AGENDA
CITY COUNCIL/ SUCCESSOR
AGENCY TO THE FOUNTAIN
VALLEY AGENCY
FOR COMMUNITY DEVELOPMENT/
FOUNTAIN VALLEY HOUSING AUTHORITY

Regular Meeting 6:00 p.m.
Tuesday, October 20, 2020
Council Chambers
10200 Slater Avenue
Fountain Valley, CA 92708
http://www.fountainvalley.org

MEETING ASSISTANCE: In compliance with the Americans with Disabilities Act, anyone needing special assistance to participate in a meeting of the government bodies listed herein should contact the City Clerk’s Office at (714) 593-4445. Notification 72 hours prior to the meeting allows the City to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA COMMUNICATIONS: All revised or additional documents and writings related to an item on this agenda provided to all or a majority of the government body members after distribution of the agenda packet, are available for public inspection (1) in the City Clerk’s Office at 10200 Slater Avenue, Fountain Valley, CA 92708 during normal business hours; and (2) in the Council Chambers at the time of the meeting. Unless directed otherwise by a government body listed herein all actions shall be based on/memorialized by the latest document submitted as a late communication.

PUBLIC COMMENTS/PUBLIC HEARINGS: Persons wishing to address the City Council or other government body listed complete a speaker card and give it to the City Clerk prior to the public comment period. Requests to speak will not be accepted after the public comment session begins without permission of the Mayor/Chair. Speakers must limit remarks to a total of (3) three minutes and address the City Council through the Mayor. Comments to individuals or staff are not permitted. Scheduled Matters, including Public Hearings: Indicate on the card what item you want to address. Unscheduled Matters: Indicate on the card what subject matter you want to address. Comments must be related to issues that are within the jurisdiction of the governing body listed on the agenda. Pursuant to the Brown Act, the governing body may not enter into discussion regarding items not on the agenda.

CONSENT CALENDAR: All matters listed under the Consent Calendar are considered by the governing bodies listed herein to be routine and will be enacted on simultaneously with one motion without discussion unless separate action and/or discussion is requested by a governing body member, staff, or a member of the public.

PUBLIC HEARINGS: Persons wishing to speak in favor of or in opposition to a proposal are given an opportunity to do so during the public hearing. Those wishing to address a governing body during the hearing are requested to complete the speaker card and submit it to the City Clerk prior to the hearing. If a proposed action is challenged in court, there may be a limitation to
raising only those issues raised during the hearing or in written correspondence received by the governing body at or before the hearing.

**Note:** The Fountain Valley City Council serves as the Successor Agency to the Fountain Valley Agency for Community Development (Successor Agency), the Fountain Valley Housing Authority, and the Fountain Valley Finance Authority. The Actions of the Successor Agency are separate and apart from the actions of the City Council.

**OPEN SESSION**

**CALL TO ORDER**

6:00 p.m.

**INVOCATION**

**SALUTE TO THE FLAG**

Council Member Steve Nagel

**CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL**

Council Members: Constantine, Harper, Nagel, Mayor Pro Tem/Vice Chair Vo, Mayor/Chair Brothers

**ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS**

**PRESENTATIONS**

- Presentation from OC Mosquito and vector Control – Presented by Rick Howard, District Manager of Orange County Mosquito and Vector Control District
- Presentation on the Fountain Valley Restaurant Association – Presented By Maggie Le, Assistant to the City Manager
- Presentation on the city’s Capital Improvement Plan – Presented by Temo Galvez, Deputy Director of Public Works / City Engineer

**PUBLIC COMMENTS** (Scheduled Matters Only)

Persons wishing to speak on Agenda item(s) are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period. Each person will be given up to 3 minutes to speak on the entire Consent Calendar, 3 minutes to speak on each item pulled from the consent calendar, and 3 minutes to speak on any agendized item(s) not appearing on the Consent Calendar.
CONSENT CALENDAR

Consent Calendar Items 1 – 6 will be approved simultaneously with one motion, unless separate action/or discussion is requested.

1. Receive and File the Draft Minutes of the October 6, 2020 Regular City Council Meeting Page 5

2. Carryover Continuing Appropriations FY 2020-2021 Page 12

   Staff recommends that the City Council approve a budget amendment in total of $3,098,826 for revenues and $11,837,402 for expenditures in Fiscal Year 2020-21 for the carryover continuing appropriations from the prior fiscal year.

3. AMENDMENT #2 TO CONTRACT 13-64 WITH MOTOROLA SOLUTIONS (PREVIOUSLY KNOWN AS SPILLMAN TECHNOLOGIES, INC.) Page 16

   Staff recommends Alternative No. 1: Approve Amendment #2 to Contract 13-64 to include the Incident Based Reporting System in the amount of $24,946.09.

4. Approval of OCTA Amendment No. 5 to Cooperative Agreement Page 21

   It is recommended that the City Council approve Alternative No. 1, which is to approve Amendment No. 5 to Cooperative Agreement No. C-5-3613 in the amount of $374,000 between the Orange County Transportation Authority (OCTA) and the City of Fountain Valley to install EVPs at twenty-eight (28) intersections.

5. Request to Approve Fee Reduction for Fountain Valley Youth Sports Leagues Page 33

   Staff Recommends Alternative No. 1: Approve the Fee Reduction Due to the County Health Officer's Order on March 17, 2020 as a Mitigation Step to Help Protect the Health of Orange County, CA Residents in an Effort to Slow the Spread of Novel Coronavirus COVID-19.

6. Request to Approve Fee Reduction for the Fountain Valley Tennis Center Concession Agreement Page 48

   Staff Recommends that the City Council Select Alternative No. 1: Approve the Fee Reduction for the Fountain Valley Tennis Center Concession Agreement in the amount of $6,250 due to the County Health Officer's Order on March 17, 2020 as a Mitigation Step to Help Protect the Health of Orange County, CA Residents in an Effort to Slow the Spread of Novel Coronavirus COVID-19.

ADMINISTRATIVE ITEMS

7. APPROVAL OF SERVICE CONTRACTS FOR POLICE TOWING SERVICES FOR A PERIOD OF FIVE (5) YEARS BEGINNING NOVEMBER 1, 2020 TO OCTOBER 31, 2025 (Presented by Matt Sheppard, Chief of Police) Page 60
Staff recommends Alternative No. 1: Approve the recommendation and award police towing service contracts to Best Towing and G&W Towing for a period of five years beginning November 1, 2020 and expiring October 31, 2025.

8. A Resolution of the City Council of the City of Fountain Valley Relating to the Classification and Compensation Plan for Part-Time Employees (Presented by Rob Houston, City Manager) Page 197

Approve

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS
(Unscheduled Matters Only)

Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AB 1234/GENERAL COMMENTS

ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

The next Regular Meeting of the Fountain Valley City Council is November 3, 2020 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.
CLOSED SESSION

CALL TO ORDER
5:20 P.M.

PUBLIC COMMENTS
(Closed Session matters only)

No Public Comments

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Title: City Manager

   No Reportable Action

2. CONFERENCE WITH LABOR NEGOTIATORS
   Agency designated representative: Mayor
   Unrepresented employee: City Manager

   No Reportable Action

3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
   Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 potential case.)

   The City Council voted 5-0 in favor of initiating litigation

4. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code §54957.6.
   Agency Designated Representatives: City Manager, Rob Houston; Assistant to the City Manager, Maggie Le, Finance Director, Jennifer Lampman, Budget Analyst, David Faraone; Human Resources Director, Chelsea Phebus, Attorney for the City, Colin Burns.

   Employee Organizations: Part-Time Employees

   No Reportable Action
OPEN SESSION

CALL TO ORDER 6:11 p.m.

INVOCATION Council Member Patrick Harper

SALUTE TO THE FLAG Mayor Cheryl Brothers

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members: Constantine, Harper, Vo, Mayor Pro Tem/Vice Chair Brothers, Mayor/Chair Nagel

All members were present

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

In regards to item number 21, a copy of the revised ordinance was provided to the City Council and the public.

PRESENTATIONS

- Update on the City’s response to Covid and the Current Financial Position of the City (Presented by Jennifer Lampman, Finance Director)

  A presentation on the City’s response to Covid and the Current Financial Position of the City Economic Development was presented by Finance Director, Jennifer Lampman.

PUBLIC COMMENTS (Scheduled Matters Only)

None

READING ORDINANCES

3. Waive the reading in full of all ordinances under consideration and direct the Mayor to read by titles only.

   ACTION: Move to Waive the reading in full of all ordinances under consideration and direct the Mayor to read by titles only.

   MOTION: Vo SECOND: Nagel

   AYES: Constantine, Harper, Nagel, Vo, Brothers
   NOES: None
   ABSENT: None
   ABSTAIN: None
CONSENT CALENDAR
Consent Calendar Items 6, 7 and 9 were approved simultaneously.

6. Receive and File the Draft Minutes of the September 15, 2020 Regular City Council Meeting

ACTION: Move to Receive and File the Draft Minutes of the September 15, 2020 Regular City Council Meeting

MOTION: Vo SECOND: Constantine

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

7. Second Reading and Adoption of an Ordinance approving Code Amendment No. 20-05 – An Amendment To Fountain Valley Municipal Code (FVMC) To Change The 20 Day Appeal Period For Land Use Decisions To A Ten Calendar Day Appeal Period

ACTION: Move to approve the Second Reading and Adoption of an Ordinance approving Code Amendment No. 20-05 – An Amendment To Fountain Valley Municipal Code (FVMC) To Change The 20 Day Appeal Period For Land Use Decisions To A Ten Calendar Day Appeal Period

MOTION: Vo SECOND: Constantine

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

Item Pulled by Council member Harper

8. Approve Agreement with PlanetBids, Inc. for eProcurement Software System

ACTION: Move to approve the Approve Agreement with PlanetBids, Inc. for eProcurement Software System

MOTION: Harper SECOND: Nagel

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None
9. Second Reading and Adoption of an Ordinance approving Code Amendment No. 19-10

**ACTION:** Move to approve the Second Reading and Adoption of an Ordinance approving Code Amendment No. 19-10

**MOTION:** Vo **SECOND:** Constantine

**AYES:** Constantine, Harper, Nagel, Vo, Brothers

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**ADMINISTRATIVE ITEMS**

10. Approve the CDBG FY 20-21 Budget Amendment

**ACTION:** Move to Approve the CDBG FY 20-21 Budget Amendment

**MOTION:** Nagel **SECOND:** Vo

**AYES:** Constantine, Harper, Nagel, Vo, Brothers

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

11. Approve SBER Loan Program in Partnership with SBDC

**ACTION:** Move to Approve SBER Loan Program in Partnership with SBDC

**MOTION:** Nagel **SECOND:** Vo

**AYES:** Constantine, Harper, Nagel, Vo, Brothers

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

12. 1. Approval of a Resolution relating to the classification, compensation and terms of employment of the General Employees' Association.

2. Exhibit 1 – Memorandum of Understanding with the General Employees Association (GEA)

**ACTION:** Move to Approve a Resolution relating to the classification, compensation and terms of employment of the General Employees' Association.
13. Approval of a Resolution of the City Council of the City of Fountain Valley Relating to the Wages, Hours, Terms and Conditions of Employment of Confidential Non-Represented Employees of the City.

ACTION: Move to Approve a Resolution of the City Council of the City of Fountain Valley Relating to the Wages, Hours, Terms and Conditions of Employment of Confidential Non-Represented Employees of the City.

MOTION: Vo SECOND: Harper

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

14. 1. Approval of a Resolution relating to the classification, compensation and terms of employment of employees represented by the Orange County Employees Association for the Professional and Technical Unit.

2. Exhibit 1 – Memorandum of Understanding with the Professional & Technical Employees (P&T).

ACTION: Move to Approve a Resolution relating to the classification, compensation and terms of employment of employees represented by the Orange County Employees Association for the Professional and Technical Unit.

MOTION: Vo SECOND: Nagel

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

Mayor Brothers requested that staff look into outdoor seating at restaurants become permanent with staff discussing the feasibility of allowing this. Council Member Nagel 2nd the item.
CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS
(Unscheduled Matters Only)

There were no requests to speak.

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AB 1234/GENERAL COMMENTS

**Council Member Constantine**

September 22  
Attended the Ribbon Cutting at Cordata Park Pump and Walnut Booster Station Project

**Council Member Harper**

September 22  
Attended the Ribbon Cutting at Cordata Park Pump and Walnut Booster Station Project
September 22  
Attended the budget workshop for the Fountain Valley Community Foundation
September 24  
Attended the SARFPA meeting to get flood mitigation measures installed

**Council Member Nagel**

September 22  
Attended the Ribbon Cutting at Cordata Park Pump and Walnut Booster Station Project
September 23  
Attended the zoom meeting for the OCSD Board of Directors

**Mayor Pro Tem Vo**

September 22  
Attended the Ribbon Cutting at Cordata Park Pump and Walnut Booster Station Project

**Mayor Brothers**

Announced that the League of California Cities meeting starts tomorrow, virtually. Reports of mosquitos are occurring in the city and encouraged everyone to get rid of any standing water at your home.
ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

Tonight’s meeting was adjourned in the Memory of Stephen Schurr, the father of Human Resources Director Chelsea Phebus.

Mayor Brothers adjourned the meeting at 7:37 pm to the next Meeting of the Fountain Valley City Council on October 20, 2020 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

Cheryl Brothers, Mayor

Attest:

___________________________
Rick Miller, City Clerk
EXECUTIVE SUMMARY:

On June 2, 2020, the City Council approved the 2020-2021 Fiscal Year Operating Budgets and Ten-Year Fiscal Forecast including the City’s Capital Improvement Program for the City of Fountain Valley and the City of Fountain Valley Successor Agency to Fountain Valley Agency for Community Development (FVACD), the Fountain Valley Housing Authority and the Fountain Valley Public Financing Authority. The City’s Budget is a comprehensive financial document that is presented to the Council each year, as it establishes the City’s priorities, estimates the annual revenues that we anticipate receiving, and allocates resources required to operate the City in the coming year. It outlines the services that the community can expect to receive as well as presenting improvements that are planned to enhance their environment for the forthcoming year and beyond. In essence, the City’s budget is the numerical representation of the organizations’ goals and priorities, and by setting forth our goals and priorities in numbers, it allows for meaningful comparisons from year-to-year as well as providing the community accountability.

The approved Budget for all funds of the City for the 2020-2021 Fiscal Year was $128,493,109, including the Successor Agency to the FVACD, Fountain Valley Housing Authority and Fountain Valley Public Financing Authority. Currently all appropriations lapse at the end of each fiscal year, therefore it is necessary to request from Council that certain uncollected revenues and unspent appropriations for goods/and or services be carried over into the subsequent fiscal year 2020-21. The carryover of continuing appropriations represents approved budgeted fiscal year 2019-20 appropriations for revenues and goods and/or services that were not received or expended as of June 30, 2020, but are expected to be received or expended in the fiscal year 2020-21. An amendment of the 2020-21 Budget in total for all funds in the amount of $3,098,826 for revenues and $11,837,402 for expenditures is required to cover the carryover of all lapsed appropriations.

Staff recommends that Council approve a budget amendment in total of $3,098,826 for revenues and $11,837,402 for expenditures for the continuing appropriations in the Fiscal Year 2020-21 for the carryover items from the prior fiscal year as detailed in Attachment 1.
DISCUSSION:

The carryover of continuing appropriations represent approved budgeted fiscal year 2019-20 appropriations for revenues and goods and/or services that were not received or expended as of June 30, 2020, but are expected to be received or expended in the fiscal year 2020-2021. Generally, appropriations lapse at fiscal year-end. Therefore, City Council action is required to carryover the balance of appropriations for ongoing projects, special programs, grants and other restricted balances. Estimated carryovers were reflected in the annual budget for the upcoming year. However, now that the books have been closed, staff requests that the City Council approve the amounts to be carried-over into the Fiscal Year 2020-21 as detailed in Attachment 1. Attached is a list of requested carryovers, which amount to a net of $8,738,576. The appropriations are primarily funded by unspent bond proceeds, capital reserves and other restricted funds.

FINANCIAL ANALYSIS:
The carryover of continuing appropriations from Fiscal Year 2019-20 to Fiscal Year 2020-2021 in total for each fund are as follows:

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund 11-General Fund – Capital Reserves</strong></td>
<td></td>
<td>$246,893</td>
<td>($246,893)</td>
</tr>
<tr>
<td><strong>Fund 11-General Fund- Economic Developmнт Reserve</strong></td>
<td></td>
<td>$1,077,704</td>
<td>($1,077,704)</td>
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<tr>
<td><strong>Fund 11-General Fund-98 Tax Allocation Bonds Reserves</strong></td>
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<td>$166,026</td>
<td>($166,026)</td>
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<tr>
<td><strong>Fund 11-General Fund- Grant/Reimbursement</strong></td>
<td>$2,524,834</td>
<td>$2,524,834</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Fund 15-Criminal Diversion</strong></td>
<td>$51,376</td>
<td>$51,376</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Fund 31-Drainage Fund</strong></td>
<td></td>
<td>$5,433</td>
<td>($5,433)</td>
</tr>
<tr>
<td><strong>Fund 32-Sewer Assessment</strong></td>
<td>$23,195</td>
<td>$2,502,241</td>
<td>($2,479,046)</td>
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<tr>
<td><strong>Fund 61-Information Processing; Internal Svc Fund</strong></td>
<td></td>
<td>$885,000</td>
<td>($885,000)</td>
</tr>
<tr>
<td><strong>Fund 63-Fleet; Internal Svc Fund</strong></td>
<td></td>
<td>$1,764,434</td>
<td>($1,764,434)</td>
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<tr>
<td><strong>Fund 71-Water Utility</strong></td>
<td>$307,632</td>
<td>$2,421,672</td>
<td>($2,114,040)</td>
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<td><strong>Fund 87-Community Development HUD</strong></td>
<td>$191,789</td>
<td>$191,789</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$3,098,826</strong></td>
<td><strong>$11,837,402</strong></td>
<td><strong>($8,738,576)</strong></td>
</tr>
</tbody>
</table>
CITY ATTORNEY REVIEW:

No legal review is required

ALTERNATIVES:

Alternative No. 1: Approve the continuing appropriation of funds in the Fiscal Year 2020-2021 for the carryover items from the prior fiscal year. Amend the 2020-21 Budget in total for all funds in the amount of $3,098,826 for revenues and $11,837,402 for expenditures as detailed in Attachment 1.

Alternative No. 2: Do not approve the continuing appropriation of funds in the Fiscal Year 2020-21 or the additional appropriations or transfers and request to bring back for consideration items on an individual basis.

RECOMMENDATION:

Staff recommends that the City Council approve a budget amendment in total of $3,098,826 for revenues and $11,837,402 for expenditures in Fiscal Year 2020-21 for the carryover continuing appropriations from the prior fiscal year as detailed in Attachment 1.

Prepared By: Teresa Gonzalez, Accounting Manager

Reviewed By: Jennifer Lampman, Finance Director/City Treasurer

Approved By: Rob Houston, City Manager

Attachments: 1. 2020-21 Continuing Appropriations
<table>
<thead>
<tr>
<th></th>
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<tr>
<td>11 General Fund</td>
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<tr>
<td>11.4.GF124.4.4979 Misc. Capital Outlay (18/19 Bev. Cont.)</td>
<td>14,381</td>
<td>-</td>
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<tr>
<td>11.4.GF143.4.4979 Misc. Capital Outlay (17/18 Bev. Cont.)</td>
<td>14,321</td>
<td>-</td>
<td>14,321</td>
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<td>11.4.GF284.3.4413 SB743 (VMT) Study</td>
<td>49,000</td>
<td>30,809</td>
<td>18,191</td>
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<td>11.4.GF335.3.4413 General Plan Update</td>
<td>1,160,638</td>
<td>82,934</td>
<td>1,077,704</td>
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<td>11.4.GF403.4.4929 Park Improvement Annual</td>
<td>200,000</td>
<td>-</td>
<td>200,000</td>
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<td>11.4.GF790.4.4929 Two-Way Butler Bldg.</td>
<td>556,837</td>
<td>417,356</td>
<td>139,481</td>
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<td>11.4.GF794.4.4929 Police Locker Room/Shower Remodel</td>
<td>177,169</td>
<td>150,624</td>
<td>26,545</td>
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<td>11.3.GF915.0.3413 I-405 Improvement (2,070,840)</td>
<td>(544,575)</td>
<td>(1,526,265)</td>
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<tr>
<td>11.4.GF915.3.4413 I-405 Improvement</td>
<td>2,070,840</td>
<td>544,575</td>
<td>1,526,265</td>
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<tr>
<td>11.3.GF012.2.3422 CARES Act OC 2nd District (913,769)</td>
<td>-</td>
<td>(913,769)</td>
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<td>11.4.GF012.3.4986 CARES Act OC 2nd District</td>
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<tr>
<td>11.3.GF015.2.3422 CARES Act OC 1st District (84,800)</td>
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<td><strong>Total General Fund</strong></td>
<td><strong>2,172,346</strong></td>
<td><strong>681,723</strong></td>
<td><strong>1,490,623</strong></td>
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<td>15 Criminal Diversion</td>
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<td>15.3.71788.2.3422 Federal Grant - 19/20 OTS Step</td>
<td>(68,000)</td>
<td>(16,624)</td>
<td>(51,376)</td>
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<td>15.4.71788.1.4323 Overtime - Sworn</td>
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<td>15.4.71788.3.4463 Educational Meeting</td>
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<tr>
<td>15.4.71788.5.4849 Misc. Equipment</td>
<td>22,889</td>
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<td><strong>Total Criminal Diversion Fund</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
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<tr>
<td>31 Drainage</td>
<td></td>
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<tr>
<td>31.4.DF996.4.4659 Walnut Pump Station</td>
<td>4,657,431</td>
<td>4,651,998</td>
<td>5,433</td>
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<tr>
<td><strong>Total Drainage Fund</strong></td>
<td><strong>4,657,431</strong></td>
<td><strong>4,651,998</strong></td>
<td><strong>5,433</strong></td>
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<tr>
<td>32 Sewer Utility</td>
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<tr>
<td>32.4.SF620.4.4932 Sewer Improvement Annual SF620-4</td>
<td>2,498,740</td>
<td>19,694</td>
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<td>32.3.SF935.0.3413 OCTA Utilities Relocation Agreement</td>
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<td>(327)</td>
<td>(23,195)</td>
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<td>23,522</td>
<td>327</td>
<td>23,195</td>
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<tr>
<td><strong>Total Sewer Fund</strong></td>
<td><strong>2,498,740</strong></td>
<td><strong>19,694</strong></td>
<td><strong>2,479,046</strong></td>
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<tr>
<td>61 Information Processing ISF</td>
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<td><strong>885,000</strong></td>
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<td>63.9.71574.4.4951 Toyota Sienna</td>
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<td>71 Water Utility</td>
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<td>5,457,847</td>
<td>2,114,040</td>
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<td>71.3.WU9xx.0.3413 OCTA Utilities Relocation Agreement</td>
<td>(456,209)</td>
<td>(148,577)</td>
<td>(307,632)</td>
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<td>148,577</td>
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<td><strong>5,457,847</strong></td>
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<td>87.3.00342.0.3429 CDBG Unobligated Funds</td>
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<tr>
<td><strong>Total All Funds</strong></td>
<td><strong>19,549,838</strong></td>
<td><strong>10,811,262</strong></td>
<td><strong>8,738,576</strong></td>
<td></td>
</tr>
</tbody>
</table>

*** Note: Tiller Truck was prepaid in FY 2019-20, expense will be recorded upon delivery in FY 2020-21
To: The Honorable Mayor and Members of the City Council

Agenda Date: October 20, 2020

Subject: AMENDMENT #2 TO CONTRACT 13-64 WITH MOTOROLA SOLUTIONS (PREVIOUSLY KNOWN AS SPILLMAN TECHNOLOGIES, INC.) TO INCLUDE AN INCIDENT BASED REPORTING SYSTEM IN THE AMOUNT OF $24,946.09

EXECUTIVE SUMMARY:

California law requires the Fountain Valley Police Department to report specified crimes to the Department of Justice (DOJ). Effective January 1, 2021, the DOJ and the Federal Bureau of Investigations (FBI) will require law enforcement agencies to report these crimes into an Incident Based Reporting System. Amending our agreement with Motorola Solutions in the amount of $24,946.09 will allow for the implementation and maintenance of an Incident Based Reporting System that complies with new DOJ and FBI requirements.

DISCUSSION:

California Penal Code 13020 requires the Chief of Police “to report statistical data to the department (DOJ) at those times and in the manner that the Attorney General prescribes.”

Effective January 1, 2021, the FBI and California DOJ will transition from the current Summary Reporting System (SRS) to the NIBRS/CIBRS (National Incident Based Reporting System/California Incident Based Reporting System). All law enforcement agencies will be required to submit crime data via an Incident Based Reporting System.

The Uniform Crime Reporting (UCR) Program was developed by the FBI in 1930 and has evolved over time. The DOJ and FBI use this data to publish information about crimes occurring nationally, allowing policymakers, analysts, and the public to better understand crime and make informed decisions about how to address issues. The SRS component of the UCR is the manner in which law enforcement agencies, including Fountain Valley Police, currently reports crimes to the DOJ and FBI.

NIBRS/CIBRS collect information about crime which is much more detailed and comprehensive than the previous system. Having more detailed information about crime...
helps in a multitude of ways, such as resource allocation, community relations, and crime trend analyzation. In addition to information on the crimes themselves, NIBRS/CIBRS collects very detailed information from agencies regarding race, gender identity, relationships of involved parties, and other vital data. After the first of the year, the DOJ and FBI will no longer accept crime data submitted in the outdated Summary Reporting System.

**FINANCIAL ANALYSIS:**

The 2020-21 Police Department budget includes adequate savings from department operating costs to fund Year One of the Incident Based Reporting System implementation & maintenance cost of $24,946.09. Subsequent annual maintenance costs of $2,811.30 will be included in the Police Department’s annual operating budget beginning in 2022-23.

**ATTORNEY REVIEW:**

The Attorneys for the City have reviewed this Council Action Request.

**PUBLIC NOTIFICATION:**

Public notification was accomplished through the normal agenda process.

**ALTERNATIVES:**

**Alternative No. 1:** Approve Amendment #2 to Contract 13-64 to include the Incident Based Reporting System in the amount of $24,946.09.

**Alternative No. 2:** Do not approve Amendment #2 to Contract 13-64 to include the Incident Based Reporting System in the amount of $24,946.09.
RECOMMENDATION:

Staff recommends Alternative No. 1: Approve Amendment #2 to Contract 13-64 to include the Incident Based Reporting System in the amount of $24,946.09.

Prepared by: Tony Luce, Police Captain
Approved by: Matthew L. Sheppard, Chief of Police
Fiscal Review by: Jennifer Lampman, Finance Director
Legal Review by: Colin Burns, Attorney for the City
Approved by: Robert Houston, City Manager

Attachments: Amendment No. 2 to Contract 13-64
Motorola Solutions Quote
AMENDMENT NO. 2 TO CON 13-64
ADDING INDEX BASED REPORTING

This SECOND AMENDMENT to CON-13-64 is made and entered into this 20th day of October, 2020, by and between the City of Fountain Valley, a municipal corporation (hereinafter “CITY”) and Motorola Solutions, Inc. a corporation (hereinafter “CONSULTANT”).

Recitals

WHEREAS, CITY and CONSULTANT’s predecessor-in-interest Spillman Technologies, Inc. (SPILLMAN) previously entered into an Agreement for the Purchase of Police Software and Support Services CON-13-64 dated December 17, 2013, (“AGREEMENT”); and

WHEREAS, in 2016, CONSULTANT acquired SPILLMAN, including its rights and obligations under the AGREEMENT; and

WHEREAS, on April 7, 2020, the parties entered into a FIRST AMENDMENT to the AGREEMENT to expand the scope of work such that CONSULTANT would provide GIS Mapping Services and receive additional compensation for the said services; and

WHEREAS, the parties do now desire to amend and expand the scope of services called for under the AGREEMENT, as amended, and provide additional compensation to the CONSULTANT in accordance with the “Incident Based Reporting System Quote,” attached hereto as Attachment “A” and incorporated herein by reference, to provide an Incident Based Reporting System (“SECOND AMENDMENT”).

NOW, THEREFORE, the parties hereto agree as follows:

1. That the scope of services provided for in the AGREEMENT, as amended in the FIRST AMENDMENT, shall be expanded as provided in Attachment “A”.

2. That the compensation provided to CONSULTANT shall be increased by an amount not to exceed $24,946.09 in accordance with Attachment “A”.

3. Except as provided in this SECOND AMENDMENT, all other terms and conditions of the AGREEMENT, as amended, shall remain in effect.

In witness whereof, the parties hereto have entered into this SECOND AMENDMENT the date and year first above written.

ATTEST: ____________________________
City Clerk ____________________________
Mayor

APPROVED AS TO FORM: ____________________________
Attorney for the City ____________________________
By: ____________________________
Its:
Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency’s single point of contact. This individual will coordinate Motorola's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- California IBR
- Training

<table>
<thead>
<tr>
<th>Package Quote</th>
</tr>
</thead>
<tbody>
<tr>
<td>$22,134.79</td>
</tr>
</tbody>
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Payment Terms

*Pre-approved to split payment over two fiscal years.

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 2nd-year maintenance will begin 12 months from production implementation.

2nd-year Maintenance Total: $2,811.30

The Customer’s signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Fountain Valley Police Department  
Customer Name  
Authorized Signature

Date  
Print Name and Title
EXECUTIVE SUMMARY:

On April 5, 2016, the City entered into a cooperative agreement with the Orange County Transportation Authority (OCTA) regarding the I-405 Improvement Project. The cooperative agreement allows project improvements to move forward, memorializes the responsibilities of both the City and OCTA throughout the course of the project and upon completion, and provides the financial mechanism for the City to receive reimbursement funds for staff time, consultant assistance, project related police services, and pavement restoration upon project completion.

