Executive Summary
- Responses to Questions Posed in Section C(1) of Article 1, above.
- Resumes of principals, officers and key managerial personnel
- List of all municipalities/public agencies for whom similar services were provided over the past 5 years.

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- References plus contact information for such references.
- Current and complete schedule of all rates, fees, charges, deposits or other sums persons whose vehicles are towed and stored must pay to the proposer in order to secure the release of their vehicle.
- Completed Forms (Attachment 2-9)

J. SUBMITTAL INSTRUCTIONS

Submit ten (10) copies of Proposals to the address below by 2:00 pm on Thursday, June 30, 2016. Late proposals will not be accepted.

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA, 90255
Attention: Donna Schwartz, City Clerk

K. CERTIFICATION

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

II. GENERAL PROVISIONS

A. SERVICES TO BE PERFORMED

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

B. CONDUCT

The Towing Service Provider shall conduct business in an ethical, lawful, competent and orderly manner so as to maintain the confidence and respect of the community and the integrity of Police Department investigations. While Towing Service Provider is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and the inherent potential for conflict in vehicle removal and storage, Towing Service Provider and its employees must maintain a fair, impartial, and reasonable attitude, and perform its duties in an honest,

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competent, respectful and courteous manner. Statements and actions of the Towing Service Provider and its employees must be the result of considered judgment; not personal prejudice, bias or self-interest.

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

C. REGULATION

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

D. COOPERATION

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

E. SUPERVISION

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

F. PRIORITY AND RESPONSE TIME

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

1. Give priority to City calls when requested;
2. Maintain sufficient personnel and equipment to provide for a maximum response time of twenty (20) minutes, except as otherwise provided herein;
3. Notify the HPPD upon receipt of request for tow when a tow unit cannot respond immediately and give an estimated time of arrival; and

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4. The Towing Service Provider shall provide immediate response whenever requested to respond to the scene where a child is locked in a car or other emergency of such type.
5. In the event that the Towing Service Provider is not available or cannot comply with items 1-4, the Chief of Police or his designee will have the discretion to request services from the backup Towing Service Provider until such time that the listed conditions can be satisfied.

G. ADMINISTRATION

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

H. CITY NOT LIABLE

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

I. REPORTS TO BE MADE TO CITY

The Towing Service Provider shall provide the HPPD on the fifteenth (15th) day of each month with a written list of all vehicles removed or impounded during the past month pursuant to the Towing Services Agreement. This list shall include vehicle owner's name and address (if known), vehicle make, license and motor number, and Police report number. The list shall also include an inventory of all personal property contained within each impounded vehicle. The Towing Service Provider shall also provide at the same time, a list of all vehicles currently on the Towing Service Provider's premises that were removed from a traffic accident site handled by the HPPD. This list shall also include vehicle license number, date of storage, reason for storage, and Police report number, if applicable. An explanation of each tow requiring an excess of one hour shall be provided. The monthly report shall be signed under penalty of perjury by the Towing Service Provider's principal or primary manager for the performance of work under the Towing Services Agreement.

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

J. INSURANCE AND INDEMNITY REQUIREMENTS

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1. INSURANCE

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

- a. **Workers' Compensation Insurance** as required by the State of California, and employers liability insurance, with limits not less than \$1,000,000 each accident. The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the Franchisee under this Agreement.
- b. **Commercial General Liability Insurance** in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. Such insurance shall be shall be per occurrence, not on a claims-made basis.
- c. **On Hook Physical Damage Liability Insurance** with limits not less than \$150,000 per vehicle.
- d. **Deductibles or self-insured retentions** must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the Franchisee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- e. **Other insurance provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
 - 1) The Commercial General Liability policy shall be endorsed to provide that the City of Huntington Park, its officers, officials, employees, and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Franchisee under the Franchise Agreement. Proof of this coverage must be in the form of an additional insured endorsement to the Franchisee's insurance using ISO CG 20 10 11 85 or its equivalent language. If coverage is provided in the form of a Garage Liability Policy, such policy shall be endorsed to include equivalent additional insured status to the City of Huntington Park, its officers, officials, employees and volunteers.
 - 2) For any claims related to this project, the Franchisee's insurance coverage shall be primary insurance as respects the City of Huntington Park, its officers, officials, employees, and volunteers. Any insurance or self-

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insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Franchisee's insurance and shall not contribute with it.

- 3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, reduced in coverage or in limits, or cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Huntington Park.

f. **Subcontractors:** Franchisee shall include all subcontractors as insureds under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this RFP and the Franchise Agreement.

g. **Verification of Coverage**

- 1) Towing Service Provider shall furnish the City with original certificates and endorsements, including amendatory endorsements, effecting coverage required herein. All certificates and endorsements must be received and approved by the City of Huntington Park before work commences under the Towing Services Agreement. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements required by these specifications at any time during the term of this contract. Neither the failure of the Towing Service Provider to supply required proof of coverage, nor the failure of the City to approve same shall alter or invalidate the provisions of this contract.

- 2) The Towing Service Provider shall submit evidence of appropriate replacement or renewal coverage for all required insurance that expires or is cancelled during the term of the Contract. Such evidence shall be provided to the City no later than 15 calendar days prior to the expiration or termination of coverage. If operator fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Towing Service Provider shall be withheld until City receives required evidence that coverage has been restored.

h. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

i. All policies required pursuant to this section shall be submitted to the Chief of Police care of the City Clerk.

2. Indemnification.

a. Towing Service Provider agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, attorneys, agents and volunteers (collectively, the "Indemnitees"), at Towing Service Provider's sole expense,

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

- b. The Towing Service Provider's obligation to defend, hold harmless, and indemnify shall not be excused because of the Towing Service Provider's inability to evaluate liability or because the Towing Service Provider evaluates liability and determines that the Towing Service Provider is not liable to the claimant. The Towing Service Provider must respond within thirty (30) days to the tender of a claim for defense and indemnity by the City, unless this time has been extended by the City. If the Towing Service Provider fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Towing Service Provider by virtue of the Towing Services Agreement as shall reasonably be considered necessary by the City may be retained by the City until final disposition has been made or the claim or suit for damages, or until the Towing Service Provider accepts or rejects the tender of defense, whichever occurs first.
- c. With respect to third party claims against the Towing Service Provider, the Towing Service Provider waives any and all rights of any type to express or implied indemnity against the Indemnities.
- d. **Separate Counsel:** The City may elect to have separate legal counsel from Towing Service Provider at any time at its sole discretion, and in such case Towing Service Provider will pay all fees, costs and charges for such separate legal counsel as such costs and charges are invoiced by City's separate legal counsel, not at the conclusion of any litigation or settlement.
- e. **Subcontractors:** The Towing Service Provider shall require all subcontractors to enter into an Agreement containing the provisions set forth in this section in

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which Towing Services Agreement the subcontractor fully indemnifies the City in accordance with this RFP and the Towing Services Agreement.

- f. **Damage by Towing Service Provider:** If the Towing Service Provider or its officers, employees, agents, volunteers or subcontractors cause any injury, damage or loss to City property, including by not limited to City streets or curbs, Towing Service Provider shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the City to be indemnified by Towing Service Provider for any such injury, damage or loss. With the prior written approval of City, Towing Service Provider may repair the damage at Towing Service Provider's sole cost and expense.
- g. **Tort Claims Act:** This RFP and the Towing Services Agreement shall in no way act to abrogate or waive any immunities available to the City under the Tort Claims Act of the State of California.

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

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

L. IMPOUND REPORTS

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

M. NOTIFICATIONS

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

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

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2. All vehicles originally impounded with a criminalistics/evidentiary hold, that have remained in storage with a hold beyond seven (7) calendar days, Towing Service Provider shall notify HPPD on a weekly basis of all vehicles sold during the preceding week in accordance with statutorily established lien procedures.

N. STORAGE

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

Exceptions:

1. When a release request is made within the first "hour of storage", the storage fee shall be waived.
2. When a release request is made within 24 hours, only one day's storage shall be charged regardless of the calendar date.
3. When the vehicle is stored as evidence (22655.5 of the California Vehicle Code), the storage fee shall be waived up until the time the hold is released by police.

O. LIEN ON STORED VEHICLES

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

P. CITY VEHICLES

The Towing Service Provider shall provide, at no cost to City, routine roadside service including, but not limited to, towing service, changing flat tires, and battery jump starts to all vehicles owned by the City of Huntington Park up to and including five (5) ton rated vehicles. The Towing Service Provider shall provide these services at the request of the City Manager, Chief of Police or their designee whenever such vehicles require such service.

Q. TRAFFIC ACCIDENT SCENE CLEANUP

At the request of the HPPD, the Towing Service Provider shall dispatch a tow unit to the scene of a traffic accident and shall remove all glass, liquids and other debris deposited upon the roadway.

R. FAX MACHINE

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

S. TOXIC MATERIALS

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

T. COLLECTION OF FEES

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

U. LICENSES, CERTIFICATES AND PERMITS

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

V. BACKGROUND INVESTIGATION AND FEE REQUIRED

Prior to the award of the Towing Services Agreement, the HPPD shall conduct or have conducted a background investigation of the business, its principals, and its tow truck drivers. The Towing Service Provider awarded the Towing Services Agreement shall be responsible to notify the HPPD whenever a new driver is assigned to tow requests from HPPD. All new tow drivers shall be subject to background investigation.

W. FRANCHISE FEES

Franchise fees due the City under the Towing Services Agreement shall be based on the number of vehicles towed and/or impounded by the Towing Service Provider each month. The Franchise Fee that will be in effect during the term of this Agreement is 14% of the tow provider's gross receipts. City reserves the right to increase the amount of the franchise fee no more than once each calendar year during the initial term of any extension term of the Towing Services Agreement and no earlier than the 1st anniversary of the effective date of the Towing Services Agreement. Increase shall be sufficient to account for the increased cost of the City's

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administration of the towing program; however, no single increase will exceed an amount equal to five percent (5%) of the prior franchise fee amount.

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

In the event a Franchise fails to timely pay any sums due the City, such failure shall constitute a default under the Towing Service Provider Agreement and such default must be cured within the applicable cure period set forth in the Towing Services Agreement. In addition, the City will assess a late fee of **ONE-THOUSAND DOLLARS** (\$1,000). If the outstanding sums as well as the late fee remain unpaid after the conclusion of the applicable cure period, interest on the unpaid sums and the late fee will accrue simple interest at a rate equal to the lesser of the following until paid in full: Twelve percent (12%) per annum; or the maximum rate permitted by applicable law.

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

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

III. TOWING PROVISIONS

A. PLACE TO WHICH VEHICLES SHALL BE TOWED

When impounded by the HPPD vehicles shall be taken to the Towing Service Provider's primary secured storage facility or such other location as the HPPD may lawfully designate. If neither the owner nor the driver nor HPPD specifies a destination, is unable to do so, or is not at the scene of removal, the Towing Service Provider shall tow the vehicle to Towing Service Provider's Primary Storage Facility.

B. EVIDENCE TO BE SAFEGUARDED

The Towing Service Provider shall take all reasonable precautions required by the HPPD to avoid damage to any evidence or impounded vehicles such as fingerprints or stains. Vehicles taken into custody that involve such evidence shall be stored in the Investigative Hold Area, as defined hereinafter, and shall be secured from access by unauthorized persons. Vehicles stored for prints shall be protected from dust and dirt or deterioration of evidence by the sun or other elements. The Towing Service Provider must have the ability to hold a minimum of 25 vehicles inside/indoors of a secure building.

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C. REMOVAL CHARGES

Towing services shall include the preliminary work necessary for towing, including removal of vehicles from ditches or separation of entangled vehicles, in order to remove the hazard (vehicle) from the roadway. The vehicle will be moved to the closest and safest location at no cost to the City, and any cost to the owner or driver of the vehicle shall not exceed 50% of the normal hook-up and tow away fee.

IV. STORAGE PROVISIONS

A. STORAGE LOT(S)

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

B. PRIMARY STORAGE LOT

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

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

1. Immediately adjacent to or contain office facilities.
2. Adequate in size to accommodate all:
 - a. "Hold" vehicles;
 - b. Late model vehicles;
 - c. Specially equipped vehicles; and
 - d. Vehicles to be released immediately to owners.
3. Entirely surfaced with either concrete or asphalt material.
4. Free of holes or areas that are decomposed or broken.
5. Clean and free of litter, debris, or weeds.

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6. Include on-site security system and lighting that provides easy visibility to all areas of the lot while eliminating spill over onto neighboring properties.
7. Sized and dimensioned to afford safe access to all vehicles.

C. INVESTIGATIVE HOLD AREA AND VEHICLES

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

1. Have a fully enclosed structure that is capable of providing protection from the natural elements and prohibiting entry by unauthorized persons as prescribed by the Chief of Police or his or her designee.
2. All entries shall be documented to identify the vehicle seen, the person entering, and the date and time the person entered the Investigative Hold Area.
3. The Investigative Hold Area's storage capacity shall be capable of holding a minimum of two (2) vehicles at any one time.
4. Garage employees shall not remove property from vehicles being held for criminalistic and/or evidentiary purposes.
5. Vehicles stored in an Investigative Hold Area shall not be removed from the area until authorized by the responsible HPPD personnel/investigator.
6. Once an investigative hold has been released on a vehicle it shall be immediately removed from the Investigative Hold Area.
7. The date and time of removal and the removing employee's identity shall be recorded on the Towing Service Provider records.

Vehicles being held for Vehicle Code (VC) 22651 (0) (No Current Registration); VC 22651 (P) (Unlicensed Driver); VC 22651 (i) Unpaid Parking Citations); or VC 10751 (Altered Identification Number) (hereafter referred to as "statutory holds") need not be stored in the Investigative Hold Area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistic or evidentiary examinations. Any statutorily held vehicle shall not be available for release until authorized by any sworn or civilian supervisor.

D. SECONDARY STORAGE LOTS

The Towing Service Provider shall provide a total storage capability for fifty (50) vehicles in a Secondary Storage Facility. All Secondary Storage Facilities shall be inspected and approved by the Chief of Police or his or her designee prior to use. A Secondary Storage Facility is a designated location used by the Towing Service Provider as a yard or lot for the temporary storage of impounded vehicles. All Secondary Storage Facilities shall be within five (5) miles of Towing Service Provider's Primary Storage Facility. All Secondary Storage Facilities must be

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fenced for maximum security and lighted during the hours of darkness to afford illumination of all stored vehicles. Secondary Storage Facilities shall only be used to store vehicles with appraised values under one thousand dollars (\$1,000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles with appraised values over one thousand dollars (\$1,000.00) with the prior written approval of the Chief of Police or his or her designee, but in such cases, an attendant must be on duty at the facility for security. The location where vehicles are stored within a Secondary Storage Facility shall be accurately recorded on the garage's impound records.

E. STORAGE OF VEHICLES

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

F. ENCLOSING OF STORAGE AREAS

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

G. OFFICE

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

H. RESPONSIBILITY FOR VEHICLE, ACCESSORIES, AND PERSONAL PROPERTY

The Towing Service Provider shall be responsible for vehicles and accessories while in Towing Service Provider's possession. The Towing Service Provider shall also be responsible for personal property left in the vehicle at the time possession of that vehicle is taken. All property left in a vehicle should be listed on the California Highway Patrol 180 form. No articles shall be removed

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without first obtaining written authorization from an HPPD officer. Any articles removed for any reason shall be noted by the authorizing HPPD officer. The Towing Service Provider shall maintain a record of the identity of all persons who have entered a stored vehicle for the purpose of accessing unattached personal property. The record shall also include the date of entry and a description of any property removed.

I. PROTECTION AND HANDLING OF VEHICLES

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

The release of impounded vehicles that are available for release shall be the responsibility of the Towing Service Provider.

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

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

J. RELEASE OF VEHICLES

A dispatcher shall be responsible for releasing vehicles between the hours of 8 a.m. and 5 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 5 p.m. and 8 a.m. Any vehicle impounded in connection with a special event, as designated by the Chief of Police or his or her designee, shall be available for release for a minimum period of two (2) hours following the conclusion of the special event. For the purposes of this provision, "special event" shall include DUI checkpoints, licensed driver checkpoints, parades, street fairs and the like.

K. REGULATION

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

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

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

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

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

All requests for the adjustment of existing rates, fees, charges, deposits or other charges set forth in the proposers schedule for the same and all requests for the establishment of new types of rates, fees, charges, deposits or other charges shall be submitted to the Chief of Police care of the City Clerk with a courtesy copy to the City Manager. Verifiable profit or loss information may be required prior to any adjustment. No increase shall take effect until after the issuance of a written approval by the Chief of Police.

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

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

V. STAFFING PROVISIONS

A. SUFFICIENT PERSONNEL

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

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

B. TIMEKEEPING AND DELAYS

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

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

The Towing Service Provider shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all HPPD personnel, other law enforcement agencies, and City departments that rely upon it for tow service. In the event the Towing Service Provider cannot respond within 20 minutes, the franchisee shall immediately notify the Police dispatcher and provide an estimated time of arrival.

C. OPERATORS

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

VI. VEHICLES AND EQUIPMENT PROVISIONS

A. DISPATCHER'S OFFICE RADIO COMMUNICATIONS

The Towing Service Provider dispatcher's office shall be equipped to receive "police calls". Priority shall be given to calls from HPPD or its communications center. In the event that multiple agency requests for services are received at the same proximate time, the Towing

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Service Provider dispatcher shall assign response priority to the request of the most urgent nature based upon information the dispatcher has received.

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

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

- b. Official heavy-duty tow units will be requested by HPPD or its communication center when the vehicle to be towed possesses one or more of the following: three or more axles; a gross weight, laden or un-laden, in excess of 10,000 pounds; or a combination of commercial trailers; vehicle is longer than thirty (30) feet in length (including tongue); vehicle is wider than eight (8) feet in width utilizing a fifth wheel hitch or pintle; the condition or position of the vehicle to be removed necessitates Heavy-Duty towing equipment. The Towing Service Provider may subcontract for heavy-duty tow services. The subcontractor shall meet the standards set forth in the Towing Services Agreement.
- c. All tow trucks shall be equipped as provided in the California Vehicle Code. The Towing Service Providers trucks shall be painted, free of major dents, and kept clean and in good working order. All trucks used in performing towing services under the Towing Services Agreement shall comply with the following:
 - 1) Each tow vehicle shall carry the following equipment:
 - (a) State approved air tank or air transfer system
 - (b) Flashlight or portable light
 - (c) Floor jack - 1-ton minimum capacity
 - (d) Gasoline container – 2 ½ gallon minimum capacity
 - (e) Lug wrench – 4-way and wrench for foreign cars

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- (f) Water container – 3-gallon minimum capacity
- (g) Battery booster and cables
- (h) Axe
- (i) Sledge
- (j) Flares
- (k) Bolt cutters
- (l) Pry bar
- (m) 25 foot recovery chain
- (n) Trash can and absorbent.
- (o) Broom and dustpan
- (p) Shovel

B. TOW UNIT MARKINGS

Each tow unit shall be marked as required by California Vehicle Section 27907. Lettering shall be at least two and one-half (2 ½) inches, but not in excess of four (4) inches in height.

[END OF DOCUMENT]

Official Police Tow Services - Request for Proposals

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HPPD TOW LISTING APPLICATION

| BUSINESS | | |
|--|---|--|
| 1. BUSINESS NAME AND MAILING ADDRESS | TELEPHONE NUMBER(S) | |
| | 2. DAY | |
| | 3. NIGHT | |
| 4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE | 5. AUTOMOBILE CLUB AFFILIATIONS | |
| 6. DO YOU HAVE 24 HOURS A DAY SERVICE? <input type="checkbox"/> YES <input type="checkbox"/> NO | 7. YEARS IN THE TOWING BUSINESS | |
| 8. HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF A FELONY INVOLVING STOLEN OR EMBEZZLED VEHICLES, STOLEN PROPERTY, FRAUD RELATED TO THE TOWING BUSINESS, OR MORAL TURPITUDE? IF YES, PLEASE ATTACH A WRITTEN EXPLANATION <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| VEHICLE STORAGE | | |
| 9. PRIMARY STORAGE YARD (COMPLETE ADDRESS) | <input type="checkbox"/> OWNED | DISTANCE FROM HUNTINGTON PARK _____ MILES |
| | <input type="checkbox"/> LEASED | |
| | <input type="checkbox"/> RENTED | |
| 10. SECONDARY STORAGE YARD (COMPLETE ADDRESS) | <input type="checkbox"/> OWNED | DISTANCE FROM HUNTINGTON PARK _____ MILES |
| | <input type="checkbox"/> LEASED | |
| | <input type="checkbox"/> RENTED | |
| 11. IS STORAGE YARD FENCED (6'), LIGHTED? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 12. IS DISPATCHER ON DUTY 24 HOURS/DAY, SEVEN DAYS/WEEK, 365 DAYS/YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 13. IS THERE A SECURE INVESTIGATIVE HOLD AREA? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| FINANCIAL INTEREST | | |
| 14. LEGAL OWNER (PERSON(S), FIRM, COMPANY, ASSOCIATION OR CORPORATION) | | |
| 15. DO YOU HAVE FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN HUNTINGTON PARK? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 16. DOES ANY MEMBER OF YOUR FAMILY OPERATE ANOTHER TOW SERVICE IN HUNTINGTON PARK? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 17. DO YOU SHARE ANY FACILITIES WITH ANY OTHER LICENSED TOW COMPANY? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 18. IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF THE TOW COMPANY | | |
| TOW TRUCKS | | |
| <input type="checkbox"/> CLASS A (14,000 – 19,500 GVWR) | <input type="checkbox"/> CLASS B (19,501 – 33,000 GVWR) | |
| <input type="checkbox"/> CLASS C (33,001 – 50,000 GVWR) | <input type="checkbox"/> CLASS D (OVER 50,001) | |
| 19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| SIGNATURE | PRINT OR TYPE NAME AND TITLE | DATE |

6/13/16

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VEHICLE TOWING AND SECURED STORAGE SERVICES AGREEMENT (Parties: City of Huntington Park and _____)

THIS VEHICLE TOWING SECURED STORAGE SERVICES AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 2016 (the “Effective Date”) by and between the City of Huntington Park, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as “CITY” and _____, a _____ corporation, hereinafter referred to as “CONTRACTOR.”

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

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

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

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

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

WHEREAS, the Huntington Park City Council (“City Council”), at a regularly scheduled meeting of

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_____ 2016 approved the execution of this Agreement under Agenda Item No. _____.

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

Section 1. DEFINITIONS

- A. The term "CITY" shall refer to the City of Huntington Park, and its duly authorized employees, agents, assignees, or designees.
- B. The term "CONTRACTOR" shall refer to _____ and its duly authorized employees, agents, assignees, or designees.
- C. The term "AGREEMENT" shall refer to the Vehicle Tow Service Franchise Agreement entered into by and between the CITY and CONTRACTOR.
- D. The term "POLICE DEPARTMENT" shall refer to the CITY's Police Department.
- E. The term "CONTRACT ADMINISTRATOR" shall refer to _____.
- F. The term "VEHICLE CODE" shall refer to the State of California Vehicle Code.

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

- A. Except as otherwise provided elsewhere in this Agreement, CONTRACTOR agrees to performance all of the services and tasks set forth in the certain proposal entitled _____ and dated _____ which is attached and incorporated hereto as Exhibit _____ (hereinafter, the "Approved Scope of Work").
- B. The initial term of this AGREEMENT shall be for a total period _____ () years commencing from the Effective Date (hereinafter, the "Term").
- C. The Term may be extended for a maximum of _____ () extension terms at the option of the CITY, provided that CITY provides the CONTRACTOR with written notice of CITY's intent to exercise CITY's options to extend the term of the AGREEMENT no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its options to extend this AGREEMENT, all terms, conditions, and provisions of this AGREEMENT shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

Section 3. SUMS PAYABLE TO CITY

- A. CONTRACTOR hereby agrees to pay to CITY that amount of fees in accordance with VEHICLE CODE Section 12110 which provides that *"a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity . . . shall not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program."*
- B. Except as otherwise provided herein, CONTRACTOR shall pay to CITY Franchise fees due the City under the Towing Services Agreement shall be based on the number of vehicles towed and/or impounded by the Towing Service Provider each month, pursuant to VEHILCE CODE Sections 14602.6 and 14607.7 or which otherwise come into the possession and control of the HPPD in the

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course of its law enforcement and public safety operations. The Franchise Fee that will be in effect during the term of this Agreement is 14% of the tow provider's gross receipts. City reserves the right to increase the amount of the franchise fee no more than once each calendar year during the initial term of any extension term of the Towing Services Agreement and no earlier than the 1st anniversary of the effective date of the Towing Services Agreement. Increase shall be sufficient to account for the increased cost of the City's administration of the towing program; however, no single increase will exceed an amount equal to five percent (5%) of the prior franchise fee amount. The parties acknowledge, understand and agree that the 14% franchise fee represents a reasonable estimate of the actual and reasonable costs incurred by CITY per vehicle with respect to the performance of the tasks required to administer and enforce CITY's vehicle towing program and effort. CITY reserves the right to increase the amount of the Franchise Rate once each year during the initial term of this Agreement and any extension term following the first anniversary of the Effective Date. The Franchise Rate may not be increased by an amount that exceeds five percent (5%) of the current Franchise Rate.

- C. Within fifty (15) days from the conclusion of each month, CONTRACTOR shall remit all sums owed to CITY for vehicles referred to CONTRACTOR by CITY for towing and/or storage during the recently concluded month.
- D. All payments made pursuant to this AGREEMENT shall be made payable to the "City of Huntington Park" and directed to the attention of the CONTRACT ADMINISTRATOR and shall not be made contingent on any payments due or paid to CONTRACTOR for the actual tow and/or storage of any vehicles. With regard to vehicles impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6, the actual source of storage fee payments shall have no bearing on CONTRACTOR's duty to pay CITY under this AGREEMENT and shall include proceeds that CONTRACTOR may receive from an auction or other sale of a forfeited vehicle.
- E. If the deadline falls on a day in which the City is closed for business the deadline shall extended to close of business of the next day immediately following in which the City is open for business.
- F. In the event CONTRACTOR fails to timely pay any sums due the CITY, such failure shall constitute a default under this Agreement and such default must be cured within the applicable cure period set forth under Section 6.J, below. In addition, CITY will assess a late fee of one-thousand dollars (\$1,000) which shall become immediately due and payable along with the delinquent sums. If all outstanding delinquent sums, as well as the late fee, remain unpaid after the conclusion of the applicable cure period, interest on the unpaid sums and the late fee will accrue simple interest at a rate equal to the lesser of the following until paid in full: Twelve percent (12%) per annum; or the maximum rate permitted by applicable law.
- G. In addition to the late fees and interest accrual set forth above, failure to timely remit payments due the CITY shall constitute cause for the immediate suspension and/or termination of this Agreement as provided under Section 6.J., below.
- H. CONTRACTOR shall be required to maintain a business license with the CITY at all times during the term of this Agreement and any extension term and the duty to pay any and all business license taxes due the CITY for CONTRACTOR's business activities. CONTRACTOR's failure to maintain a business license and/or pay any and all business license taxes shall also constitute grounds from the suspension and/or termination of this Agreement and CONTRACTOR acknowledges, understands and agrees that it shall also be responsible for the payment of any fines, penalties and/or later charges due under the Huntington Park Municipal Code arising out of its failure to maintain a business license and/or pay any and all business license taxes.

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

- A. Correspondence with CHP Approved Rates, Fees and Other Charges: With respect to non-City vehicles which are referred to CONTRACTOR by CITY pursuant to this Agreement for towing or storage, CONTRACTOR may not impose any rates, fees or other charges upon the owners of such vehicles as condition for their release other than those varieties of rates, fees or other charges which CONTRACTOR is authorized to charge under that certain agreement between CONTRACTOR and the State of California, Department of California Highway Patrol ("CHP") entitled "Tow Service Agreement" which is dated as of [REDACTED]. With respect to non-City vehicles which are referred to CONTRACTOR by CITY pursuant to this Agreement for towing or storage, CONTRACTOR may not impose any rates, fees or other charges upon the owners of such vehicles as condition for their release at rate levels or in amounts that exceed those expressly approved by the CHP for the tow district that includes the territorial boundaries of the City of Huntington Park. CONTRACTOR shall have an ongoing duty and responsibility to ensure that the CITY is provided with a complete and up-to-date schedule of rates, fees and other charges as approved by the CHP along with true and correct documentation demonstrating that any and all rates, fees or other charges imposed by the CONTRACTOR have been approved by the CHP before being put into effect. Not less than fifteen (15) prior to putting any new, increased or otherwise adjusted rate, fee or other charge into effect, CONTRACTOR shall provide CITY with notice that it has been approved by the CHP along with documentation evidencing such approval. In the event CONTRACTOR ceases to be a party and signatory to a Tow Services Agreement with the CHP, CITY reserves the right to immediately terminate this Agreement upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. In the event CITY does not exercise its right to terminate the Agreement or delays the exercise of such right, rates, fees and other sums charges by CONTRACTOR shall remain the same as of the date of the most complete and up-to-date schedule of rates, fees and other charges provided to CITY which evidence all CHP approved rates, fees or other charges.
- B. The previous paragraph notwithstanding, even when tow and storage services are specifically requested by CITY, CONTRACTOR acknowledges that it shall charge vehicle owners only for its tow and storage services incurred pursuant to the terms and provisions of this AGREEMENT. At no time shall CONTRACTOR hold CITY liable for any tow or storage services incurred pursuant to and during the term of this AGREEMENT even when such services are requested by CITY. It is specifically acknowledged by CONTRACTOR that the vehicle owner shall be solely responsible for such charges.
- C. Posting of Rate Schedules:
1. CONTRACTOR shall post and maintain a sign or signs which have been approved by the CONTRACT ADMINISTRATOR in a conspicuous place or places on CONTRACTOR's premises where owner re-claims his/her vehicle and in a location designated by the CONTRACT ADMINISTRATOR which gives notice of:
 - a. The approved "Rate Schedule" for tow and storage services under the AGREEMENT as set forth in Exhibit "B". If the approved Rate Schedule is modified or amended in accordance with subsection A., above, an updated Rate Schedule shall be posted by or before the date any adjusted rates, fees, charges, deposits or other sums charged take effect;
 - b. The method of payment(s) which are acceptable by CONTRACTOR which include credit cards and U.S. currency;
 - c. A written receipt shall be supplied by CONTRACTOR for the amount of payment received;

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- d. The telephone number and address of the CONTRACT ADMINISTRATOR; and
- e. The address where a vehicle owner may address his/her complaints regarding CONTRACTOR's tow and/or storage services.

Section 5. CONTRACTOR'S RESPONSIBILITIES:

A. Compliance with Law:

- 1. CONTRACTOR shall have and maintain throughout the entire term of this Agreement a valid CITY business license and shall, at all times, keep himself or itself fully informed of and shall, at all times, be informed of and shall comply with all Federal, State and County laws, Municipal Code provisions, Ordinances and Regulations, and all VEHICLE CODE sections which are in force or become effective during the term of the AGREEMENT which, in any manner, affect tow services or the storage of vehicles.
- 2. CONTRACTOR warrants, represents and agrees that all persons seeking the release of their vehicles from CONTRACTOR shall not be subject to unlawful or arbitrary discrimination, including discrimination based upon sex, marital status, race, color, religion, ancestry, national origin, physical disability, sexual orientation and domestic partnership status and that CONTRACTOR agrees that it will conduct all its business activities pursuant to this AGREEMENT in accordance with the foregoing policy.

B. Personnel:

- 1. Except as otherwise provided under the Scope of Work, CONTRACTOR shall retain an adequate number of trained and properly licensed personnel assigned to perform the work described in this AGREEMENT. All work performed by CONTRACTOR and CONTRACTOR's officers, employees agents shall be performed in compliance with VEHICLE CODE Sections 12520 and 12804.9.
- 2. CONTRACTOR agrees to provide a copy of this AGREEMENT to each of CONTRACTOR'S employees and obtain each employees' signature on this AGREEMENT on the Acknowledgment form set forth below.

ACKNOWLEDGMENT

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

_____ Employee's Signature

- 3. CONTRACTOR shall retain all employee-executed copies of this AGREEMENT and provide the same to the CITY upon request.
- 4. In the event CONTRACTOR fails for any reason to immediately terminate an employee who has violated the terms of this AGREEMENT, then CITY reserves the right to take

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CONTRACTOR out of rotation and request tow and/or storage services from the other tow services company specified on the Rotation List which will be provided to CONTRACTOR by CITY at time of execution of this AGREEMENT.

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

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

D. Lien Sales:

1. In the event a vehicle is not claimed by its owner after CONTRACTOR duly notifies the registered or legal owner pursuant to the relevant provisions set forth in the VEHICLE CODE, CONTRACTOR shall be able to facilitate or conduct a lien sale pursuant to VEHICLE CODE Sections 22851 et seq.
2. Any and all lien sales performed by CONTRACTOR shall be done in strict compliance with all applicable laws.
3. CONTRACTOR shall indemnify, defend and hold harmless, the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from any and all liability arising out of any lien sale that CONTRACTOR facilitates or conducts.

E. Towing Operations:

1. Scope of Responsibility:

It shall be CONTRACTOR's responsibility to perform the following at no cost to CITY:

- a. Tow and store vehicles as requested by CITY including, but not limited to, the following:
 1. Vehicles taken into custody by the POLICE DEPARTMENT;
 2. Any and all CITY-owned vehicles requested to be towed and/or stored by the POLICE DEPARTMENT, including CITY owned vehicles;
 3. Vehicles abandoned in public places or on public property or private property within the jurisdiction of CITY so long as requested to be towed and/or stored by the POLICE DEPARTMENT pursuant to their enforcement powers of the law;
 4. Vehicles seized and impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6; and
 5. When the vehicle is stored as evidence (22655.5 of the California Vehicle Code), the storage fee shall be waived up until the time the hold is released by police and

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- b. Remove all debris resulting from vehicle accidents; and
 - c. Perform all necessary work preliminary to towing vehicles such as removing vehicles from ditches, righting vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required to enable the towing of certain vehicles.
2. Response Time:
- a. CONTRACTOR shall respond immediately and at any and all times to requests for tow services of vehicles when such requests for tow services are made by the POLICE DEPARTMENT.
 - b. The time period within which CONTRACTOR shall respond to requests for service by the POLICE DEPARTMENT by providing a tow vehicle at the response location shall be not greater than twenty (20) minutes from the time of such requests.
 - c. Upon receiving requests for tow service by the POLICE DEPARTMENT, CONTRACTOR shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.
 - d. In the event CONTRACTOR is unable to respond to a request by the POLICE DEPARTMENT within the twenty (20) minute time period, CONTRACTOR or its dispatcher shall notify the individual requesting the tow service and inform him/her that CONTRACTOR is unable to respond timely to the request and provide the reason therefor and an estimated time for arrival.
 - e. If CONTRACTOR is unable to respond within the twenty (20) minute time period due to conditions beyond its control, CITY shall have the right to request tow services from another tow company specified on the rotation list. If CONTRACTOR is unable to respond within the twenty (20) minute time period due to any other reason, CITY shall have the right at its sole option to eliminate CONTRACTOR from the Rotation List until such time as CONTRACTOR notifies the CONTRACT ADMINISTRATOR that it is able to respond timely to CITY's tow service requests.
 - f. In the event CONTRACTOR receives more than one (1) tow service request from either the POLICE DEPARTMENT within the same time period, CONTRACTOR shall respond to the first request then respond to the second request unless the second request involves a vehicle accident where the disabled vehicles are interrupting the flow of traffic or poses a threat to the safety of others.
3. Inventory:
- a. A detailed written inventory of all personal property in any and all vehicles towed and/or stored and/or impounded by CONTRACTOR shall be completed by the POLICE DEPARTMENT prior to the time of towing and/or storing the vehicle by the CONTRACTOR. The towing operator of CONTRACTOR shall complete and sign the appropriate section of said inventory form. A copy of the fully completed inventory form shall be given to the towing operator employed by CONTRACTOR who shall in turn give it to CONTRACTOR who shall retain it for as long as the vehicle is in CONTRACTOR's possession and control.
 - b. Under no circumstances may a vehicle and/or personal property located in a vehicle be released by CONTRACTOR to the vehicle owner or his/her designated representative without the express written permission from the POLICE.
 - c. If at any time an item of personal property is removed from a stored vehicle and placed in another location, CONTRACTOR shall prepare a receipt of said item, place a copy of said receipt in the stored vehicle, and provide a copy of said receipt to the POLICE DEPARTMENT.
 - d. CONTRACTOR agrees to indemnify, defend and hold harmless CITY and CITY'S

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

F. Storage Operations:

1. Scope of Responsibility:

- a. CONTRACTOR shall be responsible for all vehicles and their contents stored by CONTRACTOR including, but not limited to, personal property and vehicle accessories and equipment. CONTRACTOR shall be responsible for protecting these items against loss or damage from fire, theft, weather or any other causes.
- b. CONTRACTOR shall provide insurance coverage for any damage or loss to vehicles or personal property located inside any vehicles for the time period within which CONTRACTOR has possession of said vehicles.
- c. All vehicles taken into custody and stored by CONTRACTOR shall be stored without charge or cost to the CITY including those vehicles owned by CITY.
- d. Should any vehicles towed and/or stored by CONTRACTOR at the request of the POLICE DEPARTMENT appear suspicious due to altered license plates or vehicle identification numbers, CONTRACTOR shall immediately upon tow or storage advise the POLICE DEPARTMENT of the suspicious vehicles.
- e. CONTRACTOR shall not permit any unauthorized person(s) into the area in which vehicles, which are towed or stored pursuant to this AGREEMENT, are kept. CONTRACTOR shall be fully and exclusively responsible for any items missing from these stored vehicles and for any consequences resulting from the entrance of any individual not authorized by CONTRACTOR to enter into said storage area.
- f. CONTRACTOR shall take all actions and precautions necessary to protect all vehicles and their components such as their engines, trunks, and interior areas, from natural elements by closing the windows, doors, trunk lids, hoods, and, if necessary, covering the vehicle or parts thereof exposed to the weather with plastic, canvas, or other waterproof covering.
- g. CONTRACTOR shall park all stored and/or impounded vehicles in such a manner so as to prevent any damage to them during the movement or the parking of other vehicles.
- h. In the event of loss or damage to a stored vehicle, its accessories and equipment, or personal property contained in the vehicle while said vehicle is in the custody of CONTRACTOR, CONTRACTOR and not CITY shall be solely and exclusively responsible to the registered or legal owner for any and all losses and/or damage.
- i. Personal property contained in vehicles stored by CONTRACTOR shall not be disposed of to defray any charges for the towing or storage of said vehicles. In the event the owner of said vehicle fails to contact CONTRACTOR within thirty (30) days after the date of notice to the vehicle owner of impound or storage in accordance with the provisions of the VEHICLE CODE, the vehicle, its accessories and equipment, and personal property shall be disposed of in accordance with all State, County, and Municipal regulatory requirements.
- j. CONTRACTOR shall comply with the requirement set forth in VEHICLE CODE Section 10652 regarding the reporting of stored vehicles in excess of thirty (30) days to the Department of Justice.
- k. Upon the request of the vehicle owner(s) or his/her authorized representative; CONTRACTOR shall not release the vehicle and/or the owner(s) personal property without the express written consent of the POLICE DEPARTMENT.
- l. Pursuant to a request by the vehicle owner(s) or his/her authorized representative for release of the vehicle and/or the owner(s) personal property and upon the express written consent of such release by the POLICE DEPARTMENT, CONTRACTOR shall release

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the vehicle and/or the owner(s) personal property at CONTRACTOR's primary storage facility during normal business hours which are between the hours of 8 a.m. to 5 p.m. Mondays through Sunday, except holidays. Said release shall be conditioned upon the showing of proof of proper identification and authority by the owner or his/her designated representative. The removal of personal property items only from a stored vehicle should be released pursuant to this provision without reference to any costs or charges pending because of the tow or storage of said vehicle.

- m. With regard to any and all vehicles impounded and stored by CONTRACTOR as evidence of a crime or which are involved in a pending investigation, CONTRACTOR shall take all reasonable steps to safeguard and protect the vehicle and all of its contents and to take all reasonable precautions required by the POLICE DEPARTMENT to avoid damage to any evidence such as fingerprints or stains contained in or on any and all stored vehicles and their parts.
- n. Vehicles taken into custody and stored by CONTRACTOR as evidence of a crime or which are involved in a pending investigation shall be locked securely and stored in a covered area separate from all other stored vehicles and which is protected against entry by unauthorized persons. CONTRACTOR shall be fully and exclusively responsible for any items missing from these stored vehicles and for the entrance of any individual not authorized by CONTRACTOR to enter into said storage area.

2. Storage Facilities:

- a. Except as otherwise provided in the Scope of Work: (i) all vehicles impounded or taken into custody by CITY must be stored by CONTRACTOR in areas that are enclosed by substantial wire fences or walls that have gates or doors which lock; (ii) fences or wall enclosures shall be not less than six (6) feet in height and shall have not less than one (1) gate or door of adequate width and height; and (iii) the bottom edge of the enclosure structure shall not be more than two (2) inches above the parking surface of the enclosed area. All fence or wall enclosures shall be maintained in good order throughout the term of this AGREEMENT. In the event said fences or walls are damaged in any way, CONTRACTOR shall repair said fences or walls within twenty four (24) hours from the time of the occurrence of any damage to ensure proper protection of the stored vehicles.
- b. The CONTRACT ADMINISTRATOR or his designee reserves the right to implement and modify any security requirements should it become necessary in order to comply with local conditions.
- c. The CONTRACT ADMINISTRATOR or his designee reserves the right to inspect CONTRACTOR's vehicle storage facility at its sole discretion and at any time without notice to CONTRACTOR to ensure that CONTRACTOR maintains its facility in compliance with the requirements set forth herein.
- d. CONTRACTOR's storage facility shall comply with all zoning and other ordinance requirements of CITY.
- e. CONTRACTOR shall provide a primary storage site within five (5) miles of the territorial boundaries of the CITY that shall provide enough space to maintain a capacity of one hundred (100) vehicles outside on a level and unpaved surface.

3. Storage Facility Hours of Operation:

- a. CONTRACTOR's storage facility shall be open and supervised from the hours of 8 a.m. to 5 p.m., Mondays through Sunday, except holidays, and shall have a responsible person available on an on-call basis twenty four (24) hours per day, seven (7) days per week who is available to release vehicles or personal property to the rightful owner or the owner's representative.

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G. Location and Maintenance of Premises:

1. CONTRACTOR shall maintain and provide a place of business and primary storage facility within five (5) miles of the territorial boundaries of CITY, for vehicles stored pursuant to this AGREEMENT.
2. The primary storage facility shall be located at the same location as the business address. CONTRACTOR shall provide each and every address of any vehicle storage facilities that are located separate from CONTRACTOR'S primary place of business, and the distance from the primary place of business. The primary storage facility must be located within the City limits and vehicles towed in Huntington Park have to be stored in Huntington Park.
3. All landscaped areas of CONTRACTOR's premises shall be maintained in a neat and orderly condition with the landscape in a healthy state and free of weeds and litter.
4. The unpaved storage space shall be kept free of weeds, litter, debris, and any other materials, substances, or any automotive parts unless said parts are stored as evidence for the POLICE DEPARTMENT. CONTRACTOR shall comply with all municipal laws and ordinances and avoid contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by Federal, State, and County or municipal regulations.
5. All paved surface areas of CONTRACTOR's premises shall be in good repair without broken parts, holes, potholes, or litter. Any premises used for the storage of vehicles located within the jurisdictional boundaries of CITY shall be landscaped according to CITY rules and regulations.

H. Delegate or Assign:

1. CONTRACTOR shall give full attention to the faithful performance of the terms of this AGREEMENT. CONTRACTOR shall not assign or delegate any or all of the duties and responsibilities set forth in this AGREEMENT without the express and written prior approval by the City Council.
2. CONTRACTOR shall not, either legally or equitably, assign any of the monies payable to CONTRACTOR or CONTRACTOR's claims thereto under this AGREEMENT unless CONTRACTOR obtains prior written approval from the City Council.
3. Nothing contained in this AGREEMENT shall create any contractual relationship between any subcontractor and CITY.

I. Termination / Suspension of Agreement.

1. CITY may terminate this Agreement and the franchise granted hereunder at any time for convenience and without cause by giving CONTRACTOR a minimum of sixty (60) days prior written notice of CITY's intent to terminate for convenience. The prior or concurrent issuance of a Default Notice by CITY or by CONTRACTOR pursuant to subsection D, below, shall not operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided herein.
2. CONTRACTOR may terminate this Agreement for convenience by giving CITY no less than ninety (90) days prior written notice of its intent to terminate this Agreement for convenience. CONTRACTOR shall continue to fully and faithfully perform under this Agreement pending the effective date of any termination for convenience by either CITY or CONTRACTOR.
3. Event of Default; Breach; Termination/Revocation of Franchise for Cause:

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- a. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) the date by which the Event of Default shall be cured, which date shall not be later than the period allowed by applicable cure period set forth under subsections J.3.b.i through J.3.b.4, below. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- b. CONTRACTOR shall cure the following types of Events of Defaults within the following time periods:
 1. Within twenty-four (24) hours of CITY's issuance of a Default Notice for any failure of CONTRACTOR to allow access to its facilities or to permit any inspection of any records, vehicles or equipment by CITY or CITY's authorized agents as provided or otherwise authorized under this Agreement. CITY shall be under no obligation to entertain any request by CONTRACTOR for additional time to allow such access to its facilities or to permit any such inspections by CITY or CITY's authorized agents.
 2. Within forty (48) hours of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely pay any monetary sums owed to CITY at the time specified in this Agreement, including but not limited to any fees, interest, penal sums, reimbursements or late charges, provided, however that if the end of the 48-hour cure period falls on a day in which the CITY is not open for business, the deadline for remitting payment shall be extended to the close of business of the next day in which the CITY is open for business. Except as otherwise provided under the preceding sentence, CITY shall be under no obligation to entertain any request by CONTRACTOR for additional time to pay any monetary sums owed to the CITY.
 3. Within five (5) days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to provide CITY or CITY's employees or agents with any reports, records, work product, records or information which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this under the terms of this Agreement, the Huntington Park Municipal Code or any other applicable laws or regulations of the County of Los Angeles, the State of California or the federal government of the United States of America. Prior to the expiration of the 5-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and a showing that the Event of Default cannot be reasonably cured within the 5-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time

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for the cure such an Event of Default under that exceeds seven (7) calendar days from the end of the initial 5-day cure period.

4. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period prescribed under this subsection, CONTRACTOR may submit a written request for additional time to cure such other Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
4. In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement; or the failure to timely perform or properly perform any such duty, obligation, service or task; or the failure to adhere to any performance standard or operating requirements set forth in this Agreement, an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following specific varieties of defaults:
 - a. The initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or other similar proceedings as relates to CONTRACTOR, whether voluntary or involuntary; or
 - b. CITY's discovery that any representation of CONTRACTOR relating to CONTRACTOR's performance under this Agreement or any representation made by CONTRACTOR in the proposal it submitted to secure the award of this Agreement is false, misleading or erroneous in any material respect; or
 - c. CITY's discovery that contractor is in violation of or is not in compliance with any local, county, State or federal law regulating towing service operations or the operation of vehicle storage facilities, including but not limited to the provisions of Article 1 of Chapter 10 of Division 11 of the California Vehicle Code (Vehicle Code section 22650 et seq.) including but not limited to those operating standards, noticing requirements and service requirements set forth under Vehicle Code sections 22655.5(c), 22658, and 22699; or
 - d. Any assignment or transfer of all or any portion of CONTRACTOR's interest in this Agreement to any person or other legal entity (including but not limited to any person or other legal entity of which CONTRACTOR or CONTRACTOR's principals, shareholders or partners hold any type of ownership interest or other controlling interest) that is not first approved by the CITY in writing by action of the City Council; or
 - e. The sale, conveyance, transfer, hypothecation, leasing, subleasing or licensing to any person or other legal entity of all or any portion of the real property upon which CONTRACTOR's primary or secondary storage facilities are located that has not first been approved by the CITY in writing by action of the City Council, including but not limited to any sale, conveyance, transfer, leasing, subleasing or licensing to a person or other legal entity in which

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CONTRACTOR or CONTRACTOR's principals, shareholders or partners holder any type of ownership interest or controlling interest in the person or other legal entity to whom the real property is to be sold, conveyed, hypothecated, leased sublet or licensed).

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

5. CITY shall have forty-five (45) calendar days from the date CONTRACTOR issues a Default Notice to cure any Event of Default, unless the Event of Default cannot reasonably be cured within the 45-day cure period. CITY shall be granted an additional forty-five (45) calendar days to cure any Event of Default upon CITY's written request for such an extension of time and CITY's demonstration that it has commenced the cure of the Event of Default. Alternatively, CITY may at any time during the initial 45-day cure period submit a written objection to the Default Notice along with any written declarations or other evidence which rebut or otherwise disprove the assertions in the CONTRACTOR's Default Notice. In the event CITY and CONTRACTOR are unable to agree as to whether or not an Event of Default on the part of CITY has occurred or whether CITY's proposed cure will adequately cure the Event of Default, CONTRACTOR shall either waive the Event of Default in writing or issue a written notice declaring the CITY to be in breach of the Agreement. CONTRACTOR shall have no authority to issue a breach notice to CITY prior to the earlier of the following: (i) the expiration of CITY's initial 45-day cure period or any additional 45-day cure period invoked by the CITY; or (ii) CITY's issuance of a written objection to the Default Notice. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of its performance under this Agreement.
6. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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7. The rights and remedies available to CITY hereunder shall be in addition to and not a limitation of any rights and remedies available to CITY at law or in equity. In addition to any other remedies available to CITY at law, in equity or under this Agreement in the event of any breach of this Agreement by CONTRACTOR, CITY, in its sole and absolute discretion, may also avail itself of any one or more of the following remedies:
 - a. The termination of this Agreement and the rights and privileges set forth herein, upon CITY's issuance of written notice specifying the effective date of such termination; and/or
 - b. Specific performance of any one or more of the provisions of this Agreement, declaratory relief and/or injunctive relief.
 8. Concurrent with, or as an alternative to, CITY's initiation of the Default Notice process, CITY may also suspend CONTRACTOR's performance under this Agreement and the rights and privileges conferred hereunder for one (1) or more days, under any of the grounds set forth under subsections C and D of this section, pending the cure of an Event of Default, the termination of this Agreement for cause or convenience or pending CITY's exhaustion of any other rights or remedies available to it under this Agreement, at law or inequity. Nothing in this subsection shall operate to prohibit or otherwise restrict the ability of CITY to commence proceedings to pursue the termination of this Agreement either for cause or convenience during any suspension period.
 9. Neither the suspension of this Agreement nor the termination of this Agreement for convenience or cause shall operate to relive CONTRACTOR of its obligation to comply with all applicable laws governing the towing and secure storage of vehicles in its possession, including but not limited to laws relating to the release of vehicles to persons whose vehicles are in CONTRACTOR's possession. This obligation shall survive the termination of this Agreement under any circumstance and shall remain operative during any suspension period.
- J. Equipment, Materials and Services:
1. CONTRACTOR shall either possess or be able to obtain the services or use of a Class "D" tow truck at all times during the term of this AGREEMENT.
 2. In no case shall any tow vehicle dispatched by CONTRACTOR be rated at less than one ton capacity. CONTRACTOR shall dispatch tow vehicles of a sufficient rated capacity in order to handle all vehicle types and sizes referenced on the "Rate Schedule." Each vehicle shall be maintained in compliance with the provisions of Sections 24605, 25253, 27700 and 27907 of the VEHICLE CODE.
 3. All equipment, materials, or services furnished under this AGREEMENT shall be in complete compliance with presently existing and enforceable Federal, State, County and local Municipal regulations, standards, laws, ordinances, and statutes in any manner affecting performance and pricing under this AGREEMENT.
 4. All equipment, materials, or services furnished under this AGREEMENT shall be in good working order and must meet or exceed specification requirements and current established noise limitations for specific equipment, materials, or services being furnished under this AGREEMENT.
 5. CONTRACTOR shall arrange with the POLICE DEPARTMENT for the inspection of any and all new or replaced tow vehicles prior to placing said vehicles in service.
- K. Accounting, Audits and Access and Retention of Records:
1. CONTRACTOR shall maintain at its primary place of business any records of all services

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- furnished under this AGREEMENT including any books, documents, papers, invoices, or other records setting forth the description of vehicles, nature of service, and time and location of tow and/or storage service calls. Such records may be inspected at any time during normal business hours by CITY. In the event CITY requests copies of such records, CONTRACTOR shall furnish the records to CITY within five (5) working days of such request.
2. CONTRACTOR shall also keep accurate records of all gross receipts earned as a result of the business conducted under this AGREEMENT and such records shall be provided to the CITY as part of CONTRACTOR's annual business license renewal for purposes of accurately calculating CONTRACTOR's annual business license taxes.
 3. CONTRACTOR shall provide receipts issued to all customers and maintain all records relating to its operations including, but not limited to, receipt slips, cash register tapes, invoices or other pertinent information. All charges, fees, and receipts shall be recorded by means of cash registers which shall be equipped with devices which lock in the totals. CONTRACTOR shall read and record the totals at the beginning and end of each calendar day. Such records must be available at all times and shall be subject to inspection, review, and audit during the entire term of this AGREEMENT by the CONTRACT ADMINISTRATOR, the CITY Finance Director, or his/her representative. Such audits may be conducted at the discretion of the CONTRACT ADMINISTRATOR or the Finance Director either unannounced or by appointment without the necessity of subpoena. CONTRACTOR's failure to maintain the records required by this AGREEMENT including, but not limited to, all gross receipts immediately available for audit shall be cause for immediate termination of this entire AGREEMENT by CITY without notice.
 4. "Gross receipts" is defined as all revenues received from tow and related services, storage, lien sales, salvage sales of abandoned or unclaimed vehicles, plus incidental receipts earned by CONTRACTOR as a result of business conducted under this AGREEMENT. All charges shown on invoices and other records are to be explicit in detail thereby explaining the reason for the amount specified therein.
 5. At the request of the POLICE DEPARTMENT, CONTRACTOR shall furnish to the POLICE DEPARTMENT, within five (5) working days of such request, a written list of all vehicles that have been towed by the CONTRACTOR under this AGREEMENT. Such list shall indicate the police case number, the date of tow, the storage location of each vehicle if applicable, dates of storage if applicable, and the vehicle make, model, license number, vehicle identification number, and the name of the owner if determined.
 6. On a monthly basis, CONTRACTOR shall provide to CITY a written summary of all vehicles stored pursuant to this AGREEMENT including, but not limited to, the police case number, the date of tow, the storage location of each vehicle, dates of storage, and the vehicle make, model, license number, vehicle identification number, and the name of the owner if determined. Each such report shall be due within _____ days from the recently concluded month.
 7. CONTRACTOR shall, within twenty four (24) hours of receipt of complaints, submit to the POLICE DEPARTMENT written notification of any complaints made to CONTRACTOR regarding the performance of its tow and storage services, or concerning the rates, charges or fees, or any claims or legal actions filed, delivered, or served upon or instituted against CONTRACTOR or any of its agents, officers or employees.
 8. CONTRACTOR shall maintain all records referenced herein for at least three (3) years after the final payment and all other pending matters are closed. Nothing in this requirement shall

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be construed to diminish, in any way, CITY's right to conduct an audit pursuant to this Section.

L. Faithful Performance Bond:

1. CONTRACTOR shall furnish a Performance Bond substantially in the form as that attached hereto and incorporated herein by this reference as Exhibit "C," in the amount no less than Fifty Thousand Dollars (\$50,000).
2. CONTRACTOR shall maintain the validity and enforceability of the Performance Bond for the duration of this AGREEMENT, including any extensions should the option to extend, if any, be exercised. The Performance Bond shall be issued by a surety company licensed to conduct business in the State of California.

M. Insurance Requirements:

1. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain during the including, but not limited to, insurance required pursuant to VEHICLE CODE Section 16500.5 and the following:
 - a. CONTRACTOR shall maintain worker's compensation insurance as required by the State of California and employers liability insurance with limits of \$1,000,000. In addition, CONTRACTOR shall require each subcontractor, if any, to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. If any class of employees employed by CONTRACTOR pursuant to this AGREEMENT is not protected by the California State Worker's Compensation Law, CONTRACTOR shall provide adequate insurance for the protection of such employees to the satisfaction of the CITY. This provision shall not apply if CONTRACTOR has no employees performing work under this AGREEMENT. CONTRACTOR agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the CITY, and to require any and all subcontractors and any other person or entity involved in the services required in this AGREEMENT to do the same.
 - b. CONTRACTOR shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. CONTRACTOR shall maintain insurance on an occurrence, not claims-made basis. CONTRACTOR acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess coverage, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.
 - c. CONTRACTOR shall maintain automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this AGREEMENT, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - d. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from CONTRACTOR's services, whether such services are performed by CONTRACTOR or by its employees, subcontractors, or sub-consultants. The amount of

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this insurance shall not be less than one million dollars (\$1,000,000) per claim.

- e. CONTRACTOR shall maintain On Hook Physical Damage Liability Insurance with limits not less than \$150,000 per vehicle.
2. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
 - a. Except for worker's compensation, errors and omissions, professional liability or directors and officers coverage, the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers to be named and covered as additional insured's with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations.
 - b. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with it.
 - c. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - d. The insurer waives all rights of subrogation against the CITY, its elected or appointed officials, officers, employees or agents.
 - e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.
 - f. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
 3. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 4. CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this AGREEMENT. Current certification of insurance shall be kept on file with the CITY at all times during the term of this AGREEMENT.
 5. Provided the CITY gives its written consent for any persons other than CONTRACTOR to perform any part of the services required in this AGREEMENT, CONTRACTOR agrees to require that all parties with whom CONTRACTOR enters into contracts or whom CONTRACTOR hires or retains pursuant to or in any way related to the performance of this AGREEMENT, provide the insurance coverage required herein, at minimum, and name as additional insured's the parties to this AGREEMENT. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.
 6. In the event this AGREEMENT is terminated for any reason prior to the completion of all obligations and requirements of this AGREEMENT, CONTRACTOR agrees to maintain all coverages required herein until the CITY provides written authorization to terminate the

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coverages following the CITY's review and determination that all liability posed under this AGREEMENT as to the party providing insurance has been eliminated.

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

N. Hold Harmless/Indemnification:

1. CONTRACTOR shall defend, indemnify and hold harmless CITY and CITY's elected and appointed officials, officers its officers, officials, agents, employees and volunteers (collectively, the "CITY Indemnitees") from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection therewith), arising out of the performance of this AGREEMENT by CONTRACTOR or CONTRACTOR's officers, employees, agents, contractors or volunteers, except for any such claim arising out of the sole negligence or willful misconduct of the CITY Indemnitees.
2. CITY does not, and shall not, waive any rights that it may have against CONTRACTOR under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this AGREEMENT. The hold harmless, indemnification and duty to defend provisions of this section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

O. Independent Contractor:

1. It is understood and agreed that CONTRACTOR is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making CONTRACTOR, or any individual whose compensation for services is paid by CONTRACTOR, an agent or employee of CITY, or authorizing CONTRACTOR to create or assume any obligation or liability for or on behalf of CITY.
2. As an independent contractor pursuant to the terms of this AGREEMENT, CONTRACTOR shall assume all legal and financial responsibility for taxes, FICA, requirement of overtime, and all other factors relating to an independent contractor, and CONTRACTOR hereby agrees to indemnify, defend, save, and hold CITY, its agents, assignees, and employees harmless from any and all loss, costs including attorney fees, and damages of any kind relating to such matters.

Section 6: AUTHORITY OF CITY

A. Backup Tow Company:

1. In the event that the Towing Service Provider is not available or cannot comply with the request for tow services, the Chief of Police or his designee will have the discretion to request

ATTACHMENT 1

Editor's Note (06-09-2016): City reserves the right to modify, amend and/or strike any provision of this template agreement prior to the award of a contract or as a condition to the award of a contract.

services from the backup Towing Service Provider until such time that the listed conditions can be satisfied. CITY, at its sole discretion, reserves the right to place a request for towing or storage service from the backup provider under any one of the following circumstances:

- a. During the period of time in which any Event of Default remains uncured;
- b. If CONTRACTOR is unable to respond to a call within the time called for under this Agreement;
- c. If CONTRACTOR is unable to respond to a call with the necessary equipment required under the circumstances.
- d. If the CONTRACTOR is unable to respond immediately whenever a child is locked in a vehicle or other emergency of such type.

B. Retention of Documents by CITY:

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

C. Contract Performance:

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

Section 7: RELATIONSHIP OF PARTIES

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

Section 8: NON-LIABILITY OF CONTRACTOR

- A. If performance of this AGREEMENT shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of CONTRACTOR, CONTRACTOR shall notify CITY in writing and within twenty- four (24) hours after the delay that said performance shall be delayed or suspended.
- B. Such causes of delay or suspension of performance by CONTRACTOR beyond CONTRACTOR's control as referenced in Section 6(E)(2)(e) herein may include, but are not limited to: acts of God; war; acts of the public enemy; acts of any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; strikes; and unusually severe weather.
- C. CITY shall ascertain the facts and extent of such failure and, if CITY determines that the failure was occasioned by excusable causes, CITY will not claim that CONTRACTOR is in default and that this AGREEMENT has been breached.

Section 9: NOTICES

- A. Any and all notices to be provided pursuant to this AGREEMENT shall be in writing, and all such

ATTACHMENT 1

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notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid.

B.

Section 10: ENTIRE AGREEMENT

- A. This AGREEMENT supersedes any and all other agreements, either oral or written, between the CITY and CONTRACTOR with respect to the subject matter of this AGREEMENT.
- B. This AGREEMENT contains all of the covenants and agreements between the parties with respect to the subject matter of this AGREEMENT, and each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this AGREEMENT.
- C. No agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding.

Section 11: INTERPRETATION

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

Section 12: SEVERABILITY

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

Section 13: GOVERNING LAW

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

Section 14: VENUE

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

Section 15: ATTORNEYS FEES

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

ATTACHMENT 1

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Section 16: AUTHORITY

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

Section 17: COUNTERPARTS

- A. This AGREEMENT may be executed in several counterparts.

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DRAFT

ATTACHMENT 1

Editor's Note (06-09-2016): City reserves the right to modify, amend and/or strike any provision of this template agreement prior to the award of a contract or as a condition to the award of a contract.

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

APPROVED:

CITY OF HUNTINGTON PARK

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Date: _____

DRAFT

ATTACHMENT 1

Editor's Note (06-09-2016): City reserves the right to modify, amend and/or strike any provision of this template agreement prior to the award of a contract or as a condition to the award of a contract.

DRAFT

ATTACHMENT "2"

CITY OF HUNTINGTON PARK
CITY HALL

6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

**TOW SERVICES & FACILITIES
INSPECTION CHECKLIST**

(UPDATED: JUNE 9, 2016)

(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: _____

Under Articles I and II set forth the mandatory baseline requirements for each proposer's Primary Storage Facility. Inspectors must check "Yes" for each of the following baseline specifications listed below in order for a proposer to be considered for the award of a contract. If inspectors check "No" for any one or more of the following items, the proposer's proposal will not be deemed responsive and the proposer's proposal will not be considered for the award of a contract.

I. Minimum Requirements.

1. The proposer's Primary Storage Facility has at least three (3) on-site, fully equipped and operational tow trucks ready for service within Huntington Park at all hours.

___ yes ___ no

notes:

2. The proposer's Primary Storage Facility has at least one (1) on-site flatbed tow truck ready for service within Huntington Park at all hours.

___ yes ___ no

notes:

3. The Primary Storage Facility is always open for business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

___ yes ___ no

notes:

4. A. The proposer's Primary Storage Facility has a minimum vehicle storage capacity of one hundred (100) vehicles that may be dedicated at any one time to vehicles referred to the facility by the Huntington Park Police Department.

yes no

B. The Primary Storage facility is located within five (5) miles from the territorial boundaries of the City of Huntington Park.

yes no

C. All of the following apply to the Primary Storage Facility:

1. The Primary Storage Facility can adequately accommodate all "hold" vehicles, all late model vehicles, all specially equipped vehicles and all vehicles to be released immediately to owners.
2. It is entirely surfaced with either concrete or asphalt.
3. It is free of holes or areas that are broken or decomposed.
4. Clean and free of litter, debris and weeds.
5. Sized and dimensioned to afford safe access to all vehicles

yes no

notes:

5. Primary Storage Facility is immediately adjacent to the proposer's office facilities.

yes no

notes:

6. Tow service availability twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

yes no

notes:

7. Secure and environmentally safe (operational spill plan must be available) vehicle storage facility with a minimum capacity of 100 vehicles dedicated to storage of vehicles from HPPD.

yes no

notes:

8. The Primary Storage Facility is located in the corporate city limits of the City of Huntington Park or within five (5) miles of the city boundaries.

yes no

notes:

Distance:

9. A. The vehicle storage facility is completely enclosed by a wall or fence that is continuously no less than six (6) foot in height for the entire perimeter of the wall/fence measured from the interior of the facility at grade level to the top most portion of the fence. Inspectors will make measurements at no less than eight (8) points.

yes no

notes:

B. The 6 foot high wall or fence that encloses the Primary Storage Facility is made of brick, block walk, chain link, iron or other metal or combination thereof.

yes no

notes:

C. All portions of the wall or fence are in good condition and repair and do not have holes, gaps or other signs of damage or disrepair and do not have holes or gaps large enough for a person to crawl through or climb through, thereby undermining the security of the Primary Storage Facility.

yes no

notes:

D. The wall or fence is equipped with a functioning gate or door of no less than six (6) feet in height as well.

yes no

notes:

E. The ground surface area of the interior of the vehicle storage area(s) of the Primary Storage Facility is/are entirely surfaced with either concrete or asphalt material free of holes or areas that are decomposed or broken.

yes no

notes:

10. The Primary Storage Facility is able to provide locked and secure evidence storage of two (2) vehicles within an enclosed area that are completely and totally protected from the weather, contamination or access/tampering by any unauthorized person(s).

yes no

notes:

11. The Primary Storage Facility includes a separate secured vehicle inspection area within the facility where police personnel may inspect impounded vehicles for evidence and in the furtherance of other investigative activities. The proposals of proposer's whose secured inspection areas are indoors and completely enclosed will be viewed more favorably than proposals of proposers whose secured areas are outdoors or only partially enclosed. Nevertheless, whether or not the secured inspection area is outdoors or indoors will not, by itself, be dispositive as to whether or not a proposer will be awarded a contract or not.

yes no

notes:

12. Tow truck drivers and on-site personnel appear to be neat, clean and have professional appearance with distinctive tow truck company attire.

yes no

notes:

13. Vehicle storage facility has fully-functioning, on-site fixed lighting utilities sufficient to clearly illuminate all areas of the storage facility.

yes no

notes:

14. The Primary Storage Facility has an operating security alarm system and/or motion sensor system capable of immediately alerting staff and law enforcement of any unauthorized entry upon the premises.

yes no

notes:

15. The Primary Storage Facility has operating video surveillance equipment that provides 24 hour surveillance to all vehicle storage areas, and all areas where evidence property may be stored, all customer areas, perimeter and all entry ways and exits to the facility. Recordings of all video surveillance are maintained for a period of at least 48 hours.

yes no

notes:

16. The Proposer must provide proof, at the time of inspection, of a valid business license for the Primary Storage Facility.

yes no

notes:

II. Other Requirements

1. The proposer's Primary Storage Facility contains towing equipment capable of providing for the following services:

(a) Recovery truck(s) with an adjustable boom with a minimum lifting capacity of at least four tons. yes no

- (b) Wheel lift towing. yes no
- (c) Roll back/flatbed towing. yes no
- (d) Towing in parking garages. yes no
- (e) Towing of large and oversized vehicles. yes no
- (f) Towing of motorcycles without causing additional damage. yes no

notes:

2. *State requirements.* All tow trucks and other vehicles used by the proposer in the performance of the towing services contemplated under the RFP comply with all requirements of the California Vehicle Code in terms of required equipment and capabilities, age and condition

yes no

notes:

deficiencies:

3. The proposer and its Primary Storage Facility has the ability to maintain a telephonic point of contact capable of receiving city requests for towing services 24 hours a day.

yes no

notes:

4. The proposer and its Primary Storage Facility has the ability to maintain 24 hour a day communication contact with their tow vehicle(s).

yes no

notes:

5. The proposer and its Primary Storage Facility maintains a 24 hour per day telephone service to receive calls from the public.

yes no

notes:

6. The Primary Storage Facility is equipped to allow payment by credit card and contains clearly visible signage as required by the Vehicle Code with regards to Tow Yard operations. Such signage also includes current towing rates as authorized by CHP.

yes no

notes:

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

Service/Equipment: _____

notes:

Service/Equipment: _____

notes:

ATTACHMENT 3

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

INSURANCE REQUIREMENTS CHECKLIST
(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: _____

Minimum Insurance Requirements. As of the date of proposal submission, proposers must demonstrate insurance coverage amounts which meet or exceed the insurance coverage requirements specified in Section ___ of Article ___ of the Franchise Agreement. City reserves the right to reject any proposal which does not demonstrate that the proposer meets the minimum insurance requirements of the RFP.

I. Workers' Compensation Insurance – minimum requirements met?

___ yes ___ no

notes:

II. Garage Liability Insurance – minimum requirements met?

___ yes ___ no

notes:

III. Garagekeepers Liability Coverage – minimum requirements met?

___ yes ___ no

notes:

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

___ yes ___ no

notes:

ATTACHMENT 4

CITY OF HUNTINGTON PARK
CITY HALL

6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

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

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

CIVIL LITIGATION CERTIFICATION

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

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

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

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

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

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

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

ATTACHMENT 4

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

ATTACHMENT 4

(3) Outcome of the case: _____

DECLARATION

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

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

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

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

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

END OF DOCUMENT

ATTACHMENT 5

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

CRIMINAL CONVICTIONS CERTIFICATION
(TOWING AND VEHICLE STORAGE SERVICES RFP)

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

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

CRIMINAL CONVICTIONS CERTIFICATION

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

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

(Bidder/Proposer name as shown on Bid/Proposal)

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

has been convicted of a criminal violation as described above.

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

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

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

ATTACHMENT 5

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of conviction: _____
- (2) Name of case: _____
Court case identification number: _____
- (3) Identity of the law violated: _____

- (4) Identity of the prosecuting agency: _____

- (5) Contract or project involved: _____

- (6) Punishment imposed: _____

- (7) Exculpatory information: _____

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

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

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

ATTACHMENT 6

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255
**DISCLOSURE OF CONTACTS WITH CITY COUNCIL MEMBERS
(TOWING AND VEHICLE STORAGE SERVICES RFP)**

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

CERTIFICATION REGARDING MEETINGS OR COMMUNICATIONS WITH CITY OFFICIALS OR EMPLOYEES

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

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

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

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

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

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

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

ATTACHMENT 6

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

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

DECLARATION

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

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

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

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

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

END OF DOCUMENT

ATTACHMENT 7

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255

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

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

FALSE CLAIMS ACT CERTIFICATION

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

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

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

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

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

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

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

ATTACHMENT 7

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: _____

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

- (3) Government Contract or project involved: _____

- (4) Government agency involved: _____
- (5) Amount of fine imposed: _____

- (6) Exculpatory Information: _____

DECLARATION

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

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

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

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

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

END OF DOCUMENT

ATTACHMENT 8

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

Subscribed and sworn to (or affirmed) before me this _____ day of _____,
20_____.

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

(SEAL OF NOTARY)

(Signature of Notary)

(Typed Name of Notary)

END OF DOCUMENT

ATTACHMENT 9

PERFORMANCE BOND

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

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

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

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

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

Executed this _____ day of _____, 2016

ATTACHMENT 9

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
Of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

APPROVED AS TO FORM:

Street Number

General Counsel

City and State

Telephone

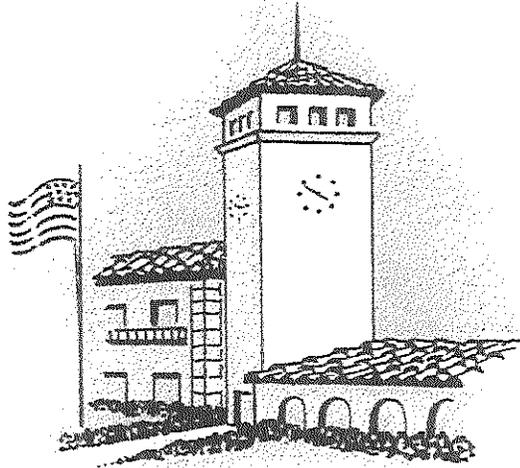
Furnish the name, address and phone number of the company agent as well as the surety company.

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

(NOTICE: No substitution or revision of this bond form shall be accepted.)

REQUEST FOR PROPOSALS
OFFICIAL POLICE TOW SERVICE

City of Huntington Park
City Clerk
Re: Official Police Tow Service
6550 Miles Avenue
Huntington Park, CA 90255



Mr. C's Towing of South Gate, Inc.