The cooperative agreement provided $975,700 in reimbursement funds for city services, including plan review and approval of plans, specifications, reports, and the traffic management plan; oversight of construction and detour inspection services; traffic engineering and police services.

On December 18, 2018, City Council approved Amendment No. 1 which provided a one time, upfront payment in the amount of $657,008 for pavement mitigation costs for city streets used for signed, long-term detour routes during construction. In addition, City Council approved Amendment No. 2, which provided OCTA with a payment in the amount of $750,000 for the relocation of four City waterlines into the New Bridge Overcrossings.

On April 30, 2019, the City was able to secure Amendment No. 3, which provided an additional $1,985,000 for reimbursement for ongoing review and approval of engineering plans, specifications, traffic management, and oversight construction inspection services.

On August 18, 2020, the City Council approved Amendment No. 4 to Cooperative Agreement No. C-5-3613 in the amount of $282,000 between the Orange County Transportation Authority (OCTA) and the City of Fountain Valley to provide
reimbursement for the replacement of a new 8-inch water line along the freeway between Mt. Baldy Circle and Euclid Street for the I-405 Improvement Project. This will increase OCTA’s maximum obligation of the cooperative agreement to a total value of $4,649,708.

In response to OCTA’s request to consider expediting the Brookhurst Street bridge construction schedule, the City of Fountain Valley and OCTA collaborated on mitigation emergency services response improvements (i.e. Emergency Vehicle Preemption (EVP)) at twenty-eight (28) intersections around the I-405 Construction areas. The proposed Amendment No. 5 to Cooperative Agreement No. C-5-3613 includes the following items:

1. OCTA will reimburse the City of Fountain Valley $374,000 for engineering design and installation of EVP equipment at twenty-eight intersections.
2. OCTA agrees to install bridge lighting at all seven Fountain Valley bridges.
3. OCTA agrees to perform and evaluate pavement conditions at all detour routes at the near end of construction and restore pavement conditions per conditions of Amendment #1.

DISCUSSION:

The Orange County Transportation Authority (OCTA), in cooperation with the California Department of Transportation (Caltrans) and corridor cities, have implemented the I-405 Improvement Project between SR-73 and I-605 (Project). The Project will add one general-purpose lane from Euclid Street to I-605, and will add an additional lane in each direction that will combine with the existing high-occupancy vehicle (HOV) lane to provide dual express lanes in each direction of I-405 from SR-73 to I-605, otherwise known as the 405 Express Lanes. The Project will also include the demolition and reconstruction of the bridges that span the freeway. Several interchanges, including the Brookhurst and Magnolia interchanges, will be modified and signalized.

On April 5, 2016, City Council approved the cooperative agreement to provide funding for city services during the design-build implementation of the Project. The cooperative agreement provided $975,700 in reimbursement funds for city services, including plan review and approval of plans, specifications, reports; oversight of construction inspection services detour inspection services; review and acceptance of the transportation management plan (TMP); traffic engineering and police services during the design and construction of the Project. The agreement also provided for reimbursement for pavement mitigation on the corridor city streets used for signed, long-term detour routes during construction. Specific dollar amounts were not included at the time because the TMP was not yet approved, and the pavement mitigation costs had not yet been quantified. OCTA reported that amendments to the cooperative agreement would be brought back to their Board for approval when costs for pavement mitigation based on the approved TMP were developed. On November 16, 2017, OCTA’s Board approved the TMP.
On December 18, 2018, the City Council approved Amendment No. 1 which provided a one time, upfront payment in the amount of $657,008 for pavement mitigation costs for city streets used for signed, long-term detour routes during construction. In addition, City Council approved Amendment No. 2 which will relocate four (4) city waterlines that are currently located alongside of existing bridges and under the I-405 freeway into the new bridge structures that will cross over the widened freeway. The City contribution for relocation of these four (4) waterlines was $750,000. Originally, these pipelines were identified as protect in place; however, during discussions between OCTA and City management staff regarding overall project construction staging and impacts, an opportunity to advance and expedite the construction of the Slater bridge while providing for much needed relocation of city waterlines into the bridges was developed.

The total cost contribution by the City to relocate the four waterlines into the new bridge structures at Magnolia, Brookhurst, Ward, and Bushard Structures as well as to properly abandon the existing waterlines under the freeway was $750,000. The estimated value for this work, including design, construction management, contingency, and all construction costs is estimated to be in excess of $7 million if the City were to execute this work separately from this project.

Amendment No. 3 provided an additional $1,985,000 for additional reimbursement for ongoing review and approval of engineering plans, specifications, traffic management, and oversight construction inspection services for the remainder of construction for the I-405 Improvement Project.

Amendment No. 4 secured an additional $282,000 for the replacement of a new 8-inch water line along the freeway between Mt. Baldy Circle and Euclid Street (Water Line Replacement). The Water Line Replacement will consist of proper removal and disposal of the existing 6-inch waterline and installation of proper bedding, backfill, and new 8-inch cement mortar-line and coated steel pipe within the existing City waterline easement.

Amendment No. 5 in the spirit of collaboration, OCTA will provide $374,000 to the City of Fountain Valley to install EVP devices at twenty-eight (28) intersections in order to provide efficient emergency services (Ambulance and Fire) responses especially to the Memorial Care Hospital during Brookhurst and Talbert bridge construction traffic impacts and detours. OCTA also agrees to install thirty-nine (39) bridge lights on all seven bridges in Fountain Valley and re-evaluate pavement conditions and pay a fair-share of cost to restore pavement conditions on all detour routes.

FINANCIAL ANALYSIS:

The FY20/21 capital improvement budget included $375,000 in the General Fund to fund EVP installation of ten (10) intersections. This additional funding from OCTA, identified in the staff report approved by City Council on September 15, 2020 will allow the City to design and install EVP systems at thirty eight (38) intersections and will result in a savings
to the General Fund of $259,863. Amendment No. 5 increases OCTA's maximum obligation of the cooperative agreement to a total value of $5,023,708.

ATTORNEY REVIEW:

The Attorney for the City has reviewed and approved Amendment No. 5 to Cooperative Agreement No. C-5-3613.

ALTERNATIVES:

Alternative No. 1: Approve Amendment No. 5 to Cooperative Agreement No. C-5-3613 in the amount of $374,000 between the Orange County Transportation Authority (OCTA) and the City of Fountain Valley to install EVPs at twenty-eight intersections. This will increase the maximum obligation of the cooperative agreement to a total value of $5,023,708 and is the recommended action.

Alternative No. 2: Do not approve Amendment No. 5 to Cooperative Agreement No. C-5-3613 in the amount of $374,000 between the Orange County Transportation Authority (OCTA) and the City of Fountain Valley to install EVP devices at twenty-eight intersections. This is not recommended as this amendment is necessary for the City to receive reimbursement funds to compensate for staff and consultant services for design, construction management and construction costs for EVPs.

RECOMMENDATION:

It is recommended that the City Council approve Alternative No. 1, which is to approve Amendment No. 5 to Cooperative Agreement No. C-5-3613 in the amount of $374,000 between the Orange County Transportation Authority (OCTA) and the City of Fountain Valley to install EVPs at twenty-eight (28) intersections.

Prepared by: Hye Jin Lee, Director of Public Works
Fiscal Review by: Jennifer Lampman, Finance Director/Treasurer
Approved by: Rob Houston, City Manager

Attachment 1: Amendment No. 5 to Cooperative Agreement No. C-5-3613
AMENDMENT NO. 5 TO
AGREEMENT NO. C-5-3613
BETWEEN
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF FOUNTAIN VALLEY
FOR
I-405 IMPROVEMENT PROJECT

THIS AMENDMENT NO. 5 is effective this ______ day of ________________, 2020
("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
P.O. Box 14184, Orange, California, a public entity of the State of California (hereinafter referred to as
"AUTHORITY"), and the City of Fountain Valley, 10200 Slater Avenue, Fountain Valley, California 92708,
a municipal corporation duly organized and existing under the constitution and laws of the State of
California (hereinafter referred to as “CITY”), each individually known as “Party”, and collectively known
as “Parties”.

WITNESSETH:

WHEREAS, by Agreement No C-5-3613 dated April 19, 2016 (Agreement), as last changed by
Amendment No. 4 dated September 16, 2020, AUTHORITY and CITY entered into a cooperative
agreement, in cooperation and partnership with the California Department of Transportation, herein
referred to as “CALTRANS”, for the specific terms, conditions, and funding responsibilities between the
AUTHORITY and CITY for improvements defined as adding one general purpose lane from Euclid Street
to Interstate 605 (I-605), plus adding an additional median lane which will be combined with the existing
high-occupancy vehicle (HOV) lane and operated as dual express lanes in each direction of the
Interstate 405 (I-405) from State Route 73 (SR-73) to I-605, replacing and/or widening structures, and
other additional geometric and interchange improvements, including improvements to CITY-owned and
operated streets, and traffic facilities hereafter referred to as CITY FACILITIES potentially impacted by
WHEREAS, the Agreement assumed a certain level of CITY SERVICES, as related to improvements to CITY FACILITIES and negotiated the dollar amount at that time, and as later modified by the Amendments; and

WHEREAS, AUTHORITY and CITY agree to single stage construction at Warner Avenue bridge; and

WHEREAS, AUTHORITY and CITY agree to allow construction to begin on the Brookhurst Street bridge after the Bushard Avenue bridge is fully open to traffic without any lane restrictions; and

WHEREAS, AUTHORITY and CITY agree to the installation of emergency vehicle preemptions (EVPs) at the twenty-eight (28) proposed locations identified in Attachment B. AUTHORITY agrees to pay a lump sum amount of Three Hundred Seventy-Four Thousand Dollars ($374,000) to CITY for the procurement and installation of the EVPs at the proposed locations; and

WHEREAS, AUTHORITY and CITY agree to install bridge lighting on all the seven (7) CITY bridges at the locations described in Attachment C; and

WHEREAS, CITY agrees to manage its staff and consultants to provide CITY SERVICES within the maximum obligation amount as amended herein; and

WHEREAS, AUTHORITY and CITY agree that this Amendment No.5 brings the total Agreement amount to Five Million Twenty-Three Thousand Seven Hundred Eight Dollars ($5,023,708.00); and

WHEREAS, the AUTHORITY’s Board of Directors approved this Amendment No. 5 on the 12th day of October, 2020; and

WHEREAS, the CITY’s Council approved this Amendment No. 5 on the _____day of ________________ , 2020.

NOW, THEREFORE, it is mutually understood and agreed by the AUTHORITY and CITY that the Agreement, is hereby amended in the following particulars only:

1. Amend ARTICLE 3. RESPONSIBILITY OF AUTHORITY, as follows:
   a) Page 8 of 17, paragraph EE, to delete in its entirety and, in lieu thereof, insert:
“EE. To reimburse CITY for combined costs identified as “CITY SERVICES”, and in accordance with the attached “REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES, CITY OF FOUNTAIN VALLEY.”

b) Page 8 of 17, paragraph GG, to delete in its entirety and, in lieu thereof, insert:

“GG. AUTHORITY’s reimbursement for CITY SERVICES shall not exceed the combined maximum amount shown in Revised Schedule A.”

c) Page 9 of 17, add new paragraph MM:

“MM. To reimburse CITY, in the lump sum amount of $374,000, for the procurement and installation of the emergency vehicle preemptions (EVPs) at the 28 proposed locations identified in Attachment B.”

2. Amend ARTICLE 4. RESPONSIBILITY OF CITY, as follows:

a) Page 11 of 17, add new paragraph P:

“P. To procure and install the EVPs at the proposed 28 locations as identified in Attachment B. CITY shall coordinate installation of the EVPs with AUTHORITY and its contractor and make every reasonable effort to ensure installation of the EVPs shall not be detrimental to the progress of the PROJECT.”

3. Amend ARTICLE 7. MAXIMUM OBLIGATION, page 13 of 17, to delete in its entirety and, in lieu thereof, insert:

“Notwithstanding any provisions of the Agreement to the contrary, AUTHORITY and CITY mutually agree that the total Agreement value, is Five Million Twenty-Three Thousand Seven Hundred Eight Dollars ($5,023,708.00). AUTHORITY’S maximum cumulative payment obligation hereunder shall be Four Million Two Hundred Seventy Three Thousand Seven Hundred Eight Dollars ($4,273,708.00), including, but not limited to, street pavement obligation for pavement mitigation, provided that AUTHORITY’S maximum cumulative payment obligation is exclusive of any payment obligations AUTHORITY may have under Article 3, paragraph JJ, as added by Amendment No. 1 to Agreement. CITY’S maximum cumulative payment obligation hereunder shall be Seven Hundred
Fifty Thousand Dollars ($750,000) for the relocation of CITY WATER LINES, in accordance with Schedule A, “Reimbursement/Contribution Schedule for City Services”, unless maximum obligation is modified by an amendment to this Agreement and agreed to by both Parties.”

4. Amend Agreement’s “SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES CITY OF FOUNTAIN VALLEY”, as amended, to delete SCHEDULE A in its entirety and, in lieu thereof, replace with the “REVISED SCHEDULE A, REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES, CITY OF FOUNTAIN VALLEY” attached to this Amendment No. 5.
The balance of Agreement No. C-5-3613, as amended, remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to Agreement No. C-5-3613 to be executed as of the date of the last signature below.

CITY OF FOUNTAIN VALLEY

By: _________________________
    Cheryl Brothers
    Mayor

Dated: _________________________

ATTEST:

By: _________________________
    Rick Miller
    City Clerk

Dated: _________________________

APPROVAL RECOMMENDED

By: _________________________
    Hye Jin Lee, M.S., P.E.
    Public Works Director

Dated: _________________________

APPROVED AS TO FORM:

By: _________________________
    Colin Burns
    City Attorney

Dated: _________________________

Attachments:

Attachment A - Revised Schedule A – Reimbursement Schedule for Combined City Services, City of Fountain Valley

Attachment B – City of Fountain Valley Emergency Vehicle Preemption Map

Attachment C – City of Fountain Valley Bridge Lighting Inventory
# REVISED SCHEDULE A

## REIMBURSEMENT/CONTRIBUTION SCHEDULE FOR COMBINED CITY SERVICES

CITY OF FOUNTAIN VALLEY

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of City Services</th>
<th>Maximum Reimbursement Amount by AUTHORITY¹</th>
<th>Maximum Contribution Amount by CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Review and approval of plans, specifications, plans, and other pertinent engineering plans and reports, Traffic Management Plan review and concurrence, and construction oversight inspection services related to CITY FACILITIES.</td>
<td>$2,138,500</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Traffic engineering and detour oversight inspection.</td>
<td>$642,000</td>
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</tr>
<tr>
<td>3</td>
<td>Police services (including overtime costs).</td>
<td>$180,200</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pavement mitigation.</td>
<td>$657,008</td>
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</tr>
<tr>
<td>5</td>
<td>Replacement of Water Line between Mt. Baldy Circle and Euclid Street.</td>
<td>$282,000</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Procurement and installation of the emergency vehicle preemptions at twenty-eight (28) proposed signal locations.</td>
<td>$374,000</td>
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</tr>
<tr>
<td></td>
<td><strong>TOTAL MAXIMUM REIMBURSEMENT BY AUTHORITY</strong></td>
<td><strong>$4,273,708</strong></td>
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</tr>
<tr>
<td>7</td>
<td>Relocation of CITY water lines into bridges</td>
<td>$750,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL MAXIMUM CONTRIBUTIONS BY CITY</strong></td>
<td><strong>$750,000</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL AGREEMENT AMOUNT (AUTHORITY AND CITY)</strong></td>
<td><strong>$5,023,708</strong></td>
<td></td>
</tr>
</tbody>
</table>

(1) Revised Schedule A shows estimated reimbursement amounts for each CITY SERVICES item of work. During the term of this agreement, the CITY may redistribute funds for items of work as needed; however, the total amount for CITY SERVICES shall not exceed the Total Maximum Reimbursement amount shown herein.
Interstate 405 Improvement Project

City of Fountain Valley Emergency Vehicle Preemption Map

CITY OF FOUNTAIN VALLEY EMERGENCY VEHICLE PREEMPTION MAP

LEGEND

H HOSPITAL
SL SENIOR LIVING
F FIRE STATION
 EXISTING EVP LOCATIONS (16)
 PROPOSED EVP FOR OC405 (28)
 FUTURE EVP LOCATIONS (10)

DATE: 7-7-20

NOT TO SCALE
### City of Fountain Valley Bridge Lighting Inventory

<table>
<thead>
<tr>
<th>Bridge</th>
<th>No. of Lights</th>
<th>Notes¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ward Street OC</td>
<td>4</td>
<td>2 lights each side</td>
</tr>
<tr>
<td>Talbert Avenue OC</td>
<td>6</td>
<td>3 lights each side</td>
</tr>
<tr>
<td>Brookhurst Street OC</td>
<td>5</td>
<td>3 lights west side, 2 lights east side</td>
</tr>
<tr>
<td>Slater Street OC</td>
<td>5</td>
<td>3 lights south side, 2 lights north side</td>
</tr>
<tr>
<td>Bushard Street OC</td>
<td>5</td>
<td>3 lights west side, 2 lights east side</td>
</tr>
<tr>
<td>Warner Avenue OC</td>
<td>6</td>
<td>3 lights each side</td>
</tr>
<tr>
<td>Magnolia Street OC</td>
<td>8</td>
<td>4 lights each side</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>39</strong></td>
<td></td>
</tr>
</tbody>
</table>

¹ See Project Plans for additional details
To: Honorable Mayor and Members of the City Council

Agenda Date: October 20, 2020

Subject: Request to Approve Fee Reduction for;
   Item 2. Contract 20-26 Fountain Valley Little League
   Item 3. Contract 20-27 Fountain Valley Pony Baseball

EXECUTIVE SUMMARY:
Following the guidance of the California Department of Public Health, Orange County Health Officer Dr. Nichole Quick issued a Health Officer’s Order on March 17, 2020 as a mitigation step to help protect the health of Orange County, CA residents in an effort to slow the spread of novel coronavirus COVID-19. The Health Order specified, “All public and private gatherings of any number of people, including places of work, occurring outside a single household or living unit are prohibited.”

As a result of the Health Officers Order the Community Services Department was not able to fulfil the following contracts; Contract 20-25 Fountain Valley Girls Fast Pitch Softball, Contract 20-26 Fountain Valley Little League, Contract 20-27 Fountain Valley Pony Baseball for use of the ball fields at the Fountain Valley Sports Park.

DISCUSSION:
Annually, the Fountain Valley Little League, Fountain Valley Girls Fast Pitch and Fountain Valley Pony Baseball leagues enter into a contract with the City of Fountain Valley for the use of ball fields at the Fountain Valley Sports Park. For calendar year 2020, the leagues began their field use on February 3 with varying end dates related to the respective length of their season.

However, on March 17, 2020, Orange County Health Officer Dr. Nichole Quick issued a Health Officer’s Order specifying, “All public and private gatherings of any number of people, including places of work, occurring outside a single household or living unit are prohibited.” Additionally, the impacts on the pandemic were recognized earlier in March for the youth leagues as large group gatherings had been scaled down by the California Department of Public Health. All three youth sports leagues were cancelled for the remainder of the season following the Health Order.

Additionally, the Concession Stand (Snack Bar) is typically only used during the regular season while games are being played by the youth leagues. The leagues only played one weekend of regular games prior to the County’s Health Order.
FINANCIAL ANALYSIS:
The contractual fees for each youth league are as follows: $412 per field / per month. Additional fees include lighting cost (actual used cost) and Snack Bar Concession (FVLL $2,200, FVPB $2,200, FV Girls Fast pitch $2,000)

The youth leagues used and paid for the month of February, 2020. The recommended fee reduction is for the impacted portion of the Youth Leagues as follows (March through the end of the Season):

- **Fountain Valley Girls Fast Pitch; March through June 2020 + Concession Stand**
  - $412 x 3 fields x 4 months + $2,000 for snack bar = Total reduction $6,944
- **Fountain Valley Little League**
  - $412 x 4 fields x 5 months + $2200 for snack bar = Total reduction of $10,440
- **Fountain Valley Pony Baseball**
  - $412 x 4 fields x 5 months + $2200 for snack bar = Total reduction of $10,440

The total recommended reduction in youth league fees related to Covid – 19 and the County’s Health Order is $27,824.

ATTORNEY REVIEW:
The Attorney for the City has reviewed this Amendment.

ALTERNATIVES:


RECOMMENDED ACTION:
AGREEMENT FOR THE USE OF ATHLETIC FIELDS

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30th DAY OF JANUARY 2020 AND BY AND BETWEEN THE CITY OF FOUNTAIN VALLEY (HEREINAFTER "CITY") AND THE FOUNTAIN VALLEY GIRLS FAST PITCH SOFTBALL, A NON-PROFIT CORPORATION (HEREINAFTER "SPORTS GROUP").

Recitals

WHEREAS, CITY provides certain athletic fields to SPORTS GROUP and charges SPORTS GROUP for the costs to maintain those fields; and

WHEREAS, SPORTS GROUP has proposed that it would maintain those fields if the CITY would eliminate certain maintenance charges;

NOW, THEREFORE, the parties hereto agree as follows:

I. Sports Group Duties.

(a) Use of Fields. SPORTS GROUP shall be allowed to use the fields designated in Exhibit A for the periods set forth therein.

(b) Mowing and maintenance of the Infields. For groups with grass fields, SPORTS GROUP agrees to maintain and mow the infields. SPORTS GROUP agrees to drag water and line the fields for their own use. Drag mats shall not be used on turf areas and SPORTS GROUP shall repair any damage to turf area caused thereby. SPORTS GROUP agrees that it will install pitching mounds (including pitching plates) and portable fences and agrees to maintain the mounds and portable fences throughout the term of this agreement as set forth in Exhibit A. SPORTS GROUP agrees to be responsible for installation and removal of such fences and shall fill any holes created in the turf area. SPORTS GROUP shall be allowed to install windscreens, banners, pennants, and signage as established by city policies and obtain written approval by CITY. (SPORTS GROUP will ensure that the installation and removal of all items are done to CITY'S approval.)

(c) Restrooms. SPORTS GROUP agrees that it will maintain the restrooms serving the above fields as described in Exhibit A by cleaning and restocking said restrooms on a daily basis. CITY shall provide supplies. SPORTS GROUP shall be responsible for plumbing blockages and shall keep facilities in a clean and proper working condition. SPORTS GROUP is not allowed to store equipment, supplies or materials in public restroom areas.

(d) Surrounding areas. SPORTS GROUP agrees to maintain the area surrounding the fields including the concrete pad area described in Exhibit A free from trash and debris. CITY shall provide trashcans and liners. CITY shall provide access to dumpsters for emptying the trashcans and SPORTS GROUP shall empty those trashcans as needed.

(e) Failure to provide services. Should SPORTS GROUP fail to perform any duty set forth herein, CITY may provide those services and will bill SPORTS GROUP for the cost thereof.
(f) Charges. SPORTS GROUP agrees to pay CITY for the use of the fields in accordance with the schedule set forth in Exhibit A. In addition, SPORTS GROUP agrees to pay the hourly rates for lighting set forth in Exhibit A.

(g) Responsible persons. SPORTS GROUP agrees that it will instruct all responsible persons in its organization regarding the terms of this contract. SPORTS GROUP agrees to identify certain responsible persons and provide telephone numbers for emergency contact purposes.

(h) Plot plans and improvements. SPORTS GROUP agrees to submit a plot plan with any proposed improvements for CITY’S approval showing locations of improvements proposed and no improvements are to be done prior to City approval. All penetrations of all ground shall be pre-approved by CITY. All approved improvements shall be at SPORTS GROUP’S cost and SPORTS GROUP shall also return the fields to their original condition at the end of the season at its cost if requested by CITY. The Plot Plan shall be Exhibit B to this agreement.

(i) Keys. SPORTS GROUP shall be provided with a set of keys for the storage rooms, restrooms and snack bars and agrees to secure and open said facilities at the appropriate times. At the end of the season, SPORTS GROUP shall return said keys to CITY within the timeline set forth in Exhibit A or shall be responsible for rekeying charges.

(j) Deadline and penalties. Other deadlines and penalties shall be set forth in Exhibit A. Written request of special events and tournaments to be submitted to CITY by April 1st of said year.

2. City Duties

(a) Mowing. City agrees to mow and maintain those portions of the athletic fields not maintained by SPORTS GROUP.

(b) Sprinkler maintenance. CITY agrees to perform all sprinkler maintenance, except that damage to sprinklers caused by SPORTS GROUP shall be paid for by SPORTS GROUP on a time and materials basis.

(c) Windscreens panels. CITY shall provide the windscreens panels directly behind home plate on each field backstop where needed.

(d) Home plates. City shall provide home plates, which shall remain the property of CITY.

General Provisions

3. Non-discrimination. The CITY does not discriminate in providing access to its fields or any of its programs or facilities based on race, color, national origin, disability, gender, or sexual orientation. SPORTS GROUP agrees to also provide free access in accordance with the law. Alternative means of participation and reasonable accommodations shall be provided by SPORTS GROUP.

4. Rotation of Opening Day. SPORTS GROUP agrees that opening day ceremonies must be rotated with other sports group(s) and agrees to the same. Said opening day ceremonies will require that other sports groups not use the facilities for that day.
21. **Notices.** The parties hereto agree that all formal notices required by this License Agreement may be given by sending the same as follows: CITY OF FOUNTAIN VALLEY. 10200 Slater Avenue, Fountain Valley, CA 92708, ATTENTION: City Manager.

22. **Attorney’s Fees.** If any legal action is necessary to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney’s fees.

23. **Independent Contractor.** Concessionaire agrees that it is an independent contractor and that neither it nor agents or employees shall be considered employees of neither the City of Fountain Valley nor any other governmental entity. Concessionaire agrees to maintain Worker’s Compensation insurance for all of his employees and to provide the City with suitable evidence showing such coverage throughout the term of this agreement.

24. **Timeline.** The youth group will have use of the snack bar from the first week of February to the last weekend of June of the said year. The City will have the use of the snack bar from August 1 to February 1, during which the City may rent the snack bar out to other youth organizations. Snack bar must be cleared of all items by July 1 of each calendar year.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the date and year first above written.

ATTEST:                                      CONTRACTOR:

[Signature] 6-26-2020                   [Signature] 12-30-2020
City Clerk                                      YOUTH SPORTS GROUP
Date                                      Date

APPROVED:                                      CITY OF FOUNTAIN VALLEY:

[Signature] 02/07/2020                  [Signature]
Attorney for the City                                      Rob Houston, City Manager
Date                                      Date
Exhibit A
(Athletic Fields)

To contract with: Fountain Valley Girls Fast Pitch Softball

Facilities to be used: Fields #5, #6, #7

Period of use: February 3 -- June 30, 2020
Authorized designated time period for daily field preparation is: Monday-Friday, 4pm-9pm; Saturday/Sunday 8am-9pm

Penalty for failure to maintain trashcans or restrooms (whichever is greater): $75.00 per occurrence or $32.50 per hour, whichever is greater.

Field rental charge payable to the City per month: $412/Field/month. $15/per hour per day for any portion thereof.
Field lighting charge: Field #5, #6, #7 at $19/hr
Snack Bar Fee: $2,000.00.

Additional terms: Field rental charges include all turf maintenance. Irrigation repairs are on a time and materials charge at actual City cost. Sports Group is responsible for daily maintenance to restrooms at said fields, including plugged drains, toilets, etc and cleaning surrounding concrete pad daily.

Penalties
SPORTS GROUP agrees to make payment within 30 days of receipt for all invoices. Failure to do so will result in a 1.5% penalty per month if balance due.

SPORTS GROUP agrees to make payment for snack bar money collected by April 1st or on the Monday following this date if the date happens on a weekend. Failure to do so will result in contract default. See section on "Payment" under snack bar agreement.

SPORTS GROUP agrees to have fencing installed. Must schedule and receive approval of installation and removal with Recreation & Community Services Supervisor and the City's Landscape Division. Mounds, signage, banners, pennants, and sports groups' windscreen will be removed by Wednesday, July 1, 2020 unless different arrangements are agreed on in writing and in advance. All guidelines and policies and procedures established by the city must be adhered to. Failure to do so will result in a fine of $300 per field per violation.

SPORTS GROUP agrees to reimburse CITY actual costs associated with re-keying of the snack bar and restrooms if keys issued by the city are not returned by Wednesday, July 1, 2020.

SPORTS GROUP agrees to pay the City for towing of any illegally parked cars at the Fountain Valley Recreation Center, which relates to SPORTS GROUP'S use of the fields. Cars will be cited and towed for parking in red zone, disabled spaces or on any turf areas.

EMERGENCY NOTIFICATION: Responsible persons/phone numbers: 1. James Kim 818-519-6833

2. 

CITY OF FOUNTAIN VALLEY
BY: Rob Houston
CITY MANAGER DATE

SPORTS GROUP
BY: NONPROFIT CORPORATION DATE
Fountain Valley Girls Fast Pitch Softball

APPROVED AS TO FORM:
BY: 02/20/2020
ATTORNEY FOR THE CITY DATE

ATTEST:
BY: 6-26-2020
CITY CLERK DATE
AGREEMENT FOR THE USE OF ATHLETIC FIELDS


Recitals

WHEREAS, CITY provides certain athletic fields to SPORTS GROUP and charges SPORTS GROUP for the costs to maintain those fields; and

WHEREAS, SPORTS GROUP has proposed that it would maintain those fields if the CITY would eliminate certain maintenance charges;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Sports Group Duties.**

   (a) Use of Fields. SPORTS GROUP shall be allowed to use the fields designated in Exhibit A for the periods set forth therein.