4421 Mason Street, South Gate, CA 90280

Tel: (323) 249-0575

Primary Contact: Jerry Brown

**Mr. C's Towing of South Gate, Inc.
4421 Mason St.
South Gate, CA 90280
(323) 249-0575**

June 30, 2016

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attention: Donna Schwartz, City Clerk

RE: Response To Request For Proposal – Official Police Tow Service

Dear Madame Clerk Schwartz and Officials of the City of Huntington Park:

Mr. C's Towing of South Gate, Inc. submits this **Letter of Transmittal** as part of its Response to the City's Request For Proposal for Official Police Tow Service for your review and consideration.

Mr. C's Towing of South Gate (hereinafter referred to as "Mr. C's") has been operating from its location in the City of South Gate for nearly 15 years with a record of outstanding, problem free service to other local cities and police departments. Services provided include response to calls in the field and participating in DUI check points. The combined experience of those comprising Mr. C's is over three decades.

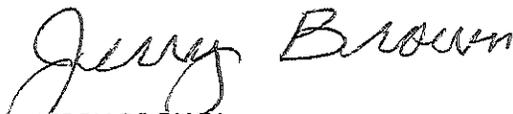
Mr. C's meets or exceeds all of the minimum requirements set forth in the City's RFP and we hope to be awarded the Police Tow Service Contract and become a significant and meaningful member of the community for many years to come.

If you have any questions or wish to discuss this matter further, please contact the undersigned at the Office – (323) 249-0575 or by cell (323) 807-3515

Thank you for your consideration and time.

Very truly yours,

MR. C'S TOWING OF SOUTH GATE, INC.


JERRY BROWN
General Manager

JB:tlk

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CONFIDENTIAL DOCUMENTS (3 ITEMS BELOW) – **NOT OF PUBLIC DISCLOSURE**
(Financial Strength support):

- Letter dated June 22, 2016 from Christopher Dakovich, E.A.
- Profit & Loss Statement (January through May 2016)
- Bank of America Checking Account (Face Page) (March – May 2016)

Non-Confidential Attachment

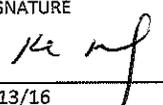
CHP Rotation Tow Agreement

HPPD TOW LISTING APPLICATION

Official Police Tow Services - Request for Proposals

June 9, 2016

HPPD TOW LISTING APPLICATION

| BUSINESS | | |
|---|--|---|
| 1. BUSINESS NAME AND MAILING ADDRESS | | TELEPHONE NUMBER(S) |
| Mr. C's Towing of South Gate, Inc. | | 2. DAY 323-249-0575 |
| 4421 Mason St., South Gate, CA 90280 | | 3. NIGHT same as above |
| 4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE | | 5. AUTOMOBILE CLUB AFFILIATIONS |
| | | None |
| 6. DO YOU HAVE 24 HOURS A DAY SERVICE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | 7. YEARS IN THE TOWING BUSINESS |
| | | 30+ |
| 8. HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF A FELONY INVOLVING STOLEN OR EMBEZZLED VEHICLES, STOLEN PROPERTY, FRAUD RELATED TO THE TOWING BUSINESS, OR MORAL TURPITUDE? IF YES, PLEASE ATTACH A WRITTEN EXPLANATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | |
| VEHICLE STORAGE | | |
| 9. PRIMARY STORAGE YARD (COMPLETE ADDRESS) | | <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| 4421 Mason St., South Gate, CA 90280 | | DISTANCE FROM HUNTINGTON PARK 3.5 MILES |
| 10. SECONDARY STORAGE YARD (COMPLETE ADDRESS) | | <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| 5101 Firestone Pl., South Gate, CA 90280 | | DISTANCE FROM HUNTINGTON PARK 3.5 MILES |
| 11. IS STORAGE YARD FENCED (6'), LIGHTED? | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 12. IS DISPATCHER ON DUTY 24 HOURS/DAY, SEVEN DAYS/WEEK, 365 DAYS/YEAR? | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 13. IS THERE A SECURE INVESTIGATIVE HOLD AREA? | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| FINANCIAL INTEREST | | |
| 14. LEGAL OWNER (PERSON(S), FIRM, COMPANY, ASSOCIATION OR CORPORATION) | | |
| Mr. C's Towing of South Gate, Inc. | | |
| Kurtis McElroy, President | | |
| 15. DO YOU HAVE FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN HUNTINGTON PARK? | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 16. DOES ANY MEMBER OF YOUR FAMILY OPERATE ANOTHER TOW SERVICE IN HUNTINGTON PARK? | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 17. DO YOU SHARE ANY FACILITIES WITH ANY OTHER LICENSED TOW COMPANY? | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 18. IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF THE TOW COMPANY | | |
| | | |
| TOW TRUCKS | | |
| <input checked="" type="checkbox"/> CLASS A (14,000 - 19,500 GVWR) | <input checked="" type="checkbox"/> CLASS B (19,501 - 33,000 GVWR) | |
| <input checked="" type="checkbox"/> CLASS C (33,001 - 50,000 GVWR) | <input checked="" type="checkbox"/> CLASS D (OVER 50,001) | |
| 19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER? | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| SIGNATURE | PRINT OR TYPE NAME AND TITLE | DATE |
|  | Kurtis McElroy | 6-29-16 |

6/13/16

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

This submittal is made by Mr. C's Towing of South Gate, a California corporation, incorporated in 2002, with its offices located at 4421 Mason St., South Gate, CA 90280; (323) 249-0575. The principal(s)/managing/supervisory members of Mr. C's, combined, is in excess of three decades.

Mr. C's has a successful service history of similar towing service contracts with a number of municipalities and has had municipality contracts in excess of 30 years. Mr. C's has a current and active agreement with the State of California, Department of California Highway Patrol within the County of Los Angeles/ East Los Angeles.

Mr. C's Towing has sufficient operating capital to expand and grow as necessary to meet the unique needs of the City of Huntington Park (hereinafter 'the City'). The Company has been involved in community service charitable functions and events, such as Community Volunteer Programs, Police Explorer Programs, Police Widows and Orphans Fund and Community Improvement efforts to strengthen community involvement for the past ten years with other local governments.

President, Kurtis McElroy, has been in the towing business for at least 30 years, from driving tow trucks to owning tow truck businesses, with a majority of the time involved with municipality towing.

General Manager, Jerry Brown, is a retired California Peace Officer, retiring in 2002, after 33 years of service, with rank of Lieutenant. During his law enforcement career, he was responsible for assisting in the preparation of contracts with companies for towing services. As part of his current responsibilities, Mr. Brown is the police contact/liason between Mr. C's and Cities/Law Enforcement with whom the Company has contracts. Mr. Brown is the **primary contact** and works at the South Gate location. He can be reached via the office number (323) 249-0575 or his cell number (323) 807-3515, as well as his email address jerry_brown8123@msn.com.

Office Manager, Claudia Gonzalez, has been in the towing industry for 10+ years and is involved in dispatching, phones, releases and a number of other office related aspects of towing activities. Ms. Gonzalez works at the South Gate location and can be reached at the business number of (323) 249-0575

The Driver Manager has nearly 40 years in the towing business and the Driver Supervisor has about 15 years and each are WreckMaster Certified.

Mr. C's meets and/or exceeds the Baseline Requirements set forth in Section C(1)(1) pertaining to the Inspection Checklist (Attachment 2) and Section C(1)(2) pertaining to the Insurance Checklist (Attachment 3) both of which are included in Forms attached.

Mr. C's is prepared to furnish towing and secure storage services for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by the Huntington Park Police Department (HPPD) with response times well within the maximum response time, averaging less 10 minutes, including but not limited to (1) removal of wrecked vehicles and debris resulting from accidents; (2) preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles; (3) removal of vehicles for criminalistics and/or evidentiary purposes as directed by HPPD personnel, (4) other impoundment of vehicles as directed by HPPD, and (5) necessary service to heavy duty vehicles on the highways.

Mr. C's is currently able to perform all such services from its present location in South Gate, approximately 3.5 miles from the City with a yard of approximately 55,000 square feet, capable of holding at least 250 vehicles, in addition to an enclosed warehouse of approximately 20,000 square feet. Within the enclosed warehouse is an enclosed evidence cage, capable of holding approximately six medium size vehicles. Mr. C's impound lot is fully fenced and secured, accessible by a solid metal electric gate for security. The property is equipped with 400 watt gas exterior lighting as well as digital video monitoring/recording equipment for additional security. Should Mr. C's be awarded the towing contract, it is prepared to, and has already taken preliminary steps to, acquire another towing service location, an enclosed warehouse, in the City of Huntington Park which will be modified accordingly, similar to the South Gate location.

The office is open during business hours and vehicles are available for release from impound and storage 24 hours a day. A designated area in the office is provided exclusively for use by law enforcement personnel, with access to a phone, facsimile, copier, computer and all necessary office supplies.

The South Gate office has a full time dispatcher, on duty 24 hours a day, 365 days a year, and 11 drivers, all of whom are licensed California drivers with years of experience in the towing business and have been working out of the main office of Mr. C's for an average of eight years. All of the drivers are bilingual (English/Spanish). Additional personnel and staff are available from the main office and additional staff will be added as the need arises.

Drivers are carefully screened to ensure the quality of personnel necessary to interact with clients and members of the public. The drivers are highly qualified in towing and recovery, receiving the necessary training of relevant provisions of the Vehicle Code pertaining to towing and storage. All drivers are WreckMaster or CTTA trained and certified. A monthly update of company policies is conducted to ensure safety and consistency in the field. Drivers are required to submit to random drug testing.

Each driver wears a Mr. C's uniform, complete with name tags that are clearly visible. They are required to be neat and clean, with hair, mustaches and beards neatly trimmed. Each driver carries a change of uniform to ensure proper appearance and cleanliness.

Mr. C's has 20 newer tow trucks, with varying features, all with a rating of over one ton or greater, and includes 9 flat bed tow vehicles. Mr. C's has special towing equipment, capable of handling unique vehicles, such as luxury automobiles or specialized types of vehicles such as motor homes, motorcycles and forklifts or large trucks and recovering vehicles that have gone over the side of the roadway and/or down a hill, eliminating the need for any subcontracting of services. All of Mr. C's vehicles are equipped, operated and maintained in accordance with the provisions of *Vehicle Code* §§24605, 25253, 25300, 27700 and 27907. The vehicles and facility are inspected annually by the CHP.

Additional equipment includes two forklifts on site to assist in moving vehicles around the warehouse and storage yard without requiring the use of a tow vehicle and a 9,000 pound vehicle lift to assist with inspections and investigations.

All calls for service are recorded on a carbon-copied call back book by date and number for a permanent record. The record includes the type of call, date, time, and location, and year, make and model of the vehicle. All tow trucks and base station are equipped with two-way radios on the 400 band.

Fees for service, with some exception depending on the municipality, are in line with CHP rates.

The information contained herein and provided with this Response is truthful and accurate and believed to be sufficiently detailed, however, should any additional information be needed or clarified, we are available to provide a prompt response.

CERTIFICATION

Mr. C's certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

Respectfully submitted,

MR. C'S TOWING OF SOUTH GATE, INC.


JERRY BROWN
General Manager

BASELINE REQUIREMENTS
Responses To Questions Posed in Section C(1)

BASELINE REQUIREMENTS

1. Inspection Checklist

Trucks and Equipment

All tow vehicles and equipment of Mr. C's comply with all state and Federal requirements, where applicable. Vehicles available to perform tow services to the City meet or exceed the minimum requirements and are capable of providing the following services: recovery truck(s) with an adjustable boom with a minimum lifting capacity of at least four tons, wheel lift towing, roll back/flatbed towing, towing in parking garages, towing of large and oversized vehicles and towing of motorcycles without causing additional damage. The tow vehicles and equipment include the following:

- Class A Tow: 9 wheel lift/boom trucks
- Class B Tow: 1 medium duty
- Flatbed Carrier: 9 flatbed carriers
- Class D Tow: 1 heavy duty
- Vehicle Lift (9000 lbs) 1
- Forklifts: 2
- Heavy Duty Trailer (over 33,000 lbs)

| | |
|--------------------------------|-------------------------|
| 2016 Ford F-550 (U#7) | 2016 Ford F-450 (U#900) |
| 2014 Hino 258 ALP (U#5) | 2014 Ford F-450 (U#902) |
| 2014 Ford F-550 (U#1) | 2014 Ford F-450 (U#903) |
| 2012 Ford F-450 (U#2) | |
| 2012 Ford F-450 (U#4) | |
| 2000 Chevy HD 3500 (U#3) | |
| 1991 Freightliner 3 axle (U#9) | |

| | |
|-----------------------|-------------------------|
| 2016 Hino 258 (U#113) | 2014 Hino 258 (U#107) |
| 2016 Hino 258 (U#111) | 2014 Hino 258 (U#106) |
| 2016 Hino 258 (U#112) | 2013 Hino 258 (U#108) |
| 2014 Hino 258 (U#110) | 2007 Kenworth (U#105) |
| 2014 Hino 258 (U#109) | 2009 Dodge 5500 (U#102) |

All tow vehicles are inspected annually by the CHP. Additionally, all tow vehicles are inspected daily by the driver, who is assigned to his or her own vehicle. All vehicles are on a preventative maintenance schedule, strictly followed, to ensure reliability and performance. All of the vehicles are equipped with cleaning supplies and each driver takes pride in keeping his or her truck spotless.

Facilities

Mr. C's maintains the following permits/licenses, all of which are current and in good standing:

- Motor Carrier Permit (State of California)
- Business License (City of Huntington Park, City of South Gate, Los Angeles, Carson, Pico Rivera, Gardena, Bell, Compton)

Mr. C's occupies rented/leased property, located at 4421 Mason St. in the City of South Gate (Primary Facility), and has been at this location for at least ten (10) years. There has never been a breach or delay in monthly payment for its use of the property. The facilities are 3.5 miles from the City of Huntington Park city center.

The Primary Facility yard is approximately 55,000 square feet, capable of holding at least 250 vehicles. Also on the premises is an enclosed warehouse, approximately 20,000 square feet, within which is an enclosed, locked evidence cage, the latter of which is capable of holding approximately 6 medium size vehicles. Additional holding space, if needed, is available within the warehouse and will hold at least 25 cars/trucks..

Mr. C's Primary Facility impound lot is fully fenced (higher than 6 ft.), and secured, accessible by a solid metal electric gate for security. The property is equipped with 400 watt gas exterior lighting as well as digital video monitoring/recording equipment (18 cameras) with a recording capacity up to 45 days, for additional security. Additionally, the facility is "manned" 24/7/365 so that any unauthorized entry or attempt to enter the premises can be immediately detected.

The Primary Facility office, located on the premises, is open during business hours (0700 to 1800 hours, Monday through Friday) and vehicles are available for release from impound and storage 24 hours a day. Alternate hours, as directed by the City, will also be available by Mr. C's, in order to accommodate special City events.

A designated area in the Primary Facility office is provided exclusively for use by law enforcement personnel, with access to a phone, facsimile, copier, computer and all necessary office supplies.

A secondary lot, an enclosed warehouse, is also available for vehicle storage located at 5101 Firestone Pl, South Gate, CA 90280, approximately 3.5 miles from the City Center of Huntington Park. It can hold at least 150 vehicles.

A dispatch operator is on duty 24 hours a day, 365 days a year, providing the ability to maintain a telephonic point of contact for receiving city requests for towing services 24 hours per day and

telephone service to receive calls from the public. The dispatching system is geared for prompt dispatching of calls, with corresponding prompt response that has typically been 10 minutes or less, based on analysis of recent activities with towing for the City. All tow trucks and base station are equipped with two-way radios on the 400 band, which provide the ability to maintain 24 hour per day communication contact with tow vehicles. All calls are recorded on a carbon-copied call back book by date and number for a permanent record. The record includes the type of call, date, time, and location, and year, make and model of the vehicle.

Vehicles towed by Mr. C's remain in the same condition as received. Vehicles towed and placed in the evidence cage remain in the locked cage in the same condition as received, deferring to police personnel to catalogue or otherwise secure personal property in the vehicle, for validation and chain of custody issues, unless otherwise instructed and supervised by law enforcement.

Personnel/Drivers

The character and integrity of Mr. C's is of paramount importance to Mr. C's. It is a member of the Better Business Bureau and holds an A+ rating. Its general manager, Jerry Brown, a retired law enforcement officer, retiring in 2002 in the rank of Lieutenant after more than 30 years of service, strives to maintain good relationships with all contracting agencies and good customer service. He has an intimate understanding of the needs and operations of a police department relative to the services required from a tow service as well as knowledge of pertinent/relevant provisions of the California *Vehicle Code*. The good relationships and customer service is further carried out by the Office Manager, Claudia Gonzalez, who is regularly involved with release of vehicles and contact with members of the public, as well as the drivers and their supervisors, who are respectful of law enforcement and try to maintain good customer service. Mr. C's Towing of South Gate has no 'blemish' of criminal or other illegal conduct or business practices, nor unethical or predatory business practices. Mr. C's has not been terminated from a towing service contract similar to the one which is the subject of this Response Proposal.

Drivers employed by Mr. C's, all of whom are bilingual (English/Spanish), are carefully screened to ensure the quality of personnel necessary to interact with clients and members of the public. They are highly qualified in towing and recovery and, once hired, obtain either WreckMaster or CTTA training/certification, if they do not already have one or the other. The Driver Supervisor, with almost 40 years of towing experience, is a certified WreckMaster Trainer.

Drivers have their driving record checked on a regular basis. They are required to submit to random drug testing and, upon hiring, a criminal history check is performed.

Each driver wears a Mr. C's uniform, complete with nametag that is clearly visible. They are required to be neat and clean, with hair, mustaches and beards neatly trimmed. Each driver carries a change of uniform to ensure proper appearance and cleanliness.

Training involves a monthly update of company policies to ensure safety and consistency in the field. Statutes and changes in the law pertaining to towing are included in the monthly training or more often as circumstances dictate.

2. Insurance Requirements Checklist

Mr. C's meets and/or exceeds the minimum insurance requirements set forth in the RFP. The coverage is provided by a company with a Best's Rating of "A" or better. Mr. C's maintains insurance policies with limits as follows:

| TYPE | LIMITS | DEDUCTIBLE |
|--------------------------------|----------------------------------|------------|
| ▪ Workers Compensation | ICW statutory limits | N/A |
| ▪ Garage Liability | \$1 million | \$1,000 |
| ▪ Commercial General Liability | \$1 million/\$4 million umbrella | \$1,000 |
| ▪ Business Auto Liability | \$1 million | \$1,000 |
| ▪ Garagekeepers Liability | \$500,000 | \$1,000 |
| ▪ On-Hook Liability | \$250,000 | \$1,000 |

Additional insured endorsements and waiver(s) of subrogation, as required in the RFP, will be obtained and provided to the City if Mr. C's is awarded the contract.

**RESUMES OF PRINCIPALS,
OFFICERS AND KEY MANAGERIAL
PERSONNEL**

RESUMES OF PRINCIPALS, OFFICERS AND KEY MANAGERIAL PERSONNEL

Kurtis McElroy

Mr. McElroy, President of Mr. C's Towing of South Gate, began his career in the towing industry over 30 years ago, working, in the beginning, as a tow truck driver for a local company in Orange County. In approximately 1989 Mr. McElroy took ownership of his own towing business acquiring contracts with various public entities and law enforcement agencies.

Jerry Brown

Mr. Brown, General Manager of Mr. C's Towing of South Gate, transitioned from his law enforcement career of over 30 years in Los Angeles County to Mr. C's when it became incorporated in 2002. While in his last years of law enforcement, Mr. Brown became involved in developing the towing contract for his employer City and working with the tow companies relative to the expectations and requirements of a tow service. As such, he has an intimate and unique understanding of the needs and operations of a police department relative to the services required from a tow service and is well versed in the California *Vehicle Code*, including those sections pertaining to towing and impound activities. He is very community minded and is a member of the South Gate Rotary Club and had held various leadership roles in Rotary District 5280 and continues to do so up to the present time in addition to Board membership in the local Chamber of Commerce.

Mark Mathis

Mr. Mathis, the Driver Manager, started his towing career almost 40 years ago as a tow truck driver. He is familiar with all aspects of the towing industry, and is a Certified WreckMaster trainer. He, too, has been with Mr. C's since incorporation in 2002.

Omar Lazo

Mr. Lazo, the Driver Supervisor, has been in the towing industry for nearly 15 years as a driver. He is familiar with all aspects of the towing industry and applicable laws and procedures and has his WreckMaster's Certificate. He has been employed by Mr. C's for 8 years.

**LIST OF
AGENCIES/REFERENCES/RATE
SCHEDULES**

LIST OF MUNICIPALITIES/PUBLIC AGENCIES FOR WHOM SIMILAR SERVICES WERE PROVIDED OVER THE PAST FIVE YEARS

Mr. C's list of clients has grown over the years because of the Company's attention to detail and to the needs and requirements of law enforcement agencies, and includes the following for both locations in alphabetical order:

| AGENCY | LOCATION | SERVING SINCE |
|--|------------------|----------------------|
| City of Bell Police Dept | Bell | 2014 - Present |
| California Highway Patrol | Westminster | 1987 – Present |
| California Highway Patrol (Evidence Contract) | Westminster | 1995 – Present |
| California Highway Patrol | East Los Angeles | 2003 – Present |
| La Palma Police Dept. | La Palma | 1991 – Present |
| Los Alamitos Police Dept. | Los Alamitos | 1987 – Present |
| Los Angeles Sheriff's Dept. | Hawaiian Gardens | 1997 – Present |
| Seal Beach Police Dept. | Seal Beach | 1992 – Present |
| Signal Hill Police Dept. | Signal Hill | 1994 – Present |
| South Gate Police Dept. | South Gate | Dec 2002- Present |

REFERENCES FROM OTHER TOWING SERVICE CONTRACTS

1. Chief Edmund Dadisho
Bell Police Department
6326 Pine Avenue Bell, California 90201
(323) 585-1245, (323) 562-0410 Fax

2. Chief Randy Davis
South Gate Police Department
8620 California Avenue
South Gate, CA 90280
(323) 563-5400

3. Officer Doris Peniche
CHP/East Los Angeles
1601 Corporate Center Drive
Monterey Park, CA 91754
(323) 980-4600

SCHEDULE OF RATES/FEEES, CHARGES AND RELEASE OF VEHICLES

All fees are clearly posted at the property and, with some exception depending on the municipality and contract, the fees Mr. C's charges, and would charge, if it is awarded the contract with the City, are in line with CHP rates as follows:

- Towing fee \$185.00
- Storage fee \$60.00 per day
- Labor fee* ½ towing rate (\$92.50)

*Labor fees include, but are not limited to, the following: dollying, winching, clean up, after hour release fee, lock out service and/or fuel service

Mr. C's accepts cash, credit and debit cards for payment of fees for the release of vehicles upon presentation of proper identification. ***Checks are accepted but not a preferred method of payment, unless required by the City.***

For those vehicles towed/impounded and brought to Mr. C's yard, a licensed lien sale company, Clear Choice, sends written notice to the registered and legal owner of the vehicle's location and location phone number, within three (3) days of the vehicle being impounded. *If circumstances permit*, the vehicle's location and phone number of where the vehicle will be taken for impound is provided at the time of impound by the Impounding Officer. All lien related paperwork and filings are handled by Clear Choice. Lien sales are held every Wednesday.

**FACTORS WEIGHED AND
CONSIDERED**

FACTORS WEIGHED AND CONSIDERED

In addition to the above information, which was provided in accordance with the RFP establishing satisfactory ability to meet Baseline Requirements, and includes additional detail in the area of Mr. C's capability to provide its vehicle towing and secure storage services, Mr. C's provides the following additional information for consideration:

Financial Strength of Proposer

Mr. C's has sufficient operating capital to expand and grow as necessary to meet the unique needs of the City. If awarded the Contract with the City, Mr. C's is prepared to acquire another business location, in the City of Huntington Park. Mr. C's is already in discussion for such acquisition, under a lease/rental agreement for a period of five (5) years, which would result in associated costs/expenses to modify the property accordingly, similar to its location in South Gate, as well as purchasing additional equipment and adding personnel.

As further evidence of its financial strength, Mr. C's provides, as a CONFIDENTIAL DOCUMENT, NOT INTENDED FOR PUBLIC DISCLOSURE, (1) a letter from Mr. C's accountant, (2) a financial statement prepared/provided by Mr. C's accountant, and (3) face page of Bank Statements from March – May, 2016.

CHP Agreement

Mr. C's has a current and active agreement with the State of California, Department of Highway Patrol (CHP) within the County of Los Angeles/East Los Angeles Station, that specifically authorizes Mr. C's to provide towing and storage services that includes the territorial boundaries of the City of Huntington Park. Attached is a true and correct copy the Application and Tow Service Agreement. Further confirmation of the agreement is reflected in the Confidential Financial Statement reflecting income received from the CHP or can be confirmed by contact with CHP/ELA Officer Doris Peniche, identified above. The CHP has not issued a rate sheet but has authorized and agreed to the rates proposed and charged by Mr. C's as noted above.

Approach To Scope Of Work And Response Time

Mr. C's intends to provide swift, professional service in the removal of any vehicle, as directed by the HPPD, from any City street. It has sufficient equipment and personnel to do so. It will provide impound, towing and storage services to the HPPD and the City as directed by HPPD. Mr. C's is committed to give priority to City calls when requested and to maintain sufficient personnel and equipment to perform such services, as described above, with a response time averaging less 10 minutes. This is consistent with Mr. C's commitment to other Cities with whom it has a contract as part of its 'business custom and practice'. If Mr. C's is unable to meet the average response, it is anticipated a maximum response time would be no more than 20 minutes as provided in the RFP. Should a tow unit be unable to respond immediately, HPPD will be immediately notified and provided with an estimated time of arrival.

Mr. C's is fully capable and qualified to meet all such requirements and scope of services, including tows of abandoned or dismantled vehicles and/or tows requiring special equipment, as well as responding to the scene of a traffic accident at the request of HPPD, to remove all glass, liquids and other debris deposited on the roadway. The service not only includes response to calls in the field, but participating in DUI check points or other special events as requested by the City/HPPD.

Mr. C's shall provide, at no cost to the City, routine roadside service including, but not limited to, towing service, changing flat tires, and battery jump starts to all vehicles owned by the City of Huntington Park up to and including five (5) ton rated vehicles, made at the request of the City Manager, Chief of Police or their designee, whenever such vehicles require such service.

As part of its commitment to the City, Mr. C's welcomes the opportunity to become involved in community service charitable functions and events in the City.

Conduct

Consistent with its A+ Better Business Bureau rating, professionalism, ethical, lawful and competent actions are part of Mr. C's business practices by all persons employed by the Company. Consistent with its standard policies and procedures, all complaints made are investigated promptly with action, if appropriate, taken. Mr. C's will investigate and provide to the Chief of Police or his or her designee in writing, within ten (10) calendar days of receipt of notification of the complaint, the results of the investigation, and what measures, if any required, are or will be taken to address the complaint and any future occurrence. The time deadline, however, is dependent on the circumstances and availability of information within the time stated. Under such circumstances, the Chief or his or her designee, will be notified of the reason for additional time needed to respond.

Reports To The City And Collection Of Fees

Mr. C's will submit timely payment of monthly franchise fees no later than the 15th of the month, calculated based upon the towing and related services performed at the request of the City, at the rate and time directed by the City, together with supporting report in a spreadsheet format. The report is prepared from the invoices and logbook information prepared concurrent with the call for service and maintained by Mr. C's in accordance with its retention practice for a minimum of three years. Books and records are made available by Mr. C's for inspection by the City, as is storage facility and equipment.

Affirmative Action Certification

Mr. C's certifies that it takes all steps to satisfy or otherwise meet equal employment opportunity requirements and does not and has never engaged in the discrimination against any employee

or applicant for employment because of race, color, ancestry, national origin, religion, sex, handicap or age.

Although Mr. C's has not found it necessary or otherwise be required to subcontract any of its work in order to perform its towing and storage services for any of its clients, Mr. C's certifies that should subcontracting be required, that affirmative action will be taken to seek out and consider minority business enterprises for those portions of work that may be subcontracted, and that such affirmative action will be fully documented, open to inspection by the City, and will remain in effect for the life of the contract, should one be awarded to Mr. C's.

Respectfully Submitted,

MR. C'S TOWING OF SOUTH GATE, INC.


JERRY BROWN
General Manager

COMPLETED FORMS
Attachments 2 - 9

ATTACHMENT "2"

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255
**TOW SERVICES & FACILITIES
INSPECTION CHECKLIST**

(UPDATED: JUNE 9, 2016)
(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: MR. C'S TOWING OF SOUTH GATE, INC.

Under Articles I and II set forth the mandatory baseline requirements for each proposer's Primary Storage Facility. Inspectors must check "Yes" for each of the following baseline specifications listed below in order for a proposer to be considered for the award of a contract. If inspectors check "No" for any one or more of the following items, the proposer's proposal will not be deemed responsive and the proposer's proposal will not be considered for the award of a contract.

I. Minimum Requirements.

1. The proposer's Primary Storage Facility has at least three (3) on-site, fully equipped and operational tow trucks ready for service within Huntington Park at all hours.

yes ___ no

notes:

Mr. C's Towing has more than three (3) on-site, fully equipped and operational tow trucks ready for service. The number varies.

2. The proposer's Primary Storage Facility has at least one (1) on-site flatbed tow truck ready for service within Huntington Park at all hours.

yes ___ no

notes:

3. The Primary Storage Facility is always open for business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

yes ___ no

notes:

4. A. The proposer's Primary Storage Facility has a minimum vehicle storage capacity of one hundred (100) vehicles that may be dedicated at any one time to vehicles referred to the facility by the Huntington Park Police Department.

yes ___ no

B. The Primary Storage facility is located within five (5) miles from the territorial boundaries of the City of Huntington Park.

yes ___ no

C. All of the following apply to the Primary Storage Facility:

1. The Primary Storage Facility can adequately accommodate all "hold" vehicles, all late model vehicles, all specially equipped vehicles and all vehicles to be released immediately to owners.
2. It is entirely surfaced with either concrete or asphalt.
3. It is free of holes or areas that are broken or decomposed.
4. Clean and free of litter, debris and weeds.
5. Sized and dimensioned to afford safe access to all vehicles

yes ___ no

notes:

5. Primary Storage Facility is immediately adjacent to the proposer's office facilities.

yes ___ no

notes:

6. Tow service availability twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

yes ___ no

notes:

7. Secure and environmentally safe (operational spill plan must be available) vehicle storage facility with a minimum capacity of 100 vehicles dedicated to storage of vehicles from HPPD.

yes ___ no

notes:

8. The Primary Storage Facility is located in the corporate city limits of the City of Huntington Park or within five (5) miles of the city boundaries.

yes ___ no

notes:

Distance: Current facility(ies) is approximately 3.5 miles from City Center

9. A. The vehicle storage facility is completely enclosed by a wall or fence that is continuously no less than six (6) foot in height for the entire perimeter of the wall/fence measured from the interior of the facility at grade level to the top most portion of the fence. Inspectors will make measurements at no less than eight (8) points.

yes ___ no

notes:

The perimeter fence is greater than six (6) feet.

B. The 6 foot high wall or fence that encloses the Primary Storage Facility is made of brick, block walk, chain link, iron or other metal or combination thereof.

yes ___ no

notes:

C. All portions of the wall or fence are in good condition and repair and do not have holes, gaps or other signs of damage or disrepair and do not have holes or gaps large enough for a person to crawl through or climb through, thereby undermining the security of the Primary Storage Facility.

yes ___ no

notes:

D. The wall or fence is equipped with a functioning gate or door of no less than six (6) feet in height as well.

yes ___ no

notes:

E. The ground surface area of the interior of the vehicle storage area(s) of the Primary Storage Facility is/are entirely surfaced with either concrete or asphalt material free of holes or areas that are decomposed or broken.

yes ___ no

notes:

10. The Primary Storage Facility is able to provide locked and secure evidence storage of two (2) vehicles within an enclosed area that are completely and totally protected from the weather, contamination or access/tampering by any unauthorized person(s).

yes ___ no

notes:

Evidence cage can comfortably hold six (6) vehicle. There is additional space within the enclosed warehouse if needed.

11. The Primary Storage Facility includes a separate secured vehicle inspection area within the facility where police personnel may inspect impounded vehicles for evidence and in the furtherance of other investigative activities. The proposals of proposer's whose secured inspection areas are indoors and completely enclosed will be viewed more favorably than proposals of proposers whose secured areas are outdoors or only partially enclosed. Nevertheless, whether or not the secured inspection area is outdoors or indoors will not, by itself, be dispositive as to whether or not a proposer will be awarded a contract or not.

yes ___ no

notes:

12. Tow truck drivers and on-site personnel appear to be neat, clean and have professional appearance with distinctive tow truck company attire.

yes ___ no

notes:

All tow truck drivers wear uniforms with their name and the Company name on the shirt.

13. Vehicle storage facility has fully-functioning, on-site fixed lighting utilities sufficient to clearly illuminate all areas of the storage facility.

yes no

notes:

14. The Primary Storage Facility has an operating security alarm system and/or motion sensor system capable of immediately alerting staff and law enforcement of any unauthorized entry upon the premises.

yes no

notes:

The facility is 'manned' 24/7/365 which makes unauthorized entry upon the premises immediately known.

15. The Primary Storage Facility has operating video surveillance equipment that provides 24 hour surveillance to all vehicle storage areas, and all areas where evidence property may be stored, all customer areas, perimeter and all entry ways and exits to the facility. Recordings of all video surveillance are maintained for a period of at least 48 hours.

yes no

notes:

Mr. C's has a state of the art 18 camera system that records with 45 day capacity.

16. The Proposer must provide proof, at the time of inspection, of a valid business license for the Primary Storage Facility.

yes no

notes:

II. Other Requirements

1. The proposer's Primary Storage Facility contains towing equipment capable of providing for the following services:

(a) Recovery truck(s) with an adjustable boom with a minimum lifting capacity of at least four tons. yes no

- (b) Wheel lift towing. yes no
- (c) Roll back/flatbed towing. yes no
- (d) Towing in parking garages. yes no
- (e) Towing of large and oversized vehicles. yes no
- (f) Towing of motorcycles without causing additional damage. yes no

notes:

2. *State requirements.* All tow trucks and other vehicles used by the proposer in the performance of the towing services contemplated under the RFP comply with all requirements of the California Vehicle Code in terms of required equipment and capabilities, age and condition

yes no

notes:

deficiencies:

3. The proposer and its Primary Storage Facility has the ability to maintain a telephonic point of contact capable of receiving city requests for towing services 24 hours a day.

yes no

notes:

Dispatcher is on duty 24/7/365.

4. The proposer and its Primary Storage Facility has the ability to maintain 24 hour a day communication contact with their tow vehicle(s).

yes no

notes:

Communication with drivers is available by radio and/or cell phone.

5. The proposer and its Primary Storage Facility maintains a 24 hour per day telephone service to receive calls from the public.

yes no

notes:

6. The Primary Storage Facility is equipped to allow payment by credit card and contains clearly visible signage as required by the Vehicle Code with regards to Tow Yard operations. Such signage also includes current towing rates as authorized by CHP.

yes no

notes:

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

Service/Equipment: Vehicle Lift (9000 lbs).

notes:

See photo included with Response packet.

Service/Equipment: Two (2) Forklifts over 7000 lbs each.

notes:

See photo(s) included with Response packet.

Service/Equipment: Heavy Duty Trailer over 33,000 lbs.

notes:

See photo included with Response packet.

Service/Equipment: Desktop Computer w Internet Access/Printer/Phone

notes:

These items are available at a desk for use by Officers when needed.

Service/Equipment: _____

notes:

Service/Equipment: _____

notes:

ATTACHMENT 3

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

INSURANCE REQUIREMENTS CHECKLIST
(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: MR. C'S TOWING OF SOUTH GATE, INC.

Minimum Insurance Requirements. As of the date of proposal submission, proposers must demonstrate insurance coverage amounts which meet or exceed the insurance coverage requirements specified in Section ___ of Article ___ of the Franchise Agreement. City reserves the right to reject any proposal which does not demonstrate that the proposer meets the minimum insurance requirements of the RFP.

I. Workers' Compensation Insurance – minimum requirements met?

yes ___ no
notes:

II. Garage Liability Insurance – minimum requirements met?

yes ___ no
notes:

Limits \$1M; Also General Liability Policy - Limits \$1M; Umbrella Limits - \$4M
~~Business Auto Liability Policy - Limits \$1M~~

III. Garagekeepers Liability Coverage – minimum requirements met?

yes ___ no
notes:

Mr. C's exceeds required minimum. Limits are \$500,000

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

yes ___ no
notes:

Mr. C's exceeds required minimum. Limits are \$250,000

ATTACHMENT 4

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255
**CIVIL LITIGATION HISTORY/
CIVIL LITIGATION CERTIFICATION**
(TOWING AND VEHICLE STORAGE SERVICES RFP)

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

CIVIL LITIGATION CERTIFICATION

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

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

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

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

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

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

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

ATTACHMENT 4

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: Carlos Ramirez v Mr. C's Towing

Court case identification number: BC 593063

(2) Jurisdiction in which case was filed: Los Angeles County

(3) Outcome of the case: Employment Case: Wrongful Termination - STILL PENDING

Last day worked 11/20/2013.

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

ATTACHMENT 4

(3) Outcome of the case: _____

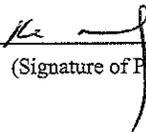
DECLARATION

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

of MR. C'S TOWING OF SOUTH GATE, INC. (hereinafter, "Proposer")
(Print Name of Proposing Entity)

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

Executed this 29 day of June 2016 at SOUTH GATE, CA
(month and year) (city and state)

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

END OF DOCUMENT

ATTACHMENT 5

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

CRIMINAL CONVICTIONS CERTIFICATION
(TOWING AND VEHICLE STORAGE SERVICES RFP)

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

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

CRIMINAL CONVICTIONS CERTIFICATION

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

I, Jerry Brown, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)
Jerry Brown, General Manager

(Bidder/Proposer name as shown on Bid/Proposal)

nor MR. C'S TOWING OF SOUTH GATE, INC.

(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

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

Executed this 30th day of June 2016 at SOUTH GATE, CA.

by Jerry Brown (month and year) GENERAL MANAGER (city and state)
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT 5

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of conviction: _____
- (2) Name of case: _____
Court case identification number: _____
- (3) Identity of the law violated: _____

- (4) Identity of the prosecuting agency: _____

- (5) Contract or project involved: _____

- (6) Punishment imposed: _____

- (7) Exculpatory information: _____

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

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

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

ATTACHMENT 6

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255
**DISCLOSURE OF CONTACTS WITH CITY COUNCIL MEMBERS
(TOWING AND VEHICLE STORAGE SERVICES RFP)**

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

CERTIFICATION REGARDING MEETINGS OR COMMUNICATIONS WITH CITY OFFICIALS OR EMPLOYEES

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

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

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

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

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

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

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

ATTACHMENT 6

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

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

May 2016 (exact dates not recorded) facilities visit by Police Chief for viewing - met with

General Mgr Jerry Brown; telephone communication (2-5 occasions) regarding availability of

Mr. C's to provide temporary, interim towing services to City between Gen Mgr Brown and

Police Chief and City Manager.

DECLARATION

I, Jerry Brown, the General Manager
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of MR. C'S TOWING OF SOUTH GATE, INC. (hereinafter, "Proposer")
(Print Name of Proposing Entity)

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

Executed this 30th day of June 2016 at SOUTH GATE, CA.
(month and year) (city and state)

by Jerry Brown, GEN. MGR.
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

ATTACHMENT 7

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255

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

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

FALSE CLAIMS ACT CERTIFICATION

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

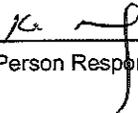
I, Kurtis McElroy, am the President
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of MR. C'S TOWING OF SOUTH GATE, INC. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

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

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

Executed this 29 day of June 2016 at SouthCal CA
(month and year) (city and state)

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

ATTACHMENT 7

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: _____

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

- (3) Government Contract or project involved: _____

- (4) Government agency involved: _____
- (5) Amount of fine imposed: _____

- (6) Exculpatory Information: _____

DECLARATION

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

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

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

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

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

END OF DOCUMENT

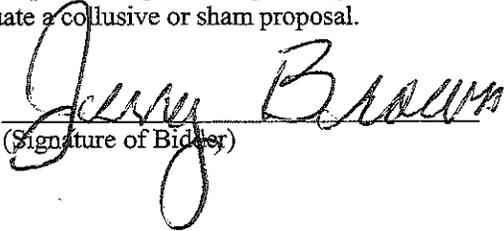
ATTACHMENT 8

CITY OF HUNTINGTON PARK
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255

NON-COLLUSION AFFIDAVIT
(TOWING AND VEHICLE STORAGE SERVICES RFP)

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

Jerry Brown being first duly sworn, deposes and says that he or she is General Manager of MR. C'S TOWING OF SOUTH GATE, INC., the party submitting a proposal for the award of a Towing and Vehicle Storage Services franchise for the City of HUNTINGTON PARK, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City of HUNTINGTON PARK in the form of franchise fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the franchise agreement to anyone interested in being awarded a towing and vehicle storage services franchise; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.


(Signature of Bidder)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

ATTACHMENT 8

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

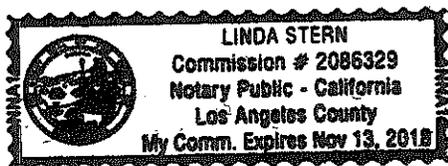
Subscribed and sworn to (or affirmed) before me this 22nd day of JUNE,
2010.

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

(SEAL OF NOTARY)

Linda Stern
(Signature of Notary)

Linda Stern
(Typed Name of Notary)



END OF DOCUMENT

ATTACHMENT 9

Performance Bond

In accordance with the guidelines of Section I(H)(8)(h), Mr. C's is prepared, if awarded the Towing Service Contract with the City of Huntington Park, to procure a Performance Bond, issued by a surety company licensed to conduct business in the State of California, and have it executed and in place by or before the execution of the Towing Services Agreement, and in no event later than 2:00 p.m. on Thursday, September 1, 2016.

Mr. C's further agrees, should it be awarded the Towing Service Contract with the City of Huntington Park, to procure a Performance Bond in the form set forth in Attachment 9 and in an amount no less than Fifty Thousand Dollars (\$50,000) as provided in Section L(1) of the Draft Towing Service Contract attached as Attachment 1 to the RFP. The Performance Bond shall be maintained, as directed in Section L(2) of the Draft Towing Service Contract attached as Attachment 1 to the RFP, for the duration of the Towing Service Contract, including any extensions should the option to extend, if any, be exercised.

ATTACHMENT 9

PERFORMANCE BOND

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

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

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

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

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

Executed this _____ day of _____, 2016

ATTACHMENT 9

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)
Any claims under this bond may be addressed to: (check one)

Surety's agent for service
Of process in California:

Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Company Agent

APPROVED AS TO FORM:

Street Number

General Counsel

City and State

Telephone

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

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

(NOTICE: No substitution or revision of this bond form shall be accepted.)

PHOTOGRAPHS













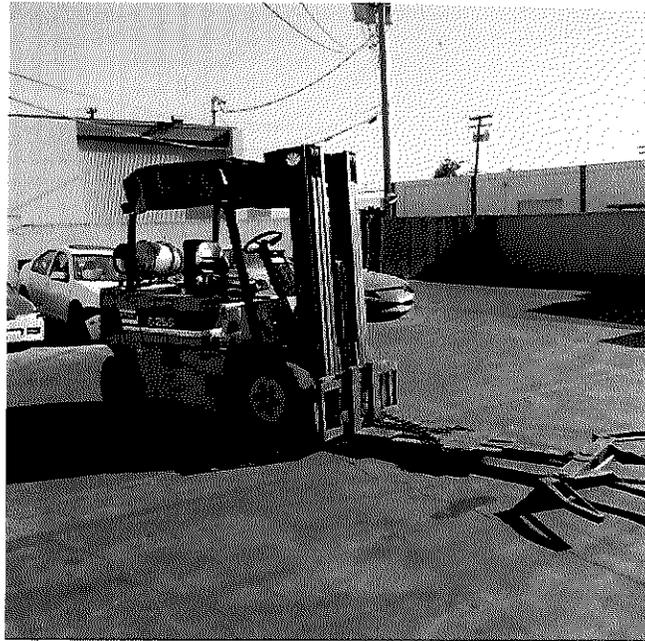


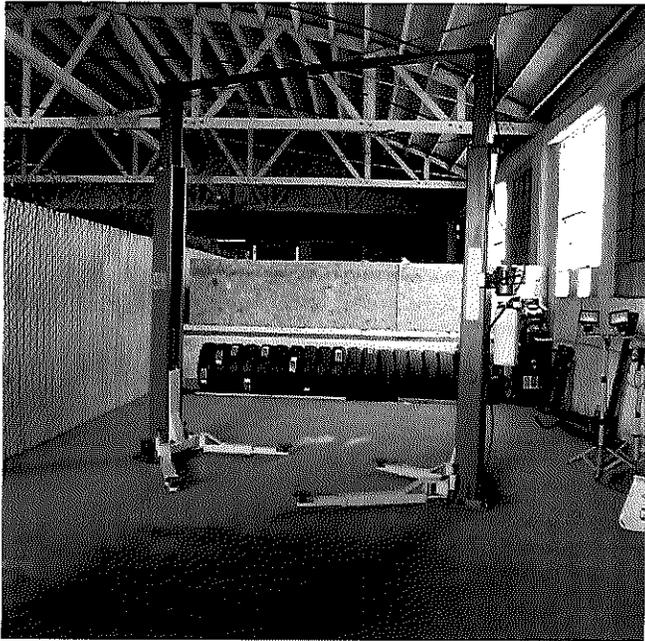












**NON-CONFIDENTIAL ATTACHMENT
CHP AGREEMENT**

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
 CHP 234A (Rev. 2-13) / OPI 061

TYPE OR PRINT CLEARLY

| | |
|--|---|
| CHP AREA | |
| CHP AREA OF APPLICATION EAST LOS ANGELES | CHP AREA NUMBER 535 |
| BUSINESS | |
| BUSINESS NAME MR. C'S TOWING | CHP AREA NAME EAST LOS ANGELES |
| BUSINESS ADDRESS 4421 MASON STREET, SOUTH GATE, CALIFORNIA 90280 | DAY PHONE NUMBER (INCLUDE AREA CODE) (323) 249-0575 |
| BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE SAME AS ABOVE | NIGHT PHONE NUMBER (INCLUDE AREA CODE) (323) 249-0575 |
| NUMBER OF YEARS IN TOWING BUSINESS 30 | AUTOMOBILE CLUB AFFILIATE(S) CROSS COUNTRY, AGRO |

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?
 YES NO

VEHICLE STORAGE

| | |
|--|---|
| PRIMARY STORAGE YARD ADDRESS 4421 MASON STREET, SOUTH GATE, CALIFORNIA 90280 | <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| SECONDARY STORAGE YARD ADDRESS NONE | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| ADDITIONAL STORAGE YARD ADDRESS NONE | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| OUTSIDE STORAGE CAPACITY 325 | INSIDE STORAGE CAPACITY 45 |

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)
KURTIS MC ELROY President

| | |
|--|---|
| DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, LIST THE TOW COMPANY(S): |
| DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, LIST THE OTHER CHP AREA(S): |
| ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, LIST THE OTHER CHP AREA(S): WESTMINSTER CHP |
| DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, LIST THE OTHER TOW COMPANY(S): |

RATES

| | Class A | Class B | Class C | Class D |
|---------------------------------|--------------|---------|---------|---------|
| HOURLY RATE | \$185 | | | |
| INSIDE STORAGE | \$ 60 | | | |
| OUTSIDE STORAGE | \$ 60 | | | |
| LABOR (NONSKILLED, ALL CLASSES) | | | | |
| SPECIAL EQUIPMENT (LIST) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| RENTAL/SKILLED LABOR MARKUP (%) | | | | |

TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

| | |
|---|-----------------------------|
| <input checked="" type="checkbox"/> CLASS A (MINIMUM 14,000 GVWR) | NUMBER OF CLASS A TRUCKS: 7 |
| <input type="checkbox"/> CLASS B (MINIMUM 33,000 GVWR) | NUMBER OF CLASS B TRUCKS: |
| <input type="checkbox"/> CLASS C (MINIMUM 48,000 GVWR) | NUMBER OF CLASS C TRUCKS: |
| <input type="checkbox"/> CLASS D (MINIMUM 52,000 GVWR) | NUMBER OF CLASS D TRUCKS: |

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE

Jerry Brown

PRINT NAME AND TITLE

JERRY BROWN, GM

DATE

04-13-15

TO BE COMPLETED BY CHP

AREA APPROVAL

APPROVED DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

MAXIMUM RESPONSE TIME

| | HOURS | CLASS A | CLASS B | CLASS C | CLASS D |
|-------|-------|---------|---------|---------|---------|
| DAY | | | | | |
| NIGHT | | | | | |

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____ AND END ON _____

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

APPROVED DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

2015 — 2016

**TOW SERVICE
AGREEMENT**

JULY 2015

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**STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW SERVICE AGREEMENT
CHP 234 (01-2013) OPI 061**

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

1. TOW DISTRICTS

- A. The CHP Area commander shall establish tow districts for each class of tow truck to facilitate the distribution of calls and meet the needs of the CHP with regard to response time and availability of tow services.
- B. Within each tow district, the Area commander shall determine the maximum response time, reasonable rates, minimum number of trucks, and any applicable addendum.
 - 1) The Area commander may require more than one tow truck in each class in tow districts where rapid response for congestion relief is required.
 - 2) Addendums shall be approved by Division prior to implementation and a copy forwarded to Research and Planning Section as well as the individual operator.
 - 3) Addendums with major cost incurring changes shall contain a fair and equitable projected date for compliance.
- C. An operator shall have a business office and storage yard located within the district they serve, unless this requirement is waived by an addendum from the Area commander in order to meet specific Area needs.
- D. An operator with a business and storage yard in one CHP Area shall provide service in only that Area command unless approved by an addendum from both adjacent Area commanders and with the Division commander's concurrence.

- E. A secondary storage yard does not qualify an operator for an additional tow district.
- F. Within each tow district, the CHP should maintain separate rotation tow lists for each class of tow truck to ensure an equitable distribution of calls.

2. ROTATION LISTS

- A. A call to an operator shall constitute one turn on the list and the operator shall be moved to the bottom of the list.
 - 1) This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time.
- B. If it is determined the operator is not needed and is canceled by the CHP, up to and including arrival on scene and standby time which does not result in a tow, there shall be no charges and the operator shall be placed back at the top of the list.
- C. If the operator responds to a CHP call and is canceled by the vehicle's registered owner or agent, prior to the operator taking possession of the vehicle, there shall be no charge and the operator shall be placed back at the top of the list.
 - 1) Possession is deemed to arise when the vehicle is removed and is in transit; or when vehicle recovery operations or load salvage operations have begun (Section 3068.1[a] of the Civil Code [CC] and Section 22851[a][1] of the California Vehicle Code [CVC]).
 - 2) Whenever a vehicle owner returns to a vehicle that is in possession of a towing company prior to the removal of the vehicle, the owner may regain possession of the vehicle from the towing company if the owner pays the tow company the towing charges (Section 22851[a][2] CVC).
- D. Nothing in the TSA shall prohibit an Area commander, supervisor, or scene manager, from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently at the top of the rotation tow list.
 - 1) In such an instance, the selected company would then go to the bottom of the list and those tow companies which were by-passed, would remain in the same list order.

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

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

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

- 1) This list shall be utilized whenever a large commercial vehicle is overturned and/or down an embankment regardless of the officer's request.
- 2) This list **shall not** be utilized for a large commercial vehicle which is upright and on all wheels.
 - a) The Salvage and Recovery Tow List may be for each tow district or for the entire Area.
- 3) If an operator receives a call for Salvage/Recovery in error due to incorrect information (i.e. vehicle type, weight, type of equipment), the operator shall immediately pass the call and be placed back on top of the rotation list if no recovery attempts are started.
 - a) In the event the operator attempts to start recovery on a Salvage/Recovery call they knowingly should have turned down, they shall be placed on the bottom of the list and no billing charges shall occur.

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

- 1) At least one (1) driver shall have five (5) verifiable years' for-hire salvage and recovery experience.
 - a) The five (5) verifiable years' for-hire salvage and recovery experience shall be determined by the CHP.
 - b) The driver with five (5) verifiable years' for-hire salvage and recovery experience shall not be shared between tow operators. If two operators combine for salvage and recovery response, both drivers shall have the five (5) verifiable years of experience.

- 2) Two (2) tow trucks which shall be one (1) Class D tow truck and one (1) Class C tow truck.
 - a) Depending on an Area's needs and a tow operator's equipment availability, the Area commander may allow an operator to respond one of the following to meet the two (2) tow truck response criteria:
 - (1) Two (2) Class C tow trucks.
 - (2) The operator assigned the initial call may, subject to a prior written addendum, request a specific operator for assistance to meet the one (1) Class D tow truck and one (1) Class C tow truck, or two (2) class C tow trucks.
 - (3) One (1) Class C tow truck and one (1) Class B tow truck only in remote Areas in the state where traffic congestion is not an issue.

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

3. TOW OPERATORS

- A. Operators applying for the rotation tow program shall have a minimum of three (3) verifiable year's for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for a rotation tow listing.
 - 1) The three (3) verifiable years' for-hire experience shall be decided by the CHP.
- B. Operators and owners who do not meet the three (3) verifiable years' for-hire towing experience, may be considered if a full-time manager is employed who possesses three (3) verifiable years for-hire tow experience, as an owner, principal, or full-time manager.
 - 1) The three (3) verifiable years' for-hire experience, as an owner, principal, or full-time manager shall be decided by the CHP.
- C. Management experience shall be decided and qualified by the CHP as follows:
 - 1) The designation of "manager" implies general power and permits reasonable inferences that the employee so designated is invested with the general conduct and control of his employer's business.

- 2) An individual who has charge and control of a business and is vested with a certain amount of discretion and independent judgment.
- D. If the manager ceases to be employed by the company, the TSA shall be suspended until a new manager is approved by the CHP.
- E. Operators and owners applying for an additional identified business/terminal(s) located in a different CHP Area(s), shall utilize a full-time manager pursuant to Elements 3. B. and C. in each Area. A manager shall not be shared between Areas.
- F. New operators, managers, and tow truck drivers, involved with the CHP Rotation Tow Program, shall be fingerprinted for the purpose of conducting criminal history inquiries.
- 1) Any operator, manager, or tow truck driver who separates from the rotation tow program, in excess of one year, shall be fingerprinted for the purpose of conducting a criminal history regardless of prior criminal history clearances (e.g., CHP Evidence Tow Contract, Freeway Service Patrol).
 - 2) The CHP will receive subsequent arrest/conviction notifications for all operators, managers, and tow truck drivers.
 - 3) An operator shall notify the CHP of any arrest and/or conviction of a tow truck driver, manager, or the operator, prior to the beginning of the next work shift.
 - a) Failure to make notification should be cause for disciplinary action.
 - 4) The Area tow officer shall be notified immediately by an operator upon a manager's or tow truck driver's separation from the rotation tow program.
- G. Operators shall have all tow truck drivers involved with CHP rotation tow operations participate in a controlled substance and alcohol testing (CSAT) program.
- 1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.
 - 2) Drivers not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program substantially similar to the requirements as outlined in Section 1) above.

- 3) The operator shall ensure selection pools for commercial and non-commercial licensed drivers are maintained separately.
 - 4) A driver possessing a non-commercial driver license who returns with a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver license.
- H. The operator shall provide proof of enrollment in a CSAT and/or similar CSAT program to the Area office during the enrollment period.
- I. The operator, manager, and all tow truck drivers shall be enrolled in the Employer Pull Notice (EPN) program.
- 1) The operator shall provide a current list of managers and drivers, and a copy of the current EPN report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN program, for all managers and drivers to the Area office during enrollment.
 - a) The operator's signed and dated EPN report shall be kept on file in the Area office.
 - 2) Upon the addition of new managers or drivers, an operator shall be granted a maximum of 30 days to enroll drivers in the EPN.
- J. The operator shall maintain a current list of drivers.
- K. Operators shall have a Carrier Identification number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to the Area office during the enrollment period.
- 1) The expiration of an operator's MCP and/or suspension of the MCP, pursuant to Section 34623 CVC, shall result in the immediate suspension of the tow operator, as well as additional disciplinary action which may be imposed by the Area commander.
- L. Operators shall ensure all drivers comply with intrastate and/or interstate hours of service pursuant to Title 13, Sections 1212 and 1212.5 of the California Code of Regulations (CCR).
- 1) Operators shall ensure their drivers' record of duty status complies with Title 13, Section 1213 CCR.

4. TOW OPERATOR'S BUSINESS

- A. An operator's place of business shall have a sign which clearly identifies it to the public as a tow service.
 - 1) The sign shall have letters which are clearly visible to the public from the street and shall be visible at night.
- B. Business hours shall be posted in plain view to the public.
- C. An operator's place of business shall have posted in plain view to the public the "Towing Fees and Access Notice" and copies of notice readily available to the public pursuant to Section 22651.07(a)(1)(A) CVC.
 - 1) The "Towing Fees and Access Notice" shall be a standardized document plainly printed in no less than 10-point type and shall contain the required language pursuant to Section 22651.07(d) CVC.
- D. An operator's place of business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours.
 - 1) Normal business hours shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
- E. If an operator's place of business is staffed with only one employee, the business office may be closed for one hour at lunch.
 - 1) A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.
 - 2) Response to the office shall be within the time frame required for a normal CHP Class A tow as set forth in the Area addendum.
- F. The operator shall maintain records of all tow services furnished at the operator's primary business office (Note: printable electronic records are acceptable).
 - 1) Invoices shall contain the required itemized information pursuant to Section 22651.07(e) CVC.

- 2) Itemized invoices shall contain a distinct notice upon the invoice stating "Upon request, you are entitled to receive a copy of the Towing Fees and Access Notice." This notice shall be contained within a bordered text box, printed in no less than 10-point type pursuant to Section 22651.07(a)(1)(B)(3) CVC.
- G. The operator's primary business office shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, driver's record of duty status (intrastate and/or interstate), and Federal Communication Commission licensing (if applicable), and non-CHP tows.
- H. The CHP may inspect all operator records relating to compliance with the TSA without notice during normal business hours.
- I. Operators shall permit the CHP to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
 - 1) The CHP shall provide a receipt for any record removed from the place of business.
- J. An operator shall maintain business records for a period of two (2) years (effective July 1, 2012), plus the current term of this TSA, and shall make them available for inspection.
 - 1) Failure of the operator to comply with the aforementioned inspection requirements shall be cause for disciplinary action.

5. FINANCIAL INTEREST

- A. No operator or applicant shall be directly involved in the towing-related business of any other operator or applicant within the same rotation tow district.
- B. No operator or applicant shall share equipment with any other district or Area involved with the CHP rotation tow list (excluding equipment which may be unavailable due to repairs, equipment replacement, or the operator is involved in the Salvage and Recovery List).
- C. The sale or transfer of the controlling interest in a company shall immediately terminate the TSA.
 - 1) A new owner may apply for the rotation tow program at any time during the remainder of the current TSA term, regardless of the Area's enrollment period.

6. RESPONSE TO CALLS

- A. The operator shall respond to calls 24 hours a day, seven (7) days a week, within the maximum response time limits established by the Area commander.
- B. An operator or tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle, perform vehicle recovery (e.g., rollover, down embankment), provide service (e.g., fuel, flat tire change), and be in possession of the appropriate class of driver license, applicable endorsements, and permits.
 - 1) Any applicable permits (e.g., load variance, oversize) shall be valid and maintained in the tow truck.
- C. The operator shall advise CHP dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time.
 - 1) If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify the appropriate CHP communications center.
- D. A failure to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements, without justification, shall result in disciplinary action. (This includes refusing to respond for junk vehicle calls. Justification for failure to respond to calls shall be determined by the CHP.)
- E. If service, other than towing, recovery, and load salvage, is canceled by the vehicle's registered owner or agent, no lien shall arise for the service unless the operator has presented a written statement to the vehicle's registered owner or agent for the signed authorization of services to be performed pursuant to Section 3068(a) CC.
 - 1) The operator shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed, or initiated and subsequently canceled.
- F. Nothing shall prohibit a Class B, C, or D tow truck from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.
 - 1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class tow truck.

- G. Area commanders may establish local policy which allows an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call.
- H. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the CHP incident commander.
- I. When an operator will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, the operator shall notify the Area command at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- J. Only tow truck personnel and equipment requested shall respond to a CHP call (e.g., tow truck driver bringing significant others, family members, friends, pets, etc., is not allowed).
 - 1) Exception would be responding a tow truck driver trainee with an approved rotation tow truck driver and only if a CHP 234F, Tow Operator/Driver Information, has already been submitted for the trainee to the Area office.
- K. An operator/tow truck driver shall not respond to a CHP call assigned to another operator or reassign a call to another tow operator, unless requested to do so by the CHP.
 - 1) Nothing would preclude the assigned operator/tow truck driver from responding to an incident to ascertain if additional assistance or equipment is required.
- L. There shall be no additional charge for any personnel or equipment which is not necessary to perform the required service.
- M. There may be times when the operator/tow truck driver assigned the initial call, may require assistance from an additional operator/tow truck driver.
 - 1) The assigned operator/tow truck driver may, with the concurrence of the scene manager, request a specific operator/tow truck driver for additional assistance.
 - 2) The operator/tow truck driver's approved request shall be routed through the CHP.
- N. There may be times when an operator/tow truck driver, who was not called to the scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the on-scene officer requests assistance in clearing the roadway.

- 1) In such a case, the operator/tow truck driver may be requested by the officer to move the vehicle to a safe location and leave it.
- 2) There shall be no charge for this assistance and the assistance provided shall not change the operator's place in the rotation.
 - a) Violations of Section 22513 CVC shall result in disciplinary action.
- 3) If the operator/tow truck driver is requested to provide service at the scene resulting in a tow, that company would be moved to the bottom of the list.

7. STORAGE YARD

- A. The operator shall be responsible for the safekeeping and prevention of vandalism of all vehicles and contents which are stored/impounded by the CHP.
 - 1) At a minimum, a permanent securely fenced or an enclosed storage area of an adequate size shall be provided for the proper storage of vehicles.
- B. The primary storage yard shall be at the same location as the business address.
 - 1) Stored/impounded vehicles shall be at the primary storage yard.
 - 2) This requirement may be waived by a written addendum from the Area commander with justification.
- C. A secondary storage yard shall be located reasonably close to the main business office.
 - 1) There shall be no charge to the vehicle's owner/agent for towing a vehicle from a secondary storage yard to the primary storage yard.
- D. Tow operators shall maintain sufficient storage spaces.
 - 1) A secondary storage yard shall only be utilized if the primary storage yard is full.
 - a) This requirement may be only waived by a written addendum from the Area commander with justification.
- E. A storage yard owned by an operator and shared with another operator shall only be approved if the operator/owner charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

- F. A storage yard shared by operators, or any other business establishment(s) regardless if owned by the operator or not, shall be physically separated and secured from each other, including business records related to the tow company.
- G. Prior to the utilization of a new storage yard, which was not listed on the CHP 234A, Rotation Tow Listing Application, the operator shall obtain the Area commander's approval.
- H. An operator's employee shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.
- I. The operator or their employee shall release personal property from a vehicle which has been stored/impounded by the CHP at the request of the vehicle's registered owner or agent pursuant to Sections 22851(b) and 22651.07 CVC.
 - 1) California Highway Patrol approval shall be obtained prior to the release of personal property from a vehicle that has been impounded for evidence or investigation.
 - 2) A receipt shall be provided for the removed personal property, with a copy placed inside the stored/impounded vehicle.
 - a) This procedure shall also apply to the removal of property by the tow operator and/or their employee to a secured area within the business.
- J. Personal property and/or the vehicle shall be released at the primary storage yard.
 - 1) Personal property or a vehicle release from a secondary storage yard shall only be granted if it's acceptable to the vehicle's registered owner or agent.
 - a) Personal property is considered to be items which are not affixed to the vehicle. Personal property includes: papers, cell phones, pull-out radios, clothes, luggage, tools, etc.
- K. No fee shall be charged for the release of a vehicle or personal property during normal business hours pursuant to Sections 22851(b) and 22651.07(c)(1) CVC.
 - 1) The maximum charge for a non-business hours release shall be one-half the hourly tow rate charged for the vehicle towed, or less, for initially towing the vehicle pursuant to Section 22851(b) CVC.
 - 2) No lien shall attach to any personal property in or on the vehicle pursuant to Section 22851(b) CVC.

- L. The operator shall keep a written record of every vehicle stored/impounded for a period longer than 12 hours pursuant to Section 10650(a) CVC.
 - 1) The record shall contain the name and address of the person storing or requesting the tow, the names of the owner and driver of the vehicle (if ascertainable), and a brief vehicle description (make, model, license plate number, and any vehicle damage) pursuant to Section 10650(b) CVC.

8. TOW TRUCK DRIVERS

- A. The operator shall ensure tow truck drivers responding to calls initiated by the CHP are competent and have completed a Tow Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program.
 - 1) The TSAAC approved tow truck driver training course list is contained in Attachment A of this TSA.
 - a) Acceptable hands-on tow truck driver training programs shall be approved by the TSAAC. (On-line testing/certification will not be accepted.)
 - 2) Effective July 1, 2016, all drivers shall provide documentation that they have completed Traffic Incident Management training in accordance with the Federal Highway Administration.
 - 3) Documentation of completion of an approved tow truck driver training program within the past five (5) years shall be submitted along with the CHP 234F.
 - a) A CHP 234F shall include all convictions of felonies and misdemeanors.
 - b) Tow truck driver training documentation shall be for the appropriate class of tow truck (e.g., a Class D driver shall have heavy duty tow truck driver's training documentation).
 - c) All operators, managers, and drivers shall be provided with written notification regarding the reason(s) for denial of an operator, manager, or driver's CHP 234F within 30 days.
 - 1) If denial is based on fingerprint results, a copy of the results shall be provided to the denied applicant.

- d) A failure to disclose any felony and/or misdemeanor convictions shall be cause for denial of a CHP 234F.
- B. Completion and/or documentation of a tow truck driver's training does not indicate a sufficient level of competence.
- C. Tow truck drivers shall perform all towing and recovery operations in the safest and most expedient manner possible.
- D. Tow truck drivers shall be at least 18 years of age and shall possess the proper class of license and endorsements for the towed and towing vehicle.
- E. Uniforms: CHP rotation tow truck drivers shall wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and the driver's name while engaged in CHP rotation tow operations.
- F. Personal Appearance: CHP rotation tow truck drivers shall represent a professional image. An unacceptable representation would include: unbathed, excessively dirty/torn uniform, body art, visible body piercing, etc.
- G. Safety Garments: CHP rotation tow truck drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retroreflective clothing) during daylight and hours of darkness in accordance with Code of Title 8, Section 1598 CCR. If the tow truck driver is working on a Federal-aid highway, the operator shall comply with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter 1, Federal Highway Administration, Department of Transportation, Part 634, Worker Visibility, which requires high-visibility personal protective safety clothing to be worn that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004.

9. TOW TRUCK CLASSIFICATIONS

- A. An operator shall equip and maintain tow trucks covered under the TSA in accordance with the provisions set forth in the CVC, Title 13 of the CCR, the specifications contained in this TSA, and in a manner consistent with industry standards and practices.
- B. All recovery vehicles shall have recovery, wheel lift (if equipped), and an extendable/retractable boom meeting the specifications contained in this TSA and the most recent electronic version of the CHP 234B, Tow Truck Inspection Guide.
 - 1) Class D tow trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.

- 2) An operator who has a car carrier is exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit and **shall not be used for recovery.**
- 3) An auto-loader without an extendable/retractable boom is an additional unit and **shall not be used for recovery.**
 - a) For purposes of the TSA, recovery is defined as a vehicle which is overturned, down an embankment, or otherwise not upright on its wheels.

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

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

1) **Class A - Light Duty**

- a) An operator should maintain a minimum of one tow truck which has a manufacturer's GVWR of at least 14,000 pounds.
 - (1) After June 30, 2006, Class A 4-wheel drive tow trucks with a GVWR of less than 14,000 pounds may be listed as special equipment on the CHP 234A. These tow trucks shall be used only for recoveries requiring the use of 4-wheel drive.

2) **Class B - Medium Duty**

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

3) **Class C - Heavy Duty**

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

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

- a) An operator should maintain at least one three-axle tow truck with a GVWR of at least 54,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
 - (1) If this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle.

10. **GENERAL EQUIPMENT SPECIFICATIONS**

- A. **Tow Truck and Car Carrier Classifications:** Tow truck and car carrier classifications are based on the truck chassis GVWR and the classification system used by the American Trucking Association and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.
- B. **Identification Labels:** Each piece of towing equipment shall have a manufacturer's label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.
- C. **Recovery Equipment Rating:** The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
 - 1) The structural design of the recovery equipment must have a higher load capacity than the performance ratings.
 - 2) Winches shall conform to or exceed the specifications set forth by the Recovery Equipment Rating, Society of Automotive Engineers (SAE) Handbook, SAE J706.
 - 3) All ratings for wire rope and chain assemblies are for the undamaged assembly condition. All wire rope and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer for the equipment.
- D. **Control/Safety Labels:** All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

11. INSPECTIONS

- A. The CHP shall provide one (1) annual inspection of all tow trucks utilized on CHP rotation calls, at no charge to the operator, in order to qualify for participation in the term of the TSA.
 - 1) The CHP may conduct additional inspections without notice during normal business hours.
- B. The operator shall not dispatch any tow truck which has not been inspected and approved by the CHP.
 - 1) The CHP shall inspect a tow truck within thirty (30) days of a request from an operator prior to use in the Rotation Tow Program.
- C. The annual inspection shall consist of the following:
 - 1) A Level One inspection (CHP 407F, Safetynet Driver/Vehicle Inspection Report) conducted by a commercial enforcement officer or Area tow officer with the assistance of a motor carrier specialist or commercial vehicle inspection specialist.
 - 2) A tow truck inspection (CHP 234B) conducted by a commercial enforcement officer or Area tow officer.
 - 3) Tow trucks arriving for inspection shall be properly equipped as outlined on the CHP 234B, and ready for immediate response for service.
- D. Upon the successful completion of a Level One inspection, a Commercial Vehicle Safety Alliance decal shall be issued, regardless of the tow truck inspection (CHP 234B) results.
- E. If two (2) or more CVC requirements on the CHP 234B, Page one, receive a failing mark, the inspected truck has failed the initial annual inspection and shall count against the 50 percent failure rate. An "Out of Service" violation on a CHP 407F shall count as a failure of the initial annual inspection.
 - 1) Other than the two (2) or more CVC requirements, a tow truck may fail based on additional failed items outlined on the CHP 234B, within reason.
- F. If 50 percent or more of the operator's tow trucks fail the initial annual inspection, the operator's application shall be denied and the operator may reapply during the next open enrollment period.

- 1) The operator whose trucks have successfully passed the initial annual inspection, by more than 50 percent, but still have some tow trucks which failed, shall be allowed one re-inspection for those failed tow trucks.
- G. The intent of these inspections is to ensure operators are involved in an ongoing safety maintenance program for their tow trucks. The annual inspection is not intended to find out what needs to be repaired/replaced on an operator's tow truck. A tow truck responding to a CHP call should be properly equipped and operating in a safe condition.
- H. Tow trucks shall be inspected by the Area for which they are designated. If a tow truck fails its initial inspection for its designated area, it **shall not** be redesignated to another Area and re-inspected for use in another Area. (An exception would be rural areas, i.e. resident posts, that must utilize an "out-of-area" operator.)
- I. The operator shall be provided with written notification of the failure/denial of any tow truck or equipment and allowed a hearing upon request to the Area office pursuant to Section 2424(d) CVC and Element 22. Hearing/Appeal.
- J. All of the equipment listed on an operator's CHP 234A shall be accounted for during the annual inspection.
- K. Special Equipment
- 1) To properly and safely tow, service, or recover the wide variety of vehicles being operated on the highway, a towing procedure may require the use of special equipment specifically designed for the purpose. This special equipment shall be listed on the operator's CHP 234A and should be used when appropriate.
 - 2) All special equipment listed on the CHP 234A shall be accounted for during the annual inspection or when additional equipment is added.
 - 3) Any special equipment which requires certification/inspection of the equipment and/or operator (e.g., cranes, forklifts), the applicable and current certification/inspection document(s) shall be provided to the Area office at the time of enrollment or as equipment is added by an operator.

12. RATES

A. Fees charged for calls originating from the CHP shall be reasonable, valid, and not in excess of those rates charged for similar services provided in response to requests initiated by a public agency or private person.

- 1) Reasonableness shall be determined as compared to other similar service rates.
- 2) Validity shall be based upon the following: telephone quotes, invoices, posted rates, charges to retail customers, etc.

NOTE: Element 12.A, shall not apply if the operator responds to a CHP call in a location where towing rates for all tow companies are established by an Official Police Garage or city/county ordinance pursuant to Section 21100(g) CVC.

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

NOTE: Non-skilled labor is work which requires no special training or experience for performing the work adequately.

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

- 1) If the re-submitted rate is unreasonable and/or invalid, the operator shall be disqualified from participating in that class for which the rate was unacceptable, or charge for services in which the rate was submitted, until the next enrollment period.
- 2) An operator shall be provided with written notification regarding the disqualification within 30 days.

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

- 1) An operator is not precluded from charging less when deemed appropriate by the operator.
- 2) These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.

- E. Any operator who charges rates above the submitted rates for a CHP call shall be subject to disciplinary action.
- F. In an effort to remain competitive in the open market, the operator may lower retail rates at any time by notifying the CHP.
 - 1) When an operator lowers the retail rate, that retail rate becomes the operator's new approved rate.
- G. A valid bank credit card or cash payment shall be accepted for payment of towing and/or storage pursuant to Sections 22651.1 and 22651.07(c)(4) CVC.
 - 1) A surcharge shall not be imposed upon a cardholder who elects to use a credit card for payment pursuant to Section 1748.1 CC and Section 22651.07(c)(4) CVC.
- H. The approved schedule of rates charged by the operator shall be available in the tow truck, and shall be presented upon demand to the vehicle owner/agent for whom the tow service was provided or any CHP officer at the scene.
- I. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.
- J. Operators may only raise rates during the enrollment period or upon approval after a midterm review.
- K. Tow Rates
 - 1) The rate for towing should be computed from portal to portal when a vehicle is towed to the operator's storage yard.
 - a) Portal to portal is defined as follows: Time shall start from either the point of dispatch or upon departure from the place of business, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or completion of the call, if another call is pending, whichever is shorter.
 - 2) The time expended, for towing a vehicle back to the operator's storage yard, should be charged at a rate not to exceed the hourly rate.
 - a) Time expended in excess of the hourly rate shall be calculated in no more than one-minute increments.

- b) There shall be no additional charges for mileage, etc.
- 3) A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) CVC.
- 4) The operator may submit two retail hourly tow rates to the Area: One rate for calls originating during normal business hours and one rate for calls originating after business hours.
- 5) The operator shall base charges for the class of vehicle being towed or serviced regardless of the class of tow truck used, except when vehicle recovery operations require a larger class tow truck, and only during the time of recovery.

L. Service Calls

- 1) The operator may charge up to a 30-minute minimum per call for any service which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer or returned to the operator's storage yard.
- 2) Rates for a service call (out-of-gas, lockouts, tire changes, etc.) should be from portal to end of service.
- 3) Charges, in excess of a 30-minute service call, may be charged in no more than one-minute increments.
 - a) A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) CVC.
 - b) If the service cannot be performed safely at the vehicle's location, the vehicle may be moved to safe location to perform the service at the service call rate.
- 4) Fuel charges for gasoline dispensed on out-of-gas service calls shall be at the prevailing market rate.

M. Fees for Special Operations

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

- 2) Operators involved in the two (2) tow truck Salvage and Recovery List may charge a minimum two-hour rate.
 - a) Time expended in excess of the two-hour minimum shall be at the hourly rate in no more than one-minute increments.
 - b) If a second hour is charged, the second hour shall meet the invoicing requirements pursuant to Section 22651.07(e)(7) CVC.
 - c) If it is determined that only one truck is required, the second truck may claim portal to portal and time expended on scene until determination was made that it was not required.
- 3) Hourly rates shall be established for the following:
 - a) Auxiliary and contracted equipment (e.g., airbags, converter gear/dolly, additional trailers, fork lift, front loaders).
- 4) Operators shall submit a mark-up rate (percentage of the cost to the operator) for rental equipment and labor not otherwise listed on the CHP 234A.
- 5) If an operator performs a service for which a required rate was not submitted and approved by the Area, the operator shall only be entitled to charge for the actual cost of that service plus a markup rate not to exceed ten (10) percent.

N. Storage Fees

- 1) A vehicle stored/impounded 24 hours or less shall be charged no more than one-day storage pursuant to Section 3068.1(a) CC.
 - a) If the vehicle is released from storage after 24 hours has lapsed, charges may be allowed on a full, calendar-day basis for each day of storage, or part thereof pursuant to Section 3068.1(a) CC.
- 2) Storage of vehicles in combination should be charged a per vehicle rate except for dollies, con-gear, vehicle on a car carrier/trailer, etc.
 - a) Dollies and con-gear, not in combination, may be charged a storage rate not to exceed Class A storage fees.

- 3) Inside storage fees shall only be charged when inside storage is requested by the CHP, registered owner, legal owner, insurance company, or when the inside storage can be justified by the tow operator.
- 4) The operator shall display in plain view at all cashiers stations, a sign as described in Section 3070(d)(2)(E) CC, disclosing all storage fees and charges in force, including the maximum storage rate.

O. Lien Fees

- 1) If a vehicle has been determined to have a value exceeding four thousand dollars (\$4,000), pursuant to Section 22670 CVC, the lien shall be satisfied pursuant to Section 3071 CC (Section 3074 CC).
- 2) The lienholder may charge a fee for lien sale preparations not to exceed seventy dollars (\$70), for a vehicle valued at four thousand dollars (\$4,000) or less and not to exceed one hundred dollars (\$100) for a vehicle valued at greater than four thousand dollars (\$4,000) (Section 3074 CC).
 - a) These charges may commence when the lienholder requests the names and addresses of all persons who have an interest in the vehicle from the Department of Motor Vehicles (Section 3074 CC).
 - b) Not more than 50 percent of the allowable fee may be charged until the lien sale notifications are mailed to all interested parties and the lienholder or registration service agent has possession of the required lien processing documents (Section 3074 CC).
 - c) This charge shall not be made in the case of any vehicle redeemed prior to 72 hours from the initial storage (Section 3074 CC).

13. **COLLUSION**

- A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the TSA that would bring about any unfair condition which could be prejudicial to the CHP, the motoring public, or other operators.
- B. A finding by the CHP that any operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the TSA. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on all CHP rotation tow lists for the current term, plus three years.

14. INSURANCE

- A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the operator's business is located, and is authorized to do business in California:
 - 1) Minimum Level of Financial Responsibility (as required by Section 34631.5 CVC) - Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B, C, and D shall not be less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
 - 2) Uninsured Motorist - Legal minimum, combined single limit.
 - 3) On-Hook Coverage/Cargo - Insuring the vehicle in tow with limits based on the size of the tow truck.
 - a) Class A tow truck.....\$50,000.
 - b) Class B tow truck.....\$100,000.
 - c) Class C tow truck.....\$200,000.
 - d) Class D tow truck.....\$250,000.
 - 4) Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
 - 5) Garage Keeper's Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.
- B. An operator shall provide proof of insurance for all storage facilities listed on the CHP 234A.
- C. Proof of insurance shall be in the form of a certificate of insurance. The operator's insurance policy shall provide for not less than 30 days written notice to the CHP in the event the insurance policy is canceled or is due to expire.
- D. Failure of the operator to maintain the minimum insurance requirements set forth in the TSA shall immediately nullify the TSA, remove the operator from the rotation tow list, and subject to disciplinary action by the Area commander.

15. ANNUAL OPEN ENROLLMENT MEETINGS

- A. The Area commander shall conduct one (1) annual open enrollment meeting to discuss the forthcoming TSA term and issues concerning the rotation tow program.
 - 1) The CHP shall provide a 30-day written notice of the meeting to operators currently approved for the rotation tow program and to those new operators expressing interest.
 - a) The written notice shall be sent via certified mail or hand delivered.
 - 2) If an operator or operator's designee fails to attend the annual open enrollment meeting, the operator's application for the forthcoming TSA term shall be denied.
 - a) The operator shall be provided with written notification of the denial and may reapply during the next open enrollment.
- B. Any subsequent meetings, outside of the open enrollment meeting, shall be mandatory for the operator or operator's designee.
 - 1) The CHP shall give a 30-day written notice, if practical, of the meeting.
 - 2) Failure to attend a meeting shall result in disciplinary action.

16. DEMEANOR AND CONDUCT

- A. While involved in CHP rotation tow operations or related business, the tow operator and/or employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:
 - 1) Rude or discourteous behavior.
 - 2) Lack of service, selective service, or refusal to provide service which the operator is capable of performing.
 - 3) Any act of sexual harassment or sexual impropriety.
 - 4) Unsafe driving practices.
 - 5) Exhibiting any objective symptoms of alcohol or drug use.

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

17. TOW COMPLAINTS

- A. All CHP related tow service complaints received or initiated by the CHP against a tow operator or tow operator's employees, shall be accepted and investigated in a fair and impartial manner.
 - 1) The tow operator and their employees shall cooperate with CHP investigators during the course of an investigation.
- B. Alleged violations of the TSA shall be investigated by the CHP Area covered by the TSA.
- C. Should the filing of criminal charges be a possibility, the CHP shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.
- D. Complaints for violations of the law not normally investigated by CHP shall be referred to the agency with investigation jurisdiction.
- E. Completed complaint investigations shall be forwarded to the Division for review and approval.
- F. The operator shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

18. COMPLIANCE WITH LAW

- A. The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.
- B. Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of the TSA.

- C. California Highway Patrol personnel, as well as tow operators and their employees, shall not be offered nor accept gratuities pursuant to Section 12110(a) CVC.
- D. No tow operator or their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Section 12110(c) CVC.
- E. An operator shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.
- F. An operator or employee arrested/charged for a violation involving any of the above crimes should be suspended until the case is adjudicated.

19. COMPLIANCE WITH TSA.

- A. The operator agrees, as a condition of inclusion in the rotation tow program, to comply with the terms and conditions of the TSA. Furthermore, the operator or operator's agent agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, termination, or denial of an application).
- B. A violation of the equipment requirements; related to safety, shall be cause for immediate suspension.
 - 1) The suspension shall remain in effect until the suspension period is completed and the CHP has inspected the equipment and concluded the operator is in compliance.
- C. A violation of the GVWR and/or safe loading requirements of a tow truck may be cause for disciplinary action.
 - 1) This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.
- D. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension.
 - 1) The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the CHP.

- E. Any unsatisfactory terminal evaluation rating issued by the Motor Carrier Safety Unit (MCSU) shall be cause for suspension.
 - 1) The suspension shall remain in effect until proof of a satisfactory compliance rating from the MCSU has been provided to the Area commander.
- F. Allowing an incompetent tow truck driver to respond to a CHP call shall be cause for disciplinary action of the operator.
- G. An operator responding a tow truck driver to a CHP call (i.e., those drivers dispatched by the tow operator's business) who have not been approved by the Area office, shall be cause for disciplinary action of the operator.
- H. Tow operators shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.
 - 1) The on-scene investigating officer or incident commander shall make the determination when a tow operator may record a scene for tow related business reasons.
 - 2) In the event a tow operator is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the CHP.

20. DISCIPLINARY ACTION

- A. The Area commander shall take disciplinary action against an operator for violations investigated and sustained. Furthermore, the operator agrees that failure by the operator, or their agent, to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, denial of an application, or termination from the CHP Rotation Tow Program – Section 2424[d] CVC).
 - 1) The Area commander shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this TSA.
- B. Nothing shall preclude the CHP from taking the appropriate enforcement or administrative action for any violations of law.
- C. Nothing herein shall be deemed to prohibit the CHP from immediately suspending, terminating, or denying an application of any operator or employee for any of the following:

- 1) Whose conduct, in the opinion of the Area commander, is deemed to be a danger to the motoring public (e.g., registered sex offender).
 - 2) A violation of equipment requirements, related to safety.
 - 3) Who has engaged in conduct constituting a flagrant violation of the TSA.
- D. Records of violations shall be retained by the CHP for 36 months, plus the current TSA term.
- E. Disciplinary action taken against an operator by an Area commander should be honored by all CHP Areas being serviced by the operator in question.

21. TERMS OF DISCIPLINARY ACTION

- A. Violations of the terms and conditions of the TSA may be cause for disciplinary action in the following manner:

- 1) First violation within a 12-month period – letter of written reprimand.
- 2) Second violation within a 12-month period – one to 30-day suspension.
- 3) Third violation within a 12-month period – 60 to 90-day suspension.
- 4) Fourth violation within a 12-month period – termination of the TSA.

NOTE: Nothing may preclude an Area commander from imposing a suspension for a first violation pursuant to Element 20. Disciplinary Action, Item C.

- B. Violations of the terms and conditions of the TSA which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

- 1) In lieu of termination, the CHP may impose additional suspensions for longer periods, if deemed appropriate.
- 2) When considering disciplinary action for a major violation of the TSA, an Area commander should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

- C. A suspended or terminated operator, and/or the tow business owner at the time of the suspension or termination, shall not be eligible for a rotation listing for the duration of the suspension or termination.

- 1) This provision applies to the operator working in any capacity within any tow business or operating any tow business, even if operated under new ownership.
- D. If the operator is serving a suspension, the operator shall be required to have complied with all terms and conditions of the current TSA at the time of reinstatement.
- E. An operator shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

22. HEARING/APPEAL

- A. A hearing shall be granted, upon an operator's request, within ten (10) calendar days, for any of the following circumstances:
 - 1) Operator is served with disciplinary action.
 - 2) Denial of an operator's rotation tow application (CHP 234A) or an operator/driver application (CHP 234F).
- B. The Area commander shall provide written notification to the operator requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.
- C. A hearing shall be held as soon as practicable.
- D. The hearing shall be conducted by the Area commander or designee, and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position.
 - 1) The operator shall be entitled to present testimony of at least one qualified person. (i.e., representation by counsel or attorney.)
- E. The operator shall be notified in writing of the Area commander's decision(s) within ten (10) business days of the date of completion of the hearing.
- F. Upon receipt of the Area commander's written hearing decision, if the operator is dissatisfied with the decision(s), the operator may appeal by submitting a written request to the CHP Division commander within ten (10) business days.
- G. The appeal shall be conducted by the Division commander or designee and shall be held as soon as practicable.

- H. The Division commander shall provide written notification to the operator requesting an appeal indicating acknowledgement of the appeal request and an appeal date assigned.
 - 1) The operator shall have the same rights as afforded at the Area level.
 - 2) The operator shall be notified in writing of the Division commander's decision(s) within ten (10) business days of the appeal.
 - 3) The Division commander's decision(s) shall be subject to no further administrative appeal.
- I. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the motoring public or who continue to violate the terms and conditions of this TSA.
- J. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the CHP Area commander shall be final and the disciplinary action shall take effect upon written notification to the operator by the Area commander.

23. MIDTERM REVIEW

- A. The purpose of this section is to provide a process for a midterm review of the terms and conditions of the TSA in the event there is a legitimate and substantial change in conditions or law affecting the majority of the operators within an Area or the CHP.
- B. A midterm review, when granted by the Commissioner or designee, will not automatically authorize a change in the terms and conditions of the TSA.
 - 1) If a midterm review is announced by the Commissioner or designee, it is the responsibility of the affected Area commander to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change is justified.

24. ADVERTISING

The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the CHP or the Department of Motor Vehicles.

25. CANCELLATION

This TSA may be canceled by an operator by providing written notice to the Department.

26. OPERATOR APPROVAL

I certify that all drivers operating under this Tow Service Agreement (TSA) are qualified and competent. I further certify that I have read and understand this TSA and agree to abide by all the provisions. I further agree to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of the TSA, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this TSA. The operator, and the agents and employees of the operator, in the performance of this TSA, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this TSA (2015-2016 TSA) will become effective:

_____ and end _____
 Date Date

| | | |
|-----------------------------|-------|--------------|
| Operator Approval | | |
| Signature | | Typed Name |
| Company | Title | Date |
| Business Address | | Phone Number |
| Motor Carrier Permit Number | | |

ATTACHMENT A
TOW SERVICE AGREEMENT ADVISORY COMMITTEE
APPROVED TOW TRUCK DRIVER TRAINING COURSES

Automobile Club of Southern California
3333 Fairview Road
Costa Mesa, CA 92626
Contact: Rob Wade at (714) 885-1333
E-mail: wade.robert@caaa-calif.com

California Tow Truck Association
3050 Beacon Blvd.
West Sacramento, CA 95691
Contact: (800) 874-2860
E-mail: president@ctta.com

International Institute of Towing & Recovery (Instructor Led / Self Study Course)
700 12th Street NW, Suite 700
Washington, DC 20005
(888) 392-9300
Contact: Peter Fuerst at (415) 859-1889
E-mail: pfuerst1@comcast.net

Randy Resch
21020 Fog Ridge
Alpine, CA 91901
Telephone: (619) 807-3173
E-mail: rrescran@gmail.com

Tow Pros, LLC
4615 East Brundage Lane
Bakersfield, CA 93307
Contact: Ken Kay at (661) 979-0747
E-mail: kktowman@towpros.com

WreckMaster Incorporated
P.O. Box 473
Lewiston, NY 14092
Telephone: (800) 267-2266
E-mail: www.WreckMaster.com

AAA Northern California-Nevada-Utah (NCNU)
1900 Powell Street
Emeryville, CA 94608
Contact: Marina Morita
Telephone: (209) 986-0504
E-mail: Marina.Morita@goAAA.com



U.S. Tow, Inc.

June 30, 2016

Donna Schwartz, City Clerk
City of Huntington Park
Re: Official Police Tow Service
6550 Miles Avenue
Huntington Park, CA 90255

Thank you for the opportunity for U.S. Tow, Inc to present its qualifications as the Official Police Garage for the City of Huntington Park. The attached document responds directly to the Request for Proposal and details our Business Plan, Experience, Key Personnel, Personnel Standards, Hiring and Training Plans, and our Prior Regulatory and Contract Compliance.

I, Moshe Ben-Dayan, have been authorized by the Company's Board of Directors to execute and bind any agreement with respect to this RFP and any subsequently awarded contract with the City. With our proven track record of service to many government agencies, we are confident we can continue to successfully implement, manage and deliver the results that the City Huntington Park and its departments and agencies are seeking from a collaborative and innovative partner.

I am confident that can provide un-paralleled levels of service to the Police Department and all other city entities as well as to the civilian customers which will all be treated with professional and courteous service. As I hope you will determine from our past performance of the contract and from the financial information that we have enclosed, we are confident that we have more than ample resources to provide the city with a first class towing and storage facility, second to none. U.S. Tow looks forward to providing exemplary service to the City.

In addition to this letter of transmittal, below and in order, please find our Executive Summary, Responses to Questions Posed in Section C (1) of Article 1, resumes of principals, officers and key managerial personnel, a list of all municipalities/public agencies for whom similar services were provided over the past 5 years. We have also included an appendix of information required. If you require any additional information, please do not hesitate to contact me at the address, telephone number and/or email listed on this cover letter.

Very Truly Yours,

Moshe Ben-Dayan
CEO/President

Stephanie McColgan
Vice President and Secretary/Treasurer

2119 E. 25th Street, Los Angeles, CA 90058
Phone : (323) 870-7100

Executive Summary

Competitive Position

U.S. Tow, Inc. originated in 1983. The firm has served the Los Angeles Police Department as the Official Police Garage for the Newton Division since 2004. We additionally serve other governmental entities including the City of Los Angeles Department of Transportation, the California Highway Patrol, the Los Angeles County Sheriff's Department, the City of Los Angeles Housing Authority, the University of Southern California Department of Public Safety and the City of Los Angeles School Police Department.

Experience/Management

U.S. Tow, Inc. was acquired by Moshe Ben Dayan in 2013. Mr. Ben Dayan assumed the ownership of U.S. Tow with a wealth of previous towing experience. He founded and has operated Classic Tow, Inc. dba Tip Top Tow Service at the same location in Santa Monica for more than 25 years. Tip Top Tow Service is an Official Police Contractor for the Cities of Santa Monica and Beverly Hills. It additionally has long-standing contracts with a number of other governmental entities.

Employees

The major management staff of U.S. Tow has an average of 15 years of experience in the towing industry. This staff has operated the Newton Division OPG and the other elements of the firm's business with professionalism and integrity and it stands ready to provide excellent service to the City of Huntington Park and the Police Department. Additionally, the hiring and training procedures utilized by U.S. Tow are stringent, and we consider it our utmost responsibility to continue to enforce these procedures in the future.

Site

U.S. Tow has the distinct advantage of having an existing site located at 2119 East 25th Street, Los Angeles, which meets all current zoning regulations. This site is located 3.2 miles from City Hall in Huntington Park, thereby providing us with immediate access to Huntington Park. U.S. Tow has a facility which provides a modern, clean, safe, professional environment. The U.S. Tow site consists of approximately 4.0 acres of screened, secured, lighted, signed and cemented area for the impounding and storage of vehicles and approximately 12,600 square feet of enclosed building area for evidence hold, ancillary storage, administration and lien sale auction of vehicles.

Tow Vehicles

In an effort to serve all of our clients in a timely and effective manner, we are continuously mindful with respect to maintaining a strong, contemporary fleet of tow vehicles. U.S. Tow has a fleet of eight units including five flatbeds and three wheel- lift/standard duty trucks. We additionally have three heavy duty trucks and one heavy duty trailer. This fleet, which we continuously service and upgrade, will allow us to maintain call times well under the 20-minute requirement of the City of Huntington Park Police Department.

Customer Service

The employees of U.S. Tow are trained to develop awareness of customer problems, to establish empathy for customers, to understand and adapt to the diverse ethnicities and cultures of customers and to treat customers with respect and their vehicles and personal belongings with professionalism. Each one of us at U.S. Tow understands that difficult situations arise and our "team" philosophy of operation allows us to proactively handle these situations before they become problematic.

Management

Moshe Ben Dayan, the President/CEO of U.S. Tow, has been actively involved in the tow industry since 1989 at which time he established Classic Tow, Inc. dba Tip Top Tow Service which he has operated continuously in Santa Monica since that time. It is significant that Mr. Ben Dayan made the operation of Tip Top Tow Service his one and only business commitment until his purchase of U.S. Tow in 2013.

Authorized Contact

The person authorized to represent U.S. Tow in negotiations with the City of Huntington Park Police is Moshe Ben Dayan, President/CEO, U.S. Tow, Inc. Mr. Ben Dayan additionally is authorized to execute the agreement with the City of Huntington Park on behalf of U.S. Tow and is the contact point for any questions or concerns relative to this Proposal. This Proposal will remain valid for a period of not less than One Hundred Twenty (120) days from the submittal date of June 30, 2016.

Legal Business Status

U.S. Tow, Inc. is an "S" corporation, Federal Tax ID# 90-4373444. The corporation was founded in 1983. Moshe Ben Dayan is President/CEO of the corporation and Stephanie McColgan is Vice President and Secretary/Treasurer of the corporation. The address of U.S. Tow, Inc. is 2119 East 25th Street, Los Angeles, CA 90058; the telephone number is (323) 870-7100; the FAX number is (213) 749-0272; and the e-mail address is moshe@ustow.com.

U.S. Tow currently meets all Federal, State and City requirements and there are no changes necessary or requirements unmet for us to operate the Franchise Tow Program for the City of Huntington Park. Our site is operative, our office functional, our required insurances in place and our economic viability and professional commitment unwavering. We would very much like to be selected to work with you. Thank you for your consideration of U.S. Tow for this contract.

FACILITY

U.S. Tow's facility is a point of great pride for its owner and management. Our facility consists of state-of-the-art construction and contains clean, well-organized, modern evidence hold, ancillary storage, dispatch and office space. It is situated on a fully concreted lot which is meticulously maintained. We pride ourselves on the image that is conveyed to the governmental agencies with which we are involved, the public that we serve and the surrounding community and this image is carefully monitored. Our location complies with all City of Los Angeles zoning requirements for a towing operation and auto park, with a zoning designation of M3-1, and no Conditional Use Permit is required. We believe that U.S. Tow sets the bar for the way in which a towing operation facility should appear.

Our property contains 174,240 square feet (4.0 acres) with aluminum and steel fencing which is eight feet in height and is topped with concertina wire. The yard has concrete flooring and contains capacity for 750 vehicles. Because of this large capacity, we are able to store impounded vehicles for as long as is deemed necessary by the Police agency involved. The yard is very well lighted and there are 50 cameras providing 24-hour video surveillance (*archived for a minimum of 90 days*). Our storage yard is immediately adjacent to our business office and is attended at all times by our staff members. U.S. Tow has personnel on-site 24 hours per day 365 days per year and we are open to the public between 7:00a.m and 7:00p.m seven days per week 365 days per year. We are also always available to accommodate special City events.

Our property has been leased to U.S. Tow on a long-term basis. The initial lease term is for five years and runs from September, 2013 to September, 2018. Following that period, we have two options of five years each, with the lease ultimately terminating in 2028. The size, age, condition, accident history, safety, upkeep

and state of the art character of the proposer's vehicle fleet and related equipment; the proposer's program for conducting routine vehicle and equipment safety inspections; and the proposer's degree of readiness to deploy such vehicles and equipment in satisfaction of the Towing Services Agreement as of the date of the award.

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

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

Responses to Questions Posed in Section C

Criminal or other illegal conduct

We have no history of (i) criminal or other illegal conduct or illegal business practices; (ii) unethical and/or predatory business practices. We have no history of (iii) poor, nonresponsive and/or discourteous customer service as to the public agencies served or as to the persons whose vehicles have been towed within the past five (5) years. Like any other towing, we receive complaints and they have been investigated by the Police Commission and to the best of our knowledge, they have all been deemed unfounded.

Screening tow truck drivers for criminal conduct

At U.S. Tow we believe that our employee associates are our most important asset. We have put maximum effort into hiring employees that are highly skilled and dedicated to service. We have been successful in hiring a dedicated team of individuals who are focused on providing a safe and reliable service while being able to work in an enjoyable environment. We believe that the quality of our employees is the key to our continued success. With that in mind, we will continue to carefully select and train our employees to provide the highest quality OPG and related service to our customers.

U.S. Tow uses the industry best standards in terms of our hiring practices. All advertising for a position All applicants are reviewed and interviewed after completion of a Department of Justice level background check. This check will include a review of DMV records. Prospective employees must submit to drug screening. We only employ random drug and alcohol testing after an employee is hired if we suspect an issue. We also call references to uncover any issues, including alcohol abuse and controlled substance use. All of these materials are reviewed by a division of the Los Angeles Police Commission for a final determination to receive a Tow Unit Operators Permit. Once the perspective employee has received a temporary permit from the Police Commission they must review our company employee manual before employment, sign on the signature page and return it. Because we cross train all employees to drive our tow trucks we require that all perspective employees follow the same rigorous application process that actual drivers do!

Driver recruitment and training policies

When openings occur, we carefully select and train our employees to provide the highest quality OPG service. Before hiring employees, we ensure that they have a Department of Motor Vehicles record that is free of any history of moving violations; a current driver's license issued by the State of California. In our pre-screening process, we look at their background in order to see if they will qualify for a LAPD permit for Tow Drivers and will be able to pass a police background examination conducted. Qualifications for Office Personnel: Each office employee must possess good to excellent reading and writing skills, a pleasant and professional demeanor, knowledge of OPG Rules, the ability to take directions from law enforcement personnel, good verbal communication skills, and the ability to perform under stressful circumstances. We devote a substantial time and effort toward developing thorough hiring and training practices. Indeed, our hiring procedures formally evaluate candidates based upon criteria developed specifically for each position in the company.

All of our operators have a record with the Department of Motor Vehicles that is free of any history of moving violations; and some of our drivers have current heavy duty licenses issued by the State of California; an LAPD permit for Tow Drivers; and satisfactory results from a police background examination. We participate in the DMV pull program to monitor all drivers' records

All Tow Operators must train for a minimum of 3 weeks with an instructor. Training for all Tow Operators includes instruction and proficiency in road safety. In addition, U.S. Tow employees must undergo general safety & hazard training, as well as anti-harassment and prevention training. In addition, we teach our employees to provide courteous, honest and ethical services to persons whose vehicles have been impounded.

U.S. Tow has through the years of its operation developed strong training processes for every one of our staff persons. We consider these to be the core of our association law enforcement as well as our private clients. We continuously leave no detail of our employee training to chance, making every effort to provide our staff with training that is comprehensive and meaningful. As a result, we are able to keep customer complaints to a minimum.

We will also notify the City of any driver no longer employed by us as well as the identity of any driver whose license is suspended. Our training procedures are in writing and a copy will be provided to the Huntington Park Police Department. U.S. Tow, Inc. also is a member in good standing of the California Department of Motor Vehicles Pull Program.

Default or breach

We have not been in default or breach under any similar towing and secure storage services with any other public agency within the past five (5) years.

California Vehicle Code

All of our personnel have knowledge and familiarity the California Vehicle Code related to towing. The staff and management of U.S. Tow, Inc. have many combined years of experience with various types towing equipment. This experience has resulted in the knowledge that deploying the correct equipment is critical to the efficiency and success of Official Police Tow operation. All of our tow equipment is equipped as provided in the California Vehicle Code. Central to our business model is a reverence for the law -- civil and vehicle codes, regulatory and contract compliance. As a current OPG, we are used to unannounced Police inspections, and regular reviews and audits. Adherence to all regulatory requirements is our hallmark of operation.

Impound policies and practices

We have impound policies and practices and strategies in place to facilitate the speedy and cost-effective return of vehicles to persons whose vehicles have been impounded so as to minimize the accrual of costly impound fees. The process starts at dispatch. U.S. Tow, Inc. utilizes an efficient dispatch system which features three components proper tools, adequate staffing and management oversight. Our use of vehicle tracking and computerized dispatch is integrated to maintain the highest level of service. Our system includes time stamping of all requests received as well as notation of the exact time the request is assigned to a tow unit, the time the tow unit arrives at the scene of the request and the time that the tow unit returns to the U.S. Tow facility. Our system also assigns a number to each tow request for tracking purposes. Our dispatch terminals are dedicated to the function of dispatch only. Our radio communications equipment sends and receives Police tow requests between dispatch and the tow units on a "first priority" basis. Our computer programs along with our policies and procedures improve efficiency by expediting vehicle processing and the return of vehicles to their owners.

Financial strength

As stated above, Moshe Ben Dayan purchased U.S. Tow, Inc. in 2013. Mr. Ben Dayan came to purchase with a strong understanding of the highly regulated and complex operations of an Official Police Garage/Police Tow. Since his purchase of U.S. Tow, Mr. Ben Dayan has improved the already strong operations and level of service of U.S. Tow's Newton Division OPG. He founded and has owned and operated this company since 1989 and it has been his full-time and only business involvement until his purchase of U.S. Tow.

Our confidential financial information is **not** for Public disclosure. In accordance with California Public Records Act, U.S. Tow requests that the financial information marked confidential in the appendix **be exempt from disclosure**. We will indemnify the City and its officers, employees, and agents, and hold them harmless from any claim or liability and will defend any action brought against them for your refusal to disclose our proprietary financial information to any person making a request therefore. Government Code 6254(n) provides an exemption for records, the disclosure of which is exempted or prohibited pursuant to Federal or State law.

Record of performance

As you evaluate us, we want you to understand that we at U.S. Tow will work very hard every day to provide the very best service to the City of Huntington Park, the members of Huntington Park's Police Department and the customers of our firm. Moshe Ben Dayan has had a sterling record of performance at his Classic Tow, Inc. dba Tip Top Tow Service for 25 years as his references and contracts will attest. We bring to this submission our extensive past OPG experience, Mr. Ben Dayan's expertise and the professional qualifications and dedication of our staff. We do not require a site -we have one. We do not require a functioning office with all of the latest computer and security equipment; we have it. We do not require tow equipment; we have the best. We understand that the Request for Proposal for the letting of the Franchise Tow Fee Program contract is competitive, but we ask that you consider our past experience with many law enforcement agencies, our long- term operation and staying power, our relationship with the community and our commitment to strong performance at all times and in all circumstances.

U.S. Tow has demonstrated its ability to successfully operate a regulated and complex business while serving various agencies as their OPG. We have a proven track record that demonstrates our integrity, accountability, and reverence for the law with high compliance standards. U.S. Tow's comparable

experience is vast in the areas of municipality towing and storage including vehicles held for evidentiary purposes, and lien sales and disposition of vehicles. We highlight our experience in the areas of Lien Sales, Towing, Response Times, Storage, Evidentiary (Investigative) Holds, Special Events and Remittances.

We proudly stand on our record of contract compliance with the City of Los Angeles as an OPG. Central to our business model is a reverence for the law -- civil and vehicle codes, regulatory and contract compliance. Please contact the Commission Investigation Division, Los Angeles Police Commission at (213) 996-1230 for information regarding our history of contract compliance with the City of Los Angeles, its departments and agencies.

Business plan and strategy for satisfying the performance requirements

Our philosophy is to make ourselves as valuable to the City Huntington Park as they are to us, and this belief carries over into the goals we set. We implement our philosophy by having in place control measures and oversight while executing the responsibilities of an OPG including: towing and storage services, safeguarding evidentiary holds, and executing precise lien sale and disposition procedures. We strive to:

- Exceed the minimum requirements for OPGs;
- Functions as a team and is accountable to our customers, employees, and the community;
- Provides ongoing and innovative training for our staff;
- Commits to continuously improve the quality and efficiency of the services we provide;
- Respects and values diversity; and we value people and our relationships as our most important resource.

We believe the responsibilities of an Official Police Garage extend far beyond meeting the City's towing and storage requirements for impounded vehicles. It is our philosophy and practice to work within the community to improve the quality of life in our neighborhoods. From the careful design and layout of our storage facilities, to the care and maintenance of our truck fleet, to the staffing and training programs of our employees, to the detailed operating procedures, we consistently seek to provide outstanding service to our customers on a daily basis.

We will respond on a first-priority basis to requests for standard-duty towing services initiated by the City. Our responsibilities include, but are not limited to, the removal of illegally parked standard-duty vehicles, vehicles that are disabled as a result of traffic accidents, and vehicle code violations or occurrences which may necessitate the impoundment, removal and storage of said vehicle. We are committed to adhering and enforcing regulatory standards and procedures of the City.

U.S. Tow's facility is a point of great pride for its owner and management. Our facility consists of state-of-the-art construction and contains clean, well-organized, modern evidence hold, ancillary storage, dispatch and office space. It is situated on a fully concreted lot which is meticulously maintained. We pride ourselves on the image that is conveyed to the governmental agencies with which we are involved, the public that we serve and the surrounding community and this image is carefully monitored. Our location complies with all zoning requirements for a towing operation and auto park, with a zoning designation of M3-1, and no Conditional Use Permit is required. We believe that U.S. Tow sets the bar for the way in which a towing operation facility should appear.

As detailed in our executive Summary, our property contains 174,240 square feet (4.0 acres) with aluminum and steel fencing which is eight feet in height and is topped with concertina wire. Because of this large capacity, we are able to store impounded vehicles for as long as is deemed necessary by the Police agency

involved. The yard is very well lighted and there are 50 cameras providing 24-hour video surveillance (archived for a minimum of 90 days). Our administrative facility contains approximately 12,600 total square feet of building area and houses four separate personnel offices, dispatch, accounting, a filing room for auction records and other files, a lien sale area, an IT area, a classroom/break room for company and community use, an Evidence Hold Area and ancillary storage space.

This evidence hold area is 2,600-square-foot secure area has 24-hour surveillance and limited access with specific rules for entering and exiting. It is equipped with two roll-up doors for unobstructed access and has a capacity of 10 vehicles. There is an additional secondary evidence hold area which is protected by one metal roll-up door and a bullet proof ballistic glass pedestrian door as well as an evidence property room. Our evidence hold area has a specifically designated inspection area which is accessible only to designated U.S. Tow personnel and Police officials. Our facility has an indoor workshop for the storage of heavy equipment. Our facility additionally contains one four-post hydraulic lift, two air compressors, three propane forklifts, one tire changing machine and one digital scope camera.

The staff and management of U.S. Tow, Inc. have many combined years of experience with various types tow equipment. This experience has resulted in the knowledge that deploying the correct equipment is critical to the efficiency and success of Official Police Tow operation. All of our tow equipment is equipped as provided in the California Vehicle Code.

Another very important element for our operation is that our tow drivers have the best and most appropriate equipment to complete tasks in a damage free and expeditious manner. The area in which we are located has a diverse impound environment. Vehicles often are stripped of major components such as wheels, engines and body panels and sometimes are burned and/or wrecked. At the other end of the spectrum, we handle custom and high value vehicles. Our equipment, including flatbeds and wheel-lift/standard duty trucks as well as heavy duty equipment including trucks and a trailer, is engineered to accommodate these diverse situations in a timely and efficient manner.

Our wheel-lift/standard duty trucks have been engineered and manufactured to be efficient and fast, thereby providing for the immediate removal of vehicles from major thoroughfares. With these trucks, peak hour tow away zones can be cleared expeditiously to relieve traffic congestion and provide the public with clear paths to their destinations during heavy traffic periods while allowing City personnel to respond to other duties without unnecessary delays. With the utilization of experienced and trained personnel, an impounded vehicle can be removed in just minutes by a wheel-lift/standard duty truck. Wheel-lifts additionally provide damage free towing by lifting vehicles by only their tires. Body panels, front ends, bumpers and undercarriages are not touched by the towing unit, thereby ensuring damage free handling towed vehicles. Wheel-lift/standard duty trucks also allow efficient towing from parking garages and towing from off-road areas.

Our flatbed carriers have been selected to provide efficient and damage free vehicle removal and transport. Vehicles with extensive damage, missing wheels or which are heavily burned are suited for removal by flatbed. Flatbeds also are well suited to hybrid, electric, exotic and custom vehicles. In addition, bulk items such as cargo from damaged vehicles, large or heavy vehicle components from "chop shops," motorcycles or stolen vehicles can be safely loaded onto flatbeds to provide damage free transport with minimal loading time. Flatbed carriers also provide the capability to transport two vehicles at the same time, thus allowing us to respond quickly and efficiently when requests for service are made in proximate geographic locations or when requests are made in a narrow time frame. Our choice of Kenworth and Hino chassis is based upon their capability to handle two vehicles at once and/or to transport heavy and/or oddly shaped cargo safely.

Our heavy duty trucks, with their adjustable booms and five-ton lifting capacity, and our heavy duty trailer are available for the heaviest requirements, including the towing of large and oversized vehicles, and again attest to our well- rounded, complete towing capability.

Our drivers are highly trained to operate all of our tow units. In particular, flatbed units require highly skilled drivers with a thorough knowledge of the machinery involved. They also are trained to unlock locked vehicles, a frequent request from our Police clients. Our staff is trained to operate units with the priority of safety to themselves and to the public they serve. Continuing education enhances their knowledge base and ability to perform the tasks involved. If selected to be the Official Police Tow for the City of Huntington Park Police Department, we will immediately file with the Department the name, address, date of birth, driver's license number and all other information required relative to each of our drivers.

We will also notify the Department of any driver no longer employed by us as well as the identity of any driver whose license is suspended. Our training procedures are in writing and a copy will be provided to the Huntington Park Police Department. U.S. Tow, Inc. also is a member in good standing of the California Department of Motor Vehicles Pull Program.

Within our facility, the use of forklifts with special attachments provide efficient and damage free vehicle movement and/or vehicle release. Our forklifts are powered by liquid propane, providing low emission levels and reduced carbon monoxide release.

U.S. Tow constantly monitors trends in tow equipment, vehicle impounds and safety practices. It is through this due diligence that we are able to provide our clients and the motoring public with the highest level of safety and service. U.S. Tow has a total of 11 tow units, including three wheel-lifts, five flatbeds, two wreckers and one tractor. We also have one trailer. In addition, U.S. Tow has access to the 23 trucks of Tip Top Tow Service in case of a large emergency operation or a disaster operation. A listing of the tow units of U.S. Tow is provided on the following page.

U.S. Tow, Inc. uses Kenwood hardware for its two-way radio system. The system employs mountain-top repeaters to maximize coverage area and provide reliable, quality communication, thus enabling instant access to our fleet and personnel. Our two-way radio communication equipment also sends and receives Police tow requests between dispatch and our tow units on a first priority basis. Through its use, all of our clients benefit from faster service, increased efficiency, quick schedule or task changing and higher productivity.

U.S. Tow, Inc. utilizes an efficient dispatch system which features three components proper tools, adequate staffing and management oversight. Our use of vehicle tracking and computerized dispatch is integrated to maintain the highest level of service. Our system includes time stamping of all requests received as well as notation of the exact time the request is assigned to a tow unit, the time the tow unit arrives at the scene of the request and the time that the tow unit returns to the U.S. Tow facility. Our system also assigns a number to each tow request for tracking purposes. Our dispatch terminals are dedicated to the function of dispatch only. Our radio communications equipment sends and receives Police tow requests between dispatch and the tow units on a "first priority" basis.

The dispatchers of U.S. Tow are trained in the effective use of radio equipment in order to maximize efficiency. The dispatch office is equipped with a telephone system capable of receiving tow requests on a "first priority" basis and dedicated telephone lines ensure "first priority" to "Police" calls. Dispatch is a

dedicated function on a 24-hour per day, seven-day per week, 365-day per year basis. Dispatchers are available to release vehicles seven days per week between 7 a.m. and 7 p.m. and for a minimum period of four hours after any special event. Every member of our office staff is cross-trained in order to provide an excellent service standard in the execution of dispatch duties.

As part of our business plan, it is important that we provide the City with an overview of our Lien Sale Experience. U.S. Tow, Inc. files for vehicle liens following California Civil Code Sections 3068.1, 3071, 3072 and 3074. Ultimately, not all liens started end in disposal through public auction. Many vehicles are redeemed by registered owners, legal owners or authorized interested parties, thus accomplishing the intended purpose of notification followed by redemption. In the event that a vehicle is not redeemed, a sale is conducted to satisfy the outstanding lien and avoid the stockpiling of vehicles. Vehicle disposal through public auction has been performed for more than 10 years by U.S. Tow and more than 20 years by Moshe Ben Dayan via other towing operations that he owns and operates. U.S. Tow sells vehicles in a fair and impartial manner to the highest bidder. Our sale list is posted in public view at our facility a minimum of 10 days prior to the sale date, and vehicles are available for inspection one-and one-half hours prior to the sale time on the sale date. We continually strive to improve levels of customer service to members of the public who attend our weekly auto auctions. U.S. Tow is bound by California Civil Codes relating to the disposal of impounded vehicles. U.S. Tow also stringently follows the fee structure outlined in the California Civil Codes that pertain to the processing of vehicle liens. If selected to be the Official Police Tow for the City of Huntington Park Police Department, U.S. Tow will supply a list of vehicles on a monthly basis that we intend to lien sale prior to actual sale for approval by the Department. We will additionally review any other elements of our lien sale operation requested by the Department.

U.S. Tow takes extreme pride in its exceptional customer service. The impound process is by its very nature a stress producing experience and we attempt in every possible way to expedite the process and make it as comfortable as possible. Registered owners redeeming vehicles can expect to deal with employees who are well trained, courteous and professional and with a facility which is clean, modern and secure and which provides them with comfort in the event that they need to wait for appropriate paperwork, acceptable form of payment or a towing service for a disabled vehicle in order to complete the release process. U.S. Tow completely understands the responsibility for the proper release of vehicles to parties who have a legal right to take possession and we take all necessary precautions through established procedures throughout the release process. Our personnel are trained to verify that a proper release has been issued by us or by the relevant governmental impounding agency prior to the release of vehicles that have either a statutory or evidence hold. A dedicated computer system is available to check the "scofflaw" status of vehicles prior to their release. Personal property is released to identified, authorized persons and is inventoried and notated on the vehicle record. Our staff also is trained to answer general questions regarding the disposition of vehicles and lien sale auction information. Computer equipment with access to our vehicle inventory software is available to handle high-volume release situations.

U.S. Tow understands the importance of support of and involvement in the local community. Even though we are physically located in an industrialized portion of the City of Los Angeles, we are well aware that there is a significant community of residents surrounding our site. As such, it has been our continuing philosophy of operation to identify and support portions of the community and community projects in need of financial sponsorship and the donation of other assets. We additionally have a well-appointed classroom/break room at our facility which we offer for community use.

The administrative staff of U.S. Tow, Inc. is carefully trained and is knowledgeable in the following areas related to company operations: computer software; dispatch; impound reporting; vehicle release

procedures; vehicle property removal procedures; statutory hold vehicle release procedures; evidence/criminalistic hold vehicle procedures; lien sale procedures and fees; two-way radio use; telephone system and customer service techniques and procedures; criminal activity reporting; and the prioritization of calls for service. The administrative staff of U.S. Tow also receive continuous training in such aspects of company operations as dealing with hostile people and developing solutions to hostile situations; making effective decisions and implementing those decisions; understanding and adapting to the diverse ethnicities and cultures of customers; and establishing empathy for customers.

The tow driver staff of U.S. Tow, Inc. is carefully trained and is knowledgeable in the following areas related to its work: highway safety; towing techniques; rollover and recovery techniques; laws pertaining to operation of tow trucks; customer service; automotive lockouts; and tow truck maintenance. Our tow truck drivers also receive continuous training in the following areas: computer software; impound report reading and understanding; vehicle codes; care and custody of vehicles; forklift operation; vehicle release procedures; vehicle property removal procedures; vehicle inspection procedures; verification of proper release of evidence hold vehicles; verification of proper release of statutory hold vehicles; proper handling of evidence/criminalistic hold vehicles; proper placement and spacing of vehicles; criminal activity reporting; vehicle identification (license plate and VIN); prevention of heat stress, dehydration, exhaustion, stroke and related problems; battery safety; prevention of blood borne pathogens; fire extinguisher use; back injury prevention; and eye protection. All drivers must hold and maintain Level Certification from the California Tow Truck Association.

The successful operation of a tow business is complex, with many areas of responsibility. We are responsible 24 hours per day 365 days per year for dealing with the vehicles and personal possessions of many people, some of whom are angry about having been towed in the first place, distraught over damage to their vehicle or who are dealing with the consequences of having a family member or friend injured in an automobile accident.

We are responsible 24 hours per day 365 days per year for dealing with law enforcement and the complexities of evidentiary holds, constantly being attentive to the issues involved in the potential contamination of important evidence. We are responsible for conducting lien sales with careful attention to the legalities of this procedure such that we do not err either on our own part or for the interests of the customer. We are responsible to our employees for the creation of a work environment that is comfortable, clean and conducive to minimizing the stress of a business which requires proficiency in taking calls, dispatching drivers accurately and quickly and performing tow services in an efficient, orderly and courteous manner. We are responsible to the many vendors with whom we do business including insurance providers and equipment and parts providers and we must be vigilant at all times regarding the licenses and permits that we hold. And, we are responsible to the community to maintain a top-notch facility which is environmentally conscious with minimal noise and pollution and to participate in community events and sponsorships.

The computer system utilized by U.S. Tow is the Impound Management System/Information Management System (IMS). It is used for both dispatch and accounting. The program utilizes functions which provide dispatch, vehicle inventory search, property removal with receipt, inspection of a vehicle with receipt, evidentiary hold area search and auditing, lien processing including the removal of likened vehicles, VIN verification of make and model, cash on delivery options and private property impound tracking.

The Investigative Hold Area's storage capacity is capable of holding more than the minimum of two (2) vehicles at any one time. Our goals are to uphold the integrity of the Investigative Hold Area and take all reasonable precautions to maintain the chain of custody and avoid damaging any evidence such as fingerprints, fibers or stains by adhering to stringent procedures for the Investigative Hold Area, and to support the evidentiary hold process with computerized documentation and a database history.

- IMS program to track the processing and access of all personnel entering the Investigative Hold Area.
- Vehicles are logged into the IMS and the following information is recorded: date; time in; employee accessing the Investigative Hold Area to drop a vehicle and/or other reason for accessing the area; the employee authorizing access to the Investigative Hold Area; and the time the employee exited and secured the area.
- A log of the date, time in and time out, name and serial number of Los Angeles Police Department or other agency personnel investigating vehicle, and the reason and/or purpose (e.g. fingerprints, fibers, stains photographs, evidence collection) for accessing the Investigative Hold Area are recorded via the IMS. In addition, all personnel accessing the Investigative Hold Area are required to sign the log.
- The IMS database provides a chronicle of all the activity for the Investigative Hold Area. Upon request, this information is forwarded to Hollywood Area Detective III for accuracy, inventory control, and accountability.

Not all employees are granted access to sensitive information contained in the tow program. Only management and ownership can access all records pertaining to any particular vehicle. Any changes made in the computer record concerning a vehicle are tracked through an exception report. The exception report is checked every morning by management to ensure that no unauthorized changes have been made to any computer record. The programs also have a fleet function by which U.S. Tow can maintain fleet data as well as an accounting function for maintenance of accounts payable and accounts receivable. IMS also has reporting functions that allow us to keep daily, weekly and monthly internal reports.

Our accounting department additionally uses QuickBooks to maintain checks and balances system for all accounts. QuickBooks provides U.S. Tow with a controlled method by which to track accounts, print statements and maintain a ledger for monies that flow in and out of the company. QuickBooks Pro is used to pay bills, record payroll, reconcile cash and keep track of vendor and employee ledgers and advances.

A daily back-up of our computer system is completed and stored at a remote location. An outside firm monitors this back-up on a daily basis. We additionally have software support readily available for our tow program. All files are backed up several times per day and we have a working generator in case of a significant power failure.

Our computer system, software and tow program are set up to generate franchise fees (which are placed in a separate account) and impound information and the safeguards are in place to monitor these functions at all times. If U.S. Tow is selected by the City of Huntington Park Police Department to be its Official Police Tow, Police personnel will be assigned a user name and password which will allow them access to this system on a 24/7 basis. As such, Police personnel will be able to electronically view all documents as well as to scan and print the documents and thereby have a physical copy.

Our dispatch, tow lot management, impounds and franchise fee software has a long history of use within U.S. Tow. Our hardware has been carefully selected to provide both reliability and ease of use. Computer work stations, servers, telecommunications and video surveillance (the Kantech System) have been chosen and implemented to provide the highest levels of security, accuracy, accountability and service.

We have the total storage capability for more than fifty (50) vehicles in our Secondary Storage Facility.

We have controls and procedures in place to ensure that all vehicles received at our facility are properly identified, monitored, secured, and disposed of in accordance with the law.

We have trained all personnel regarding the handling of unattached personal property. Our employees understand that “unattached personal property may be removed for safekeeping by garage employees” To safeguard all vehicles and their contents, we follow LAPD guidelines and remove unattached personal property including valuables such as iPods, laptop computers, etc.

- At the time of impound, if the vehicle is unlocked, use a clear and serialized property bag to remove unattached personal property in full view of the impounding officer. Write on the bag, in the space provided, the contents recovered and seal the bag. The impounding officer is not required to sign the bag.
- Transport the vehicle and property bag back to the Primary Storage Facility, and photocopy the bag with the writing on it. Have a manager or dispatcher verify the contents of the bag and attach the photocopy of the contents to the 180.
- Enter notation in the IMS and in the ‘other’ section of the VIIC that unattached personal property was removed and bagged for safekeeping; include the property bag number in the notes.
- Place the sealed property bag in a secure locker/space in the Property Room which can only be accessed by those that have the authority or a right to access the property.
- All property put in the locker and/or released must be logged into the IMS and VIIC.
- On a daily basis, the manager audits the log to ensure that the property in the locker matches the current log. When the property is released to the vehicle owner and/or interested party, the property bag must be signed by the person redeeming the property and a photocopy must be scanned into LaserFiche.
- The property must be removed from the property bag and given to the person picking up the property. We retain the property bag for a period of 10 days and then the manager on duty shall destroy the bag after it is copied. It is critical that the property bag be opened and the contents given to the person so that any dispute about missing property can be handled immediately.
- Property Bags are a controlled item and issued to drivers by the dispatcher, and the bag numbers are logged.
- Follow current procedures to notify the properly interested person that their vehicle has been impounded. At the time the lien sale process is started, send information in writing to the registered owner(s) notifying that personal property was in the impounded vehicle, and the hours of operation.
- If there is a need to access a locked/secured vehicle prior to the lien sale, then the manager must accompany the employee as they remove and secure all unattached personal property.
- The property removal should take place in an area with video surveillance. Follow the steps above. If a vehicle is sold at auction and property has been booked, the lien sale buyer is entitled to that property and we follow the same procedures as that of a vehicle owner or interested party retrieving their property.

As you evaluate us, we want you to understand that we at U.S. Tow will work very hard every day to provide the very best service to the City of Huntington Park. Moshe Ben Dayan has had a sterling record of performance at his Classic Tow, Inc. dba Tip Top Tow Service for 25 years as his references and contracts will attest. We bring to this submission our extensive past OPG experience, Mr. Ben Dayan's expertise and the professional qualifications and dedication of our staff. We do not require a site -we have one. As our business plan and strategy for satisfying the performance requirements experience demonstrates, our extensive understanding of municipal impounding, towing, storage, evidentiary holds and lien sales.

Baseline Requirements

Our proposal does **not** deviate from the baseline requirements and conditions set forth under this RFP.

CHP Agreement

We are a party and signatory to a Tow Service Agreement with the State of California, Department of California Highway Patrol ("CHP Agreement") which authorizes our participation in the CHP Rotation Tow Program; and we are a party and signatory to provide towing and storage services to the California Highway Patrol ("CHP") for a tow district, as defined therein, that includes the territorial boundaries of the City of Huntington Park. CHP Agreements authorizing towing and storage services for tow districts that do not include the City of Huntington Park will not satisfy the requirements of this section. We have a current and active Agreement with the State of California, Department of California Highway Patrol (CHP) within the County of Los Angeles.

Each proposal must also include true and accurate documentation showing the complete and most up-to-date schedule of tow rates, storage rates and other charges authorized by the CHP pursuant to the CHP Agreement which apply to the tow district that includes the territorial boundaries of the City of Huntington Park. If we are awarded a contract, we agree not to charge persons whose vehicles have been referred by the City under the agreement with the City any towing or storage fees or charges or any other fees or charges that have not been expressly approved by the CHP under the CHP Agreement. We agree not impose such fees or charges at rates or in amounts that exceed those expressly approved by the CHP pursuant to the proposer's CHP Agreement. If we are awarded the contract, we will provide the City with documentary proof that all fees and charges or all increase fees or charges have been approved by the CHP.

Projected response time to calls for service

Our facility is only located 3.2 miles from City Hall in Huntington Park, thereby providing us with immediate access to Huntington Park. We believe that our average response time will be less than ten minutes and our maximum response times will be no more than 20 minutes. We will always (as our track record for other agencies proves) maintain sufficient personnel and equipment to provide for a maximum response time of twenty (20) minutes, except as otherwise provided in the RFP.

One way we accomplish this is that use two-way Motorola radios with neo-ConneX web-based real time GPS tracking software in our truck fleet. The GPS tracking software gives us the ability to remotely track and monitor the driving behavior of our tow unit operators by periodically reviewing driving patterns including speeding events and routes taken to requests for impounds. Dispatchers can view the tow unit's current location and determine which tow unit is closest to a request for service, thus improving our response times and adding to fuel efficiency and savings. In addition, the GPS tracking software affords us the ability to capture historical whereabouts features that capture the tow unit operator's speed, location and GPS coordinates at pre-determined intervals. This playback feature allows us to investigate driving complaints initiated by the public or law enforcement and aids in employee performance reviews.

If selected to become the Franchise Tow Contractor for the City, we would view ourselves as having a specific contractual obligation to the City and it is twofold: (1) every single day of the year and every single hour of each of those days we must provide an organized, timely response to the officers of the Huntington Park Police Department to pick up and tow vehicles and there can be no lapse in this performance; and (2) at the time that a vehicle is released to its owner, we must provide careful, courteous, empathetic service throughout the release. Dispatchers are available to release vehicles seven days per week between 7 a.m. and 7 p.m. and for a minimum period of four hours after any special event. Every member of our office staff is cross-trained in order to provide an excellent service standard in the execution of dispatch duties.

The successful operation of a tow business is complex, with many areas of responsibility. We are responsible 24 hours per day 365 days per year for dealing with the vehicles and personal possessions of many people, some of whom are angry about having been towed in the first place, distraught over damage to their vehicle or who are dealing with the consequences of having a family member or friend injured in an automobile accident. With this knowledge and experience, we know that our response times will meet or exceed the contract requirements at any time during the day or night. We will also be able to provide immediate response whenever requested to respond to the scene where a child is locked in a car or other emergency of such type.

Reports to Be Made to City

The future of towing management is happening today at U.S. Tow, Inc. with our Vehicle Impound Information Center (VIIC). Our VIIC features were developed by us with the help of law enforcement and have been customized to meet the needs of our customers. The system is not an off-of-the-shelf product; rather it is a system designed to assist us and our law enforcement clients to oversee towing and impound operations while providing accountability and oversight. The web-based system, which provides information regarding impounded vehicles, has been primarily designed to be used by municipalities, but also contains a free public search element designed for use by the general public.

Not only can we provide the HPPD on the fifteenth (15th) day of each month with a written list of all vehicles removed or impounded during the past month pursuant to the agreement, we can give the HPPD or authorized City personnel 24-hour secure access to a propriety data base to quickly and accurately track vehicles, thus ensuring the proper collection of fees for towed and impounded vehicles. Through secured Internet access <http://www.opglaviic.com> or by stand-alone computers located within authorized law enforcement facilities, users can obtain immediate access to information pertaining to impounded vehicles 24 hours per day 7 days per week. This information consists of several components including vehicle inventories by vehicle make, license plate, VIN and original location of the impound. We can easily provide immediate reports with vehicle make, license and motor number, and Police report number.

As part of our contract, we will be able to including an inventory of all personal property contained within each impounded vehicle. We will provide at the same time, a list of all vehicles currently on our premises that were removed from a traffic accident site handled by the HPPD.

The VIIC system provides our law enforcement customers with real-time reconciliation and auditing of remitted fees through a computer system that cannot be altered. This system provides very readable PDF reports or reports that can be downloaded into a CSV file for the Department's use in daily oversight. VIIC system features include:

- Detailed monthly activity reports which show all impound and storage activity;

- Vehicle reports which show vehicle date in and date out;
- Vehicles by "hold" status;
- Gross revenue remittance reports; and
- Vehicle release fee remittance reports.

Although the information available to law enforcement agencies is more comprehensive than that available to the general public, the VIIC system also provides the public with valuable real-time information which facilitates the location of impounded vehicles. With the VIIC system, the public can determine the location of vehicles through Internet access. Required search information includes the license plate number and VIN. Once the vehicle is located, the VIIC system provides the U.S. Tow name and address, directions to our facility, release hours, fees incurred and a simple matrix by which fees can be calculated. If selected to be the Official Police Tow for the City, U.S. Tow will submit a monthly report to the Chief of Police and Finance Director which, as per the City requirement, includes the following:

- Total Police Impounds.
- Number of times dispatched by the Police Department.
- Number of calls resulting in impounds.
- Number of vehicles sold on lien sale under authority of Section 3072 Civil Code and reporting said lien sales as per authority of Section 22705 CVC.
- Number of vehicles sold under authority of Section 3073 Civil Code.
- Names and addresses of buyers and description of vehicles when sold.
- Number of calls answered in which time beyond one hour was required.

U.S. Tow, Inc. has 10 years of experience as an OPG for the City of Los Angeles Police Department and thus of dealing with vehicles and vehicle-related components that are on "hold" for evidence or require processing by a crime lab unit. Moshe Ben Dayan, the owner of U.S. Tow, has 25 years of experience in the handling of evidentiary holds and maintaining the integrity of the "chain of custody" in conjunction with his other public agency towing operations through his firm Classic Tow, Inc. dba Tip Top Tow Service. All of our personnel are acutely aware of the importance of handling vehicles with evidence holds. A set of specific steps are consistently employed in order to ensure that vehicles are not mishandled and that the "chain of custody" is maintained at all times. All of our personnel receive training on how to deal with vehicles from the moment a call is generated until the final disposition of the vehicle occurs.

- Dispatchers advise drivers of a request for service for a vehicle that requires special handling due to evidence or criminal lab processing.
- Drivers request from the impounding officer or the officer in charge at the scene of the impound whether any special handling is required so as not to touch surfaces of a vehicle, not to enter a vehicle, not to disturb possible material under or on a vehicle or any other special requests dealing with the handling of the vehicle.
- Once evidence hold vehicles arrive at the storage yard, drivers sign the Evidence Log Book noting the time, date, year, make, model, color, VIN, license and names of any persons who will enter the Evidence Hold Area in conjunction with the vehicle.
- Following placement of a vehicle or components of a vehicle within the Evidence Hold Area and the securing of the Hold Area, drivers return to the office to notate the date and time of completion of the vehicle and/or vehicle components placement.
- Drivers receive instruction on the handling of vehicles utilizing our equipment so that the vehicle

can be transported without disturbing fingerprints and/or other physical evidence contained on or inside it.

As vehicles arrive at our location, they are entered into our vehicle inventory database and the Evidence Log Book. In order to verify the time of entry, U.S. Tow utilizes a time stamp along with the manual entry in the Evidence Log Book. Within the vehicle database, a special "hold" is placed and this creates a flag which must be specifically acknowledged prior to any change such as an authorized release by the agency placing the original hold on the vehicle. Often vehicles get released from "hold" status prior to the release of the vehicle to the owner or interested party. Vehicles that are released from a "hold" status prior to removal by the owner or interested party have specific notes entered in the vehicle database as well as the agency, name, ID, date and time that the vehicle's "hold" status was removed. Associated paperwork is additionally attached to the vehicle record (CHP180). Once the vehicle has had the "hold" released, it is removed from the Evidence Hold Area and placed in the general vehicle inventory.

U.S. Tow has a segregated, completely enclosed evidence warehouse with a storage capacity of a minimum of 10 evidentiary/criminalistics hold vehicles. U.S. Tow also maintains an area that can be converted to a temporary secure hold area in the event of a large scale crime involving many vehicles or bulk items. A minimum of six additional vehicles can be secured in this area. Evidence Hold Area entry is limited to OPG employees and concerned law enforcement officials and video surveillance is used to enhance the security of vehicles within the Evidence Hold Area. An electronic record of the person, time, date and duration of access is maintained. This is accomplished through entry system technology which features a magnetic lock system with unique entry key fob assigned only to management. The supplier of our entry control and electronic entry and exit recordkeeping is Kantech. The Kantech system features electronic recording and physical hardware that is secure and that provides access limited to management in order to ensure that the "chain of custody" is not compromised. All entries are also noted in the Evidence Log Book.

The elements of recording and recordkeeping of entry to our Evidence Hold Area allow management and law enforcement to validate all access. The area has large, clear posting prohibiting entry. The Evidence Hold Area features ample lighting to aid detectives and/or evidence technicians in the processing of vehicles. U.S. Tow also has a vehicle lift available on-site to aid investigators. Through all of these mechanisms, we ensure that only vehicles or vehicle parts that are held for evidence or criminalistic hold are stored within the Evidence Hold Area.

Resumes of principals, officers and key managerial personnel

Moshe Ben Dayan, President/CEO.

Moshe Ben Dayan is a true "pro" within the tow industry. His first involvement with the industry was in 1989 when he founded Tip Top Tow Service in Santa Monica with one truck. Since that start, he has built Tip Top Tow Service into a strong, successful corporation now known as Classic Tow, Inc., dba Tip Top Tow Service. Tip Top Tow Service has a facility in Santa Monica wholly owned by Mr. Ben Dayan, 19 trucks and 23 employees. Among numerous governmental and private affiliations are Official Police Tow contracts with the Cities of Santa Monica and Beverly Hills, Freeway Service Patrol contracts with the Los Angeles County Metropolitan Transportation Authority and service contracts with the Los Angeles County Sheriff's Department, the California Highway Patrol, the U.S. Postal Service and the Federal Bureau of Investigation.

Mr. Ben Dayan purchased U.S. Tow, Inc. in 2013 and through this entity is the Official Police Garage for the Newton Division of the Los Angeles Police Department. U.S. Tow additionally provides service to the

Los Angeles County Sheriff's Department and the California Highway Patrol among others. Mr. Ben Dayan's specific responsibilities at U.S. Tow include overall management of all operations including financial operations; company policy including contract procurement and compliance; project staffing; customer relations; community relations; and equipment/facility procurement and operations.

Mohammed Jaweed, CFO. Mohammed Jaweed has had a wealth of experience as Controller for several major companies. He is extremely skilled in financial, accounting and bookkeeping functions. With a more than 25-year background in financial reporting of all kinds, he brings to U.S. Tow the ability to review the daily activities of the Newton Division OPG including monitoring of vehicle release fees, gross receipts fees, collections and business license fees. He is additionally skilled in the monitoring of auditors and insurance companies to maintain our liability and Worker's Compensation insurances and to manage all internal and external payroll reporting. Mr. Jaweed worked as an external/outsource resource for Mr. Ben Dayan for more than 20 years prior to his employment at U.S. Tow.

Richard L. Kettering II, General Manager. Richard Kettering has been an employee of U.S. Tow, Inc. since 2009. As such, he is extremely knowledgeable regarding all of the operations of our business. Short of calling him a skilled 'jack of all trades,' it is certainly appropriate to note that his responsibilities are and have been significant and multidimensional. Mr. Kettering has management experience; he is knowledgeable with regard to all aspects of the OPG system; tow driver safety compliance; complaint/problem resolution for customers and Police agencies; employee relations including hiring and dismissal; lien sales auction operation (Mr. Kettering is the auctioneer) and paperwork; and security camera content review.

Stephanie McColgan, Assistant Manager. Ms. McColgan brings a unique background to U.S. Tow. She has worked with Moshe Ben Dayan since the start of Tip Top Tow Service in 1989 and, as such, is knowledgeable with respect to all aspects of the towing industry. At Tip Top Tow Service, she was responsible for the management of the banking/financial aspects of the day-to-day business; payroll computation; daily receipts computation; serving as a back-up dispatcher; resolution of difficult customer, staff and vendor issues; and community/public relations interface. At U.S. Tow, Ms. McColgan prepares lien sale auction paperwork and vehicle release paperwork. She is responsible for the banking activities of the firm as well as human resources/employee applications and other associated paperwork. Ms. McColgan also assists the General Manager with other overflow business matters associated with the company.

Municipalities/public agencies for whom similar services were provided over the past 5 years

- City of Los Angeles
- City of Santa Monica
- City of Beverly Hills
- Freeway Service Patrol/Los Angeles County Metropolitan Transportation Authority
- Los Angeles County Sheriff's Department
- California Highway Patrol
- U.S. Postal Service
- Federal Bureau of Investigation.
- California Highway Patrol

Towing Service Provider's Authorized Rates and Charges to Customers

| TOW RATES | | Towing Rates |
|---|--|---------------------|
| Standard Vehicle for the first hour or fraction thereof | | \$178.00 |
| Medium Duty Class B | | \$260.00 |
| Heavy Duty Class C | | \$345.00 |
| Forklifts 6000 lbs per hour | | \$125.00 |
| Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour | | \$89.00 |
| DAILY STORAGE RATES | | |
| Standard Vehicle | | \$55.00 |
| Trucks Over One Ton | | |
| -Trucks, Boats and trailers Under 30' | | \$55.00 |
| -Trucks, Boats and trailers 30' to 40' | | \$60.00 |
| -Trucks, Boats and trailers over 40' | | \$80.00 |
| Motorcycles | | \$10.00 |
| Major Component Parts | | \$8.00 |
| Bulk Items per Square Foot | | \$0.50 |
| MISCELLANEOUS RATES | | |
| Mileage Rate (<i>per mile</i>) | | \$7.00 |
| Removal of Stolen Component Parts | | \$89.00 |
| Removal of Bulk Items – Per Hour | | \$178.00 |

The first hour is no charge for stored/impounded

All city vehicles will be towed for free including roadside services for the City of Huntington park

U.S. Tow Inc. is open to negotiate the towing rates listed here as needed.

U.S. Tow, Inc. owns 11 tow units and one trailer, as follows:

| Unit | Type | Year | Make | Weight (lbs.) | VIN |
|------|------------|------|----------------|---------------|--------------------|
| 11 | Wheel-lift | 2009 | Dodge 5500 | 19,000 | 3D6WC76L69G555937 |
| 15 | Flatbed | 2010 | Hino 258 | 25,500 | 5PJ8JN8A4S50303 |
| 19 | Flatbed | 2005 | Kenworth T-300 | 26,000 | 2605M098216 |
| 22 | Wheel-lift | 2005 | Ford F-550 | 19,000 | 1FDAF56P55EB89089 |
| 26 | Flatbed | 2006 | Kenworth T-300 | 26,000 | 2676M154251 |
| 27 | Flatbed | 2006 | Kenworth T-300 | 26,000 | 26(56M154250 |
| 13 | Wheel-lift | 2013 | Chevy 3500HD | 15,000 | 1GB3CZC8JCDF160551 |
| 20 | Flatbed | 2015 | Peterbilt | 26,000 | 2NPNHM6JCOFM298418 |
| 25 | Wrecker | 2014 | Peterbilt | 54,000 | 1NPWL49JCOED187127 |
| 16 | Wrecker | 2015 | Kenworth | 35,000 | 2NKHHMZ(FM439593 |
| 80 | Tractor | 2007 | Freightliner | 80,000 | 1FUJA6CK47LJC17262 |
| 81 | Trailer | 2015 | Landoll | 97,000 | 1LH440 1F1021834 |

Appendix A – Confidential Financial Information

The following confidential financial information is **not** for Public disclosure. In accordance with California Public Records Act, U.S. Tow requests that the financial information marked confidential in the appendix **be exempt from disclosure**. We will indemnify the City and its officers, employees, and agents, and hold them harmless from any claim or liability and will defend any action brought against them for your refusal to disclose our proprietary financial information to any person making a request therefore. Government Code 6254(n) provides an exemption for records, the disclosure of which is exempted or prohibited pursuant to Federal or State law.

Appendix B – Rates

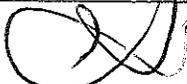
Below is a true and accurate documentation showing the complete and most up-to-date schedule of tow rates, storage rates and other charges authorized by the CHP pursuant to the CHP Agreement which apply to the tow district that includes the territorial boundaries of the City of Huntington Park.

Appendix C – Insurance

Below are copies of the required insurance documentation.

Official Police Tow Services - Request for Proposals
 June 9, 2016

HPPD TOW LISTING APPLICATION

| BUSINESS | | |
|--|------------------------------|---|
| 1. BUSINESS NAME AND MAILING ADDRESS | | TELEPHONE NUMBER(S) |
| U.S. Tow, Inc. 2119 East 25th Street Los Angeles, CA 90058 | | 2. DAY (323) 870-7100 |
| | | 3. NIGHT (323) 870-7100 |
| 4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE | | 5. AUTOMOBILE CLUB AFFILIATIONS |
| | | None |
| 6. DO YOU HAVE 24 HOURS A DAY SERVICE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | 7. YEARS IN THE TOWING BUSINESS 33 |
| 8. HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF A FELONY INVOLVING STOLEN OR EMBEZZLED VEHICLES, STOLEN PROPERTY, FRAUD RELATED TO THE TOWING BUSINESS, OR MORAL TURPITUDE? IF YES, PLEASE ATTACH A WRITTEN EXPLANATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | |
| VEHICLE STORAGE | | |
| 9. PRIMARY STORAGE YARD (COMPLETE ADDRESS) | | <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| 2119 East 25th Street Los Angeles, CA 90058 | | DISTANCE FROM HUNTINGTON PARK 3.2 MILES |
| 10. SECONDARY STORAGE YARD (COMPLETE ADDRESS) | | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| | | DISTANCE FROM HUNTINGTON PARK _____ MILES |
| 11. IS STORAGE YARD FENCED (6'), LIGHTED? | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 12. IS DISPATCHER ON DUTY 24 HOURS/DAY, SEVEN DAYS/WEEK, 365 DAYS/YEAR? | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 13. IS THERE A SECURE INVESTIGATIVE HOLD AREA? | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| FINANCIAL INTEREST | | |
| 14. LEGAL OWNER (PERSON(S), FIRM, COMPANY, ASSOCIATION OR CORPORATION) | | |
| Moshe Ben Dayan and Stephanie McColgan | | |
| 15. DO YOU HAVE FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN HUNTINGTON PARK? | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 16. DOES ANY MEMBER OF YOUR FAMILY OPERATE ANOTHER TOW SERVICE IN HUNTINGTON PARK? | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 17. DO YOU SHARE ANY FACILITIES WITH ANY OTHER LICENSED TOW COMPANY? | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 18. IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF THE TOW COMPANY | | |
| Tip Top Tow Service | | |
| TOW TRUCKS | | |
| <input checked="" type="checkbox"/> CLASS A (14,000 - 19,500 GVWR) | | <input checked="" type="checkbox"/> CLASS B (19,501 - 33,000 GVWR) |
| <input checked="" type="checkbox"/> CLASS C (33,001 - 50,000 GVWR) | | <input checked="" type="checkbox"/> CLASS D (OVER 50,001) |
| 19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER? | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| SIGNATURE | PRINT OR TYPE NAME AND TITLE | DATE |
|  | Moshe Ben Dayan, President | June 29, 2016 |

6/13/16



BOSTON PRIVATE

June 29, 2016

Donna Schwartz
City Clerk
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Re: Official Police Tow Service
Re: US Tow, Inc.

Dear Ms. Schwartz:

Mr. Moshe Ben-Dayam is a client of Boston Private Bank & Trust Company, he has authorized the release of his financial relationship information required for the OPG RFP process and I am happy to do so.

His relationship with Boston Private Bank & Trust Company began in 2001 at our Santa Monica office. I have been his Relationship Manager since that time.

Over the period of that time to present, his Banking relationship has included personal and business credit and deposit services. Mr. Ben-Dayam currently has a \$1,200,000.00 revolving line of credit with zero outstanding balance. This line of credit originated in May 2015, since the origination of this line of credit there has been no outstanding balance. Mr. Ben-Dayam has shown that he is credit worthy. He had a previous line of credit that dated back to July of 2012, with no outstanding balance.

I am happy to be a financial reference for Mr. Ben-Dayam. I have been with the bank since 1998. My current title is Vice President and Office Manager II.

If I can be of any further assistance in this process please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ava Murphy'.