   (b) Mowing and maintenance of the Infields. **For groups with grass fields, SPORTS GROUP agrees to maintain and mow the infields. SPORTS GROUP agrees to drag water and line the fields for their own use. Drag mats shall not be used on turf areas and SPORTS GROUP shall repair any damage to turf area caused thereby. SPORTS GROUP agrees that it will install pitching mounds (including pitching plates) and portable fences and agrees to maintain the mounds and portable fences throughout the term of this agreement as set forth in Exhibit A. SPORTS GROUP agrees to be responsible for installation and removal of such fences and shall fill any holes created in the turf area. SPORTS GROUP shall be allowed to install windscreens, banners, pennants, and signage as established by city policies and obtain written approval by CITY. (SPORTS GROUP will ensure that the installation and removal of all items are done to CITY’S approval.)**

   (c) Restrooms. SPORTS GROUP agrees that it will maintain the restrooms serving the above fields as described in Exhibit A by cleaning and restocking said restrooms on a daily basis. CITY shall provide supplies. SPORTS GROUP shall be responsible for plumbing blockages and shall keep facilities in a clean and proper working condition. SPORTS GROUP is not allowed to store equipment, supplies or materials in public restroom areas.

   (d) Surrounding areas. SPORTS GROUP agrees to maintain the area surrounding the fields including the concrete pad area described in Exhibit A free from trash and debris. CITY shall provide trashcans and liners. CITY shall provide access to dumpsters for emptying the trashcans and SPORTS GROUP shall empty those trashcans as needed.

   (e) Failure to provide services. Should SPORTS GROUP fail to perform any duty set forth herein, CITY may provide those services and will bill SPORTS GROUP for the cost thereof.
(f) Charges. SPORTS GROUP agrees to pay CITY for the use of the fields in accordance with the schedule set forth in Exhibit A. In addition, SPORTS GROUP agrees to pay the hourly rates for lighting set forth in Exhibit A.

(g) Responsible persons. SPORTS GROUP agrees that it will instruct all responsible persons in its organization regarding the terms of this contract. SPORTS GROUP agrees to identify certain responsible persons and provide telephone numbers for emergency contact purposes.

(h) Plot plans and improvements. SPORTS GROUP agrees to submit a plot plan with any proposed improvements for CITY’S approval showing locations of improvements proposed and no improvements are to be done prior to City approval. All penetrations of all ground shall be pre-approved by CITY. All approved improvements shall be at SPORTS GROUP’S cost and SPORTS GROUP shall also return the fields to their original condition at the end of the season at its cost if requested by CITY. The Plot Plan shall be Exhibit B to this agreement.

(i) Keys. SPORTS GROUP shall be provided with a set of keys for the storage rooms, restrooms and snack bars and agrees to secure and open said facilities at the appropriate times. At the end of the season, SPORTS GROUP shall return said keys to CITY within the timeline set forth in Exhibit A or shall be responsible for rekeying charges.

(j) Deadline and penalties. Other deadlines and penalties shall be set forth in Exhibit A. Written request of special events and tournaments to be submitted to CITY by April 1st of said year.

2. City Duties

(a) Mowing. City agrees to mow and maintain those portions of the athletic fields not maintained by SPORTS GROUP.

(b) Sprinkler maintenance. CITY agrees to perform all sprinkler maintenance, except that damage to sprinklers caused by SPORTS GROUP shall be paid for by SPORTS GROUP on a time and materials basis.

(c) Windscreens panels. CITY shall provide the windscreen panels directly behind home plate on each field backstop where needed.

(d) Home plates. City shall provide home plates, which shall remain the property of CITY.

General Provisions

3. Non-discrimination. The CITY does not discriminate in providing access to its fields or any of its programs or facilities based on race, color, national origin, disability, gender, or sexual orientation. SPORTS GROUP agrees to also provide free access in accordance with the law. Alternative means of participation and reasonable accommodations shall be provided by SPORTS GROUP.

4. Rotation of Opening Day. SPORTS GROUP agrees that opening day ceremonies must be rotated with other sports group(s) and agrees to the same. Said opening day ceremonies will require that other sports groups not use the facilities for that day.
5. Indemnification. SPORTS GROUP agrees that it will indemnify, defend and hold CITY harmless from any and all liability caused to persons performing the maintenance work required of SPORTS GROUP under this Agreement.

6. Insurance. SPORTS GROUP shall obtain comprehensive general liability insurance in an amount of at least Two Million Dollars and shall name CITY as an additional insured and provide CITY with an endorsement evidencing such coverage, which shall remain in effect throughout the term of this agreement. A certificate of insurance and endorsement shall be Exhibit C to this agreement.

7. Default. In the event of default, the nondefaulting party shall give notice of the conditions constituting the default and the defaulting party shall have 15 days to cure the condition or the agreement shall be deemed terminated.

8. Integration. This agreement supersedes all previous agreements oral or written and may only be modified in writing signed by each party's authorized representatives.

9. Authority. Each person signing represents that he/she has the authority to enter into this agreement and to bind the party.

10. Extensions. This agreement may be extended by the execution of a new Exhibit A for a new term, provided that all other Exhibits are current.

11. Assignment/sublease. This agreement may not be assigned nor subleased without CITY'S consent. All requests must be submitted in writing at least 30 calendar days in advance.

In witness whereof, the parties have agreed the above on the date set forth above.

CITY OF FOUNTAIN VALLEY
BY: [Signature]
CITY MANAGER
Rob Houston
DATE

SPORTS GROUP
BY: [Signature]
NONPROFIT CORPORATION
Fountain Valley Little League
DATE

APPROVED AS TO FORM:

ATTEST:

BY: [Signature] 02/07/2020
ATTORNEY FOR THE CITY
DATE

BY: [Signature] 6-26-2020
CITY CLERK
DATE
Exhibit A
(Athletic Fields)

To contract with: Fountain Valley Little League
Facilities to be used: Fields #12, #13, #14, and #15
Period of use: February 3 - August 2, 2020 - Depending upon All-Stars and Districts dates.

Authorized designated time period for daily field preparation is: Monday-Friday, 4pm-9pm; Saturday/Sunday 6pm-8am.

Penalty for failure to maintain trash cans or restrooms (whichever is greater): $75.00 per occurrence or $32.50 per hour, whichever is greater.

Field rental charge payable to the City per month: $412/field/month; $15/day for any portion thereof.
Field lighting charge: Fields #12 = $25hr; #13 = $32hr; #14, #15 = $19hr
Snack Bar Fee: $2,000.00

Additional terms: Field rental charges include all turf maintenance. Irrigation repairs are on a time and materials charge at actual City cost. Sports Group is responsible for daily maintenance to restrooms and said fields, including plugged drains, toilets, etc. and cleaning surrounding concrete pads daily.

Penalties
SPORTS GROUP agrees to make payment within 30 days of receipt for all invoices. Failure to do so will result in a 1.5% penalty per month on balance due.

SPORTS GROUP agrees to make payment for snack bar money collected by April 1st or on the Monday following this date if the date happens on a weekend. Failure to do so will result in contract default. See section on “Payment” under snack bar agreement.

SPORTS GROUP agrees to have fencing installed. Must schedule and receive approval of installation and removal with Recreation & Community Services Supervisor and the City’s Landscape Division. Fencing on Fields #12 and #13 will be seasonal while Fields #14 and #15 will be permanent. Mounds, signage, banners, pennants, and sports groups’ windscreens will be removed by: Monday, August 10, 2020 unless different arrangements are agreed on in writing and in advance. All guidelines and policies and procedures established by the city must be adhered to. Failure to do so will result in a fine of $300 per field per violation.

SPORTS GROUP agrees to reimburse CITY actual costs associated with re-keying of the snack bar and restrooms if keys issued by the city are not returned by Monday, August 10, 2020.

SPORTS GROUP agrees to pay the City for towing of any illegally parked cars at the Fountain Valley Recreation Center, which relates to SPORTS GROUP’S use of the fields. Cars will be cited and towed for parking in red zone, disabled spaces or on any turf areas.

EMERGENCY NOTIFICATION: Responsible persons/phone numbers: 1. Stuart Yager 714-514-0274

CITY OF FOUNTAIN VALLEY
BY: [Signature]
Rob Houston
DATE

SPORTS GROUP
BY: [Signature] 2/20/20
Nonprofit Corporation
DATE

Fountain Valley Little League

APPROVED AS TO FORM:
[Signature] 02/20/2020
ATTORNEY FOR THE CITY

ATTEST:
[Signature] 6-26-2020
CITY CLERK

Page 43
AGREEMENT FOR THE USE OF ATHLETIC FIELDS

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30th Day of January, 2020 AND BY AND BETWEEN THE CITY OF FOUNTAIN VALLEY (HEREINAFTER "CITY") AND THE FOUNTAIN VALLEY PONY BASEBALL, A NONPROFIT CORPORATION (HEREINAFTER "SPORTS GROUP").

Recitals

WHEREAS, CITY provides certain athletic fields to SPORTS GROUP and charges SPORTS GROUP for the costs to maintain those fields; and

WHEREAS, SPORTS GROUP has proposed that it would maintain those fields if the CITY would eliminate certain maintenance charges;

NOW, THEREFORE, the parties hereto agree as follows:

I. Sports Group Duties.

(a) Use of Fields. SPORTS GROUP shall be allowed to use the fields designated in Exhibit A for the periods set forth therein.

(b) Mowing and maintenance of the Infields. For groups with grass fields, SPORTS GROUP agrees to maintain and mow the infields. SPORTS GROUP agrees to drag, water and line the fields for their own use. Drag mats shall not be used on turf areas and SPORTS GROUP shall repair any damage to turf area caused thereby. SPORTS GROUP agrees that it will install pitching mounds (including pitching plates) and portable fences and agrees to maintain the mounds and portable fences throughout the term of this agreement as set forth in Exhibit A. SPORTS GROUP agrees to be responsible for installation and removal of such fences and shall fill any holes created in the turf area. SPORTS GROUP shall be allowed to install windscreens, banners, pennants, and signage as established by city policies and obtain written approval by CITY. (SPORTS GROUP will ensure that the installation and removal of all items are done to CITY’S approval.)

(c) Restrooms. SPORTS GROUP agrees that it will maintain the restrooms serving the above fields as described in Exhibit A by cleaning and restocking said restrooms on a daily basis. CITY shall provide supplies. SPORTS GROUP shall be responsible for plumbing blockages and shall keep facilities in a clean and proper working condition. SPORTS GROUP is not allowed to store equipment, supplies or materials in public restroom areas.

(d) Surrounding areas. SPORTS GROUP agrees to maintain the area surrounding the fields including the concrete pad area described in Exhibit A free from trash and debris. CITY shall provide trashcans and liners. CITY shall provide access to dumpsters for emptying the trashcans and SPORTS GROUP shall empty those trashcans as needed.

(e) Failure to provide services. Should SPORTS GROUP fail to perform any duty set forth herein, CITY may provide those services and will bill SPORTS GROUP for the cost thereof.
(f) Charges. SPORTS GROUP agrees to pay CITY for the use of the fields in accordance with the schedule set forth in Exhibit A. In addition, SPORTS GROUP agrees to pay the hourly rates for lighting set forth in Exhibit A.

(g) Responsible persons. SPORTS GROUP agrees that it will instruct all responsible persons in its organization regarding the terms of this contract. SPORTS GROUP agrees to identify certain responsible persons and provide telephone numbers for emergency contact purposes.

(h) Plot plans and improvements. SPORTS GROUP agrees to submit a plot plan with any proposed improvements for CITY’S approval showing locations of improvements proposed and no improvements are to be done prior to City approval. All penetrations of all ground shall be pre-approved by CITY. All approved improvements shall be at SPORTS GROUP’S cost and SPORTS GROUP shall also return the fields to their original condition at the end of the season at its cost if requested by CITY. The Plot Plan shall be Exhibit B to this agreement when improvements or alterations are proposed.

(i) Keys. SPORTS GROUP shall be provided with a set of keys for the storage rooms, restrooms and snack bars and agrees to secure and open said facilities at the appropriate times. At the end of the season, SPORTS GROUP shall return said keys to CITY within the timeline set forth in Exhibit A or shall be responsible for rekeying charges.

(j) Deadline and penalties. Other deadlines and penalties shall be set forth in Exhibit A. Written request of special events and tournaments to be submitted to CITY by April 1st of said year.

2. City Duties

(a) Mowing. City agrees to mow and maintain those portions of the athletic fields not maintained by SPORTS GROUP.

(b) Sprinkler maintenance. CITY agrees to perform all sprinkler maintenance, except that damage to sprinklers caused by SPORTS GROUP shall be paid for by SPORTS GROUP on a time and materials basis.

(c) Windscreens panels. CITY shall provide the windscreens panels directly behind home plate on each field backstop where needed.

(d) Home plates. City shall provide home plates, which shall remain the property of CITY.

General Provisions

3. Non-discrimination. The CITY does not discriminate in providing access to its fields or any of its programs or facilities based on race, color, national origin, disability, gender, or sexual orientation. SPORTS GROUP agrees to also provide free access in accordance with the law. Alternative means of participation and reasonable accommodations shall be provided by SPORTS GROUP.

4. Rotation of Opening Day. SPORTS GROUP agrees that opening day ceremonies must be rotated with other sports group(s) and agrees to the same. Said opening day ceremonies will require that other sports groups not use the facilities for that day.
5. Indemnification. SPORTS GROUP agrees that it will indemnify, defend and hold CITY harmless from any and all liability caused to persons performing the maintenance work required of SPORTS GROUP under this Agreement.

6. Insurance. SPORTS GROUP shall obtain comprehensive general liability insurance in an amount of at least Two Million Dollars and shall name CITY as an additional insured and provide CITY with an endorsement evidencing such coverage, which shall remain in effect throughout the term of this agreement. A certificate of insurance and endorsement shall be Exhibit C to this agreement.

7. Default. In the event of default, the nondefaulting party shall give notice of the conditions constituting the default and the defaulting party shall have 15 days to cure the condition or the agreement shall be deemed terminated.

8. Integration. This agreement supersedes all previous agreements oral or written and may only be modified in writing signed by each party's authorized representatives.

9. Authority. Each person signing represents that he/she has the authority to enter into this agreement and to bind the party.

10. Extensions. This agreement may be extended by the execution of a new Exhibit A for a new term, provided that all other Exhibits are current.

11. Assignment/Sublease. This agreement may not be assigned nor subleased without CITY'S consent. All requests must be submitted in writing at least 30 calendar days in advance.

In witness whereof, the parties have agreed the above on the date set forth above.

CITY OF FOUNTAIN VALLEY
BY: [Signature]
CITY MANAGER DATE
Rob Houston

SPORTS GROUP
BY: [Signature]
NON-PROFIT CORPORATION DATE
Fountain Valley Pony Baseball

APPROVED AS TO FORM: [Signature] 02/07/2020
ATTORNEY FOR THE CITY DATE

ATTEST:

[Signature] 6-26-2020
CITY CLERK DATE
Exhibit A
(Athletic Fields)

To contract with: Fountain Valley PONY BASEBALL
Facilities to be used: Fields #8, #9, #10, and #11

Period of use: February 3 – August 8, 2020

Authorized designated time period for daily field preparation is: Monday-Friday, 4pm-9pm; Saturday/Sunday 6am-8am

Penalty for failure to maintain trash cans or restrooms (whichever is greater): $75.00 per occurrence or $32.50 per hour, whichever is greater.

Field rental charge payable to the City per month: $412/field/month; $15/day for any portion thereof.
Field lighting charge: Field #8, #9, #10 and #11 at $19/hr
Snack Bar Fee: $2,200.00.

Additional terms: Field rental charges include all turf maintenance. Irrigation repairs are on a time and materials charge at actual City cost. Sports Group is responsible for daily maintenance to restrooms and said fields, including plugged drains, toilets, etc. and cleaning surrounding concrete pad daily.

Penalties
SPORTS GROUP agrees to make payment within 30 days of receipt for all invoices. Failure to do so will result in a 1.5% penalty per month on balance due.

SPORTS GROUP agrees to make payment for snack bar money collected by April 1st or on the Monday following this date if the date happens on a weekend. Failure to do so will result in contract default. See section on “Payment” under snack bar agreement.

SPORTS GROUP agrees to have fencing installed. Must schedule and receive approval of installation and removal with Recreation & Community Services Supervisor and the City's Landscape Division. Mounds, signage, banners, pennants, and sports groups’ windscreen will be removed by: Monday, August 17, 2020 unless different arrangements in writing are agreed upon in writing in advance. All guidelines and policies and procedures established by the city must be adhered to. Failure to do so will result in a fine of $300 per field per violation.

SPORTS GROUP agrees to reimburse CITY actual costs associated with re-keying of the snack bar and restrooms if keys issued by the city are not returned by Monday, August 17, 2020.

SPORTS GROUP agrees to pay the City for towing of any illegally parked cars at the Fountain Valley Recreation Center, which relates to SPORTS GROUP’S use of the fields. Cars will be cited and towed for parking in red zone, disabled spaces or on any turf areas.


APPROVED BY THE CITY
BY: __________ 02/20/2020
Attorney for the City Date

APPROVED BY SPORTS GROUP
BY: __________ Date
NONPROFIT CORPORATION
Fountain Valley Pony Baseball

ATTEST:
BY: __________ 6-26-2010
City Clerk Date

CITY OF FOUNTAIN VALLEY
BY: __________ Date
City Manager, Rob Houston

Page 47
EXECUTIVE SUMMARY:
Following the guidance of the California Department of Public Health, Orange County Health Officer Dr. Nichole Quick issued a Health Officer’s Order on March 17, 2020 as a mitigation step to help protect the health of Orange County, CA residents in an effort to slow the spread of novel coronavirus COVID-19. The Health Order specified, “All public and private gatherings of any number of people, including places of work, occurring outside a single household or living unit are prohibited.”

As a result of the Health Officer's Order the Community Services Department was not able to fulfil the Concession Agreement with Recreational Management Services (RMS) from March 18, 2020 through May 3, 2020 for the Fountain Valley Tennis Center. This required shut down of the Fountain Valley Tennis Center was for 48 days or approximately 1.5 months.

Discussion
RMS has professionally provided tennis and facility maintenance services to the City of Fountain Valley since 1987 and successfully demonstrated them to be a trusted and reliable concessionaire. Highlighting a long list of awards and accomplishments RMS has received over the decades in municipal tennis is their recognition as Membership Organization of the year by the Southern California Tennis Association (USTA).

As a result of the Health Officer's Order the Community Services Department was not able to fulfil the Concession Agreement with Recreational Management Services (RMS) from March 18, 2020 through May 3, 2020 for the Fountain Valley Tennis Center. This required shut down of the Fountain Valley Tennis Center was for 48 days or approximately 1.5 months.

In late April, the County of Orange provided guidance allowing outdoor activities (Golf and Tennis). RMS quickly reviewed the guidance and in collaboration with the City of Fountain Valley developed thorough guidelines to safely re-introduce tennis to the community. Adhering to the updated local and state guidelines has required additional staffing, reduced programming and additional operational cost. City
staff greatly appreciates the willingness of RMS to provide this safe recreational opportunity to our community during this difficult time.

**FINANCIAL ANALYSIS:**
The Concession Agreement for the Fountain Valley Tennis Center calls for an annual payment to the City in the amount of $50,000 in monthly installments of $4,166.67.

Directly related to the Covid – 19 pandemic and the Health Officer’s Order on March 17, 2020, the Fountain Valley Tennis Center was required to be closed for 48 days or approximately 1.5 months.

City staff recommend a 1.5 month fee reduction in the amount of $6,250 due to the County Health Officer’s Order on March 17, 2020 as a mitigation step to help protect the health of Orange County, CA residents in an effort to slow the spread of novel coronavirus COVID-19.

**ATTORNEY REVIEW:**
The Attorney for the City has reviewed this Amendment.

**ALTERNATIVES:**
1. Approve the Fee Reduction for Fountain Valley Tennis Center Concession Agreement in the amount of $6,250 due to the County Health Officer’s Order on March 17, 2020 as a mitigation step to help protect the health of Orange County, CA residents in an effort to slow the spread of novel coronavirus COVID-19.
2. Do not Approve the Fee Reduction for Fountain Valley Tennis Center Concession Agreement in the amount of $6,250 due to the County Health Officer’s Order on March 17, 2020 as a mitigation step to help protect the health of Orange County, CA residents in an effort to slow the spread of novel coronavirus COVID-19.

**RECOMMENDED ACTION:**
1. Staff recommends that the City Council select Alternative No. 1: Approve the Fee Reduction for the Fountain Valley Tennis Center Concession Agreement in the amount of $6,250 due to the County Health Officer’s Order on March 17, 2020 as a mitigation step to help protect the health of Orange County, CA residents in an effort to slow the spread of novel coronavirus COVID-19.

Prepared By: Rob Frizzelle, Community Services Director

Fiscal Review by: Jennifer Lampman, Finance Director/Treasurer
City Council Request
Request to Approve a Fee Reduction for the Fountain Valley Tennis Center Concession Agreement
10/20/20
Page 3

Approved By: Rob Houston, City Manager

Attachment 1: Fountain Valley Tennis Center Concession Agreement

Attachment 2: Tennis Center Re-Opening Guidelines
PROCEDURAL OPERATIONS FOR THE FOUNTAIN VALLEY TENNIS CENTER

For the Covid-19 outbreak

APRIL 28, 2020
RECREATIONAL MANAGEMENT SERVICES, INC.
RMS is using this Statement as a guide for resources and references, to develop our opening procedures. This along with other research we have gathered as to clubs opening and if found, other tennis centers with a plan in place.

The USTA recognizes that the coronavirus has been affecting different parts of the country in different ways and with different timing. We therefore believe it will be possible for people to return to playing tennis safely in some cities and states sooner than in others.

Because tennis does not require direct person-to-person contact, players can enjoy the many physical and mental benefits that tennis offers so long as they practice social distancing by keeping six feet apart from other players to ensure a safe exercise environment and follow other safety recommendations included in the Player Tips and Recommendations document that is being distributed along with this Facility and Programming Recommendations.

Know that the Federal Guidelines for Opening Up America Again is a three-phased approach, and safety precautions must remain in place as we move from Phase One to Phase Three until there is a universal vaccine or effective treatment for the coronavirus.

ASSESS YOUR SITUATION

Tennis providers, coaches and facilities across the country are all different and operate in different local contexts. Making an assessment of whether a safe exercise environment can be provided depends on a range of factors, which apply differently at each venue. It is the responsibility of each tennis provider, coach and facility to make that assessment based on their local environment.

In communities where stay-at-home or shelter-in-place orders have been lifted or modified, and where the locality meets the standards in the Federal Guidelines, then tennis, if played properly, can be a great opportunity to relieve stress, socialize with others and provide much-needed exercise. Of primary importance is taking every precaution to help keep all participants safe.

ORGANIZE YOUR TENNIS ACTIVITIES

- Activity should always be in line with the Federal Government’s advised social distancing measures (defined by the Centers for Disease Control and Prevention as keeping six feet apart), including when arriving at and departing from a court.
- Limit activities to casual court rental, one-on-one coaching, small groups and private lessons.
- Shorten programs and stagger booking times to create a buffer between sessions.
- Online bookings are recommended, and have participants make payments online. Avoid handling cash.
- Postpone any social gatherings. Do not provide any congregation areas at the court or facility.
Covid-19 Operational Plan; May 2020

- Plan for increased levels of staff and volunteer absences.
- Keep your team and your participants informed of the actions you’re taking.
- Staff must wear masks or “like in kind” and gloves when checking in players. Staff should wash hands and/or gloves often and after touching items.
- Alternating courts should be reserved for play if there is no barrier, such as fencing, between the courts.
- Capturing accurate information on reservation play sheets when people are making reservations are a must, in case the authorities need to trace who has been onsite.
- Players should come to the facility no more than 10 minutes before the time expected to play.
- Having a parent/guardian present at the facility with juniors under age 18 is highly recommended. When that is not feasible, the parent/guardian must provide written permission for each junior participating in the coaching session and/or when playing with other juniors.

PROVIDE A CLEAN ENVIRONMENT

- Clean all surfaces—such as counters, tabletops, doorknobs, bathroom fixtures and toilets—several times a day wearing disposable gloves.
- All common area chairs and tables should be stacked, roped off or removed from the area to prevent congregating and touching.
- All court gates and stair rails should be wrapped with caution tape to discourage touching, or else should be wiped down every hour.
- All gates should be roped off or left open to prevent touching. If the facility has a wide open side entrance to the courts, its use is recommended.
- All score tenders will be taken off the courts to prevent touching.
- Make disinfectant soap, hand sanitizers or wipes available at all main contact points.
- Regularly remind and encourage everyone, particularly juniors, of the need to wash hands often and adopt the other principles of a good hygiene strategy.
- Display signage about handwashing and hygiene techniques at strategic points such as sinks, eating areas, drinking areas and on the side of the court.
- Limit the use of indoor spaces by keeping all locker room and shower areas closed.

ENCOURAGE SOCIAL DISTANCING

- People shall stay at least six feet apart to maintain social distancing.
- Use every second court where practical.
- Players should stay on their side of court and avoid changing ends.
- Implement ways to minimize contact between participants and staff.
- Recommend that only one parent/guardian accompany younger children to the facility when possible.
- Promote prevention techniques and lead by example. See the “Preparing to Play” section in the Player Tips and Recommendations document for tips on how to protect against infections.
COACHING

- Group coaching should take place only where full social distancing is possible. Group coaching should be limited to small groups. An exception would be where all participants are family members or are otherwise in one home.
- Teaching professionals should be assigned specific courts—and possibly specific days and times.
- Position the players at well-spaced stations.
- Live ball drills and game-based play is recommended
- Limit the use of coaching equipment such as target cones.
- Don’t let the players handle any coaching equipment. The coach should pick up the balls.
- Encourage players to use their racquet/foot to push balls back and/or hit them to their opponent to avoid using hands and touching the balls.

TENNIS BALLS

- Practice caution with the tennis balls and avoid letting the participants touch them. Although there is no specific evidence that tennis balls can spread COVID-19, we know that contamination by respiratory droplets from an infected person can potentially survive on hard surfaces up to three days.
- Try to restrict balls to a particular group, court or day of the week. One idea is to label them with a permanent marker.
- Replace all balls if someone suspected to have COVID-19 comes in contact with them.
- Consider spraying tennis balls briefly with a disinfectant spray (e.g., Lysol or Clorox) at the conclusion of play. Using new balls on a very regular basis is highly encouraged.
- For private lessons that feature serving, have customers bring two cans of balls that only they handle for serving.

TENNIS EQUIPMENT

- Tennis equipment should be touched only by the pro/coach and should be cleaned frequently. Use alcohol-based disinfectant to clean all tennis gear, including racquets, towels, target cones, ball machines, etc.
- Teaching pros should have their own marked hoppers and teaching charts to avoid sharing with other pros.
- Using a ball machine is a great option for giving lessons, as it avoids having people touch the balls. Using ball tubes and basket pickups to pick up loose balls after a ball machine rotation also limits contact.
- Avoid using unnecessary equipment such as throw-down lines.
SERVICE STATEMENT
Recreational Management Services, Inc., RMS, has been serving the Fountain Valley Community and surrounding communities since 1987. RMS, like the City or Cities around Orange County, are all dealing with this outbreak, observing and listening to the direction of each level of government supervision. We also receive updates weekly from our Professional Associations, with RMS, it is the United States Tennis Association and the United States Professional Tennis Association. This is the information we have used in compiling an opening procedure for the Tennis Center and information when meeting with the City of Fountain Valley and getting their input. We are researching all levels of input to achieve the best processes of reopening a Public Facility the size of the Fountain Valley Tennis Center and to make sure our community receives the best attention we can give. We also seek to protect our population who use our services daily, weekly and monthly.

Our goal is to reopen in stages and gradually get back to business as usual. As we proceed with our opening, we will keep in touch with the City of Fountain Valley and maintain all of their requests and suggestions of operation during this time, to the best of our ability. We do suggest locking courts 3 and 4 up Monday – Friday, from 12 to 4pm. No unmonitored play.

We will follow the United States Tennis Associations guidelines, specific to Teaching and Facility Management. We have developed a regimen for our staff to use and it is kept at the Tennis Center for use by staff and management for training and follow up. This document has been developed with the guidelines then into specific areas for staff to follow.

COMMUNICATION
Open communication is important. RMS staff at all levels will be watching, evaluating, and communicating with the staff person in charge of daily, weekly, and monthly functions. For the Pro Staff this will be Coach Russell Alger. Office staff will communicate directly with Melinda Alger. All Pro Staff and Office staff will be required to attend weekly meetings with written agendas to make sure we are all on the right path and our paths are in sync with one another and the plan that is set forth and approved by the City of Fountain Valley.

Communications will consist of the following:

- **Target Opening Procedures and how they are progressing.**
- **Note problems that need to be communicated and decisions on how to proceed.**
- **Change of procedures to accommodate a noted problem or hiccup.** We need to identify all problems that arise during our opening procedures that could affect our success.
- **Weekly, meetings are the best to schedule on Saturday.** All staff must attend or give a written assessment to Melinda as to your findings during the week. No exceptions.
- **A written response to all Meetings will be handed out to each employee, Pro and Office Staff.**
OPERATED BY RECREATIONAL MANAGEMENT SERVICES, INC.

Covid-19 Operational Plan; May 2020

- All necessary components for the operations at the tennis center will be done on a monthly basis, i.e., Inventory of all necessary items in the office to be kept in stock and available for use for one full month of operations.
- Clear and concise list of operations will be found in the Operations Section of our Manual and updated.