Ava Murphy

Vice President Office Manager II

CC: file

GOVERNMENTAL CLIENTS
US TOW, INC.

| CONTACT | CLIENT NAME AND ADDRESS | TELEPHONE NUMBER | TYPE OF SERVICE | DATE AND DURATION OF SERVICE |
|---|--|------------------|---|------------------------------|
| 1) Robert Arcos Deputy Chief | LAPD Newton Division 3400 S Central Ave Los Angeles, CA 90011 | 213-833-3735 | LAPD Towing OPG Division 13 | 2004-Current 12 Years |
| 2) Mohamad M. Marhaba Lieutenant | Dept. of Police City of Santa Monica 333 Olympic Drive Santa Monica, Ca 90401 | 310-458-8406 | General towing, police impounds; parking enforcement towing; general storage of towed vehicles held for investigative purposes. | 1993-Current 23 Years |
| 3) Gregg Mader Sergeant | Beverly Hills Police Department 464 N Rexford Dr. Beverly Hills, CA 90210 | 310-285-2140 | General towing, police impounds; parking enforcement towing; general storage of towed vehicles held for investigative purposes. | 2012-Current 4 Years |
| 4) Jorge Rodriguez Captain Commanding Officer | LAPD Newton Division 3400 S Central Ave Los Angeles, CA 90011 | 323-846-6524 | LAPD Towing OPG Division 13 | 2004-Current 12 Years |
| 5) Michael Gillman Captain | City of Vernon Police Department 4305 Santa Fe Ave. Vernon, CA 90058 | 323-587-5171 | General towing, impounds and storage for City of Vernon PD. | 2015-current 1 Year |

ATTACHMENT "2"

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255
**TOW SERVICES & FACILITIES
INSPECTION CHECKLIST**

(UPDATED: JUNE 9, 2016)
(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: _____ U.S. Tow, Inc. _____

Under Articles I and II set forth the mandatory baseline requirements for each proposer's Primary Storage Facility. Inspectors must check "Yes" for each of the following baseline specifications listed below in order for a proposer to be considered for the award of a contract. If inspectors check "No" for any one or more of the following items, the proposer's proposal will not be deemed responsive and the proposer's proposal will not be considered for the award of a contract.

I. Minimum Requirements.

1. The proposer's Primary Storage Facility has at least three (3) on-site, fully equipped and operational tow trucks ready for service within Huntington Park at all hours.

yes no

notes:

2. The proposer's Primary Storage Facility has at least one (1) on-site flatbed tow truck ready for service within Huntington Park at all hours.

yes no

notes:

3. The Primary Storage Facility is always open for business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

yes no

notes:

4. A. The proposer's Primary Storage Facility has a minimum vehicle storage capacity of one hundred (100) vehicles that may be dedicated at any one time to vehicles referred to the facility by the Huntington Park Police Department.

yes ___ no

B. The Primary Storage facility is located within five (5) miles from the territorial boundaries of the City of Huntington Park.

yes ___ no

C. All of the following apply to the Primary Storage Facility:

1. The Primary Storage Facility can adequately accommodate all "hold" vehicles, all late model vehicles, all specially equipped vehicles and all vehicles to be released immediately to owners.
2. It is entirely surfaced with either concrete or asphalt.
3. It is free of holes or areas that are broken or decomposed.
4. Clean and free of litter, debris and weeds.
5. Sized and dimensioned to afford safe access to all vehicles

yes ___ no

notes:

5. Primary Storage Facility is immediately adjacent to the proposer's office facilities.

yes ___ no

notes:

6. Tow service availability twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

yes ___ no

notes:

7. Secure and environmentally safe (operational spill plan must be available) vehicle storage facility with a minimum capacity of 100 vehicles dedicated to storage of vehicles from HPPD.

yes no

notes:

8. The Primary Storage Facility is located in the corporate city limits of the City of Huntington Park or within five (5) miles of the city boundaries.

yes no

notes:

Distance: 3.2 miles

9. A. The vehicle storage facility is completely enclosed by a wall or fence that is continuously no less than six (6) foot in height for the entire perimeter of the wall/fence measured from the interior of the facility at grade level to the top most portion of the fence. Inspectors will make measurements at no less than eight (8) points.

yes no

notes:

B. The 6 foot high wall or fence that encloses the Primary Storage Facility is made of brick, block walk, chain link, iron or other metal or combination thereof.

yes no

notes:

C. All portions of the wall or fence are in good condition and repair and do not have holes, gaps or other signs of damage or disrepair and do not have holes or gaps large enough for a person to crawl through or climb through, thereby undermining the security of the Primary Storage Facility.

yes no

notes:

D. The wall or fence is equipped with a functioning gate or door of no less than six (6) feet in height as well.

yes ___ no

notes:

E. The ground surface area of the interior of the vehicle storage area(s) of the Primary Storage Facility is/are entirely surfaced with either concrete or asphalt material free of holes or areas that are decomposed or broken.

yes ___ no

notes:

10. The Primary Storage Facility is able to provide locked and secure evidence storage of two (2) vehicles within an enclosed area that are completely and totally protected from the weather, contamination or access/tampering by any unauthorized person(s).

yes ___ no

notes:

11. The Primary Storage Facility includes a separate secured vehicle inspection area within the facility where police personnel may inspect impounded vehicles for evidence and in the furtherance of other investigative activities. The proposals of proposer's whose secured inspection areas are indoors and completely enclosed will be viewed more favorably than proposals of proposers whose secured areas are outdoors or only partially enclosed. Nevertheless, whether or not the secured inspection area is outdoors or indoors will not, by itself, be dispositive as to whether or not a proposer will be awarded a contract or not.

yes ___ no

notes:

12. Tow truck drivers and on-site personnel appear to be neat, clean and have professional appearance with distinctive tow truck company attire.

yes ___ no

notes:

13. Vehicle storage facility has fully-functioning, on-site fixed lighting utilities sufficient to clearly illuminate all areas of the storage facility.

yes no

notes:

14. The Primary Storage Facility has an operating security alarm system and/or motion sensor system capable of immediately alerting staff and law enforcement of any unauthorized entry upon the premises.

yes no

notes:

U.S. Tow, Inc. has 24-hour, 7-day per week, 365-day per year staff with dispatcher and driver on premises.

15. The Primary Storage Facility has operating video surveillance equipment that provides 24 hour surveillance to all vehicle storage areas, and all areas where evidence property may be stored, all customer areas, perimeter and all entry ways and exits to the facility. Recordings of all video surveillance are maintained for a period of at least 48 hours.

yes no

notes:

16. The Proposer must provide proof, at the time of inspection, of a valid business license for the Primary Storage Facility.

yes no

notes:

II. Other Requirements

1. The proposer's Primary Storage Facility contains towing equipment capable of providing for the following services:

(a) Recovery truck(s) with an adjustable boom with a minimum lifting capacity of at least four tons. yes no

- (b) Wheel lift towing. yes no
- (c) Roll back/flatbed towing. yes no
- (d) Towing in parking garages. yes no
- (e) Towing of large and oversized vehicles. yes no
- (f) Towing of motorcycles without causing additional damage. yes no

notes:

2. *State requirements.* All tow trucks and other vehicles used by the proposer in the performance of the towing services contemplated under the RFP comply with all requirements of the California Vehicle Code in terms of required equipment and capabilities, age and condition

yes no

notes:

deficiencies:

None

3. The proposer and its Primary Storage Facility has the ability to maintain a telephonic point of contact capable of receiving city requests for towing services 24 hours a day.

yes no

notes:

4. The proposer and its Primary Storage Facility has the ability to maintain 24 hour a day communication contact with their tow vehicle(s).

yes no

notes:

5. The proposer and its Primary Storage Facility maintains a 24 hour per day telephone service to receive calls from the public.

yes no

notes:

6. The Primary Storage Facility is equipped to allow payment by credit card and contains clearly visible signage as required by the Vehicle Code with regards to Tow Yard operations. Such signage also includes current towing rates as authorized by CHP.

yes no

notes:

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

Service/Equipment: Three 6,000-lb Forklifts

notes:

Service/Equipment: Large Diesel Generator

notes:

Service/Equipment: 48-ft Container

notes:

Service/Equipment: Sweeper

notes:

Service/Equipment: 4-post, 25,000-lb Lift

notes:

Service/Equipment: _____

notes:

Service/Equipment: _____
notes: _____

Service/Equipment: _____
notes: _____

Service/Equipment: _____
notes: _____

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

Inspection Completed by: _____

Date/Time _____

ATTACHMENT 3

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

INSURANCE REQUIREMENTS CHECKLIST
(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: U.S. Tow, Inc.

Minimum Insurance Requirements. As of the date of proposal submission, proposers must demonstrate insurance coverage amounts which meet or exceed the insurance coverage requirements specified in Section 1* of Article J* of the Franchise Agreement. City reserves the right to reject any proposal which does not demonstrate that the proposer meets the minimum insurance requirements of the RFP.

I. Workers' Compensation Insurance – minimum requirements met?

yes no
notes:

II. Garage Liability Insurance – minimum requirements met?

yes no
notes:

III. Garagekeepers Liability Coverage – minimum requirements met?

yes no
notes:

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

yes no
notes:

*As contained in II. General Provisions

ATTACHMENT 4

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

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

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

CIVIL LITIGATION CERTIFICATION

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

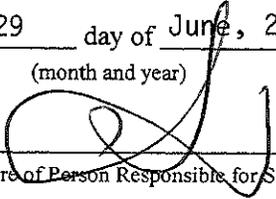
I, Moshe Ben Dayan, am the President
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of U.S. Tow, Inc. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

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

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

Executed this 29 day of June, 2016 at Los Angeles, CA
(month and year) (city and state)

by  MOSE BEN-DAYAN, U.S TOW INC
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

ATTACHMENT 4

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

ATTACHMENT 4

(3) Outcome of the case: _____

DECLARATION

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

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

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

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

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

END OF DOCUMENT

ATTACHMENT 5

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

CRIMINAL CONVICTIONS CERTIFICATION
(TOWING AND VEHICLE STORAGE SERVICES RFP)

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

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

CRIMINAL CONVICTIONS CERTIFICATION

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

I, Moshe Ben Dayan, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)
Moshe Ben Dayan

(Bidder/Proposer name as shown on Bid/Proposal)

nor U.S. Tow, Inc.
(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

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

Executed this 29 day of June, 2016 at Los Angeles, CA

(month and year)

(city and state)

by MOSHE BEN DAYAN
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT 5

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of conviction: _____
- (2) Name of case: _____
Court case identification number: _____
- (3) Identity of the law violated: _____

- (4) Identity of the prosecuting agency: _____

- (5) Contract or project involved: _____

- (6) Punishment imposed: _____

- (7) Exculpatory information: _____

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

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

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

ATTACHMENT 6

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255
**DISCLOSURE OF CONTACTS WITH CITY COUNCIL MEMBERS
(TOWING AND VEHICLE STORAGE SERVICES RFP)**

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

CERTIFICATION REGARDING MEETINGS OR COMMUNICATIONS WITH CITY OFFICIALS
OR EMPLOYEES

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

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

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

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

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

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

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

ATTACHMENT 6

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

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

| | |
|---|----------------------------|
| April, 2016 (Did not record exact date) | Lieutenant Alfred Martinez |
| June 29, 2016 | Lieutenant Alfred Martinez |
| | |
| | |
| | |

DECLARATION

I, Moshe Ben Dayan, the President
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of US Tow, Inc. (hereinafter, "Proposer")
(Print Name of Proposing Entity)

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

Executed this 29 day of June 2016 at Los Angeles, CA
(month and year) (city and state)

by MOSHE BEN-DAYAN
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

ATTACHMENT 7

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255

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

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

FALSE CLAIMS ACT CERTIFICATION

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

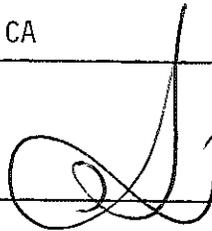
I, Moshe Ben Dayan, am the President
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of U.S. Tow, Inc. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

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

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

Executed this 29 day of June, 2016 at Los Angeles, CA
(month and year) (city and state)

By MOSHE BEN-DAYAN U.S. TOWING 
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

ATTACHMENT 7

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: _____

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

- (3) Government Contract or project involved: _____

- (4) Government agency involved: _____
- (5) Amount of fine imposed: _____

- (6) Exculpatory Information: _____

DECLARATION

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

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

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

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

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

END OF DOCUMENT

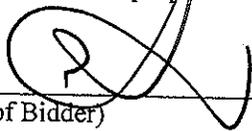
ATTACHMENT 8

CITY OF HUNTINGTON PARK
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255

NON-COLLUSION AFFIDAVIT
(TOWING AND VEHICLE STORAGE SERVICES RFP)

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

 Moshe Ben Dayan being first duly sworn, deposes and says that he or she is President of U.S. Tow, Inc. , the party submitting a proposal for the award of a Towing and Vehicle Storage Services franchise for the City of HUNTINGTON PARK, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City of HUNTINGTON PARK in the form of franchise fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the franchise agreement to anyone interested in being awarded a towing and vehicle storage services franchise; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.



(Signature of Bidder)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

ATTACHMENT 8

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

Subscribed and sworn to (or affirmed) before me this _____ day of _____,
20_____.

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

(SEAL OF NOTARY)

Please See the Attachment
Dated 06/29/2016

(Signature of Notary)

Upeksha Sadamali Thennakoon-
- Mudiyanselage

(Typed Name of Notary)

END OF DOCUMENT

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 29 day of June,

2016 by Moshe Ben Dayan,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Upeksha Thennakun
Signature (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non Collusion Affidavit

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 02 Document Date -

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

ATTACHMENT 9

PERFORMANCE BOND

We, U.S. TOW, INC. , as Principal, and CNA SURETY, P.O. BOX 5077, SIOUX FALLS, SD 57117, Contact, Martin Waruch as Surety, Jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of HUNTINGTON PARK ("City") for payment of the penal sum of _____ (\$_____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, primarily for services related to towing and storing vehicles within the jurisdictional boundaries of the City. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

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

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

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

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

Executed this _____ day of _____, 2016

ATTACHMENT 9

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)
Any claims under this bond may be addressed to: (check one)

Surety's agent for service
Of process in California:

0 _____
Surety Company

Street Number

City and State

Telephone Number

Name

Street Number

City and State

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

0 _____
Company Agent

Street Number

City and State

Telephone

APPROVED AS TO FORM:

General Counsel

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

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

(NOTICE: No substitution or revision of this bond form shall be accepted.)

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
 CHP 234A (Rev. 3-12) / OPI 061

TYPE OR PRINT CLEARLY

| | |
|---|---|
| CHP AREA | |
| CHP AREA OF APPLICATION Central Los Angeles | CHP AREA NUMBER 590 |
| BUSINESS | |
| BUSINESS NAME U.S. Tow, Inc. | CHP AREA NAME Central Los Angeles |
| BUSINESS ADDRESS 2119 E. 25th St., Los Angeles, CA 90058 | DAY PHONE NUMBER (INCLUDE AREA CODE) (213)749-7100 |
| BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE Same As Above | NIGHT PHONE NUMBER (INCLUDE AREA CODE) (213)749-7100 |
| NUMBER OF YEARS IN TOWING BUSINESS 27 | AUTOMOBILE CLUB AFFILIATE(S) None |

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?
 YES NO

VEHICLE STORAGE

| | |
|---|---|
| PRIMARY STORAGE YARD ADDRESS 2119 E. 25th St., Los Angeles, CA 90058 | <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| SECONDARY STORAGE YARD ADDRESS N/A | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| ADDITIONAL STORAGE YARD ADDRESS N/A | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| OUTSIDE STORAGE CAPACITY 750 | INSIDE STORAGE CAPACITY 20 |

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)
 Moshe Ben Dayan

| | |
|---|--|
| DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, LIST THE TOW COMPANY(S): |
| DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, LIST THE OTHER CHP AREA(S): |
| ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, LIST THE OTHER CHP AREA(S): |
| DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, LIST THE OTHER TOW COMPANY(S): |

RATES

| | Class A | Class B | Class C | Class D |
|---------------------------------|----------|----------|----------|---------|
| HOURLY RATE | \$178.00 | \$260.00 | \$345.00 | \$0.00 |
| INSIDE STORAGE | \$55.00 | \$60.00 | \$80.00 | \$0.00 |
| OUTSIDE STORAGE | \$55.00 | \$60.00 | \$80.00 | \$0.00 |
| LABOR (NONSKILLED, ALL CLASSES) | \$85.00 | | | |
| SPECIAL EQUIPMENT (LIST) | | | | |
| 6,000 LB. Forklift | \$125.00 | | | |
| 3 Axle Tractor | \$345.00 | | | |
| Landoll | \$295.00 | | | |
| RENTAL/SKILLED LABOR MARKUP (%) | 30.00 % | | | |

TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

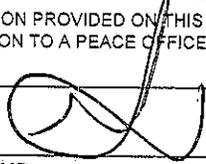
| | |
|---|-----------------------------|
| <input checked="" type="checkbox"/> CLASS A (MINIMUM 14,000 GVWR) | NUMBER OF CLASS A TRUCKS: 7 |
| <input checked="" type="checkbox"/> CLASS B (MINIMUM 26,001 GVWR) | NUMBER OF CLASS B TRUCKS: 2 |
| <input checked="" type="checkbox"/> CLASS C (MINIMUM 48,000 GVWR) | NUMBER OF CLASS C TRUCKS: 1 |
| <input checked="" type="checkbox"/> CLASS D (MINIMUM 52,000 GVWR) | NUMBER OF CLASS D TRUCKS: 1 |

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE



PRINT NAME AND TITLE

Moshe Ben Dayan

DATE

02-03-2016

TO BE COMPLETED BY CHP

AREA APPROVAL

APPROVED DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

MAXIMUM RESPONSE TIME

| | HOURS | CLASS A | CLASS B | CLASS C | CLASS D |
|-------|-------|---------|---------|---------|---------|
| DAY | | | | | |
| NIGHT | | | | | |

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____ AND END ON _____

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

APPROVED DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE



2016-2017 PERSONNEL ROSTER

MUST BE PRINTED OR TYPED AND RESUBMITTED WITHIN 7 DAYS OF ANY CHANGES

COMPANY NAME: U.S. Tow, Inc.

REVISION DATE: 4/6/2015

| Driver's Name | Address | CDL # | Ex. Date | Class | Hire Date | Home Tel# | EPN | OSAT | PC | Training | Live Seal |
|----------------------|--|----------|------------|-------|------------|--------------|-----|------|----|----------|-----------|
| Moshe Ben Dayan | 360 11th St., Santa Monica, CA 90402 | A3907097 | 9/19/2019 | C | 9/1/2013 | 310-916-3084 | | | | | |
| Richard Kettering II | 4549 Petaluma Ave., Lakewood, CA 90713 | B6614727 | 4/2/2016 | C | 2/23/2010 | 562-505-4746 | | | | | |
| Ernest Gonzalez | 1143 N. Stinger Ave., Los Angeles, CA 90063 | N7907754 | 9/12/2020 | C | 1/126/2006 | 323-434-8590 | | | | | |
| Luis Cruz | 1008 W. Cameron Ave., West Covina, CA 91790 | A5205244 | 12/15/2019 | B | 8/31/2001 | 626-392-6413 | | | | | |
| Armando Valenzuela | 12337 Downey Ave., Downey, CA 90242 | E0952167 | 5/26/2018 | A | 10/6/2013 | 562-292-4138 | | | | | |
| Rosendo Favala | 707 E. 90th St. Los Angeles, CA 90043 | V9016345 | 8/30/2019 | A | 6/9/2014 | 323-819-1086 | | | | | |
| Khachik Bekarian | 12820 Cantara St., North Hollywood, CA 91605 | C2025655 | 10/21/2020 | A | 10/14/2005 | 818-760-1812 | | | | | |
| Filiberto Hernandez | 4627 6th Ave., Los Angeles, CA 90043 | D2837567 | 5/10/2020 | C | 9/1/2013 | 323-309-1556 | | | | | |
| Walter Rueckwardt | 21459 Cold Spring Ln., Diamond Bar, CA 91765 | C2994085 | 5/18/2018 | C | 6/18/2012 | 909-996-6718 | | | | | |
| Jonathan Zeitina | 642 E. 38th St. Los Angeles, CA 90011 | D1697695 | 12/11/2019 | C | 11/18/2013 | 323-906-4352 | | | | | |
| Mario Sanchez | 212 1/2 N Rural Dr., Monterey Park 91755 | B9908875 | 11/30/2020 | A | 11/17/2014 | 323-691-4966 | | | | | |
| Carlos Reyes | 4771 E. 60th St., Maywood, CA 90270 | C5615021 | 9/22/2018 | C | 12/24/2010 | 323-833-1997 | | | | | |
| Raul Marroquin | 10734 Kalmia St. Los Angeles, CA 90059 | D6787372 | 11/18/2017 | C | 12/31/2014 | 323-501-7756 | | | | | |
| Victor Arevalo | 917 E. Vernon Ave, Los Angeles, CA 90011 | D3848458 | 3/17/2016 | C | 1/19/2015 | 323-596-8849 | | | | | |
| Stephanie McColgan | 360 11th St., Santa Monica, CA 90402 | A5783339 | 7/8/2020 | C | 9/1/2013 | 310-916-3082 | | | | | |
| Jose Martin | 12626 Ibbetson Ave., Downey, CA 90242 | F4977284 | 4/12/2017 | C/M1 | 9/15/2013 | 562-745-8403 | | | | | |

gued by _____

Printed Name _____

Richard Kettering

Date 01/19/16

CHP Use only

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | |
|---|-----------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Moshe I. Ben Dayan | DATE OF BIRTH 09/19/1964 |
| LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY) N/A | |

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 N/A

| | | | | |
|--|--|--|--------------------|----------------------|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Owner | | | |
| DRIVER LICENSE NUMBER A3907097 | STATE CA | EXPIRATION DATE 09/19/2019 | LICENSE CLASS C | ENDORSEMENTS None |
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE N/A | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | |

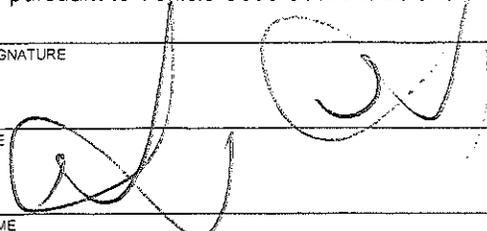
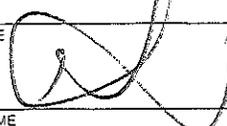
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 25 Class B: 0 Class C: 0 Class D: 0

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

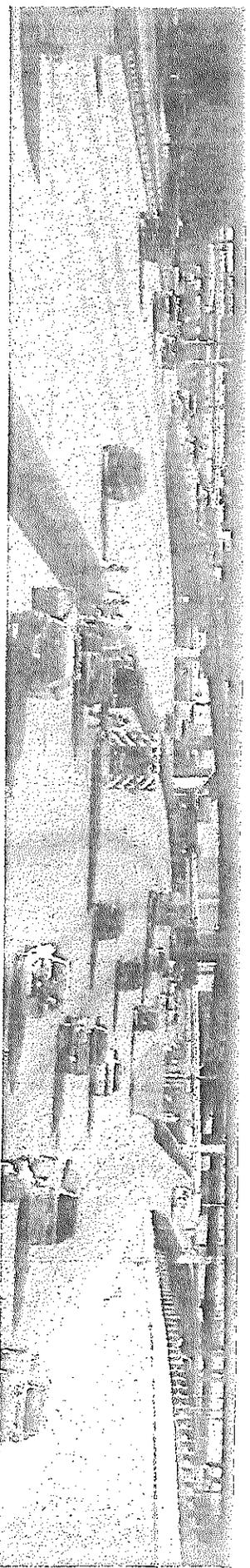
I certify the above information is true and correct, and no omissions have been made.

Ⓢ The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | | |
|---|-------------------|------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3/20/2016 | |
| TOW DRIVER'S SIGNATURE  | DATE 3/20/2016 | |
| RECEIVING OFFICER'S NAME | ID NUMBER | DATE |

FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.



National TMA Responder Training Program Completion Certificate

This acknowledges that

Moshe Ben Dayan

has successfully completed the National Traffic Incident Management Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Noe

David C. Noe

LIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD # **3907097** F.O. BATES NO. TYPE APP. DATE **12 MO. DRIVER REC.** MISC. INFO. SUBMITTED BY REQUESTER **CK238 1009115** REQ. CODE **05556** RECORD DATE

DMV
 DIVISION OF STATE TRAFFIC
 A PUBLIC SERVICE AGENCY

DAYAN, MOSHE I BEN

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

IRTHDATE **9/9/64** SEX **M** HEIGHT **506** WEIGHT **170** EYES **BROWN** HAIR **BLACK** DMV USE ONLY
 CL 12M 10/09 BLK PUL
 VOL REQ

10/28/15
[Signature]

DRIVER LICENSE INFORMATION

CLASS **C** ISSUED **080304** EXPIRES **091919** EXT. **RB2** RESTRICTIONS _____ DUP. LIC. ISSUED _____ LIC. HELD **2036**

| ITEM | VIOLATION OR ACC. DATE | CONVICTION DATE | SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S) | STATUTE | COURT DISPOSITION | | DOCKET, CITATION OR FR FILE NUMBER | LOCATION OF COURT OR ACCIDENT REPORT NUMBER | VEHICLE LICENSE |
|------|------------------------|-----------------|---|---------|-------------------|-------------------|------------------------------------|---|-----------------|
| | | | | | TYPE | JAIL OR CIV. AMT. | | | |
| NONE | TO REPORT | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

TOM TRUCK DRIVER CERT EXP 09/19/14

U S TOM INC
 MOSHE BEN DAYAN
 2119 E 25TH ST
 LOS ANGELES CA 90058

SEE REVERSE FOR EXPLANATION OF CODES

| DEPARTMENT ACTION | MAIL ORDER DATE | EFFECTIVE DATE | AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION | THRU DATE OR TERM | REASON FOR ACTION | SERVICE OF ORDER | | FR FILE NUMBER |
|-------------------|-----------------|----------------|---|-------------------|-------------------|------------------|------|----------------|
| | | | | | | TYPE | DATE | |
| NONE | TO REPORT | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 10/31/2015

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-------------------|------------|-------------------|------------|
| 0002701036-0001-1 | P685 | Tow Unit Operator | 10/03/2013 |

THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

FILE NO. 140651

MOSHE BEN DAYAN
U S TOW INC
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



Valid Through 12/31/2016

BOARD OF
POLICE COMMISSIONERS

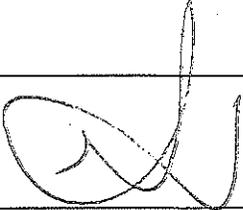
THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

26. OPERATOR APPROVAL

I certify that all drivers operating under this Tow Service Agreement (TSA) are qualified and competent. I further certify that I have read and understand this TSA and agree to abide by all the provisions. I further agree to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of the TSA, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this TSA. The operator, and the agents and employees of the operator, in the performance of this TSA, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this TSA (2016-2017 TSA) will become effective:

July 1 2016 and end June 30 2017
 Date Date

| | | |
|---|-------------------------------|-------------------------------|
| Operator Approval | | |
| Signature  | Typed Name Moshe Ben Dayan | |
| Company U.S. Tow, Inc. | Title President | Date 05-20-2016 |
| Business Address 2119 East 25th Street Los Angeles, CA 90058 | | Phone Number 213--749-7100 |
| Motor Carrier Permit Number CA 116992 | | |

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 081

Instructions: Please type or print clearly. Form must be filled out completely.

| | |
|---|-----------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Richard Lee Kettering II | DATE OF BIRTH 04/02/1979 |
|---|-----------------------------|

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 Rick Kettering

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 N/A

| | | | |
|---|---|--|----------------------|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION General Manager | | |
| DRIVER LICENSE NUMBER B6614727 | STATE CA | EXPIRATION DATE 04/02/2016 | LICENSE CLASS C |
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | MEDICAL CERTIFICATE EXPIRATION DATE N/A | ENDORSEMENTS None |
| OPERATOR/DRIVER ENROLLED IN CSAT (DRUG/ALCOHOL TESTING) PROGRAM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |

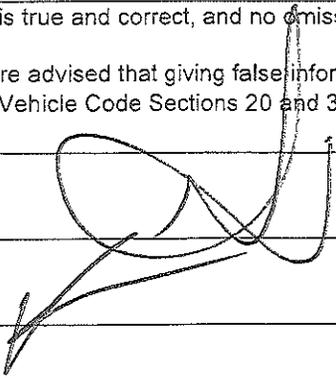
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 7 Class B: 0 Class C: 0 Class D: 5

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

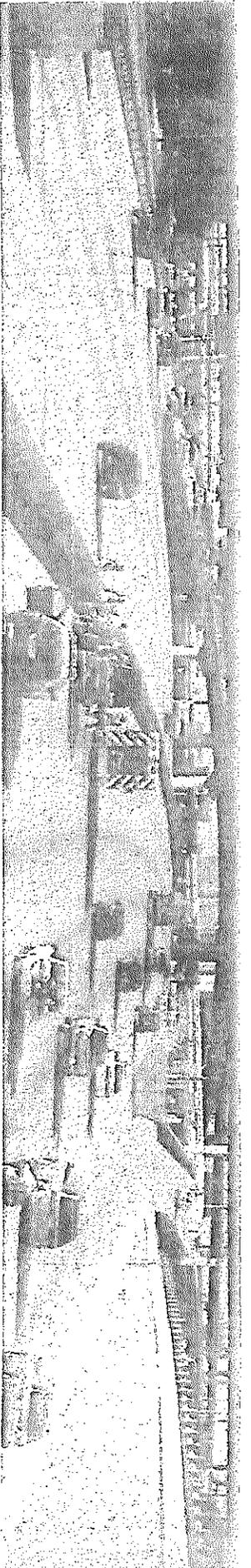
© The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | | |
|---|-----------------|------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3-20-16 | |
| TOW DRIVER'S SIGNATURE | DATE 3-20-16 | |
| RECEIVING OFFICER'S NAME | ID NUMBER | DATE |

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.



National T/M Responder Training Program Completion Certificate

This acknowledges that

Rick Kettering

has successfully completed the National Traffic Incident Management
Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Moe

David C. Moe



POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

| PERMIT NO. | FUND/CLASS | DESCRIPTION | ISSUED: 10/31/2015 |
|-------------------|------------|-------------------|-----------------------|
| 0002513337-0001-1 | P685 | Tow Unit Operator | GRANTED 08/18/2010 |

THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

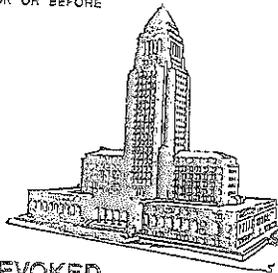
FILE NO: 138898

RICHARD LEE KETTERING II
4549 PETALUMA AVENUE
LAKEWOOD, CA 90713-2829

Valid Through 12/31/2016

1-800-800-8000

4549 PETALUMA AVENUE
LAKEWOOD, CA 90713-2829



**THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED**

**BOARD OF
POLICE COMMISSIONERS**

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DATE OF BIRTH
 Ernest Valdez Gonzalez 09/12/1961

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 Ernie Gonzalez

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 N/A

COMPANY NAME JOB TITLE/CLASSIFICATION
 U.S. Tow, Inc. Accounts Supervisor

DRIVER LICENSE NUMBER STATE EXPIRATION DATE LICENSE CLASS ENDORSEMENTS
 N7907754 CA 09/12/2020 C None

MEDICAL CERTIFICATE MEDICAL CERTIFICATE EXPIRATION DATE OPERATOR/DRIVER ENROLLED IN CSAT (DRUG/ALCOHOL TESTING) PROGRAM?
 YES NO N/A YES NO

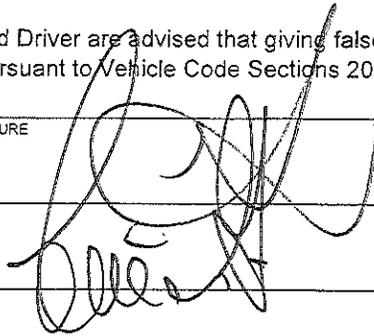
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 36 Class B: 0 Class C: 0 Class D: 0

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
 YES NO YES NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

Ⓢ The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | |
|---|-----------|
| OPERATOR'S/OWNER'S SIGNATURE | DATE |
|  | 3-22-16 |
| TOW DRIVER'S SIGNATURE | DATE |
|  | 3.22.16 |
| RECEIVING OFFICER'S NAME | ID NUMBER |
| | |
| | DATE |
| | |

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT

Ernest V. Gonzalez

HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

(COPY)

PRESENTED: 5/31/2014

CERTIFICATE NO. LA1-22310

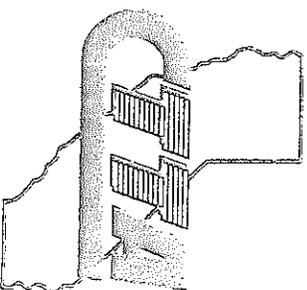
EXPIRES: 5/31/2017

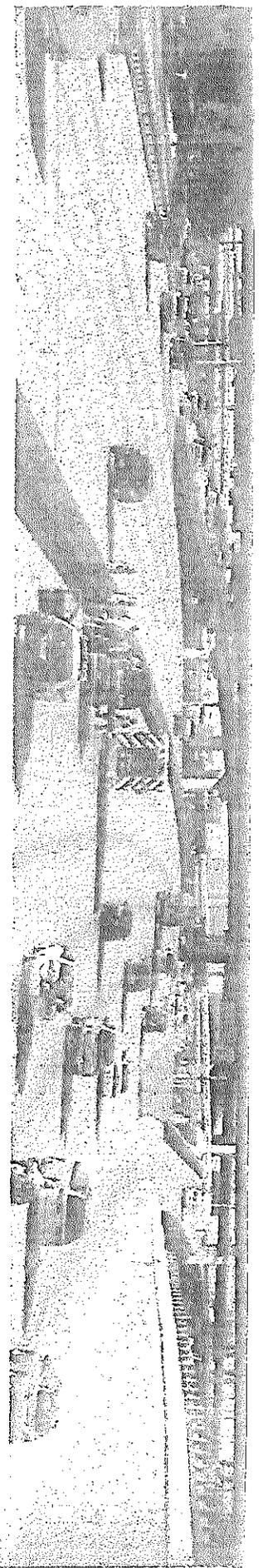
Sherry White

Sherry White, President

Larry Muzamel

Larry Muzamel, Executive Director





National T/M Responder Training
Program Completion Certificate

This acknowledges that

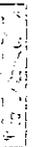
Ernest Gonzalez

has successfully completed the National Traffic Incident Management
Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Noe

David C. Noe



POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 11/14/2014

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-------------------|------------|-------------------|------------|
| 0002214175-0003-7 | P685 | Tow Unit Operator | 10/03/2013 |

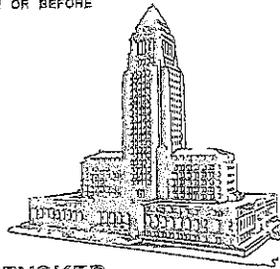
THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.
FILE NO. 96281

ERNEST GONZALEZ
VS TOW INC
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

ISSUED TO

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



Valid Through 12/31/2015

**BOARD OF
POLICE COMMISSIONERS**

**THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED**

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DATE OF BIRTH
 Luis Arturo Cruz 12/15/1968

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 N/A

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

N/A

COMPANY NAME JOB TITLE/CLASSIFICATION
 U.S. Tow, Inc. Driver

DRIVER LICENSE NUMBER STATE EXPIRATION DATE LICENSE CLASS ENDORSEMENTS
 A5205244 CA 12/15/2019 B P

MEDICAL CERTIFICATE MEDICAL CERTIFICATE EXPIRATION DATE OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
 YES NO 11/26/2016 YES NO

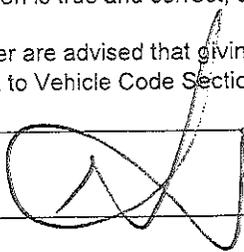
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 23 Class B: 23 Class C: 0 Class D: 0

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
 YES NO YES NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

⊕ The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE DATE
 3-22-16

TOW DRIVER'S SIGNATURE DATE
3-22-16

RECEIVING OFFICER'S NAME ID NUMBER DATE


FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT
Luis Cruz
HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I
ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 1/18/2015

CERTIFICATE NO. LA1-22813

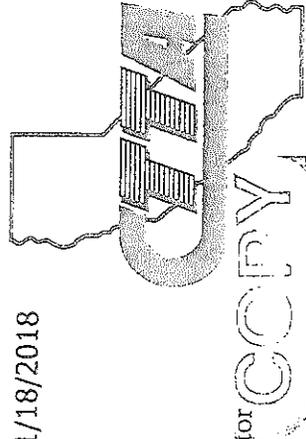
EXPIRES: 1/18/2018

Sherry White

Sherry White, President

Larry Muzamel

Larry Muzamel, Executive Director



National Traffic Incident Management
Responder Course Completion Certificate

This acknowledges that

Luis Cruz

has successfully completed the National Traffic Incident Management
Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Noe

David C. Noe



RIVER RECORD INFORMATION

RIVERS LICENSE OR ID CARD # **5205244** F.O. BATES NO. TYPE APP. DATE MISC. INFO. SUBMITTED BY REQUESTER REQ. CODE RECORD DATE
12 MO. DRIVER REC. CK238 100919

05557
 A PUBLIC SERVICE AGENCY

CRUZ, LUIS ARTURO
 (CONTINUED FROM PREVIOUS PAGE)

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

BIRTHDATE SEX HEIGHT WEIGHT EYES HAIR
DMV USE ONLY

DRIVER LICENSE INFORMATION

CLASS ISSUED EXPIRES EXT. RESTRICTIONS DUP. LIC. ISSUED LIC. HELD

10/28/15
R

| ITEM | VIOLATION OR ACC. DATE | CONVICTION DATE | SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S) | STATUTE | COURT DISPOSITION | | DOCKET, CITATION OR FR FILE NUMBER | LOCATION OF COURT OR ACCIDENT REPORT NUMBER | VEHICLE LICENSE |
|------|------------------------|-----------------|---|---------|-------------------|-------------|------------------------------------|---|-----------------|
| | | | | | TYPE | JAIL OR CVA | | | |
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ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MED EXAMINER NAME:
 LAST NAME: TANZER
 FIRST NAME: RICHARD
 SELF CERTIFICATION INFORMATION:
 CODE: NI

U S TOM INC
 MOSHE BEN DAYAN
 2119 E 25TH ST
 LOS ANGELES CA 90058

SEE REVERSE FOR EXPLANATION OF CODES

| DEPARTMENT ACTION | MAIL ORDER DATE | EFFECTIVE DATE | AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION | THRU DATE OR TERM | REASON FOR ACTION | SERVICE OF ORDER | | FR FILE NUMBER |
|-------------------|-----------------|----------------|---|-------------------|-------------------|------------------|------|----------------|
| | | | | | | TYPE | DATE | |
| | | | | | | | | |
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POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

| PERMIT NO. | FUND/CLASS | DESCRIPTION | ISSUED: 10/31/2015 |
|-------------------|------------|-------------------|-----------------------|
| 0002214122-0001-9 | P685 | Tow Unit Operator | GRANTED 04/18/2007 |

THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

FILE NO. 134521

LUIS A CRUZ
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

Valid Through 12/31/2016

ISSUED TO

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



BOARD OF
POLICE COMMISSIONERS

**THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED**

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | |
|--|------------------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Armando Valenzuela | DATE OF BIRTH 05/26/1950 |
|--|------------------------------------|

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 N/A

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 N/A

| | |
|---------------------------------------|---|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Driver |
|---------------------------------------|---|

| | | | | |
|--|--------------------|--------------------------------------|---------------------------|---------------------------|
| DRIVER LICENSE NUMBER E0952167 | STATE CA | EXPIRATION DATE 05/26/2018 | LICENSE CLASS A | ENDORSEMENTS TN |
|--|--------------------|--------------------------------------|---------------------------|---------------------------|

| | | |
|--|--|--|
| MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE 03/26/2015 | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
|--|--|--|

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

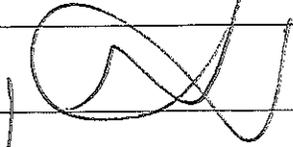
| | | | |
|--------------------|--------------------|--------------------|--------------------|
| Class A: 25 | Class B: 25 | Class C: 25 | Class D: 23 |
|--------------------|--------------------|--------------------|--------------------|

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

☉ The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | |
|---|--------------------------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3/22/2016 |
|---|--------------------------|

| | |
|---|------------------------|
| TOW DRIVER'S SIGNATURE  | DATE 3.22.16 |
|---|------------------------|

| | | |
|--------------------------|-----------|------|
| RECEIVING OFFICER'S NAME | ID NUMBER | DATE |
|--------------------------|-----------|------|

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT

Armando Valenzuela
HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 5/31/2014

CERTIFICATE NO. LA1-22315

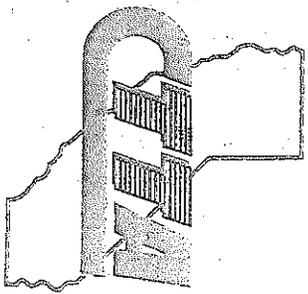
EXPIRES: 5/31/2017

Sherry White

Sherry White, President

Larry Mazamel

Larry Mazamel, Executive Director





National TIA Responder Training
Program Completion Certificate

This acknowledges that

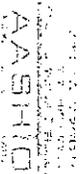
Armando Valenzuela

has successfully completed the National Traffic Incident Management Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015



David C. Noe



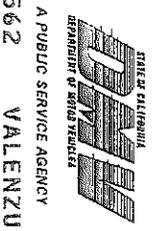
RIVER RECORD INFORMATION

DRIVER LICENSE OR ID CARD # : 0952167

F.O. BATES NO. : 12 MO. DRIVER REC.

TYPE APP. : DATE : MISC. INFO. SUBMITTED BY REQUESTER : REQ. CODE : RECORD DATE

05562 VALENZUELA, ARMANDO



IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

BIRTHDATE : 052650

SEX : W

HEIGHT : 507

WEIGHT : 155

EYES : BROWN

HAIR : GRAY

DMV USE ONLY

CL 12M 10/09

BLK PUL

VOL REQ

DRIVER LICENSE INFORMATION

CLASS : A

ISSUED : 040408

EXPIRES : 052618

EXT. : R B 1

RESTRICTIONS : 0146

DUP. LIC. ISSUED : 2036

LIC. HELD : 2036

| ITEM | VIOLATION OR ACC. DATE | CONVICTION DATE | SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S) | STATUTE | COURT DISPOSITION | | DOCKET, CITATION OR FR FILE NUMBER | LOCATION OF COURT OR ACCIDENT REPORT NUMBER | VEHICLE LICENSE |
|------|------------------------|-----------------|---|---------|-------------------|------|------------------------------------|---|-----------------|
| | | | | | JAIL OR FINE | AMT. | | | |
| ABST | 110513 | 012714 | DMV POINT COUNT 1 | VC | | | 3603813 | 56480 VENTURA | 77102K1 |
| ACC | 090115 | | | | | | 15 05 02072 | | |

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

1 MEDICAL EXPIRES 03-24-17

2 MEDICAL CERTIFICATE INFORMATION: DATE: 03-24-17

3 ISSUE DATE: 03-24-15 EXPIRATION: DATE: 03-24-17

4 STATUS CODE: C

5 MED EXAMINER NUMBER: CA DC23482

6 SPECIALTY: CH MED EXAMINER PHONE NUMBER: 3237801650

U S TOM INC

MOSHE BEN DAYAN

2119 E 25TH ST

LOS ANGELES CA 90058

SEE REVERSE FOR EXPLANATION OF CODES

| DEPARTMENT ACTION | MAIL ORDER DATE | EFFECTIVE DATE | AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION | THRU DATE ON TERM | REASON FOR ACTION | SERVICE OF ORDER TYPE | DATE | FR FILE NUMBER |
|-------------------|-----------------|----------------|---|-------------------|-------------------|-----------------------|------|----------------|
| NONE TO REPORT | | | | | | | | |

---CONTINUED ON NEXT PAGE---

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 10/31/2015

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-------------------|------------|-------------------|------------|
| 0002438740-0001-9 | P685 | Tow Unit Operator | 06/17/2009 |

THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

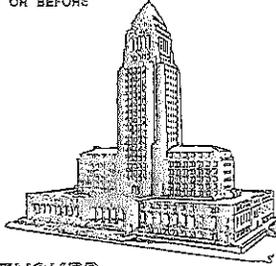
FILE NO. 138036

ARMANDO VALENZUELA
U S TOW INC
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

Valid Through 12/31/2016

ISSUED TO

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



BOARD OF
POLICE COMMISSIONERS

THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | |
|--|------------------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Rosendo Ramos Favela | DATE OF BIRTH 08/30/1963 |
|--|------------------------------------|

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 N/A

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 N/A

| | | | |
|--|---|--|---------------------------|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Driver | | |
| DRIVER LICENSE NUMBER V9016345 | STATE CA | EXPIRATION DATE 08/30/2019 | LICENSE CLASS A |
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | MEDICAL CERTIFICATE EXPIRATION DATE 07/24/15 | ENDORSEMENTS TN |
| OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | | |

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: 29 Class B: 29 Class C: 29 Class D: 29

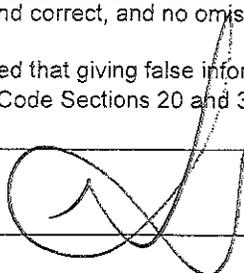
| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

N/A

I certify the above information is true and correct, and no omissions have been made.

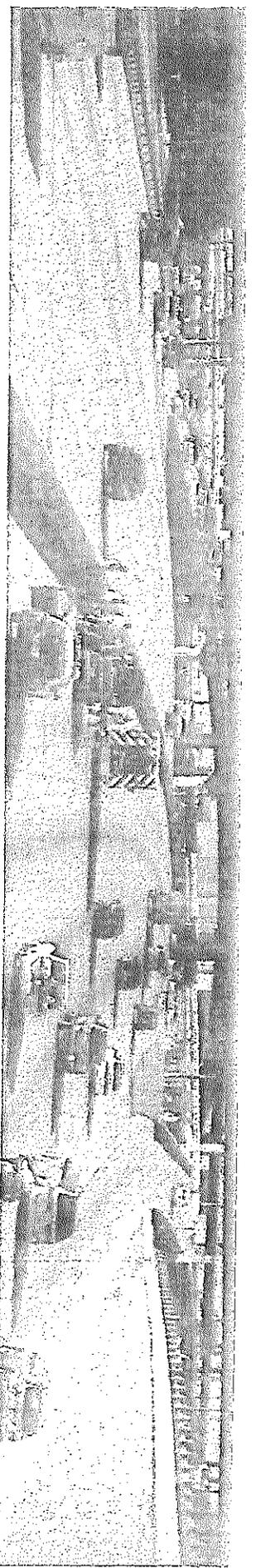
Ⓢ The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | |
|---|--------------------------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3/22/2016 |
| TOW DRIVER'S SIGNATURE  | DATE 3.22.16 |
| RECEIVING OFFICER'S NAME | ID NUMBER |
| | DATE |

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.



National TMA Responder Training Program Completion Certificate

This acknowledges that

Rosendo Faveja

has successfully completed the National Traffic Incident Management
Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Noe

David C. Noe



DRIVER RECORD INFORMATION

WENS LICENSE # 3016345
 F.O. BATES NO. TYPE APP. DATE
 12 MO. DRIVER REC. CK238 030414
 REQ. CODE RECORD DATE
 07280



RAMOS, ROSENDO FAVELA
 IDENTIFICATION OF DRIVER BASED
 ON INFORMATION SUBMITTED

RTHDATE SEX HEIGHT WEIGHT EYES HAIR
 05060 M 506 200 BROWN BLACK
 DMV USE ONLY
 CL 12M 03/04 BLK PUL
 VOL REQ

3/18/16

DRIVER LICENSE INFORMATION

CLASS ISSUED EXPIRES EXT. RESTRICTIONS DUP. LIC. ISSUED LIC. HELD
 A 081314 083019 2032

| ITEM | VIOLATION OR ACC. DATE | CONVICTION DATE | SECTION(S) VIOLATED LOCATION ON ACCIDENT OR OUT-OF-STATE VIOLATION(S) | STATUTE | COURT DISPOSITION | | DOCKET CITATION OR FR FILE NUMBER | LOCATION OF COURT OR ACCIDENT REPORT NUMBER | VEHICLE LICENSE |
|------|------------------------|-----------------|---|---------|-------------------|-------------|-----------------------------------|---|-----------------|
| | | | | | TYPE | JAIL OR CVA | | | |
| ABST | 103114 | 030515 | 4000A1, 40508A DMV POINT COUNT 0 | VC | | | 89919SQ | 19463 LOS ANGELES | 3SIM696 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MEDICAL EXPIRES 07-21-17
 MEDICAL CERTIFICATE INFORMATION:
 ISSUE DATE: 07-21-15 EXPIRATION DATE: 07-21-17
 STATUS CODE: C
 MED EXAMINER NUMBER: CA DC25431
 SPECIALTY: CH MED EXAMINER PHONE NUMBER: 3237801650

U S TOM INC
 MOSHE BEN DAYAN
 2119 E 25TH ST
 LOS ANGELES CA 90058

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION MAIL ORDER DATE EFFECTIVE DATE AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION THRU DATE OR TERM REASON FOR ACTION SERVICE OF ORDER TYPE DATE FR FILE NUMBER

CONTINUED ON NEXT PAGE

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 10/31/2015

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-------------------|------------|-------------------|------------|
| 0002214131-0003-4 | P685 | Tow Unit Operator | 10/30/2014 |

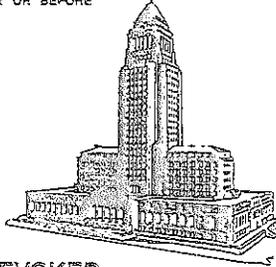
THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

FILE NO. 134544

ROSENDO RAMOS FAVELA
US TOW
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



Valid Through 12/31/2016

BOARD OF
POLICE COMMISSIONERS

**THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED**

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

ISSUED BY

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 081

Instructions: Please type or print clearly. Form must be filled out completely.

| | |
|---|-----------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Khachik Hatch Bekarian | DATE OF BIRTH 10/21/1965 |
|---|-----------------------------|

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
Chris Bekarian

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
N/A

| | |
|--------------------------------|------------------------------------|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Driver |
|--------------------------------|------------------------------------|

| | | | | |
|-----------------------------------|-------------|-------------------------------|--------------------|--------------------|
| DRIVER LICENSE NUMBER C2025655 | STATE CA | EXPIRATION DATE 10/21/2020 | LICENSE CLASS A | ENDORSEMENTS TN |
|-----------------------------------|-------------|-------------------------------|--------------------|--------------------|

| | | |
|--|---|--|
| MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE 10/07/2015 | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
|--|---|--|

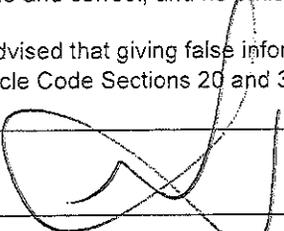
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 32 Class B: 29 Class C: 29 Class D: 23

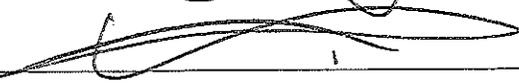
| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
N/A

I certify the above information is true and correct, and no omissions have been made.

Ⓢ The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | |
|---|-------------------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3/21/2016 |
|---|-------------------|

| | |
|---|-----------------|
| TOW DRIVER'S SIGNATURE  | DATE 3.20.16 |
|---|-----------------|

| | | |
|--------------------------|-----------|------|
| RECEIVING OFFICER'S NAME | ID NUMBER | DATE |
|--------------------------|-----------|------|

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT

Khachik H. Bekarian
HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

(COPY)

PRESENTED: 5/31/2014

CERTIFICATE NO. LA1-22313

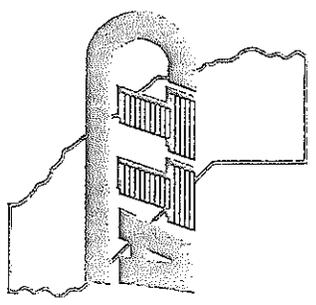
EXPIRES: 5/31/2017

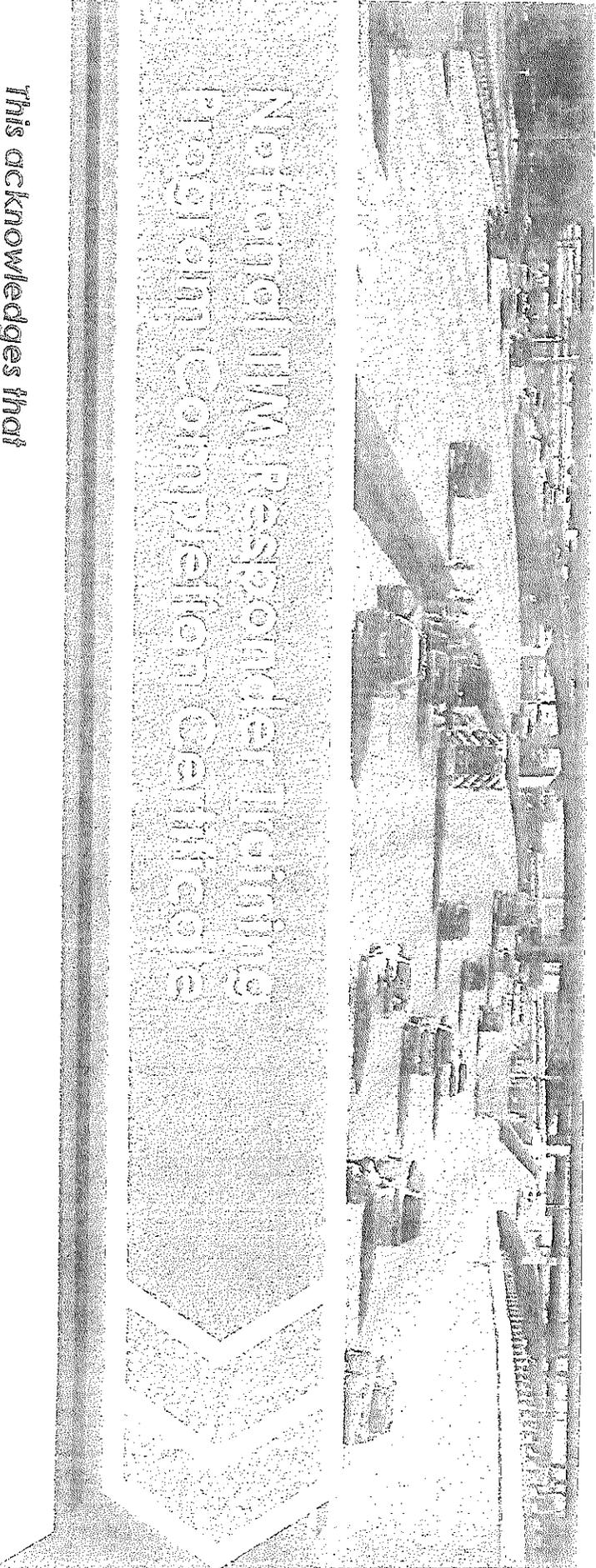
Sherry White

Sherry White, President

Larry Muzamel

Larry Muzamel, Executive Director





National ITM Responder Training
Professional Completion Certificate

This acknowledges that

Khachik Bekarian

has successfully completed the National Traffic Incident Management Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015



David C. Noe



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAFETY SOLUTIONS

4000 JEFFERSON AVENUE
SAN FRANCISCO, CA 94132
AASHQ



DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD # 2025655 F.O. BATES NO. TYPE APP. DATE MISC. INFO. SUBMITTED BY REQUESTER 12 MO. DRIVER REC. REQ. CODE CK238 RECORD DATE 020516

07187 BEKARIAN, KHACHIK HATCH

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

IRTHDATE SEX HEIGHT WEIGHT EYES HAIR DMV USE ONLY
 02165 M 600 185 BROWN BROWN CL 12M 02/05 BLK PUL
 VOL REQ

2/16/16 *R*

DRIVER LICENSE INFORMATION

CLASS A ISSUED 101515 EXPIRES 102120 EXT. RB1 RESTRICTIONS DUP. LIC. ISSUED LIC. HELD 2155

| ITEM | VIOLATION OR ACC. DATE | CONVICTION DATE | SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S) | STATUTE | COURT DISPOSITION | | DOCKET CITATION OR FR FILE NUMBER | LOCATION OF COURT OR ACCIDENT REPORT NUMBER | VEHICLE LICENSE |
|------|------------------------|-----------------|---|---------|-------------------|------|-----------------------------------|---|-----------------|
| | | | | | JAIL OR CVA | AMT. | | | |
| ABST | 092213 | 031414 | 21653A CDL DMV POINT COUNT 0 | VC AF | | | *WV2363 | 19420 BEVERLY HILLS | BLSB1 |
| | | | 1803-5 VC 1808-7 VC | | | | | | |

ANY ACCIDENT'S SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY
 MEDICAL EXPIRES 10-14-17
 MEDICAL CERTIFICATE INFORMATION: DATE: 10-14-17
 ISSUE DATE: 10-14-15 EXPIRATION DATE: 10-14-17
 STATUS CODE: C
 MED EXAMINER NUMBER: CA DC25431
 SPECIALTY: CH MED EXAMINER PHONE NUMBER: 3237901650

U S TOW INC
 MOSHE BEN DAYAN
 2119 E 25TH ST
 LOS ANGELES CA 90058

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION MAIL ORDER DATE EFFECTIVE DATE AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION THRU DATE OR TERM REASON FOR ACTION SERVICE OF ORDER TYPE DATE FR FILE NUMBER

--- CONTINUED ON NEXT PAGE ---

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 10/31/2015

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-------------------|------------|-------------------|------------|
| 0002214125-0001-2 | P685 | Tow Unit Operator | 04/18/2007 |

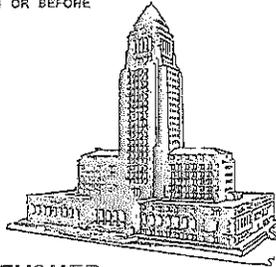
THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

FILE NO. 134513

KHACHIK BEKARIAN
US TOW INC
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



Valid Through 12/31/2016

BOARD OF
POLICE COMMISSIONERS

THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED

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NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | |
|---|------------------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Filiberto Hernandez | DATE OF BIRTH 05/10/1983 |
|---|------------------------------------|

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 N/A

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

N/A

| | |
|---------------------------------------|---|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Driver |
|---------------------------------------|---|

| | | | | |
|--|--------------------|--------------------------------------|---------------------------|-----------------------------|
| DRIVER LICENSE NUMBER D2837567 | STATE CA | EXPIRATION DATE 05/10/2020 | LICENSE CLASS C | ENDORSEMENTS None |
|--|--------------------|--------------------------------------|---------------------------|-----------------------------|

| | | |
|--|---|--|
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE N/A | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
|--|---|--|

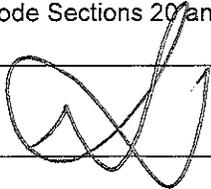
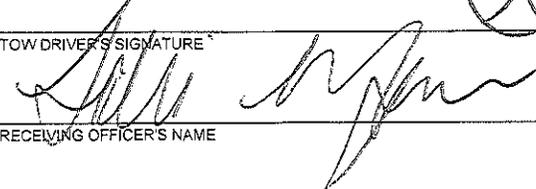
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 9 Class B: 0 Class C: 0 Class D: 0

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 207 and 31.

| | | |
|---|------------------------|------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3/20/16 | |
| TOW DRIVER'S SIGNATURE  | DATE 3.20.16 | |
| RECEIVING OFFICER'S NAME | ID NUMBER | DATE |

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT

Filiberto Hernandez
HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I
ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

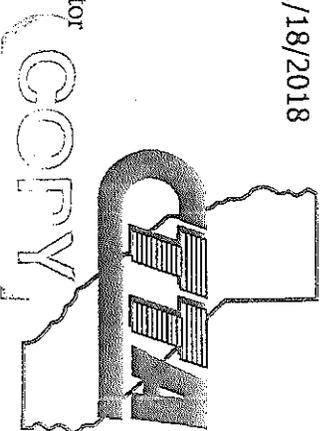
PRESENTED: 1/18/2015

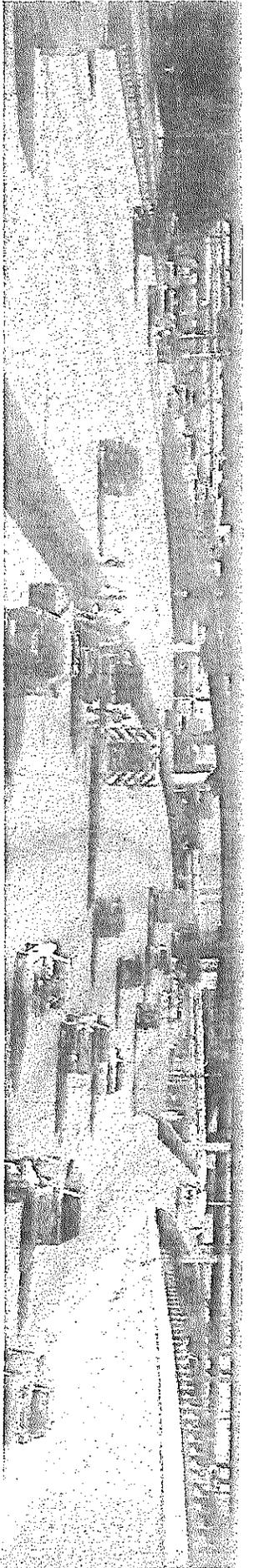
CERTIFICATE NO. LA1-22814

EXPIRES: 1/18/2018

Sherry White
Sherry White, President

Larry Muzannel
Larry Muzannel, Executive Director





National TTM Responder Training Program Completion Certificate

This acknowledges that

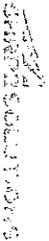
Filiberto Hernandez

has successfully completed the National Traffic Incident Management
Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

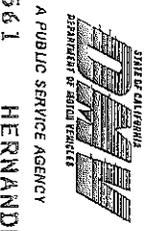
David C. Noe

David C. Noe



DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD # **2837567** F.O. BATES NO. **12 MD. DRIVER REC.** TYPE APP. **CK238** DATE **100915** MISC. INFO. SUBMITTED BY REQUESTER **05561** REQ. CODE **HERNANDEZ, FILIBERTO** RECORD DATE



A PUBLIC SERVICE AGENCY
 IDENTIFICATION OF DRIVER BASED
 ON INFORMATION SUBMITTED

IRTHDATE **51083** SEX **M** HEIGHT **507** WEIGHT **174** EYES **BROWN** HAIR **BLACK** DMV USE ONLY
 CL 12M 10/09 BLK PUL
 VOL REQ

DRIVER LICENSE INFORMATION

CLASS **C** ISSUED **051910** EXPIRES **051020** EXT. **RBI** RESTRICTIONS **2036** DUP. LIC. ISSUED **2036** LIC. HELD

COURT DISPOSITION

| ITEM | VIOLATION OR ACC. DATE | CONVICTION DATE | SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S) | STATUTE | COURT DISPOSITION | | DOCKET CITATION OR FR FILE NUMBER | LOCATION OF COURT OR ACCIDENT REPORT NUMBER | VEHICLE LICENSE |
|------|------------------------|-----------------|---|---------|-------------------|-------------|-----------------------------------|---|-----------------|
| | | | | | TYPE | JAIL OR CVA | | | |
| NONE | TO REPORT | | | | | | | | |

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY
 SUBJECT ISSUED ID CARD 05/31/02 EXPIRES 05/10/07
 ID DUP OR NO FEE ISS 05/21/02

U S TOM INC
 MOSHE BEN DAYAN
 2119 E 25TH ST
 LOS ANGELES CA 90058

SEE REVERSE FOR EXPLANATION OF CODES

| DEPARTMENT ACTION | MAIL ORDER DATE | EFFECTIVE DATE | AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION | THRU DATE OR TERM | REASON FOR ACTION | SERVICE OF ORDER | | FR FILE NUMBER |
|-------------------|-----------------|----------------|---|-------------------|-------------------|------------------|------|----------------|
| | | | | | | TYPE | DATE | |
| NONE | TO REPORT | | | | | | | |

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 10/31/2015

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-------------------|------------|-------------------|------------|
| 0002214466-0003-2 | P685 | Tow Unit Operator | 09/19/2013 |

THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

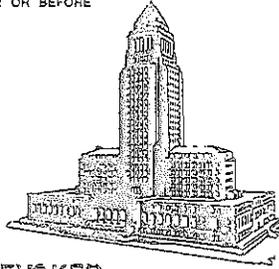
FILE NO. 134400

FILIBERTO HERNANDEZ
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

Valid Through 12/31/2016

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2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



BOARD OF
POLICE COMMISSIONERS

THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | | |
|--|--|-----------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Walter Arturo Ruckwardt | | DATE OF BIRTH 05/18/1962 |
| LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY) N/A | | |

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
N/A

| | | | | |
|--|--|--|--------------------|----------------------|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Driver | | | |
| DRIVER LICENSE NUMBER C2994085 | STATE CA | EXPIRATION DATE 05/18/2018 | LICENSE CLASS C | ENDORSEMENTS None |
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE N/A | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | |

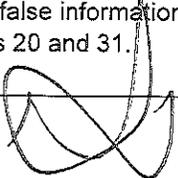
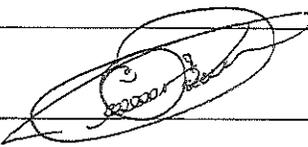
NUMBER OF YEARS EXPERIENCE AS A TOWTRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: 31 Class B: 0 Class C: 0 Class D: 0

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
1983 or 1984 Los Angeles T/C Hit and Run. Judge dropped it to a misdemeanor, paid a fine, and stayed in county jail.

I certify the above information is true and correct, and no omissions have been made.

• The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | | |
|--|-----------|-------------------|
| OPERATOR'S/OWNER'S SIGNATURE  | | DATE 3/22/2016 |
| TOW DRIVER'S SIGNATURE  | | DATE 3.22.16 |
| RECEIVING OFFICER'S NAME | ID NUMBER | DATE |

FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT

Walter Ruckwardt
HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I
ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

(COPY)

PRESENTED: 5/31/2014

CERTIFICATE NO: LA1-22314

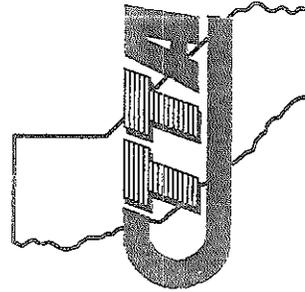
EXPIRES: 5/31/2017

Sherry White

Sherry White, President

Larry Muzamel

Larry Muzamel, Executive Director





National TIM Responder Training Program Completion Certificate

This acknowledges that

Walter Rickwardt

has successfully completed the National Traffic Incident Management Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Noe

David C. Noe





IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

05559 RUCKWARDY, WALTER ARTURO

10/28/15 *fw*

DRIVER RECORD INFORMATION

| | | | | | | |
|-----------------------------|----------------|-----------|------|------------------------------------|-----------|-------------|
| RIVERS LICENSE OR ID CARD # | F.O. BATES NO. | TYPE APP. | DATE | MISC. INFO. SUBMITTED BY REQUESTER | REQ. CODE | RECORD DATE |
| 2994085 | | | | 12 MO. DRIVER REC. | CK238 | 10/09/15 |

| | | | | | | |
|-----------|-----|--------|--------|-------|-------|------------------------------|
| BIRTHDATE | SEX | HEIGHT | WEIGHT | EYES | HAIR | DMV USE ONLY |
| 151862 | M | 600 | 160 | BROWN | BROWN | CL 12M 10/09 BLK PUL VOL REQ |

DRIVER LICENSE INFORMATION

| | | | | | | |
|-------|--------|---------|------|--------------|------------------|-----------|
| CLASS | ISSUED | EXPIRES | EXT. | RESTRICTIONS | DUP. LIC. ISSUED | LIC. HELD |
| C | 091508 | 051618 | RBI | | | 2036 |

| ITEM | VIOLATION OR ACC. DATE | CONVICTION DATE | SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S) | STATUTE | COURT DISPOSITION | | | DOCKET, CITATION OR FR FILE NUMBER | LOCATION OF COURT OR ACCIDENT REPORT NUMBER | VEHICLE LICENSE |
|----------------|------------------------|-----------------|---|---------|-------------------|-------------|------|------------------------------------|---|-----------------|
| | | | | | TYPE | JAIL OR CYA | AMT. | | | |
| NONE TO REPORT | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

SEE REVERSE FOR EXPLANATION OF CODES

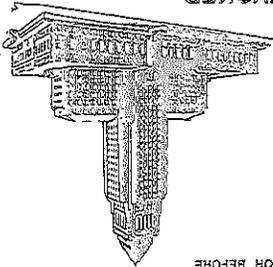
U S TOW INC
MOSHE BEN DAYAN
2119 E 25TH ST
LOS ANGELES CA 90058

| DEPARTMENT ACTION | MAIL ORDER DATE | EFFECTIVE DATE | AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION | THRU DATE OR TERM | SERVICE OF ORDER | | FR FILE NUMBER |
|-------------------|-----------------|----------------|---|-------------------|------------------|------|----------------|
| | | | | | TYPE | DATE | |
| NONE TO REPORT | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
REPORTANT - READ REVERSE SIDE

THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED

BOARD OF
POLICE COMMISSIONERS



1940 LOVEFACE AVENUE
LOS ANGELES, CA 90015-4104
1940 LOVEFACE AVENUE
LOS ANGELES, CA 90015-4104
US TOW INC
WALTER A RUCKWARDT

ADDRESS

Valid Through 12/31/2015

FILE NO. 76596

GOOD AT LISTED ADDRESS ONLY.
THIS PERMIT IS NOT TRANSFERABLE AND IS

THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST
EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE
DECEMBER 31ST EACH YEAR.

| | |
|-------------|-------------------|
| PERMIT NO. | 0000735205-0002-0 |
| FUND/CLASS | P685 |
| DESCRIPTION | Tow Unit Operator |
| ISSUED: | 3/14/2015 |
| GRANTED | 06/28/2012 |

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CA1588300058
 Inspection Date: 03/23/2016
 Start: 10:01 AM MT End: 10:22 AM MT
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

| | | | |
|--|--------------------------------|--|--|
| US TOW INC 2119 E 25TH ST LOS ANGELES, CA, 900581338 USDOT: 0 MC/MX#: 116992 State#: 116992 Location: LOS ANGELES Highway: 2119 E. 25TH ST County: LOS ANGELES | Phone#: (323)870-7100 Fax#: | Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: | State: State: |
| Milepost: Origin: N/A Destination: N/A | Shipper: N/A | Bill of Lading: N/A Cargo: N/A | |

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|----------|
| 1 | TR | DODG | 2009 | CA | 8S49808 | 11 | 3D6WC76L69G555937 | 18750 | | 22448882 |

BRAKE ADJUSTMENTS

| | | |
|---------|---|---|
| Axle # | 1 | 2 |
| Right | | |
| Left | | |
| Chamber | | |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 850; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 55

Co-Inspector(s):

Regan (15108)

Report Prepared By:
K. Duke

Badge #:
15883

Copy Received By:



0000000 CA CA1588300058

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CA1588300056
 Inspection Date: 03/23/2016
 Start: 8:17 AM MT End: 9:05 AM MT
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

| | | | |
|--|--------------------------------|--|--|
| US TOW INC 2119 E 25TH ST LOS ANGELES, CA, 900581338 USDOT: 0 MC/MX#: State#: 116992 Location: LOS ANGELES Highway: 2119 E. 25TH ST County: LOS ANGELES | Phone#: (323)870-7100 Fax#: | Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: | State: State: |
| | | Milepost: Shipper: N/A Origin: N/A Destination: N/A | Bill of Lading: N/A Cargo: |

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|----------|
| 1 | TR | HINO | 2010 | CA | 8W17589 | 15 | 5PVNJ8JN8A4S50303 | 25500 | | 22448880 |

BRAKE ADJUSTMENTS

| | | |
|---------|---|---|
| Axle # | 1 | 2 |
| Right | | |
| Left | | |
| Chamber | | |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 850; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 55

Co-Inspector(s):

Regan (15108)

Report Prepared By:
K. Duke

Badge #:
15883

Copy Received By:



00000000 CA CA1588300056

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CA1510800297
 Inspection Date: 03/23/2016
 Start: 9:38 AM MT End: 10:06 AM MT
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

| | | | | |
|--|--------------------------------|--|---|------------------|
| US TOW INC 2119 E 25TH ST LOS ANGELES, CA, 900581338 USDOT: 0 MC/MX#: State#: 116992 Location: LOS ANGELES Highway: E. 25TH ST County: LOS ANGELES | Phone#: (323)870-7100 Fax#: | Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Milepost: Origin: N/A Destination: N/A | Shipper: N/A Bill of Lading: N/A Cargo: N/A | State: State: |
|--|--------------------------------|--|---|------------------|

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | TR | KEN | 2005 | CA | | 19 | 2NKMHZ6X05M098216 | 26000 | | |

WORTH

BRAKE ADJUSTMENTS

| | | |
|---------|---|---|
| Axle # | 1 | 2 |
| Right | | |
| Left | | |
| Chamber | | |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|---------------|------|------|-----|------------|--------|-------|---|
| 26453 VC /010 | S | 1 | Y | | U | N | Other defective lining conditions--393.47(a) X-2 right side brake linings fluid contaminated. |

HazMat: No HM transported Placard:
 Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 850; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 55

Co-Inspector(s):

Duke (15883)

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. DO NOT return this form to the California Highway Patrol. This document should NOT be forwarded to the court for clearance procedures.