All questions and clarifications will be submitted to Melinda in written form and shared at the next meeting. Melinda will then send the necessary communication on to the City of Fountain Valley each month or more often as the need arises.

RMS. Is still waiting for the communication from the Federal Government and the SBA on applications submitted and documents provided to them on the EDIL and the PPP, of which the PPP was submitted thru our account with the Bank of America in Fountain Valley at the Brookhurst Branch. So when, and now if we here, we will be able to get to normal faster.

OPERATIONS

In this section we will break down information to short term, (duration of the Covid-19 and demands by the City, County, State and Federal Governments), and long term, when we can return to normal operations approved by the City of Fountain Valley, adjusting to those things that we must keep active that were, as a result of the covid-19 outbreak. These are yet to be determined.

**WEAR GLOVES, SPRAY SURFACES, WIPE OR SPRAY LOCKS ON DOORS AND GATES, STAY SIX FEET APART, COURT CLEANING WILL REMAIN ON THE SAME SCHEDULE AND INCLUDE WHIPPING DOWN CHAIRS AND BENCHES WITH A DISINFECTANT.**

**Daily Procedures** – until we can relax, with the approval of the City of Fountain Valley, All office Staff and Pros Must wear gloves and masks. Am & Pm STAFF WILL WIPE DOWN ALL SEATING AND COURT GATE LATCHES. Please read below for specifics.

- Seating on courts will be for no more than 4 persons. Benches can only accommodate one, so increase with chairs to accommodate a total of 4 persons. Put a sign on each bench. “1 ONLY”
- Court Gates will be open at all times that the facility is in use to minimize touch points.
- Participants on the courts shall exit prior to the next participants entering the court to maintain social distancing.
- Sanitize hands and wear gloves when opening and spray or wipe down all surfaces with a treated cloth, all surfaces that you will be touching, first, prior to starting your daily procedures. (locking courts, locking door to office, opening, or closing the restrooms, turning on and off lights in office, use hand sanitizer when someone else may have touched the surface.
- Registration - If someone calls in about registering for a class encourage them to use the online class registration offered by PayPal on our website: [fvtenniscenter.com](https://fvtenniscenter.com). This will keep people out of the office as much as possible.
• Encourage business and communication to take place outside of the office in the open area (Courtyard) when applicable.

• Participants shall arrive no sooner the 10 minutes prior to the reserved court time and remain socially distanced while waiting for court time.

• If a FV Tennis Center Participant does not adhere to the Fountain Valley Tennis Center Regulations, please provide them with the operational requirements letter provided by the City of Fountain Valley. If they refuse to adhere to the regulations please contact the FVPD dispatch at: (714) 593-4485.

• We will have a hand-held device, POS System, in place ready for use at the office and when collecting out on the courts, and taking registration in the office, must always use gloves. No Cash to be accepted.

• Keys to the office and courts should be sprayed two times daily. Once when opening and once when closing. Gloves should be worn the entire time when using the keys, this means opening courts and closing the courts, basically the entire time you work you must wear gloves.

  IF YOU HAVE QUESTIONS PUT YOUR GLOVES ON, SPRAY FIRST THEN ASK MELINDA

WHEN WE ARE INSTRUCTED TO RETURN TO NORMAL, SOME PRACTICES MAY REMAIN.

Teaching and Class Size (We all must be diligent in this area, be aware and take action)

• Class size will remain at 3-6 people in group lessons for Tennis and for Pickleball, no additional registration unless we add a class time/Pro to teach. This is mandatory, to stay within the guidelines that the USTA and other professional associations suggest. Private or a small group Private lessons, will do the same. In Pickleball we have one Pro so those classes will remain no more than 6 registered and then they are instructed to rotate on and off the court while maintaining the 6’ distancing. This will be accomplished in both Tennis and Pickleball by marking areas of movement with arrows and lines of 6’ distance to come to a rest.

• Each staff member will be responsible to check class size prior to accepting registration. If the class size is larger than 6, it does happen, call Melinda, to inform her and write a note for her and the Pro who teaches the lesson. Do not skip this step!

• Before you start your shift, review the rosters and make a note of numbers in each class, so you know what classes you must be careful with in registering. There will be PayPal registration as well, Melinda will handle those and make the adjustments, she may have you call the customer to let them know of the change, leave a note explaining what the customer said and where they will be transferred to and the class number.
• Each Instructor will use a style that Coach Russ has developed and uses the USTA Guidelines. Including in these guidelines are that each coach is responsible for picking up all the balls and will use the ball mowers.

Court Play and Court Availability - Please note in this area, we will do the best we can do and strive to follow the direction set by the USTA in reference to alternating courts with single and doubles play. Our courts are placed with distance in mind, so when renting out courts staff is to ask and follow these guidelines.

• How many will be playing on your court, No more than 4 in doubles can play or be on a court.
• We will take each name and place it under the time slot for the court. If there are more than 4, they must rent another court to play on, or sit out on the grassy area
• All players on court will be tracked through a “Court Use” card system. We will be monitoring the courts to see if the allotted number and specifically assigned players are on-court. This is to keep the 6’ distancing enforced. Staff must keep track of this and follow through with their rounds and make notations on court sheet of problems.

“How quickly take action to alleviate the problem of distancing.” Politely approach the person and give a warning as to the “distancing” violation. If this behavior still exists, get Coach Russ and he will tell the person to leave. If there is a problem with this CALL THE POLICE.

• In pickleball only singles can play due to the size of the court. No doubles but follow the same procedure in taking names and court assignments. Encourage players to wait out on the grass and use the hooks provided for their paddles for court assignment in pickleball, unless a prior reservation has been made, following the procedures we have for tennis.

• Pickleball will have to monitor the play. Each court can only be occupied by two single players for an hour in Pickleball. If Problems occur, follow the procedure above to handle “DISTANCING”

• Remind customers that we have a 7 day advance reservation system if they have a number. Remind customers we have a monthly prepaid system. SAME COURT, SAME TIME EACH WEEK.

This system helps in crowd control, we have used this successful system for 20 years at the Center for tennis, it has been offered to Pickleball but not taken advantage of to this date.

• Or they can become a Prepaid Customer in which they are billed at the first of each month and play on the same court each week at the same time. These systems provide the optimum play without problems of not getting a court or overbooking.

• If there are 4 on court, no one can be sitting on court in Tennis. They must stay out on the grass and watch “not on court”. In Pickleball, it is two on a court, so that would be up to 8 players on the four courts, others would have to wait out on the grass not on court.
• These explanations will come from our staff at check in and will be verbal and written. These will be the rules now and all customers must follow the guidelines that were required by the City, County, State and Federal governments, to keep the 6’ distancing enforced. “If they want to play, “they” will have to adapt”.

RMS will be doing its best to adhere to the USTA and USPTA guidelines for operating and participating in the Game of Tennis during the Covid-19 Crisis. These guidelines can be found on the USPTA and the USTA websites. Attached will be copies of the current 4/28/20 guidelines.

As we move forward these suggestions may change, all changes will be given to the City of Fountain Valley prior to any change. This is new territory and in talking to other Facilities, whose crowds are not the size of ours, they too are struggling with opening. I receive calls daily to see if we are open yet.

This information is written with all in mind, The City, Our Customers, Our Staff and the tremendous responsibility this puts on our Professional Staff. It is written with safety and health in mind and we know this communication, will change and be reviewed as we change back to a state of wellness.

Melinda Alger
RMS Tennis and Pickleball
Fountain Valley Tennis Center
4/30/2020
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: October 20, 2020

SUBJECT: APPROVAL OF SERVICE CONTRACTS FOR POLICE TOWING SERVICES FOR A PERIOD OF FIVE (5) YEARS BEGINNING NOVEMBER 1, 2020 TO OCTOBER 31, 2025.

EXECUTIVE SUMMARY:

The City of Fountain Valley initiated a request for proposal (RFP) on August 7, 2020, to renew the current police towing service contracts for tow operators which will expire on October 31, 2020. The purpose of the RFP was to select two tow operators to provide towing services on a rotational basis as set by the Fountain Valley Police Department. The service contract will be based on a five-year term with the City beginning on November 1, 2020 with an expiration of October 31, 2025. The selected tow operators will be required to provide services according to the terms and conditions as outlined in Chapter 4.85 of the Fountain Valley Municipal Code and the Fountain Valley Police Department Tow Policy Guidelines and Requirements. Based on the Police Towing Service panel’s evaluation of the submitted proposals, it is recommended that Best Towing and G&W Towing be awarded contracts to provide police towing services to the City of Fountain Valley.

DISCUSSION:

In September 2020, a Police Towing Services evaluation panel was formed to evaluate the eight proposals submitted by tow operators.

An initial evaluation resulted in three tow operators (Best Towing, G&W Towing, and Mandic Motors) being selected for further consideration. This was based on their general approach and work plans to meet the requirements of the RFP, qualifications and experience of the project manager and other key individuals, and the proposer’s past performance on projects of similar size and scope.

A secondary evaluation was conducted based on physical inspections of the tow operators’ tow yard and business offices. After the physical inspections were conducted, Best Towing and G&W Towing scored the highest based on tow yard location, capacity for outdoor storage, indoor storage capabilities, and resources for vehicle damage inspections. Best Towing and G&W Towing also scored the highest overall. Based on
their scores, the Police Towing Services evaluation panel recommends the selection of Best Towing and G&W Towing to provide police towing services to the City.

PROCURMENT

In accordance with the City’s Purchasing Policies, the City of Fountain Valley issued a Request for Proposal (RFP) for Police Directed Towing and Storage Services on August 7, 2020. The RFP was publicly advertised through Planetbids with an invitation through the City’s website. Fifteen companies showed interest in the RFP and downloaded the RFP. The RFP closed on September 4, 2020 and eight towing companies submitted proposals. At the start of the proposal evaluation, all towing facilities were verified if they were located within a five-mile radius as required by the RFP and City needs. Out of the eight proposals, two were disqualified for being outside the five-mile radius requirements. The remaining six proposals were evaluated on a 5 point system in three areas such as: Approach & Plans, Qualifications and Project Experience.

The towing companies that scored an average of four points or more moved on to the Interview/Tow Yard Inspections. The towing companies are: Best Towing, Mandic Motors and G&W Towing. The Interviews/Inspections consisted of a visual view of outdoor lot and indoor storage, vehicle capacity (indoor and outdoor), distribution of towed vehicles, who has access to storage facilities, surveillance, resources available for vehicle damage inspections, customer service, and driving distance. Scores were based out of 100 points with the results outlined below.

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<th>Towing Company</th>
<th>Approach and Plans</th>
<th>Qualifications</th>
<th>Project Experience</th>
<th>Average out of 5 points</th>
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<tr>
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<td>4.7</td>
<td>4.7</td>
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<tr>
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<tr>
<td>G &amp; W Towing</td>
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<tr>
<td>Southside</td>
<td>* Disqualified</td>
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The average scores:

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</tr>
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<tr>
<td>Best Towing</td>
<td>88%</td>
</tr>
<tr>
<td>Mandic Motors</td>
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</table>
FINANCIAL ANALYSIS:

Fees for towing services are paid directly to the towing company by the registered or legal owner or representative of the vehicle towed at no cost to the City. The City of Fountain Valley does receive 50 percent of all storage fees collected by the contractor for all vehicles impounded by the Police Department under California Vehicle Code Section 14602.6(a)(1) as well as 50 percent of all gross receipts for vehicles impounded under CVC 14602.6(a)(1), which are subsequently sold or transferred to another party pursuant to a lien sale.

LEGAL REVIEW:

The Attorney for the City has reviewed and concurs with the recommended action.

PUBLIC NOTIFICATION:

This item was noticed publicly as an agenda item for action in accordance with the rules and regulations regarding noticing of public meetings and agendized items and topics for discussion and/or action by the City Council.

ALTERNATIVES:

**Alternative No. 1:** Approve the recommendation and award police towing service contracts to Best Towing and G&W Towing for a period of five years beginning November 1, 2020 and expiring October 31, 2025.

**Alternative No. 2:** Do not approve the recommendation and award police towing service contracts to Best Towing and G&W Towing for a period of five years beginning November 1, 2020 and expiring October 31, 2025.
RECOMMENDATION:

Staff recommends Alternative No. 1: Approve the recommendation and award police tow service contracts to Best Towing and G&W Towing for a period of five years beginning November 1, 2020 and expiring October 31, 2025.

Prepared by: Kham Vang, Lieutenant
Approved by: Matthew L. Sheppard, Chief of Police
Fiscal Review by: Jennifer Lampman, Finance Director
Legal Review by: Colin Burns, Attorney for the City
Approved by: Rob Houston, City Manager/Executive Director

Attachments: RFP 20-009 FVPD TOW SERVICES
RFP BEST TOWING
RFP G&W TOWING
CONTRACT G&W TOWING
CONTRACT BEST TOWING
The CITY OF FOUNTAIN VALLEY is soliciting proposals for:

POLICE DIRECTED TOWING AND STORAGE SERVICES
RFP 20-009

Due Date: 10:00 A.M. Friday, September 4, 2020
Location – Via Email: Purchasing@fountainvalley.org
or
10200 Slater Avenue Fountain Valley, CA 92708

Questions may be submitted through -10:00AM Tuesday August 25, 2020
- No Verbal questions will be accepted
- Questions for a substantial nature will be addressed in an addendum.
- Emailed to: Purchasing@fountainvalley.org

(August 7, 2020)
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City of Fountain Valley Request for Proposal for Police Directed Towing and Storage Services

The City of Fountain Valley is soliciting proposals from qualified Tow Operators for towing and storage services in connection with vehicles which have been determined to be a public nuisance pursuant to Chapter 10.76 of the Fountain Valley Municipal Code, or which are in violation of statutes and ordinances relating to parking, traffic, and law enforcement. The selected Tow Operator will be required to provide services according to the terms and conditions as outlined in the Chapter 4.85 of the Fountain Valley Municipal Code. The City of Fountain Valley will select two Tow Operators to provide towing services on a rotational basis as set by the Fountain Valley Police Department. The service contract will be based on a 5 year term with the City beginning on November 1, 2020 with an expiration of October 31, 2025.

I. ABOUT THE CITY

The City of Fountain Valley is a general law city that has operated under the council-manager form of government since its incorporation in 1957. The City is located in Orange County, California, and is located roughly 30 miles southeast of Los Angeles and 90 miles northwest of San Diego. The City has an estimated population of 56,920 and has a land area of 9.75 square miles. The City is a full-service City that offers a range of municipal services that includes, but is not limited to: police and fire protection; water and sewer utility operations; building and safety; development services for land use planning, and zoning; housing and community development; and a full range of recreation and cultural activities.

II. SCOPE OF WORK

The general scope of the Tow Operator's duties will be to tow and deliver vehicles to its designated storage yard and to store, manage, and release such vehicles at the direction of the Fountain Valley Police Department.

A. Tow Operators must be able to provide services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year and provide 24 hours access pursuant to California Vehicle Code 22658.

B. Vehicles to be towed and stored will include but not be limited to: cars, vans, 4 x 4 trucks, light duty trucks, heavy-duty trucks, street sweepers, fire trucks, ambulances, off-road equipment, fully loaded tractor trailers, boats, RV's, motorcycles, and heavy equipment.

C. Tow Operators will conduct towing and impound services as needed in connection with clearing motor vehicle accidents, conducting criminal investigations, impounding abandoned vehicles, and enforcing motor vehicle traffic/parking violations.

D. The rotational order for the two selected Tow Operators shall be under the control of the City's Telecommunications Division to ensure equitable distribution of calls. The current method used by the City of Fountain Valley for tow rotation is based on alternation of each tow provider from the 1st to the 15th of each month and the 16th to the 31st of each month.

III. QUALIFICATIONS AND REQUIREMENTS
Tow Operators should submit documentation to meet the following minimum requirements. All requirements must be met at the time of proposal. If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.

A. Must have 10 years of continuous tow service for a government agency.

B. Must be owned by the current owner for a minimum of five years.

C. Must have the ability to store two vehicles inside approximately 500 square feet.

D. The open vehicle storage area shall be a minimum of five thousand square feet and shall be enclosed with a solid wall or a fence not less than six feet in height. The enclosure structure shall be provided with not less than one gate or door of adequate width and of a height equal to that specified above.

E. Must have 24 hours a day access to inside storage.

F. Business office must be located within a five (5) mile radius of Fountain Valley Police Department (10200 Slater Ave, Fountain Valley, CA 92708).

IV. PROPOSAL REQUIREMENTS

A. General Requirements

Inquiries concerning this request for proposal should be made before 10:00AM Tuesday August 25th, 2020 to:

Management Analyst/Purchasing Officer
purchasing@fountainvalley.org
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708
(714) 593-4413

B. Submission of Proposals

Proposals must be received no later than 10AM by Friday September 4, 2020.

Proposals are encouraged to be emailed in PDF to purchasing@fountainvalley.org.

Clearly label each PDF as RFP 20-009 Proposal and RFP 20-009 Cost Proposal.

Proposals and Cost Proposals can be submitted as a hardcopy, Proposals are to be submitted with one original and 4 copies to the address below. Along with the dollar cost bid submitted in a separate sealed marked envelope labeled “Cost Proposal” with one original and 4 copies.

RFP 20-009 POLICE DIRECTED TOWING AND STORAGE SERVICES
City of Fountain Valley/Purchasing
The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straightforward, concise response to the requirements of the RFP. Completeness and clarity of content must be emphasized. The requirements stated do not preclude offerors from furnishing additional reports, functions, and costs as deemed appropriate.

1. TRANSMITTAL LETTER

The proposal transmittal letter shall be addressed to the Purchasing Officer for the City of Fountain Valley and shall contain the following:

- Name of individual, partnership, company, or corporation submitting proposal.
- Statement which indicated an understanding of the scope of work as presented in this specification and confirmation that all terms and conditions of the RFP are understood and acknowledged by the undersigned.
- Team organization including an organization diagram and time commitment shall be submitted showing all key team members and illustrating the relationship between the City, the manager, and key staff.
- Signature(s) of representative(s) legally authorized to bind the offeror.

2. SECTION I: GENERAL APPROACH AND PLANS

- This section of the proposal must contain all work requirements necessary to accomplish the tasks as defined in the Scope of Work section. It will outline the proposed approach, methodology, work plan, and specific tasks and activities that will be performed to address the specific issues and work items.
- For each task/requirement listed in the Scope of Work, provide whether or not proposer can satisfy the requirement. Provide additional information regarding your solution that you deem appropriate.
- A manager and an alternate manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the City.
- Proposal shall state as completely as possible, the proposer’s understanding of and approach to accomplishing the City’s stated needs. The proposal should include:

  1. Describe, in detail, the company’s method of approach to the Scope of Work as defined in Exhibit “C” Police Tow Policy Guidelines and Requirements. Address the manner in which the firm proposes to meet the specific requirements of the scope of work including, but
not limited to, response time, business office and hours, 24-hour availability and reporting requirements.

2. List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.

3. Provide information on whether any of the services in this towing contract will be subcontracted out to another company and if so, then describe the portion of work and who will be providing the service.

4. Describe in detail the company’s proposed procedures for the release of a vehicle under this contract.

5. Describe the company’s proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the following:
   a. Allowing the owner to cover the vehicle or take other protective measures.
   b. Allowing the owner to remove personal effects or other articles from the interior of the vehicle.
   c. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.

6. For vehicles in its care, state the firm’s policies and procedures for:
   a. Determining whether or not a vehicle was damaged.
   b. Determining whether or not a vehicle was stolen.
   c. Determining whether or not property/items from a vehicle were stolen from.
   d. Making restitution to the owner in the event that a vehicle is damaged, stolen and/or stolen from.

7. State the company’s policies and procedures for:
   a. Determining whether or not private property was damaged in the course of the firm’s duties.
   b. Making restitution to the owner or restoring the property if so determined.

8. State the company’s policies and procedures for informing a vehicle owner:
a. A vehicle is in the firm’s possession
b. The location of the vehicle
c. The condition of the vehicle

9. State the company’s policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.

10. Describe the manner in which the company will inform the City and the public of changes to policies and procedures. Include samples of any informational material the company would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.

11. Describe in detail the manner in which the company intends to meet the reporting requirements of Exhibit “C” Police Tow Policy Guidelines and Requirements. Include a detailed description of the company’s record keeping tools and methods. Describe any additional information the company is capable of recording that may be of use to Fountain Valley Police Department.

12. Propose a method of receiving completed release forms electronically from Fountain Valley Police Department by the firm, if one is available.

13. Propose a method of delivering the monthly report of released vehicles to Fountain Valley Police Department electronically, if available.

14. Propose any informational or reporting enhancements the company is capable of providing. Example: secure web-based access to the company’s inventory of vehicles towed and stored under this contract by Fountain Valley Police Department.

15. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.

3. SECTION II: QUALIFICATIONS AND EXPERIENCE
The information provided in this section should describe the qualifications of the Contractor and key staff performing work within the past 10 year(s) that are similar in scope and size to demonstrate competence to perform these services.

The work/services listed should be those that the key staff named for this proposal were responsible for performing. Information shall include:

1. If the owner is a corporation please provide: list name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

2. If the owner is partnership or joint venture, please provide: the name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for business.

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

5. How many years have you been in business under your present business name?

6. List all business names that you operate as a towing service in the County of Orange.

7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.

8. Provide a list of current and previous contracts similar to the requirements for Fountain Valley. Include all public agencies served. For each, provide a brief description of the scope of work, the length of time the firm has been providing services and the name, title and
telephone number of the person who may be contacted regarding the firm’s service record.

9. Submit a description of the firm’s qualifications, experience and abilities that make it uniquely capable to provide services under this contract.

10. Provide a detailed list of subcontractors proposed to be used, if any. For each, submit a description of the services the subcontractor will perform and specific qualifications and experience.

11. Provide copies of the firm’s ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:

   a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.
   b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.
   c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.
   d. Letters of recommendation from customers and contracting agencies.
   e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.
   f. A list of references that will attest to the firm’s ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the firm and the reference.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

- **EQUIPMENT AND FACILITIES**

The information requested in this section should describe the proposer’s equipment and facilities meeting the requirements of the Scope of Work and
Exhibit “C”, *Police Tow Policy Guidelines and Requirements*. Information shall include:

1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the firm does not currently own or lease a sufficient amount of vehicles, provide a description of the firm’s plan to acquire the necessary equipment.

2. Describe the radio equipment proposed to be used in the dispatching of tow vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.

3. Provide a detailed description of the firm’s facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm’s plan to acquire the necessary facility.

4. Provide a detailed description of facility security.

- **FINANCIAL CAPACITY**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **KEY PERSONNEL**

It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions. Information provided shall meet requirements of Exhibit “C”, *Police Tow Policy Guidelines and Requirements*.

1. Identify the members of the staff who would be assigned to act for the Proposer’s firm in key management and filled positions providing the services described in the Proposal, and the functions to be performed by each.

2. Include brief resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience.

3. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

4. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the
concurrency of the City, replace such personnel with personnel of substantially equal ability and qualifications.

- **DISCLOSURE**

Please disclose any and all past or current business and personal relationships with any current Fountain Valley elected official, appointed official, City employee, or family member of any current Fountain Valley elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

- **SAMPLE PROFESSIONAL SERVICES CONTRACT**

The firm selected by the City will be required to execute a Professional Services Contract with the City. A sample of the Agreement/Contract is enclosed as Exhibit “B”, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Contract, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

4. **SECTION IV: COST / FEE**

All Proposers are required to use Attachment 1, to formulate a Cost Proposal to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission. Net compensation for services provided shall be based upon the Proposer’s detailed fee proposal and terms outlined under section 2. Compensation of Draft Contract enclosed as Exhibit “B”.

V. **GENERAL REQUIREMENTS**

A. **INSURANCE REQUIREMENTS**

The [VENDOR] shall maintain and provide copies to the City the following minimum insurance coverage for the duration of the engagement:

- **Workers’ Compensation** - shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000.00 dollars

- **General Liability** – shall maintain general liability insurance in an amount not less than $1 million per occurrence/ $2 million general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

- **Automobile Liability** – shall maintain automobile insurance in an amount not less than $1 million.
• **Professional Liability (Errors & Omissions) Insurance** – shall maintain professional liability insurance in the minimum amount of $1 million per claim and in the aggregate.

See Exhibit “B” *Draft Contract* for all Specific Insurance requirements.

**B. DISCLAIMER**

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to cancel this RFP in part or in its entirety. The City may require the selected Contractor to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from Negotiations.

**VI. TENATIVE SCHEDULE OF EVENTS**

The following is the Schedule of events that the City plans to follow in conducting this solicitation:

<table>
<thead>
<tr>
<th>Event</th>
<th>Tentative Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>August 7, 2020</td>
</tr>
<tr>
<td>Clarification Questions by Email Due</td>
<td>August 25, 2020</td>
</tr>
<tr>
<td>Due Date for Proposals</td>
<td>Friday, September 4, 2020</td>
</tr>
<tr>
<td>Interviews of Finalists, <em>if applicable</em></td>
<td>Week of September 21st, 2020</td>
</tr>
<tr>
<td>Tentative Selection and City Council Award</td>
<td>October 2020</td>
</tr>
<tr>
<td>Begin Project</td>
<td>November 1st, 2020</td>
</tr>
</tbody>
</table>

**VII. PROPOSAL EVALUATION, INTERVIEWS AND AWARD PROCESS**

**A. Evaluation Criteria –**

Award will be based upon a review and evaluation by a committee designated by the Purchasing Officer. Each proposal will be evaluated based on the following criteria but not limited to.

- **General approach and work plans** to meet the requirements of the specified City objectives described in the RFP.
- **Qualifications and experience** of the project manager and other key individuals.
- **The contractor’s /Vendors past performance** on projects of similar size and scope.
- **Work Plan.** Depth of proposer’s understanding of City’s requirements and overall quality of work plan and clarity.
- **Cost & Price.** Reasonableness of rates; competitiveness with other offers received; adequacy of data in support of figures quoted.
- **Inspection** of proposer’s business office and tow yard.
B. Interviews
If interviews are needed, notice will be sent via email to the proposer. An interview may not be required or needed to award a contract.

C. Evaluation Procedure
An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of City staff and may include outside personnel. The committee members will evaluate the written proposals using evaluation criteria identified. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members’ score for each proposal. During the evaluation period, the City may interview some or all of the proposing firms. The City has established the week of September 21st, 2020 as the date(s) to conduct interviews. All prospective Proposers are asked to keep these dates available. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on selected date(s), its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm’s proposal and qualifications. At the conclusion of this interview process, the evaluation committee will provide a recommendation for award and the proposer being recommended will receive a notice of intent to award pending successful negotiations and contract preparation. Upon successful completion of this process, a recommendation will be made to the City Council, based on the contract, for their review and consent and unsuccessful firms will be notified.

D. Notification of Awards
The successful proposer will be required to execute a Contract agreement, See Exhibit “B”, with the City, which is subject to formal approval by the Fountain Valley City Council. The proposer will also be required to purchase a City Business License annually during the duration of the contract.

ATTACHMENTS
1. Standard Terms and Conditions (Exhibit “A”)
2. Draft Contract (Exhibit “B”)
3. Tow Policy Guidelines and Requirements (Exhibit “C”)
4. Cost Proposal Fees (Attachment 1)
1. Application

These standard terms and conditions shall apply to all City of Fountain Valley (hereafter “City”) solicitations and procurements, unless specifically excepted in the solicitation specifications or additional documents negotiated by the parties prior to formal award.

2. Requirements

By submitting a proposal, the respondent agrees to provide the City with the agreed upon services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon price and in compliance with the stated specifications, any subsequent addendums issued prior to the date of the opening, and any negotiated terms subsequent to the acceptance of proposals.

3. Legal Compliance

Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential proposers, but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Proposers are responsible for incorporating any and all modifications and addendums into their submissions.

5. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a proposal, of any portion of the proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

6. Late Proposals

Proposals must be received in the Purchasing Office by the time specified in the solicitation. The City will not accept late submissions and is not responsible for the lateness or non-delivery of proposals by the Postal Service or any private delivery firm. The time/date stamp of the email shall be the official time of receipt.

7. Minor Irregularities

The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted proposals

8. Responsiveness of Proposals
Proposal submissions that fail to meet significant requirements outlined in the solicitation documents will be considered “non responsive”.

9. **Withdrawal of Proposals**

Proposers may withdraw any submitted proposals prior to the submission deadline. Proposers may not withdraw after the proposal due date without the approval of the City’s purchasing manager. Proposers who no longer wish to negotiate with City will be allowed to withdraw proposals. However, once a proposal has been withdrawn, it can no longer be considered.

10. **Disqualification of Proposer**

The City may disqualify proposers, and their proposals not be considered, for any of the following reasons: Collusion among proposers; Proposer’s default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price proposed or agreed upon; Proposer’s lack of financial stability; any factor concerning the proposer’s inability to provide the quantity, quality, and timeliness of services specified in the solicitation; proposer involved in a current or pending lawsuit with City; proposer’s attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and proposer’s attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.

11. **Right to Reject All Proposals**

The City reserves the right to reject all bids for any reason whether or not said bids are responsive or non-responsive. The City reserves the right to reject any bid that is non-responsive to this RFI. The City may, but shall not be required to, solicit additional information, orally or in writing, from one or more of the applicants relating to the content of their proposal(s). The City may, but shall not be required to, meet with one or more of the applicants prior to a preliminary selection of one or more applicants with which the City may choose to negotiate.

12. **Cost of Submission**

The cost of submitting proposals shall be borne by the proposers, and the City will not be liable for any costs incurred by a proposer responding to this solicitation.

13. **Indemnification**

As part of entering into a contract with the City, Contractor is required to indemnify, defend, and hold City harmless as provided in said contract. See the sample contract attached hereto for specifications.