Report Prepared By:
C. Regan

Badge #:
15108

Copy Received By:



00000000 CA CA1510800297

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CA1588300057
Inspection Date: 03/23/2016
Start: 9:06 AM MT End: 9:34 AM MT
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

US TOW INC
2119 E 25TH ST
LOS ANGELES, CA, 900581338
USDOT: 0
MC/MX#: State#: 116992
Location: LOS ANGELES
Highway: 2119 E. 25TH ST
County: LOS ANGELES

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A
Destination: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|----------|
| 1 | TR | PTRB | 2015 | CA | 74680U1 | 20 | 2NPNHM6X0FM298418 | 26000 | | 22448881 |

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 850; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 55

Co-Inspector(s):

Regan (15108)

Report Prepared By:
K. Duke

Badge #:
15883

Copy Received By:



00000000 CA CA1588300057

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CA1510800296
 Inspection Date: 03/23/2016
 Start: 8:52 AM MT End: 9:38 AM MT
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

CLASSIC TOW INC
 1654 12TH ST
 SANTA MONICA, CA, 90404
 USDOT: 2808524
 MC/MX#:
 State#: 176495
 Location: LOS ANGELES
 Highway: E. 25TH ST
 County: LOS ANGELES

Phone#: (310)314-4040
 Fax#:

Driver:
 License#: State:
 Date of Birth:
 CoDriver:
 License#: State:
 Date of Birth:

Milepost: Shipper: N/A
 Origin: N/A Bill of Lading: N/A
 Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|----------|
| 1 | TR | KW | 2006 | CA | 8A89032 | 26 | 2NKMHZ6X76M154251 | 26000 | | 22448413 |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|---|---|
| Right | | |
| Left | | |
| Chamber | | |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 850; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 55

Co-Inspector(s):

Report Prepared By:
 C. Regan

Badge #:
 15108

Copy Received By:



02808524 CA CA1510800296

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CA1588300059
 Inspection Date: 03/23/2016
 Start: 10:22 AM MT End: 10:49 AM MT
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

| | | | |
|---|--------------------------------------|--|------------------------------|
| CLASSIC TOW INC 1654 12TH ST SANTA MONICA, CA, 90404 USDOT: 2808524 MC/MX#: _____ State#: 176495 Location: LOS ANGELES Highway: 2119 E. 25TH ST County: LOS ANGELES | Phone#: (310)314-4040 Fax#: _____ | Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: | State: State: |
| Milepost: Origin: N/A Destination: N/A | Shipper: N/A | Bill of Lading: N/A Cargo: N/A | |

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|----------|
| 1 | TR | PTRB | 2014 | CA | 77102K1 | 25 | 1NPWL49X0ED187127 | 54370 | | 22448883 |

BRAKE ADJUSTMENTS

| | | | |
|---------|---|---|---|
| Axle # | 1 | 2 | 3 |
| Right | | | |
| Left | | | |
| Chamber | | | |

VIOLATIONS: No violations were discovered

HazMat: No HM transported
 Placard: _____ Cargo Tank: _____

Special Checks: No data for special checks

State Information:
 Beat/Sub Area: 850; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 56

Co-Inspector(s):
 Regan (15108)

Report Prepared By:
 K. Duke

Badge #:
 15883

Copy Received By:



02808524 CA CA1588300059

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CA1510800294
Inspection Date: 03/23/2016
Start: 8:11 AM MT End: 8:34 AM MT
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

US TOW INC
2119 E 25TH ST
LOS ANGELES, CA, 900581338
USDOT: 0 Phone#: (323)870-7100
MC/MX#: Fax#: State#: 116992
Location: LOS ANGELES Milepost: Shipper: N/A
Highway: E. 25TH ST Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|----------|
| 1 | TR | PETR | 2016 | CA | 75798S1 | 28 | 2NP2HM6XXGM347211 | 26000 | | 22448409 |

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 850; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 55

Co-Inspector(s):

Duke (15883)

Report Prepared By:
C. Regan

Badge #:
15108

Copy Received By:



00000000 CA CA1510800294

X _____ X _____

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | |
|---|------------------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Jonathan Lopez Zetina | DATE OF BIRTH 09/18/1992 |
|---|------------------------------------|

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 N/A

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 N/A

| | | | |
|--|---|--|---------------------------|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Driver | | |
| DRIVER LICENSE NUMBER D1697695 | STATE CA | EXPIRATION DATE 12/11/2019 | LICENSE CLASS C |
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |

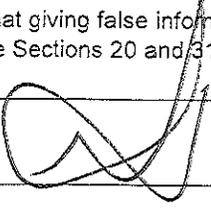
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 2 Class B: 0 Class C: 0 Class D: 0

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

© The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | | |
|---|--------------------------|------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3/22/2016 | |
| TOW DRIVER'S SIGNATURE  | DATE 3/22/2016 | |
| RECEIVING OFFICER'S NAME | ID NUMBER | DATE |

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT

Jonathan Lopez Zetina
HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

COPY

PRESENTED: 5/31/2014

CERTIFICATE NO. LA1-22312

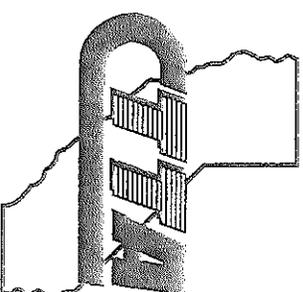
EXPIRES: 5/31/2017

Sherry White

Sherry White, President

Larry Muzamel

Larry Muzamel, Executive Director



This acknowledges that

Jonathan Zetina

has successfully completed the National Traffic Incident Management
Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Noe

David C. Noe

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
SAFETY DIVISION

SAFETY DIVISION

SAFETY DIVISION
AVIATION UNIT

SAFETY DIVISION

IVER RECORD INFORMATION

| | | | | | | |
|-----------------------------|----------------|-----------|------|------------------------------------|-----------|-------------|
| IVER'S LICENSE OR ID CARD # | F.O. BATES NO. | TYPE APP. | DATE | MISC. INFO. SUBMITTED BY REQUESTER | REQ. CODE | RECORD DATE |
| 1697695 | | | | 12 MO. DRIVER REC. | CK238 | 030611 |

| | | | | | | |
|---------|-----|--------|--------|-------|-------|------------------------------|
| RTHDATE | SEX | HEIGHT | WEIGHT | EYES | HAIR | DWV USE ONLY |
| 91892 | M | 508 | 165 | BROWN | BLACK | CL 12M 03/04 BLK PUL VOL REQ |

DRIVER LICENSE INFORMATION

| | | | | | | |
|-------|--------|---------|------|--------------|------------------|-----------|
| CLASS | ISSUED | EXPIRES | EXT. | RESTRICTIONS | DUP. LIC. ISSUED | LIC. HELD |
| C | 071315 | 091820 | RBI | | | 2032 |

07278
AKA: LOPEZZETINA, JONATHAN KELWIN
ZETINA, JONATHAN KELWIN LOPEZ

3/18/16

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

| ITEM | VIOLATION OR ACC. DATE | CONVICTION DATE | SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S) | STATUTE | COURT DISPOSITION | | DOCKET, CITATION OR FR FILE NUMBER | LOCATION OF COURT OR ACCIDENT REPORT NUMBER | VEHICLE LICENSE |
|------|------------------------|-----------------|---|---------|-------------------|-------------|------------------------------------|---|-----------------|
| | | | | | TYPE | JAIL OR CVA | | | |
| NONE | TO REPORT | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY
 TOM TRUCK DRIVER CERT EXP 09/18/20
 SUBJECT ISSUED ID CARD 04/25/06 EXPIRES 09/18/11
 ID CARD REISSUED 04/14/06

U S TOM INC
 MOSHE BEN DAYAN
 2119 E 25TH ST
 LOS ANGELES CA 90058

SEE REVERSE FOR EXPLANATION OF CODES

| DEPARTMENT ACTION | MAIL ORDER DATE | EFFECTIVE DATE | AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION | THRU DATE OR TERM | REASON FOR ACTION | SERVICE OF ORDER TYPE | DATE | FR FILE NUMBER |
|-------------------|-----------------|----------------|---|-------------------|-------------------|-----------------------|------|----------------|
| NONE | TO REPORT | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 10/31/2015

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-------------------|------------|-------------------|------------|
| 0002769810-0001-9 | P685 | Tow Unit Operator | 08/28/2014 |

THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

FILE NO. 141796

JONATHAN KELWIN LOPEZ ZETINA
US TOW
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



Valid Through 12/31/2016

BOARD OF
POLICE COMMISSIONERS

THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

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STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | |
|--|-----------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Mario Alberto Sanchez | DATE OF BIRTH 11/30/1983 |
|--|-----------------------------|

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 N/A

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 N/A

| | | | |
|-----------------------------------|------------------------------------|-------------------------------|--------------------|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Driver | | |
| DRIVER LICENSE NUMBER B9908875 | STATE CA | EXPIRATION DATE 11/30/2020 | LICENSE CLASS A |
| | | ENDORSEMENTS TN | |

| | | |
|--|---|--|
| MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE 6/3/2016 | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
|--|---|--|

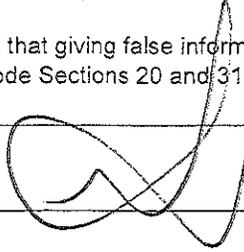
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 11 Class B: 6 Class C: 6 Class D: 6

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

© The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | |
|---|-------------------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3/22/2016 |
| TOW DRIVER'S SIGNATURE Mario Sanchez | DATE 3/22/2016 |
| RECEIVING OFFICER'S NAME | ID NUMBER |
| | DATE |

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT

Mario Sanchez

HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 1/18/2015

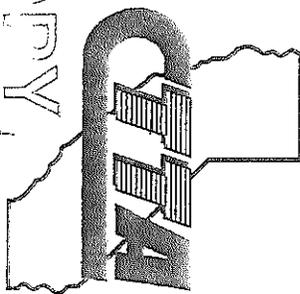
CERTIFICATE NO. LA1-22815

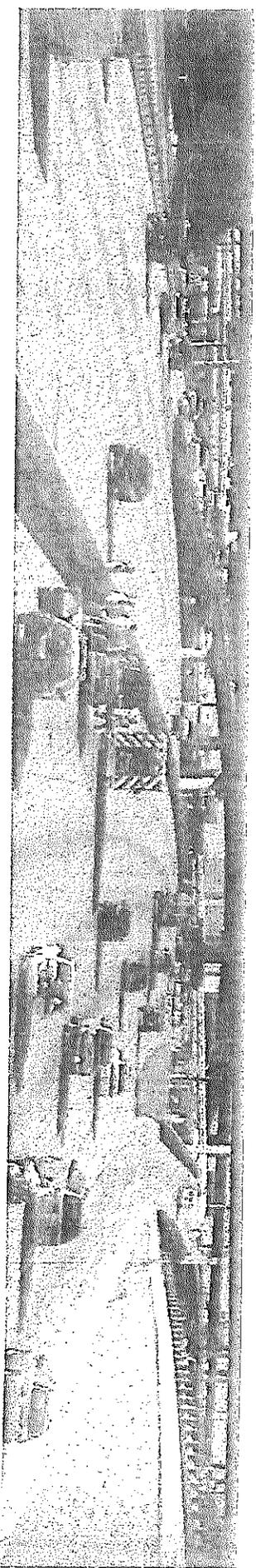
EXPIRES: 1/18/2018

Sherry White
Sherry White, President

Larry Muzannel
Larry Muzannel, Executive Director

COPY





National ITIM Responder Training
Program Completion Certificate

This acknowledges that

Mario A. Sanchez

has successfully completed the National Traffic Incident Management
Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Noe

David C. Noe

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 5/30/2016

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-------------------|------------|-------------------|------------|
| 0002895032-0001-5 | P685 | Tow Unit Operator | 05/19/2016 |

THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

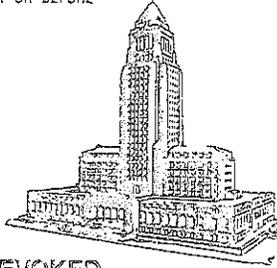
FILE NO. 143512

Valid Through 12/31/2016

MARIO ALBERTO SANCHEZ
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

I
S
S
U
E
D
T
O

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



BOARD OF
POLICE COMMISSIONERS

THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | |
|--|-----------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Carlos Humberto Reyes | DATE OF BIRTH 09/22/1961 |
|--|-----------------------------|

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 Charlie Reyes

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

N/A

| | |
|--------------------------------|------------------------------------|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Driver |
|--------------------------------|------------------------------------|

| | | | | |
|-----------------------------------|-------------|-------------------------------|--------------------|----------------------|
| DRIVER LICENSE NUMBER C5615021 | STATE CA | EXPIRATION DATE 09/22/2018 | LICENSE CLASS C | ENDORSEMENTS None |
|-----------------------------------|-------------|-------------------------------|--------------------|----------------------|

| | | |
|--|--|--|
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE N/A | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
|--|--|--|

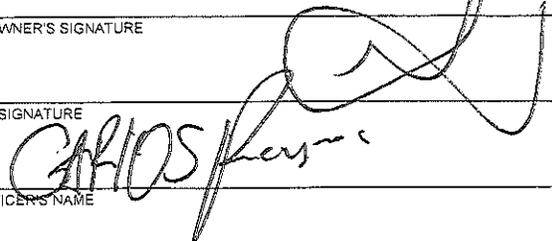
NUMBER OF YEARS EXPERIENCE AS A TOWTRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 31 Class B: 0 Class C: 0 Class D: 0

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

© The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | |
|---|-------------------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3/20/2016 |
|---|-------------------|

| | |
|--|-----------------|
| TOW DRIVER'S SIGNATURE CARLOS REYES | DATE 3.20.16 |
|--|-----------------|

| | | |
|--------------------------|-----------|------|
| RECEIVING OFFICER'S NAME | ID NUMBER | DATE |
| | | |

FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT

Carlos Reyes

HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL, I
ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

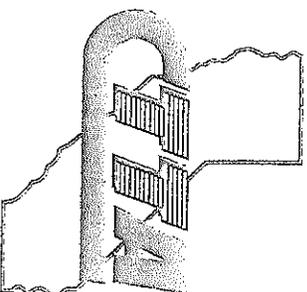
PRESENTED: 7/12/2015

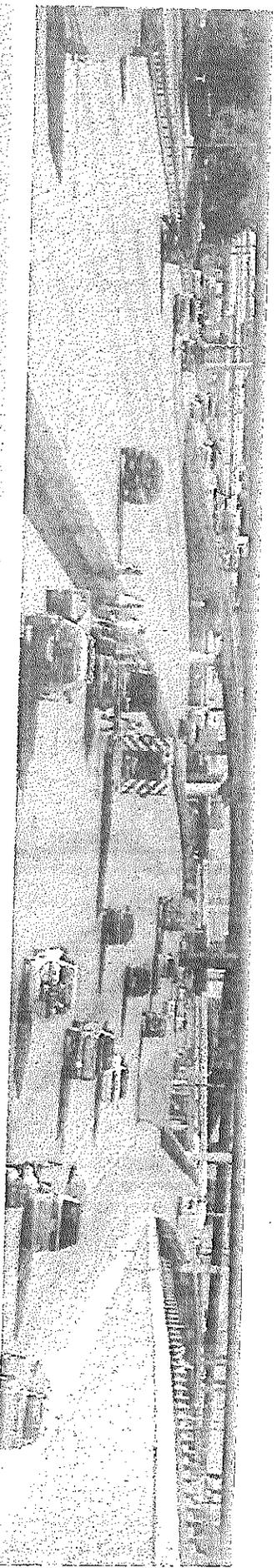
CERTIFICATE NO. LA1-23532

EXPIRES: 7/12/2018



Terry Warford Jr., President





National T/M Responder Training
Program Completion Certificate

This acknowledges that

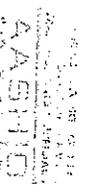
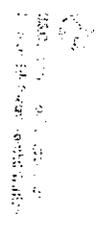
Carlos Reyes

has successfully completed the National Traffic Incident Management Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Noe

David C. Noe



DRIVER RECORD INFORMATION

DRIVER LICENSE OR ID CARD # **5615021** F.O. BATES NO. TYPE APP. DATE MISC. INFO. SUBMITTED BY REQUESTER REQ. CODE RECORD DATE
12 MO. DRIVER REC. CK238 100915

05360 REYES, CARLOS HUMBERTO

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED



10/28/15 *[Signature]*

INTIDATE SEX HEIGHT WEIGHT EYES HAIR DMV USE ONLY
92261 M 504 150 BROWN BLACK CL 12M 10/09 BLK PUL VOL REQ

DRIVER LICENSE INFORMATION

CLASS ISSUED EXPIRES EXT. RESTRICTIONS DUP. LIC. ISSUED LIC. HELD
C 091613 092218 2036

| ITEM | VIOLATION OR ACC. DATE | CONVICTION DATE | SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S) | STATUTE | COURT DISPOSITION | | DOCKET, CITATION OR FR FILE NUMBER | LOCATION OF COURT OR ACCIDENT REPORT NUMBER | VEHICLE LICENSE |
|------|------------------------|-----------------|---|---------|-------------------|-------------|------------------------------------|---|-----------------|
| | | | | | TYPE | JAIL OR CVA | | | |
| ABST | 050114 | 062414 | 21453A DMV POINT COUNT 1 | VC | | | CR78077 | 19463 LOS ANGELES | 7R90342 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

U S TOM INC
 MOSHE BEN DAYAN
 2119 E 25TH ST
 LOS ANGELES CA 90058

SEE REVERSE FOR EXPLANATION OF CODES

| DEPARTMENT ACTION | MAIL ORDER DATE | EFFECTIVE DATE | AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION | THRU DATE OR TERM | REASON FOR ACTION | SERVICE OF ORDER | | FR FILE NUMBER |
|-----------------------|-----------------|----------------|---|-------------------|-------------------|------------------|------|----------------|
| | | | | | | TYPE | DATE | |
| NONE TO REPORT | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 10/31/2015

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-------------------|------------|-------------------|------------|
| 0002536609-0001-8 | P685 | Tow Unit Operator | 01/19/2011 |

THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

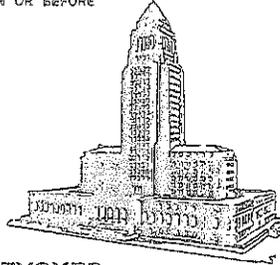
THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

FILE NO. 139106

CARLOS HUMBERTO REYES
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

Valid Through 12/31/2016

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



BOARD OF
POLICE COMMISSIONERS

THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

FORM 300-100-100

ISSUED TO

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | |
|--|------------------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Raul Marroquin | DATE OF BIRTH 11/18/1987 |
|--|------------------------------------|

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 N/A

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 N/A

| | | | |
|--|---|--|--|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Driver | | |
| DRIVER LICENSE NUMBER D6787372 | STATE CA | EXPIRATION DATE 11/18/2017 | LICENSE CLASS ENDORSEMENTS C |
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |

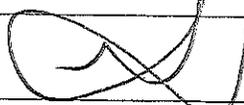
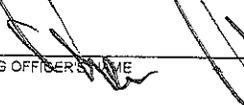
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 5 Class B: 0 Class C: 0 Class D: 0

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

• The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | |
|---|--------------------------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3/22/2016 |
| TOW DRIVER'S SIGNATURE  | DATE 3-22-16 |
| RECEIVING OFFICER'S NAME  | ID NUMBER |
| | DATE |

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT

Raul Marroquin

HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

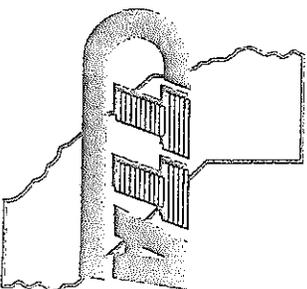
PRESENTED: 7/12/2015

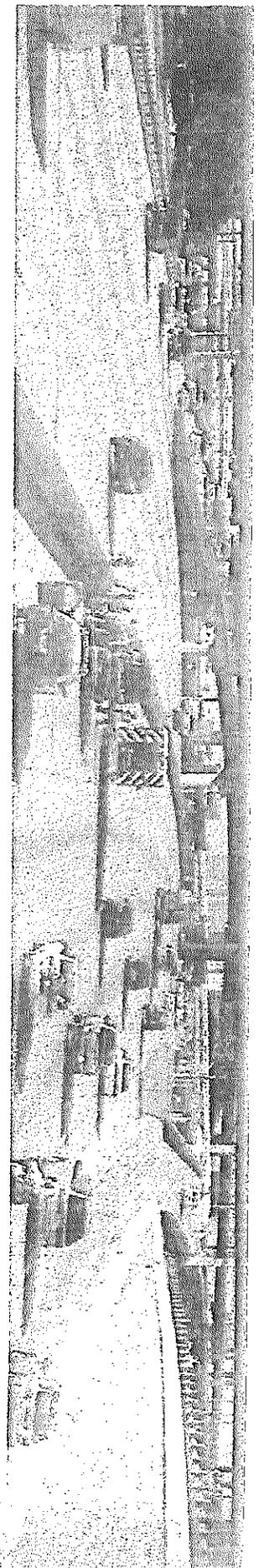
CERTIFICATE NO. LA1-23531

EXPIRES: 7/12/2018



Terry Warford Jr., President





National ITWA Responder Training
Program Completion Certificate

This acknowledges that

Paul Marroquin

has successfully completed the National Traffic Incident Management
Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Noe

DAVID C. NOE



AMERICAN ROAD & BUILDERS ASSOCIATION
1000 North 17th Street, Suite 1000
Tomball, TX 77375-2800

STAFF SOLUTIONS
1000 North 17th Street, Suite 1000
Tomball, TX 77375-2800

AMERICAN ROAD & BUILDERS ASSOCIATION
1000 North 17th Street, Suite 1000
Tomball, TX 77375-2800



DRIVER RECORD INFORMATION

DRIVER LICENSE NO. 5787372 F.O. BATES NO. TYPE APP. DATE MISC. INFO. SUBMITTED BY REQUESTER REQ. CODE RECORD DATE
 CK238 030416

12 MO. DRIVER REC. 07277 MARROQUINSALAZAR, RAUL M

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED



IRTHDATE SEX HEIGHT WEIGHT EYES HAIR
 11887 M 507 175 BROWN BLACK
 DMV USE ONLY
 CL 12M 03/04 BLK PUL
 VOL REQ

3/18/16

DRIVER LICENSE INFORMATION

CLASS ISSUED EXPIRES EXT. RESTRICTIONS DUP. LIC. ISSUED LIC. HELD
 C 110112 11817 RB1 2032

[Handwritten signature]

| ITEM | VIOLATION OR ACC. DATE | CONVICTION DATE | SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S) | STATUTE | COURT DISPOSITION | | | DOCKET, CITATION OR FR FILE NUMBER | LOCATION OF COURT OR ACCIDENT REPORT NUMBER | VEHICLE LICENSE |
|------|------------------------|-----------------|---|---------|-------------------|-------------|---------|------------------------------------|---|-----------------|
| | | | | | TYPE | JAIL OR CVA | AMT. | | | |
| ABST | 040313 | 100413 | 21656, 40508A, 40508A | VC | | | 10446QR | 36100 SN BERNARDINO | BR12466 | |
| ABST | 040813 | 072513 | 22350 DMV POINT COUNT | VC | | | C491350 | 19463 LOS ANGELES | 6YEF714 | |

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY
 SUBJECT ISSUED ID CARD 10/01/08 EXPIRES 11/18/13
 ID DUP OR NO FEE ISS 09/24/08

U S TOM INC
 MOSHE BEN DAYAN
 2119 E 25TH ST
 LOS ANGELES CA 90058

SEE REVERSE FOR EXPLANATION OF CODES

| DEPARTMENT ACTION | MAIL ORDER DATE | EFFECTIVE DATE | AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION | THRU DATE OR TERM | REASON FOR ACTION | SERVICE OF ORDER | | FR FILE NUMBER |
|-----------------------|-----------------|----------------|---|-------------------|-------------------|------------------|------|----------------|
| | | | | | | TYPE | DATE | |
| HOME TO REPORT | | | | | | | | |
| | | | | | | | | |

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 3/14/2015

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-------------------|------------|-------------------|------------|
| 0002798226-0001-2 | P685 | Tow Unit Operator | 02/26/2015 |

THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.

FILE NO. 142536

RAUL M MARROQUIN SALAZAR
US TOW
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125



Valid Through 12/31/2015

**BOARD OF
POLICE COMMISSIONERS**

**THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED**

ISSUED TO

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
IMPORTANT - READ REVERSE SIDE

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | | |
|---|--|-----------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Victor Arevalo | | DATE OF BIRTH 03/17/1984 |
| LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY) N/A | | |

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 N/A

| | | | |
|-----------------------------------|------------------------------------|-------------------------------|--------------------|
| COMPANY NAME U.S. Tow, Inc. | JOB TITLE/CLASSIFICATION Driver | | |
| DRIVER LICENSE NUMBER D3848458 | STATE CA | EXPIRATION DATE 03/17/2016 | LICENSE CLASS C |
| ENDORSEMENTS | | | |

| | | |
|--|-------------------------------------|--|
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
|--|-------------------------------------|--|

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

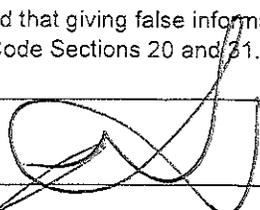
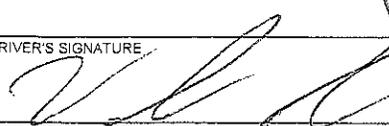
Class A: 6 Class B: 0 Class C: 0 Class D: 0

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

Ⓢ The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | | |
|---|-----------|-------------------|
| OPERATOR'S/OWNER'S SIGNATURE  | | DATE 3/22/2016 |
| TOW DRIVER'S SIGNATURE  | | DATE 3/22/2016 |
| RECEIVING OFFICER'S NAME | ID NUMBER | DATE |

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

Certificate of Completion

Presented to

VICTOR AREVALO

Operating Procedures Light Duty

AUGUST 23 2011

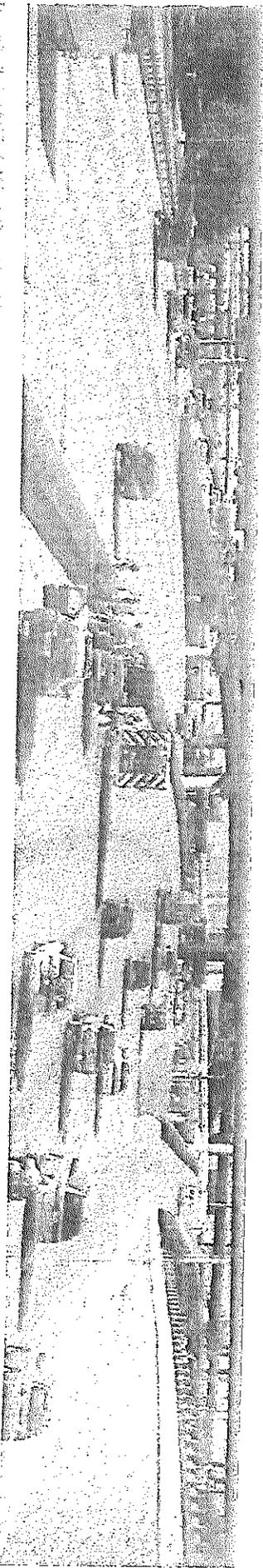
Date

Michael Smalley
Contract Station Instructor

John Braxton
Automotive Services Operations Manager



John Braxton
Contract Station Instruction Manager



National IIM Responder Training
Program Completion Certificate

This acknowledges that

Victor Arevalo

has successfully completed the National Traffic Incident Management
Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015



David C. Noe

POLICE COMMISSION PERMIT

CITY OF LOS ANGELES

ISSUED: 2/9/2016

| PERMIT NO. | FUND/CLASS | DESCRIPTION | GRANTED |
|-----------------|------------|-------------------|----------|
| 000276311300020 | P685 | Tow Unit Operator | 4/8/2015 |

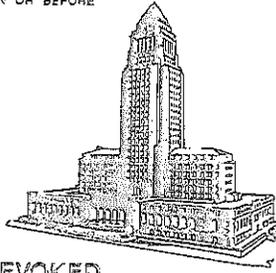
THE ANNUAL POLICE PERMIT FEE IS DUE AND PAYABLE NOVEMBER 1ST EACH YEAR AND IS DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31ST EACH YEAR.

THIS PERMIT IS NOT TRANSFERABLE AND IS GOOD AT LISTED ADDRESS ONLY.
FILE NO. 141875

VICTOR M AREVALO
US TOW INC
2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

2119 E 25TH STREET
LOS ANGELES, CA 90058-1125

THIS PERMIT IS GOOD UNTIL REVOKED,
SUSPENDED OR CANCELLED



Valid Through 12/31/2016

BOARD OF
POLICE COMMISSIONERS

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

| | | |
|--|--|-----------------------------|
| OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Stephanie Lynn McColgan | | DATE OF BIRTH 07/08/1963 |
|--|--|-----------------------------|

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
 N/A

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 N/A

| | | | |
|--|-------------|--|--------------------|
| COMPANY NAME U.S. Tow, Inc. | | JOB TITLE/CLASSIFICATION Manager | |
| DRIVER LICENSE NUMBER A5783339 | STATE CA | EXPIRATION DATE 07/08/2020 | LICENSE CLASS C |
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | ENDORSEMENTS None | |
| MEDICAL CERTIFICATE EXPIRATION DATE N/A | | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | |

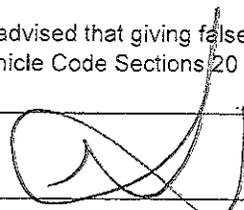
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 0 Class B: 0 Class C: 0 Class D: 0

| | |
|---|--|
| OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|---|--|

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 N/A

I certify the above information is true and correct, and no omissions have been made.

• The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | | |
|---|-------------------|------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE 3/20/2016 | |
| TOW DRIVER'S SIGNATURE  | DATE 3/20/2016 | |
| RECEIVING OFFICER'S NAME | ID NUMBER | DATE |

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 3-12) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Jose Eduardo Martin Loza DATE OF BIRTH: 04/12/1987

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
Eddie Martin
Lalo Martin

STATES LIVED IN, EXCLUDING CALIFORNIA DURING LAST SEVEN (7) YEARS
N/A

| | | | |
|--|--|--|-----------------------------|
| COMPANY NAME <u>U.S. Tow, Inc.</u> | JOB TITLE/CLASSIFICATION <u>Dispatcher/Driver</u> | | |
| DRIVER LICENSE NUMBER <u>F4977284</u> | STATE <u>CA</u> | EXPIRATION DATE <u>04/12/2017</u> | LICENSE CLASS <u>CM1</u> |
| MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | MEDICAL CERTIFICATE EXPIRATION DATE <u>N/A</u> | ENDORSEMENTS <u>NONE</u> | |
| | | OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 2 Class B: 0 Class C: 0 Class D: 0

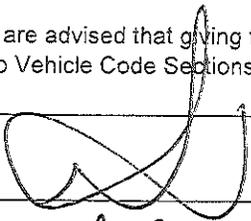
OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?
 YES NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
 YES NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
N/A

I certify the above information is true and correct, and no omissions have been made.

Ⓢ The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

| | |
|---|--------------------------|
| OPERATOR'S/OWNER'S SIGNATURE  | DATE <u>3/22/2016</u> |
| TOW DRIVER'S SIGNATURE <u>Jose Eduardo Martin Loza</u> | DATE <u>3-22-16</u> |
| RECEIVING OFFICER'S NAME | ID NUMBER |
| | DATE |

FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement

THIS CERTIFIES THAT

Jose E. Martin

HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

COPY

PRESENTED: 5/31/2014

CERTIFICATE NO. LA1-22311

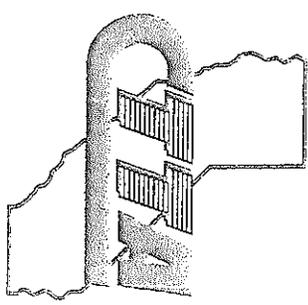
EXPIRES: 5/31/2017

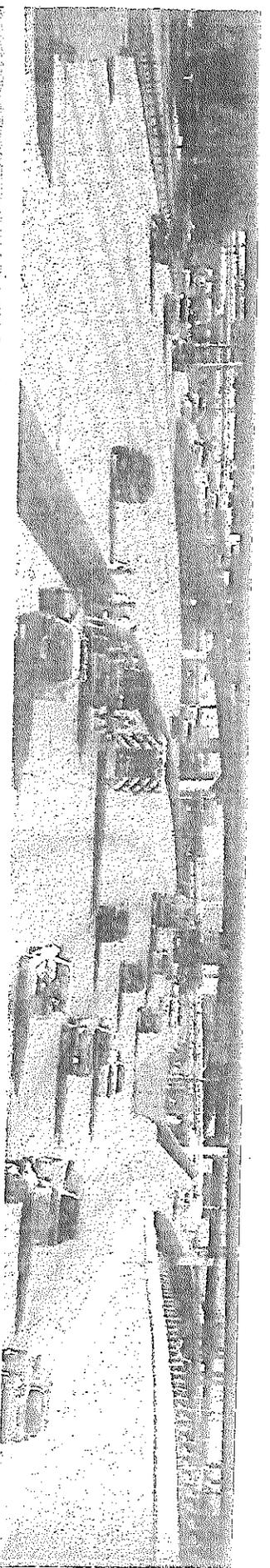
Sherry White

Sherry White, President

Larry Muzamel

Larry Muzamel, Executive Director





National IIM Responder Training
Program Completion Certificate

This acknowledges that

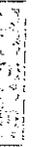
Jose E. Martin

has successfully completed the National Traffic Incident Management Responder Course and earned 4 Professional Development Hours (PDHs).

Date: October 17, 2015

David C. Noe

David C. Noe



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 2-13) OPI 061

LOW BOY TRAILER

| | | | | |
|--------------------|---|------------------------------------|--------------------------------------|-------------------------------------|
| AREA NUMBER 590 | COMPANY U.S. Tow, Inc. | CA NUMBER 116992 | DOT NUMBER | LEGEND P = Pass F = Fail |
| YEAR 2015 | MAKE LANDOLL | MODEL 440 | LICENSE NUMBER 4MK2344 | VIN 1LH440VH1F1021834 |
| GVWR 97,000 | EQUIPMENT TYPE (CHECK APPROPRIATE BOX) | | | |
| | <input type="checkbox"/> CONVENTIONAL | <input type="checkbox"/> UNDERLIFT | <input type="checkbox"/> TRUCK HITCH | <input type="checkbox"/> WHEEL LIFT |
| | <input checked="" type="checkbox"/> CAR CARRIER | | | |

**REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS**

| P | F | | CVC | P | F | | CVC |
|-----|---|------------------------------------|-------|-----|---|--------------------------------|-------|
| ✓ | | Current Registration | 4000 | ✓ | | Parking Brake | 26451 |
| N/A | | Headlights | 24400 | N/A | | Windshield | 26700 |
| ✓ | | Beam Indicator | 24408 | ✓ | | Windshield Wipers | 26706 |
| ✓ | | 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 | 27465 |
| ✓ | | 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 | ✓ | 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 |
| ✓ | Fuel in Approved Containers (Classes A and B) | ✓ | Tool Kit |
| ✓ | Booster Battery or Hot Box | ✓ | Reflective Safety Attire |

TOWING EQUIPMENT

| | | | |
|---|--|---|-------------------------------|
| ✓ | Manufacturer Rating Plates | ✓ | Wrecker Controls |
| ✓ | Controls Labeled | ✓ | Throttle Control |
| ✓ | 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) *J. KEE #16418*

DATE *03/23/2016*

TOW OPERATOR'S SIGNATURE *[Signature]* *130045*

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

| P | F | P | F |
|---|--|---|--|
| | Minimum 14,000 Pound GVWR Chassis | | Tow Sling "Minimum" 3,000 Pounds (if equipped) |
| | 4-Ton Boom Rating | | Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks |
| | One 4-Ton Snatch Block | | Two (2) Safety Chains 5/16" Alloy or OEM Specifications |
| | Tow Dolly (with wheel tie down straps) | | Wheel Lift Rating - Extended 3,000 Pounds |
| | Steering Wheel Securement Device | | Two (2) Crossbeams, (1) 4"x4"x60" and (1) 4"x4"x48"(Minimum) |
| | 100' 3/8" 6 x 19 Wire Rope or OEM Specifications | | |

CLASS A CAR CARRIER

| | | | |
|--|---|--|---|
| | Minimum 14,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | Adequate Crossbeams or Ramping Material |
| | Loading Bridle with J/T Hooks | | |

CLASS A CAR CARRIER TWO VEHICLE

| | | | |
|--|---|--|---|
| | Minimum 19,501 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| | Loading Bridle with J/T Hooks | | 2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | Adequate Crossbeams or Ramping Material |
| | Alloy/OEM Spec & Wheel Straps - Towed Vehicle | | |

CLASS E

| | | | |
|--|---|--|---|
| | Minimum 33,000 Pound GVWR Chassis | | Axle Covers/Caps |
| | 16-Ton Boom Rating | | Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped) |
| | 150' 7/16" 6 x 19 Wire Rope or OEM Specifications | | Two (2) 4"x6"x48" Crossbeams (minimum) |
| | Safety Chains 1/2" Alloy or OEM Specifications | | Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks |
| | Two 8-Ton Snatch Blocks | | Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended |
| | Air Brakes or Hydraulic W/Air Hookup Package | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Aluminum Tow Angles (Minimum 2) |

CLASS B CAR CARRIER

| | | | |
|--|---|--|---|
| | Minimum 33,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or OEM Specifications |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | 2 Safety Chains - 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle |
| | Loading Bridle with J/T Hooks | | Adequate Cross Beams or Ramping Material |
| | Steering Wheel Securement Device | | |

CLASS C

| | | | |
|--|--|--|--|
| | Minimum 48,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 25-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 200' 5/8" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped) |
| | Axle Covers/Caps | | Tow Sling 12,000 Pound Rating (if equipped) |

CLASS D

| | | | |
|---|--|---|--|
| ✓ | Minimum 52,000 Pound GVWR Chassis | ✓ | Tow Chains 5/8" Grade 70 or OEM Specifications |
| ✓ | 35-Ton Boom Rating | ✓ | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| ✓ | 250' 3/4" 6x19 Wire Rope or OEM Specifications | ✓ | Pintle Hook |
| ✓ | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | ✓ | Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended |
| ✓ | Two 12-Ton Snatch Blocks | ✓ | Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped) |
| ✓ | Air Brakes W/Air Hookup Package | ✓ | Aluminum Tow Angles (Minimum 2) |
| ✓ | Air Hoses and Fittings | ✓ | Safety Tie-Down Chains and Binders |
| ✓ | Steering Wheel Securement Device | ✓ | Tow Sling with 20,000 Pound Rating (if equipped) |
| ✓ | Axle Cover/Caps | ✓ | Under Lift / Fork Adapters w/Tie-Down Straps or Chains |

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 31.2 Annex EE)

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

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| | | | | |
|--------------------|--|------------------------------------|--------------------------------------|---|
| AREA NUMBER 590 | COMPANY U.S. Tow, Inc. | CA NUMBER 116992 | DOT NUMBER | LEGEND P = Pass F = Fail |
| YEAR 2015 | MAKE PETERBILT | MODEL 308 | LICENSE NUMBER 74680U1 | VIN 2NPNHM6X0FM298418 |
| GVWR 26,000 | EQUIPMENT TYPE (CHECK APPROPRIATE BOX) | | | |
| | <input type="checkbox"/> CONVENTIONAL | <input type="checkbox"/> UNDERLIFT | <input type="checkbox"/> TRUCK HITCH | <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER |

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

| P | F | | CVC | P | F | | CVC |
|---|---|------------------------------------|-----------|---|---|--------------------------------|-----------|
| ✓ | | Current Registration | 4000 CVC | ✓ | | Parking Brake | 26451 CVC |
| ✓ | | Headlights | 24400 CVC | ✓ | | Windshield | 26700 CVC |
| ✓ | | Beam Indicator | 24408 CVC | ✓ | | Windshield Wipers | 26706 CVC |
| ✓ | | Tail Lamps | 24600 CVC | ✓ | | Mirrors | 26709 CVC |
| ✓ | | License Plate Lamp | 24601 CVC | ✓ | | Horn | 27000 CVC |
| ✓ | | Stop Lamps | 24603 CVC | ✓ | | Exhaust System | 27150 CVC |
| ✓ | | Extension Lights | 24605 CVC | ✓ | | Fuel Cap | 27155 CVC |
| ✓ | | Backup Lamps (1969+) | 24606 CVC | ✓ | | Tire Tread | 27465 CVC |
| ✓ | | Reflectors, Rear | 24607 CVC | ✓ | | Fenders/Mud Guards | 27600 CVC |
| ✓ | | Reflectors, Front and Side (1968+) | 24608 CVC | ✓ | | Broom | 27700 CVC |
| ✓ | | Turn Signals | 24951 CVC | ✓ | | Shovel | 27700 CVC |
| ✓ | | Clearance Lamps (>80" Wide) | 25100 CVC | ✓ | | Fire Extinguisher 4B, C Rating | 27700 CVC |
| ✓ | | Amber Warning Lights | 25253 CVC | ✓ | | Safety Chains | 29004 CVC |
| ✓ | | Warning Devices (Reflectors) | 25300 CVC | ✓ | | Signs | 27907 CVC |
| ✓ | | Service Brakes | 26311 CVC | | | | |

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 | ✓ | | 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 |
| ✓ | | Fuel in Approved Containers (Classes A and B) | ✓ | | Tool Kit |
| ✓ | | Booster Battery or Hot Box | ✓ | | Reflective Safety Attire |

TOWING EQUIPMENT

| | | | | | |
|-----|--|--|---|--|-------------------------------|
| ✓ | | Manufacturer Rating Plates | ✓ | | Wrecker Controls |
| ✓ | | Controls Labeled | ✓ | | Throttle Control |
| N/A | | 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

| | | | | | |
|-----|--|---|-----|--|------------|
| N/A | | Tow Sling Assembly (Check for bent inner tubes) | N/A | | Sling Pads |
|-----|--|---|-----|--|------------|

CAR CARRIER

| | | | | | |
|---|--|-------------------|---|--|-----------------|
| ✓ | | Carrier Bed Frame | ✓ | | Bed Safety Lock |
| ✓ | | Bed Hinges | ✓ | | Slide Pads |
| ✓ | | Loading Bridle | | | |

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)
I. KEE #16418

DATE
03/23/2016

TOW OPERATOR'S SIGNATURE
130045

Destroy Previous Editions

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

| CLASS A | | CLASS A | |
|---------------------------------|--|---------|---|
| P | F | P | F |
| | Minimum 14,000 Pound GVWR Chassis | | Tow Sling "Minimum" 3,000 Pounds (if equipped) |
| | 4-Ton Boom Rating | | Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks |
| | One 4-Ton Snatch Block | | Two (2) Safety Chains 5/16" Alloy or OEM Specifications |
| | Tow Dolly (with wheel tie down straps) | | Wheel Lift Rating - Extended 3,000 Pounds |
| | Steering Wheel Securement Device | | Two (2) Crossbeams, (1) 4"x4"x60" and (1) 4"x4"x48"(Minimum) |
| | 100' 3/8" 6 x 19 Wire Rope or OEM Specifications | | |
| CLASS A/CAR CARRIER | | | |
| | Minimum 14,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | Adequate Crossbeams or Ramping Material |
| | Loading Bridle with J/T Hooks | | |
| CLASS A/CAR CARRIER/TWO VEHICLE | | | |
| ✓ | Minimum 19,501 Pound GVWR Chassis | ✓ | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| ✓ | Loading Bridle with J/T Hooks | ✓ | 2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh |
| ✓ | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | ✓ | Adequate Crossbeams or Ramping Material |
| ✓ | Alloy/OEM Spec & Wheel Straps - Towed Vehicle | | |
| CLASS B | | | |
| | Minimum 33,000 Pound GVWR Chassis | | Axle Covers/Caps |
| | 16-Ton Boom Rating | | Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped) |
| | 150' 7/16" 6 x 19 Wire Rope or OEM Specifications | | Two (2) 4"x6"x48" Crossbeams (minimum) |
| | Safety Chains 1/2" Alloy or OEM Specifications | | Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks |
| | Two 8-Ton Snatch Blocks | | Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended |
| | Air Brakes or Hydraulic W/Air Hookup Package | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Aluminum Tow Angles (Minimum 2) |
| CLASS B/CAR CARRIER | | | |
| | Minimum 33,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or OEM Specifications |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | 2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle |
| | Loading Bridle with J/T Hooks | | Adequate Cross Beams or Ramping Material |
| | Steering Wheel Securement Device | | |
| CLASS C | | | |
| | Minimum 48,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 25-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 200' 5/8" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped) |
| | Axle Covers/Caps | | Tow Sling 12,000 Pound Rating (if equipped) |
| CLASS D | | | |
| | Minimum 52,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 35-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 250' 3/4" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped) |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Tow Sling with 20,000 Pound Rating (if equipped) |
| | Axle Cover/Caps | | Under Lift / Fork Adapters w/Tie-Down Straps or Chains |

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

| 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 | | | |

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DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
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| | | | | |
|---|--|---------------------|---------------------------|-----------------------------|
| AREA NUMBER 590 | COMPANY U.S. Tow, Inc. | CA NUMBER 116992 | DOT NUMBER | LEGEND P = Pass F = Fail |
| YEAR 2010 | MAKE HINO | MODEL 258 | LICENSE NUMBER 8W17589 | VIN 5PYNJ8JN8A4S50303 |
| GVWR 26,000 | EQUIPMENT TYPE (CHECK APPROPRIATE BOX) | | | |
| <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER | | | | |

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

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

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 | ✓ | | 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 |
| ✓ | | Fuel in Approved Containers (Classes A and B) | ✓ | | Tool Kit |
| ✓ | | Booster Battery or Hot Box | ✓ | | Reflective Safety Attire |

TOWING EQUIPMENT

| | | | | | |
|-----|--|--|---|--|-------------------------------|
| ✓ | | Manufacturer Rating Plates | ✓ | | Wrecker Controls |
| ✓ | | Controls Labeled | ✓ | | Throttle Control |
| N/A | | 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 | N/A | | Claw |

CONVENTIONAL

| | | | | | |
|-----|--|---|-----|--|------------|
| N/A | | Tow Sling Assembly (Check for bent inner tubes) | N/A | | Sling Pads |
|-----|--|---|-----|--|------------|

CAR CARRIER

| | | | | | |
|---|--|-------------------|---|--|-----------------|
| ✓ | | Carrier Bed Frame | ✓ | | Bed Safety Lock |
| ✓ | | Bed Hinges | ✓ | | Slide Pads |
| ✓ | | Loading Bridle | | | |

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)

I. KEE #16418

DATE

03/23/2016

TOW OPERATOR'S SIGNATURE

130245

Destroy Previous Editions

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

| P | F | P | F |
|---|--|---|--|
| | Minimum 14,000 Pound GVWR Chassis | | Tow Sling "Minimum" 3,000 Pounds (if equipped) |
| | 4-Ton Boom Rating | | Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks |
| | One 4-Ton Snatch Block | | Two (2) Safety Chains 5/16" Alloy or OEM Specifications |
| | Tow Dolly (with wheel tie down straps) | | Wheel Lift Rating - Extended 3,000 Pounds |
| | Steering Wheel Securement Device | | Two (2) Crossbeams, (1) 4"x4"x60" and (1) 4"x4"x48"(Minimum) |
| | 100' 3/8" 6 x 19 Wire Rope or OEM Specifications | | |

CLASS A CAR CARRIER

| | | | |
|--|---|--|---|
| | Minimum 14,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | Adequate Crossbeams or Ramping Material |
| | Loading Bridle with J/T Hooks | | |

CLASS A CAR CARRIER TWO VEHICLE

| | | | |
|---|---|---|---|
| ✓ | Minimum 19,501 Pound GVWR Chassis | ✓ | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| ✓ | Loading Bridle with J/T Hooks | ✓ | 2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh |
| ✓ | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | ✓ | Adequate Crossbeams or Ramping Material |
| ✓ | Alloy/OEM Spec & Wheel Straps - Towed Vehicle | | |

CLASS B

| | | | |
|--|---|--|---|
| | Minimum 33,000 Pound GVWR Chassis | | Axle Covers/Caps |
| | 16-Ton Boom Rating | | Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped) |
| | 150' 7/16" 6 x 19 Wire Rope or OEM Specifications | | Two (2) 4"x6"x48" Crossbeams (minimum) |
| | Safety Chains 1/2" Alloy or OEM Specifications | | Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks |
| | Two 8-Ton Snatch Blocks | | Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended |
| | Air Brakes or Hydraulic W/Air Hookup Package | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Aluminum Tow Angles (Minimum 2) |

CLASS B CAR CARRIER

| | | | |
|--|---|--|---|
| | Minimum 33,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or OEM Specifications |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | 2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle |
| | Loading Bridle with J/T Hooks | | Adequate Cross Beams or Ramping Material |
| | Steering Wheel Securement Device | | |

CLASS C

| | | | |
|--|--|--|--|
| | Minimum 48,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 25-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 200' 5/8" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped) |
| | Axle Covers/Caps | | Tow Sling 12,000 Pound Rating (if equipped) |

CLASS D

| | | | |
|--|--|--|--|
| | Minimum 52,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 35-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 250' 3/4" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped) |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Tow Sling with 20,000 Pound Rating (if equipped) |
| | Axle Cover/Caps | | Under Lift / Fork Adapters w/Tie-Down Straps or Chains |

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HRM 81-2 Annex EE)

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

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 2-13) OPI 061

| | | | | |
|---|--|---------------------|---------------------------|-----------------------------|
| AREA NUMBER 590 | COMPANY U.S. Tow, Inc. | CA NUMBER 116992 | DOT NUMBER | LEGEND P = Pass F = Fail |
| YEAR 2015 | MAKE PETERBILT | MODEL 330 | LICENSE NUMBER 88729P1 | VIN 2NKH1HM7XXPM439593 |
| GVWR 33,000 | EQUIPMENT TYPE (CHECK APPROPRIATE BOX) | | | |
| <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input checked="" type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER | | | | |

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

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

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 | N/A | | Lockout Tools (Classes A and B) |
| ✓ | | Shop Rags or Paper Towels | N/A | | Motorcycle Straps (Class A) |
| ✓ | | Shop to Truck Communications (Cell phones / 2-way radio) | ✓ | | Sledge Hammer |
| ✓ | | Fuel in Approved Containers (Classes A and B) | ✓ | | Tool Kit |
| ✓ | | Booster Battery or Hot Box | ✓ | | Reflective Safety Attire |

TOWING EQUIPMENT

| | | | | | |
|---|--|--|---|--|-------------------------------|
| ✓ | | Manufacturer Rating Plates | ✓ | | Wrecker Controls |
| ✓ | | Controls Labeled | ✓ | | Throttle Control |
| ✓ | | 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 | N/A | | Claw |

CONVENTIONAL

| | | | | | |
|-----|--|---|-----|--|------------|
| N/A | | Tow Sling Assembly (Check for bent inner tubes) | N/A | | Sling Pads |
|-----|--|---|-----|--|------------|

CAR CARRIER

| | | | | | |
|-----|--|-------------------|-----|--|-----------------|
| N/A | | Carrier Bed Frame | N/A | | Bed Safety Lock |
| N/A | | Bed Hinges | N/A | | Slide Pads |
| N/A | | Loading Bridle | N/A | | |

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)

I. KEE #16418

DATE

03/23/2016

TOW OPERATOR'S SIGNATURE

130045

Destroy Previous Editions

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

| CLASS A | | | |
|----------------------------------|--|---|---|
| P | F | P | F |
| | Minimum 14,000 Pound GVWR Chassis | | Tow Sling "Minimum" 3,000 Pounds (if equipped) |
| | 4-Ton Boom Rating | | Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks |
| | One 4-Ton Snatch Block | | Two (2) Safety Chains 5/16" Alloy or OEM Specifications |
| | Tow Dolly (with wheel tie down straps) | | Wheel Lift Rating - Extended 3,000 Pounds |
| | Steering Wheel Securement Device | | Two (2) Crossbeams, (1) 4"x4"x60" and (1) 4"x4"x48"(Minimum) |
| | 100' 3/8" 6 x 19 Wire Rope or OEM Specifications | | |
| CLASS A: CAR CARRIER | | | |
| | Minimum 14,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | Adequate Crossbeams or Ramping Material |
| | Loading Bridle with J/T Hooks | | |
| CLASS A: CAR CARRIER/TWO VEHICLE | | | |
| | Minimum 19,501 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| | Loading Bridle with J/T Hooks | | 2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | Adequate Crossbeams or Ramping Material |
| | Alloy/OEM Spec & Wheel Straps - Towed Vehicle | | |
| CLASS B | | | |
| | Minimum 33,000 Pound GVWR Chassis | | Axle Covers/Caps |
| | 16-Ton Boom Rating | | Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped) |
| | 150' 7/16" 6 x 19 Wire Rope or OEM Specifications | | Two (2) 4"x6"x48" Crossbeams (minimum) |
| | Safety Chains 1/2" Alloy or OEM Specifications | | Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks |
| | Two 8-Ton Snatch Blocks | | Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended |
| | Air Brakes or Hydraulic W/Air Hookup Package | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Aluminum Tow Angles (Minimum 2) |
| CLASS B: CAR CARRIER | | | |
| ✓ | Minimum 33,000 Pound GVWR Chassis | ✓ | 4 Safety Chains 5/16" Grade 70 or OEM Specifications |
| ✓ | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | ✓ | 2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle |
| ✓ | Loading Bridle with J/T Hooks | ✓ | Adequate Cross Beams or Ramping Material |
| ✓ | Steering Wheel Securement Device | | |
| CLASS C | | | |
| | Minimum 48,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 25-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 200' 5/8" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped) |
| | Axle Covers/Caps | | Tow Sling 12,000 Pound Rating (if equipped) |
| CLASS D | | | |
| | Minimum 52,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 35-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 250' 3/4" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped) |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Tow Sling with 20,000 Pound Rating (if equipped) |
| | Axle Cover/Caps | | Under Lift/ Fork Adapters w/Tie-Down Straps or Chains |

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM:81.2 Annex EE)

| 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 | | |

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

| CLASS A | | | |
|---------------------------------|---|--|---|
| P | F | | |
| | | Minimum 14,000 Pound GVWR Chassis | Tow Sling "Minimum" 3,000 Pounds (if equipped) |
| | | 4-Ton Boom Rating | Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks |
| | | One 4-Ton Snatch Block | Two (2) Safety Chains 5/16" Alloy or OEM Specifications |
| | | Tow Dolly (with wheel tie down straps) | Wheel Lift Rating - Extended 3,000 Pounds |
| | | Steering Wheel Securement Device | Two (2) Crossbeams, (1) 4"x4"x60" and (1) 4"x4"x48" (Minimum) |
| | | 100' 3/8" 6 x 19 Wire Rope or OEM Specifications | |
| CLASS A-CAR CARRIER | | | |
| | | Minimum 14,000 Pound GVWR Chassis | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| | | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | Adequate Crossbeams or Ramping Material |
| | | Loading Bridle with J/T Hooks | |
| CLASS A-CAR CARRIER-TWO VEHICLE | | | |
| ✓ | | Minimum 19,501 Pound GVWR Chassis | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| ✓ | | Loading Bridle with J/T Hooks | 2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh |
| ✓ | | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | Adequate Crossbeams or Ramping Material |
| ✓ | | Alloy/OEM Spec & Wheel Straps - Towed Vehicle | |
| CLASS B | | | |
| | | Minimum 33,000 Pound GVWR Chassis | Axle Covers/Caps |
| | | 16-Ton Boom Rating | Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped) |
| | | 150' 7/16" 6 x 19 Wire Rope or OEM Specifications | Two (2) 4"x6"x48" Crossbeams (minimum) |
| | | Safety Chains 1/2" Alloy or OEM Specifications | Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks |
| | | Two 8-Ton Snatch Blocks | Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended |
| | | Air Brakes or Hydraulic W/Air Hookup Package | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | | Air Hoses and Fittings | Safety Tie-Down Chains and Binders |
| | | Steering Wheel Securement Device | Aluminum Tow Angles (Minimum 2) |
| CLASS B-CAR CARRIER | | | |
| | | Minimum 33,000 Pound GVWR Chassis | 4 Safety Chains 5/16" Grade 70 or OEM Specifications |
| | | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | 2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle |
| | | Loading Bridle with J/T Hooks | Adequate Cross Beams or Ramping Material |
| | | Steering Wheel Securement Device | |
| CLASS C | | | |
| | | Minimum 48,000 Pound GVWR Chassis | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | | 25-Ton Boom Rating | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | | 200' 5/8" 6x19 Wire Rope or OEM Specifications | Pintle Hook |
| | | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended |
| | | Two 12-Ton Snatch Blocks | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | | Air Brakes W/Air Hookup Package | Aluminum Tow Angles (Minimum 2) |
| | | Air Hoses and Fittings | Safety Tie-Down Chains and Binders |
| | | Steering Wheel Securement Device | Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped) |
| | | Axle Covers/Caps | Tow Sling 12,000 Pound Rating (if equipped) |
| CLASS D | | | |
| | | Minimum 52,000 Pound GVWR Chassis | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | | 35-Ton Boom Rating | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | | 250' 3/4" 6x19 Wire Rope or OEM Specifications | Pintle Hook |
| | | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended |
| | | Two 12-Ton Snatch Blocks | Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped) |
| | | Air Brakes W/Air Hookup Package | Aluminum Tow Angles (Minimum 2) |
| | | Air Hoses and Fittings | Safety Tie-Down Chains and Binders |
| | | Steering Wheel Securement Device | Tow Sling with 20,000 Pound Rating (if equipped) |
| | | Axle Cover/Caps | Under Lift / Fork Adapters w/Tie-Down Straps or Chains |

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81/2 Annex EE)

| 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 | | | |

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 2-13) OPI 061

| | | | | |
|---|--|---------------------|---------------------------|-----------------------------|
| AREA NUMBER 590 | COMPANY U.S. Tow, Inc. | CA NUMBER 116992 | DOT NUMBER | LEGEND P = Pass F = Fail |
| YEAR 2006 | MAKE KW | MODEL T-300 | LICENSE NUMBER 8A89032 | VIN 2NKMHZ6X76M154251 |
| GVWR 26,000 | EQUIPMENT TYPE (CHECK APPROPRIATE BOX) | | | |
| <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER | | | | |

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

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

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 | ✓ | | 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 |
| ✓ | | Fuel in Approved Containers (Classes A and B) | ✓ | | Tool Kit |
| ✓ | | Booster Battery or Hot Box | ✓ | | Reflective Safety Attire |

TOWING EQUIPMENT

| | | | | | |
|---|--|--|---|--|-------------------------------|
| ✓ | | Manufacturer Rating Plates | ✓ | | Wrecker Controls |
| ✓ | | Controls Labeled | ✓ | | Throttle Control |
| ✓ | | 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)

I. K. 1258 #16418

DATE

03/23/2016

TOW OPERATOR'S SIGNATURE

130045

Destroy Previous Editions

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

| CLASS A | | CLASS A | |
|---------------------------------|--|---------|---|
| P | F | P | F |
| | Minimum 14,000 Pound GVWR Chassis | | Tow Sling "Minimum" 3,000 Pounds (if equipped) |
| | 4-Ton Boom Rating | | Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks |
| | One 4-Ton Snatch Block | | Two (2) Safety Chains 5/16" Alloy or OEM Specifications |
| | Tow Dolly (with wheel tie down straps) | | Wheel Lift Rating - Extended 3,000 Pounds |
| | Steering Wheel Securement Device | | Two (2) Crossbeams, (1) 4"x4"x60" and (1) 4"x4"x48"(Minimum) |
| | 100' 3/8" 6 x 19 Wire Rope or OEM Specifications | | |
| CLASS A CAR CARRIER | | | |
| | Minimum 14,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | Adequate Crossbeams or Ramping Material |
| | Loading Bridle with J/T Hooks | | |
| CLASS A CAR CARRIER TWO VEHICLE | | | |
| ✓ | Minimum 19,501 Pound GVWR Chassis | ✓ | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| ✓ | Loading Bridle with J/T Hooks | ✓ | 2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh |
| ✓ | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | ✓ | Adequate Crossbeams or Ramping Material |
| ✓ | Alloy/OEM Spec & Wheel Straps - Towed Vehicle | | |
| CLASS B | | | |
| | Minimum 33,000 Pound GVWR Chassis | | Axle Covers/Caps |
| | 16-Ton Boom Rating | | Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped) |
| | 150' 7/16" 6 x 19 Wire Rope or OEM Specifications | | Two (2) - 4"x6"x48" Crossbeams (minimum) |
| | Safety Chains 1/2" Alloy or OEM Specifications | | Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks |
| | Two 8-Ton Snatch Blocks | | Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended |
| | Air Brakes or Hydraulic W/Air Hookup Package | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Aluminum Tow Angles (Minimum 2) |
| CLASS B CAR CARRIER | | | |
| | Minimum 33,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or OEM Specifications |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | 2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle |
| | Loading Bridle with J/T Hooks | | Adequate Cross Beams or Ramping Material |
| | Steering Wheel Securement Device | | |
| CLASS C | | | |
| | Minimum 48,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 25-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 200' 5/8" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped) |
| | Axle Covers/Caps | | Tow Sling 12,000 Pound Rating (if equipped) |
| CLASS D | | | |
| | Minimum 52,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 35-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 250' 3/4" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped) |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Tow Sling with 20,000 Pound Rating (if equipped) |
| | Axle Cover/Caps | | Under Lift / Fork Adapters w/Tie-Down Straps or Chains |

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

| 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 | | | |

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 2-13) OPI 061

| | | | | |
|--------------------|--|------------------------------------|--------------------------------------|---|
| AREA NUMBER 590 | COMPANY U.S. Tow, Inc. | CA NUMBER 116992 | DOT NUMBER | LEGEND P = Pass F = Fail |
| YEAR 2005 | MAKE KW | MODEL T-300 | LICENSE NUMBER 7T15524 | VIN 2NKMZH6X05M098216 |
| GVWR 26,000 | EQUIPMENT TYPE (CHECK APPROPRIATE BOX) | | | |
| | <input type="checkbox"/> CONVENTIONAL | <input type="checkbox"/> UNDERLIFT | <input type="checkbox"/> TRUCK HITCH | <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER |

**REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS**

| P | F | | | P | F | | |
|---|---|------------------------------------|-----------|---|---|--------------------------------|-----------|
| ✓ | | Current Registration | 4000 CVC | ✓ | | Parking Brake | 26451 CVC |
| ✓ | | Headlights | 24400 CVC | ✓ | | Windshield | 26700 CVC |
| ✓ | | Beam Indicator | 24408 CVC | ✓ | | Windshield Wipers | 26706 CVC |
| ✓ | | Tail Lamps | 24600 CVC | ✓ | | Mirrors | 26709 CVC |
| ✓ | | License Plate Lamp | 24601 CVC | ✓ | | Horn | 27000 CVC |
| ✓ | | Stop Lamps | 24603 CVC | ✓ | | Exhaust System | 27150 CVC |
| ✓ | | Extension Lights | 24605 CVC | ✓ | | Fuel Cap | 27155 CVC |
| ✓ | | Backup Lamps (1969+) | 24606 CVC | ✓ | | Tire Tread | 27465 CVC |
| ✓ | | Reflectors, Rear | 24607 CVC | ✓ | | Fenders/Mud Guards | 27600 CVC |
| ✓ | | Reflectors, Front and Side (1968+) | 24608 CVC | ✓ | | Broom | 27700 CVC |
| ✓ | | Turn Signals | 24951 CVC | ✓ | | Shovel | 27700 CVC |
| ✓ | | Clearance Lamps (>80" Wide) | 25100 CVC | ✓ | | Fire Extinguisher 4B, C Rating | 27700 CVC |
| ✓ | | Amber Warning Lights | 25253 CVC | ✓ | | Safety Chains | 29004 CVC |
| ✓ | | Warning Devices (Reflectors) | 25300 CVC | ✓ | | Signs | 27907 CVC |
| ✓ | | Service Brakes | 26311 CVC | | | | |

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 | ✓ | 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 |
| ✓ | Fuel in Approved Containers (Classes A and B) | ✓ | Tool Kit |
| ✓ | Booster Battery or Hot Box | ✓ | Reflective Safety Attire |

TOWING EQUIPMENT

| | | | |
|-----|--|---|-------------------------------|
| ✓ | Manufacturer Rating Plates | ✓ | Wrecker Controls |
| ✓ | Controls Labeled | ✓ | Throttle Control |
| N/A | 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 | N/A | Claw |

CONVENTIONAL

| | | | |
|-----|---|-----|------------|
| N/A | Tow Sling Assembly (Check for bent inner tubes) | N/A | Sling Pads |
|-----|---|-----|------------|

CAR CARRIER

| | | | |
|---|-------------------|---|-----------------|
| ✓ | Carrier Bed Frame | ✓ | Bed Safety Lock |
| ✓ | Bed Hinges | ✓ | Slide Pads |
| ✓ | Loading Bridle | | |

COMMENTS

| | | |
|---|---------------------------|---|
| INSPECTED BY (NAME & I.D. NUMBER) J. KEE #16418 | DATE 03/23/2016 | TOW OPERATOR'S SIGNATURE [Signature] 130045 |
|---|---------------------------|---|

Destroy Previous Editions

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

| CLASS A | | CLASS A | |
|---------------------------------|--|---------------------------------|---|
| P | F | P | F |
| | Minimum 14,000 Pound GVWR Chassis | | Tow Sling "Minimum" 3,000 Pounds (if equipped) |
| | 4-Ton Boom Rating | | Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks |
| | One 4-Ton Snatch Block | | Two (2) Safety Chains 5/16" Alloy or OEM Specifications |
| | Tow Dolly (with wheel tie down straps) | | Wheel Lift Rating - Extended 3,000 Pounds |
| | Steering Wheel Securement Device | | Two (2) Crossbeams, (1) 4"x4"x60" and (1) 4"x4"x48"(Minimum) |
| | 100' 3/8" 6 x 19 Wire Rope or OEM Specifications | | |
| CLASS A CAR CARRIER | | CLASS A CAR CARRIER | |
| | Minimum 14,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | Adequate Crossbeams or Ramping Material |
| | Loading Bridle with J/T Hooks | | |
| CLASS A CAR CARRIER/TWO VEHICLE | | CLASS A CAR CARRIER/TWO VEHICLE | |
| ✓ | Minimum 19,501 Pound GVWR Chassis | ✓ | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets |
| ✓ | Loading Bridle with J/T Hooks | ✓ | 2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh |
| ✓ | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | ✓ | Adequate Crossbeams or Ramping Material |
| ✓ | Alloy/OEM Spec & Wheel Straps - Towed Vehicle | | |
| CLASS B | | CLASS B | |
| | Minimum 33,000 Pound GVWR Chassis | | Axle Covers/Caps |
| | 16-Ton Boom Rating | | Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped) |
| | 150' 7/16" 6 x 19 Wire Rope or OEM Specifications | | Two (2) 4"x6"x48" Crossbeams (minimum) |
| | Safety Chains 1/2" Alloy or OEM Specifications | | Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks |
| | Two 8-Ton Snatch Blocks | | Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended |
| | Air Brakes or Hydraulic W/Air Hookup Package | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Aluminum Tow Angles (Minimum 2) |
| CLASS B CAR CARRIER | | CLASS B CAR CARRIER | |
| | Minimum 33,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or OEM Specifications |
| | 50' 3/8" 6 x 19 Wire Rope or OEM Specifications | | 2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle |
| | Loading Bridle with J/T Hooks | | Adequate Cross Beams or Ramping Material |
| | Steering Wheel Securement Device | | |
| CLASS C | | CLASS C | |
| | Minimum 48,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 25-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 200' 5/8" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped) |
| | Axle Covers/Caps | | Tow Sling 12,000 Pound Rating (if equipped) |
| CLASS D | | CLASS D | |
| | Minimum 52,000 Pound GVWR Chassis | | Tow Chains 5/8" Grade 70 or OEM Specifications |
| | 35-Ton Boom Rating | | Two (2) 4"x6"x48" Crossbeams (Minimum) |
| | 250' 3/4" 6x19 Wire Rope or OEM Specifications | | Pintle Hook |
| | Two (2) Safety Chains 5/8" Alloy or OEM Specifications | | Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended |
| | Two 12-Ton Snatch Blocks | | Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped) |
| | Air Brakes W/Air Hookup Package | | Aluminum Tow Angles (Minimum 2) |
| | Air Hoses and Fittings | | Safety Tie-Down Chains and Binders |
| | Steering Wheel Securement Device | | Tow Sling with 20,000 Pound Rating (if equipped) |
| | Axle Cover/Caps | | Under Lift / Fork Adapters w/Tie-Down Straps or Chains |

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

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

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 2-13) CPI 061

| | | | | |
|-------------------|--|------------------------------------|--------------------------------------|--|
| REA NUMBER 590 | COMPANY U.S. Tow, Inc. | CA NUMBER 116992 | DOT NUMBER | LEGEND P = Pass F = Fail |
| YEAR 2009 | MAKE Dodge | MODEL 5500 | LICENSE NUMBER 8S49808 | VIN 3D6WC76L69G555937 |
| GVWR 20,000 | EQUIPMENT TYPE (CHECK APPROPRIATE BOX) | | | |
| | <input type="checkbox"/> CONVENTIONAL | <input type="checkbox"/> UNDERLIFT | <input type="checkbox"/> TRUCK HITCH | <input checked="" type="checkbox"/> WHEEL LIFT |
| | | | | <input type="checkbox"/> CAR CARRIER |

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

| P | F | | | P | F | | |
|---|---|------------------------------------|-----------|---|---|--------------------------------|-----------|
| ✓ | | Current Registration | 4000 CVC | ✓ | | Parking Brake | 26451 CVC |
| ✓ | | Headlights | 24400 CVC | ✓ | | Windshield | 26700 CVC |
| ✓ | | Beam Indicator | 24408 CVC | ✓ | | Windshield Wipers | 26706 CVC |
| ✓ | | Tail Lamps | 24600 CVC | ✓ | | Mirrors | 26709 CVC |
| ✓ | | License Plate Lamp | 24601 CVC | ✓ | | Horn | 27000 CVC |
| ✓ | | Stop Lamps | 24603 CVC | ✓ | | Exhaust System | 27150 CVC |
| ✓ | | Extension Lights | 24605 CVC | ✓ | | Fuel Cap | 27155 CVC |
| ✓ | | Backup Lamps (1969+) | 24606 CVC | ✓ | | Tire Tread | 27465 CVC |
| ✓ | | Reflectors, Rear | 24607 CVC | ✓ | | Fenders/Mud Guards | 27600 CVC |
| ✓ | | Reflectors, Front and Side (1968+) | 24608 CVC | ✓ | | Broom | 27700 CVC |
| ✓ | | Turn Signals | 24951 CVC | ✓ | | Shovel | 27700 CVC |
| ✓ | | Clearance Lamps (>80" Wide) | 25100 CVC | ✓ | | Fire Extinguisher 4B, C Rating | 27700 CVC |
| ✓ | | Amber Warning Lights | 25253 CVC | ✓ | | Safety Chains | 29004 CVC |
| ✓ | | Warning Devices (Reflectors) | 25300 CVC | ✓ | | Signs | 27907 CVC |
| ✓ | | Service Brakes | 26311 CVC | | | | |

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 | | ✓ | | 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 | |
| ✓ | | Fuel in Approved Containers (Classes A and B) | | ✓ | | Tool Kit | |
| ✓ | | Booster Battery or Hot Box | | ✓ | | Reflective Safety Attire | |

TOWING EQUIPMENT

| | | | | | | | |
|---|--|--|----------------|---|--|-------------------------------|--|
| ✓ | | Manufacturer Rating Plates | | ✓ | | Wrecker Controls | |
| ✓ | | Controls Labeled | | ✓ | | Throttle Control | |
| ✓ | | 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 | | N/A | | "L" Arms | |
| ✓ | | Wheel Lift Tie Down Safety Straps or Chains | | ✓ | | Claw | |

CONVENTIONAL

| | | | | | | | |
|-----|--|---|--|-----|--|------------|--|
| N/A | | Tow Sling Assembly (Check for bent inner tubes) | | N/A | | Sling Pads | |
|-----|--|---|--|-----|--|------------|--|

CAR CARRIER

| | | | | | | | |
|-----|--|-------------------|--|-----|--|-----------------|--|
| N/A | | Carrier Bed Frame | | N/A | | Bed Safety Lock | |
| ✓ | | Bed Hinges | | ✓ | | Slide Pads | |
| | | Loading Bridle | | | | | |

COMMENTS

| | | |
|--|--------------------|------------------------------------|
| INSPECTED BY (NAME & I.D. NUMBER) I. KEE #16418 | DATE 03/23/2016 | TOW OPERATOR'S SIGNATURE 130045 |
|--|--------------------|------------------------------------|

Destroy Previous Editions

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 2-13) OPI 061

| | | | | |
|--------------------|---|---------------------|---------------------------|-----------------------------|
| AREA NUMBER 590 | COMPANY U.S. Tow, Inc. | CA NUMBER 116992 | DOT NUMBER | LEGEND P = Pass F = Fail |
| YEAR 2005 | MAKE FORD | MODEL F-550 | LICENSE NUMBER 7T59058 | VIN 1FDAP56P55EB89089 |
| GVWR 20,000 | EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input checked="" type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER | | | |

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

| P | F | | | P | F | | |
|---|---|------------------------------------|-----------|---|---|--------------------------------|-----------|
| ✓ | | Current Registration | 4000 CVC | ✓ | | Parking Brake | 26451 CVC |
| ✓ | | Headlights | 24400 CVC | ✓ | | Windshield | 26700 CVC |
| ✓ | | Beam Indicator | 24408 CVC | ✓ | | Windshield Wipers | 26706 CVC |
| ✓ | | Tail Lamps | 24600 CVC | ✓ | | Mirrors | 26709 CVC |
| ✓ | | License Plate Lamp | 24601 CVC | ✓ | | Horn | 27000 CVC |
| ✓ | | Stop Lamps | 24603 CVC | ✓ | | Exhaust System | 27150 CVC |
| ✓ | | Extension Lights | 24605 CVC | ✓ | | Fuel Cap | 27155 CVC |
| ✓ | | Backup Lamps (1969+) | 24606 CVC | ✓ | | Tire Tread | 27465 CVC |
| ✓ | | Reflectors, Rear | 24607 CVC | ✓ | | Fenders/Mud Guards | 27600 CVC |
| ✓ | | Reflectors, Front and Side (1968+) | 24608 CVC | ✓ | | Broom | 27700 CVC |
| ✓ | | Turn Signals | 24951 CVC | ✓ | | Shovel | 27700 CVC |
| ✓ | | Clearance Lamps (>80" Wide) | 25100 CVC | ✓ | | Fire Extinguisher 4B, C Rating | 29004 CVC |
| ✓ | | Amber Warning Lights | 25253 CVC | ✓ | | Safety Chains | 29007 CVC |
| ✓ | | Warning Devices (Reflectors) | 25300 CVC | ✓ | | Signs | |
| ✓ | | Service Brakes | 26311 CVC | | | | |

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 | ✓ | 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 |
| ✓ | Fuel in Approved Containers (Classes A and B) | ✓ | Tool Kit |
| ✓ | Booster Battery or Hot Box | ✓ | Reflective Safety Attire |

TOWING EQUIPMENT

| | | | |
|---|--|---|-------------------------------|
| ✓ | Manufacturer Rating Plates | ✓ | Wrecker Controls |
| ✓ | Controls Labeled | ✓ | Throttle Control |
| ✓ | 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 | N/A | "L" Arms |
| ✓ | Wheel Lift Tie Down Safety Straps or Chains | ✓ | Claw |

CONVENTIONAL

| | | | |
|-----|---|-----|------------|
| N/A | Tow Sling Assembly (Check for bent inner tubes) | N/A | Sling Pads |
|-----|---|-----|------------|

CAR CARRIER

| | | | |
|-----|-------------------|-----|-----------------|
| N/A | Carrier Bed Frame | N/A | Bed Safety Lock |
| ✓ | Bed Hinges | ✓ | Slide Pads |
| ✓ | Loading Bridle | ✓ | |

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)

I. KEE #16418

DATE

03/23/2016

TOW OPERATOR'S SIGNATURE

[Signature] 130045

Destroy Previous Editions

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

| CLASS A | | CLASS A/CAR CARRIER | | CLASS A/CAR CARRIER/TWO VEHICLE | | CLASS B | | CLASS C | | CLASS D | |
|--|---|---|---|---|---|--|---|--|---|--|---|
| P | F | P | F | P | F | P | F | P | F | P | F |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Minimum 14,000 Pound GVWR Chassis | | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets | | 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets | | 4 Safety Chains 5/16" Grade 70 or OEM Specifications | | Tow Chains 5/8" Grade 70 or OEM Specifications | | Tow Chains 5/8" Grade 70 or OEM Specifications | |
| 4-Ton Boom Rating | | Adequate Crossbeams or Ramping Material | | 2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh | | Two (2) 4"x6"x48" Crossbeams (Minimum) | | Two (2) 4"x6"x48" Crossbeams (Minimum) | | Two (2) 4"x6"x48" Crossbeams (Minimum) | |
| One 4-Ton Snatch Block | | | | Adequate Crossbeams or Ramping Material | | Pintle Hook | | Pintle Hook | | Pintle Hook | |
| Tow Dolly (with wheel tie down straps) | | | | | | Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended | | Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended | | Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended | |
| Steering Wheel Securement Device | | | | | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains | | Under Lift/Fork Adapters w/Tie-Down Straps or Chains | | Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped) | |
| 100' 3/8" 6 x 19 Wire Rope or OEM Specifications | | | | | | Aluminum Tow Angles (Minimum 2) | | Aluminum Tow Angles (Minimum 2) | | Aluminum Tow Angles (Minimum 2) | |
| | | | | | | Safety Tie-Down Chains and Binders | | Safety Tie-Down Chains and Binders | | Safety Tie-Down Chains and Binders | |
| | | | | | | Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped) | | Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped) | | Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped) | |
| | | | | | | Tow Sling 12,000 Pound Rating (if equipped) | | Tow Sling 12,000 Pound Rating (if equipped) | | 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 Annex EE)

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



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

SELECT AND APPROVE AWARD OF CONTRACT FOR DEMAND RESPONSE TRANSPORTION SERVICES (DIAL-A-RIDE)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Select the service provider for Demand Response Transportation Services;
2. Approve award of contract services agreement;
3. Authorize City Manager to negotiate final scope of work, fee, execute the agreement which shall be for a term of no more than four (4) years with a maximum of two (2) one-year renewals;
4. Encumber the remaining portion of the approved budget for FY 2016-2017 for the payment of Demand Response Transportation Services; and
5. Approve an additional budget appropriation of \$135,000 from non-general fund account including but not limited to Prop A or C.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) currently contracts the Dial-A-Ride demand response, paratransit service. Fiesta Taxi (Administrative Services) is the City's current Demand Response Transportation Services (Dial-A-Service) contractor. The contract expires on August 15, 2016.