14. **Insurance**

As part of entering into a contract with the City, Contractor is required to obtain insurance as provided in said contract. See the sample contract attached hereto for insurance specifications.
THIS CONTRACT is made and entered into on [DATE OF CONTRACT], by and between the City of Fountain Valley ("City"), a municipal corporation, and [CONTRACTOR], a corporation, towing garage and impound service, having its principal place of business at [BUSINESS ADDRESS] ("Contractor").

WHEREAS, the City of Fountain Valley and the Fountain Valley Police Department desire to engage the services of an official police impound and garage towing service; and

WHEREAS, Contractor desires to provide official police impound and garage towing services to the City of Fountain Valley; and

WHEREAS, Fountain Valley Municipal Code Section 4. 85. 010 provides that the designation "official police impound and garage and towing service" shall be awarded by the Chief of Police upon recommendation of the Traffic Bureau based on findings of public need from among meritorious applications; and

WHEREAS, the Chief of Police of the Fountain Valley Police Department, upon recommendation of the Traffic Bureau, finds a public need to engage the services of Contractor for a five- year period in accordance with Chapter 4. 85 of the Fountain Valley Municipal Code; and

WHEREAS, the City does recover certain fees directly related to towing operations in compliance with Vehicle Code Section 12110( b); and

WHEREAS, the City does hereby further desire to enter into a mutual arrangement for Contractor's storage facilities in which City shall provide services in exchange for certain compensation that will pay for its administrative costs; and

WHEREAS, a City is authorized to operate its own impound yard pursuant to the authority of Vehicle Code Section 22850; and

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, City and Contractor mutually agree as follows:

1. Scope of Work.

   A. Contractor agrees to provide official Police impound and garage towing services ("Services") for the City of Fountain Valley as requested by the Fountain Valley Police
Department and in accordance with the provisions of the Fountain Valley Municipal Code, including Chapter 4.85, as the same may be amended from time to time. Contractor agrees to keep fully informed and agrees to comply with all existing and future state, county and city laws affecting the towing and storage of vehicles.

B. Contractor is in need of City services related to its storage facility, and City is willing to provide those services in exchange for certain compensation related thereto and in lieu of City operating its own storage facility. Towards that end, City agrees to provide inspection services of the facility to ensure that it is operated in accordance with State Law and will assist in processing paperwork necessary for the storage and disposition of cars. Additionally, City agrees to provide certain accounting services related to the storage operation. Contractor agrees to allow City access to the storage facility to perform those services subject to reasonable advance notice.

2. Compensation

A. As compensation for the above, Contractor shall be compensated by the registered or legal owner or representative in accordance with the rates as described in Exhibit A.

B. As compensation for the services provided by the City, the City of Fountain Valley shall receive 50% of all storage fees collected by the Contractor for all vehicles impounded by the Police Department under California Vehicle Code Section 14602.6(a)(1). The City shall also receive 50% of all gross receipts for vehicles impounded under CVC 14602.6(a)(1), which are subsequently sold or transferred to another party pursuant to a lien sale. These fees shall not include costs designated as a lien processing fee, which fee is charged by the contractor to recover costs it incurs from the private lien sale company they employ. The parties have agreed that the services the City will provide shall approximate the costs recovered.

The Contractor shall remit these monies directly to the City on a monthly basis to the following address:

City of Fountain Valley  
Attention: Accounts Payable  
P. O. Box 8030  
Fountain Valley, CA 92708

The Contractor, with assistance from the City, shall keep complete and accurate records of all vehicles impounded at the request of the City and shall include the amount of charge on each vehicle. The report shall list the number of vehicles impounded at the request of the City that are sold through lien sale. The Contractor shall provide a monthly report to the Chief of Police or his designee within thirty calendar days after the end of each month containing the above information. The report shall be limited to vehicles impounded in the City.

The Contractor and the City shall maintain records of the times that calls for service are received, dispatched and the times the tow vehicles arrive on scene. The record system should be adequate
to provide an inquiry with the following information: Locate vehicles from license plate only if the make, model, color, date and location of impound are unavailable.

The tow rates and storage fees for the City of Fountain Valley Official Police Tow Services are based on rates for comparable services from surrounding cities and their tow service providers. These rates may be reviewed annually on June 1 of each year. The Contractor must notify the Chief of Police or his designee in writing of any tow rate and storage fee increase request. The Fountain Valley Police Department will verify any increases are comparable to prevailing rates for comparable services in surrounding cities. Any disputes will be reconciled through a meeting between the Chief of Police or his designee and the Contractor owner. If the rate and the fee increases are verified, the new rates will take effect on July 1. In the event changes in State Law impact the storage and impound authority given to the Police, the provisions of this contract will be renegotiated.

3. **Term.**
Designations as official police impound and garage and towing service shall be valid for five years, unless revoked sooner by the Chief of Police. Because the existing contract with the Contractor began **November 1, 2020**, this designation shall expire on **October 31, 2025**, in accordance with Fountain Valley Municipal Code Section 4.85.010.

4. **Independent Contractor.**
Contractor’s relationship to the City shall be that of an Independent Contractor. Contractor shall have no authority, expressed or implied, to act on behalf of the City as an agent or to bind the City to any obligation whatsoever, unless specifically authorized in writing by the City, as provided in the Fountain Valley Municipal Code. Contractor shall be solely responsible for the performance of any of its employees, agents or subcontractors under this Contract. Contractor shall report to the City any and all employees, agents and contractors performing work in connection with this Contract, and all shall be subject to the approval of the City. The City shall not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any Workers’ Compensation insurance on behalf of Contractor. Contractor agrees to indemnify the City for any tax, retirement contribution, including any contribution to the Public Employees Retirement System (PERS), social security, overtime payment or Worker’s Compensation payment which the City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this Contract.

5. **Non-Discrimination.**
Contractor agrees not to unlawfully discriminate in the employment of persons based on disability, race, color, national origin, ancestry, sex, sexual orientation or religion. A violation of this provision will subject Contractor to all of the penalties imposed by law. All facilities shall comply with the Americans with Disabilities Act and all other applicable disabled access laws.

6. **Indemnification.**
Contractor shall be responsible for any damage to persons or property arising in connection with its performance of services rendered pursuant to this Contract. Contractor shall indemnify, defend and hold harmless the City and its officers, employees and agents ("indemnities") from
and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from Contractor's activities in the performance of the service under this Contract, including the terms of this contract, excepting only those actions, claims, liabilities, obligations, judgments or damages arising out of the sole negligence of the City indemnities. In the event the City indemnities are made a party to any action, lawsuit or other adversarial proceeding alleging negligent or wrongful conduct on the part of the Contractor:

A. The Contractor shall provide a defense to the indemnities with attorneys reasonably acceptable to the City or at the City's option reimburse indemnities their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims, and

B. The Contractor shall promptly pay any final judgment or portion thereof rendered against the indemnities.

7. Insurance.
Prior to the beginning of and throughout the duration of the Services, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the retirements set forth herein, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Contract and which is applicable to a given loss will be available to City.

Contractor shall provide the following types and amounts of insurance:

A. Comprehensive Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability policy form GC 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall not be less than 1,000,000 per person and $ 1,000,000 per occurrence or combined single limits of $1,000,000. Each such insurance policy shall:

i. Be issued to an insurance company which is admitted to do business in the State of California and has a rating in Best's Key Rating Guide of A:VII", or which is otherwise approved in writing by the City,

ii. Name and list as additional insured the City, its officers and employees and provide the City with an endorsement evidencing the same,

iii. Specify it acts as primary insurance,

iv. Include a clause that contains, substantially, the following words: "It is hereby understood and agreed that this policy may not be canceled nor materially changed except upon thirty days' prior written notice thereof given to the City by registered or certified mail," and,

v. Cover the operations of the Contractor.

Additionally, Contractor shall notify the City by registered or certified mail within fifteen days of any change which narrows or limits the scope of coverage provided. For
purposes of this section, "scope of coverage" shall include the types of acts or omissions covered as well as the amounts of coverage provided.

B. Workers' Compensation Insurance to cover its employees as required by the California Labor Code.

C. Comprehensive Automobile Liability Insurance including, as applicable, owned, hired and non-owned automobiles with minimum personal injury liability limits of $1,000,000 per person, $1,000,000 per occurrence or combined single limits of $1,000,000. Each policy of insurance shall:

   i. Be issued to an insurance company which is admitted to do business in the State of California and has a rating in Best's Key Rating Guide of "A:VII," or which is otherwise approved in writing by the City,

   ii. Name and list as additional insured the City, its officers and employees and provide the City with an endorsement evidencing the same,

   iii. Specify it acts as primary insurance,

   iv. Include a clause that contains, substantially, the following words: "It is hereby understood and agreed that this policy may not be canceled nor materially changed except upon thirty days' prior written notice thereof given to the City by registered or certified mail."

D. Excess or Umbrella Liability Coverage (Over Primary) if used to meet limit requirements, shall provide coverage at least as specified for the underlying coverages. Such policy or policies shall include as insured those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Services. The scope of coverage provided is subject to approval of City. Additionally, Contractor shall notify City by registered or certified mail within fifteen days of any change which narrows or limits the scope of any of the coverages provided. For purposes of this section, "scope of coverage" shall include the types of acts or omissions covered as well as the amounts of coverage provided.

8. **Assignments.**
   No assignment by the Contractor of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by the City unless such assignment has had prior written approval and consent of the City.

9. **Notices.**
   The parties hereto agree that all formal notices required by this Contract may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

   City: Chief of Police
10. **Effect of Invalidity.**
   The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

11. **Gratuities.**
   Contractor warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to City's employees, agents or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

12. **Authority.**
   Each person signing this Contract warrants that they have the legal authority to sign on behalf of the entity they represent.

   IN WITNESS HEREOF, the parties hereto have entered into this agreement the date and year first above written.

   CITY OF FOUNTAIN VALLEY

   ATTEST:

   [Signatures]

   Mayor

   City Clerk

   CONTRACTOR;

   APPROVED AS TO FORM:

   [Signatures]

   (City Attorney)
PURPOSE

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

The designation of "official police impound and garage and towing service" shall be awarded by the Chief of Police upon recommendation of the Traffic Bureau, pursuant to findings of public need from among meritorious applications who have offered the required services and facilities. Such designation shall remain in effect for a period of not more than five years. Such designation may be revoked by the Chief of Police upon finding of violation of one or more of the provisions of this chapter (FVMC 4.85.010).

The City agrees that all towing services required by the city’s Police Department will be provided by two towing services according to the schedule of rotation of towing service calls set by the city’s Police Department. The City further agrees that the towing service rotation schedule set by the city’s Police Department will be structured as much as practicable, so that the City’s towing service calls will be fairly distributed among the tow service companies representing the City (FVMC 4.85.020).

GOALS

1. To provide the highest level of service to the motoring public at a fair and low cost to the person(s) who require(s) the services of a towing company.

2. To provide a workable and comprehensive policy regarding towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property.

3. To provide the highest level of service to the motoring public at a fair and low cost to the person(s) who require(s) the services of a towing company.

4. To provide a workable and comprehensive policy regarding towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property.

5. To provide grounds for addressing relevant matters pertaining to the administration of a rotational tow list and any other pertinent matters including procedures governing disciplinary action, up to removal from the rotational tow list for the tow service operators violating the contract.

TOWING SERVICES - DEFINITIONS

1. A call for towing service, which is initiated by a City employee, for the purpose of storing or impounding a vehicle.
2. A call for towing service, which is initiated by a City employee, for the purpose of removing a vehicle which has been involved in a collision and the owner or driver has not specified a tow service or garage.

3. A call for towing service, which is initiated by a City employee, at the request of the driver of a disabled vehicle and the towing service or garage is unspecified.

4. A call for clean-up service, which is initiated by a City employee, for the purpose of removing fluids or solid materials from the highway, including sidewalks and parkways.

5. The Police Tow Policy Guidelines and Requirements shall apply to all tow service operators that are on contract with the City of Fountain Valley.

RESPONSE TO CALLS

Upon request by the FVPD, the tow service operator shall respond promptly and provide towing services for vehicles to be taken into custody by the Police Department. Such towing services shall include, but not be limited to, towing vehicles which are involved in accidents, disabled by other causes, impeding the flow of traffic, impounded for evidence, abandoned in public places or on private property or for any other reason within the jurisdiction of the Police Department.

The tow service operator shall maintain sufficient numbers of trucks and equipment to be able to respond to a FVPD tow request to any location within the City within twenty (20) minutes, ninety-five percent of the time (FVMC 4.85.180).

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

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

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

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

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

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

FOUNTAIN VALLEY MUNICIPAL CODE TITLE 4

Each tow service operator shall comply with all applicable sections of Title 4, Chapter 4.85, of the Fountain Valley Municipal Code.

TOWING SERVICE REQUIREMENTS

Each tow service operator shall render 24-hour, 7-day a week towing service, and the service area shall include the entire city limits of Fountain Valley or the discretion of an authorized FVPD representative. Towing companies shall respond to the scene within twenty (20) minutes from the time when called by the FVPD Telecommunications Dispatch Center.

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

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

The tow service operator on call shall maintain a minimum of three tow trucks in good operating condition available and ready to respond to calls at any time (FVMC 4.85.140).

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

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

CONTRACT TOW SERVICE OPERATORS

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

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

All tow service operators shall be responsible for the protection of police-impounded vehicles, regardless of the location of storage, until the vehicles have either been released to their owners or disposed of through a legal process.
Each tow service operator shall keep current on, and ensure compliance with, all laws and regulations associated with being a tow operator.

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

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

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

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

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

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

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

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

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

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

Any change in operating locations of a towing service provider shall be reported, in writing, to the FVPD at least thirty (30) days prior to such change.
Each contract tow service provider shall comply with section 27907 of the California Vehicle Code regarding signs on tow trucks. Contract tow service providers shall only dispatch to the scene of the need tow trucks bearing the name of the towing service.

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

**TOW YARD REQUIREMENTS**

All stored vehicles shall be stored and released from the tow service provider’s office, which shall be located within five (5) miles from FVPD Headquarters (10200 Slate Avenue, Fountain Valley, CA 92708).

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

The fully enclosed parking structure shall be a minimum of five hundred square feet and be capable of holding at least two (2) vehicles. The structure shall be secured by a method approved by the Fountain Valley Police Department to prevent unauthorized access. Inside storage enclosures will be buildings provided with four walls (including access doors) and a roof. The structure(s) will be so constructed that the elements, particularly excessive moisture, and all unauthorized persons are prevented access. Impound space shall be fire resistant and possess adequate lighting for police investigations. If a tow service utilizes their public garage facility for inside storage, the space designated for the storage of police impounds shall be secured from the public. The impound area shall be separated from the remaining storage facility with wire mesh running from floor to ceiling or other approved fencing or wall(s).

The open vehicle storage area shall be a minimum of five thousand square feet and shall be enclosed with a solid wall or a fence not less than six feet in height. The enclosure structure shall be provided with not less than one gate or door of adequate width and of a height equal to that specified above. The bottom edge of the enclosure structure shall not be more than two inches above the finished parking surface of the enclosed area. The five thousand square foot vehicle storage area shall not include fire lanes, driveways, landscape or buildings and shall be used exclusively for the temporary storage of impounded vehicles.

Lots must be equipped so as to provide adequate lighting during the hours of darkness. The parking surface shall be finished paved asphalt or other approved material and/or gravel with sufficient runoff. The top edge of the fence or wall enclosure, including all gates or doors thereto, for open areas provided with roof shall be equipped with not less than two strands of barbed wire installed in such a manner as to discourage access over the top of the fence or wall. In cases where wire mesh is attached to the roof, the barbed wire will not be required or a wire mesh installation erected inside of a building need not be provided with barbed wire. All fence or wall enclosure structures shall be maintained in good order. Any damage to such fence or wall structures shall be repaired within twenty-four hours to insure proper protection for the stored vehicles (FVMC 4.85.160).

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

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

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

The tow service operator shall store all vehicles, together with all accessories and equipment on said vehicles and all personal property in each vehicle, in storage facilities approved by the City of Fountain Valley for official police tow storage.

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

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

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

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

EVIDENCE HOLD OR SPECIAL HANDLING REQUIREMENTS

- The secured “evidence hold” area must be within the confines of the tow service provider’s primary storage facility.

- The tow service provider shall be able to provide an enclosed evidence hold area. The hold area must contain four walls, a solid roof, and a door with a locking device for protection from the elements of weather and other forms of contamination.

- The evidence hold area should be closed to all employees of the tow company other than management. This area should have the capability to be locked and sealed by police personnel, if necessary, and be accessible 24-hours, 7-days per week by members of the FVPD.

- The bottom edge of the enclosed structure shall not be more than two (2) inches above the finished parking surface of the enclosed area.

- This space must be adequate to contain at least two (2) full-sized passenger vehicle.

- This space must be at least 500 square feet or more and within the tow company’s main storage area.

- Vehicles impounded by the FVPD for special investigation shall be stored in evidence hold until cleared by the investigating officers, at which time the owners shall be permitted a forty-eight (48)-hour grace period at no charge in which to remove the vehicles from storage. Under no circumstances shall contents of vehicles with a “Police Hold” be removed.
• The area shall provide ample room for vehicle inspection, free of restriction from other vehicles, equipment, structures, or other objects.

• Structures shall have a hard floor of either concrete or asphalt.

• Only items being held as police evidence shall be kept in the evidence hold storage area. The evidence hold storage area and floor shall be kept in a clean condition.

• There must be adequate lighting and electrical power immediately available to the area.

• The area shall be free of pedestrian and vehicle traffic during the inspection.

• Vehicles with “evidence holds” shall not be touched, moved, or tampered with in any manner without FVPD’s written consent.

• Protection shall also be provided to preclude evidence contamination by employees and other individuals during normal business hours.

• A log shall be maintained to document date, time, name and purpose of all person(s) entering the storage area for vehicles with “evidence holds.”

• The tow service operator shall not charge the City for storage of vehicles that involve evidence holds.

BUSINESS OFFICE

The tow service provider must be able to demonstrate experience and expertise in providing towing services to public agencies and have been in the towing business for a minimum of ten (10) years prior to the start of contract. If telephones are the means of communication for receipt of calls from the FVPD, tow service provider shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers, or in the priority thereof, shall notify the FVPD in writing with effective the date of the change.

• The office shall be staffed with employees that can release vehicles, file and maintain documents, and answer questions from the public, both in person and on the phone, and/or electronically by e-mail.

• The business office shall include either the tow service operator or a person who has the authority to conduct business and make decisions on behalf of the tow service operator for administrative purposes and release of vehicles.

• The office shall be staffed and open for business Monday through Friday, 8:00 a.m. to 5:00 p.m. Hours and charges shall be posted for public view in an unobstructed area inside the office.

• During business hours, the tow service office staff shall release any vehicle, upon payment of fees, within twenty (20) minutes. After business hours, tow service staff shall ensure that a person waiting to take possession of his/her vehicle shall wait no longer than thirty (30) minutes for response from tow service operator. A ring down line shall be provided at the business office for direct ring to the tow yard operator after hours.
The tow service office may be closed on City of Fountain Valley recognized holidays; however, those days will be posted in the tow office and visible to the public at least five (5) business days in advance, provided, however, that the operator must still comply with the requirement that no person waiting to take possession of his/her vehicle shall wait longer than thirty (30) minutes for a response from the tow service operator.

The towing service office shall possess a valid City of Fountain Valley Business License.

**Business Office Staff**

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

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

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

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

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

**FEES**

Initial Towing Fee and Daily Storage Charges shall be in compliance with California Vehicle Code section 22658.

A tow service fee shall be charged the recipient of a police impound tow service at the time that the police department’s release is obtained. No vehicle shall be authorized to be released from impound until said fee has been paid to the city. The tow service fee shall be set by resolution of the City Council (FVMC 4.85.200).

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

The tow service operator agrees to provide the following services to the City at or below the rates established periodically by the City Council in accordance with section 4.58.200 of the Fountain Valley Municipal Code:

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

In the event the FVPD errs in impounding a vehicle, or for any other reason in the FVPD’s sole discretion FVPD concludes a vehicle should be released without any charges, the tow service operator shall immediately release such vehicle without charge upon request by the FVPD.

The tow service provider must honor “no charge” or “reduced charge” towing fee waivers authorized by a Fountain Valley Police Watch Commander, Traffic Sergeant or higher, or Detective Sergeant or higher.

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

PAYMENT

The tow service operator shall accept payment of towing and storage fees in accordance with Section 4.85.200 of the Fountain Valley Municipal Code and Section 22651.1 of the California Vehicle Code.

TOW TRUCK DRIVERS

1. Drivers shall perform all towing and recovery services in the safest and most expedient manner possible.

2. The tow service operator shall ensure that drivers assigned to respond to City of Fountain Valley service calls are qualified employees, trained and proficient in the use of the tow truck and all related tow equipment, and able to apply the procedures necessary to safely tow and recover vehicles serviced under the operator’s contract with the City.

3. All Drivers assigned to respond to City of Fountain Valley service calls will be:
   • Awake and alert
• Punctual

• Able to speak and write English fluently and clearly

• Subject to a criminal history background records check to the reasonable satisfaction of the Chief of Police or his designee

• In possession of a valid California Driver's License (CDL) with the appropriate class, endorsement, or certificate.

• Not under the influence of alcohol, marijuana or any controlled substance

• In compliance with no DUI convictions

• Neat, clean and well-groomed in appearance

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

4. Drivers shall possess the proper class license(s) and certificate(s) required for the class of tow vehicle driven and for the type of tow service performed. Class A licenses must be endorsed by the Department of Motor Vehicles (DMV) to allow for operation of special vehicle configurations and/or special cargo.

5. All drivers will be required to submit to a City of Fountain Valley criminal history records check, including Live Scan fingerprinting, which will be conducted at FVPD. Felony and misdemeanor convictions may be disqualifying. The City of Fountain Valley may elect to issue identification (ID) cards to those employees that successfully pass the background check.

6. The tow service operator shall maintain and provide the FVPD with a current list of drivers upon contract award, or upon request. Specific details required are noted in the Records and Reporting section of this document.

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

Driving Infrctions of Employees

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

In the event of a traffic infraction by a rotational tow truck driver, the tow service operator will be advised of the violation by the FVPD. The tow service operator will be granted the:
1. Opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the operator and/or the involved employees.

2. Any misdemeanor traffic violations may be cause for immediate disciplinary action against the operator and/or the involved employees.

3. Any conviction of the operator or an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude may be cause for suspension or removal of the employee or operator, denial of the operator's application, or termination of the contract.

4. An operator or employee arrested/charged for a violation involving any of the crimes listed in number 3, above, may be suspended from rotational tow until the case is adjudicated.

5. FVPD may take appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law not normally investigated by FVPD will be referred to the agency with investigative jurisdiction.

6. Nothing herein shall be deemed to prohibit FVPD from immediately suspending, terminating, or denying an application of any operator or employee whose conduct, in the opinion of the Chief of Police or his/her designee, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the agreement.

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

Examples:

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

2. A driving record reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.

3. A driver with a commercial license reflecting three (3) or more points in twelve (12) months constitutes a poor driving record. Four (4) or more points in twenty-four (24) months constitutes a poor driving record.

4. For a driver with a commercial license reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.

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

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

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

Driver Licensing

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

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

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

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

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

Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.
Tow truck drivers may obtain a Class A driver’s license which is restricted to towing other vehicles.

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

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

**Employee Uniforms**

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

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

**TOW TRUCK CLASSIFICATIONS AND EQUIPMENT**

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

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

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

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

Each tow truck shall be equipped with:
• Two-way radio or “hands free” telephone, or other acceptable communications equipment. Citizen’s Band Class D is not acceptable.

• Two (2) covered buckets, each having a minimum capacity of three (3) gallons. One bucket shall contain at least three (3) gallons of absorbent material (such as sand or similar material in keeping with Environmental Protection Agency (EPA) guidelines) capable of soaking fluids. The second bucket shall be used for placement of debris and other materials cleaned from an incident site.

• One (1) broom.

• One (1) shovel.

All State and Federal EPA Guidelines shall be followed.

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

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

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

Classes of Tow Trucks

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

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

Class A - Light Duty:

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

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

Class B - Medium Duty:

The tow service operator shall maintain at least one (1) tow truck with a manufacturer’s GVWR of 19,501 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment must include a 19,501 to 33,000 GVWR chassis and 150 feet of 7/16 inch 6x19 cable or OEM specifications.
The tow company may also have a car carrier; however, the car carrier must be an additional unit. A Class B car carrier must be equipped with a 19,501 + GVWR chassis and 50 feet of 3/8 inch 6x19 cable or OEM specifications.

**Class C - Heavy Duty:**

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

**Class D - Super Heavy Duty:**

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer’s GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class D equipment must include a 50,000 GVWR chassis, 30-ton recovery equipment rating, and 250 feet of 3/4 inch 6x19 cable or OEM specifications.

**Inspections**

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

1. This inspection may be done by commercial enforcement officers as directed by FVPD and shall be done on an annual basis. If so done, the inspection sheet will be forwarded to the FVPD Traffic Bureau for their files. Tow trucks found in violation of the Vehicle Code equipment sections shall be repaired, then inspected by FVPD before returning to service.

2. Failure to correct deficiencies or equipment violations shall result in the tow service being suspended from the FVPD rotation list without further notice until the deficiency or violation is corrected.

3. The annual inspection shall consist of a Level One inspection conducted by a commercial enforcement officer, or any other officer assigned to the task, and a tow truck inspection (as set forth in the State of California CHP Tow Truck Inspection Guide). Upon successful completion of the inspection, a sticker or decal shall be issued by the City of Fountain Valley to the inspected vehicle. Evidence of a valid CHP inspection and current sticker will also be acceptable.

4. Tow Facility - FVPD reserves the right to conduct an inspection at any time of the tow service facilities and/or its equipment. However, a mandatory inspection will be conducted annually.

5. If any deficiencies and/or violations are discovered during the initial inspection at the time of and for the express purpose of a new contract, the tow service provider may be disqualified without the courtesy of a correction period.

6. If any deficiencies and/or violations are discovered, including an inspection for a contract renewal, the tow service will be so advised in writing. The tow service will be given five (5) business days to rectify the deficiency or violation(s).
7. Exception: Any damage to walls and/or fence structures in the tow yard facility shall be repaired within twenty-four (24) hours.

CHARGES AND LIEN SALES

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

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

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

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

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

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

Charges for “Evidence Hold” Vehicles

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

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

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

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

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

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

FINANCIAL INTEREST

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

1. Business license
2. Insurance  
3. Tow truck or equipment ownership  
4. Employees  

F. Storage facilities sharing property with other businesses or services must be separated by conditions or barriers meeting with the approval of the FVPD, as defined in the Police Tow Policy Guidelines.  

G. No tow company may transfer or assign its agreement with the City without the express written consent of the City of Fountain Valley.  

H. City personnel shall not be offered gratuities, and requests for gratuities shall not be honored by contract tow service providers, towing employees or associates of each towing company. A violation of this section shall be cause for suspension or termination of the towing contract.  

**ROTATION RULES**  

Whenever a vehicle owner is unable to specify a particular tow service, the tow service called shall be the next tow provider from the rotation list, in a rotational order. The rotational order shall be under the control of the City’s Telecommunications Division to ensure equitable distribution of calls. The current method used by the City of Fountain Valley for tow rotation is based on alternation of each tow provider from the 1st to the 15th of each month to the 16th and 31st of each month. When more than one vehicle is to be towed from an incident, the contract tow service provider on rotation shall have preference on service to all vehicles at an incident. If that tow service provider cannot handle service for all vehicles, then the next contract tow service provider up on rotation shall be called to assist and shall not lose their position on the rotation list.  

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

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

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

**FREE SERVICES PROVIDED TO THE CITY**  

**Towing Services for City-Owned Vehicles**  

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

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

Upon request from the Fountain Valley Fire Department, the tow service operator shall provide the Fountain Valley Fire Department with up to two unclaimed vehicles that are ready for demolition each month, for training purposes. Tow service operators shall make arrangements with the Fountain Valley Fire Department to drop-off and pick up vehicles from the Fountain Valley Fire Department training lot at 18301 Gothard St., Huntington Beach, California 92648, at no charge to the City.

RECORDS & REPORTING

1. The tow service operator shall maintain an accurate record of all vehicles towed pursuant to its contract with the City.

2. The operator shall maintain records of all tow services furnished. The records shall be maintained at the operator's place of business. Invoices shall, at a minimum, include a description of each vehicle, nature of service, start time, end time, location of call, itemized costs of towing and storage, the tow truck driver's name, and truck used.

3. The tow service operator shall file required reports and notifications with the DMV in the manner required by law.

4. The tow service operator’s record keeping system must allow the tow service operator to quickly and efficiently locate records and information.

5. All records for FVPD impounds and storage shall be maintained in jacket files, segregated from the files of other law enforcement agencies.

6. Reports submitted shall contain information concerning services provided under the contract only.

7. At the operator’s primary office, business records shall also be maintained relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communication Commission licensing (if applicable), and non-police tows.

8. The records of all vehicles impounded or stored at the direction of the City of Fountain Valley shall be available for inspection only to authorized employees or officials of the City of Fountain Valley.

9. FVPD may inspect all operator records without notice during normal business hours.

10. Operators shall permit the FVPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. FVPD shall provide a receipt for any original record removed from the place of business.

11. Records shall be maintained and available for inspection for four (4) years from the date that the current contract commences.