As part of the solicitation of the Demand Response Transportation Service (Dial-A-Ride) contractor, Staff conducted a request for proposals. Eleven companies requested Request for Proposal packages and two proposals were received. The two bidders are Fiesta Taxi from Gardena and Metro Transit from Huntington Park. Staff recommends Metro Transit based on qualifications. In addition, the lump sum quotation for services

SELECT AND APPROVE AWARD OF CONTRACT FOR DEMAND RESPONSE TRANSPORTION SERVICES (DIAL-A-RIDE)

July 19, 2016

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mitigates the possibility of scope and fee creep which have been epidemic in the City of Huntington Park and have lead to budget overages for the past several years within the City.

The bidder's proposals were are as follows:

| NAME | DIAL-A-RIDE |
|--|---|
| Fiesta Taxi (Administrative Services Cooperative) | *DID NOT PROVIDE A QUOTE FOR THE SERVICE AS DESCRIBED |
| Metro Transit | **\$600,000 Lump Sum |

*\$412,200 Estimated by Unit Prices and Assumed Usage is the figure that Fiesta Taxi provided based on their own assumption, which appears to be 3 months of service levels under a different scope of work with less features. It is not a "quote" based on the City's actual level of service request in the RFP, however their estimate does not reflect the level of service that was requested by the RFP, 24/7 service, 30 trips monthly by users within a 2 mile service area with the exception of certain shopping sites and Including satellite sites outside the service area that are medical. Staff calculates that based on their costs, had Fiesta directly responded to the guidelines established in the RFP their cost would be approximately \$619,434.

**With 3% annual increase in future years

BACKGROUND

In the 4 past years, this service has gone over its allotted budget each and every year by an average of 10%, last year the service went 20% over budget and in the 2012/13, 2013/14 and 2014/15 fiscal years the service cost over \$800,000. Last year under the modified program which staff deems similar to the proposed program before you in terms of dollar costs, the service cost \$625,409.07 with Fiesta Taxi.

FISCAL IMPACT/FINANCING

Funding for the Dial-A-Ride (Demand Response Transportation Services) are currently in the City's FY 16-17 Budget account 219-0250-431.56-45 (Prop A) for \$450,000.

Signing a contract with Metro Transit will require an additional budget appropriation for \$135,000 in account # 219-0250-431.56-45. The adopted budget for Proposition A is balanced and comports with expected revenues. Requesting an additional budget appropriation will unbalance this fund and bring expenditures at an amount higher than expected revenues by \$61,407.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract effective date will be August 15, 2016.

**SELECT AND APPROVE AWARD OF CONTRACT FOR DEMAND RESPONSE
TRANSPORTION SERVICES (DIAL-A-RIDE)**

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CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Michael J. Ackerman
Acting Director of Public Works Director/City Engineer

ATTACHMENT(S)

A. Sample Contract Services Agreement (Demand Response Transportation Services)



SAMPLE CONTRACT SERVICES AGREEMENT

(DEMAND RESPONSE TRANSPORTATION SERVICES)

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 20____ (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and [REPLACE WITH NAME OF CONTRACTOR], a [REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.____] (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- A.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- A.2 TERM: This Agreement shall have an initial term of four (4) YEARS Commencing from [REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the “EFFECTIVE DATE”? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one year terms [MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR’S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL

NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM], unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

A.3 COMPENSATION:

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [**THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT**_____] (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [**REPLACE WITH NOT-TO-EXCEED SUM**_____] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

A.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

A.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a

period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

- A.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and [REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY

Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay

in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT

CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers,

employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly

removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general

aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents,

CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay

taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require

CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance

(hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or

other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: 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 prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with,

or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

[REPLACE WITH Business Name of CONTRACTOR_]

[REPLACE WITH Business Address_]

Attn: [REPLACE WITH Name/Title of CONTRACTOR'S chief contact ___]

Phone: [REPLACE WITH Phone Number_]

Fax: [REPLACE WITH Fax Number_]

Email: [If available, REPLACE WITH e-mail or simply delete_]

CITY:

City of Huntington Park
Engineering and Public Works Dept.
6550 Miles Avenue
Huntington Park, CA 90255

Attn: Michael Ackerman

Phone: (323) 584-6253

Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.

- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

[REPLACE WITH BUSINESS NAME OF CONTRACTOR, E.G., ACME CORP.]:

By: _____

By: _____

Edgar Cisneros,
City Manager

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

EXHIBIT "A"
SCOPE OF SERVICES

1. SERVICE CHARACTERISTICS

A. Hours of Operation. Service shall operate seven days a week, fifty-two weeks per year, twenty-four hours a day, including all holidays.

B. Eligible Users. The dial-a-ride service shall be available to City of Huntington Park residents who are: (a) At least sixty-five (65) years of age; or (b) disabled or (c) already enrolled in the Huntington Park Demand Response Transportation Services Program as of June 2016. The term disabled is intended to include all who are unable to use public transit because of illness, injury, age, or other permanent disability.

C. Identification. Each eligible resident who signs up to use the service shall have a uniquely numbered identification card bearing his/her name.

D. Swipe Cards: The contractor will propose a swipe card system or conventional voucher program. The card or voucher will be used to generate billing for each trip. The cost of the swipe card system and/or administration of the voucher program shall be built into the contractor's administrative charge, price per trip and/or revenue hour service rate.

E. Dedicated Telephone Number. The contractor will maintain a dedicated telephone number for the exclusive use of City of Huntington Park Demand Response Transportation Service. The contractor will have its dispatchers and other staff answer the line with the words "Huntington Park Dial-A-Ride" or (Program Name).

F. Calling for a Ride. When a resident embarks on a Demand Response Transportation Service trip, he or she must telephone for a ride and report their identification number to the dispatcher. When the traveler begins the ride, the resident must show the driver their identification card to confirm their eligibility. Failure to identify himself or herself as an eligible user of the Demand Response Transportation Service to either the dispatcher or driver means that the traveler must pay the full fare, and the City will not pay for any portion of the trip.

G. Response Time. A Demand Response Transportation Service vehicle will arrive sometime during a thirty-minute "response window" that starts ten minutes after the client calls. Most trips shall arrive within 30 minutes.

H. Pick-Up and Drop-Off Standards. Vehicles will offer curb-to-curb service for ambulatory senior rides, and door to door service for the disabled. In curb-to-curb cases, vehicles will arrive during a thirty-minute response window. In instances where riders cannot walk out to the curb but can walk as far as a driveway that is accessible to a vehicle, the driver will pull into the driveway to pick them up.

In door-to-door instances, drivers will, if necessary, help disabled riders negotiate their exit from their dwelling by taking such actions as holding open a door, stepping a short way inside the dwelling to help with a wheelchair, or carrying a small package or handbag. Drivers are not expected to carry groceries into a dwelling.

I. Reservation Service. Patrons may reserve a trip up to two (2) weeks in advance, specifying the time of pick-up and destination for a one-time only trip.

J. Subscription Service. Patrons may schedule a standing pick-up for the same time daily or weekly. Contractor shall maintain a list of said appointments at its dispatch facility. In the event of contract termination, said list shall be provided to the City.

K. Aides for the Senior/Disabled. An aide may accompany each senior/disabled rider and shall not pay a fare. When reporting service data, the contractor shall report aides separately from eligible registered users.

L. Service Area. Eligible City residents may be picked up and transported within all incorporated areas of the City of Huntington Park and sites within a 2 mile radius of the City's borders with the exception of sites outside the city primarily used for non-essential retail uses. In addition, residents may be picked up from or transported to:

1. Designated Satellite Facilities:

- a) Kaiser Medical, 9333 Rosecrans Ave., Bellflower
- b) Medical Offices, 9400 Rosecrans Ave., Bellflower
- c) Briar Crest Nursing Center, 5648 E. Gotham St., Bell Gardens
- d) US Veterans Center, 5400 E. Olympic Blvd., Commerce
- e) Medical Offices, 8043 2nd Street, #105, Downey
- f) PIH Medical Offices, 11411 Brookshire Ave., Downey
- g) PIH Medical Offices, 11480 Brookshire Ave., Downey
- h) PIH Health Hospital, 11500 Brookshire Ave., Downey
- i) Medical Offices, 11525 Brookshire Blvd., Downey
- j) Medical Offices, 8317 Davis St., Downey
- k) Health Care Partners, 8311 Florence Ave., Downey

- l) Downey Dialysis Center, 8630 Florence Ave., Downey
- m) Kaiser Medical, 9333 E. Imperial Hwy., Downey
- n) Kaiser Medical, 9449 Imperial Hwy., Downey
- o) Care More Medical Group, 9040 Telegraph Rd, Downey
- p) East Los Angeles Doctors Hospital, 4060 Whittier Blvd., Los Angeles
- q) Martin Luther King Hospital, 12021 Wilmington Blvd., Los Angeles
- r) St. Francis Medical Center, 3630 E. Imperial Hwy., Lynwood
- s) St. Francis Medical, 3621 Martin Luther King Blvd., Lynwood
- t) Lynwood Medical, 3737 Martin Luther King Blvd., Lynwood

2. Disallowed Sites Outside City:

- a) 8017 South Atlantic, Cudahy CA 90201 (K-Mart)
- b) 4651 Firestone Boulevard, South Gate CA 90280 (Wal-Mart)
- c) 4827 Firestone Boulevard, South Gate CA 90280 (Azalea Shopping Center)
- d) 5871 Firestone Boulevard, South Gate CA 90280 (Sam's Club)
- e) 100 Citadel Drive, Commerce CA 90040 (Commerce Citadel)
- f) 2140 East Florence Avenue, Walnut Park CA 90255 (Plaza La Alameda)

NOTE: The City may add/delete Satellite Facilities or Disallowed Sites at its discretion from time to time.

M. Fares. Passengers who are eligible registered users with a swipe card or voucher will pay \$1.00 for their portion of the fare to the driver. The City may change the fares at its discretion as needed.

N. Billing. For each trip the contractor will invoice the City meter rates plus an administrative charge and/or cost per trip and/or a revenue hour rate stated in Pricing Form (the "not-to-exceed" price proposal) submitted by the successful proposer.

O. Shared Rides. The contractor will make every reasonable effort to create shared rides in order to minimize costs to the City. To encourage shared rides, persons who are picked up at the same origin and delivered to the same destination in the same vehicle may ride for a single fare per Demand Response Transportation Service vehicle.

P. Management Reports. The contractor shall furnish a report with each month's billing giving standard boarding, trip, revenue, and cost statistics. The number of trips shall be reported separately from the number of riders transported. The contractor shall furnish additional reports regarding the service at the City's request.

FTA Required Reporting: Contractor shall conduct demand response services each year as directed by the Federal Transit Administration (FTA) National Transit Database (NTD), to statistically compute valid passenger mile data including generating NTD reports as required. Contractor shall ensure that all reported NTD data meets FTA requirements and definitions. Contractor shall adhere to the most recent NTD data collection procedures.

Q. Complaints. All complaints must be responded to by the Contractor within one week of the time the complaint is received. The response shall be a form, which specifically addresses the complaint and explains the reason for the events, which caused the complaint. A copy of each letter sent by the Contractor responding to complaints, or complaint form used to respond by telephone, shall be sent to the City of Huntington Park.

R. Responsibility of Contractor. Contractor shall provide all management and operational functions necessary for the success of the Huntington Park Demand Response Transportation Program service. Contractor must provide all vehicles, dispatch, drivers, insurance, fuel, and vehicle maintenance.

S. Flag Downs: Flag downs by passengers are not allowed at any time.

2. SERVICE AND ADJUSTMENT TO SERVICE

The City intends to operate the service, seven days a week, 24 hours a day, including holidays and allow users up to 30 trips per month. It is probable that service will be adjusted at some future time by the City.

Adjustments may include (but are not limited to) expanding or decreasing service hours, days of service, increasing or decreasing service areas, adjusting fares, and/or requiring advance reservations.

Contractor is required to make changes as requested within thirty (30) calendar days of the receipt of notice. If contractor cannot or elects not to make the changes requested, or costs cannot be agreed on, the City shall have the option of canceling the contract.

3. QUALIFICATIONS OF CONTRACTOR

Contractor must meet the minimum qualifications set forth to be considered eligible to provide the proposed service. Contractor must:

A. Be a transportation organization experienced in the provision of transit, shuttle or social service transportation services.

1. List the major relevant projects in which your firm has participated in either a lead or a support role; state the degree of involvement. A minimum of three (3) references from current clients or from clients served within the last three years is required for review.

2. Furnish brief resumes of the designated project manager and key project personnel.

B. Be a privately owned transportation company.

C. Be financially sound.

1. Provide two years of financial statements.

D. Be able to commit enough vehicles to the Huntington Park Demand Response Transportation Service to be able to handle the highs and lows of the demand without subcontracting. Contractor can propose to sub-contract wheelchair van trips.

4. LIAISON

Contractor shall coordinate closely with the City and relevant municipalities, agencies, and interest groups on all city transportation program matters and operation status. Under no circumstances shall Contractor represent or speak on behalf of the City. Contractor shall attend meetings with the City as requested. Contractor may be required to make presentations at community or service club-type meetings.

5. DRIVER QUALIFICATIONS

All drivers performing the Demand Response Transportation Program service shall meet the following minimum qualifications:

A) Be legally licensed to operate in Huntington Park per requirements listed in the Huntington Park Municipal Code.

B) Be alert, clean, careful, courteous, sober, drug free and competent in their driving skills.

C) Be dressed in a conservative, safe manner (i.e. white shirt, long dark pants, no open-toed sandals, and no tank tops).

D) Meet all City, County, State, and Federal requirements.

6) DRUG TESTING

The Contractor shall conduct an ongoing drug and alcohol testing program which shall meet state and federal standards and is consistent with the requirements in the Huntington Park Municipal Code and may include a driving test, test on incident or accident, test on reasonable suspicion, random testing, and training of supervisors to recognize drug and alcohol symptoms. A list of testing laboratories shall be provided to the city and all employees tested.

7) SAFETY

The contractor shall have an ongoing safety program that promotes and rewards safe driving. Please attach a description of a comprehensive safety plan that the proposer has adopted and that demonstrates proposer's commitment to safe transportation. The Contractor shall provide the name of a person trained and designated as the safety coordinator who shall report to the City as requested on safety issues and accident statistics as requested.

8) EQUIPMENT

Vehicles shall be easily recognized and marked as the Huntington Park Demand Transportation Service name. Vehicles shall be maintained on a regular schedule with regular preventative maintenance inspections at a minimum of every 5,000 miles. Vehicle maintenance records shall be kept for at least one year and/or as required by the California Highway Patrol. Contractor shall provide copies of the completed preventative maintenance checklists to the City.

Wheelchair accessible vehicles shall be available within the same service parameters as regular sedan service. The wheelchair accessible vehicles shall meet all requirements of the Americans with Disabilities Act of 1990 and all applicable amendments thereto.

Each vehicle shall be equipped with a mobile data terminal or tablet for receiving rider information.

The proposer shall submit sample design layouts of typical vehicles to be used in the proposed service.

The proposer shall delineate the logistics to ensure that the vehicles are washed and the interiors cleaned daily.

Maintenance records shall be made available to the City upon request.

9) DISPATCHING

The contractor shall provide a dedicated telephone number, which shall be answered with the words "Huntington Park Dial-A-Ride" or (Name of Demand Response Transportation Service)". The contractor shall provide dispatching twenty-four (24) hours per day. The dispatchers will be courteous and patient with all customers.

10) DESIGNATED PROJECT MANAGER

The proposer commits to maintaining throughout the term of the contract a project manager.. Should the Contractor's project manager no longer be available to administer the contract, the City of Huntington Park reserves the right to terminate the contract immediately.

11) DEFINITION

For the purposes of this Request, the following words are defined as follows:

- a) Fare - Shall mean the fare paid by the customers to the Demand Response Transportation Program driver for the trip. The City will set the fares.
- b) Trip - Shall mean the transport of a customer or customers from origin to destination, where destination is defined as the point at which the customer or customers exit the vehicle.

12) PAYMENT

The contractor shall invoice the City monthly, submitting all management reports along with its invoice. The City shall pay the contractor and within reasonable time from receipt of invoice, in a manner consistent with the City's normal accounts payable practices.

13) PLANNING AND MARKETING

The successful Proposer shall participate with the City in the design and implementation of changes in the service's operating characteristics. Recognizing the Proposer's expertise, the successful proposer shall be requested to inform the City of any observations regarding modifications to the service routing, scheduling, marketing, etc. for purposes of improving the service.

It is noted that marketing costs should be included in the proposer's cost for this contract. The City will not address marketing efforts separately and no additional compensation will be allowed.

14) FAITHFUL PERFORMANCE DEPOSIT

Concurrent with the execution of an agreement and maintained throughout its duration, the contractor shall deposit with the Huntington Park City Clerk a cash deposit, irrevocable letter of credit, or other such document evidencing an irrevocable cash deposit payable to the City in the amount of twenty-five thousand dollars (\$25,000), in a form approved by the City Attorney, guaranteeing the Contractor's faithful performance of this agreement.

16) FEES PERMITS TAXES AND CERTIFICATES

The Contractor shall have the sole obligation to pay all license fees, assessments and taxes, including but not limited to use, sales, property, or other taxes, plus penalties and interest which may be imposed on the contractor as a result of the work under the contract.

The Contractor must obtain a business license from the city.

17) REQUIRED FORMS

The proposal shall be valid for 90 calendar days from the submittal date. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.

The Huntington Park Demand Response Transportation Program passengers shall pay a set fare per trip. Proposer would invoice the City for each trip at the municipally approved cab meter rate in affect at that time plus the administration charge.

Failure to submit all required forms and certifications duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

18) INSURANCE REQUIREMENTS

With respect to performance work under this agreement, Contractor shall maintain insurance from a company acceptable to City as described below:

A) Worker's Compensation insurance with State of California statutory limits and employer's liability insurance with limits of not less than \$1,000,000 per accident.

B) Comprehensive general liability insurance with combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall:

1. Include coverage of all vehicles used in this service.
2. Name the City, its elected and appointed officials, officers, employees, and agents as additional insured.
3. Be primary for all purposes.
4. Contain standard cross-liability provisions.

C) Proposer or contractor shall:

1. Furnish a statement of insurance with the proposal describing to what extent they meet these requirements by types and amounts of coverage or provide copies of certificates of insurance already in place which meet the minimum requirements;

2. Furnish properly executed certificates of insurance to City prior to start of work under this agreement, such certificates shall clearly evidence all coverage required above and provide that such insurance shall not be materially changed, terminated, or allowed to expire except 30 days' prior written notice to City; and

3. Maintain such insurance from the time work first starts until completion of the work under this agreement.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

REJECT ALL BIDS AND AUTHORIZE CITY'S IN-HOUSE ENGINEERING SERVICES TO COMPLETE THE DESIGN OF STATE STREET COMPLETE STREET PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Reject previously submitted bids of the State Street Complete Streets Project; and
2. Authorize in-house engineering (Transtech) to complete the design of the State Street Complete Streets project.

BACKGROUND

The City of Huntington Park submitted an application to the 2014 Caltrans Active Transportation Call for Projects and was awarded a \$1,184,000 grant for the State Street Complete Street Project's design and construction.

The Caltrans Active Transportation (ATP) Grant provides funding to cities and counties for development and implementation of alternative transportation options and does not require matching funds from the City. The ATP Grant's goals are to encourage the usage of active modes of transportation as a viable alternative to automobile travel; thereby, increasing the number of individuals walking and bicycling for daily travel and enhancing public health within disadvantaged communities.

This Project has a non-extendable deadline of choosing a construction company by December 24, 2016. The Public Works Department is working closely to meet the deadline and to provide the designer of this project enough time to complete the PS&E package.

REJECT ALL BIDS AND AUTHORIZE CITY'S IN-HOUSE ENGINEERING SERVICES TO COMPLETE THE DESIGN OF STATE STREET COMPLETE STREET PROJECT

July 19, 2016

Page 2 of 3

The City received 26 requests for Bid Packages and 1 bid was submitted. The bid is presented as follows:

| Bidder | Total Bid Shown on Bidder's Proposal |
|---------------|---|
| KPFF | \$315,700 |

Due to the high cost of the solely received bid and Active Transportation Program (ATP) Cycle 1 schedule requirement, it is proposed to reject all bids and direct in-house engineering (Transtech) to proceed with the design at the budgeted amount of \$90,000 per the existing engineering services contract. Transtech staff has agreed to complete the project at this amount.

FISCAL IMPACT/FINANCING

Rejecting KPFF's bid of \$315,700 and directing in-house engineering (Transtech) to complete the design, survey, engineering, and traffic engineering of the State Street Complete Street project at a price of \$90,000 allows the city of Huntington Park to stay within the adopted budget. The design fee for this project is budgeted for FY 16 - 17 in local return Measure R account number 222-4010-431.73-10.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As previously mentioned at the September 8, 2015 Council Meeting, this project consists of the design and installation of a series of enhancements to State Street. Improvements help develop the overall operation and efficiency; facilitating safe and convenient pedestrian travel. These improvements will support more active transportation options for the Huntington Park community, address existing physical and operating conditions that create unsafe conditions for both bicyclists and pedestrians, and also provide direct connections to destinations located within Huntington Park and neighboring cities.

The improvements consist of the following:

- Reducing the number of travel lanes from two to one in each directions;
- Installing a center shared left-turn lane;
- Installation of Class II bike lanes in each directions (including signage and pavement stencils);
- Replacement of existing pedestrian signals with state-of-the-art pedestrian countdown signals at eight signalized intersections;
- Installation of high-visibility crosswalks a 10 intersections; and
- Installation of curb bulbouts at eight signalized intersections.

**REJECT ALL BIDS AND AUTHORIZE CITY'S IN-HOUSE ENGINEERING SERVICES
TO COMPLETE THE DESIGN OF STATE STREET COMPLETE STREET PROJECT**

July 19, 2016

Page 3 of 3

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

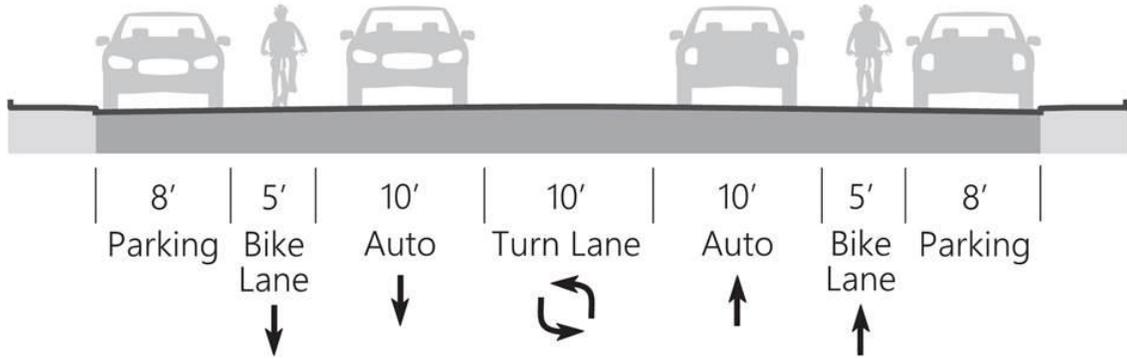


Michael J. Ackerman, PE, RCE, QSD
Acting Director of Public Works/City Engineer

ATTACHMENT(S)

A. Schematic Cross Section of State Street Proposed Design

Attachment A
Schematic Cross Section of State Street Proposed Design



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONFIRMATION OF AUTHORIZATION OF SOLE SOURCE PURCHASE OF BIG BELLY SOLAR POWERED REFUSE AND RECYCLING CONTAINERS PER BEVERAGE CONTAINER GRANT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Confirm authorization of Big Belly Inc. as a sole source provider of solar powered refuse and recycling containers in-lieu of typical City procurement requirements and encumber the funds for FY 15-16 which are currently budgeted.

PURPOSE

The City Council previously approved a sole source purchase for the Big Belly solar powered refuse and recycling containers, however the Finance Department believed that the item approved by Council wasn't as clear as it should have been, so today staff is asking you to confirm the approval of the sole source purchase. The grantor Cal Recycle has subsequently approved the sole source purchase through Big Belly and its staff's goal to continue with the procurement in order to meet the Pacific Boulevard Beautification project deadlines.

BACKGROUND

On November 3, 2014, Council passed Resolution 2014-49 (Attachment A) authorizing the submittal of a competitive beverage container recycling grant to CalRecycle. Subsequent to the application, the \$242,704 grant was fully funded. These funds allow the purchase and installation of 34 duo-solar powered beverage container recycling and trash receptacles to be placed on Pacific Boulevard as part of the Pacific Boulevard Beautification project. Thirty four bins will be placed between Florence Avenue and

CONFIRMATION OF AUTHORIZATION OF SOLE SOURCE PURCHASE OF BIG BELLY SOLAR POWERED REFUSE AND RECYCLING CONTAINERS PER BEVERAGE CONTAINER GRANT

July 19, 2016

Page 2 of 4

Slauson Avenue. The showcase bin will be placed on Miles Avenue in front of City Hall. The grant includes a bilingual outreach and education campaign targeting businesses, public transit commuters, shoppers and residents of Huntington Park. Each program activity is a line item in the approved Grant Work Plan and Budget (Attachment B) and quarterly progress reports are required per terms and conditions of the grant.

As outlined in Resolution 2014-49, Council has authorized the City Manager, or his/her designee, to execute any or all documentation necessary to secure grant funding, make amendments or submit payment requests as necessary to implement the project. On August 17, 2015 Council appropriated and allocated funding as indicated below. Subsequent to this the "Notice to Proceed" was issued on September 9, 2015.

Per the following excerpt from the Grant requirements (Attachment B, Page 5), the competitive bid requirement may be waived upon grantee certification that due to the unique nature of the goods or services a sole source purchase is justified. City Council approval and waiver of the City's procurement requirements in favor of sole source purchasing is also required.

COMPETITIVE BID REQUIREMENTS: Grantee shall secure at least three competitive bids or price quotes for goods (including equipment) or services authorized in the grantee's Approved Application with revisions, if any, and any amendments - Exhibit C, where the amount charged to the grant is \$5,000 or more. Grantee shall purchase such goods or services from the lowest qualified bidder or pay the difference between the low bid and the one selected, without using funds obtained pursuant to this Agreement

Grantee shall maintain documentation of the competitive bid process used. This competitive bid requirement may be waived upon grantee certification that due to the unique nature of the goods or services a sole source purchase is justified. Failure to

FISCAL IMPACT/FINANCING

The \$242,704 (Fund 288) reimbursable grant will fund the purchase and installation of the sole source duo recycling and trash receptacles (Attachment C). These containers will be serviced, as necessary, by the franchise trash hauler. Long term maintenance and replacement costs will be borne by the City and County Beverage Container Grant Program (Fund 287). City staff time to monitor, manage, document and report the approved Work Plan and Grant Budget will be an indirect cost incurred by the City and, while not a term or condition of the grant the fiscal impact bears mentioning.

The approved Work Plan includes development, production and implementation of a bilingual public outreach campaign by a public relations consultant which targets each of the diverse audiences identified in the grant application.

CONFIRMATION OF AUTHORIZATION OF SOLE SOURCE PURCHASE OF BIG BELLY SOLAR POWERED REFUSE AND RECYCLING CONTAINERS PER BEVERAGE CONTAINER GRANT

July 19, 2016

Page 3 of 4

On August 17, 2015, City Council allocated and appropriated funds per the dually executed Grant Agreement as the following chart illustrates:

| Acct # | Description | Budgeted | Adjusted Budget |
|--------------------|---------------------------|-------------------|------------------------|
| 288-8058-432.13-00 | Overtime - Regular | 60,501.00 | - |
| 288-8058-432.54-00 | Advertising & Publication | 10,952.00 | 8,844.60 |
| 288-8058-432.56-41 | Contractual Srvc - Other | 9,100.00 | 13,500.00 |
| 288-8058-432.74-10 | Equipment | 162,151.00 | 220,359.40 |
| | | 242,704.00 | 242,704.00 |

As deviation from the approved Work Plan and Budget is prohibited the same distribution is submitted for consideration. Unforeseen delays to the Pacific Boulevard project will have a ripple effect on this project and funds must be expended no later than June 30, 2018.

LEGAL AND PROGRAM REQUIREMENTS

The City must adhere to all Procedures and Requirements as outlined in Exhibit B Procedures and Requirements (Attachment D). At the bottom of page 5, Competitive Bid Process, a grantee may self-certify that due to the unique nature “of goods or services” a grantee may select a sole source vendor if warranted. During the grant application process staff conducted an exhaustive search for duo-solar powered recycling and trash receptacles; all inquiries led to the Big Belly units manufactured both domestically and internationally under the parent company Waste Management, Inc. Staff has submitted such a request and the said request awaits the approval of CalRecycle (Attachment E).

Environmental review is not required.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Mike Ackerman
Acting Director of Public Works Director/City Engineer

CONFIRMATION OF AUTHORIZATION OF SOLE SOURCE PURCHASE OF BIG BELLY SOLAR POWERED REFUSE AND RECYCLING CONTAINERS PER BEVERAGE CONTAINER GRANT

July 19, 2016

Page 4 of 4

ATTACHMENTS

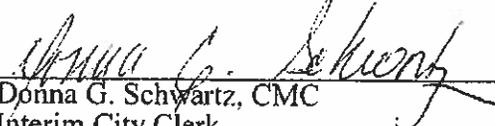
- A: Resolution 2014-49
- B: Grant Work Plan and Budget
- C: Big Belly, Inc. sole source statement
- D: Grant Agreement Exhibit B Procedures and Policy
- E. Self-Certification Request
- F. Cal Recycle Approval Self-Certification Request

**ATTACHMENT A:
Resolution 2014-49**

1 **PASSED, APPROVED AND ADOPTED** by the City Council of the City of
2 Huntington Park this 3rd day of November, 2014.

3 
4 Rosa E. Perez, Mayor

4 ATTEST:

5 
6 Donna G. Schwartz, CMC
7 Interim City Clerk

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CERTIFICATION

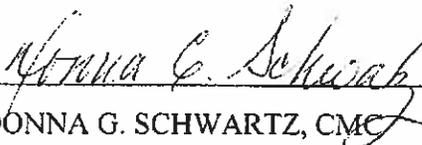
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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. 2014-49 was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a regular meeting of said Council held on the 3rd day of November, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES: Council Member(s): Amezquita, Gomes, Hernandez, Vice Mayor
Macias, and Mayor Perez
NOES: Council Member(s): None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 5th day of November 2014.



DONNA G. SCHWARTZ, CMC
Interim City Clerk

**ATTACHMENT B:
Work Plan and Budget**

WORK PLAN

Beverage Container Recycling Grant Program
Fiscal Year 2015–16
RBC 27
Revise 05.27.15

Directions: **This is a required application document.** List the major activities, steps or tasks necessary to implement your project, including start and completion dates. Provide a logical timeframe for activities, taking into consideration the potential for delays. Include 12 months of CRV volume reporting after the date the program is in place. Add rows if needed. After you complete this document, save it to your computer and then upload it to the Documents Tab of your application.

Applicant Name: **City of Huntington Park**

| MAJOR MILESTONE(S) – PROJECT | START DATE | COMPLETION DATE |
|--|-----------------|-----------------|
| Establish baseline data/conduct waste audit at all targeted locations for bin placement. | July 2015 | July 2016 |
| Order and place beverage container recycling bins | July 2015 | Ongoing |
| Complete volume reporting on a quarterly basis | July 2015 | Ongoing |
| Conduct beverage container education campaign | July 2015 | Ongoing |
| Public Relation marketing & design | July 2015 | Ongoing |
| Public Relations deliverable: poster art copy or contest | July 2015 | Ongoing |
| Public Relation deliverable: bus. letter/brochure | July 2015 | Ongoing |
| Public Relation deliverable: poster | July 2015 | Ongoing |
| Public Relation production and mail | July 2015 | Ongoing |
| Service and Maintenance Big Belly duo containers | July 2015 | Ongoing |
| Public Outreach: Businesses Staff & UPW | July 2015 | Ongoing |
| Press Conference | July 2015 | Ongoing |
| Public Relation deliverable: newsletter #1 copy | July 2015 | Sept. 2015 |
| Public Relation deliverable: newsletter #2 copy | July 2015 | August 2015 |
| Public Outreach: Nat'l Night Out w/ CBE | August 11, 2015 | August 11, 2015 |
| Chamber of Commerce newsletter | August 2015 | Ongoing |
| Metro e-news feature article | August 2015 | Ongoing |
| Miles Elementary student outreach w/ Republic | Sept. 2015 | Ongoing |
| Public Outreach: Sabor St. fair w/ CBE & Chamber | October 2015 | Ongoing |
| Public Relation deliverable: newsletter #3 copy | July 2015 | Spring 2016 |
| Public Relation deliverable: newsletter #4 copy | July 2015 | Summer 2016 |

| STATUS REPORTS | START DATE | COMPLETION DATE |
|---|-----------------|------------------|
| 1 st Progress Report (NTP – September) | October 1, 2015 | October 15, 2015 |
| 2 nd Progress Report (October – December) | January 1, 2016 | January 15, 2016 |
| 3 rd Progress Report (January – March) | April 1, 2016 | April 15, 2016 |
| 4 th Progress Report (April – June) | July 1, 2016 | July 15, 2016 |
| 5 th Progress Report (July – September) | October 1, 2016 | October 15, 2016 |
| 6 th Progress Report (October – December) | January 1, 2017 | January 15, 2017 |
| 7 th Progress Report (January – March) | April 1, 2017 | April 15, 2017 |
| 8 th Progress Report (April – June) | July 1, 2017 | July 15, 2017 |
| 9 th Progress Report (July – September) | October 1, 2017 | October 15, 2017 |
| 10 th Progress Report (October – December) | January 1, 2018 | January 15, 2018 |
| 11 th Progress Report (January – March) | April 1, 2018 | April 15, 2018 |

| FINAL REPORT/END OF GRANT | START DATE | COMPLETION DATE |
|--|------------|-----------------|
| Start Draft Final Progress Report | | May 1, 2018 |
| Draft Final Progress Report Due | | June 1, 2018 |
| Final Progress Report and final Payment Request Due. | | June 30, 2018 |
| Last day to incur costs | | June 30, 2018 |

| BUDGET | |
|--|----------------------|
| Beverage Container Recycling Grant Program | |
| Fiscal Year 2015/16 | |
| RBC27 | |
| Revised 05.27.15 | |
| Grantee Name: City of Huntington Park | |
| PERSONNEL | |
| List Consultant, Title, Total Hours and Rate of Pay | |
| Consultant ET 50 hours @\$150/hour | \$ 7,500.00 |
| Consultant PT 26 hours @\$150/ hour | \$ 3,900 |
| A L-G Creative Design 50 hours @ \$85/hour | \$ 1,190.00 |
| A L-G Production 14 hours @ \$65/hour | \$ 910.00 |
| | |
| Subtotal | \$ 13,500.00 |
| EQUIPMENT | |
| 37 Beverage container recycling bins (including, but not limited to: supplies, gloves, liners, maintenance, shipping, handling, signage, warranty, software, installation, fees, taxes...etc.) | \$ 220,359.40 |
| | |
| Subtotal | \$ 220,359.40 |
| ADMINISTRATIVE | |
| Operating Expenses | |
| Education and Outreach (including, but not limited to: letters, flyers, brochures, newsletter, banners, posters, and poster stand) | \$ 8,844.60 |
| | |
| Subtotal | \$ 8,844.60 |
| | |
| Total Budgeted Expenses | \$ 242,704.00 |

ATTACHMENT C:
Big Belly, Inc.
Sole Source Statement



July 7, 2016

City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

Subject: Sole Source of Supply

To Whom It May Concern:

Big Belly Solar, Inc. ("Bigbelly") is pleased to provide justification to the City of Huntington Park (the "City") for procurement of the Bigbelly *smart* Waste and Recycling System on a sole source basis for the following reasons:

- Bigbelly is the sole manufacturer of the Bigbelly *smart* Waste and Recycling System, which includes Bigbelly solar-powered compacting receptacles and Smartbelly non-compacting public space receptacles with data collection and monitoring capability for waste and recycling operations.
- Bigbelly products and technology are protected by U.S. and international patents granted or in process.
- Bigbelly maintains all copyright privileges for its products, and these products must be purchased directly from the company or an authorized distributor. To ensure proper customer training, service and support, Bigbelly sells its products through assigned and restricted territories. Bigbelly (Direct) is currently the City's sole source and only authorized distributor for Bigbelly products and services and has been since March 2015.

Sincerely,

Sue Daviau

Sales Support Manager, Bigbelly

150 A St. | Suite 103 | Needham, MA 02494 | Sdaviau@bigbelly.com | 617.206.4429

**ATTACHMENT D:
Grant Agreement
Exhibit B
Procedures and Policy**

EXHIBIT B PROCEDURES AND REQUIREMENTS

BEVERAGE CONTAINER RECYCLING GRANT PROGRAM RBC27 Cycle – Fiscal Year 2015–16

Copies of these Procedures and Requirements should be shared with BOTH the Finance Department AND the staff responsible for implementing the grant activities.

INTRODUCTION

The Beverage Container Recycling Grant Program is administered through the Department of Resources Recycling and Recovery (CalRecycle). These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

MILESTONES

| | |
|-------------------------|---|
| July 2015 | Grant Term Begins on date indicated on the Notice to Proceed |
| October 15, 2015 | 1st Progress Report Due |
| January 15, 2016 | 2nd Progress Report Due |
| April 15, 2016 | 3rd Progress Report Due |
| July 15, 2016 | 4th Progress Report Due |
| October 15, 2016 | 5th Progress Report Due |
| January 15, 2017 | 6th Progress Report Due |
| April 15, 2017 | 7th Progress Report Due |
| July 15, 2017 | 8th Progress Report Due |
| October 15, 2017 | 9th Progress Report Due |
| January 15, 2018 | 10th Progress Report Due |
| April 15, 2018 | 11th Progress Report Due |
| May 1, 2018 | Start Draft Final Progress Report |
| June 1, 2018 | Draft Final Progress Report Due |
| June 30, 2018 | Final Progress Report and final Payment Request Due |
| June 30, 2018 | Grant Term End |

No extensions will be granted for submittal of Final Progress Report and final Payment Request. Failure to submit the Final Progress Report and final Payment Request with appropriate documentation by June 30, 2018, may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

GRANT MANAGEMENT SYSTEM (GMS)

GMS is CalRecycle's web-based grant application and grant management system. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS.

Establish or manage a WebPass at [CalRecycle's WebPass page \(https://secure.calrecycle.ca.gov/WebPass/\)](https://secure.calrecycle.ca.gov/WebPass/).

Accessing the grant

Grantees must log into [GMS \(https://secure.calrecycle.ca.gov/Grants\)](https://secure.calrecycle.ca.gov/Grants) using their web pass. After login, locate the grant in the **Associated Grant Applications** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab** – shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab** – requests reimbursement
- **Reports tab** – uploads required reports
- **Documents tab** – uploads other grant documents that are not considered supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.
- **Sites tab** – lists approved project sites

Follow the instructions in GMS to work in the system. Use the information in the following sections to determine what reports, transactions, and supporting documents are required.

Contact Updates

Access to the grant is limited to the person who created the application and those listed in the **Contacts** tab of the **Application Module** with the access check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

PRIOR TO COMMENCING WORK

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor(s) to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in section 17050, of Title 14, California Code of Regulations, Natural Resources, Division 7, (www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5) has occurred with respect to the contractor(s) and the subcontractor(s), respectively.

If a (sub) contractor is placed on the CalRecycle Unreliable List after award of this grant, the grantee may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms webpage \(www.calrecycle.ca.gov/Grants/Forms/default.htm\)](http://www.calrecycle.ca.gov/Grants/Forms/default.htm).

A scanned copy of the signed Reliable Contractor Declaration form must be uploaded in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Event Name**.
3. Type a title, i.e. Reliable Contractor Declaration form, click on the **Browse** button to search and upload the document, and then **Save**.
4. Click the **Back** button to return to the previous page.
5. Click on the **Submit** button.

For further instructions regarding GMS, including login directions, see the section above titled Grant Management System.

CERTIFICATE OF INSURANCE

The grantee shall present a current copy of insurance certificate to their Grant Manager upon grant execution or at the initial site visit. The grantee shall obtain and keep in force for the term of the grant, and require its subcontractors to obtain and keep in force, the following insurance policies which cover any acts or omissions of the Grantee, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in the grant.

- Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- Automobile liability in the amount of \$1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.

The grantee shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to CalRecycle within thirty (30) days of the execution of the grant.

The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Self-insured entities must provide a copy of a Certificate of Consent to Self-Insure issued by the California Department of Industrial Relations. The grantee shall notify CalRecycle prior to any insurance policy cancellation or substantial change of policy.

PROJECT REQUIREMENTS

All projects are subject to the following requirements:

- The project(s) must be located in California.
- Reimbursement will not exceed the amount stated on the Grant Agreement Cover Sheet (CalRecycle 110).
- The grantee will ensure that the recycling bins, if applicable, are serviced on a regular basis and that collected material is transported to a certified recycling center or processor.
- The grantee will ensure, if applicable, that it and/or other site operators are certified or registered by CalRecycle in the proper category and will provide the Grant Manager a copy of the certification certificate(s), upon request.
- The grantee shall monitor the project for the tonnage and revenues collected by material type, if applicable, and will report to the Grant Manager in the progress and final reports. A minimum of twelve (12) months data is required before submitting the final report.

Data will be requested after the end date of the grant, if necessary, to meet this twelve (12) month reporting requirement.

BUDGET OR WORK PLAN CHANGES/MODIFICATIONS

Proposed changes or modifications to the approved Budget or Work Plan must be requested in writing to the Grant Manager by the Signature Authority or designee. The request must include the reason for the change and a revised Work Plan and/or revised Budget.

The Grant Manager must approve the proposed changes in writing prior to the grantee performing any changes or incurring any related costs. Any and all changes to the Budget or cost incurred without approval from the Grant Manager may not be approved.

GRANT TERM

The Grant Term begins on the date indicated in the Notice to Proceed (NTP) email that the grantee will receive from CalRecycle. Eligible grant expenditures may start no earlier than the indicated date. In all cases, all eligible project costs must be incurred no later than June 30, 2018. This is also the date the Final Progress Report and final Payment Request are due to CalRecycle.

CalRecycle recommends reserving the period from May 1, 2018 to June 30, 2018 exclusively for the preparation of the Draft/Final Progress Report, Final Progress Report and final Payment Request, though they may be completed earlier. **Costs incurred to prepare the Final Progress Report and final Payment Request are only eligible for reimbursement during the Grant Term.**

ELIGIBLE COSTS

All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. Eligible costs must be incurred, services provided, and goods received, after receiving a NTP and before the end of the Grant Term.

Any proposed revision(s) to the Work Plan and/or Budget must be submitted in writing and pre-approved in writing by the Grant Manager prior to grantee incurring the proposed expenditure. The approval document should be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

Eligible costs are limited to the following:

- Personnel costs directly related to the start-up/implementation of the project (recycling coordinator, salaries/wages for those directly involved with the project, e.g., students, consultants, etc.).
- Purchase of equipment or materials related to infrastructure (beverage container recycling bins/receptacles, cluster bins, lids, receptacle liners, in-unit totes (multi-families), pads/enclosures to accommodate centralized roll-off, balers, scales, optical sorters (for municipality operating its own Material Recovery Facility), equipment modifications, signage, brochures, installation costs for equipment, service cart for use in collection of materials, laptops, computers, vehicles, etc.).

- Direct operating expenses associated with project activities.
- Education and outreach promoting beverage container recycling. May be included as part of the Mandatory Commercial Recycling Plan for local jurisdiction applicants.

INELIGIBLE COSTS

Any costs not specifically included in the approved Budget and not directly related to implementation of the Beverage Container Recycling Program and the approved grant project are ineligible for reimbursement. Contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to receipt of the NTP letter or after June 30, 2018.
- SWAG/Promotional Items not related to the project (e.g.-shirts, magnets, cups, gift cards, stickers, tote bags not used as recycled bins, calendars with no educational component, trophies, awards, plaques).
- Trash bins.
- Equipment not related to the project.
- Personnel (costs or staff not related to the project or within scope of grant).
- Costs for establishing a recycling center.
- Education and outreach not related to the project.
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
- Costs that are inconsistent with local, state, and federal statutes, ordinances and/or regulations.
- Any food or beverages (supplied as part of meetings, workshops, training, or events).
- Any pre-paid expenditures for future goods or services delivered after the end of the Grant Term. (Exception: the Grant Manager may consider approving products purchased in full before the end of the Grant Term but delivered after the Grant Term if the delay is caused solely by the supplier and through no fault of the grantee. The grantee must request an exemption in writing and receive written approval from the Grant Manager.)
- Out-of-state travel, unless pre-approved in writing by the Grant Manager.
- Overhead.
- Overtime costs.
- Any other costs not deemed reasonable or related to the purpose of the grant by the Grant Manager.

Note: All expenditures are subject to audit. Please contact the Grant Manager if you have any questions concerning eligible costs.

COMPETITIVE BID REQUIREMENTS: Grantee shall secure at least three competitive bids or price quotes for goods (including equipment) or services authorized in the grantee's Approved Application with revisions, if any, and any amendments - Exhibit C, where the amount charged to the grant is \$5,000 or more. Grantee shall purchase such goods or services from the lowest qualified bidder or pay the difference between the low bid and the one selected, without using funds obtained pursuant to this Agreement. Grantee shall maintain documentation of the competitive bid process used. This competitive bid requirement may be waived upon grantee certification that due to the unique nature of the goods or services a sole source purchase is justified. Failure to

comply with competitive bid requirements may result in CalRecycle disallowing reimbursement of some portion or all of the related costs.

ACKNOWLEDGEMENTS

Grantees are not required to acknowledge CalRecycle's support whenever activities or projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material.

REPORTING REQUIREMENTS

Progress Reports, a Draft Final Progress Report, and a Final Progress Report are required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the grant term.

All reports must be uploaded in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grant Management System.

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate event name.
3. Click on the **Add Document** button.
4. Type a title, click the **Browse** button to search and upload the document, and then **Save**.
 - You may upload multiple documents to complete reporting requirements.
 - The maximum allowable file size is 35MB.
5. Click the **Back** button to return to the previous page.
6. Click the **Submit** button when the report is complete.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

PROGRESS REPORT

Reports shall be submitted to the Grant Manager, as detailed in the Work Plan. Progress reports must be adequate to show compliance with the Agreement, detail all tasks performed and all identified outcomes, and justify all expenditures requested for reimbursement. CalRecycle reserves the right to require interim verbal or written progress reports to supplement the more formal progress reports to ensure compliance with the Agreement and/or to support reimbursement of funds.

The first progress report shall include, but is not limited to:

1. Baseline data from which to evaluate the outcomes of all projects funded through this Agreement, when applicable.
2. A statement of the tasks or milestones implemented to date and a report on the status of each.

Each subsequent progress report shall include, but is not limited to:

1. A statement of the tasks or milestones implemented during the reporting period and a summary on the status of each.
2. If applicable, the volume of empty beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type) and revenues received for the California Refund Value (CRV) beverage containers.
3. A discussion of all unanticipated problems or concerns and corrective actions taken.
4. A statement of all data collection completed during the reporting period and findings to date.
5. A description of all expenditures during the reporting period.
6. A description of all changes made to the project during the reporting period with the approval of the Grant Manager and all additional changes identified.

DRAFT FINAL PROGRESS REPORT AND FINAL PROGRESS REPORT

The Final Progress Report is due **June 30, 2018**. This report should cover grant activities from the Notice to Proceed through **June 30, 2018**. The Final Report must be prepared in the format specified below and must be uploaded into GMS. See *Reporting Requirements* section for instructions; you may need to upload multiple documents to complete all of the requirements listed below. If requested, the grantee shall make an oral presentation to CalRecycle. The grantee shall submit a Draft Final Report on or before **June 1, 2018**.

CalRecycle shall draft review comments and transmit them to the grantee within ten (10) calendar days of receipt of the draft version of the final report. After incorporation of CalRecycle requested revisions, the Grantee shall submit to the Grant Manager one (1) camera-ready copy of the final report on or before **June 30, 2018**.

The following items must be included:

1. The Grant Number, Grantee's name and Grant Term. The following disclaimer statement on the cover page:
"The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
2. Table of Contents
3. Summary of the Project
 - a) The goal that was identified to be achieved through implementation of the grant project and objectives identified to help reach that goal.
 - b) The baseline data collected prior to implementing the program.
 - c) The methodology for ongoing data collection and evaluation.
4. Total Cost of Program
 - a) A breakdown of actual expenditures for the project (i.e., administration, staff, equipment, operating costs, etc.) by project component (e.g., infrastructure, promotion, education, events, etc.) and the percentage of the overall project costs for each component.
 - b) A list of all funding sources for the project, the amount provided and the percentage each source is of the overall project.

- c) A list and estimated dollar value of support from partnerships, volunteers, and in-kind services.
 - d) A statement whether funds received through this Agreement was a factor in obtaining additional funding and support for the project.
5. Work Plan
- a) A schedule of actual dates of project accomplishments (milestones)
 - b) A summary of the actual time expended on each phase of the project (i.e., planning, start-up, operation, evaluation, and until project became/becomes self-sustaining, if applicable).
 - c) A summary of special staffing needs.
 - d) A description of criteria for selecting equipment, actual effectiveness of chosen equipment, and recommended changes in equipment.
 - e) A statement of time elapsed before data was representative of a stable project.
 - f) A discussion of problems encountered and corrective actions taken.
 - g) A discussion of conditions unique to this project.
6. Tonnages and Revenues Generated (if applicable)
- a) The volume of empty CRV beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type).
 - b) The volume of non-CRV materials collected by the project by material type (i.e., newsprint, corrugated, etc.).
 - c) The revenues received for the CRV beverage containers.
 - d) A description of how CRV revenues were expended.
7. Project Effectiveness
- a) The outcomes achieved as a result of this project (e.g., percentage change in CRV volumes collected, change in knowledge and/or awareness level, etc.).
 - b) A comparison of the outcomes achieved to the goal established at the start of the project.
 - c) Statistical data to support the outcomes.
 - d) Volumes collected for 12 months.
 - e) Reach and frequency for all promotional and/or educational components, if applicable.
 - f) Outside influences that may have affected the outcomes achieved.
 - g) Efforts resulting in the reduction of greenhouse gas emissions.
8. Conclusions and Recommendations
- a) Important findings and suggestions for improvement.
 - b) Tips or modifications needed for other entities to replicate project.
 - c) Project Sustainability.
 - d) A list and description of on-going expenses for this project.
 - e) Photographs, articles, promotional/educational materials.
 - f) List of subcontractors.

Grantee acknowledges and agrees that CalRecycle shall not release final payment pursuant to this Agreement unless and until CalRecycle has received from the grantee a final report that complies with the above requirements and with other applicable requirements in this Agreement.

GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses is made on a reimbursement basis only and for only those materials and services specified in the approved grant application.
2. Reimbursement may be requested in conjunction with (or after) submission of Progress Report and in conjunction with the Final Progress Report.
3. The grantee must submit the required Progress Reports/Final Progress Report per the work plan and the Grant Manager must approve the report prior to, or concurrent with, any submission of a Grant Payment Request.
4. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section for completed project(s) only.
5. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and/or Final Progress Report, have been satisfied. Reimbursement of the 10 percent retention must be requested in the final Grant Payment Request.
7. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is approved by the Grant Manager.
8. The grantee must provide a Reliable Contractor Declaration (CalRecycle 168) signed under penalty of perjury by the grantee's contractor(s) and subcontractor(s) in accordance with the "Unreliable List" provision of the Terms and Conditions. The declaration must be received and approved by the Grant Manager prior to commencement of work. See "Unreliable List" provision in the Terms and Conditions (Exhibit A) for more information.

PAYMENT REQUEST AND DOCUMENTATION

Payment requests must be submitted in GMS. For further instructions regarding GMS, including login directions, see the section above titled, Grant Management System. To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget sub category.
 - When the transaction is complete, click the **Save** button.
 - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
 - Type a title, click the Browse button to search and upload the document, and then Save.
 - Select the Back button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request (including uploading all the documents listed below).

Supporting Documentation

- A. A scanned copy of the **Grant Payment Request (CalRecycle 87)**. Mail only the **original** Grant Payment Request form, with the original signature of the signatory or his/her designee*, as authorized by grantee's Resolution or Letter of Commitment to:

Via mail/courier/personal delivery:

Department of Resources Recycling and Recovery
BCRG Grant Program
FiRM Branch, 13th Floor
1001 I Street
Sacramento, CA 95812

*A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.

- B. **Cost and Payment Documentation** – Required to be submitted for each expenditure of \$500 or more. No supporting documentation is required for expenditures of less than \$500 unless requested by CalRecycle.
- Invoices, receipts or purchase orders containing the product manufacturer, supplier/vendor, and/or contractor name, phone number, address, purchase amount, date and description of goods/services; and
 - Proof of payment (e.g., copies of cancelled checks, invoices or receipts marked with date paid, name who authorized payment, check number, or actual check copy, accounting reports if identified by a check number, date, product manufacturer, supplier/vendor, and/or contractor name and amount, hours and rate of pay.)

Three (3) bids or sole source justification obtained prior to purchase, required for any purchase over \$5,000. Original supporting documentation is not required to be submitted to CalRecycle but should be retained by the grantee.

All forms can be downloaded from the [CalRecycle Grant Forms webpage](#).

AUDIT CONSIDERATIONS

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, contract bids, samples of items and materials developed with grant funds, invoices and/or cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

ATTACHMENT E:
Self-Certification Request



July 7, 2016

Rhoderick Estrada
Department of Resources Recycling and Recovery
MS-13A
1001 "I" Street
Sacramento, CA 95812

Subject: Request Permission Sole Source Justification City of Huntington Park Grant RBC 27-15-0008

The City of Huntington Park would like to thank CalRecycle for the opportunity to provide millions of annual visitors, shoppers and commuters an opportunity to recycle beverage containers while passing through the City of Huntington Park via Pacific Boulevard, the heart of Southeast Los Angeles. The Procedures and Requirements allow "the grantee to Certify that due to the unique nature of the good or service sole source purchase is justified".

During the application process staff conducted an intensive search for vendors of solar powered duo beverage container recycling and trash receptacles in an effort to obtain the most competitive bid possible. Whilst engaged in this process, the City received a quote from Big Belly for \$219,221.40 for the purchase solar powered duo beverage container recycling and trash receptacles. Other manufacturers identified at that time did not meet the specifications or were under the parent company Waste Management; essentially, this product was unique and similar products did not exist. Staff was under the impression that this met the definition of "sole source provider". As such, a sole source request letter was not previously sent to CalRecycle.

The grant application and budget were reviewed by staff and approved by the governing boards of both the City of Huntington Park and CalRecycle, and it was assumed that the identified vendor was approved.

At this time, the City is requesting confirmation of the sole source self-certification. It is also requested that the cost of this equipment in the amount of \$207,821.40 dated May 31, 2016 (Attachment A) be approved.

Staff initiated the purchase of the Big Belly units on May 21, 2016 in good faith compliance. Delivery of the Big Belly units occurred on June 9, 2016. The City of Huntington Park appreciates CalRecycle's confirmation and acknowledgement of compliance with the sole source requirements of the grant.

Sincerely,

A handwritten signature in purple ink, appearing to read "Edgar P. Cisneros".

Edgar P. Cisneros
City Manager

ATTACHMENT F:
CalRecycle Approval
Self-Certification Request

Dixon, Christina

From: Estrada, Rhoderick@CalRecycle <Rhoderick.Estrada@calrecycle.ca.gov>
Sent: Wednesday, July 13, 2016 9:39 AM
To: Dixon, Christina
Cc: Janie Pichardo
Subject: FW: Request Permission Sole Source Justification
Attachments: Request Permission Sole Source Justification.pdf; Attachment A Sole Source.pdf; Sole Source_City HP_2016-07-07-signed1.pdf

Good morning Christina,

Good news! Your request to accept a late sole source justification letter for the Big Belly + SmartBelly Double Stations has been approved. Thank you for your patience during our internal discussions. Please remember to abide by the Procedures and Requirements and Terms and Conditions. If you have any questions, please feel free to contact me. Thank you.

Rhoderick Estrada



Grant Manager
Grants Unit 5/FIRM
Department of Resources Recycling and Recovery
Phone: 916-322-1201 | Fax: 916-319-7110
Rhoderick.Estrada@CalRecycle.CA.Gov

From: Dixon, Christina [mailto:cdixon@hpcg.gov]
Sent: Friday, July 8, 2016 1:33 PM
To: Estrada, Rhoderick@CalRecycle <Rhoderick.Estrada@calrecycle.ca.gov>
Subject: FW: Request Permission Sole Source Justification

Rhoderick,

Attached you will find the City's letter requesting sole source justification. I have included Sole Source documentation from the manufacturers of Big Belly receptacles for consideration. We greatly appreciate the clarification and the opportunity to demonstrate compliance with all Terms of Grant funding. Please let me know if additional information is required.

Respectfully submitted,

Christina Dixon
(323) 584-6323

"New City website and email address: Please note that our City website has changed to www.hpcg.gov and my email address has changed to cdixon@hpcg.gov."



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

SELECT AND APPROVE AWARD OF CONTRACT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES AND RATIFY PAYMENTS FOR THESE SERVICES ON A MONTH TO MONTH BASIS UNTIL THE CONTRACT IS EXECUTED

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Select the service provider for Traffic Signal Maintenance Services;
2. Approve award of contract services agreement for the contract; and
3. Authorize City Manager to negotiate final scope of work, fees, execute the agreement and ratify payment of services on month to month basis until the contract is executed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) previously contracted with Computer Services Company (CSC) for on call traffic signal and street light maintenance. The contract previously expired, but was continued on a monthly basis under the same terms.

As part of the solicitation of the Traffic Signal Maintenance Service contractor, staff recently conducted a request for proposals for contract services. Staff recommends the selection of St. Francis Electric LLC based on qualifications.

The qualified bidder's proposals were are as follows for the base maintenance portion:

| NAME | Bid Amount (\$) |
|---------------------------------|------------------------|
| St. Francis Electric LLC | 55,296 |
| CSC | 69,120 |
| Siemens | 96,000 |
| Aegis ITS | 68,898 |

SELECT AND APPROVE AWARD OF CONTRACT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES AND RATIFY PAYMENTS FOR THESE SERVICES ON A MONTH TO MONTH BASIS UNTIL THE CONTRACT IS EXECUTED

July 19, 2016

Page 2 of 2

FISCAL IMPACT/FINANCING

Funds for the traffic signal maintenance services are budgeted for FY 16/17 in the following account:

| | | |
|--------------|--------------------|----------|
| Gasoline Tax | 221-8014-429.56-41 | \$85,000 |
|--------------|--------------------|----------|

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract effective date will be August 1st, 2016.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Michael J. Ackerman, PE, RCE, QSD
Acting Public Works Director/City Engineer

ATTACHMENTS

A. Sample Contract Services Agreement for Traffic Signal Maintenance



SAMPLE CONTRACT SERVICES AGREEMENT
(TRAFFIC SIGNAL MAINTENANCE SERVICES)

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 20____ (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and [REPLACE WITH NAME OF CONTRACTOR], a [REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.] (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

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

I.
ENGAGEMENT TERMS

- A.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- A.2 TERM: This Agreement shall have a term of 3 YEARS?] Commencing from [REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the “EFFECTIVE DATE”? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR’S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF

THE INITIAL TERM], unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

A.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [**THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT**] (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [**REPLACE WITH NOT-TO-EXCEED SUM**] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

A.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

A.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY

shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

- A.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and [REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR

shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY

has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR

expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement

on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably

cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to

prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: 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 prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

[REPLACE WITH Business Name of CONTRACTOR]

[REPLACE WITH Business Address]

Attn: [REPLACE WITH Name/Title of CONTRACTOR'S chief contact]

Phone: [REPLACE WITH Phone Number]

Fax: [REPLACE WITH Fax Number]

Email: [If available, REPLACE WITH e-mail or simply delete]

CITY:

City of Huntington Park
Engineering and Public Works Dept.
6550 Miles Avenue
Huntington Park, CA 90255

Attn: Michael Ackerman

Phone: (323) 584-6253

Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage

fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

[REPLACE WITH BUSINESS NAME OF CONTRACTOR, E.G., ACME CORP.]:

By: _____

By: _____

Edgar Cisneros,
City Manager

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

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EXHIBIT C
CERTIFICATION OF FIRM'S ACCEPTANCE OF
CITY OF HUNTINGTON PARK'S CONTRACT SERVICES AGREEMENT AND
PROPOSAL FOR MODIFICATION OF TERMS (if any)
Traffic Signal Maintenance Services

By signing this form below, the firm certifies that the attached Agreement in Exhibit B is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Huntington Park, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: _____

Title: _____

Signature: _____

Date: _____

Firm Name: _____

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EXHIBIT D
FALSE CLAIMS FORM
CITY OF HUNTINGTON PARK

City Hall
6550 Miles Avenue
Huntington Park, California 90255

False Claims / False Claims Act Certification
Traffic Signal Maintenance Services

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

FALSE CLAIMS ACT CERTIFICATION

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

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

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

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

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

Executed this _____ day of _____ at _____
(Month and year) (City and state)

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

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: _____

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

- (3) Government Contract or project involved: _____

- (4) Government agency involved: _____

- (5) Amount of fine imposed: _____
- (6) Exculpatory Information: _____

DECLARATION

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

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

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

Executed this _____ day of _____ at _____
(Month and year) (City and state)

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

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EXHIBIT E

**CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, California 90255
Civil Litigation History/Civil Litigation Certification
Traffic Signal Maintenance Services**

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

CIVIL LITIGATION CERTIFICATION

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

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

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

In submitting a Proposal to the City of Huntington Park for Traffic Signal Maintenance Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

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

Executed this _____ day of _____ at _____
(Month and year) (City and state)

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

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

(2) Court case identification number: _____

(3) Jurisdiction in which case was filed: _____

(4) Outcome of the case: _____

(5) Name of Case: _____

(6) Court case identification number: _____

(7) Jurisdiction in which case was filed: _____

(8) Outcome of the case: _____

DECLARATION

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

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

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

Executed this _____ day of _____ at _____
(Month and year) (City and state)

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



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE HUNTINGTON PARK POLICE OFFICERS' ASSOCIATION (POA)
PENDING RATIFICATION BY THE POA**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve tentatively-agreed upon modifications (Attached) to the Memorandum of Understanding (MOU) for the period July 1, 2016 through June 30, 2019, which is pending approval by the membership of the Police Officers' Association (POA);
2. Adopt Resolution No. 2016-31, Approving and Adopting a Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association and Rescinding Resolution No. 2012-42; and
3. Approve additional budget appropriation of \$267,915 in order to offset the balance needed for Fiscal Year (FY) 2016-2017 payroll expenditures.

BACKGROUND

The City's Lead Negotiator or City Manager was given authorization to propose the revised terms reflected in the attached modifications to the Memorandum of Understanding with the Police Officers' Association (POA). The City's negotiating team and the POA's negotiating team have each agreed to the proposed changes.

If approved by the City Council, the proposed MOU would be in effect from July 1, 2016 through June 30, 2019. Upon adoption, provisions outlined would be implemented and changes enumerated in the MOU relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the Police Officers' Association would be effected.

**RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE HUNTINGTON PARK POLICE OFFICERS' ASSOCIATION (POA)
PENDING RATIFICATION BY THE POA**

July 19, 2016

Page 2 of 3

The City Manager and POA believe this agreement is fair to the much appreciated and valued employees that serve the City's residents while being mindful of the City's current budget realities.

The agreement calls for a 3% base salary increase in FY 2016-17, 3% base salary increase in FY 2017-18 and a 2.49% base salary increase in FY 2018-19. COLA in Lieu leave hours would also be reduced by 60 beginning this FY, COLA in Lieu leave was originally granted by a previous administration in lieu of a previously-agreed upon salary increase. At the conclusion of this MOU, 40 additional hours of COLA in Lieu leave would be eliminated. The POA will also receive the Cesar Chavez holiday benefit that other bargaining units have already received. Finally, the agreement also calls for other non-monetary language clean-ups to the agreement to address inconsistencies and to implement a "court on call" system that would ultimately be a cost-savings tool.

FISCAL IMPACT/FINANCING

Approving and Adopting the Memorandum of Understanding with the Huntington Park Police Officers' Association will require an additional budget appropriation of \$267,915 to cover the expenditures related to the payroll increase and related benefit increases for FY 16-17.

LEGAL AND PROGRAM REQUIREMENTS

Per the terms of the Memorandum of Understanding the City Council may renew the Agreements and extend them thereof. The City Attorney has reviewed the Memorandum of Understanding and a Resolution to consummate the approval and adoption of the respective agreements.

CONCLUSION

Upon approval by City Council, a fully executed Resolution and Memorandum of Understanding will be forwarded to the Police Officers' Association and the Finance Department will appropriate an additional amount of \$267,915 in the City's FY 16-17 Budget to cover the payroll increases.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

**RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE HUNTINGTON PARK POLICE OFFICERS' ASSOCIATION (POA)
PENDING RATIFICATION BY THE POA**

July 19, 2016

Page 3 of 3



MARTHA V. CASTILLO
Director of Human Resources

ATTACHMENT(S)

- A. Resolution No. 2016-31, Approving and Adopting a Memorandum of Understanding with the Huntington Park Police Officers' Association and Rescinding Resolution No. 2012-42.
- B. Modifications to the Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association (POA)
- C. DRAFT Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association (POA)

Tentatively Agreed Upon Revisions to the MOU
Between the
City of Huntington Park and Huntington Park Police Officers' Association

1) Salary Increases

2016-2017: 3% Salary Increase

2017-2018: 3% Salary Increase

2018-2019: 2.49% Salary Increase

2) COLA In Lieu Leave

2016-2017:

- POA Members retain 40 hours of COLA in Lieu leave. (60 hours eliminated)
(At management discretion, must not create a back-fill issue or trigger overtime)

2017-2018:

- POA Retains 40 hours of COLA in Lieu leave.
(At management discretion, must not create a back-fill issue or trigger overtime)

2018-2019

- POA Retains 40 hours of COLA in Lieu leave.
(At management discretion, must not create a back-fill issue or trigger overtime)
- COLA in Lieu Leave eliminated July 1, 2019.

3) Paid Holidays

- POA Members awarded Cesar Chavez Holiday

4) MOU Language Clean-Ups

- Bereavement leave and other minor clean-ups to be discussed and agreed upon such as POST language clean-up, earned instead of obtained to be considered.