12. Failure of the operator to comply with inspection requirements shall be cause for suspension.
13. The tow service provider shall maintain a current list of drivers and shall furnish a copy of same to FVPD on or before the 10th day of each month. This list shall contain current information on owner(s) and drivers. Specific information furnished shall include:

- Name
- Residence address
- City
- Zip code
- Telephone numbers
- Date of birth
- Driver’s license number
- Vehicle unit number
- Tow operator’s permit number
- Date of permit
- Date of hire
- Date of current list
- Any other personnel information that may be requested by the Police Department

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

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

15. A representative from the Traffic Safety Bureau may contact the tow service operator via telephone daily to compare the tow service operator’s list of towed vehicles with FVPD’s list of towed vehicles.

16. Each tow service operator shall submit a report of released vehicles to the Traffic Safety Bureau upon request. The report shall contain the following information for each vehicle:

- Date vehicle was towed and beginning date of storage period
- Location of pick up
- Date and time of release
- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number
- Name, address and telephone number of person to whom released
- Proof of identity provided
- Name of employee releasing vehicle

17. Towing service providers shall submit a monthly report to the Traffic Safety Bureau, which shall include the following information:

- The total number of police impounds
• Number of times dispatched by FVPD
• Number of FVPD calls resulting in impounds
• Number of calls answered in which time beyond one (1) hour was required to handle

A copy of the monthly report shall also be provided to the Finance Department with remittance of administrative fees due on or before the 20th day of each calendar month.

18. Records shall be available to the City of Fountain Valley for inspection upon request and shall contain the following information for each vehicle:

• Date and time of tow
• Location of vehicle when hooked up
• Name of tow vehicle operator
• Name and identification number of police employee requesting the tow
• Storage facility name and address
• Physical location of vehicle, if stored
• Identification of vehicle, including:
  • Year, make, model, vehicle identification number, license plate state and number, color(s)
• Release or other disposition information, including:
  i. Date and time of release
  ii. Name, address and telephone number of person to whom released
  iii. Proof of identity provided
  iv. Name of employee releasing vehicle
  v. Police report number
  vi. Fees charged

19. Records for each vehicle shall be maintained for a period of not less than four (4) years from the date of each tow. Records shall conform to generally accepted accounting principles.

20. The tow service operator shall maintain a list of all vehicles towed under this contract during each calendar day. A calendar day begins at 12:00 AM and ends at 11:59 PM the same day. The list shall include the following information:

• Vehicle year
• Vehicle make
• Vehicle model
• License plate state and number
• Vehicle identification number
• Case number

21. Each tow service operator shall submit this daily list of towed vehicles to FVPD’s Traffic Safety Bureau every month unless other mutually agreeable arrangements are made in a format agreed upon by the Traffic Safety Bureau and the tow service operator.

COMPLAINTS

Complaints against tow service operators will be documented on a Fountain Valley Tow Complaint form. FVPD may send out customer surveys from time to time. Complaints will be received and investigated for allegations of, but not limited to:
• Discourteous service
• Unethical business practices
• Unsafe or improper handling of stored or impounded vehicles
• Over-charging for services
• Excessive delay in responding to calls
• Unsafe towing equipment
• Violations of State laws
• Violations of City ordinances
• Deficient facility security
• Deficient facility storage conditions
• Failure to comply with City of Fountain Valley Tow Policy
• Failure to perform according to the Towing Agreement
• Failure to keep required records

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

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

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

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

• Unfounded - Incident did not occur or did occur but was lawful and within Policy.

• Inconclusive - Unable to determine if the incident did or did not occur, or unable to determine if the towing service or its employee(s) are responsible.

• Sustained - Incident occurred and was either contrary to the Tow Policy, Towing Agreement, State laws, or City ordinances.

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

**DISCIPLINARY ACTION**

1. If a complaint is determined to be sustained, and the circumstances or prior records show cause for a suspension or termination of the tow service provider’s service, the officer investigating the complaint will present the facts to the Chief of Police, or his/her designee, with a recommendation for disciplinary action.

2. The Chief of Police, or his/her designee, will review the facts and the recommendations. Upon doing so, the Chief of Police will either concur with the recommendation or determine another course of action.
3. If the Chief of Police arrives at a decision to suspend or terminate the services of a tow service provider, the decision will be forwarded, as a recommendation, to the City Manager, whose decision will be final.

4. The tow operator shall receive a copy of the Chief of Police's recommendation at the time it is forwarded to the City Manager, and shall have ten (10) calendar days to respond in writing to the City Manager.

5. After consideration of the Chief of Police’s recommendation and any timely written submission of the tow operator, the City Manager shall issue a written determination of whether he/she concurs with the decision to suspend or terminate a contract tow service provider’s services. The towing company will be promptly notified in writing of the impending disciplinary action.

TERMINATION

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

1. Failure of the tow service provider to comply with any of the provisions of this Policy.

2. Repeated and/or flagrant violations of the Vehicle Code by the tow service provider.

3. Failure of the tow service provider to maintain clean, orderly, and secure storage facilities.

4. Failure of the tow service provider to obtain and maintain a current valid license to do business in the City.

5. Repeated failure of the tow service provider to answer service calls within the agreed upon twenty (20) minute response time.

6. Commission, by the owner or operator of the tow service provider, of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing operation business.

7. Removal by the tow service provider, prior to police arrival, of a vehicle involved in a collision where, as a result of such collision, a person suffered death or injury; or where the driver of one of the vehicles involved in the collision, or any of the passengers of a vehicle involved in the collision, was under the influence of an intoxicant of any nature; or where there is evidence that the vehicle to be towed was involved in a hit-and-run collision.

8. Insurance coverage as required herein has either been withdrawn or lapsed, or is not in force for any reason.

9. Dissolution of business or bankruptcy.

10. For assignment of its agreement with the City, or any right or interest stated therein, without the prior written consent of the City of Fountain Valley.
11. For any substantial or recurring deviation from the City of Fountain Valley’s approved schedule of rates.

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

13. Failure to comply with any requirement of the FVPD.
## Cost Proposal Fees

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<td>7. Motorcycle Storage</td>
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<td>10. <em>Motorcycle Stored as Evidence</em></td>
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* daily fee after forty-eight (48)-hour grace period

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<td>15. After Hours Release (Before 8:00a.m. and after 5:00p.m.)</td>
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BEST TOWING & TRANSPORTATION SERVICE LLC

RFP 20-009 PROPOSAL

CITY OF FOUNTAIN VALLEY TOW ROTATION

08/20/2020
August 20, 2020

Best Towing & Transportation Services LLC
7472 Warner Ave
Huntington Beach CA 92647
714-847-0730

Police Department
City of Fountain Valley
10200 Slater Ave
Fountain Valley, Ca 92708

RE: Police directed towing and storage services

Dear Purchasing Officer for the City of Fountain Valley,

Best Towing & Transportation Service LLC is pleased to submit this proposal to the bid process for towing and storage for Fountain Valley. Best Towing has been a tow service with a Police storage facility in Fountain Valley for over 35 years. We have always maintained a good relationship with the city and with the police department. Best Towing is proud of the past service and intend to continue to provide excellent service and complete compliance with all rules, regulations and laws as set forth.

Best Towing proposes to provide the City of Fountain Valley assistance in the removal of vehicles which may be a public nuisance according to the municipal codes or are in violation of parking and traffic laws and code enforcement. Our service will be expedient and professional at all times. With quality-up to date equipment on the road, highly trained drivers in the trucks and professional knowledgeable personnel in the office we can be a valuable aid to the police department and the city. Our computer aided record keeping allows us to produce any reports required at any time. Our dispatch procedures produce quick responses and also any kind of reports required. All permits and licenses are maintained as required. Currently we are on rotation the first part of the month, 1st-15th, and are good with continuing that rotation but we are also willing to change to whatever PD requests.

We believe in quality and expedient service to all of our customers. Our top-quality equipment, professional service and responsible personnel are representative of our success in the business world. We look forward to a mutually productive relationship and thank you for the opportunity to respond to the RFP 20-009.

Thank you

Best Towing & Transportation Services LLC

[Signature]

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BEST TOWING & TRANSPORTATION SERVICE
7472 WARNER AVE
HUNTINGTON BEACH CA 92647
714-847-0730

APPLICANT  Sandra K. Vaughan

HOME ADDRESS  HUNTINGTON BEACH CA 92649

APPLICANT  Kelly C Moses

HOME ADDRESS  HUNTINGTON BEACH CA 92649

BUSINESS ADDRESS  7472 WARNER AVE
HUNTINGTON BEACH CA 92648
SECTION 1: GENERAL APPROACH AND PLANS

(Scope of Work)

1. Services provided include towing of vehicles involved in traffic collisions or mechanically disabled to a secure and safe storage facility or a repair facility of the owner’s choice. The tow and secure storage of vehicles impounded and/or stored as a result of non-registration, no driver’s license illegal parking as directed by a police officer or parking control officer.

2. Kelly Moses, CEO/Owner, is responsible for all operations related to Best Towing Service. Kelly Moses handles all staffing, scheduling, discipline, enforcement, finances, and all decisions. Kelly can be reached at 714-864-1030 at any time for any reason.

3. We are equipped to tow any and all vehicles, if there is a vehicle that is too big or heavy for our trucks we call Country City, 714-379-7200 located at 13642 Milton Ave Westminster, Ca 92683. We assist Country City on the scene and they tow the vehicle back to our yard.

4. Releasing of an impounded or stored vehicle and personal property is available 24 hours a day. Access to the public is controlled through the front office. Security is maintained with video equipment. The office is staffed 24 hours a day. For customer comfort and safety a covered and well lit night release window is available. All vehicles that come into storage are logged into inventory and assigned an internal control number which follows it throughout the storage, lien and release process. Any vehicle can be located in our system by several means, such as license number, VIN number, date of loss, DR#. There is an indicator for needing a release form or not and from which police department. Vehicles are released to the person authorized on the release form. They must have a picture id that matches the name. Any requests for personal property to be removed from any impounded or police stored vehicle requires proof of registered owner and also requires a picture ID. The registered owner may retrieve any personal item from their vehicle with the proper identification. They may also give authorization for other to retrieve personal items or take photos. All paper records are filed according to the internal control number and kept for a minimum amount of time.

6. All complaints are thoroughly investigated by Kelly Moses. The video tapes are reviewed and the driver that towed it is questioned. A completed 180 is proof that there was prior damage and/or personal belongings in the car. Therefore, it is our policy that if it is not on the 180 then it didn’t exist. If we happen to damage a vehicle in tow, the owner is notified and compensated for the repair or we repair ourselves at the owner’s request or the claim is turned over to our insurance department. We always handle our own complaints.
8. If we have damaged a vehicle during tow or on our lot we try to contact the owner through the mail by retrieving their current address through DMV. If we are unable to get a response from the registered owner our only other avenue of contacting them would be when they come to retrieve personal items or their vehicle. At that time there would be notes in the computer of the damage and the mangers on duty would be notified the owner is present to inform them of the damaged caused.

9. All complaints from the public are handled by the CEO/Owner, Kelly Moses, through email Kelly@BestTowingHB.com or company phone at 714-847-0730, as well as, personal cell phone at 714-864-1030. If Kelly is unavailable a message will be taken and she will call them back when she becomes available. If things needs to be addressed immediately Kent Hemenover, dispatch/driver manager will address the issue. All complaints are thoroughly investigated by Kelly Moses.

10. Best Towing Service holds All employee meetings once a quarter to review and policy changes and things to improve upon, as well as, recognition for a job well done. We can also email all policy changes to the City if requested.

11. 12.13.14.15. Dispatch keeps a written record of every call, time in, time on scene, time in-tow and time finished. This record is also recorded in the computer data. We are able to receive any release forms by fax at 714-847-0470 or my email at Kelly@BestTowingHB.com or Meean@BestTowingHB.com. We are also able to send monthly reports of released vehicles through the same fax and emails if requested.
SECTION 11: QUALIFICATIONS AND EXPERIENCE

A. Best Towing and Transportation Services, LLC Towing and Storage Experience
   1. 40 Years-Automobile Club of Southern California
   2. 40 Years- Official Police Tow Fountain Valley Police Department
   3. 30 Years-California Highway Patrol tow rotation
   4. 40 Years-Numerous in house accounts
   5. 35 Years-Official Police Tow Huntington Beach Police Department
   6. 20 Past years with various motor clubs

B. Years of Personal Experience
   1. 40 years in the towing industry
   2. 50 years in the automotive repair industry
   3. 70 plus years as a successful small business owner

C. 1. Office with adjoining storage facility centrally located in the city
   2. 24-hour staffing
   3. Paved storage facility capable of storing 300 plus vehicles excluding company equipment and employee parking
   4. Locked, windowless inside storage for up to 6 vehicles
   5. 8 Foot block wall topped with razor wire surrounding the facility
   6. 3 access gates, 2 electronic and 1 with fire department access
   7. Completely lit outside
   8. 10 Security cameras
   9. Meets all current city codes for a storage facility
   10. Turn around at the end of the yard to accommodate fire trucks if needed
   11. Off street customer parking are including room for tow trucks to park.

D. Tow equipment
   1. 12 flatbeds
   2. 1 2-ton flatbed
   3. 7 wheel lifts
   4. 5 Battery service trucks
   5. 1 Toyota service truck

E. Response Time
   1. As stated in the RFQ, a 20 minute response time to all police tow requests is required. At Best Towing we try to maintain a 10-15 minute ETA to all police tow requests.

F. Permits, Licenses and Insurance
   1. All permits and licenses are maintained as demonstrated
   2. All insurance coverage meets or exceeds the current code requirements. Copies of insurance and California Motor Carrier Permit are enclosed.
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EQUIPMENT AND FACILITIES

Best Towing & Towing Service LLC was previously located at 7621 Reynolds Circle in Huntington Beach. In November of 1982 the business was moved to 7472 Warner Avenue in Huntington Beach, a much larger facility.

The company has been a past member of the Huntington Beach Chamber of Commerce. Best Towing is designated as a “Preferred Provider” by the Automobile Club of Southern California. Many employees have been given “Outstanding Service” rewards by the auto club. Best was recognized for our help during the severe floods of the past.

Currently Best Towing employs 23 full time drivers, 4 full time dispatchers, 2 full time office personnel, 1 company manager, a yard supervisor and a full time mechanic. All of our vehicles are maintained by our own mechanic. All service is done in-house. Drivers are assigned a truck and take them home for their on call service. Having drivers with tow trucks available at all times makes it easier for us to respond to any police request. They leave their trucks at the storage facility on their days off for routine maintenance. Our drivers are responsible for a weekly truck inspection and a monthly equipment check as well as notifying the mechanic of any problems. Our mechanic keeps a repair log on every vehicle and the need for routine maintenance. A storage room is kept stocked with brooms, shovels, straps etc. a driver may need.

Best Towing employees 23 full time drivers, usually 14 drivers are on the schedule everyday more than enough to completely cover the city. A 20 min response time is not a problem for us. Most of our drivers live in or near the city and can respond in the allotted time frame. Calls are rotated among the drivers as they are received. If the driver feels he cannot respond to the request within the time frame he will pass the call to the next available driver. Our drivers communicate with each other very effectively and help each other out whenever and wherever needed.

Our communications center is completely computerized with internet access for mapping and road traffic conditions. Dispatch is covered 24 hours a day. We never use an answering service. Communication between dispatch and drivers is by two-way radio (handheld and mounted in the trucks). Our drivers can be contacted by cell phone as well. Kelly Moses carries a handheld radio and has a base station at home. All phone lines terminate at her home. This allows her to take over the phones and dispatch in an emergency. Communication with the police dispatch is through a dedicated land line. Another dedicated land line is available for contact with AAA.

Our standard response to a police tow request is 10-15 minutes. Police tow requests take priority over all other calls. Most drivers reside in the Huntington Beach or Fountain Valley area. They have extensive knowledge of the area in which they work.

The computerized dispatch system (DATOW) is color coded, making it easy to understand. Any employee can look at the screen and know which calls are waiting, driver on scene, in tow or completed. Two call takers receive all information and input it into the network system and the
call is sent to the dispatcher. The first available driver and/or with appropriate truck are then sent to the location. The driver then notifies the dispatcher of his ETA. Dispatch keeps a written record of every call: time in, time dispatched, time on scene, completion time.

Vehicles will be towed and stored as safely and securely as possible in our “designated public garage” storage facility. Our “Official Police Garage” is centrally located in Huntington Beach near Warner Ave and Gothard St. Access is available 24 hours a day as required in the California Vehicle Code Section 22658. We staff 24 hours a day with drivers and dispatchers, we have never used an answering service. Releasing of an impounded or stored vehicle and personal property is available 24 hours a day. The release of vehicles towed in error, with no charge to the owner at the request of the police department is always accommodated. Preferably the request is in writing with the requesting officers name and badge number. Billing the fees to the police department is also done at their request.

The outside storage area can hold 300 vehicles, excluding employee parking and company equipment parking. It is completely paved half way down with drainage in the center. There is a paved central drive and a turn-around at the end for fire trucks. There is also a fire hydrant inside the storage facility. The inside storage can accommodate 6 or more vehicles. It is windowless and lockable. Many officers like to use our facility because it is well lit, clean and dry. Motorhomes, semis, tractor-trailer rigs and boats on trailers are easily stored inside and out. An 8" block wall surrounds the yard and is topped by razor wire.

With our past experience as a “police tow” and a full staff, Best Towing & Transportation LLC is very qualified to fill the position.

FINACIAL CAPACITY

SEE ATTACHED FINANCIAL REPORTS

KEY PERSONNEL

Sandra K. Vaughan (Owner)
Owner/Operator
Huntington Beach CA 92649

1983-Present Best Towing & Transportation Services LLC

1984- 1996 Auxiliary AAA Tow Service

1996-Present Primary AAA Tow Service

1976-1996 John’s Union Service Station
Sandra and John were the owners/operators of a Union Oil gas station in the city of Fountain Valley for almost 30 years. At the same time they opened the towing service. They applied to AAA and were accepted to be an auxiliary tow service for the Huntington Beach and Fountain Valley area. Best Towing became a primary station a few years later. Huntington Beach police rotation came soon after. Sandra is certified through The Auto Club of Southern California and permitted through HBPD AND FVPD AND CHP. She holds business licenses in Huntington Beach and Fountain Valley.

**Kelly Moses (Designated Priority Representative)**

Huntington Beach CA 92649

**Work experience**

2017-Present Best Towing & Transportation Services, LLC
CEO/Owner

2015-2017 Best Towing & Transportation Service, LLC
Company Manager

2008-2015 Best Towing & Transportation Service LLC
Front desk

2005-2008 Morton’s Steakhouse
Food Service Trainer

2001-2005 The Pizza Store and More
Owner/Operator

**Education**

Orange Coast College- Food Service Management

Kelly Moses has served in a management position in every job she has had. She began working for her Dad in 2008 to learn the business to take over one day. Over her years at Best, Kelly has learned all aspects of the job from scheduling, payroll, discipline, problem solving and more. In 2016, John Vaughan got cancer and Kelly took over the reigns overnight, as her dad battled cancer over the next year she stepped into the CEO position to run her dads company that he spent his life building. After the loss of her dad in 2018, Kelly became the prime operator of Best Towing Service with Sandra still as the owner. Kelly has retained 90% of her staff and continues to thrive and grow the business. Maintaining top performance scores with AAA and top in her for field.

**David Moses (Alternate Assigned Representative)**
Huntington Beach, CA 92649

Work Experience

2019-Present Best Towing & Transportation Service, LLC
General Manager

2005-2019 First Christian Church
Pastor

2001-2005 The Pizza Store and More
Owner/Operator

Dave oversees the yard and all vehicles stored. Conducting lien sales and sales to salvage
companies are examples of some of Dave’s duties. He handles customer service concerns. Dave
aids the mechanic in making repairs to the fleet and monitors vehicle maintenance. Dave also
assists in the release of personal items and vehicles.

Education

Orange Coast College- Food Service Management

Steve Homsany
Huntington Beach CA 92647

Work Experience

1986-Present Best Towing & Transportation Services LLC
Mechanic

1982-1992
John’s Union Service Station
Mechanic

Duties include all vehicle maintenance and repair. A log is kept on every vehicle in the fleet,
recording all services performed with the date and mileage noted and any upcoming services that
are needed.

Education

Goldenwest College
Mechanic Certificate

State of California
Smog Test Certificate

Auto Club of Southern California Driver Orientation Certificate, 5
Diamond Certificate, Preferred Provider Certificate
FRONT OFFICE

All of the office employees are adequately trained in all office duties from dispatch to releasing of vehicles to data input. Anyone can cover any office position when needed. There is always 24 hour coverage of the office.

Megan Mc Arthur
Huntington Beach, Ca

Work experience 2015-Present Best Towing & Transportation Service, LLC Dispatcher, Front Desk, Billing

2014-2015 Bitetto’s Towing Dispatcher

Duties include: Accounts Receivable, Payroll, updating all records pertaining to drivers and monitoring permit and license expiration. Megan also is responsible for enrolling drivers in training classes through AAA. Contact with the police department would include any questions regarding impounded and stored vehicles, driver permits, billing, records etc. Fills in in dispatch when needed.

DISPATCHERS

Our dispatchers are trained in house. Dispatching is different from company to company. All dispatch is done in house with 24 hour coverage. We never use an “answering service”. The dispatch center is computerized. 99% of the time the dispatchers handle all phone contact with the FVPD dispatch. They make sure all calls are covered within the appropriate time quote. Contact with drivers is by phone and radio. All dispatchers are responsible for maintaining an acceptable response time. They know where every driver is located and what he is doing. Dispatchers receive request for a tow from an accident to impound and storage from the HBPD, FVPD, CHP and AAA. They also help with computer mapping to aid the driver in finding their tow locations and advising on tow procedures (with the help of our AAA tablet).

Kent Hemenover
La Mirada CA

Work experience 2006-Present Best Towing & Transportation Services LLC Dispatch Manager (6am-6pm)
Education

AAA Customer Relations

Wendi Skajem
Buena Park Ca

Work Experience
2016- Present Best Towing & Transportation Services LLC
Night Dispatch (6pm-6am)

Tina Echevarria
Santa Ana, Ca 92704

Work Experience
2018-Present Best Towing & Transportation Services LLC
Day Dispatch (6am-6pm)

Shirley Jenkins
Paramount Ca 90723

Work Experience
2019-Present Best Towing & Transportation Services LLC
Night Dispatch (6pm-6am)

Drivers

Robert Johnson
Westminster CA

Work Experience
2011-Present Best Towing & Transportation Services LLC
Tow Truck Driver/Trainer/Customer Relations

Robert handles all training for new hires. This includes but is not limited to 5 days of riding with
Robert and 5 days of Robert observing. The driver must demonstrate that he can safely and
competently use the equipment provided before he is put in a truck alone. His driving habits and
attitude are observed and corrected if need be.

Education
Automobile Club of Southern California Driver Orientation
Certificate, 5 Diamond Certificate, Preferred Provider Certificate

Tim Berry
Westminster CA 92683

Work Experience
2009-Present Best Towing & Transportation Services LLC
Battery Technician Driver

Education
Battery
AAA Battery Service, All AAA required certifications, AAA

Michael Reza
Garden Grove CA

Work Experience
2011-Present Best Towing & Transportation Services LLC
Battery Technician Driver

Education
Battery
AAA certified, 5 Diamond, Preferred Provider, HHHH, AAA

James Van Dorn
Stanton CA 90680

Work Experience
2005-Present Best Towing & Transportation Services LLC
Flatbed Driver

Education
ASE certified, Training through AAA

Michael Gerber
Huntington Beach Ca

Work Experience
2013-Present Best Towing & Transportation Services LLC
Flatbed Driver

Education
AAA, CHP Certified, AAA 5 Diamond, HHHH

Nicholas Schreiffels
Edward Eisenhart  
Westminster CA  

Work Experience  
2007-Present Best Towing & Transportation Services LLC  
Flatbed Driver  

Education  
AAA, CHP Certified, AAA 5 Diamond, HHHH  

Joshua Goodner  
Huntington Beach Ca  

Work Experience  
2017-Present Best Towing & Transportation Services LLC  
Flatbed Driver  

Education  
AAA, CHP Certified, AAA 5 Diamond, HHHH  

Marco Ramirez  
Costa Mesa CA  

Work Experience  
2001- Present Best Towing & Transportation Services LLC  
Wheel lift Driver  

Education  
AAA, CHP Certified, AAA 5 Diamond, HHHH  

Jorge Ramirez  
Garden Grove Ca  

Work Experience  
2000- Present Best Towing & Transportation Services LLC  
Wheel lift Driver  

Education  
AAA, CHP Certified, AAA 5 Diamond, HHHH  

Chuck Smith
Westminster CA

Work Experience 1988-Present Best Towing & Transportation Services LLC
Wheel lift Driver

Education AAA, CHP Certified, AAA 5 Diamond, HHHH

Randy Cline
Huntington Beach CA

Work Experience 1999-Present Best Towing & Transportation Services LLC
Wheel lift Driver
Commercial Account Manager

Education AAA, CHP Certified, AAA 5 Diamond, HHHH

Kyle Brannon
Garden Grove Ca

Work Experience 2017-Present Best Towing & Transportation Services LLC
Flatbed Driver

Education AAA Training, HHHH. Preferred Provider

Miles Boydston
Huntington Beach, Ca 92647

Work Experience 2020- Present Best Towing & Transportation Services LLC
Battery Technician Driver

Education AAA, AAA 5 Diamond, HHHH, AAA Battery

Daniel Pavan
Costa Mesa, Ca 92627

Work Experience 2018- Present Best Towing & Transportation Services LLC
Flatbed Driver

Education AAA, CHP Certified, AAA 5 Diamond, HHHH
Amr Tawdi
Huntington Beach, Ca 92647

Work Experience 2007- Present Best Towing & Transportation Services LLC
Flatbed Driver

Education AAA, CHP Certified, AAA 5 Diamond, HHHH

Joel Arrovo
Anaheim, Ca 92806

Work Experience 2018- Present Best Towing & Transportation Services LLC
Flatbed Driver

Education AAA, CHP Certified, AAA 5 Diamond, HHHH

Dennis Hurd
Lakewood, Ca 90713

Work Experience 2019- Present Best Towing & Transportation Services LLC
Battery Technician Driver

Education AAA, AAA 5 Diamond, HHHH, AAA Battery

Henry Gomez
Fountain Valley, Ca. 92708

Work Experience 2018- Present Best Towing & Transportation Services LLC
Battery Technician Driver

Education AAA, AAA 5 Diamond, HHHH, AAA Battery
Scott Brockway  
San Pedro, Ca 90732  

Work Experience  
2019- Present Best Towing & Transportation Services LLC  
Flatbed Driver  

Education  
AAA, CHP Certified, AAA 5 Diamond, HHHH  

Steven Balshan  
Costa Mesa, Ca 92626  

Work Experience  
2019- Present Best Towing & Transportation Services LLC  
Wheel lift Driver  

Education  
AAA, CHP Certified, AAA 5 Diamond, HHHH  

Ronald Smith  
Los Alamitos, Ca 90720  

Work Experience  
2019- Present Best Towing & Transportation Services LLC  
Battery Technician Driver  

Education  
AAA, AAA 5 Diamond, HHHH, AAA Battery
ADDITIONAL INFORMATION

As per state law, a lien is filed after three days. A request is made electronically to DMV for the registered owner information and any other interested parties. Everyone is notified by certificate of mailing. The vehicle is then held an additional 33-45 days and then sold either to salvage or in the public auction. All vehicles held for evidence are also liened but not sold until we have authorization from the police department. The registered/legal owner has ample time to retrieve the vehicle and pay all fees owed against it. After a vehicle clears lien and is sold, the remainder of what is owed is turned over to AAA Collection Agency. The registered owner is encouraged to sign over the title and pay the tow costs or to call a salvage company if they have no plans to retain their vehicle. All paperwork is properly filled out and sent to DMV and the owner is given copies for their records. The cost of holding a vehicle through the lien process is usually not recovered from abandoned vehicles. Most abandoned vehicles are sold to a savage yard such as Pick your Part.

The fee schedule is posted on the wall in the back office as well as the front lobby as required by code and is strictly enforced and completely viewable by customers. We will adhere to any rate changes set by the city. All invoices are reviewed by the attendant at the front desk and corrected if necessary. All charges on an invoice must be explained fully by the driver or the charge is removed. We will provide service for any "special event" requested by the city and are able to tow up to 100 vehicles in a five hour period.

In the past there have been 2 companies on rotation, Best Towing and Transportations Service, LLC the fist 2 weeks on the month and A & B Towing the second 2 weeks of the month. I would like to propose a different rotation, with our past reputation and great work performance for Fountain Valley PD as one of the tow companies on rotation we have always been there during our own rotation, as well as, available to help out whenever needed on the 2nd companies rotation. I would like to propose having Best Towing and Transportation on as your Primary tow company year-round and add a secondary company for back up if Best Towing for some reason is unable to respond. I think this may simplify things for the PD so the officers and dispatch always know which company to call and they know they can Always depend on us to respond quickly and perform professionally at all times. This is only a proposal, if you prefer to keep 2 companies on with the 2 week rotation, Best Towing will happily continue on this type of rotation. We are always willing to work with PD to do the best job possible for the city.