5) Court On-Call System Implementation

CITY OF HUNTINGTON PARK

**City Council Meeting Agenda
Tuesday, July 19, 2016**

CITY MANAGER

- 11. Resolution Adopting the Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association (POA) Pending Ratification by the POA**

Attachment C

Will be available on Monday, July 15, 2016



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

DISCUSSION AND/OR ACTION TO ATTEND THE 2016 INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) WESTERN CONFERENCE AND DEAL MAKING IN SAN DIEGO, CALIFORNIA, AUGUST 30 THROUGH SEPTEMBER 1, 2016

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the attendance of the City at the 2016 ICSC Western Conference in San Diego; and
2. Appoint an Ad-Hoc Committee to attend the Conference.

BACKGROUND

The International Council of Shopping Centers (ICSC) holds its annual conference in San Diego in the fall each year. This event invites developers, retailers, and vendors as well as government agencies to meet and discuss relevant real estate trends. These parties share a common interest in building shopping centers/stores; therefore, this venue provides an unparalleled opportunity to introduce the City of Huntington Park, market available properties, and facilitate in person deal-making at a local level.

This event is attended by businesses and developers that want to do deals in California. The scale and scope of this event is much smaller than the ICSC Recon in Las Vegas and it is an opportunity to follow-up with business contacts the Huntington Park team made at ICSC Recon in Las Vegas.

The upcoming ICSC Western Conference in San Diego will be held this year from August 30 through September 1, 2016. It is recommended that the City send a delegation of two staff persons and two Councilmembers to the conference. The estimated break down of the cost to attend the conference is listed below.

DISCUSSION AND/OR ACTION TO ATTEND THE 2016 INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) WESTERN CONFERENCE AND DEAL MAKING IN SAN DIEGO, CALIFORNIA, AUGUST 30 THROUGH SEPTEMBER 1, 2016

July 19, 2016

Page 2 of 2

ICSC registration fee advance Member \$350

Staff/Council Expenses (2 Days)

Hotel \$259/ per 2 nights = \$518

Transportation

 Drive \$130 +/- mileage reimbursement (Round trip)

 Per Diem \$65 per day = \$130

Total amount per attendee is approximately \$1,128 per person x 4 = **\$4,512**

Marketing Material: will be at a minimum cost, just to cover the printing of the marketing material (maximum \$500).

Staff is not recommending to have a booth at this venue. After we attend the conference we will assess if it is beneficial for the City to have a booth at other local ICSC conferences. Staff recommends to appoint two Councilmembers, as an Ad-Hoc committee to attend the conference.

FISCAL IMPACT/FINANCING

There is currently a budget for the City to participate at this ICSC conference in this fiscal year budget account number 111-5030-465.54-00 to pay for the registration fees and meeting expense.

CONCLUSION

That the City Council approve the attendance of the ICSC Conference and authorize the expense for the conference. With Council's approval staff will begin to coordinate meetings and related activities for Huntington Park's ICSC program.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Manuel Acosta
Economic Development Manager

ATTACHMENT(S)

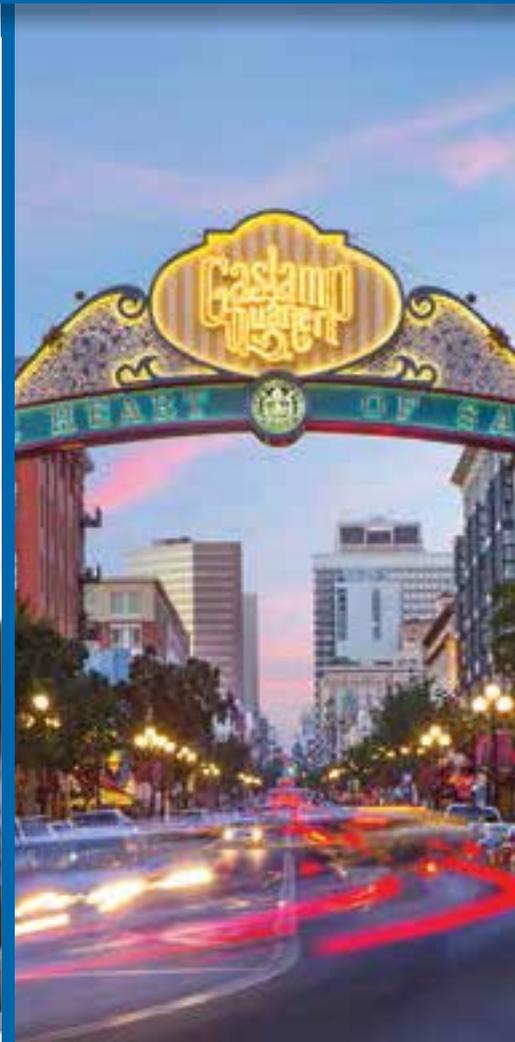
A. RECON ICSC Conference brochure



PROGRAM

ICSC WESTERN CONFERENCE & DEAL MAKING

San Diego Convention Center | San Diego, CA
August 30 – September 1, 2016
#WestConf



ICSC WESTERN CONFERENCE & DEAL MAKING

Dear Conference Attendee:

I would like to welcome you back to San Diego for the 2016 ICSC Western Conference & Deal Making. We're in the midst of a resurgence that our industry hasn't seen since before the recession, and we need to be ready for all the opportunities that are ahead of us. No matter what role you play in our ever-changing industry, I think best practices demand continuously refreshed information, knowledge, judgment and most importantly, strong relationships. That is why we gather in person here and at other ICSC meetings. This year, the ICSC Western Conference & Deal Making will focus on DEALS, DEALS, DEALS, and we are glad to present our second year with retailers admitted for free! We understand the need to dedicate your time to the deal making floor, so we're introducing a 90-minute "Power Lunch" during which keynote speaker, Dana Telsey, will cover the trends of our industry. There will also be numerous networking opportunities at various social functions, and of course, the chance to meet with key industry leaders and make some deals! I would like to thank our conference co-chairs, Joan Frei and Alan Clifton—and all of the dozens of volunteers who have worked to make this conference a hit. So get ready to take advantage of the new opportunities at this must-attend event in San Diego. Again, this year, retailers get in for FREE.



Mark A. Schurgin
ICSC Western Division Vice President & Trustee
President
The Festival Companies
Los Angeles, CA

TUESDAY, AUGUST 30

Golf Tournament

Coronado Municipal Golf Course
2000 Visalia Row
Coronado, CA

Golf Registration

10:00 am

BBQ Lunch

11:00 am

Shotgun Start

11:30 am

Opened in 1957, Coronado Municipal Golf Course reigns as one of the finest public golf courses in the nation and is located just minutes from downtown San Diego. The course measures 6,590 yards from the blue tees and is a par 72. Immaculate greens, wide inviting fairways and dramatic views coupled with incomparable weather make Coronado a must-play for all golfers year-round.

PLAYERS – For more information regarding the golf tournament, please contact **Mark McDonald** of First American Title Insurance Company at **+1 858 410 3871** or via email at **markmcdonald@firstam.com**.

SPONSORS – If you are interested in being a sponsor, please contact **Pat Lindahl** of Eleven Western Builders, Inc., at **+1 760 580 3065** or via email at **plindahl@ewbinc.com**.

Conference Registration

12:00 – 7:30 pm

San Diego Convention Center

All attendees and exhibitors are required to have an ICSC badge for access to the 2016 ICSC Western Conference & Deal Making. Badges will not be mailed but can be printed (on demand) at the registration kiosk.

ICSC N3 Triple Net Lease Program

3:30 – 5:00 pm

The ICSC N3 Triple Net Lease Investment session will feature a wide-ranging macro-level discussion by the region's industry leaders to explain where the single tenant net lease industry stands and how it will change the commercial real estate investment landscape moving forward. The panel will cover cap rate trends, tenant dynamics and the capital environment for the net lease sector.

First-Timer's Orientation

4:00 – 5:00 pm

MODERATORS

Gordon A. Keig

ICSC Western Division Government Relations
Committee Chair
Pennant Development
Scottsdale, AZ

Tim Seiler

John Cumbelich & Associates
Walnut Creek, CA

Member-Hosted Reception

5:00 – 7:00 pm

Presented by Next Generation 

SPONSORS – If you are interested in being a sponsor, please log onto www.icsc.org/2016WS to get a copy of the Sponsorship Form or contact Vicky Hammond or Lisa LaManna.

Vicky Hammond

Coreland Companies
Tel: +1 714 210 6746
Email: vhammond@coreland.com

Lisa LaManna

New Seasons Market
Tel: +1 503 281 9738
Email: lisa.lamanna@newseasonsmarket.com

DEADLINES:

Sponsorships received by **May 18, 2016** will be recognized in the final brochure mailing to the members, in the program directory given out on-site and at the meeting.

Sponsorships received after **May 18, 2016** and before **June 8, 2016** will be recognized in the program directory given out on-site and at the meeting.

Sponsorships received after **June 8, 2016** and before **August 11, 2016** will be recognized at the meeting.

WEDNESDAY, AUGUST 31

Conference Registration

7:00 am – 5:00 pm

Continental Breakfast

7:30 – 9:30 am

Networking Lounge

8:00 am – 5:00 pm

Take this opportunity to have a seat on the deal making floor to talk about your deal instead of standing in the hallway. There will be unassigned tables and chairs available on a first-come, first-served basis. Make some deals in the middle of all the action!

Retailer Central

8:00 am – 5:00 pm

Deal Making and Trade Exposition

8:00 am – 5:00 pm

Please see the Deal Making Booth Request Form for information and reservations. One booth per company will be offered on a first-come, first-served basis until all booths are taken.

Power Lunch

12:00 – 1:30 pm

Lunch Served

12:00 – 12:30 pm

(No lunch service after 12:30 pm)

Welcome and Introduction

12:10 – 12:20 pm

Alan Clifton, CPM

ICSC 2016 Western Conference & Deal Making Program Planning Committee Co-Chair
ICSC Western Division Operations Chair
Senior Vice President – Investments & Operations
Passco Companies, LLC
Irvine, CA

Joan Frei

ICSC 2016 Western Conference & Deal Making Program Planning Committee Co-Chair
ICSC Southern California State Director
Owner & Principal
Nadel Architects
Costa Mesa, CA

Government Relations Update

12:20 – 12:35 pm

Rex Hime

President & Chief Executive Officer
California Business Properties Association
Sacramento, CA

CEO Update

12:35 – 12:55 pm



Tom McGee

President & Chief Executive Officer
ICSC
New York, NY

ICSC WESTERN CONFERENCE & DEAL MAKING

Keynote Presentation

12:55 – 1:30 pm

Retail Trends

SPEAKER



Dana Telsey

CNBC Contributor
Chief Executive Officer
Telsey Advisory Group
New York, NY

THURSDAY, SEPTEMBER 1

Registration

7:30 am – 1:00 pm

Continental Breakfast Served

7:30 – 9:00 am

Retailer Central

8:00 am – 1:00 pm

Deal Making and Trade Exposition

8:00 am – 1:00 pm

Special Industry Groups

8:00 – 9:00 am

Special Industry Groups (SIGs) focus on a specific discipline or facet of the industry. SIGs are interactive and participatory and allow you to share common ideas, interests, challenges and best practices with like-minded individuals. These sessions also provide a tremendous opportunity to network with colleagues, exchange business cards and become part of a global network. The following session will be offered this year:

Retailers SIG*

***Please note:** *The Retailers SIG has been established by retailers and is for retailers only (you must be employed by a retail company to attend; brokers representing retailers do not qualify).*

MODERATOR

Judith A. Van Houten

ICSC Western Division Retail Chair
VP/Market Director Real Estate
Chase
Phoenix, AZ

Retailer Runway

9:00 – 10:30 am

Featuring up to 20 expanding retailers!

MODERATOR

James Chung

ICSC Northern California State Director
Executive Managing Director
Cushman & Wakefield
San Jose, CA

Conference Adjourns

1:00 pm

Program information current as of June 24, 2016.

TAKE ADVANTAGE OF ICSC'S RETAILER PROGRAM

Retailers are central to the success of a shopping center. Based on the success of the 2015 Retailer Complimentary Registration Program, ICSC will once again waive the registration fee for ICSC Retailer Members at nine events. Retailer Members attending these events will be required to register in advance to receive complimentary registration in exchange for their active participation. Additionally, both Retailer Members and Non-Members are eligible for a complimentary table in Retailer Central.

PROGRAM PLANNING COMMITTEE

Alan Clifton, CPM, ICSC 2016 Western Conference & Deal Making Program Planning Committee Co-Chair,
ICSC Western Division Operations Chair, Passco Companies, LLC

Joan Frei, ICSC 2016 Western Conference & Deal Making Program Planning Committee Co-Chair,
ICSC Southern California State Director, Nadel Architects

Mark A. Schurgin, ICSC Western Division Vice President & Trustee, The Festival Companies

Gordon A. Keig, ICSC Western Division Government Relations Committee Chair, Pennant Development

Ken K. Hira, ICSC Western Division P3 Private Sector Co-Chair, Kosmont Companies

Dave Anderson, ICSC Western Division P3 Public Sector Co-Chair, Spanish Fork City

Judith A. Van Houten, ICSC Western Division Retail Chair, Chase

Bryan J. Ley, ICSC Western Division Next Generation Chair, HFF, L.P.

Melissa Campanella, CCIM, ICSC Nevada State Director, The Equity Group

James Chung, ICSC Northern California State Director, Cushman & Wakefield

Helene “Sam” Shenkus, ICSC Hawaii State Director, The Festival Companies

Lisa LaManna, ICSC Oregon State Director, New Seasons Market

Joel Moyes, ICSC Arizona/New Mexico State Director, Kinetic Companies

Grant Nelson, ICSC Colorado/Wyoming State Director, Republic Investment Group

Alesha Shemwell, ICSC Alaska/Washington State Director, Rouse Properties, Inc.

Matthew Swain, ICSC Idaho/Montana/Utah State Director, Perry & Associates

SPORTS ACTIVITY SUBCOMMITTEE

Pat Lindahl, Eleven Western Builders, Inc.

Mark McDonald, First American Title Insurance Company

EXECUTIVE COMMITTEE

Vicky Hammond, Coreland Companies

Gordon Keig, Pennant Development

Tim Seiler, John Cumbelich & Associates

THANK YOU TO OUR PARTNERS AND SPONSORS

ICSC Global Partner



North American Partners



Gold Sponsors



Silver Sponsors



REGISTRATION FORM

How to Register

Fax: +1 732 694 1800
Online: www.icsc.org
Mail: ICSC
P.O. Box 26958
New York, NY 10087-6958

Registration Fee

| | Advance | On-Site |
|---------------------------|---------|---------|
| Member* | \$350 | \$450 |
| Non-Member | \$575 | \$695 |
| Student Member** | \$50 | N/A |
| Retailer Member*** | \$0 | N/A |

*To qualify for the member rates, each registrant must be a member or an affiliate member of ICSC. To become an ICSC member, call ICSC information services at +1 646 728 3800.

**ICSC Student Members are required to register in advance to receive the discounted student registration fee. No discounted registration will be offered on-site.

***ICSC Retailer Members are required to register in advance to receive complimentary registration. No complimentary registration will be offered on-site. Third-party retail representatives do not qualify for complimentary registration. **Online registration only.**

ICSC N3 Triple Net Lease Program

Tuesday, August 30, 2016
3:30 – 5:00 pm

First Timer's Orientation

Tuesday, August 30, 2016
4:00 – 5:00 pm

Deadlines

To qualify for the advance registration fee, your registration must be received by **August 23, 2016**.

Please Check One: ICSC Member Non-Member Student Member Retailer Member (*online registration only*)

Please Check: ICSC N3 Triple Net Lease Program First-Timer's Orientation

Name _____ Company _____

Address _____

City _____ State/Province _____ Zip/Postal Code _____

Telephone _____ Fax _____

Email _____ Your Membership I.D. # _____ (2016WS)

REQUIRED FOR NON-U.S. APPLICANTS: _____ Date of Birth _____ Country of Citizenship _____

Please check here if any of the above information has recently changed.

Method of Payment

Check made payable to ICSC enclosed for \$ _____

MasterCard Visa AMEX Discover \$ _____

Name (as it appears on credit card) _____ Signature _____

Credit Card Number (include all digits) _____ Expiration Date (month/year) _____

Hotel Reservations

A block of rooms has been reserved at special rates:

San Diego Marriott Marquis & Marina
Omni San Diego Hotel
Hilton San Diego Gaslamp Quarter
Manchester Grand Hyatt San Diego Hotel

To make reservations, visit www.icsc.org/2016WS and click on Book Hotel. For questions, call during our office hours of Monday through Friday, 9:00 am to 7:00 pm ET at +1 877 541 9876, or internationally at +1 312 527 7300.

Cancellations

All cancellations will be subject to a \$25 cancellation fee. No refunds will be given for cancellations received after **August 23, 2016**. All requests for refunds must be received by ICSC in writing.

Continuing Education Credits

ICSC Certified professionals earn 1.0 credit (A3) toward certification renewal.

Special Needs

Anyone desiring an auxiliary aid for this meeting should notify **Paulette Fontanez** at **+1 310 426 2121** no later than **July 15, 2016**.

Terms, Conditions and Rules

This Registration Form is subject to ICSC Terms, Conditions and Rules for Event Registrants available at www.icsc.org/event-terms-and-conditions, which are hereby incorporated by reference.

RETAILER CENTRAL TABLE REQUEST FORM

ICSC Retailer Members and Non-Members are being offered a complimentary table in Retailer Central. This is a wonderful opportunity for Retailers to promote their brand and discuss expansion plans with shopping center owners and developers. In addition to staffing a table, participating Retailers must complete a deal sheet that details their space requirements and expansion plans. Retailer Central exhibits must be staffed by retail employees. Third-party representatives are not eligible for a complimentary table.

When

August 31

8:00 am – 5:00 pm

September 1

8:00 am – 1:00 pm

Includes

- One (1) table
- Two (2) chairs
- Company identification sign
- One full conference registration

Who Qualifies

Retailers only
No brokers or consultants

Cost

ICSC Retailer Members and Non-Members are eligible for a free table. Retailer Non-Members must participate in Retailer Central to qualify for free admission to this event.

How to Request a Table

For more information or to request a table, please visit www.icsc.org/2016WS.

Availability

Tables are limited and confirmed on a first-come, first-served basis. Completing the Retailer Central Table Request Form does not guarantee a table will be reserved for you. One table is provided per company brand.

Guidelines

- Exhibits must not hang over the edge of the table
- Exhibits must not rise more than 3' above the table
- No floor easels
- No electrical equipment
- No balloons
- One table per company

Cancellations

Notify William Taylor, CMP, at wtaylor@icsc.org immediately if you must cancel.

Questions

Contact **William Taylor, CMP**, at wtaylor@icsc.org or **+1 646 728 3641**.

Terms, Conditions and Rules

This Registration Form is subject to ICSC Terms, Conditions and Rules for Event Registrants available at www.icsc.org/event-terms-and-conditions, which are hereby incorporated by reference.

DEAL MAKING BOOTH REQUEST FORM

When

August 31
8:00 am – 5:00 pm

September 1
8:00 – 9:00 am

Package A – (per 10' x 10')

- Pipe & drape (not provided with island booths)
- Standard carpeting
- One full conference badge per exhibiting company
- Company ID sign

Package B – (per 10' x 10')

- Pipe & drape (not provided with island booths)
- Standard carpeting
- One full conference badge per exhibiting company
- Company ID sign
- One 6' draped table
- Two chairs

Guidelines

- Exhibits must not extend beyond the boundaries of the booth.
- All exhibitors are required to provide General Liability insurance naming ICSC, the official expo contractor and the San Diego Convention Center as co-insured to the ICSC contact listed below.
- All guidelines are subject to regulations of venue and ICSC.

Availability

- Booths are confirmed on a first-come, first-served basis.
- Sending in this Deal Making Booth Request Form does not guarantee a booth will be reserved for you.
- Applications cannot be processed without payment.
- ICSC cannot guarantee that you will not be placed near a competitor.

Deadline

In order to be listed in the Deal Making Directory, ICSC must receive your exposition agreement with full payment by **June 8, 2016**.

Contact name (for booth confirmation)

Company

Company name that should appear on Company Identification Sign

Address

City State/Province Zip/Postal Code

Telephone Email (WS2016)

REQUIRED FOR NON-U.S. APPLICANTS: _____
Date of Birth Country of Citizenship

Please check here if any of the above information has recently changed.

Method of Payment

Check made payable to ICSC enclosed for \$ _____
 MasterCard Visa AMEX Discover \$ _____

Name (as it appears on credit card) Signature

Credit Card Number (include all digits) Expiration Date (month/year)

Fees

Check or credit card accepted as payment. Make check payable to ICSC.

Booth fee is non-refundable.

| Check One | Member | Non-Member |
|--|--------|------------|
| <input type="checkbox"/> Package A - per 10' x 10' | \$550 | \$795 |
| <input type="checkbox"/> Package B - per 10' x 10' | \$650 | \$895 |

Booth quantity:

___ 10' x 10' booth = 100 square feet
___ 10' x 20' booth = 200 square feet
___ 10' x 30' booth = 300 square feet
___ 20' x 20' booth = 400 square feet
___ 30' x 30' booth = 900 square feet

Other ___ x ___ = ___ square feet

Notification

You will receive a written Booth Confirmation from ICSC three months prior to the meeting, if a booth has been reserved for you. **If you do not receive a letter regarding the status of your request, contact Carlos Baudett at cbaudett@icsc.org.**

Cancellation

Notify ICSC immediately if you must cancel. All exposition deposits/ payments are non-refundable and non-transferable.

Contact/Return Completed Form and Payment to ICSC

Carlos Baudett
Trade Expositions Manager
P.O. Box 26958
New York, NY 10087-6958
Fax: +1 732 694 1800
Email: cbaudett@icsc.org

Terms, Conditions and Rules

This application is subject to ICSC Terms, Conditions and Rules for Exhibitors available at www.icsc.org/event-terms-and-conditions, which are hereby incorporated by reference.

SPONSORSHIP FORM

Sponsorships serve as an advertising or PR opportunity to get your company name out in front of a select audience of industry professionals. Be sure to take advantage of this opportunity!

| Benefits | Gold Sponsor \$2,500 | Silver Sponsor \$1,200 | Member-Hosted Reception Sponsor \$750 |
|---|--------------------------|---------------------------|--|
| Company logo prominently placed on on-site signage at event | <input type="checkbox"/> | <input type="checkbox"/> | |
| Company logo prominently placed on "Thank You" page in event directory* | <input type="checkbox"/> | <input type="checkbox"/> | |
| Company logo recognition on on-site signage at Member-Hosted Reception only | | | <input type="checkbox"/> |
| Company logo to loop during select event functions | <input type="checkbox"/> | <input type="checkbox"/> | |
| Company logo on Member-Hosted Reception loop | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Company logo and URL on event page | <input type="checkbox"/> | <input type="checkbox"/> | |
| Company logo and URL on event emails | <input type="checkbox"/> | <input type="checkbox"/> | |
| One (1) table/literature rack for promotional marketing materials to use during Member-Hosted Reception | <input type="checkbox"/> | | |
| Access to the pre-event attendee list | <input type="checkbox"/> | <input type="checkbox"/> | |
| Company name on "Thank You" page in event directory | | | <input type="checkbox"/> |
| Sponsor Ribbon | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*Pending production deadline dates.

Advertising Opportunities

Full-page ad in printed event directory – **\$1,900** Half-page ad in printed event directory – **\$1,500** Four (4) SCT Week ads – **\$1,800**

Member-Hosted Reception Sponsor Contacts

Vicky Hammond
Coreland Companies
Tel: +1 714 210 6746
Email: vhammond@coreland.com

Lisa LaManna
New Seasons Market
Tel: +1 503 281 9738
Email: lisa.lamanna@newseasonsmarket.com

Deadline
Sponsorship must be received by **July 22, 2016** to be recognized at the conference.

Return Completed Form to
ICSC 2016 Western Conference & Deal Making
Sponsorship
P.O. Box 26958
New York, NY 10087-6958
Fax: +1 732 694 1800

Include With Form

- Payment by credit card or check made payable to ICSC. Payment must accompany the Sponsorship Form.
- Your company logo (.jpeg and .eps format) to pfontanez@icsc.org.

ICSC Contact
Paulette Fontanez
Tel: +1 310 426 2121
Email: pfontanez@icsc.org

ICSC Sponsor Contacts

Michael Belli · mbelli@icsc.org
(Western USA and Canada)
Tel: +1 714 313 1942

Sheila Charton · scharton@icsc.org
(Northeast and Mid-Atlantic USA)
Tel: +1 646 728 3545

Amie Leibovitz · aleibovitz@icsc.org
(Southern USA, Texas and Puerto Rico)
Tel: +1 773 360 1179

Sally Stephenson · sstephenson@icsc.org
(Midwest and Central Canada)
Tel: +1 847 835 1617

Please Check One: Gold Silver Member-Hosted Full-Page Ad Half-Page Ad Four (4) SCT Week Ads

Name _____ Company _____

Address _____

City _____ State/Province _____ Zip/Postal Code _____

Telephone _____ Fax _____

Email _____ Your Membership I.D. # _____ (2016WS-S)

REQUIRED FOR NON-U.S. APPLICANTS: _____ Date of Birth _____ Country of Citizenship _____

Please check here if any of the above information has recently changed.

Method of Payment

Check made payable to ICSC enclosed for \$ _____ MasterCard Visa AMEX Discover \$ _____

Name (as it appears on credit card) _____ Signature _____

Credit Card Number (include all digits) _____ Expiration Date (month/year) _____

SPORTS EVENT SIGN-UP FORM

When

Tuesday, August 30
10:30 am – Registration
11:30 am – Shotgun Start

Where

Coronado Municipal Golf Course
 2000 Visalia Row
 Coronado, CA

Return Completed Form and Payment to

Fax: +1 732 694 1800
 Mail: ICSC Registration
 P.O. Box 26958
 New York, NY 10087-6958

Fees

\$150 (non-refundable) per player. Fee includes green fees, cart, range balls and lunch (golf club rental extra). Online registration is available for individuals ONLY. Fees paid by check should be made payable to ICSC.

Golf Contact

Mark McDonald
 First American Title Insurance Company
 Tel: +1 858 410 3871
 Email: markmcdonald@firstam.com

Golf Sponsor Contact

Pat Lindahl
 Eleven Western Builders, Inc.
 Tel: +1 760 580 3065
 Email: plindahl@ewbinc.com

ICSC Contact

Cristen Lane
 Tel: +1 646 728 3497
 Email: clane@icsc.org

Please Note

Space is limited to and will be confirmed on a first-come, first-served basis. Players must receive confirmation prior to play. Online registration is available for individuals ONLY. If you wish to register a foursome, please mail or fax in your registration with payment. Please pre-arrange your foursome.

Terms, Conditions and Rules

This Registration Form is subject to ICSC Terms, Conditions and Rules for Event Registrants available at www.icsc.org/event-terms-and-conditions, which are hereby incorporated by reference.

Golf

Preferred Foursome:

1. _____ 2. _____
 3. _____ 4. _____

Note: Please coordinate your choices with each other.

Net Division: _____ or Gross Division: _____
 or

Established Handicap: _____ or Estimated Handicap: _____

 Name Company

 Address

 City State/Province Zip/Postal Code

 Telephone Fax

 Email Your Membership I.D. # (WS2016)

REQUIRED FOR NON-U.S. APPLICANTS: _____
 Date of Birth Country of Citizenship

Method of Payment

Check made payable to ICSC enclosed for \$ _____
 MasterCard Visa AMEX Discover \$ _____

 Name (as it appears on credit card) Signature

 Credit Card Number (include all digits) Expiration Date (month/year)

International Council of Shopping Centers
1221 Avenue of the Americas
New York, NY 10020-1099



ICSC WESTERN CONFERENCE & DEAL MAKING

San Diego Convention Center | San Diego, CA
August 30 – September 1, 2016
#WestConf

www.icsc.org/2016WS



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE RESOLUTION AND ANNUAL REPORT FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR ENDING JUNE 30, 2017

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2016-29, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2016-2017.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2004, City voters passed Measure L, which replaced the former Lighting and Landscaping Maintenance District with a parcel tax designed to upgrade the City's aging street lights. The monies received by the Measure L parcel tax pays for debt service, electricity, repair, and maintenance of light fixtures; and landscape maintenance throughout the City.

The Measure L Assessment Levy Schedule places each property owner into one of 40 categories, each of which has a different annual fee charge as shown in Attachment A, Exhibit A. The Measure L assessment levy is collected on the annual property tax bill. The Assessment Levy Schedule is subject to a 3.0% annual inflation increase in accordance with Ordinance 750-NS. The authorizing Ordinance requires that the annual levy and annual operating expense budget be approved by the City Council each fiscal year.

FY 15-16 Financial Performance. We began the year with a positive fund balance of \$765,150. The revenue goal for FY 2016/17 of \$1,584,729 is based on YTD revenue comparisons through June 30.

**APPROVE RESOLUTION AND ANNUAL REPORT FOR THE CITY OF HUNTINGTON
PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT
FOR FISCAL YEAR ENDING JUNE 30, 2017**

July 19, 2016

Page 2 of 3

The FY 15-16 expense budget totaled \$1,376,085 and with \$1,238,809 or 90% of budgets expended as of June 30, we expect to close the year pretty close to the appropriated amount of \$1,376,085. Based on this projection, the City should add approximately \$208,644 to fund balance, so as not to have any possibility of this fund being subsidized by the City's General Fund. Further, while property tax delinquencies within the Landscape & Lighting District are within the norm (2.8% and 4.8% for the 1st and 2nd installments of FY 15-16, respectively), additional financial flexibility is afforded by positive fund balance.

FY 16-17 Financial Estimates. Wildan Financial Services, who provides our assessment district administration services, has provided a preliminary revenue estimate for the annual assessment levy of \$1,582,426. The approved expenditures consist of 54% of Debt Service, 16% of Electricity, 16% of Light Fixtures Maintenance, 11% of Landscaping Maintenance and 3% of Salaries & Benefits. The table below illustrates FY 2016 Actuals and FY 2017 Adopted Budget.

| Measure L - Fund 535 | FY 15/16 Actuals | FY 16/17 Budget |
|-----------------------------|-----------------------------|----------------------------|
| Revenues | | |
| <i>Total Revenues</i> | \$ 1,584,729 | \$ 1,582,426 |
| Expenses | | |
| Salaries & Benefits | \$ 3,409 | \$ 37,592 |
| Operating Cost | | |
| Debt Service | 748,755 | 780,515 |
| Electricity | 185,869 | 238,600 |
| Light Fixture Maintenance | 150,532 | 234,830 |
| Landscaping Maintenance | 150,244 | 157,500 |
| <i>Total Expenses</i> | \$ 1,238,809 | \$ 1,449,037 |

FISCAL IMPACT/FINANCING

The fiscal impact of Measure L is neutral.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Ordinance No. 750-NS, Section 3-10.08c requires the Finance Officer to file a report with the City Council at least once a year. This report is to contain information on the amount of funds collected and expended as well as information on the status of any project required or authorized to be funded by the proceeds of the charge.

**APPROVE RESOLUTION AND ANNUAL REPORT FOR THE CITY OF HUNTINGTON
PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT
FOR FISCAL YEAR ENDING JUNE 30, 2017**

July 19, 2016

Page 3 of 3

CONCLUSION

A copy of the approved resolution will be provided to the County Auditor and County Tax Collector for collections.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



JAN MAZYCK
Interim Finance Director

ATTACHMENT:

- A. Resolution No. 2016-29, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2016-2017
- B. Notice of Public Hearing – Proof of Publication

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Section 6. All revenue so collected either on the County Tax Roll or by any other method, shall be paid into the City of Huntington Park Treasury and credited to a special fund, which shall only be used for the District in the manner specified above.

Section 7. The City Clerk shall certify to the adoption of this resolution and shall timely file certified copies thereof with the County Auditor and County Tax Collector.

PASSED, APPROVED, AND ADOPTED THIS 19th day of July, 2016.

Graciela Ortiz, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

Exhibit A

As specified in Ordinance 750-NS, all Taxable Property shall be subject to an annual Maximum Special Tax in Fiscal Year 2016/17 as shown in the table below:

| <u>Land Use</u> | <u>Total Tax Per-Parcel</u> |
|--|---------------------------------|
| Auto, Recreation/Construction Equipment, Sales & Service | \$ 547.46 |
| Banks, Savings & Loans | 273.71 |
| Bowling Alleys | 758.83 |
| Cemeteries, Mausoleums, Mortuaries | 82.44 |
| Churches | 217.71 |
| Clubs and Lodge Halls | 435.42 |
| Commercial – Miscellaneous | 273.71 |
| Department Stores | 870.87 |
| Food Processing Plants | 597.13 |
| Heavy Manufacturing | 273.71 |
| Homes for Aged | 245.72 |
| Hotels and Motels | 870.87 |
| Industrial – Miscellaneous | 435.42 |
| Light Manufacturing | 653.13 |
| Lumber Yards | 273.71 |
| Mineral Processing | 217.71 |
| Mobile Home Parks | 870.87 |
| Office Buildings | 273.71 |
| Open Storage | 435.42 |
| Parking Lots (Commercial Use) | 245.72 |
| Parking Lots (Industrial Use) | 245.72 |
| Private Schools | 217.71 |
| Professional Buildings | 273.71 |
| Residential with Four Units | 393.42 |
| Residential with Three Units | 298.57 |
| Residential with Two Units | 203.73 |
| Restaurants | 597.13 |
| Rooming Houses | 555.13 |
| Service Shops | 273.71 |
| Service Stations | 435.42 |
| Shopping Ctr. (Neighborhood) | 597.13 |
| Single-family Residential | 108.85 |
| Store Combinations | 435.42 |
| Stores | 435.42 |
| Supermarkets | 870.87 |
| Theaters | 597.13 |
| Utility | 28.01 |
| Vacant, Unimproved Lots | 28.01 |
| Warehousing, Distribution, Storage | 491.45 |
| Water Recreation | 758.83 |
| Wholesale and Manufacturing Outlets | 653.13 |
| AptUnits5More | \$ 474.26 |

(Space below for use of County Clerk Only)

Long Beach Press-Telegram

727 Pine Avenue
Long Beach, CA 90844
562-499-1236
Fax: 562-499-1391
legals@presstelegram.com

5007732

Legal No. 0010815629

CITY OF HUNTINGTON PARK
ATTN: JESSIE GOMEZ
6550 MILES AVE
HUNTINGTON PARK, CA 90255

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/18/2016

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,
this 12th day of July, 2016.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the City Council for the City of Huntington Park will hold two (2) public hearings at Huntington Park City Hall, in the City Council Chambers, located at 6550 Miles Avenue, Huntington Park, CA 90255. The two (2) public hearings will be held on July 19, 2016 at 6:00p.m. All interested persons are invited to attend and be heard at that time. The public hearings will be for the following:

(1) A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REGARDING THE COLLECTION OF DELINQUENT RUBBISH CHARGES (172.54 REFUSE COLLECTION FEES) PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE TO BE COLLECTED AT THE SAME TIME AND ON THE SAME MANNER AS COUNTY TAXES. UNITED PACIFIC WASTE & RECYCLING SERVICES (172.54 REFUSE)

AND
(2) A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REGARDING THE COLLECTON (172.55) LLP SPECIAL DISTRICT TAX AS A SPECIAL ASSESSMENT TO BE COLLECTED AT THE SAME TIME AND ON THE SAME MANNER AS COUNTY TAXES.

General Description:

(1) The City Council of the City Huntington Park will conduct a public hearing regarding the collection of delinquent fees (Refuse) as a special assessment to be collected at the same time and on the same manner as the county taxes.

(2) The City Council of the City of Huntington Park will conduct a public hearing regarding the collection of LLP Special District Tax to be collected at the same time on the same manner as the county taxes.

Note:

All comments to the proposed Resolution must be received in writing at the office of the City Clerk's 6550 Miles Avenue, Huntington Park, CA 90255, no later than 5:00 p.m. on July 19, 2016. The public is invited to attend the City Council Public Hearing on this matter and publicly comment on the proposed Resolution described above. Due to time constraints and the number of persons wishing to give oral testimony, each speaker will be limited to three minutes.

If you challenge any portion of the proposed Resolution in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

If you will require special accommodations due to a disability, please contact City Clerk's Office at (323) 584-4220, 6550 Miles Avenue

Office of (323) 364-8230, 6300 James Avenue,
Huntington Park, CA 90255. All requests for
accommodations must be received 72 hours
prior to the time of the hearing to enable the
City to make reasonable arrangements to
assure accessibility to this hearing.

Pub June 18, 2016(1t) PT(815629)



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

RESOLUTION AUTHORIZING COLLECTION OF DELINQUENT RUBBISH CHARGES PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE COLLECTION FEES)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2016-30, authorizing and directing the County Assessor to include delinquent refuse collections fees as a special assessment to be collected at the same time and in the same manner as county taxes (172.54 Refuse Collection Fees).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

United Pacific Waste & Recycling Services ("UPW") is the City's current residential and commercial waste hauler. As required by the City's franchise agreement with UPW and in accordance with Section 6-2.112 of the City of Huntington Park Municipal Code, UPW has provided a list of delinquent residential and commercial accounts for the purpose of debt collection. Collection of delinquent accounts, including all applicable fees and penalties, is accomplished through the Los Angeles County Auditor-Controller's Office via the annual property tax roll.

The Los Angeles County Auditor-Controller's Office requires a City Council resolution to be adopted annually to document the service assessments to be levied upon each real property parcel and to inform the Auditor-Controller of the City's intent to collect delinquent fees associated with trash accounts via the tax roll. Absent this action, the City would be unable to collect the annual delinquent charges for the given year.

RESOLUTION AUTHORIZING COLLECTION OF DELINQUENT RUBBISH CHARGES PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE COLLECTION FEES)

July 19, 2016

Page 2 of 3

As required by law, the City publicized the public hearing in the June 18th edition of the Long Beach Press Telegram.

UPW representatives will also be present at the July 19th public hearing to provide customers another opportunity to settle delinquent accounts prior to the City's submission to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City's franchise agreement with UPW provides for municipal solid waste and recycling collection, transport and disposal services ("Refuse Disposal Service") to residential and commercial properties in the City. Residential and operating business are required to have Refuse Disposal Service and each property owner of a residential and commercial property is ultimately responsible for the payment of charges for service provided by UPW. In the event that the Refuse Disposal Service charge billed by UPW is not paid, the provisions of California Health and Safety Code Section 5473a and Section 6-2.112 of the City of Huntington Park Municipal Code authorize the City to collect the delinquent Refuse Disposal Service charges from the owners of the residential and commercial properties shown on the property tax roll after notice is given and a public hearing is held by the Huntington Park City Council.

FISCAL IMPACT/FINANCING

Upon receipt of monies from the Los Angeles County Auditor-Collector, the City will remit payment to UPW equal to the actual amount recovered less ten percent (10%), in accordance with Section 6-2.112 of the City of Huntington Park Municipal Code to cover the City's cost in the collection of the delinquent fees. The City will also receive payment of the franchise fee from UPW for the amount of delinquent fees received via the County tax roll.

The accompanying table summarizes the contents of the list of delinquent commercial/residential accounts as of June 29, 2016.

| Account Type | Quantity | Amount Owed | | |
|--------------|------------|----------------------|---------------------|----------------------|
| | | Principal | City Fee | Total |
| Commercial | 191 | \$ 150,319.47 | \$ 15,031.95 | \$ 165,351.42 |
| Residential | 498 | 103,554.29 | 10,355.43 | 113,909.72 |
| TOTAL | 689 | \$ 253,873.76 | \$ 25,387.38 | \$ 279,261.14 |

RESOLUTION AUTHORIZING COLLECTION OF DELINQUENT RUBBISH CHARGES PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE COLLECTION FEES)

July 19, 2016

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CONCLUSION

Upon adoption of the attached Resolution, staff will proceed to coordinate with the County and place the subject assessments on the County's Tax Roll for Fiscal Year 2016-2017.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



JAN MAZYCK
Interim Finance Director

ATTACHMENT(S)

- A. Resolution No. 2016-30, Authorizing And Directing The County Assessor To Include Delinquent Refuse Collections Fees As A Special Assessment To Be Collected At The Same Time And In The Same Manner As County Taxes (172.54 Refuse Collection Fees)
- B. Notice of Public Hearing – Proof of Publication

EXHIBIT A

City of Huntington Park - List of Delinquent Refuse Disposal Service Accounts

Fiscal Year 2015/16

| PARCEL | PARCEL TYPE | OWNER NAME | ADDRESS | CITY | PRINCIPAL | CITY FEE | TOTAL DUE |
|---------------|--------------------|----------------------------------|-----------------------|-----------------|------------------|-----------------|------------------|
| 6317004017 | RESIDENTIAL | ACEVEDO,ANGELA | 4321 -4323 E 61ST ST | HUNTINGTON PARK | \$ 312.40 | \$ 31.24 | \$ 343.64 |
| 6212002045 | RESIDENTIAL | ACEVES,LORENA | 2923 WALNUT ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6213016001 | RESIDENTIAL | ADAMS,ELVIRA | 3240 HOPE ST | HUNTINGTON PARK | 281.17 | 28.12 | 309.29 |
| 6213026004 | RESIDENTIAL | ADEMIR BALTAZAR | 3409 BROADWAY | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6321025019 | RESIDENTIAL | AGUILERA,MARTHA | 6722 ALBANY ST | HUNTINGTON PARK | 312.40 | 31.24 | 343.64 |
| 6213009002 | RESIDENTIAL | AGUIRRE,GUSTAVO | 7423 CALIFORNIA AV | HUNTINGTON PARK | 199.92 | 19.99 | 219.91 |
| 6317011019 | RESIDENTIAL | ALBA,TERESITA | 6114 GIFFORD AV | HUNTINGTON PARK | 374.88 | 37.49 | 412.37 |
| 6321028016 | RESIDENTIAL | ALL OF US CORPORATION | 6725 ALBANY ST | HUNTINGTON PARK | 123.44 | 12.34 | 135.78 |
| 6323006029 | RESIDENTIAL | ALQAM,MOHAMMAD A | 7100 PASSAIC ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6317007011 | RESIDENTIAL | ALVA, PHILLIP | 6022 RIVERSIDE AV | HUNTINGTON PARK | 142.18 | 14.22 | 156.40 |
| 6214005011 | RESIDENTIAL | ALVARADO,HECTOR L | 3514 FLOWER ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6214002001 | RESIDENTIAL | ALVARADO,JESSIE L ET AL | 7402 CALIFORNIA AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6323008003 | RESIDENTIAL | ALVAREZ, MARTIN & BLANCA | 6916 MARCONI ST | HUNTINGTON PARK | 83.48 | 8.35 | 91.83 |
| 6320002090 | RESIDENTIAL | ALVAREZ,EVELMMERA | 2517 BELGRAVE AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214003019 | RESIDENTIAL | ALVAREZ,JOSE AND IMELDA ET AL | 3609 FLOWER ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318029012 | RESIDENTIAL | ALVAREZ,JOSE F | 6123 CORONA AV | HUNTINGTON PARK | 50.60 | 5.06 | 55.66 |
| 6213030024 | RESIDENTIAL | ALVAREZ,OLIVIA C | 3421 CUDAHY ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6214025020 | RESIDENTIAL | ALVAREZ,PATRICIA | 3524 CUDAHY ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323022008 | RESIDENTIAL | ALVAREZ,ROBERTO | 7000 STATE ST | HUNTINGTON PARK | 219.92 | 21.99 | 241.91 |
| 6324015004 | RESIDENTIAL | AMADOR,ALICIA | 3366 E GAGE AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214021022 | RESIDENTIAL | AMAYA,MARIA F | 3804 BROADWAY | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323017012 | RESIDENTIAL | AMEZQUITA,MARTIN J | 7018 ARBUTUS AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6323007029 | RESIDENTIAL | AMEZQUITA,VALENTIN | 7025 ARBUTUS AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323024008 | RESIDENTIAL | ANA HERNANDEZ | 6524 STATE ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323014002 | RESIDENTIAL | ANAYA,EDUARDO | 6506 ARBUTUS AV | HUNTINGTON PARK | 19.65 | 1.97 | 21.62 |
| 6317010013 | RESIDENTIAL | ANDRADE,JOSE | 6150 RIVERSIDE AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6320026021 | RESIDENTIAL | AQUINO,LUCIA | 6341 MILES AV | HUNTINGTON PARK | 43.72 | 4.37 | 48.09 |
| 6213026021 | RESIDENTIAL | ARCINIEGA,JOSE G | 3333 BROADWAY | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6323009030 | RESIDENTIAL | ARMENDARIZ,ALEJANDRO | 6626 MARCONI ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214025002 | RESIDENTIAL | ARMENTA,CECILIA S | 3507 SANTA ANA ST | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6213032006 | RESIDENTIAL | ARMENTA,GABRIEL M | 3405 SANTA ANA ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214002014 | RESIDENTIAL | ARROYO,DAVID | 3613 LIVE OAK ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6320018016 | RESIDENTIAL | ASAMBLEA DE ORACION | 2468 RANDOLPH ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6213001017 | RESIDENTIAL | AUGUSTIN NIEVES | 3303 WALNUT ST | HUNTINGTON PARK | 393.00 | 39.30 | 432.30 |
| 6320033014 | RESIDENTIAL | AVALOS,JUAN | 2470 CLARENDON AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6320033014 | RESIDENTIAL | AVALOS,JUAN | 2474 CLARENDON AV | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6322029008 | RESIDENTIAL | AVALOS,ROSIO | 7148 STAFFORD AV | HUNTINGTON PARK | 437.36 | 43.74 | 481.10 |
| 6319007037 | RESIDENTIAL | AVALOS,SAMANTHA | 6232 -6300 ARBUTUS AV | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6214029008 | RESIDENTIAL | AVILA,MISAEAL AND RUTH ET AL | 4116 CUDAHY ST | HUNTINGTON PARK | 80.60 | 8.06 | 88.66 |
| 6320009080 | RESIDENTIAL | AVILA,SOCORRO | 6055 MILES AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6310023112 | RESIDENTIAL | AVILA,TOMAS J | 6013 ARBUTUS AV | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6323014041 | RESIDENTIAL | AVINA,ANTONIO | 6503 STATE ST | HUNTINGTON PARK | 326.19 | 32.62 | 358.81 |
| 6317007026 | RESIDENTIAL | AYALA,JUAN AND MAXIMINA | 6001 GIFFORD AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6321025016 | RESIDENTIAL | BARDINET,ALBERT | 6804 ALBANY ST | HUNTINGTON PARK | 43.72 | 4.37 | 48.09 |
| 6322036009 | RESIDENTIAL | BARGANI,MICHAEL | 6910 RITA AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6318012024 | RESIDENTIAL | BARON,CARLOS A | 5918 EVERETT AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6213022025 | RESIDENTIAL | BARRAGAN,MAURICO R | 3322 OLIVE ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321012039 | RESIDENTIAL | BARRERA,EUSEBIO S | 6216 SANTA FE AV | HUNTINGTON PARK | 405.57 | 40.56 | 446.13 |
| 6321034015 | RESIDENTIAL | BARRERA,JOSE A AND MIRNA AGUILAR | 2408 RANDOLPH ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 9213026004 | RESIDENTIAL | BATRES,GLORIA | 3409 1/2 BROADWAY | HUNTINGTON PARK | 281.16 | 28.12 | 309.28 |
| 6323023002 | RESIDENTIAL | BAUTISTA, SERAFIN | 6707 BENSON ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6213024023 | RESIDENTIAL | BAUTISTA,ELIAS | 3471 HILL ST | HUNTINGTON PARK | 120.32 | 12.03 | 132.35 |
| 6213021002 | RESIDENTIAL | BAYARDO,GONZALO F | 3470 GRAND AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6319003015 | RESIDENTIAL | BECCERRA,HECTOR | 6350 GENTRY ST | HUNTINGTON PARK | 194.92 | 19.49 | 214.41 |
| 6323012056 | RESIDENTIAL | BESADA,ALBERTO E ET AL | 6831 NEWELL ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318016023 | RESIDENTIAL | BIRRUETA,JOSE AND MATILDE | 3531 E 61ST PL | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6323015048 | RESIDENTIAL | BOLIN,ESTHER TR | 6703 STATE ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6213003014 | RESIDENTIAL | BREEZLEY,CORINNE M TR | 3461 WALNUT ST | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6322020024 | RESIDENTIAL | BRYM,BARBARA S | 6803 MALABAR ST | HUNTINGTON PARK | 149.92 | 14.99 | 164.91 |
| 6322021007 | RESIDENTIAL | BUENROSTRO,SOCORRO TR | 7018 MIDDLETON ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323011041 | RESIDENTIAL | BUGARIN,JACQUELINE | 6822 PLASKA AV | HUNTINGTON PARK | 374.84 | 37.48 | 412.32 |
| 6320010075 | RESIDENTIAL | BURQUEZ,ARTURO AND DELIA | 6032 STAFFORD AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6318018019 | RESIDENTIAL | CABRERA,MARCIA | 3727 RANDOLPH PL | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6318018019 | RESIDENTIAL | CABRERA,MARCIA | 3727 #A RANDOLPH PL | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6318018019 | RESIDENTIAL | CABRERA,MARCIA | 3727 #B RANDOLPH PL | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6214007003 | RESIDENTIAL | CABRERA,ROBERTO M | 7664 CALIFORNIA AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323017024 | RESIDENTIAL | CADENA,JOSE L AND GUADALUPE Z | 6901 CEDAR ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321016013 | RESIDENTIAL | CALDERON,ALFRED | 6309 ALBANY ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318015016 | RESIDENTIAL | CALDERON,Leticia | 3612 E 60TH PL | HUNTINGTON PARK | 83.48 | 8.35 | 91.83 |
| 6212017042 | RESIDENTIAL | CALOCA,LUPE G | 3202 HILL ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6323021004 | RESIDENTIAL | CALVILLO,ROCIO T | 7024 MISSION PL | HUNTINGTON PARK | 156.75 | 15.68 | 172.43 |
| 6323015023 | RESIDENTIAL | CAMPOS,ALMA E | 6818 CEDAR ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6320008046 | RESIDENTIAL | CARBAJAL,MARIA | 5930 TEMPLETON ST | HUNTINGTON PARK | 31.24 | 3.12 | 34.36 |
| 6213007002 | RESIDENTIAL | CARDENAS,RAFAEL JR | 3316 CALIFORNIA ST | HUNTINGTON PARK | 83.48 | 8.35 | 91.83 |
| 6318015026 | RESIDENTIAL | CARMONA,JUANITA | 3537 E 61ST ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6323029007 | RESIDENTIAL | CAROL A HERNANDEZ | 6602 BENSON ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323019007 | RESIDENTIAL | CARRERA,LUIS | 7116 CEDAR ST | HUNTINGTON PARK | 281.16 | 28.12 | 309.28 |
| 6213018016 | RESIDENTIAL | CARRILLO,JOSE H | 3468 HOPE ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6323016022 | RESIDENTIAL | CARRILLO,ROGER E | 6810 ARBUTUS AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |

EXHIBIT A

City of Huntington Park - List of Delinquent Refuse Disposal Service Accounts

Fiscal Year 2015/16

| PARCEL | PARCEL TYPE | OWNER NAME | ADDRESS | CITY | PRINCIPAL | CITY FEE | TOTAL DUE |
|---------------|--------------------|-------------------------------------|------------------------|-----------------|------------------|-----------------|------------------|
| 6322014026 | RESIDENTIAL | CARRILLO,WENDY ET AL | 6813 + 1/2 STAFFORD AV | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6213009010 | RESIDENTIAL | CARVAJAL,TERESA M | 3462 CALIFORNIA ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214025004 | RESIDENTIAL | CASILLAS,ARMANDO | 8008 CALIFORNIA AV | HUNTINGTON PARK | 325.71 | 32.57 | 358.28 |
| 6321034001 | RESIDENTIAL | CASTANEDA,OLIVIA AND JOSE | 6144 SANTA FE AV | HUNTINGTON PARK | 47.44 | 4.74 | 52.18 |
| 6324037021 | RESIDENTIAL | CASTILLO,RAYMUNDO AND MARIA G | 6603 HOLLENBECK ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6322029002 | RESIDENTIAL | CASTRO,ANGEL ARMENTA | 7118 STAFFORD AV | HUNTINGTON PARK | 83.48 | 8.35 | 91.83 |
| 6322029002 | RESIDENTIAL | CASTRO,ANGEL ARMENTA | 7118 #B STAFFORD AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6318009014 | RESIDENTIAL | CASTRO,CLAUDIA | 6013 #18 MAYWOOD AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6320023014 | RESIDENTIAL | CEDANO,MARIA J | 6129 STAFFORD AV | HUNTINGTON PARK | 156.68 | 15.67 | 172.35 |
| 6212013044 | RESIDENTIAL | CESMA,MARIA | 3213 OLIVE ST | HUNTINGTON PARK | 81.75 | 8.18 | 89.93 |
| 6324036027 | RESIDENTIAL | CHAVEZ,JOSE M | 6802 NEWELL ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6318029015 | RESIDENTIAL | CHRISTINE VALENTINE | 6129 CORONA AV | HUNTINGTON PARK | 344.42 | 34.44 | 378.86 |
| 6213031001 | RESIDENTIAL | CICCONI,ANTHONY P TR | 3322 CUDAHY ST | HUNTINGTON PARK | 240.25 | 24.03 | 264.28 |
| 6214029009 | RESIDENTIAL | CLAUDIA L SOLTERO AND JESSE ESTRELL | 4112 CUDAHY ST | HUNTINGTON PARK | 67.48 | 6.75 | 74.23 |
| 6319002002 | RESIDENTIAL | CONTRERAS,JOE AND ESTHER TRS | 2862 CLARENDON AV | HUNTINGTON PARK | 374.88 | 37.49 | 412.37 |
| 6318028004 | RESIDENTIAL | CORDOVA,CYNTHIA J | 6127 BEAR AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6320016037 | RESIDENTIAL | CORNEJO,OSCAR D | 6023 MALABAR ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6319014002 | RESIDENTIAL | CORTES,ARMANDO | 6320 PLASKA AV | HUNTINGTON PARK | 468.60 | 46.86 | 515.46 |
| 6213023017 | RESIDENTIAL | CRUZ,JESUS AND MIREYA | 3373 HILL ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323008006 | RESIDENTIAL | CUADRA,CHRISTOPHER | 6930 MARCONI ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6212005037 | RESIDENTIAL | CURRENT OCCUPANT | 3219 LIVE OAK ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6322012023 | RESIDENTIAL | DANIELS,RICKY | 6629 MILES AV | HUNTINGTON PARK | 333.92 | 33.39 | 367.31 |
| 6320006086 | RESIDENTIAL | DARDON,GUILLERMO R | 5957 STAFFORD AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323012048 | RESIDENTIAL | DAVILA, HUGO | 6723 #A NEWELL ST | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6320033017 | RESIDENTIAL | DAYANI,SAEED | 6323 MALABAR ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6319007026 | RESIDENTIAL | DE BUENO,OLGA V | 6362 ARBUTUS AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6318009015 | RESIDENTIAL | DE LA CRUZ,RAMON AND ELVA | 6013 #20 MAYWOOD AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321016001 | RESIDENTIAL | DE LA ROSA,MARIA OR MANUELA NAVARRO | 6346 COTTAGE ST | HUNTINGTON PARK | 562.32 | 56.23 | 618.55 |
| 6213001019 | RESIDENTIAL | DEGLI EREDI,MASSIMO D & BERTHA A | 3257 WALNUT ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6323020024 | RESIDENTIAL | DEGLI EREDI,MASSIMO D & BERTHA A | 6904 CEDAR ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321003072 | RESIDENTIAL | DELGADO,CARMEN L ET AL | 5948 MIDDLETON ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6213024004 | RESIDENTIAL | DIAZ,GUILLERMO | 3413 HILL ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6323021006 | RESIDENTIAL | DIAZ,HECTOR M | 7034 MISSION PL | HUNTINGTON PARK | 169.92 | 16.99 | 186.91 |
| 6323004006 | RESIDENTIAL | DIAZ,OSCAR A | 6701 MARCONI ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6317007023 | RESIDENTIAL | DOMINGUEZ,MARICELA | 4063 E 61ST ST | HUNTINGTON PARK | 87.44 | 8.74 | 96.18 |
| 6322036011 | RESIDENTIAL | DOMINQUEZ,ENRIQUE | 6906 RITA AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6213003015 | RESIDENTIAL | DOVARRO,SERGIO AND DULCE M | 3457 WALNUT ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6213020020 | RESIDENTIAL | DUENAS,BLANCA | 3333 +A+B OLIVE ST | HUNTINGTON PARK | 543.48 | 54.35 | 597.83 |
| 6214008024 | RESIDENTIAL | DURAN,MARTIN | 3825 GRAND AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6319021033 | RESIDENTIAL | ELIAS IBARRA | 3342 BENEDICT WY | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6324037003 | RESIDENTIAL | ENCISO,MARISOL | 6610 NEWELL ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6322012002 | RESIDENTIAL | ENGELBERTO & JOSE BARBA | 2810 ZOE AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321018026 | RESIDENTIAL | ERAZO,MANUEL J | 6511 REGENT ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6321015027 | RESIDENTIAL | ESCAMILLO,NELLY S | 2211 E GAGE AV | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6320010061 | RESIDENTIAL | ESCOBAR,MARCO AND BRENDA | 6001 TEMPLETON ST | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6214015008 | RESIDENTIAL | ESCOBEDO,SALVADOR AND CLAUDIA | 4010 OLIVE ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6213026016 | RESIDENTIAL | ESPARZA,ADRIANA | 3369 BROADWAY | HUNTINGTON PARK | 373.76 | 37.38 | 411.14 |
| 6321016010 | RESIDENTIAL | ESPINOZA,GLORIA A | 2108 CLARENDON AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214010015 | RESIDENTIAL | ESPINOZA,GUSTAVO R AND | 3716 GRAND AV | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6318014020 | RESIDENTIAL | ESTATE OF CHAPARRO,JOSE R ET AL | 3619 E 60TH PL | HUNTINGTON PARK | 151.83 | 15.18 | 167.01 |
| 6319013011 | RESIDENTIAL | ESTRADA,ADALBERTO AND CLARA V | 6246 PLASKA AV | HUNTINGTON PARK | 374.88 | 37.49 | 412.37 |
| 6323022004 | RESIDENTIAL | FAJARDO,JOSE L AND MARIA E | 6922 STATE ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321021026 | RESIDENTIAL | FAJARDO,WALTER | 6412 MARRBRISA AV | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6214014007 | RESIDENTIAL | FARIAS,SUSANA | 3825 HILL ST | HUNTINGTON PARK | 327.85 | 32.79 | 360.64 |
| 6323026054 | RESIDENTIAL | FEDERAL HOME LOAN MORTGAGE CORP | 7072 STATE ST | HUNTINGTON PARK | 112.40 | 11.24 | 123.64 |
| 6324036030 | RESIDENTIAL | FERNANDEZ,JULIAN | 6718 NEWELL ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318015031 | RESIDENTIAL | FIGUEROA,JOSE | 3550 E 60TH PL | HUNTINGTON PARK | 124.68 | 12.47 | 137.15 |
| 6320006073 | RESIDENTIAL | FIGUEROA,MICHAEL AND KARLA | 2707 BELGRAVE AV | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6212002037 | RESIDENTIAL | FLORES,FERNANDO | 2979 WALNUT ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6318011019 | RESIDENTIAL | FLORES,HECTOR | 3536 E 59TH PL | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6323015030 | RESIDENTIAL | FLORES,HELEN TR | 6716 CEDAR ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6319016009 | RESIDENTIAL | FLORES,MARIA A | 6240 HOOD AV | HUNTINGTON PARK | 372.95 | 37.30 | 410.25 |
| 6320025005 | RESIDENTIAL | FONSECA, DIANE | 2812 RANDOLPH ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6318009026 | RESIDENTIAL | FRANCISCO, NORA MARTINEZ | 6013 #30 MAYWOOD AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6323007022 | RESIDENTIAL | FRANCO, FULGENCIO | 7119 ARBUTUS AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6320018029 | RESIDENTIAL | FRANCO,XOCHITL | 6209 MALABAR ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6213012005 | RESIDENTIAL | FRAYRE,NOELIA AND | 3419 FLOWER ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6320009012 | RESIDENTIAL | GALLARDO,DAMIAN P AND | 6028 TEMPLETON ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6318018010 | RESIDENTIAL | GALLEGOS,LEONEL S AND VERONICA | 3627 RANDOLPH PL | HUNTINGTON PARK | 242.40 | 24.24 | 266.64 |
| 6213019024 | RESIDENTIAL | GALLEGOS,REBECA ET AL | 7706 STATE ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318015020 | RESIDENTIAL | GALVAN,ANNA J | 3617 E 61ST ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321021012 | RESIDENTIAL | GANN,HAROLD D AND ANNA M | 6514 MARRBRISA AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6213011012 | RESIDENTIAL | GARCIA,ARMINDA G ET AL | 3360 LIVE OAK ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6213015009 | RESIDENTIAL | GARCIA,ELISA | 3467 HOPE ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6317005030 | RESIDENTIAL | GARCIA,EVELYN | 4200 E 60TH ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6321027025 | RESIDENTIAL | GARCIA,GABRIEL AND ROSA | 2126 ZOE AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6214013015 | RESIDENTIAL | GARCIA,GONZALO AND ALMA L | 3732 OLIVE ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6214017017 | RESIDENTIAL | GARCIA,GUILLERMO AND MARIA | 3717 BROADWAY | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323022011 | RESIDENTIAL | GARCIA,JESUS AND CARMEN | 6935 BENSON ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323026048 | RESIDENTIAL | GARCIA,JULIO P | 7024 #A PLASKA AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318029023 | RESIDENTIAL | GARCIA,REFUGIO & TERESA | 3911 RANDOLPH ST | HUNTINGTON PARK | 136.05 | 13.61 | 149.66 |

EXHIBIT A

City of Huntington Park - List of Delinquent Refuse Disposal Service Accounts

Fiscal Year 2015/16

| PARCEL | PARCEL TYPE | OWNER NAME | ADDRESS | CITY | PRINCIPAL | CITY FEE | TOTAL DUE |
|------------|-------------|-----------------------------------|-------------------------|-----------------|-----------|----------|-----------|
| 6321020023 | RESIDENTIAL | GARCIA,VERONICA ETAL | 6431 MARBRISA AV | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6214014008 | RESIDENTIAL | GARCIA,YARYTZA ET AL JAIRO | 3829 HILL ST | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6319005019 | RESIDENTIAL | GASTELUM,NINIVE | 6360 MARCONI ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6320015023 | RESIDENTIAL | GATIGA,ROBERT | 6029 RUGBY AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6320015003 | RESIDENTIAL | GELDHOF,JAY R AND IDELSIS | 6008 MALABAR ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6322014021 | RESIDENTIAL | GIRON BERTIN ESPERANZA | 6719 STAFFORD AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214017018 | RESIDENTIAL | GODOY,ANNABEL | 3711 BROADWAY | HUNTINGTON PARK | 57.44 | 5.74 | 63.18 |
| 6317012013 | RESIDENTIAL | GOMEZ,DINA | 6164 OTIS AV | HUNTINGTON PARK | 656.04 | 65.60 | 721.64 |
| 6321025012 | RESIDENTIAL | GOMEZ,DINORA | 6818 ALBANY ST | HUNTINGTON PARK | 109.34 | 10.93 | 120.27 |
| 6309020012 | RESIDENTIAL | GONZALES,JOSE | 2628 E 53RD ST | HUNTINGTON PARK | 281.16 | 28.12 | 309.28 |
| 6322006019 | RESIDENTIAL | GONZALEZ, ELVIA | 2720 E GAGE AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321026002 | RESIDENTIAL | GONZALEZ,ALFREDO AND YOLANDA | 2322 ZOE AV | HUNTINGTON PARK | 117.34 | 11.73 | 129.07 |
| 6214017010 | RESIDENTIAL | GONZALEZ,BERTHA | 3721 BROADWAY | HUNTINGTON PARK | 133.92 | 13.39 | 147.31 |
| 6323020002 | RESIDENTIAL | GONZALEZ,CARLOS | 6910 CEDAR ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321010035 | RESIDENTIAL | GONZALEZ,FRANCISCO AND LEONOR | 6227 MARBRISA AV | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6318013007 | RESIDENTIAL | GONZALEZ,JUAN D | 3638 E 59TH PL | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6318015002 | RESIDENTIAL | GONZALEZ,MANUEL | 3645 E 61ST ST | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6317011021 | RESIDENTIAL | GORDILLO,JESUS P | 6115 OTIS AV | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6214007011 | RESIDENTIAL | GRANADOS,HENRY | 3521 GRAND AV | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6320032010 | RESIDENTIAL | GRANILLO,MILAGRO A TR | 6346 #A MALABAR ST | HUNTINGTON PARK | 87.44 | 8.74 | 96.18 |
| 6320032010 | RESIDENTIAL | GRANILLO,MILAGRO A TR | 6346 #B MALABAR ST | HUNTINGTON PARK | 281.16 | 28.12 | 309.28 |
| 6320032010 | RESIDENTIAL | GRANILLO,MILAGRO A TR | 6346 #C MALABAR ST | HUNTINGTON PARK | 281.16 | 28.12 | 309.28 |
| 6321020021 | RESIDENTIAL | GRIMALDO,CARLOS | 6421 MARBRISA AV | HUNTINGTON PARK | 249.94 | 24.99 | 274.93 |
| 6323012061 | RESIDENTIAL | GUDINO,CINDY | 6830 HOOD AV | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6321020004 | RESIDENTIAL | GUERRERO,HOMERO AND ELBA | 6521 MARBRISA AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6212001032 | RESIDENTIAL | GUERRERO,ISMAEL AND CATALINA L | 3073 WALNUT ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6321020005 | RESIDENTIAL | GUERRERO,MADELINA CO TR | 6525 MARBRISA AV | HUNTINGTON PARK | 152.44 | 15.24 | 167.68 |
| 6213014019 | RESIDENTIAL | GUEVARA, CHAVEZ | 3333 HOPE ST | HUNTINGTON PARK | 64.16 | 6.42 | 70.58 |
| 6319016009 | RESIDENTIAL | GUILLERMO MORENO | 6240 #A HOOD AV | HUNTINGTON PARK | 78.10 | 7.81 | 85.91 |
| 6320024012 | RESIDENTIAL | GUIROLA,ALEXANDRO R | 6103 TEMPLETON ST | HUNTINGTON PARK | 211.51 | 21.15 | 232.66 |
| 6317011007 | RESIDENTIAL | GUITIERREZ, EDUARDO | 4113 +A & B RANDOLPH ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6214018010 | RESIDENTIAL | GUTIERREZ, GABRIEL | 4001 BROADWAY | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214011015 | RESIDENTIAL | GUZMAN,JOE L | 3827 OLIVE ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321013021 | RESIDENTIAL | GUZMAN,MANUEL A AND DELIA B | 2424 CLARENDON AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6320008033 | RESIDENTIAL | HAM,AGNES K TR | 5931 MILES AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6320008048 | RESIDENTIAL | HAN, LIEN A | 5938 TEMPLETON ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323006017 | RESIDENTIAL | HASSAN,HASSAN | 7034 PASSAIC ST | HUNTINGTON PARK | 157.68 | 15.77 | 173.45 |
| 6323011022 | RESIDENTIAL | HERMELINDA ORTEGA & JAVIER RIVAS | 3220 ZOE AV | HUNTINGTON PARK | 374.88 | 37.49 | 412.37 |
| 6321018015 | RESIDENTIAL | HERNANDEZ,ALEX & JOSEPHINE A | 6531 COTTAGE ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6214024001 | RESIDENTIAL | HERNANDEZ,ARNULFO | 4080 BROADWAY | HUNTINGTON PARK | 208.70 | 20.87 | 229.57 |
| 6323023005 | RESIDENTIAL | HERNANDEZ,CAROL A | 6721 BENSON ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6319013012 | RESIDENTIAL | HERNANDEZ,CRISTINA | 6304 PLASKA AV | HUNTINGTON PARK | 49.92 | 4.99 | 54.91 |
| 6309020012 | RESIDENTIAL | HERNANDEZ,FRANCISCA | 2628 E 53RD ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323008010 | RESIDENTIAL | HERNANDEZ,GERARDO ET AL | 7010 MARCONI ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6214009007 | RESIDENTIAL | HERNANDEZ,GILBERT AND NORA P | 3617 OLIVE ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214002018 | RESIDENTIAL | HERNANDEZ,GUILLE尔MO | 3604 CALIFORNIA ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6320019041 | RESIDENTIAL | HERNANDEZ,JAVIER AND ROSA M | 6117 RUGBY AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214027018 | RESIDENTIAL | HERNANDEZ,JUAN B TR | 3833 SANTA ANA ST | HUNTINGTON PARK | 333.92 | 33.39 | 367.31 |
| 6321012022 | RESIDENTIAL | HERNANDEZ,SALVADOR | 6149 MIDDLETON ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6214024017 | RESIDENTIAL | HIGUERA,MARIA G | 4137 CUDAHY ST | HUNTINGTON PARK | 68.92 | 6.89 | 75.81 |
| 6320002094 | RESIDENTIAL | HUERTA,OSWALDO AND LETICIA E | 5957 RUGBY AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6320019024 | RESIDENTIAL | HUNTLEY,KIM CO TR | 6205 RUGBY AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323006023 | RESIDENTIAL | HUROWITZ,RACHEL TR | 7124 PASSAIC ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6320011007 | RESIDENTIAL | IBARRA,FERNANDO | 6038 SEVILLE AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323016006 | RESIDENTIAL | IBARRA,NICANDRO | 6625 CEDAR ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321019017 | RESIDENTIAL | IN CARE BENJAMIN VALDEZ | 6511 ALBANY ST | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6214013012 | RESIDENTIAL | ISIDRON,EDDIE AND BELKIS L | 3716 OLIVE ST | HUNTINGTON PARK | 46.85 | 4.69 | 51.54 |
| 6213017010 | RESIDENTIAL | JAQUEZ,ROSA G TR | 3358 HOPE ST | HUNTINGTON PARK | 51.16 | 5.12 | 56.28 |
| 6213012002 | RESIDENTIAL | JARAMILLO,WILBUR | 3422 LIVE OAK ST | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6320019037 | RESIDENTIAL | JIMENEZ,IRMA AND MOISES | 6143 RUGBY AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214004004 | RESIDENTIAL | JOSE & ISABEL LLAMAS | 3613 FLOWER ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6319021033 | RESIDENTIAL | JOSE GONZALEZ | 6248 BISSELL ST | HUNTINGTON PARK | 199.92 | 19.99 | 219.91 |
| 6312028012 | RESIDENTIAL | JUAN MEZA | 5958 CORONA AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6322026012 | RESIDENTIAL | KALPAKOFF,ROBERT W | 2718 SATURN AV | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6319015003 | RESIDENTIAL | KOPP,OMAR | 6328 HOOD AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6213023026 | RESIDENTIAL | LAURENT,PATRICIA C | 3326 OLIVE ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6323015034 | RESIDENTIAL | LEAL,RENE C | 6630 CEDAR ST | HUNTINGTON PARK | 84.96 | 8.50 | 93.46 |
| 6320024013 | RESIDENTIAL | LEMUS,GEORGE F OR LYNDA C MENDOZA | 6121 TEMPLETON ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6319021024 | RESIDENTIAL | LEMUS,JESUS AND TERESA R | 6328 BISSELL ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6312027012 | RESIDENTIAL | LEMUS,VINCENT AND IRMA G | 5954 RIVERSIDE AV | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6319001031 | RESIDENTIAL | LIZARRAGA,HUMBERTO L JR | 2919 CLARENDON AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321009001 | RESIDENTIAL | LOPEZ, BAYMAR | 6240 COTTAGE ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6213007008 | RESIDENTIAL | LOPEZ,ALFREDO AND ALEXANDRA | 3301 LIVE OAK ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6324033003 | RESIDENTIAL | LOPEZ,ARMANDO | 7034 NEWELL ST | HUNTINGTON PARK | 238.30 | 23.83 | 262.13 |
| 6321009024 | RESIDENTIAL | LOPEZ,JAY AND | 6101 ALBANY ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6323006004 | RESIDENTIAL | LOPEZ,JORGE E | 7131 MARCONI ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321020024 | RESIDENTIAL | LOPEZ,JOSE B | 6430 ALBANY ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214021015 | RESIDENTIAL | LOPEZ,MARIA A | 3723 CUDAHY ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6317010002 | RESIDENTIAL | LOPEZ,MARIO | 4062 E 61ST ST | HUNTINGTON PARK | 119.92 | 11.99 | 131.91 |
| 6318015027 | RESIDENTIAL | LOPEZ,RAFAEL AND EVANGELINA AND | 3531 E 61ST ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6214012015 | RESIDENTIAL | LOPEZ,RICARDO | 3602 OLIVE ST | HUNTINGTON PARK | 90.82 | 9.08 | 99.90 |