REFERENCES
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Centerpointe Insurance Services, Ltd.
807 B Camarillo Springs Road
Camarillo, CA 93012
CA License 0733769

CONTACT NAME: Robert Z Farmer
PHONE: 805-437-6807
FAX: 805-364-3290
EMAIL: centerpointeinsurance@gmail.com

INSURER B: Zurich American Insurance Company
NAIC #: 16535

INSURED
Best Towing & Transportation Service, LLC
7472 Warner Avenue
Huntington Beach, CA 92647

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured with respect to Automobile Liability and General Liability. Insured location 7452 - 7472 Warner Ave., Huntington Beach, CA 92647 Uninsured Motorist Bodily Injury Limit $60,000

CERTIFICATE HOLDER

City Of Fountain Valley
its Officers and Employees
10200 Slater Avenue
Fountain Valley, CA 92708

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Robert Z Farmer

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CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Elite Commercial Insurance Services, Inc.
P.O. Box 118
Somis, CA 93066-9702

INSURED
Best Towing & Transportation, LLC
7452-7472 Warner Ave
Huntington Beach, CA 92647-5441

CONTACT
NAME: Cassandira Evans
PHONE (Area No. Ext): (805) 889-7768
FAX (Area No. Ext): 
E-MAIL ADDRESS: cassandreaevansins@gmail.com

INSURER(S) AFFORDING COVERAGE
INSURER A: INSURANCE CO OF THE WEST
INSURER B: 
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 
NAIC # 27847

COVERAGE

CERTIFICATE NUMBER:

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

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A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Y/N [X] [X] [N/A]

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

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CERTIFICATE HOLDER
The City of Fountain Valley
10200 Slater Ave.
Fountain Valley, CA 92708

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Cassandira Evans

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Page 131
CITY OF FOUNTAIN VALLEY

REQUEST FOR PROPOSAL

Police Directed Towing and Storage Services
RFP 20-009

Addendum #1 (August 26, 2020)

In response to questions submitted, the following responses are provided:

1. Does the tow yard have to be within a 5 mile radius of 10200 Slater Ave. Fountain Valley, 92708?
   **Answer:** Yes, the business office and tow yard needs to be within a 5 mile radius of the Police Department.

2. What are the current Tow/storage/labor rates?
   **Answer:** Both Towing yards have the same fees, see attached Exhibit A.

3. Are rates going to be held steady for 5 years or will they be updated by CPI every year or periodically by some other means?
   **Answer:** Please see Draft Contract (Exhibit “B”) attached to RFP 20-009 2. Compensation 4th paragraph: “The tow rates and storage fees for the City of Fountain Valley Official Police Tow Services are based on rates for comparable services from surrounding cities and their tow service providers. These rates may be reviewed annually on June 1 of each year. The Contractor must notify the Chief of Police or his designee in writing of any tow rate and storage fee increase request. The Fountain Valley Police Department will verify any increases are comparable to prevailing rates for comparable services in surrounding cities. Any disputes will be reconciled through a meeting between the Chief of Police or his designee and the Contractor owner. If the rate and the fee increases are verified, the new rates will take effect on July 1. In the event changes in State Law impact the storage and impound authority given to the Police, the provisions of this contract will be renegotiated.”

   Signature of acknowledgement of addendum #1:

   
   [Signature]

   Title: **CEO**

   Company: **BEST TOWING TRANSPORTATION SERVICE, LLC.**

   A copy of this signed addendum is to be attached to the submitted proposal.
Tyler Miller, V.P.
G&W Towing
965 W. 18th Street
Costa Mesa, Ca 92627
August 12, 2020
Management Analyst/Purchasing Officer
City of Fountain Valley
10200 Slater Ave
Fountain Valley, Ca 92708

To whom it may concern,

Please find the enclosed proposal for RFP 20-009 Police Directed Towing and Storage Services. I have thoroughly read RFP 20-009 and understand the scope of work as presented. I can confirm that all terms and conditions of the RFP 20-009 are understood and acknowledged by the undersigned.

G&W Towing has been in business for 50+ years under the same owner and serves a number of cities. G&W enjoys a great reputation with police agencies throughout Orange County and provides a fair and low cost service to the public. We would also like to extend an open invite to any Council members or FVPD personnel to tour our facilities to see what sets G&W apart.

Please see the following page for the G&W Towing organizational chart and time commitments. All personnel listed will be available 24/7 and their phone numbers can be provided should G&W become a contractor. Thank you.

Sincerely,

Tyler Miller, V.P.
Response to:
City of Fountain Valley
RFP 20-009
Police Directed Towing and Storage Services
Table of Contents:

Section I: General Approach and Plans.................................................................Page 6
Section II: Qualifications and Experience.......................................................Page 11
Equipment and Facilities................................................................................Page 21
Financial Capacity............................................................................................Page 23
Key Personnel......................................................................................................Page 29
Section IV: Cost/Fee...........................................................................................See Separate PDF
Section V: General Requirements .................................................................Page 31
Minimum Requirements Documentation........................................................Page 32
Signed RFP Addendum......................................................................................Page 49
Minimum Qualifications and Requirements

Documentation

G&W Towing can satisfy all the requirements in this section.
- Please see the corresponding page numbers for evidence of minimum requirements.
  G&W Towing satisfies all the requirements in the entire RFP.

A. Must have 10 years of continuous tow service for a government agency.
   - G&W Towing has been continuously serving various government agencies for
     over 50 years. Please see page 32 for a confirmation email of a contract that
     renewed in 2009 with Costa Mesa that is still in force today. G&W has served
     Costa Mesa continuously since the 1980's.

B. Must be owned by the current owner for a minimum of five years.
   - G&W Towing has been owned by the same owner since 1970. Please see page
     33 for a document filing that shows that in 2008 our owner was the same as it is
     today.

C. Must have the ability to store two vehicles inside approximately 500 square feet.
   - G&W Towing has approximately 3,700 square feet of inside storage available.
     Roughly 20 cars can fit in this space. Please see page 34 for a photo showing a
     portion of our indoor space.

D. The open vehicle storage area shall be a minimum of five thousand square feet and
   shall be enclosed with a solid wall or a fence not less than six feet in height. The
   enclosure structure shall be provided with not less than one gate or door of adequate
   width and of a height equal to that specified above.
   - G&W Towing sits on approximately 70,000 square feet of space. The space is
     completely fenced in and has to gate for access. See page 35 and 36 for photos.

E. Must have 24 hours a day access to inside storage.
   - G&W is properly permitted by the City of Costa Mesa to operate 24 hours a day
     without restriction. This includes access to our indoor storage area. See page 37
     for our original operation permit which is still in use today.

F. Business office must be located within a five (5) mile radius of Fountain Valley Police
   Department (10200 Slater Ave, Fountain Valley, CA 92708).
   - The G&W Towing business office and tow yard are within a 5 mile radius of
     FVPD. Please see page 38 and 39 for confirmation of this.
Section 1: General Approach and Plans

G&W Towing can satisfy all the requirements in this section.

A manager and an alternate manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the City.

-Chris Yagerlener (General Manager) and Alex Silva (Manager) will be the primary manager and alternate manager, and coordinate daily activities with the City.

1. Describe, in detail, the company’s method of approach to the Scope of Work as defined in Exhibit “C” Police Tow Policy Guidelines and Requirements. Address the manner in which the firm proposes to meet the specific requirements of the scope of work including, but not limited to, response time, business office and hours, 24-hour availability and reporting requirements.

-G&W Towing was founded in 1970 and has been serving various law enforcement agencies near Fountain Valley since then. We have very experienced management, a large fleet, and state of the art facilities to meet law enforcement needs. The following will address the manner in which G&W Towing plans to meet the requirements in the scope of work section:

-Response time: G&W Towing shall station 4 trucks strategically throughout the City near high traffic areas at peak hours when on rotation. This will allow a truck to respond to Police calls in well under the required 20 minute response time. If multiple calls come in at once separate G&W tow trucks will be moved in to the area in anticipation of calls for service. G&W uses GPS guidance to position trucks as well as to route the nearest available truck to a scene. Having trucks on standby in the area will allow G&W Towing to respond to calls in under 10 minutes a majority of the time.

-Business office and hours: G&W Towing is located within a 5 mile radius of FVPD and has vehicle storage capacity of 200 cars outside and 20 vehicles indoors. Our business office is staffed with at least one person 24/7 to handle any vehicle or property releases in a timely manner, or answer any questions from the public. The yard is enclosed with a barbed wire 10 foot tall fence, illuminated thoroughly at night, and the entire area is recorded with 16 state of the art security cameras that track movement. Our evidence storage area is within our storage facility and can house 20+ vehicles. This area is closed off to employees and can be sealed by FVPD if needed.

-24 Hour availability: G&W Towing is adequately staffed 24/7 to respond to any FVPD needs. G&W keeps drivers on the clock at all hours and staffs an office dispatcher 24/7 to serve FVPD and public needs. Having drivers on the clock allows G&W to respond quickly to any need. Having an employee onsite allows G&W to quickly release vehicles at any hour. G&W provides a safe indoor area customers can enter at any hour. Our customers do not have to wait outside for a G&W employee to show up, there is someone already at our facility at all times. Our facilities are properly permitted with the City of Costa Mesa to operate 24 hours a day.
- Reporting requirements: G&W keeps all records regarding towed vehicles and employees for a time period of 7 years. All the records required by this RFP are on site and available for inspection by the FVPD at any time. G&W is able to provide any record needed to the FVPD and can transmit records electronically if needed. We utilize software that allows G&W employees to easily and quickly locate information FVPD may need.

- Staff: G&W staff has as much experience providing law enforcement towing services as any company in Southern California. Just our upper management has over 125 years’ experience providing excellent service to local police agencies. G&W also has many employees that have worked here over 15 years. All G&W employees are Live Scanned and background checked by multiple agencies. All employees are appropriately trained and are continually trained on safe operating procedures.

- Equipment: G&W Towing possesses trucks for each class of tow truck listed in the RFP. This includes a Class D super heavy duty tow truck. All G&W equipment is company owned and no work will be subcontracted. Our fleet is constantly being updated to newer, cleaner and more efficient trucks.

2. List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.
   - Wayne Miller, Pres. Responsible for all aspects of operations.
     (949)433-3330
   - Tyler Miller, V.P. Business development and operations.
     (949)433-0321
   - Chris Yagerlener, GM Responsible for staff and operations.
     (949)433-8733
   - Alex Silva, Mgr, Responsible for dispatch and office operations.
     (949)878-8842

3. Provide information on whether any of the services in this towing contract will be subcontracted out to another company and if so, then describe the portion of work and who will be providing the service.
   - No services will be subcontracted.

4. Describe in detail the company’s proposed procedures for the release of a vehicle under this contract.
   - Vehicles with Police holds are available for pickup 24 hours a day 7 days a week with a Police vehicle release (if required by FVPD). Vehicle owners can present a vehicle release in our lobby 24/7 without waiting and upon presenting proper ID, documentation and payment will receive their vehicle. G&W Towing can adapt to any release procedures set forth by FVPD. For example if a vehicle is towed for expired registration G&W can check to make sure the vehicle is registered before it is released
versus having the vehicle owner go to the Police Department for a registration check and then going to the tow yard to retrieve the car.

5. Describe the company's proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the following:
   - Owners and authorized non-owners have 24-hour access to their vehicles. Vehicles with police holds are available 24 hours a day with police authorization. An ID will be required to access a vehicle and the person accessing the vehicle will be accompanied by a G&W employee to record items removed and ensure other vehicles are not touched.
     
     a. Allowing the owner to cover the vehicle or take other protective measures.
        - We allow vehicle owners to cover their vehicles or take other protective measures. We often roll up windows and close tops on convertibles to prevent weather damage. Inside storage is also available on request.

     b. Allowing the owner to remove personal effects or other articles from the interior of the vehicle.
        - Owners or authorized non-owners have access to vehicles 24 hours a day 7 days a week. Owners retrieving property are provided with carts for convenience to empty their vehicle. Items retrieved are recorded and signed for. A G&W employee supervises people removing property to ensure security of other vehicles in the yard.

     c. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.
        - Owners and authorized non-owners are allowed full access to their vehicle as necessary for photographs etc. Un-authorized non-owners are not allowed access.

6. For vehicles in its care, state the firm's policies and procedures for:
   a. Determining whether or not a vehicle was damaged.
      - First, inspect the vehicle as required. Second, review the police report for the vehicle and compare findings. Then continue investigating using all resources including security cameras, vehicle tracking, and employee and customer interviews. Use that information to come to a fair conclusion.

   b. Determining whether or not a vehicle was stolen.
      - Conduct a thorough search of our facility and investigate all possible reports (security cameras/video motion sensors etc.) and use other information to determine if anything is missing. Please note we verify our inventory multiple times a week and as a result we have not had a vehicle stolen in our 50-year history.
c. Determining whether or not property/items from a vehicle were stolen from.
   - Review the Police departments inventory report. Conduct a thorough
     investigation using all possible resources, including security cameras and motion
     sensors, vehicle tracking, and employee interviews to reach a fair and true resolution.

d. Making restitution to the owner in the event that a vehicle is damaged, stolen
   and/or stolen from.
   - If restitution is due to an owner either G&W Towing or our insurance company
     would make payment.

7. State the company’s policies and procedures for:

   a. Determining whether or not private property was damaged in the course of the
      firm’s duties.
      - Review the Police Departments report of the incident. Conduct a thorough
        investigation using all possible resources, and interview all witnesses to reach a fair and
        true resolution.

   b. Making restitution to the owner or restoring the property if so determined.
      - If restitution is due to an owner, either our company or our insurance company
        could make payment.

8. State the company’s policies and procedures for informing a vehicle owner:

   a. A vehicle is in the firm’s possession
      - Notices to vehicle owners are sent as required by law using an independent
        third party service, licensed by the state of California.

   b. The location of the vehicle
      - Location of the vehicle is included in the notice sent by an independent third
        party service.

   c. The condition of the vehicle
      - Condition of the vehicle is included in the report sent by the police department
        and the independent third party service.

9. State the company’s policies and procedures for receiving and resolving complaints
    from the public. Provide the name, qualifications, and contact information for the
    person(s) responsible for receiving and resolving complaints.
    - Although G&W has no material complaints on record, any complaint received by
      any method is thoroughly investigated by either of our company managers to reach a
      fair resolution. Our managers are Chris Yagerlener and Alex Silva and they have over
      50 years of experience in the tow industry between them. They are both available at our
      office located at 965 W. 18th Street Costa Mesa, ca 92627 or by phone at 949-642-
      1252. If a complaint is received one of our managers will conduct interviews with all
      parties involved as well as gather available evidence (GPS reports, security footage) to


get down to the facts of what happened. If a complaint is found to be credible the employee involved is dealt with appropriately depending on the complaint.

10. Describe the manner in which the company will inform the City and the public of changes to policies and procedures. Include samples of any informational material the company would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.
   — Any changes in policies will be communicated in writing to the City of Fountain Valley, and will be posted in our lobby for the public. The City would receive a letter on G&W letterhead similar to the one at the start of this proposal and a similar letter would be posted in our lobby for the public. Our employees are monitored daily and any policy changes are addressed at employee meetings and posted in our dispatch office. Our GPS enabled trucks allow management to monitor things like speed and driving habits to ensure safe driving.

11. Describe in detail the manner in which the company intends to meet the reporting requirements of Exhibit “C” Police Tow Policy Guidelines and Requirements. Include a detailed description of the company’s record keeping tools and methods. Describe any additional information the company is capable of recording that may be of use to Fountain Valley Police Department.
   — We will meet the Police Department reporting requirements by using our computer systems storage reporting function as necessary to fully comply. Reports will be generated as required or as requested containing any information the police department requests. Our computer dispatch system can generate many data points relating to calls for service by the Police Department.

   - Our vehicle storage software keeps records of all the data points listed in pages 18-20 of Exhibit “C” Tow Policies and Guidelines. Reports will be generated and turned in as required by the contract. Hard copies of records are available for inspection by the FVPD at any time. Office workers are also all trained and proficient in using our vehicle towing and storage software and can retrieve records quickly for FVPD at any time.

   - Please see the attached release invoice (Page 42) example that shows some of the data points recorded.

12. Propose a method of receiving completed release forms electronically from Fountain Valley Police Department by the firm, if one is available.
   — Releases can be received digitally by email to a designated email address we can provide. We are also able to receive releases by fax, internet or any other means if desired.

13. Propose a method of delivering the monthly report of released vehicles to Fountain Valley Police Department electronically, if available.
   — We are able to FAX, email, or hand deliver monthly reports if desired.
14. Propose any informational or reporting enhancements the company is capable of providing. Example: secure web-based access to the company's inventory of vehicles towed and stored under this contract by Fountain Valley Police Department.

-We currently use computers for our information reporting requirements. Information is available 24 hours a day 7 days a week as needed. We are willing to fully cooperate with The Police Department request for share information if desired.

15. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.

-We currently use GPS tracking to position our trucks across various cities we serve to respond as quickly as possible to any call. Should we be selected by Fountain Valley we will position trucks across the city. We also constantly upgrade our fleet to utilize the newest trucks and technology. Because of this we are able to take advantage of improvements by manufacturers so our trucks run as efficiently as possible. We always look for ways to upgrade our efficiency and if we find a way to do that we implement that strategy immediately. We have a very modern fleet to keep up with strict emissions laws in California. All of our medium duty flatbed trucks are capable of hauling 2 vehicles at once. This allows G&W to run more efficiently, allowing 1 tow truck to do the work of 2 and keep costs down. We are also open to any suggestions the Police Department might have for improving our service.

Section II: Qualifications and Experience

G&W Towing can satisfy all the requirements in this section.

1. If the owner is a corporation please provide: list name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

-G & W Towing Inc.
-Corporate office: 965 W. 18th Street Costa Mesa, Ca 92627
-California corporation incorporated in 1978.
-Officers: G.W. Miller, President. 965 W. 18th Street Costa Mesa, Ca 92627.

Elizabeth Miller, Vice President. 965 W. 18th Street Costa Mesa, Ca 92627
Tyler Miller, Vice President. 965 W. 18th Street Costa Mesa, Ca 92627
-Local office address: 965 W. 18th Street Costa Mesa, Ca 92627
-This office opened its doors in 1990.

2. If the owner is partnership or joint venture, please provide: the name of partnership or joint venture, principal office street address, city, state, and zip code, state of
organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
- G&W Towing is not a partnership or joint venture.

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
   - G & W Towing, Inc. 965 W. 18th Street Costa Mesa, Ca. Owner is self.
   - DBA G & W Towing. 965 W. 18th Street Costa Mesa, Ca. Owner is self.
   - DBA Coast Towing. 965 W. 18th Street Costa Mesa, Ca. Owner is self.
   - DBA Pacific Wholesale Sales. 965 W. 18th Street Costa Mesa, Ca. Owner is self.

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
   - None.

5. How many years have you been in business under your present business name?
   - 50 years.

6. List all business names that you operate as a towing service in the County of Orange.
   - G & W Towing, Inc.
   - DBA G & W Towing
   - DBA Coast Towing

7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.
   - None.

8. Provide a list of current and previous contracts similar to the requirements for Fountain Valley. Include all public agencies served. For each, provide a brief description of the scope of work, the length of time the firm has been providing services and the name, title and telephone number of the person who may be contacted regarding the firm's service record.
   - Costa Mesa Police Department, 1981-present. Police directed towing and storage services. Contact: Captain Baklak 714-754-4812
   - Newport Beach Police Department, 1980 to present. Police directed towing and storage services. Contact: Sgt. Wolik 949-644-3743 (may only verify contract)
   - Irvine Police Department, 2018-present. Police directed towing and storage services. Contact: Officer Crones 949-724-7000
University of California Irvine Police Department, 2010 to present. Police directed towing and storage services. Contact: Sgt. Jon Sloan 949-824-7794

California Highway Patrol, 1980-present. Police directed towing and storage services. Officer Scott Helberg 714-567-6000 (please note CHP officers may not be permitted to give reviews)

John Wayne Airport, 2009-present. Airport operations towing and storage services. Contact: Operations Officer Bill Mcdonald 949-252-5244

9. Submit a description of the firm's qualifications, experience and abilities that make it uniquely capable to provide services under this contract.

- G & W Towing has been providing towing services in Southern California since 1970. We have the largest indoor and outdoor storage facilities around and many of our employees have been with us for 15+ years. We have a wide range of equipment to handle any vehicle we may come across. G & W uses the latest technology to track our fleet and position our trucks in order to serve various Police Departments as quickly and efficiently as possible. G & W Towing operates out of a single location near Fountain Valley so our equipment is always located nearby, this includes our heavy duty equipment and allows us to respond very quickly to calls for service. Our large secure indoor evidence area allows us to accommodate any police request for evidence hold. The size of our indoor evidence hold area is much larger than this RFP requires and I believe that is unique to our facilities in this area. Our building is also equipped with an emergency generator should the power ever go out. Our facilities are run off a natural gas generator when electricity goes down allowing our building to remain fully operational even during a power outage. G & W Towing has been serving law enforcement agencies for 40+ years and we have the experience and equipment to handle any situation.

10. Provide a detailed list of subcontractors proposed to be used, if any. For each, submit a description of the services the subcontractor will perform and specific qualifications and experience.
   - No subcontractors will be used.

11. Provide copies of the firm's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:

   G & W Towing Code of Ethics

   1. To show my faith and worthiness of my profession by upholding high standards, honor, and a high degree of integrity.
   2. To provide the general public with the best possible service and to promote a sense
of personal obligation to each individual customer.
3. To comply with all Federal, State, County, and City laws and regulations.
4. To aid my fellow industry man in time of need.
5. To seek success and to demand fair remuneration that is justly due, but accept no profit at the price of my own self-respect lost because of an unfair advantage taken or questionable acts on my part.
6. To promote friendly and cooperative attitudes to all members of the association.
7. To provide the public with adequate equipment, kept as clean and neat as possible, to train our drivers to be polite and courteous at all times.
8. To encourage the American free enterprise system.
9. To employ truth and accuracy in advertising and soliciting, and to honor any commitments made in the course of business.

**G & W Towing Confidentiality Agreement**

I understand and agree that:
1. Law enforcement contracts require the Tow Contractor and its employees, to treat as confidential all the information provided by all agencies.
2. I may have access to, or become aware of, information regarding the pursuit, apprehension or prosecution of criminal suspects, and/or information of a highly confidential or sensitive nature.
3. I shall treat the official business of the Agencies as confidential. I agree and I shall disseminate Agency information only to those Agency bureaus, officials and/or tow contractors for whom it is intended as provided by the contract, and to no other person. I further agree not to divulge or disclose to any person and confidential or sensitive information of any kind or form learned of obtained by me.
4. I agree that I have personal and individual responsibility for the protection of Agency information, documents and material I have come in contact with.
5. I shall report at once to my immediate supervisor and the Towing Coordinator, if I am arrested, charged, convicted, or sentenced for any criminal offense relating to the protection of the public safety and interest. If I am unsure whether the offense relates to the protection of the public safety and interest, I shall report any criminal offense. I agree that failure to report as provided by this section may result in my dismissal or other disciplinary action by law enforcement agency.

**G & W Towing Managerial Philosophy**

The purpose and goal of our company is providing services of the highest quality to our customers and our community. To maintain this superior quality, we must present ourselves at all times with courtesy, integrity and honesty, and to hold the company, community and the customers interest and well-being foremost in our minds.

**Customer Service Standards and Standards of Quality Service**
G & W Towing is committed to customer service. We show it every day by providing the highest level of customer service possible. We pride ourselves on providing our customers and community with a fast, safe, professional, well trained staff 24 hours a day 365 days a year.

A. We treat all of our customers with courtesy.
B. We provide high quality service by a knowledgeable well trained professional staff.
C. We regularly assess our customers and request the communities feedback. We use that information to improve any area we can.
D. We are committed to providing services in accordance to these customer service standards.
BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 19, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

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

1. The dangers of drug abuse in the workplace;
2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.
- In order to monitor our performance we regularly receive surveys and feedback from various customers to ensure we are performing to our standards every day. We also use GPS to monitor our response times and regularly hold training meetings to update our drivers on safety procedures. This is how we maintain our standards.
*Please see additional policies attached.

a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.
   - We have an A+ rating with the Better Business Bureau. We are members of the California Tow Truck Association and the Towing and Recovery Association of America. All of these associations provide training in customer service as well as safe operating procedures.

b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.
   - We are members of the California Tow Truck Association and utilize in-person training they provide. All employees also go through Traffic Incident Management (TIM) training. This ensures employees are trained to perform services safely. Employees also receive training through various online organizations. A majority of our drivers have been through AAA training also. All of our drivers are fingerprinted and background checked at the time of hire.

c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.
   - Please see the attached certificates (Page 46-48). All our employees receive these certificates but for the purposes of this RFP I have included a few different certificates as examples.

d. Letters of recommendation from customers and contracting agencies.
   - Please see the attached letters (Page 41-44) and I encourage you to reach out to any of our listed references within this proposal as well. Many of our law enforcement contacts either cannot write reviews or must receive approval from their various cities which would take longer that this RFP allows. I highly recommend reaching out by phone to all of our law enforcement contacts listed above for service records.

e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.
   - Please see the attached safety meeting summaries (Page 40). This is just one month, safety meetings are held monthly. Most of our training is done online and is proprietary to the vendors we use. Please accept the certificates attached in reference to question C.
f. A list of references that will attest to the firm's ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the firm and the reference.

I encourage you to reach out to any or all of the following:

-Bob Evans, 3300 Jamboree Rd Newport Beach Ca, 92660 800-927-3576, Service Director at Fletcher Jones Motor Cars and a long term customer.

-Tim Tauber, 445 E. Coast Hwy Newport Beach Ca, 92660 949-673-0900 General Manager at Newport Auto Center and a long term customer.

-Capt. Bakkila, Costa Mesa Police Dep. 99 Fair Drive Costa Mesa, Ca 92626 714-754-4812 Director of Police towing contract for CMPD.

-Sgt. Wolik, Newport Beach Police Dep. 870 Santa Barbara Dr. Newport Beach Ca 92660 949-644-3743. Involved in NBPD towing contract (may only be allowed to verify we are a provider).

-Off. Crones, Irvine Police Dep. 1 Civic Center Plaza Irvine Ca 92606 949-724-7000. Off. Crones is the tow officer for IPD.

-Sgt. Jon Sloan, University of California Irvine Police Dep. 410 E. Peltason Irvine Ca, 92697 949-824-7794. We have worked with Sgt. Sloan in the field and he can attest to G&W service standards.

-Bill Mcondal, John Wayne Airport Operations Officer. 18601 Airport Way, Santa Ana Ca 92707 949-252-5244. Bill is our contact when the airport has a car that needs to be towed or relocated.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

Resumes of Key People

G.W. Miller-President, 949-642-1252 Email: gwtow@aol.com,
   -Education: some college.
   -Founded G & W Towing in 1970. 50 years towing experience.
   -Built company from 1 tow truck to where we are today.
   -Licensed heavy duty driver.
   -Certified to operate all equipment we have.
   -Widely known as industry expert in towing community.
   -Overseen a variety of government agency contracts including: Newport Beach
PD, Costa Mesa PD, Irvine PD, UCIPD, and CHP.
-Certified by the California Tow Truck Association.

Tyler Miller, V.P.- 949-642-1252 Email: Tyler@GandWTowing.com
-14 years of towing industry experience.
-Education: Graduate of the University of Colorado, Boulder.
-Responsible for procuring municipal contracts.
-Licensed heavy duty driver.
-Certified to operate all equipment we have.
-Overseas all aspects of business operations and procedures.
-Certified by the California Tow Truck Association.
-Overseen a variety of government agency contracts including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD and CHP.

Chris Yagerlener, GM- 949-642-1252 Email: gwtow@aol.com
-Education: Some college.
-28 years of towing industry experience.
-Licensed heavy duty operator.
-Certified to operate all equipment we have.
-Oversees staffing and personnel management.
-Certified California Tow Truck Association Heavy Duty operator.
-Long term Costa Mesa resident heavily involved in youth sports programs.
-Overseen a variety of government agency contracts including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD and CHP.

Alex Silva, Manager- 949-642-1252 Email: gwtow@aol.com
-Education: High School
-33 years of towing industry experience.
-Licensed heavy duty operator.
-Certified to operate all equipment we have.
-Responsible for day to day office management and customer interaction.
-Certified California Tow Truck Association Operator.
-Responsible for meeting Police department requirements on a day to day basis.

Equipment and Facilities:

G&W Towing can satisfy all the requirements in this section.
1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the firm does not currently own or lease a sufficient amount of vehicles, provide a description of the firm's plan to acquire the necessary equipment.

-6 Wheel lift trucks-These are small trucks mainly used for parking control calls.
-6 Flatbed medium duty trucks*these are trucks used for accident/disabled vehicles. All of our medium duty trucks are Peterbilt 337 trucks.
1 Heavy duty recovery truck—This truck handles big rig tows or vehicles that leave the roadway and need to be winched back to the road. Our heavy duty truck is a 2019 Peterbilt 579 truck.

2. Describe the radio equipment proposed to be used in the dispatching of tow vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.

   —We use two way radios from our dispatch office to each of our trucks. Drivers receive addresses to police calls by radio and then enter addresses in to in truck GPS units for directions. We also utilize GPS tracking on a screen in our dispatch office to guide our trucks to where they are going if needed.

3. Provide a detailed description of the firm’s facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm’s plan to acquire the necessary facility.

   —Our office and storage facility is located at 965 W. 18th Street Costa Mesa Ca 92627. We occupy 70,000 square feet of property that is fully permitted to operate 24 hours a day 7 days a week. Our facilities can hold 200 vehicles outside and 20 vehicles inside. Our dispatch offices and inside evidence storage are located within a large industrial building. A portion of our building is dedicated to secure indoor evidence storage of up to 20 vehicles. Please note this is much larger than what this contract calls for. Our evidence storage is concrete, clean, well lit and has 24 hour video surveillance. The evidence section is large enough to cover any vehicle for inspection by police day or night. Our evidence area is dedicated to police evidence and only managers have access to the area. Nobody other than managers and police personnel ever enter the evidence storage area. Our mechanic shop consists of approximately 1,500 square feet of the building. Our 2 full time mechanics are constantly performing routine maintenance on our trucks ensuring a safe fleet. The rest of the building is dedicated to dispatch and administrative offices.