EXHIBIT A
City of Huntington Park - List of Delinquent Refuse Disposal Service Accounts
Fiscal Year 2015/16

| PARCEL | PARCEL TYPE | OWNER NAME | ADDRESS | CITY | PRINCIPAL | CITY FEE | TOTAL DUE |
|------------|-------------|-------------------------------------|-----------------------|-----------------|-----------|----------|-----------|
| 6323023014 | RESIDENTIAL | LORENZO ALONZO | 6835 BENSON ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6324036011 | RESIDENTIAL | LUCERO,LEOCADIA | 6823 HOLLENBECK ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6214020010 | RESIDENTIAL | LUEVANO,ROSALVA | 3524 BROADWAY | HUNTINGTON PARK | 86.96 | 8.70 | 95.66 |
| 6318028010 | RESIDENTIAL | LUNA,HUMBERTO | 6161 BEAR AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6318028010 | RESIDENTIAL | LUNA,HUMBERTO | 6161 1/2 BEAR AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6324036009 | RESIDENTIAL | LUNA,LEANDRO G AND MARIA T | 6813 HOLLENBECK ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6214018015 | RESIDENTIAL | LUNA,MARIA D ET AL | 3916 HILL ST | HUNTINGTON PARK | 129.84 | 12.98 | 142.82 |
| 6319009016 | RESIDENTIAL | LUNA,VICTOR AND | 6305 BENSON ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214028002 | RESIDENTIAL | MACHADO,RONALD S TR | 4072 CUDAHY ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6213033016 | RESIDENTIAL | MACHUCA,FELIPE G AND MARIA L | 3412 CUDAHY ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214027020 | RESIDENTIAL | MACIAS,CARLOS AND | 3823 SANTA ANA ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6324033004 | RESIDENTIAL | MACIAS,JOSE J | 7040 NEWELL ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6317007021 | RESIDENTIAL | MADRIGAL,JOSE AND MARTHA | 4053 E 61ST ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6318029020 | RESIDENTIAL | MADRIGAL,MIGUEL A | 6163 CORONA AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323012072 | RESIDENTIAL | MAGALLON,GUILLERMO A | 6706 A HOOD AVE | HUNTINGTON PARK | 69.92 | 6.99 | 76.91 |
| 6214025013 | RESIDENTIAL | MAJANO,LUIS A AND ZOILA R TRS | 3606 CUDAHY ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6212001025 | RESIDENTIAL | MALDONADO,HECTOR AND MARTHA | 3103 WALNUT ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214001012 | RESIDENTIAL | MALDONADO,OLIVIA J | 3529 CALIFORNIA ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6212002027 | RESIDENTIAL | MALHI,PRITAM R | 3045 WALNUT ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6320026012 | RESIDENTIAL | MARIA J SALVADOR | 6356 TEMPLETON ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6324037026 | RESIDENTIAL | MARINO,JOHN | 6600 HOLLENBECK ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6319008036 | RESIDENTIAL | MARISCAL,LILIANA & ROSALIBA | 6222 CEDAR ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6213032010 | RESIDENTIAL | MARTINEZ, ABRAHAM | 3374 CUDAHY ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6213011028 | RESIDENTIAL | MARTINEZ,ARMANDO | 3357 FLOWER ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6318029019 | RESIDENTIAL | MARTINEZ,DEBORA A AND MIGUEL SEGURA | 6157 CORONA AV | HUNTINGTON PARK | 781.00 | 78.10 | 859.10 |
| 6323025053 | RESIDENTIAL | MARTINEZ,GREGORIO | 7117 STATE ST | HUNTINGTON PARK | 95.20 | 9.52 | 104.72 |
| 6321011018 | RESIDENTIAL | MARTINEZ,JUAN F AND MARIA E | 6132 MARBRISA AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6322028023 | RESIDENTIAL | MARTINEZ,MARIO A | 7009 TEMPLETON ST | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6214006020 | RESIDENTIAL | MARTINEZ,MICHAEL TR | 3623 HOPE ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6320008030 | RESIDENTIAL | MARTINEZ,OSVALDO | 5919 MILES AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6310021008 | RESIDENTIAL | MAYORQUIN,BERTHA | 2959 RANDOLPH ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6318027027 | RESIDENTIAL | MEDINA,JOSE L AND ANGELINA | 3738 E 61ST ST | HUNTINGTON PARK | 58.68 | 5.87 | 64.55 |
| 6323006024 | RESIDENTIAL | MEDINA,MARTIN AND PATRICIA | 7130 PASSAIC ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318013027 | RESIDENTIAL | MEDINA,VANESSA TR | 3634 E 59TH PL | HUNTINGTON PARK | 105.45 | 10.55 | 116.00 |
| 6318028006 | RESIDENTIAL | MENA,EVANGELINA R AND SALVADOR | 6151 BEAR AV | HUNTINGTON PARK | 149.92 | 14.99 | 164.91 |
| 6214018029 | RESIDENTIAL | MENDEZ,CARLOS | 3827 BROADWAY | HUNTINGTON PARK | 124.92 | 12.49 | 137.41 |
| 6317008007 | RESIDENTIAL | MENDOZA,SUSAN | 6065 RIVERSIDE AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6317008008 | RESIDENTIAL | MEZA,ALBINO | 6059 RIVERSIDE AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6312025024 | RESIDENTIAL | MEZA,MARICELA | 5919 FISHBURN AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6312025010 | RESIDENTIAL | MIRANDA,JUAN C AND MARTHA | 5960 OTIS AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321030021 | RESIDENTIAL | MIS,LUIS | 7030 ALBANY ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6322013019 | RESIDENTIAL | MONCADA,VICTOR H AND | 6603 TEMPLETON ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321003070 | RESIDENTIAL | MONDRAGON,PASTOR | 5976 MIDDLETON ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6318029018 | RESIDENTIAL | MONTELLANO,JUDITH | 6162 BEAR AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6320016026 | RESIDENTIAL | MONTES,JACQUELINE | 2462 BELGRAVE AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6323025029 | RESIDENTIAL | MONZON,SHARON S | 7126 BENSON ST | HUNTINGTON PARK | 374.88 | 37.49 | 412.37 |
| 6320009046 | RESIDENTIAL | MORA,ALFREDO | 6004 TEMPLETON ST | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6322031015 | RESIDENTIAL | MORADO,MANUEL | 7029 MILES AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321010015 | RESIDENTIAL | MORALES,BERTHA AND | 6206 ALBANY ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6214028017 | RESIDENTIAL | MORALES,CARLOS | 4027 SANTA ANA ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6213027009 | RESIDENTIAL | MORENO, ALMA | 3467 BROADWAY | HUNTINGTON PARK | 33.99 | 3.40 | 37.39 |
| 6321034013 | RESIDENTIAL | MORGAN,JUNIOR G AND JUDITH V | 6116 SANTA FE AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214018023 | RESIDENTIAL | MUNGUIA,IGNACIO | 3907 BROADWAY | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6214016019 | RESIDENTIAL | MUNOZ ELLIS,DOREEN ET AL | 3510 #A HILL ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6212016046 | RESIDENTIAL | MUNOZ,JOSE M JR ET AL | 7817 STATE ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6214027028 | RESIDENTIAL | MUNOZ,MARGARET M | 3912 CUDAHY ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6214020020 | RESIDENTIAL | MURILLO,AUGUSTO AND MABELL ET AL | 3608 BROADWAY | HUNTINGTON PARK | 99.32 | 9.93 | 109.25 |
| 6214009011 | RESIDENTIAL | MURILLO,FRANCISCO AND REBECA AND | 3606 GRAND AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318017013 | RESIDENTIAL | MURILLO,PEDRO | 3638 E 61ST PL | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6213027019 | RESIDENTIAL | MYERS,TANYA | 3418 HILL ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6321011029 | RESIDENTIAL | NATERA,MARIA E ET AL | 6201 SANTA FE AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214026023 | RESIDENTIAL | NAVA,ISMAEL AND ANA L | 3700 CUDAHY ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6214026005 | RESIDENTIAL | NAVARRO,MIGUEL | 3815 SANTA ANA ST | HUNTINGTON PARK | 15.59 | 1.56 | 17.15 |
| 6317009024 | RESIDENTIAL | NAVARRO,PEDRO B | 4012 E 61ST ST | HUNTINGTON PARK | 91.77 | 9.18 | 100.95 |
| 6323001041 | RESIDENTIAL | NUNEZ,ROGELIO | 6513 NEWELL ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6310021096 | RESIDENTIAL | OCHOA, VERONICA | 2940 E 61ST ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6318014012 | RESIDENTIAL | OCHOA,JULIO CESAR& SOLEDAD GARCIA | 3640 E 60TH ST | HUNTINGTON PARK | 62.52 | 6.25 | 68.77 |
| 6318027005 | RESIDENTIAL | OCHOA,TRINY | 3749 RANDOLPH ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6310022086 | RESIDENTIAL | OLGUIN,ROSAURA | 6075 ARBUTUS AV | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6322021014 | RESIDENTIAL | OLIVA,MARIA E | 6915 MALABAR ST | HUNTINGTON PARK | 299.84 | 29.98 | 329.82 |
| 6320007022 | RESIDENTIAL | OLMOS,SALVADOR AND MARIA | 5937 TEMPLETON ST | HUNTINGTON PARK | 178.68 | 17.87 | 196.55 |
| 6318016017 | RESIDENTIAL | ORANTES, OSCAR | 3617 + 3619 E 61ST PL | HUNTINGTON PARK | 171.40 | 17.14 | 188.54 |
| 6213009008 | RESIDENTIAL | ORDONEZ,CESAR AND EDITH | 3470 CALIFORNIA ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318030011 | RESIDENTIAL | ORELLANA,CARLOS ANG | 6017 CORONA AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6319013018 | RESIDENTIAL | OROZCO, DORA | 6245 HOOD AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6321027013 | RESIDENTIAL | OROZCO,JOSE | 2132 +2134 ZOE AV | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6213016016 | RESIDENTIAL | OROZCO,MARIA L AND SAMUEL | 3308 HOPE ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6323015038 | RESIDENTIAL | ORTEGA, PETER | 6612 CEDAR ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321014004 | RESIDENTIAL | ORTEGA,OSCAR AND VICTORIA | 6332 MARBRISA AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318034017 | RESIDENTIAL | ORTEGA,RENE AND LUZ | 3905 E 60TH ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6318015019 | RESIDENTIAL | ORTEGON,ROSA | 3619 E 61ST ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |

EXHIBIT A

City of Huntington Park - List of Delinquent Refuse Disposal Service Accounts

Fiscal Year 2015/16

| PARCEL | PARCEL TYPE | OWNER NAME | ADDRESS | CITY | PRINCIPAL | CITY FEE | TOTAL DUE |
|---------------|--------------------|---------------------------------|-----------------------|-----------------|------------------|-----------------|------------------|
| 6323025048 | RESIDENTIAL | ORTEZ,JORGE A | 7124 #A PLASKA AV | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6318017029 | RESIDENTIAL | ORTIZ,ALBERTO F AND PATRICIA | 3529 RANDOLPH ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6323029012 | RESIDENTIAL | OTONIEL & BEATRIS HERNANDEZ | 6504 BENSON ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6319017008 | RESIDENTIAL | PABLO,YOLANDA G | 6248 NEWELL ST | HUNTINGTON PARK | 349.84 | 34.98 | 384.82 |
| 6323012075 | RESIDENTIAL | PACHECO,ADAN SR | 6852 HOOD AV | HUNTINGTON PARK | 156.72 | 15.67 | 172.39 |
| 6213025014 | RESIDENTIAL | PADILLA,EDDIE A AND | 3250 HILL ST | HUNTINGTON PARK | 99.92 | 9.99 | 109.91 |
| 6319020010 | RESIDENTIAL | PADILLA,JORGE | 6244 HOLLENBECK ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323015033 | RESIDENTIAL | PADILLA,MIGUEL A | 6702 CEDAR ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214026020 | RESIDENTIAL | PANDURO,HECTOR AND SARA M | 3701 SANTA ANA ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6321020001 | RESIDENTIAL | PARRA,JUANA M | 6503 MARBRISA AV | HUNTINGTON PARK | 337.36 | 33.74 | 371.10 |
| 6321030005 | RESIDENTIAL | PARRA,MARCO | 6913 MARBRISA AV | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6312025025 | RESIDENTIAL | PATEL,VANDANA | 5915 FISHBURN AV | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6213016005 | RESIDENTIAL | PAULA H DE HEREDIA | 7666 STATE ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6318016041 | RESIDENTIAL | PEDRAJA,LAZARO AND NATIVIDAD | 3515 E 61ST PL | HUNTINGTON PARK | 358.59 | 35.86 | 394.45 |
| 6324035046 | RESIDENTIAL | PENA,FELICIANO AND ALICIA | 6728 HOLLENBECK ST | HUNTINGTON PARK | 150.72 | 15.07 | 165.79 |
| 6214009012 | RESIDENTIAL | PENA,MARIA | 3534 GRAND AV | HUNTINGTON PARK | 93.44 | 9.34 | 102.78 |
| 6214017007 | RESIDENTIAL | PENA,MARIA | 3731 BROADWAY | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321026016 | RESIDENTIAL | PENALOZA,MARCO A | 2319 MORTIMER ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6319002018 | RESIDENTIAL | PERALES,FELIPE CO TR | 6331 GENTRY ST | HUNTINGTON PARK | 224.92 | 22.49 | 247.41 |
| 6319003019 | RESIDENTIAL | PEREYRA,VERONICA | 6321 PASSAIC ST | HUNTINGTON PARK | 449.76 | 44.98 | 494.74 |
| 6317010023 | RESIDENTIAL | PEREZ, MARIO | 6171 GIFFORD AV | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6322029001 | RESIDENTIAL | PEREZ,ARTURO L | 7112 STAFFORD AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6319015014 | RESIDENTIAL | PEREZ,FRANCISCO AND ESPERANZA | 6349 NEWELL ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6318014014 | RESIDENTIAL | PEREZ,JOSE M AND SOCORRO | 3630 E 60TH ST | HUNTINGTON PARK | 150.14 | 15.01 | 165.15 |
| 6321030014 | RESIDENTIAL | PEREZ,JUAN M | 7111 MARBRISA AV | HUNTINGTON PARK | 78.10 | 7.81 | 85.91 |
| 6213004014 | RESIDENTIAL | PEREZ,PEDRO AND MARIA L | 3309 CALIFORNIA ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6318015010 | RESIDENTIAL | PEREZ,RAFAEL | 3638 E 60TH PL | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323020009 | RESIDENTIAL | PEREZ,ROSE M | 7006 CEDAR ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6321019005 | RESIDENTIAL | PEREZ,RUBEN AND ROSA P AND | 6417 ALBANY ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214006019 | RESIDENTIAL | PEREZ,WILLIAM AND JENMY | 3612 FLOWER ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6213027014 | RESIDENTIAL | PICHARDO,CLAUDIA | 3456 HILL ST | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6212005044 | RESIDENTIAL | PICHARDO,RAUL AND EUGENIA | 3202 CALIFORNIA ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6213026007 | RESIDENTIAL | PIEDRAS,LOURDES | 3381 BROADWAY | HUNTINGTON PARK | 49.92 | 4.99 | 54.91 |
| 6318014010 | RESIDENTIAL | PLASCENCIA,JORGE A | 3648 E 60TH ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6213020012 | RESIDENTIAL | POTTS,JERRY AND VANESSA AND | 3372 GRAND AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6212005043 | RESIDENTIAL | PRECIADO,MARIO C | 3208 CALIFORNIA ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6214007034 | RESIDENTIAL | PRECIADO,SILVINO O AND | 3609 GRAND AV | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6321019027 | RESIDENTIAL | PUENTE,OSCAR | 6524 COTTAGE ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6323014040 | RESIDENTIAL | RAMIREZ,HILDA C | 6421 STATE ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6310023122 | RESIDENTIAL | RAMIREZ,JUAN J | 2945 E 60TH PL | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6213006003 | RESIDENTIAL | RAMIREZ,JULIAN | 3424 WALNUT ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214022003 | RESIDENTIAL | RAMIREZ,MANUEL AND MARTHA V | 3826 BROADWAY | HUNTINGTON PARK | 49.92 | 4.99 | 54.91 |
| 6213022010 | RESIDENTIAL | RAMIREZ,MARIA D TR | 3259 HILL ST | HUNTINGTON PARK | 268.60 | 26.86 | 295.46 |
| 6214009013 | RESIDENTIAL | RAMIREZ,MARIA R | 3530 GRAND AV | HUNTINGTON PARK | 75.60 | 7.56 | 83.16 |
| 6317004001 | RESIDENTIAL | RAMIREZ,SANTIAGO D AND MARIA T | 4328 E 60TH ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6323001023 | RESIDENTIAL | RAMON CAMPOY | 6616 HOOD AV | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6323029027 | RESIDENTIAL | RANGEL,AGUSTIN AND ESPERANZA | 6613 #A PLASKA AV | HUNTINGTON PARK | 87.44 | 8.74 | 96.18 |
| 6321030024 | RESIDENTIAL | REGALADO, MARIA T | 7018 ALBANY ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6322026016 | RESIDENTIAL | REISDORF,CARLA MAY | 7001 STAFFORD AV | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6213020016 | RESIDENTIAL | REYES,JESUS | 3367 OLIVE ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214027006 | RESIDENTIAL | REYES,JORGE & GAUDENCIA | 3923 SANTA ANA ST | HUNTINGTON PARK | 149.92 | 14.99 | 164.91 |
| 6323007028 | RESIDENTIAL | REYES,JOSUE AND LISA | 7029 ARBUTUS AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6318034036 | RESIDENTIAL | REYES,LILIANA | 5968 CARMELITA AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321015020 | RESIDENTIAL | REYES,MARIO A AND GRACIELA | 6341 MARBRISA AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6317008024 | RESIDENTIAL | REYES,RODOLFO AND GLADYS M | 4022 E 60TH ST | HUNTINGTON PARK | 49.92 | 4.99 | 54.91 |
| 6321031014 | RESIDENTIAL | REYNAGA,CAMILO AND | 2308 SATURN AV | HUNTINGTON PARK | 104.72 | 10.47 | 115.19 |
| 6213015004 | RESIDENTIAL | REYNOSO,SALVADOR | 3471 HOPE ST | HUNTINGTON PARK | 562.32 | 56.23 | 618.55 |
| 6310025045 | RESIDENTIAL | RHINO CAPITAL AND INVESTMENT | 3063 RANDOLPH ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6317006022 | RESIDENTIAL | RINCON,OCTAVIO AND PORFIRIA AND | 4111 E 61ST ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6320006016 | RESIDENTIAL | RIOS,ANN M | 5931 +1/2 STAFFORD AV | HUNTINGTON PARK | 312.48 | 31.25 | 343.73 |
| 6322014029 | RESIDENTIAL | RIOS,RICARDO AND MARIA J | 6823 STAFFORD AV | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6322021020 | RESIDENTIAL | RIVAS,ELSA G CO TR | 7029 MALABAR ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6214013019 | RESIDENTIAL | RIVAS,RUBEN E | 3803 HILL ST | HUNTINGTON PARK | 239.20 | 23.92 | 263.12 |
| 6320016008 | RESIDENTIAL | RIVERA,ANTHONY AND | 6019 MALABAR ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6319017010 | RESIDENTIAL | RIVERA,JESUS AND | 6306 NEWELL ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6318014044 | RESIDENTIAL | RIVERA,NORMA | 3512 E 60TH ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214002009 | RESIDENTIAL | RIZKHALIL,MARIA | 3529 LIVE OAK ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214010022 | RESIDENTIAL | ROBLES,MARTHA M | 3633 OLIVE ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6321009008 | RESIDENTIAL | RODENAS,SHELLEY | 6210 COTTAGE ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6318026025 | RESIDENTIAL | RODRIGUEZ,JUAN V ET AL | 3721 RANDOLPH ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6212013048 | RESIDENTIAL | RODRIGUEZ,LETICIA | 3206 GRAND AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214011014 | RESIDENTIAL | RODRIGUEZ,MIRIAM | 3833 OLIVE ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6213019016 | RESIDENTIAL | RODRIGUEZ,ROSA J | 3257 OLIVE ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6322030008 | RESIDENTIAL | ROJAS,OLGA L | 6932 TEMPLETON ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6318015029 | RESIDENTIAL | ROMO,ELISA J TR | 3523 E 61ST ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6320025013 | RESIDENTIAL | ROSAS,AURORA TR | 6216 TEMPLETON ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214010014 | RESIDENTIAL | ROSAS,MARTIN | 3720 GRAND AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214008005 | RESIDENTIAL | ROSAS,SAMUEL AND MATILDE | 3713 GRAND AV | HUNTINGTON PARK | 178.68 | 17.87 | 196.55 |
| 6321003054 | RESIDENTIAL | RUBIO,RICARDO AND TERESA | 5945 MIDDLETON ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323018011 | RESIDENTIAL | RUIZ, GUSTAVO | 7130 ARBUTUS AV | HUNTINGTON PARK | 93.68 | 9.37 | 103.05 |
| 6321010030 | RESIDENTIAL | RUIZ,MOISES AND CLAUDIA AND | 6151 MARBRISA AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |

EXHIBIT A

City of Huntington Park - List of Delinquent Refuse Disposal Service Accounts

Fiscal Year 2015/16

| PARCEL | PARCEL TYPE | OWNER NAME | ADDRESS | CITY | PRINCIPAL | CITY FEE | TOTAL DUE |
|---------------|--------------------|-------------------------------------|------------------------|-----------------|------------------|-----------------|------------------|
| 6214024010 | RESIDENTIAL | RUVALCABA,ERICA | 4117 CUDAHY ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214005003 | RESIDENTIAL | SALAZAR,EUSTACIO AND LOURDES | 3534 FLOWER ST | HUNTINGTON PARK | 219.46 | 21.95 | 241.41 |
| 6323015004 | RESIDENTIAL | SALAZAR,JOSE J | 6617 STATE ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6213015016 | RESIDENTIAL | SALCEDO,JOSE L AND | 3418 FLOWER ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6213026002 | RESIDENTIAL | SANCHEZ,CARLOS E | 3406 HILL ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6322014014 | RESIDENTIAL | SANCHEZ,CARLOTA | 6603 STAFFORD AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323018021 | RESIDENTIAL | SANCHEZ,DORA | 7117 CEDAR ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6320006091 | RESIDENTIAL | SANCHEZ,ESTEVAN AND | 5945 STAFFORD AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6319016027 | RESIDENTIAL | SANCHEZ,GERARDO C/O MIRELLA C MUNIZ | 6215 NEWELL ST | HUNTINGTON PARK | 562.32 | 56.23 | 618.55 |
| 6214020009 | RESIDENTIAL | SANCHEZ,MARCIANO | 3520 BROADWAY | HUNTINGTON PARK | 59.30 | 5.93 | 65.23 |
| 6323013064 | RESIDENTIAL | SANCHEZ,RAUL | 6923 PLASKA AV | HUNTINGTON PARK | 83.48 | 8.35 | 91.83 |
| 6214020018 | RESIDENTIAL | SANCHEZ,VICENTE AND JUANA G | 3534 BROADWAY | HUNTINGTON PARK | 115.50 | 11.55 | 127.05 |
| 6321029011 | RESIDENTIAL | SANCHEZ,XOCHILT ET AL | 6919 ALBANY ST | HUNTINGTON PARK | 312.40 | 31.24 | 343.64 |
| 6213031008 | RESIDENTIAL | SANDOVAL,JOSE L AND | 3261 SANTA ANA ST | HUNTINGTON PARK | 168.01 | 16.80 | 184.81 |
| 6321013022 | RESIDENTIAL | SANTACRUZ,MIGUEL AND TERESA | 2420 CLARENDON AV | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6213024001 | RESIDENTIAL | SANTANA,HECTOR | 3414 OLIVE ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6213006006 | RESIDENTIAL | SANTIAGO,ELSIE ET AL | 3425 CALIFORNIA ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6318017002 | RESIDENTIAL | SANTOS,HILDELIZA | 3647 RANDOLPH ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6323012063 | RESIDENTIAL | SAUCEDO,MIGUEL AND SANDRA | 6820 HOOD AV | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6213011002 | RESIDENTIAL | SEBRANO PEREZ | 3330 LIVE OAK ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6214011012 | RESIDENTIAL | SEJA,OLIVIA AND | 3909 OLIVE ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6323007001 | RESIDENTIAL | SILVA, DYNIA | 7020 MARCONI ST | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6318017030 | RESIDENTIAL | SERANO,MARIA | 3525 RANDOLPH ST | HUNTINGTON PARK | 232.72 | 23.27 | 255.99 |
| 6322007003 | RESIDENTIAL | SERGIO GONZALEZ | 6414 STAFFORD AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6322002002 | RESIDENTIAL | SERGIO HUERTA DIAZ | 2504 E GAGE AV | HUNTINGTON PARK | 99.92 | 9.99 | 109.91 |
| 6323002034 | RESIDENTIAL | SHELDON YBARRA,CAROL A | 6620 PLASKA AV | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6309015023 | RESIDENTIAL | SHERWOOD,BERT J AND JOAN I TRS | 2540 E 57TH ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6320033002 | RESIDENTIAL | SILVA,FELICIANO AND GUADALUPE | 6312 +A-B MIDDLETON ST | HUNTINGTON PARK | 153.48 | 15.35 | 168.83 |
| 6321012021 | RESIDENTIAL | SILVA,FRANCISCO & TORO,JOSE | 6143 MIDDLETON ST | HUNTINGTON PARK | 105.11 | 10.51 | 115.62 |
| 6213015011 | RESIDENTIAL | SILVA,MARIA | 3457 HOPE ST | HUNTINGTON PARK | 111.16 | 11.12 | 122.28 |
| 6321020012 | RESIDENTIAL | SILVA,MIGUEL AND ANA M | 6520 ALBANY ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6322030006 | RESIDENTIAL | SILVESTRE,ESTUARDO E | 6924 TEMPLETON ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6319019013 | RESIDENTIAL | SLE ENTERPRISES INC | 3309 E GAGE AV | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6213019005 | RESIDENTIAL | SOLANO,ANTONIO AND ROSA | 3317 OLIVE ST | HUNTINGTON PARK | 118.68 | 11.87 | 130.55 |
| 6323009003 | RESIDENTIAL | SOSA,CECIL C | 6613 ARBUTUS AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6324037006 | RESIDENTIAL | SOTO,JOSE H | 6516 NEWELL ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6321010020 | RESIDENTIAL | TAMAYO,MARIO | 6130 ALBANY ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6323023026 | RESIDENTIAL | TANNER,MISTY | 6706 STATE ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214023016 | RESIDENTIAL | THR CALIFORNIA LLC | 4053 CUDAHY ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6312025019 | RESIDENTIAL | THR CALIFORNIA LLC | 5929 FISHBURN AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6214026009 | RESIDENTIAL | TINAJERO, ALEX OMAR | 3727 SANTA ANA ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6319015002 | RESIDENTIAL | TORRES,CARLOS D AND | 6324 HOOD AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6322034015 | RESIDENTIAL | TORRES,ESTEBAN AND JUANA | 2924 SATURN AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214002003 | RESIDENTIAL | TORRES,SERGIO A AND NANCY | 7412 CALIFORNIA AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6214025007 | RESIDENTIAL | TORRES,YOLANDA AND | 3622 CUDAHY ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6320010052 | RESIDENTIAL | TRONCOSO,GINA | 6035 TEMPLETON ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6213009006 | RESIDENTIAL | TRUJILLO,DIEGO L | 7407 CALIFORNIA AV | HUNTINGTON PARK | 63.16 | 6.32 | 69.48 |
| 6213031019 | RESIDENTIAL | UNGO,GUSTAVO SR AND EMILIA | 8000 STATE ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6319018014 | RESIDENTIAL | URBINA,OSCAR AND PATRICIA TRS | 3275 E GAGE AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6309015012 | RESIDENTIAL | URIAS,JUAN A | 2511 E 58TH ST | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6320012010 | RESIDENTIAL | VALDERA, MANUEL | 2668 BELGRAVE AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6321016008 | RESIDENTIAL | VALDEZ,AVELINO | 6312 COTTAGE ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321016008 | RESIDENTIAL | VALDEZ,AVELINO | 6312 1/2 COTTAGE ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6320032003 | RESIDENTIAL | VALDEZ,SERGIO & SONIA | 2514 CLARENDON AV | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6319014025 | RESIDENTIAL | VALDOVINOS,LETICIA | 6307 HOOD AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6324037029 | RESIDENTIAL | VALENCIA,LADISLAO AND MARIA | 6506 HOLLENBECK ST | HUNTINGTON PARK | 656.04 | 65.60 | 721.64 |
| 6317008014 | RESIDENTIAL | VALLE, FERNANDO | 6030 CORONA AV | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6321009026 | RESIDENTIAL | VARGAS,DEMETRIO AND ARACELI E | 6127 ALBANY ST | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6214003010 | RESIDENTIAL | VARGAS,JESUS | 3528 LIVE OAK ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6317011015 | RESIDENTIAL | VASQUEZ,PETE R | 4110 E 61ST ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6213033017 | RESIDENTIAL | VASQUEZ,RAUL H AND ROSA | 3413 SANTA ANA ST | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6214028016 | RESIDENTIAL | VAZQUEZ,ALEJANDRA | 4035 SANTA ANA ST | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6317009007 | RESIDENTIAL | VAZQUEZ,JUAN C | 6163 RIVERSIDE AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6319005016 | RESIDENTIAL | VEGA,GUADALUPE | 6348 MARCONI ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6320018025 | RESIDENTIAL | VELA,JUAN ET AL | 6139 MALABAR ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6320018025 | RESIDENTIAL | VELA,JUAN ET AL | 6139 #1/2 MALABAR ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6214002016 | RESIDENTIAL | VELASCO,MARCO A | 3621 LIVE OAK ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6322008012 | RESIDENTIAL | VELASQUEZ,JUAN | 6520 TEMPLETON ST | HUNTINGTON PARK | 181.16 | 18.12 | 199.28 |
| 6214007012 | RESIDENTIAL | VELASQUEZ,WILLIAM A ET AL | 3525 GRAND AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6317008023 | RESIDENTIAL | VENTURA,JOSE AND REINA E | 4026 E 60TH ST | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6323021003 | RESIDENTIAL | VERDIN,VERONICA | 7020 MISSION PL | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6321004057 | RESIDENTIAL | VERDUZCO,BLANCA | 6001 MIDDLETON ST | HUNTINGTON PARK | 156.20 | 15.62 | 171.82 |
| 6318015043 | RESIDENTIAL | VERDUZCO,RAUL | 3608 E 60TH PL | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6214021019 | RESIDENTIAL | VIDRIO,HERMILA | 3807 CUDAHY ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6318014043 | RESIDENTIAL | VILLA, LUIS AND BERTHA | 3519 E 60TH PL | HUNTINGTON PARK | 281.16 | 28.12 | 309.28 |
| 6318009016 | RESIDENTIAL | VILLAESCUSA,JOSEPH | 6013 #14 MAYWOOD AV | HUNTINGTON PARK | 187.44 | 18.74 | 206.18 |
| 6214027004 | RESIDENTIAL | VILLAGRAN,ERICK AND CINDY | 3933 SANTA ANA ST | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6321010040 | RESIDENTIAL | VILLALVAZO,CATARINO | 2202 RANDOLPH ST | HUNTINGTON PARK | 218.68 | 21.87 | 240.55 |
| 6321010040 | RESIDENTIAL | VILLALVAZO,CATARINO | 2204 RANDOLPH ST | HUNTINGTON PARK | 281.16 | 28.12 | 309.28 |
| 6213007011 | RESIDENTIAL | VILLANUEVA,JOSE A | 3302 CALIFORNIA ST | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6321016004 | RESIDENTIAL | VILLAREAL,AMELIA L | 6332 COTTAGE ST | HUNTINGTON PARK | 249.84 | 24.98 | 274.82 |

EXHIBIT A

City of Huntington Park - List of Delinquent Refuse Disposal Service Accounts

Fiscal Year 2015/16

| PARCEL | PARCEL TYPE | OWNER NAME | ADDRESS | CITY | PRINCIPAL | CITY FEE | TOTAL DUE |
|-----------------------------------|--------------------|--|--------------------------|-----------------|-------------------|------------------|-------------------|
| 6318014012 | RESIDENTIAL | VILLAREAL,ROBERT JR TR | 3640 E 60TH ST | HUNTINGTON PARK | 32.19 | 3.22 | 35.41 |
| 6309015025 | RESIDENTIAL | VILLASENOR,ARMANDO A D | 2550 E 57TH ST | HUNTINGTON PARK | 437.36 | 43.74 | 481.10 |
| 6214023017 | RESIDENTIAL | VILLASENOR,ROSENDO AND MARIA | 4057 CUDAHY ST | HUNTINGTON PARK | 94.96 | 9.50 | 104.46 |
| 6321034012 | RESIDENTIAL | WILSON,HYACINTH V | 6114 SANTA FE AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6213019012 | RESIDENTIAL | XIQUIN,PORFIRIO M | 3260 GRAND AV | HUNTINGTON PARK | 93.72 | 9.37 | 103.09 |
| 6319016014 | RESIDENTIAL | ZAMORA,GRACIELA | 6310 HOOD AV | HUNTINGTON PARK | 249.92 | 24.99 | 274.91 |
| 6324033001 | RESIDENTIAL | ZAMORA,JAIME AND AMELIA | 7026 NEWELL ST | HUNTINGTON PARK | 749.76 | 74.98 | 824.74 |
| 6321015016 | RESIDENTIAL | ZARAGOSA,MIRIAM | 6325 MARBRISA AV | HUNTINGTON PARK | 62.48 | 6.25 | 68.73 |
| 6319001006 | RESIDENTIAL | ZAVALA,RUBEN AND VIRGINIA | 2878 RANDOLPH ST | HUNTINGTON PARK | 124.96 | 12.50 | 137.46 |
| 6317010018 | RESIDENTIAL | ZAVAZA,LIBORIA | 4053 RANDOLPH ST | HUNTINGTON PARK | 112.40 | 11.24 | 123.64 |
| 6323003032 | RESIDENTIAL | ZAZUETA,MARIA G | 6707 PLASKA AV | HUNTINGTON PARK | 333.92 | 33.39 | 367.31 |
| 6323012065 | RESIDENTIAL | ZENDEJAS,RENE | 6808 HOOD AV | HUNTINGTON PARK | 333.92 | 33.39 | 367.31 |
| 6213004023 | RESIDENTIAL | ZENDEJAS,ROGELIO AND YOLANDA TRS | 3317 CALIFORNIA ST | HUNTINGTON PARK | 499.84 | 49.98 | 549.82 |
| 6319005009 | RESIDENTIAL | ZUNIGA,HORTENCIA | 6335 ARBUTUS AV | HUNTINGTON PARK | 78.23 | 7.82 | 86.05 |
| TOTAL RESIDENTIAL ACCOUNTS | | | | | 103,554.29 | 10,355.43 | 113,909.72 |
| 6322025020 | COMMERCIAL | A & B MARKET | 2673 E FLORENCE AV | HUNTINGTON PARK | 1,014.66 | 101.47 | 1,116.13 |
| 6213007019 | COMMERCIAL | A PLUS TAX SERVICES | 7412 STATE ST | HUNTINGTON PARK | 896.17 | 89.62 | 985.79 |
| 6324015003 | COMMERCIAL | ABC RECYCLING/JOE'S LIQUOR | 3372 E GAGE AV | HUNTINGTON PARK | 1,117.06 | 111.71 | 1,228.77 |
| 6318007012 | COMMERCIAL | ACE BUMPER COMPANY | 6241 MAYWOOD AV | HUNTINGTON PARK | 1,342.13 | 134.21 | 1,476.34 |
| 6320030001 | COMMERCIAL | ALEXANDER BEAUTY SALON&SUPPLY | 6300 PACIFIC BL | HUNTINGTON PARK | 145.89 | 14.59 | 160.48 |
| 6309030017 | COMMERCIAL | ALICIA BRIDAL | 2801 A E SLAUSON AV | HUNTINGTON PARK | 1,792.51 | 179.25 | 1,971.76 |
| 6322002001 | COMMERCIAL | ALLISON'S BOUTIQUE | 2510 E GAGE AV | HUNTINGTON PARK | 140.42 | 14.04 | 154.46 |
| 6319019015 | COMMERCIAL | AMERICAS'S FURNITURE | 3317 E GAGE AV | HUNTINGTON PARK | 418.62 | 41.86 | 460.48 |
| 6320015013 | COMMERCIAL | ANA MARIA VALADEZ GONZALEZ | 2503 RANDOLPH ST | HUNTINGTON PARK | 837.09 | 83.71 | 920.80 |
| 6213007019 | COMMERCIAL | ANDRADE CLEANERS | 7412 STATE ST | HUNTINGTON PARK | 896.17 | 89.62 | 985.79 |
| 6322007018 | COMMERCIAL | ANIBAL PANTALEON | 2774 E GAGE AV | HUNTINGTON PARK | 190.52 | 19.05 | 209.57 |
| 6320012014 | COMMERCIAL | ANN MARIE RIOS | 6013 SEVILLE AV | HUNTINGTON PARK | 1,126.67 | 112.67 | 1,239.34 |
| 6322027010 | COMMERCIAL | ARIAS SEWING MACHINE INC | 2707 E FLORENCE AV | HUNTINGTON PARK | 224.33 | 22.43 | 246.76 |
| 6213028019 | COMMERCIAL | ARIAS, CARLOS | 3307 CUDAHY ST | HUNTINGTON PARK | 2,337.39 | 233.74 | 2,571.13 |
| 6320018035 | COMMERCIAL | ASEMBLEA DE ORACION | 2474 RANDOLPH ST | HUNTINGTON PARK | 199.51 | 19.95 | 219.46 |
| 6319001040 | COMMERCIAL | ASTORGA,LAURA | 6126 #C MILES AV | HUNTINGTON PARK | 1,194.71 | 119.47 | 1,314.18 |
| 6321030018 | COMMERCIAL | AUTO CLAIM BODY SHOP LLC | 2215 #A E FLORENCE AV | HUNTINGTON PARK | 1,693.93 | 169.39 | 1,863.32 |
| 6309030011 | COMMERCIAL | B R AUTO BODY & PAINT SH | 2755 SLAUSON AV | HUNTINGTON PARK | 1,241.71 | 124.17 | 1,365.88 |
| 6322017006 | COMMERCIAL | BALDERAS,EDDIE/PACIFIC BL HOLDINGS | 6710 PACIFIC BL | HUNTINGTON PARK | 3,044.14 | 304.41 | 3,348.55 |
| 6320024016 | COMMERCIAL | BASILEIA INC | 6215 TEMPLETON ST | HUNTINGTON PARK | 516.36 | 51.64 | 568.00 |
| 6322006019 | COMMERCIAL | BEATRIZ COPAGO NARANJO | 2720 E GAGE AV | HUNTINGTON PARK | 194.52 | 19.45 | 213.97 |
| 6322023018 | COMMERCIAL | BELLA DAMA | 6923 PACIFIC BL | HUNTINGTON PARK | 207.45 | 20.75 | 228.20 |
| 6309011033 | COMMERCIAL | BETTER BOOCH | 2534 E 53RD ST | HUNTINGTON PARK | 922.82 | 92.28 | 1,015.10 |
| 6322023018 | COMMERCIAL | BIG PARTY & CRAFT | 6921 PACIFIC BL | HUNTINGTON PARK | 254.34 | 25.43 | 279.77 |
| 6322023022 | COMMERCIAL | BIG PARTY CRAFT&GROUP | 7023 PACIFIC BL | HUNTINGTON PARK | 790.59 | 79.06 | 869.65 |
| 6309021008 | COMMERCIAL | BOBCAT ATHLETIC | 2623 E 55TH ST | HUNTINGTON PARK | 1,047.42 | 104.74 | 1,152.16 |
| 6322017005 | COMMERCIAL | BONILLA,MARIA GLORIA/PASSARELAS BOU | 6702 PACIFIC BL | HUNTINGTON PARK | 721.76 | 72.18 | 793.94 |
| 6319002022 | COMMERCIAL | BRIAN ANDRE MARCEL | 6351 GENTRY ST | HUNTINGTON PARK | 621.66 | 62.17 | 683.83 |
| 6322018013 | COMMERCIAL | BRIANNAS BRIDAL BOUTIQUE | 2565 SATURN AV | HUNTINGTON PARK | 449.96 | 45.00 | 494.96 |
| 6322007001 | COMMERCIAL | BRISAS DEL PACIFICO | 6402 STAFFORD AV | HUNTINGTON PARK | 401.85 | 40.19 | 442.04 |
| 6309007006 | COMMERCIAL | CANON C/O ALEXANDER RADOSEVIC | 2447 E 58TH ST | HUNTINGTON PARK | 317.80 | 31.78 | 349.58 |
| 6318008013 | COMMERCIAL | CENTRAL ELECTRO MOTOR | 6025 MAYWOOD AV | HUNTINGTON PARK | 1,014.66 | 101.47 | 1,116.13 |
| 6320022006 | COMMERCIAL | CENTURY CLEANERS | 6106 RITA AV | HUNTINGTON PARK | 148.14 | 14.81 | 162.95 |
| 6322023026 | COMMERCIAL | CINDERELLAS BRIDE & TUXEDO | 7121 -7123 PACIFIC BL | HUNTINGTON PARK | 896.19 | 89.62 | 985.81 |
| 6321017030 | COMMERCIAL | CLM CALIFORNIA DESIGN CORP | 6330 S ALAMEDA ST | HUNTINGTON PARK | 660.20 | 66.02 | 726.22 |
| 6212012045 | COMMERCIAL | CLUB DE NUTRICION | 7663 STATE ST | HUNTINGTON PARK | 1,014.66 | 101.47 | 1,116.13 |
| 6322004012 | COMMERCIAL | CROWN BRIDAL | 6524 PACIFIC BL | HUNTINGTON PARK | 190.81 | 19.08 | 209.89 |
| 6310017001 | COMMERCIAL | CUSTOM WOODWORKING DISPLAY | 5800 SOTO ST | HUNTINGTON PARK | 1,798.28 | 179.83 | 1,978.11 |
| 6323024019 | COMMERCIAL | DANIEL MINI MARKET | 3124 E GAGE AV | HUNTINGTON PARK | 1,561.65 | 156.17 | 1,717.82 |
| 6320020025 | COMMERCIAL | DIAMOND DRESSES BOUTIQUE | 6217 PACIFIC BL | HUNTINGTON PARK | 207.44 | 20.74 | 228.18 |
| 6322024002 | COMMERCIAL | DISCOUNT GENERAL STORE & JEWELRY | 6906 PACIFIC BL | HUNTINGTON PARK | 370.27 | 37.03 | 407.30 |
| 6309007006 | COMMERCIAL | DJE FASHION | 2447 E 58TH ST | HUNTINGTON PARK | 1,125.68 | 112.57 | 1,238.25 |
| 6320020019 | COMMERCIAL | DORIA FURNITURE & MATTRESSES | 6123 PACIFIC BL | HUNTINGTON PARK | 1,518.63 | 151.86 | 1,670.49 |
| 6320021006 | COMMERCIAL | DR JOHN HERNANDEZ | 6132 PACIFIC BL | HUNTINGTON PARK | 670.73 | 67.07 | 737.80 |
| 6323006027 | COMMERCIAL | DR MICHAEL MAYO | 2961 E FLORENCE AV | HUNTINGTON PARK | 546.00 | 54.60 | 600.60 |
| 6319002025 | COMMERCIAL | DREAM FASHION | 2867 E GAGE AV | HUNTINGTON PARK | 781.61 | 78.16 | 859.77 |
| 6324033015 | COMMERCIAL | EAGLE RADIATOR SERVICE | 3315 E FLORENCE AV | HUNTINGTON PARK | 1,013.37 | 101.34 | 1,114.71 |
| 6323025050 | COMMERCIAL | EDMOND ZAHABIAN,SASHA KHORSANDI & EDUARDO CRUZ | 3203 E FLORENCE AV | HUNTINGTON PARK | 689.31 | 68.93 | 758.24 |
| 6319007020 | COMMERCIAL | EDUARDO CRUZ | 6371 CEDAR ST | HUNTINGTON PARK | 1,485.18 | 148.52 | 1,633.70 |
| 6322003011 | COMMERCIAL | EL CHARRO FAMOSO, INC | 6429 PACIFIC BL | HUNTINGTON PARK | 194.52 | 19.45 | 213.97 |
| 6322017008 | COMMERCIAL | EL DORADO | 6728 PACIFIC BL | HUNTINGTON PARK | 145.89 | 14.59 | 160.48 |
| 6309030009 | COMMERCIAL | EL MOFLES | 2745 SLAUSON AV | HUNTINGTON PARK | 429.72 | 42.97 | 472.69 |
| 6309010002 | COMMERCIAL | ELITE BRAND PRODUCTS | 5221 PACIFIC BL | HUNTINGTON PARK | 841.33 | 84.13 | 925.46 |
| 6322003019 | COMMERCIAL | EMILY'S BOUTIQUE | 6529 PACIFIC BL | HUNTINGTON PARK | 544.73 | 54.47 | 599.20 |
| 6322024031 | COMMERCIAL | EMILY'S BRIDAL SALON INC | 7100 PACIFIC BL | HUNTINGTON PARK | 534.37 | 53.44 | 587.81 |
| 6322002001 | COMMERCIAL | EMMANUEL BARBER SHOP & BEAUTY | 2510 E GAGE AV | HUNTINGTON PARK | 821.92 | 82.19 | 904.11 |
| 6322015012 | COMMERCIAL | EMPOWER UNLIMITED POTENTIAL IN | 6713 SEVILLE AV | HUNTINGTON PARK | 253.00 | 25.30 | 278.30 |
| 6310021008 | COMMERCIAL | ERNESTINA MAYORQUIN | 2959 RANDOLPH ST | HUNTINGTON PARK | 824.29 | 82.43 | 906.72 |
| 6322006005 | COMMERCIAL | ERNESTO BARRAGAN | 6418 SEVILLE AV | HUNTINGTON PARK | 445.32 | 44.53 | 489.85 |
| 6322032018 | COMMERCIAL | ESPERANZA MARKET | 2872 SATURN AV | HUNTINGTON PARK | 145.89 | 14.59 | 160.48 |
| 6213003021 | COMMERCIAL | ESTRADA,MINERVA & LAURE, MITCHELLE | 7217 -7225 CALIFORNIA AV | HUNTINGTON PARK | 3,044.39 | 304.44 | 3,348.83 |
| 6214003005 | COMMERCIAL | EUGENIO PEGUERO | 3501 FLOWER ST | HUNTINGTON PARK | 641.64 | 64.16 | 705.80 |
| 6309015002 | COMMERCIAL | EVERY DAY DISCOUNT | 5701 PACIFIC BL | HUNTINGTON PARK | 1,589.05 | 158.91 | 1,747.96 |
| 6212013037 | COMMERCIAL | EZ AUDIO | 7719 STATE ST | HUNTINGTON PARK | 249.81 | 24.98 | 274.79 |
| 6319015010 | COMMERCIAL | FADE AWAY BARBER SHOP | 3241 E GAGE AV | HUNTINGTON PARK | 896.17 | 89.62 | 985.79 |

EXHIBIT A

City of Huntington Park - List of Delinquent Refuse Disposal Service Accounts

Fiscal Year 2015/16

| PARCEL | PARCEL TYPE | OWNER NAME | ADDRESS | CITY | PRINCIPAL | CITY FEE | TOTAL DUE |
|------------|-------------|--------------------------------|--------------------|-----------------|-----------|----------|-----------|
| 6322033012 | COMMERCIAL | FAMILY THRIFT STORE | 2865 E FLORENCE AV | HUNTINGTON PARK | 546.00 | 54.60 | 600.60 |
| 6309011008 | COMMERCIAL | FINIR FINISHING INC | 2549 E 54TH ST | HUNTINGTON PARK | 878.98 | 87.90 | 966.88 |
| 6324033014 | COMMERCIAL | FLEXIDENT DENTAL LAB | 3325 E FLORENCE AV | HUNTINGTON PARK | 2,029.48 | 202.95 | 2,232.43 |
| 6322029010 | COMMERCIAL | FRANCIS TREJO | 2757 E FLORENCE AV | HUNTINGTON PARK | 583.59 | 58.36 | 641.95 |
| 6322033011 | COMMERCIAL | FREDDY BARBER SHOP & BEAUTY SA | 2853 E FLORENCE AV | HUNTINGTON PARK | 1,014.66 | 101.47 | 1,116.13 |
| 6321026008 | COMMERCIAL | FUENTES,JOSE | 2226 ZOE AV | HUNTINGTON PARK | 1,044.71 | 104.47 | 1,149.18 |
| 6320030004 | COMMERCIAL | GAME CELL | 6320 PACIFIC BL | HUNTINGTON PARK | 311.70 | 31.17 | 342.87 |
| 6212002017 | COMMERCIAL | GARCIA'S CARPET | 3022 FLORENCE AV | HUNTINGTON PARK | 93.03 | 9.30 | 102.33 |
| 6321004036 | COMMERCIAL | GENESIS COMPLETE AUTO REPAIR | 6003 SANTA FE AV | HUNTINGTON PARK | 1,286.13 | 128.61 | 1,414.74 |
| 6213002002 | COMMERCIAL | GMW CAR WASH | 3356 E FLORENCE AV | HUNTINGTON PARK | 547.86 | 54.79 | 602.65 |
| 6322007035 | COMMERCIAL | GONZALEZ,ELIAS DOMINGO | 2768 E GAGE AV | HUNTINGTON PARK | 171.50 | 17.15 | 188.65 |
| 6320030011 | COMMERCIAL | GRACE'S UNISEX HAIR DESIGN | 2620 CLARENDON AV | HUNTINGTON PARK | 1,139.61 | 113.96 | 1,253.57 |
| 6321012026 | COMMERCIAL | GUSTAVO DA SILVA | 6213 MIDDLETON ST | HUNTINGTON PARK | 537.40 | 53.74 | 591.14 |
| 6322006015 | COMMERCIAL | GUSTAVO DA SILVA | 6528 SEVILLE AV | HUNTINGTON PARK | 933.60 | 93.36 | 1,026.96 |
| 6309014027 | COMMERCIAL | HAVILA COLLECTION | 2526 E 56TH ST | HUNTINGTON PARK | 947.31 | 94.73 | 1,042.04 |
| 6320003021 | COMMERCIAL | HEALTHY PEOPLE CO MULTINIVEL | 5965 PACIFIC BL | HUNTINGTON PARK | 508.05 | 50.81 | 558.86 |
| 6321018023 | COMMERCIAL | HENRY A ACEVEDO | 6510 REGENT ST | HUNTINGTON PARK | 817.59 | 81.76 | 899.35 |
| 6321006004 | COMMERCIAL | HERCULES MACHINE SHOP | 2100 LAURA AV | HUNTINGTON PARK | 896.17 | 89.62 | 985.79 |
| 6320031013 | COMMERCIAL | HERNANDEZ CLOSE-OUT OUTLET | 6331 PACIFIC BL | HUNTINGTON PARK | 428.86 | 42.89 | 471.75 |
| 6213028001 | COMMERCIAL | HP FOURSQUARE CHURCH | 3230 BROADWAY | HUNTINGTON PARK | 991.32 | 99.13 | 1,090.45 |
| 6322004011 | COMMERCIAL | HP OUTLET | 6514 PACIFIC BL | HUNTINGTON PARK | 1,665.80 | 166.58 | 1,832.38 |
| 6322017006 | COMMERCIAL | HP WIRELESS | 6710 PACIFIC BL | HUNTINGTON PARK | 253.13 | 25.31 | 278.44 |
| 6323025052 | COMMERCIAL | HUNGRY SAMURAI | 7125 STATE ST | HUNTINGTON PARK | 429.32 | 42.93 | 472.25 |
| 6320020024 | COMMERCIAL | ISIS BRIDALCOUTURE LLC | 6211 PACIFIC BL | HUNTINGTON PARK | 942.38 | 94.24 | 1,036.62 |
| 6322018013 | COMMERCIAL | JACKIE'S BRIDAL | 2567 SATURN AV | HUNTINGTON PARK | 102.85 | 10.29 | 113.14 |
| 6309002013 | COMMERCIAL | JAESCO MANUFACTURING | 2416 E 52ND ST | HUNTINGTON PARK | 609.96 | 61.00 | 670.96 |
| 6009031002 | COMMERCIAL | JAIME FLORES MOVING & STORAGE | 5920 WILMINGTON AV | HUNTINGTON PARK | 194.52 | 19.45 | 213.97 |
| 6322018024 | COMMERCIAL | JEANS WORLD | 6813 PACIFIC BL | HUNTINGTON PARK | 194.52 | 19.45 | 213.97 |
| 6309020006 | COMMERCIAL | JESSE PUGA | 2631 E 54TH ST | HUNTINGTON PARK | 1,070.63 | 107.06 | 1,177.69 |
| 6322027003 | COMMERCIAL | JOSE CONTRERAS | 7118 SEVILLE AV | HUNTINGTON PARK | 755.30 | 75.53 | 830.83 |
| 6322003017 | COMMERCIAL | JOYERIA 3 DIAMANTES | 6515 PACIFIC BL | HUNTINGTON PARK | 926.04 | 92.60 | 1,018.64 |
| 6322021019 | COMMERCIAL | JUDITH DOMINGUEZ | 7023 MALABAR ST | HUNTINGTON PARK | 544.64 | 54.46 | 599.10 |
| 6309008023 | COMMERCIAL | K & C AUTO BODY REPAIR | 2425 SLAUSON AV | HUNTINGTON PARK | 699.53 | 69.95 | 769.48 |
| 6310017001 | COMMERCIAL | K & K MEAT AND DELI | 5800 SOTO ST | HUNTINGTON PARK | 145.89 | 14.59 | 160.48 |
| 6321003021 | COMMERCIAL | KY THI NGUYEN | 5937 MIDDLETON ST | HUNTINGTON PARK | 1,501.03 | 150.10 | 1,651.13 |
| 6320030004 | COMMERCIAL | L & W TRADE INC. DBA EBEAUTY | 6320 PACIFIC BL | HUNTINGTON PARK | 579.55 | 57.96 | 637.51 |
| 6320019012 | COMMERCIAL | LA AUTO CENTER TRANSMISSION | 2502 RANDOLPH ST | HUNTINGTON PARK | 635.13 | 63.51 | 698.64 |
| 6309008028 | COMMERCIAL | LA BODEGA BAR & GRILL | 5808 SANTA FE AV | HUNTINGTON PARK | 1,268.68 | 126.87 | 1,395.55 |
| 6319001009 | COMMERCIAL | LA FORTUNA DISCOUNT | 2894 RANDOLPH ST | HUNTINGTON PARK | 604.61 | 60.46 | 665.07 |
| 6321013032 | COMMERCIAL | LA RAMADA RESTAURANT | 6340 SANTA FE AV | HUNTINGTON PARK | 1,032.24 | 103.22 | 1,135.46 |
| 6322007001 | COMMERCIAL | LA REINA DE MICHOACAN | 6402 STAFFORD AV | HUNTINGTON PARK | 484.56 | 48.46 | 533.02 |
| 6309007002 | COMMERCIAL | LA RUSH INC. | 5717 MALABAR ST | HUNTINGTON PARK | 896.17 | 89.62 | 985.79 |
| 6322023023 | COMMERCIAL | LA SODA | 7103 PACIFIC BL | HUNTINGTON PARK | 646.55 | 64.66 | 711.21 |
| 6309022017 | COMMERCIAL | LA TIENDITA MARKET | 5512 PACIFIC BL | HUNTINGTON PARK | 653.28 | 65.33 | 718.61 |
| 6322024007 | COMMERCIAL | LATINO FASHION | 7118 PACIFIC BL | HUNTINGTON PARK | 604.61 | 60.46 | 665.07 |
| 6212008045 | COMMERCIAL | LATINO INS & INCOME TAX | 7503 STATE ST | HUNTINGTON PARK | 1,014.66 | 101.47 | 1,116.13 |
| 6213002002 | COMMERCIAL | LATINOS CAR WASH | 3356 E FLORENCE AV | HUNTINGTON PARK | 139.54 | 13.95 | 153.49 |
| 6213025022 | COMMERCIAL | LAURA RIVERA INDEPENDENT | 7856 STATE ST | HUNTINGTON PARK | 145.89 | 14.59 | 160.48 |
| 6009039033 | COMMERCIAL | LEED OFF CORP | 1960 HAWKINS CIR | HUNTINGTON PARK | 2,468.35 | 246.84 | 2,715.19 |
| 6322018023 | COMMERCIAL | LEXEXY ROPA PARA MUJER | 6807 PACIFIC BL | HUNTINGTON PARK | 1,014.66 | 101.47 | 1,116.13 |
| 6322024005 | COMMERCIAL | LISA'S BRIDAL | 7004 PACIFIC BL | HUNTINGTON PARK | 1,014.66 | 101.47 | 1,116.13 |
| 6322023017 | COMMERCIAL | LIZETT ANDRADE | 6913 PACIFIC BL | HUNTINGTON PARK | 556.32 | 55.63 | 611.95 |
| 6320020019 | COMMERCIAL | LOLY'S BRIDAL INC | 6123 PACIFIC BL | HUNTINGTON PARK | 311.70 | 31.17 | 342.87 |
| 6309022005 | COMMERCIAL | LOPEZ AUTO REPAIR | 2619 E 56TH ST | HUNTINGTON PARK | 1,076.88 | 107.69 | 1,184.57 |
| 6319011011 | COMMERCIAL | LOVE NUTRITION | 3163 E GAGE AV | HUNTINGTON PARK | 80.42 | 8.04 | 88.46 |
| 6322017009 | COMMERCIAL | LUCIA, CAMPA | 6800 PACIFIC BL | HUNTINGTON PARK | 779.03 | 77.90 | 856.93 |
| 6201004013 | COMMERCIAL | LUIS ACOSTA | 2529 WALNUT ST | HUNTINGTON PARK | 469.51 | 46.95 | 516.46 |
| 6322024027 | COMMERCIAL | LUXURY FORMAL WEAR | 2618 SATURN AV | HUNTINGTON PARK | 165.63 | 16.56 | 182.19 |
| 6322024052 | COMMERCIAL | LUXURY PERFUMES | 7146 PACIFIC BL | HUNTINGTON PARK | 780.34 | 78.03 | 858.37 |
| 6321017033 | COMMERCIAL | M. CARE GARMENT CUTTING | 6363 REGENT ST | HUNTINGTON PARK | 4,394.98 | 439.50 | 4,834.48 |
| 6322025020 | COMMERCIAL | MAGDALENA BARBER & BEAUTY | 2673 E FLORENCE AV | HUNTINGTON PARK | 253.13 | 25.31 | 278.44 |
| 6309012021 | COMMERCIAL | MAGIC TOUCH DYE & LAUNDRY | 2522 E 54TH ST | HUNTINGTON PARK | 1,630.00 | 163.00 | 1,793.00 |
| 6323007015 | COMMERCIAL | MALDONADO MINI MARKET | 3013 E FLORENCE AV | HUNTINGTON PARK | 896.17 | 89.62 | 985.79 |
| 6322017007 | COMMERCIAL | MAS SPORTSWEAR INC. | 6722 PACIFIC BL | HUNTINGTON PARK | 311.70 | 31.17 | 342.87 |
| 6322025021 | COMMERCIAL | MASSOUD AMINI M.D. INC | 7143 SEVILLE AV | HUNTINGTON PARK | 769.27 | 76.93 | 846.20 |
| 6318008004 | COMMERCIAL | MEHRDAD FARID | 3481 RANDOLPH ST | HUNTINGTON PARK | 581.92 | 58.19 | 640.11 |
| 6322017007 | COMMERCIAL | MEJIA NATURAL PRODUCTS | 6722 PACIFIC BL | HUNTINGTON PARK | 243.16 | 24.32 | 267.48 |
| 6213003026 | COMMERCIAL | MERLYN GUEVAR | 3466 E FLORENCE AV | HUNTINGTON PARK | 1,371.25 | 137.13 | 1,508.38 |
| 6322020001 | COMMERCIAL | METSOVAS,STELLA | 2452 ZOE AV | HUNTINGTON PARK | 4,805.25 | 480.53 | 5,285.78 |
| 6322018016 | COMMERCIAL | MI BELLA COLLECTION | 6615 PACIFIC BL | HUNTINGTON PARK | 236.14 | 23.61 | 259.75 |
| 6322024003 | COMMERCIAL | MIDNIGHT GOWNS & BRIDAL WEAR | 6914 PACIFIC BL | HUNTINGTON PARK | 598.28 | 59.83 | 658.11 |
| 6313031021 | COMMERCIAL | MIGUEL ARRIOLA | 5957 FLORA AV | HUNTINGTON PARK | 24.20 | 2.42 | 26.62 |
| 6320030003 | COMMERCIAL | MORACOMP COMPUTERS | 6316 PACIFIC BL | HUNTINGTON PARK | 1,014.66 | 101.47 | 1,116.13 |
| 6320031009 | COMMERCIAL | N S FASHION | 6311 PACIFIC BL | HUNTINGTON PARK | 1,750.89 | 175.09 | 1,925.98 |
| 6322025020 | COMMERCIAL | NACHO'S LOCK & KEY | 2673 E FLORENCE AV | HUNTINGTON PARK | 145.89 | 14.59 | 160.48 |
| 6319018010 | COMMERCIAL | NEW ERA TREATMENT CENTER | 6356 NEWELL ST | HUNTINGTON PARK | 486.10 | 48.61 | 534.71 |
| 6212013039 | COMMERCIAL | NOVEDADES NATALIA & ACCESORIAS | 7711 STATE ST | HUNTINGTON PARK | 365.27 | 36.53 | 401.80 |
| 6319001014 | COMMERCIAL | OLIVIA Y PADILLA | 2918 RANDOLPH ST | HUNTINGTON PARK | 837.83 | 83.78 | 921.61 |
| 6322018024 | COMMERCIAL | OMEGA GOLD | 6811 PACIFIC BL | HUNTINGTON PARK | 194.52 | 19.45 | 213.97 |
| 6322017009 | COMMERCIAL | ONE DRESS | 6802 PACIFIC BL | HUNTINGTON PARK | 448.07 | 44.81 | 492.88 |
| 6309011030 | COMMERCIAL | PACIFIC AUTO REPAIR | 2567 E 54TH ST | HUNTINGTON PARK | 506.36 | 50.64 | 557.00 |

EXHIBIT A

City of Huntington Park - List of Delinquent Refuse Disposal Service Accounts

Fiscal Year 2015/16

| PARCEL | PARCEL TYPE | OWNER NAME | ADDRESS | CITY | PRINCIPAL | CITY FEE | TOTAL DUE |
|----------------------------------|--------------------|-----------------------------------|--------------------|-----------------|----------------------|---------------------|----------------------|
| 6322024002 | COMMERCIAL | PACIFIC SPORTSWEAR | 6906 PACIFIC BL | HUNTINGTON PARK | 194.52 | 19.45 | 213.97 |
| 6322017012 | COMMERCIAL | PALETERIA Y NEVERIA LA MICHUCA | 6822 PACIFIC BL | HUNTINGTON PARK | 780.34 | 78.03 | 858.37 |
| 6322024007 | COMMERCIAL | PASEO TRAVEL | 7118 PACIFIC BL | HUNTINGTON PARK | 929.03 | 92.90 | 1,021.93 |
| 6322033012 | COMMERCIAL | PAYLESS INCOME TAXES AND INS | 2865 E FLORENCE AV | HUNTINGTON PARK | 262.74 | 26.27 | 289.01 |
| 6320029071 | COMMERCIAL | PEDRO ZARAGOZA | 2669 E GAGE AV | HUNTINGTON PARK | 897.50 | 89.75 | 987.25 |
| 6319018015 | COMMERCIAL | PEREZ,MANUELA | 3277 E GAGE AV | HUNTINGTON PARK | 604.61 | 60.46 | 665.07 |
| 6319018012 | COMMERCIAL | PIPOS EL PIPILA | 3271 E GAGE AV | HUNTINGTON PARK | 1,756.61 | 175.66 | 1,932.27 |
| 6322017009 | COMMERCIAL | PRAJIN DISCOUNT STORE | 6800 PACIFIC BL | HUNTINGTON PARK | 740.61 | 74.06 | 814.67 |
| 6319019014 | COMMERCIAL | PROFESSIONAL SERVICE | 3311 E GAGE AV | HUNTINGTON PARK | 433.41 | 43.34 | 476.75 |
| 6320030004 | COMMERCIAL | PT SATELLITES INC | 6320 PACIFIC BL | HUNTINGTON PARK | 291.81 | 29.18 | 320.99 |
| 6213003023 | COMMERCIAL | PURE CELLULAR #6 | 3420 E FLORENCE AV | HUNTINGTON PARK | 253.13 | 25.31 | 278.44 |
| 6212002009 | COMMERCIAL | QUETZAL TRANSMISSION CENT | 2964 E FLORENCE AV | HUNTINGTON PARK | 253.13 | 25.31 | 278.44 |
| 6320026013 | COMMERCIAL | RAFAEL DIAZ/HUGO LEONEL VANEGA | 2805 E GAGE AV | HUNTINGTON PARK | 442.62 | 44.26 | 486.88 |
| 6319019008 | COMMERCIAL | RAFAEL HINOJOSA | 6342 HOLLENBECK ST | HUNTINGTON PARK | 581.92 | 58.19 | 640.11 |
| 6214016020 | COMMERCIAL | RANGEL & FAMILY AUTO REPA | 7852 CALIFORNIA AV | HUNTINGTON PARK | 1,118.95 | 111.90 | 1,230.85 |
| 6212002024 | COMMERCIAL | RASPADO XPRESS | 3052 E FLORENCE AV | HUNTINGTON PARK | 947.31 | 94.73 | 1,042.04 |
| 6319010012 | COMMERCIAL | REYNA'S BEAUTY SHOP & NAILS | 3113 E GAGE AV | HUNTINGTON PARK | 644.15 | 64.42 | 708.57 |
| 6212008045 | COMMERCIAL | RUIZ GIFT SHOP | 7505 STATE ST | HUNTINGTON PARK | 1,359.80 | 135.98 | 1,495.78 |
| 6309016010 | COMMERCIAL | S&L TOP SHOP | 2523 SLAUSON AV | HUNTINGTON PARK | 1,097.90 | 109.79 | 1,207.69 |
| 6322016005 | COMMERCIAL | SADDLER HEALTH CARE INC | 6803 SEVILLE AV | HUNTINGTON PARK | 857.06 | 85.71 | 942.77 |
| 6320020022 | COMMERCIAL | SAVMAXX | 6201 PACIFIC BL | HUNTINGTON PARK | 576.02 | 57.60 | 633.62 |
| 6318008013 | COMMERCIAL | SERGIO'S METAL POLISHING | 6025 #6 MAYWOOD AV | HUNTINGTON PARK | 706.25 | 70.63 | 776.88 |
| 6309030017 | COMMERCIAL | SHANTEL GARCIA | 2801 E SLAUSON AV | HUNTINGTON PARK | 896.17 | 89.62 | 985.79 |
| 6322024030 | COMMERCIAL | SHOE OUTLET | 7026 PACIFIC BL | HUNTINGTON PARK | 1,014.66 | 101.47 | 1,116.13 |
| 6323025050 | COMMERCIAL | SON-HA &DIEM-CHI, A MEDICAL CORP. | 3203 E FLORENCE AV | HUNTINGTON PARK | 535.80 | 53.58 | 589.38 |
| 6321003057 | COMMERCIAL | SOUTH GATE SUNROOFS | 2462 SLAUSON AV | HUNTINGTON PARK | 1,855.83 | 185.58 | 2,041.41 |
| 6322007019 | COMMERCIAL | SOUTHEAST CHURCHES SERVICE CENTER | 2780 E GAGE AV | HUNTINGTON PARK | 507.02 | 50.70 | 557.72 |
| 6321017029 | COMMERCIAL | SUEDEHEAD INC | 6351 REGENT ST | HUNTINGTON PARK | 757.18 | 75.72 | 832.90 |
| 6009037019 | COMMERCIAL | SUPERIOR FRAMES | 6521 WILSON AV | HUNTINGTON PARK | 56.91 | 5.69 | 62.60 |
| 6322023027 | COMMERCIAL | SUSSY'S BRIDAL SHOP & TUXEDO | 7131 PACIFIC BL | HUNTINGTON PARK | 581.03 | 58.10 | 639.13 |
| 6322002001 | COMMERCIAL | SWEET DREAMS | 2510 E GAGE AV | HUNTINGTON PARK | 568.07 | 56.81 | 624.88 |
| 6322023026 | COMMERCIAL | TAQUERIA EL SOMBRERO | 7119 PACIFIC BL | HUNTINGTON PARK | 985.01 | 98.50 | 1,083.51 |
| 6321018003 | COMMERCIAL | THE GP SOURCE INC | 6415 REGENT ST | HUNTINGTON PARK | 2,474.97 | 247.50 | 2,722.47 |
| 6320031015 | COMMERCIAL | TIFFANY'S BRIDAL SALON | 6345 PACIFIC BL | HUNTINGTON PARK | 896.17 | 89.62 | 985.79 |
| 6213031023 | COMMERCIAL | TONY & AUTO MOTORS INC | 8020 STATE ST | HUNTINGTON PARK | 75.44 | 7.54 | 82.98 |
| 6320026026 | COMMERCIAL | UNIDAD LATINA SERVICES | 2825 E GAGE AV | HUNTINGTON PARK | 54.22 | 5.42 | 59.64 |
| 6322004012 | COMMERCIAL | UNLIMITED T-SHIRTS | 6524 PACIFIC BL | HUNTINGTON PARK | 145.89 | 14.59 | 160.48 |
| 6009031002 | COMMERCIAL | URIBE'S CUTTING ROOM | 5920 WILMINGTON AV | HUNTINGTON PARK | 506.36 | 50.64 | 557.00 |
| 6322018019 | COMMERCIAL | VACA,JORGE | 6711 PACIFIC BL | HUNTINGTON PARK | 329.05 | 32.91 | 361.96 |
| 6322006024 | COMMERCIAL | VENANCIO SAUCEDO JR | 6429 STAFFORD AV | HUNTINGTON PARK | 311.70 | 31.17 | 342.87 |
| 6322023031 | COMMERCIAL | WOW JEWELRY CO. | 7115 PACIFIC BL | HUNTINGTON PARK | 897.50 | 89.75 | 987.25 |
| 6320030001 | COMMERCIAL | YERBERITO | 6300 PACIFIC BL | HUNTINGTON PARK | 194.52 | 19.45 | 213.97 |
| 6322023031 | COMMERCIAL | YOLANDA'S BRIDAL & TUXEDO SHOP | 7113 PACIFIC BL | HUNTINGTON PARK | 1,013.37 | 101.34 | 1,114.71 |
| 6320020023 | COMMERCIAL | YURI'S SALON | 6207 PACIFIC BL | HUNTINGTON PARK | 207.46 | 20.75 | 228.21 |
| 6318008005 | COMMERCIAL | ZAPOPAN AUTO REPAIR | 6161 MAYWOOD AV | HUNTINGTON PARK | 1,099.59 | 109.96 | 1,209.55 |
| TOTAL COMMERCIAL ACCOUNTS | | | | | 150,319.47 | 15,031.95 | 165,351.42 |
| GRAND TOTAL | | | | | \$ 253,873.76 | \$ 25,387.38 | \$ 279,261.14 |

(Space below for use of County Clerk Only)

Long Beach Press-Telegram

727 Pine Avenue
Long Beach, CA 90844
562-499-1236
Fax: 562-499-1391
legals@presstelegram.com

5007732

Legal No. 0010815629

CITY OF HUNTINGTON PARK
ATTN: JESSIE GOMEZ
6550 MILES AVE
HUNTINGTON PARK, CA 90255

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/18/2016

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,
this 12th day of July, 2016.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the City Council for the City of Huntington Park will hold two (2) public hearings at Huntington Park City Hall, in the City Council Chambers, located at 6550 Miles Avenue, Huntington Park, CA 90255. The two (2) public hearings will be held on July 19, 2016 at 6:00p.m. All interested persons are invited to attend and be heard at that time. The public hearings will be for the following:

(1) A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REGARDING THE COLLECTION OF DELINQUENT RUBBISH CHARGES (172.54 REFUSE COLLECTION FEES) PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE TO BE COLLECTED AT THE SAME TIME AND ON THE SAME MANNER AS COUNTY TAXES. UNITED PACIFIC WASTE & RECYCLING SERVICES (172.54 REFUSE)

AND (2) A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REGARDING THE COLLECTON (172.55) LLP SPECIAL DISTRICT TAX AS A SPECIAL ASSESSMENT TO BE COLLECTED AT THE SAME TIME AND ON THE SAME MANNER AS COUNTY TAXES.

General Description:

(1) The City Council of the City Huntington Park will conduct a public hearing regarding the collection of delinquent fees (Refuse) as a special assessment to be collected at the same time and on the same manner as the county taxes.

(2) The City Council of the City of Huntington Park will conduct a public hearing regarding the collection of LLP Special District Tax to be collected at the same time on the same manner as the county taxes.

Note:

All comments to the proposed Resolution must be received in writing at the office of the City Clerk's 6550 Miles Avenue, Huntington Park, CA 90255, no later than 5:00 p.m. on July 19, 2016. The public is invited to attend the City Council Public Hearing on this matter and publicly comment on the proposed Resolution described above. Due to time constraints and the number of persons wishing to give oral testimony, each speaker will be limited to three minutes.

If you challenge any portion of the proposed Resolution in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

If you will require special accommodations due to a disability, please contact City Clerk's Office at (323) 584-4220, 6550 Miles Avenue

Office of (323) 364-8230, 6300 James Avenue,
Huntington Park, CA 90255. All requests for
accommodations must be received 72 hours
prior to the time of the hearing to enable the
City to make reasonable arrangements to
assure accessibility to this hearing.

Pub June 18, 2016(1t) PT(815629)