4. Provide a detailed description of facility security.

   —For security our office is staffed by a G&W employee 24 hours a day 365 days a year. The yard is brightly illuminated by high powered energy efficient lights at night. The yard is enclosed by an 9 foot barbed wire fence and is routinely checked for any signs of weakness. Every inch of the facility is covered by motion sensor security cameras that have night vision. Cameras are located inside and outside to monitor everything. Audio is also recorded inside the dispatch office. Security footage can be retrieved in minutes if needed.
FINANCIAL CAPACITY

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

G&W TOWING, INC.

Financial Statements
For The Six Months Ended
December 31, 2019

Prepared By:
Zweig & Associates CPAs, LLP
4299 MacArthur Blvd., Ste. 211
Newport Beach, CA 92660
KEY PERSONNEL

It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions. Information provided shall meet requirements of Exhibit “C”, Police Tow Policy Guidelines and Requirements.

1. Identify the members of the staff who would be assigned to act for Proposer’s firm in key management and filled positions providing the services described in the Proposal, and the functions to be performed by each.
   - G.W. Miller, President. 50 year’s experience. Will act for the firm.
   - Will be responsible for implementation and execution of contract.
   - Tyler Miller, Vice President. 14 year’s experience. Will be main contact between G&W and Fountain Valley staff.
   - Will be part of G&W team implementing service and providing quality control on services rendered. E.g. Response times, and meeting FVPD contract terms.
   - Chris Yagerlener, General Mgr. 28 year’s experience. Main daily contact between FVPD and G&W Towing.
   - Will be in charge of meeting contract requirements daily.
   - Responsible for staffing and training.
   - Alex Silva, Manager, 33 year’s experience. Will be in contact daily with FVPD dispatch.
   - Alex will be interacting with the public daily handling vehicle and property releases.
   - Alex will ensure quality customer service and ensure customers and quickly retrieve vehicles.

2. Include brief resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience.
   - G.W. Miller-President 949-642-1252 Email: gwto@aol.com,
     - Education: some college.
     - Founded G & W Towing in 1970. 50 years towing experience.
     - Built company from 1 tow truck to where we are today.
     - Licensed heavy duty driver.
     - Certified to operate all equipment we have.
     - Widely known as industry expert in towing community.
- Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD etc.
- Certified by the California Tow Truck Association.

Tyler Miller V.P.- 949-642-1252 Email: gwtow@aol.com
- 14 years of towing industry experience.
- Education: Graduate of the University of Colorado, Boulder.
- Responsible for procuring municipal contracts.
- Licensed heavy duty driver.
- Certified to operate all equipment we have.
- Oversees all aspects of business operations and procedures.
- Certified by the California Tow Truck Association.
- Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD etc.

Chris Yageriener GM- 949-642-1252 Email: gwtow@aol.com
- Education: Some college.
- 28 years of towing industry experience.
- Licensed heavy duty operator.
- Certified to operate all equipment we have.
- Oversees staffing and personnel management.
- Certified California Tow Truck Association Heavy Duty operator.
- Long term Costa Mesa resident heavily involved in youth sports programs.
- Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD etc.

Alex Silva- Manager- 949-642-1252 Email: gwtow@aol.com
- Education: High School
- 33 years of towing industry experience.
- Licensed heavy duty operator.
- Certified to operate all equipment we have.
- Responsible for day to day office management and customer interaction.
- Certified California Tow Truck Association Operator.
- Responsible for meeting Police department requirements on a day to day basis.

3. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

- G&W Towing agrees to this.

4. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

- G&W Towing agrees to this.
DISCLOSURE

Please disclose any and all past or current business and personal relationships with any current Fountain Valley elected official, appointed official, City employee, or family member of any current Fountain Valley elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

-G&W Towing does not have any past or current business or personal relationships to report.

SAMPLE PROFESSIONAL SERVICES CONTRACT

The firm selected by the City will be required to execute a Professional Services Contract with the City. A sample of the Agreement/Contract is enclosed as Exhibit “B”, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Contract, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

-G&W Towing agrees to the proposal without exceptions.

SECTION IV: COST / FEE

All Proposers are required to use Attachment 1, to formulate a Cost Proposal to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission. Net compensation for services provided shall be based upon the Proposer’s detailed fee proposal and terms outlined under section 2. Compensation of Draft Contract enclosed as Exhibit “B”.

-Please see separate PDF for Section IV: Cost/Fee

Section V: General Requirements

G&W Towing can satisfy all the requirements in this section. G&W Towing currently maintains insurance coverage that satisfies the requirements for Workers compensation, General Liability, Automobile Liability and Professional Liability (errors and omissions)Insurance listed in this RFP. Copies are available if G&W is selected as a contractor.
Please see below for Minimum Requirements: Question A: Proof of 10 years of continuous tow service for a government agency. Below is an email confirming successful renewal a contract between G&W Towing and the City of Costa Mesa in 2009. G&W has been providing tow services for Costa Mesa continuously since the 1980's.

March 5, 2009

Wayne Miller
G & W Towing
505 W. 18th St.
Costa Mesa, CA 92627

Dear Mr. Miller,

RE: Bid Item No. 1118

At the regular meeting held on Tuesday, March 3, 2009, the City Council approved the bid award to G & W Towing, for Formal Bid No. 1118, for police towing services, for a five (5)-year term with the option of renewing for three (3) additional one (1)-year terms.

A fully executed copy of the agreement is enclosed for your records.

Sincerely,

JULIE FOLCIK
City Clerk

cc: Debbie Casper, Purchasing Division
    Sgt. Rob Sharpnack, Police Department
    Thomas Hatch, City Manager Department
Please see below for Minimum Requirements Question B: Must be owned by the current owner for a minimum of five years. This certificate is from 2008, but G&W Towing has been owned by the same owner continuously since 1970.

A0614083

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

The undersigned certifies that:

1. He is the president and the secretary, respectively, of 926 UNLIMITED, INC., a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

   The name of this corporation is:

   G&W TOWING, INC.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 100.0. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: March 4, 2008

G WAYNE MILLER, President and Secretary
Please see below for Minimum Requirements Question C: Must have the ability to store two vehicles inside approximately 500 square feet. This is a photo of our inside storage area which can hold approximately 20 vehicles.
Please see below for Minimum Requirements Question D: The open vehicle storage area shall be a minimum of five thousand square feet and shall be enclosed with a solid wall or a fence not less than six feet in height. The enclosure structure shall be provided with not less than one gate or door of adequate width and of a height equal to that specified above.

The G&W storage yard (above) is approximately 70,000 square feet. Below is one of our 2 gates to enter the property.
Please see below for Minimum Requirements Question E: Must have 24 hours a day access to inside storage. This is the original Conditional Use Permit for G&W Towing in 1990. This permit is still in use today and allows 24/7 operation.

May 31, 1990

G. Wayne Miller
G & W Towing, Inc
955 West 18th Street
Costa Mesa, CA 92627

RE: ZONE EXCEPTION ZK-95-99 CONDITIONAL USE PERMIT
AUTO TOWING USE 955 WEST 18TH STREET

Dear Mr. Miller:

As the above permit was due for review June 17, 1999, staff inspected the subject site. The property has been found to satisfy the Conditions of Approval of the subject permit, and to be in compliance with applicable Ordinance requirements. In addition, no complaints have been received regarding the property or use. The subject permit is extended for an additional (2) two year(s), and will expire June 17, 1992. At that time, a further extension must be requested should you wish to continue the operation.

If you have any questions or concerns, please feel free to call Willa Bouwens-Killeen or myself at 754-5245 from 8 a.m. to 12 p.m. Monday through Thursday.

Sincerely,

Richard Welmers
Planning Intern

RW:gr(ZK8599.RW)
Please see below for Minimum Requirements Question F: Business office must be located within a five (5) mile radius of Fountain Valley Police Department (10200 Slater Ave, Fountain Valley, CA 92708). G&W is located within a 5 mile radius of 10200 Slater Ave. Fountain Valley, Ca 92708.

8/25/2020

How Far is it Between

Maps you can make use of...

User Menu

How Far is it Between

This tool can be used to find the distance between two named points on a map. You can decide which two points to measure and then find out the distance between them as the crow flies and distance when driving. Type in the names of the places below and click the Show button.

Options

From: 10200 Slater Ave Fountain Valley CA 92708 to 965 W 18th Street Costa Mesa CA 92627

Measure in: 

Distance as the Crow Flies: 4.894
Distance by Land Transport: 9.322

This road journey will take 0 Hours, 12 Minutes

You can link to this result: How Far is it Between 10200 Slater Ave Fountain Valley CA 92708 and 965 W 18th Street Costa Mesa CA 92627

Map Showing the Distance Between 10200 slater ave fountain valley ca 92708 and 965 w 18th street costa mesa ca 92627

How to Use

Simply type in the name of the two places in the text boxes and click the show button!

The best format to use is [City, Country] to enter a location - that is [City(comma)(space)Country]. You can also type in major places straight in such as "USA", "Tokyo", "London" etc. Postcodes and addresses can also be used.

When you click the search button, a search will be made to find which place you are referring to. Firstly, a search is made of an internal list of common places. If no match is found then a search will be made using the Google Maps API GlocalSearch feature. If this also returns no results then you are asked to indicate the location of the point by clicking on the map. This allows you to then see the distance between the two points and also inputs the location into the internal database so that the next time a visitor searches for that location, it will be found.

Once a result is returned, you can copy a URL to use as a permanent link back to the result for your own reference or to pass on to other people.

Note: For ZIP Codes, use Distance Between ZIP Codes. For UK Postcodes, use the UK Postcode distance tool. Also, to find the distance between points that are not named, you can use the Measure Distance tool.
Rear-End Crash Prevention

Instructor Note: To be a safe driver, you need ample space around your truck. When things go wrong, space gives you time to think and to act. Use this safety meeting article to discuss ways you and your drivers can manage the space in front of your truck to prevent unnecessary rear-end crashes. This topic is for everyone. Light- or heavy-duty, the rules are the same.

According to the National Highway Traffic Safety Administration (NHTSA), rear-end collisions are one of the most common types of accidents, accounting for approximately 29 percent of all crashes. These types of collisions, in which a vehicle strikes the rear of another vehicle, are also one of the most preventable. The good news is although approximately 1.7 million rear-end collisions take place in the United States each year, most are non-fatal, but these numbers still constitute a significant portion of highway accidents, injuries and fatalities.

Rear-End Crash Stats
Rear-end collisions mostly occur in the daytime hours under clear, unobstructed viewing conditions on dry, straight and level roads. About 81 percent of rear-end accidents occurred when the lead vehicle was completely stopped at the time of the collision. These facts suggest that driver inattention plays a significant role in these accidents. Male drivers ages 25-34 were 1.9 times more likely than other age groups to be involved in such crashes.

Maintain a Safe Following Distance
Do not tailgate. It is illegal to maintain a safe following distance behind the vehicle in front of you. Give yourself some "living room." When drivers tailgait (follow another vehicle too closely), they significantly reduce their stopping distance — or the distance needed to come to a safe and complete stop. Stopping distance is directly proportional to the size and weight of the vehicle you are driving and the vehicle you are following. The heavier your combined weight, the longer it takes to stop.

How Much Space Do I Need?
Depending on weather and road conditions, four seconds may not be enough following distance. The conditions outside your truck might make it more difficult to stop. The National Traffic Safety Council (NSTC) recommends increasing following distances whenever:
• Driving on slippery roads. Rain, ice, snow — even leaves — can cause roads to become slippery and make it harder to steer and to stop.
• Visibility decreases. Increase following distances as it gets darker and when other conditions limit visibility. Fog, rain, snow and even the sun low in the sky can affect visibility and necessitate increasing following distances.
• Following vehicles that stop frequently such as delivery vehicles, garbage trucks or buses. Increasing following distances allows more time to react to their frequent stops.
• Following a vehicle that blocks the view of the road ahead. Increasing following distances will keep you out of the vehicle’s blind spot and provide better visibility.

Other Causes of Rear-End Crashes
• Distracted driving. Texting, eating and looking away from the road are common causes of driver distraction. Stay focused while driving and stop out of traffic when needed.
• Driving under the influence. Drinking under the influence of drugs or alcohol makes it more difficult to judge stopping distances. Stay clean and sober when working.
• Driving while fatigued. Falling asleep at the wheel is a common cause of rear-end accidents and is especially prevalent on long highway trips. Get a good night's sleep before your shift and take rest breaks when needed.

Who is at Fault?
Rear-end collisions are generally considered the fault of the driver in back who strikes the vehicle in front, although this isn't always the case. Since motorists sometimes stop suddenly due to heavy traffic or road hazards you are still expected to follow the vehicle in front at a safe distance. It is possible, however, for the driver of the vehicle in front to share some responsibility for the accident if they stop suddenly without reasonable cause, fail to yield to traffic, or if their brake lights are faulty. Even if they act poorly, your awareness and a safe following distance can usually keep you out of trouble.

Wrap Up
Rear-end collisions are often preventable. Your towing company can do much to lessen chances of rear-end accidents by developing driver safety programs that promote safe following distances between vehicles, compliance with speed limits, prohibitive distracting activities such as texting while driving, and to be always aware of your surroundings.
Letters of Recommendation

August 12, 2020

Fountain Valley Police Department
10020 Slater Avenue
Fountain Valley, CA 92708

To whom it may concern:

G & W Towing has been towing for Fletcher Jones Motorcars for over 29 years. In that time they have proven to be a reliable partner in handling our towing. All our business is built on Guest Service, G & W Towing has always delivered exceptional service. When towing is required often our guests are distraught as their transportation requires service. All the way from the owner, dispatchers, and drivers, they are committed to exceeding the guest's expectations.

If you have any questions, please feel free to call me personally at (949) 718-3231.

Regards,

Bob Evans
Guest Experience Director
August 25, 2020

Fountain Valley Police Department
10020 Slater Avenue
Fountain Valley, CA 92708

To Whom it May Concern:

Controlled Environments Construction, Inc. (CEC) has been using G & W Towing since our companies inception 25 years ago. They’re our most trusted option when it comes to relocating some of our high-priced equipment, construction vehicles, trucks, and cars.

G & W has been a reliable transporter for our company while consistently showing up on time, executing significant levels of care, and delivering our vehicles to the places they needed to be.

Ownership is only a phone call away, their dispatchers are speedy and courteous, and the drivers are caring, quick, and efficient while knowing how to complete their job safely.

CEC will continue to use G & W Towing for all of our business needs, and we know they’ll continue to provide the same level of care we first received many years ago.

If you have any questions, please feel free to call our office at (714.566.9090).

Kindest Regards,

Josh Guesman
Vice-President
Controlled Environments Construction, Inc.
August 26, 2020

Subject: G&W Towing

To Whom It May Concern:

G&W Towing has been providing tow services for Newport Auto Center for 27 years and they are our nominated vendor of choice setup thru Porsche Roadside. I have been in the car business for 20 years and have been at Newport Auto Center for the last 5. I was pleasantly surprised when I was introduced to Wayne and his Team at G&W Towing. G&W Towing sets the standards for what a tow company should be. They are committed to customer service, customer satisfaction and getting the job done right the first time. G&W knows our vehicles, they know how to handle them and in difficult situations they always look for solutions to assist us and our customers. The staff, including the drivers, at G&W Towing are true professionals. Not to mention we have had several guest compliment on how efficient, knowledgeable, and friendly they are.

If you have any questions, please feel free to contact me at 949.791.3320.

Regards,

Toni Gayheart
Customer Care Director

445 East Coast Highway, Newport Beach, CA 92660 • 800/423-7077 • 949/673-0900 • Fax 949/675-3082
www.newportautocenter.com
Tyler,
I would like to thank you personally for helping me with my brother's car (Scria 2003 muggle 1/2). Your kindness and sympathy helped at such a tough time. I just want to let you know you rock! Thanks again.

With heartfelt appreciation for the thoughtfulness you’ve shown.

Kelli Croyer
Release Invoice Example

INVOICE #:  

RELEASE INVOICE

G & W Towing  
965 West 18th Street  
Costa Mesa  
CA 92627  
(949) 642-1252  
Bus.# CA65578

Released To
Name:  
Address:  
City State Zip:  
Tel. (H/W):  
DL or Other I.D.:  

How Paid:  
On HOLD? Y/N:  
0=N/A  
1=Cash  
2=Credit Card  
3=Charge A/R  
4=Check Check #:  

Note/Action:  
Note/Action Date:  

Comment:

Upon request you are entitled  
to a copy of the Towing Fees  
and Access Notice

X
(SIGNATURE of Person Redeeming This Vehicle)

"Disclaimer"  
BY ACCEPTING THIS UNIT, YOU ACKNOWLEDGE THE FOLLOWING: YOU ARE  
LEGALLY AUTHORIZED AND ENTITLED TO THE POSSESSION OF THIS VEHICLE.

G & W Towing

COPY
Training Certificates

Certificate of Achievement

Nationally Certified Flow Operator

Name: Tyler P. Miller

Certification ID: #1879

Date Issued: 11/10/2022

Expiration Date: 11/10/2023

Certified by:

[Signature]

President, PCAA

[Signature]

Director of Certification

[Signature]

Certification Examiner

The individual named above has successfully passed the National Flow Certification Program. Level 1 Light Duty Certification exam and exhibited the skills and knowledge necessary to operate a light duty tow truck safely and effectively.

COPY

- 80 - 46 | Page
Terry Wulchino Jr., President

Certificate No. 114-26705
Presented: 1/3/2019

EDUCATION PROGRAM
CALIFORNIA TOW TRUCK ASSOCIATION
ISSUED BY THE

GUILLERMO OCEGUEDA

THIS CERTIFIES THAT

Light Duty Level I
HAS SUCCESSFULLY COMPLETED THE COURSE

Certificate of Achievement
CALIFORNIA TOW TRUCK ASSOCIATION
Responder Course and earned 4 Professional Development Hours (PDHs), has successfully completed the National Traffic Incident Management

Jesus Siller

This acknowledges that

Program Completion Certificate
National Traffic Responder Training
CITY OF FOUNTAIN VALLEY

REQUEST FOR PROPOSAL
Police Directed Towing and Storage Services
RFP 20-009

Addendum #1 (August 26, 2020)

In response to questions submitted, the following responses are provided:

1. Does the tow yard have to be within a 5 mile radius of 10200 Slater Ave. Fountain Valley, 92708?
   Answer: Yes, the business office and tow yard needs to be within a 5 mile radius of the Police Department.

2. What are the current Tow/Storage/labor rates?
   Answer: Both Towing yards have the same fees, see attached Exhibit A.

3. Are rates going to be held steady for 5 years or will they be updated by CPI every year or periodically by some other means?
   Answer: Please see Draft Contract (Exhibit "B") attached to RFP 20-009 2. Compensation 4th paragraph: "The tow rates and storage fees for the City of Fountain Valley Official Police Tow Services are based on rates for comparable services from surrounding cities and their tow service providers. These rates may be reviewed annually on June 1 of each year. The Contractor must notify the Chief of Police or his designee in writing of any tow rate and storage fee increase request. The Fountain Valley Police Department will verify any increases are comparable to prevailing rates for comparable services in surrounding cities. Any disputes will be reconciled through a meeting between the Chief of Police or his designee and the Contractor owner. If the rate and the fee increases are verified, the new rates will take effect on July 1. In the event changes in State Law impact the storage and impound authority given to the Police, the provisions of this contract will be renegotiated."

Signature of acknowledgement of addendum #1:

[Signature]

Title: VP

Company: G&W Towing

A copy of this signed addendum is to be attached to the submitted proposal.

Addendum no 1 for TOW RFP 20-009 8/26/2020

Page 176
Exhibit “A”
City of Fountain Valley
Official Police Impound and Garage Towing Service Contract
Contract # __________

THIS CONTRACT ("Contract") is made and entered into November 1, 2020, by and between the City of Fountain Valley ("City"), a municipal corporation, and G & W Towing, towing garage and impound service, having its principal place of business at 965 West 18th Street Costa Mesa, CA 92627 ("Contractor").

WHEREAS, the City of Fountain Valley and the Fountain Valley Police Department desire to engage the services of an official police impound and garage towing service; and

WHEREAS, Contractor desires to provide official police impound and garage towing services to the City of Fountain Valley; and

WHEREAS, Fountain Valley Municipal Code Section 4.85.010 provides that the designation "official police impound and garage and towing service" shall be awarded by the Chief of Police upon recommendation of the Traffic Bureau based on findings of public need from among meritorious applications who have offered the required services and facilities; and

WHEREAS, the Chief of Police of the Fountain Valley Police Department, upon recommendation of the Traffic Bureau, finds a public need to engage the services of Contractor for a five-year period in accordance with Chapter 4.85 of the Fountain Valley Municipal Code; and

WHEREAS, the City does recover certain fees directly related to towing operations in compliance with Vehicle Code Section 12110, subdvs. (b); and

WHEREAS, the City does hereby further desire to enter into a mutual arrangement for Contractor's storage facilities in which City shall provide services in exchange for certain compensation that will pay for its administrative costs; and

WHEREAS, a City is authorized to operate its own impound yard pursuant to the authority of Vehicle Code Section 22850; and

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, City and Contractor mutually agree as follows:

1. Scope of Work.

   A. Contractor agrees to provide official Police impound and garage towing services ("Services") for the City of Fountain Valley as requested by the Fountain Valley Police Department and in accordance with the provisions of the Fountain Valley Municipal Code, including Chapter 4.85, as the same may be amended from time to time.
Contractor agrees to keep fully informed and agrees to comply with all existing and future state, county and city laws affecting the towing and storage of vehicles.

B. Contractor desires City services related to its storage facility, and City is willing to provide those services in exchange for compensation and in lieu of City operating its own storage facility. City agrees to provide inspection services of the storage facility to ensure that it is operated in accordance with State Law and will assist in processing paperwork necessary for the storage and disposition of cars at the storage facility. City agrees to provide accounting services related to the storage operation. Contractor agrees to allow City access to the storage facility to perform accounting services subject to reasonable advance notice.

2. Compensation

A. As compensation for the above, Contractor shall be compensated by the registered or legal owner or representative in accordance with the rates as described in Exhibit A.

B. The parties have agreed that the services the City will provide shall approximate the costs recovered. As compensation for the services provided by the City, the City of Fountain Valley shall receive 50% of all storage fees collected by the Contractor for all vehicles impounded by the Police Department under California Vehicle Code Section 14602. 6, subdvs. (a)(1). The City shall also receive 50% of all gross receipts for vehicles impounded under CVC 14602. 6, subdvs. (a)(1), which are subsequently sold or transferred to another party pursuant to a lien sale. These fees shall not include costs designated as a lien processing fee, which fee is charged by the Contractor to recover costs it incurs from the private lien sale company they employ. Vehicles impounded by the Police Department as evidence holds shall be permitted a forty-eight (48)-hour grace period in which no fees are charged. After the forty-eight (48)-hour grace period, billing for evidence holds will be limited to no more than sixty (60) days of storage.

The Contractor shall remit these monies directly to the City on a monthly basis to the following address:

City of Fountain Valley  
Attention: Accounts Payable  
P. O. Box 8030  
Fountain Valley, CA 92708

The Contractor, with assistance from the City, shall keep complete and accurate records of all vehicles impounded at the request of the City and shall include the amount of charge on each vehicle. The report shall list the number of vehicles impounded at the request of the City that are sold through lien sale. The Contractor shall provide a monthly report to the Chief of Police or his designee within thirty calendar days after the end of each month containing the above information. The report shall be limited to vehicles impounded in the City.
The Contractor and the City shall maintain records of the times that calls for service are received, dispatched and the times the tow vehicles arrive on scene. The record system should be adequate to provide an inquiry with the following information: Locate vehicles from license plate only if the make, model, color, date and location of impound are unavailable.

The tow rates and storage fees for the City of Fountain Valley Official Police Tow Services are based on rates for comparable services from surrounding cities and their tow service providers. These rates may be reviewed annually on June 1 of each year. The Contractor must notify the Chief of Police or his designee in writing of any tow rate and storage fee increase request. The Fountain Valley Police Department will verify any increases are comparable to prevailing rates for comparable services in surrounding cities. Any disputes will be reconciled through a meeting between the Chief of Police or his designee and the Contractor owner. If the rate and the fee increases are verified, the new rates will take effect on July 1. In the event changes in State Law impact the storage and impound authority given to the Police, the provisions of this Contract will be renegotiated.

3. **Term.**

Designations as official police impound and garage and towing service shall be valid for five years, unless revoked sooner by the Chief of Police. Accordingly, this Contract shall take effect on November 1, 2020 and this designation shall expire on October 31, 2025, in accordance with Fountain Valley Municipal Code Section 4. 85.010.

4. **Independent Contractor.**

Contractor's relationship to the City shall be that of an Independent Contractor. Contractor shall have no authority, expressed or implied, to act on behalf of the City as an agent or to bind the City to any obligation whatsoever, unless specifically authorized in writing by the City, as provided in the Fountain Valley Municipal Code. Contractor shall be solely responsible for the performance of any of its employees, agents or subcontractors under this Contract. Contractor shall report to the City any and all employees, agents and contractors performing work in connection with this Contract, and all shall be subject to the approval of the City. The City shall not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any Workers' Compensation insurance on behalf of Contractor. Contractor agrees to indemnify the City for any tax, retirement contribution, including any contribution to the Public Employees Retirement System (PERS), social security, overtime payment or Worker's Compensation payment which the City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this Contract.

5. **Non-Discrimination.**

Contractor agrees not to unlawfully discriminate in the employment of persons based on disability, race, color, national origin, ancestry, sex, sexual orientation or religion. A violation of this provision will subject Contractor to all of the penalties imposed by law. All facilities
shall comply with the Americans with Disabilities Act and all other applicable disabled access laws.

6. Indemnification.

Contractor shall be responsible for any damage to persons or property arising in connection with its performance of services rendered pursuant to this Contract. Contractor shall indemnify, defend and hold harmless the City and its officers, employees and agents ("Indemnities") from and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("Claims"), arising from Contractor's activities in the performance of the services under this Contract, including the terms of this Contract, excepting only those actions, claims, liabilities, obligations, judgments or damages arising out of the sole negligence of the City indemnities. In the event the City Indemnities are made a party to any action, lawsuit or other adversarial proceeding alleging negligent or wrongful conduct on the part of the Contractor:

A. The Contractor shall provide a defense to the Indemnities with attorneys reasonably acceptable to the City or at the City's option, reimburse Indemnities their costs of defense, including reasonable attorneys' fees, incurred in defense of such Claims, and

B. The Contractor shall promptly pay any final judgment or portion thereof rendered against the Indemnities.

7. Insurance.

Prior to the beginning of and throughout the duration of the Services, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Contract and which is applicable to a given loss will be available to City.

Contractor shall provide the following types and amounts of insurance:

A. Comprehensive Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Each such insurance policy shall:

i. Be issued to an insurance company which is admitted to do business in the State of California and has a rating in Best's Key Rating Guide of A:VII", or which is otherwise approved in writing by the City,
ii. Name and list as additional insured the City, its officers and employees and provide the City with an endorsement evidencing the same,

iii. Specify it acts as primary insurance,

iv. Include a clause that contains, substantially, the following words: "It is hereby understood and agreed that this policy may not be canceled nor materially changed except upon thirty days' prior written notice thereof given to the City by registered or certified mail," and,

v. Cover the operations of the Contractor.

Additionally, Contractor shall notify the City by registered or certified mail within fifteen days of any change which narrows or limits the scope of coverage provided. For purposes of this section, "scope of coverage" shall include the types of acts or omissions covered as well as the amounts of coverage provided.

B. Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

C. Comprehensive Automobile Liability Insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident. Each policy of insurance shall:

i. Be issued to an insurance company which is admitted to do business in the State of California and has a rating in Best's Key Rating Guide of "A:VII," or which is otherwise approved in writing by the City,

ii. Name and list as additional insured the City, its officers and employees and provide the City with an endorsement evidencing the same,

iii. Specify it acts as primary insurance,

iv. Include a clause that contains, substantially, the following words: "It is hereby understood and agreed that this policy may not be canceled nor materially changed except upon thirty days' prior written notice thereof given to the City by registered or certified mail."

D. Excess or Umbrella Liability Coverage (Over Primary) if used to meet limit requirements, shall provide coverage at least as specified for the underlying coverages. Such policy or policies shall include as insured those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Services. The scope of coverage provided is subject to approval of City.
Additionally, Contractor shall notify City by registered or certified mail within fifteen days of any change which narrows or limits the scope of any of the coverages provided. For purposes of this section, "scope of coverage" shall include the types of acts or omissions covered as well as the amounts of coverage provided.

8. Assignments.

No assignment by the Contractor of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by the City unless such assignment has had prior written approval and consent of the City.


The parties hereto agree that all formal notices required by this Contract may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

City: Chief of Police
      City of Fountain Valley
      10200 Slater Avenue
      Fountain Valley, CA 92708

Contractor: G & W Towing
            965 West 18th Street
            Costa Mesa, CA 92627

10. Effect of Invalidity.

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.


Contractor warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to City’s employees, agents or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

12. Authority.

Each person signing this Contract warrants that they have the legal authority to sign on behalf of the entity they represent.

//
//
//
//
IN WITNESS HEREOF, the parties hereto have entered into this agreement the date and year first above written.

ATTEST:

City Clerk, Rick Miller

CITY OF FOUNTAIN VALLEY

Cheryl Brothers, Mayor

APPROVED AS TO FORM:

HARPER & BURNS LLP

CONTRACTOR

By: G & W Towing

Attorneys for the City
City of Fountain Valley
Exhibit “B”
## FVPD Towing Fees

### Tow Truck Flat Rate

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<thead>
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<th>Class</th>
<th>Rate</th>
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<tbody>
<tr>
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<tr>
<td>Class B</td>
<td>$175</td>
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<tr>
<td>Class C</td>
<td>$185</td>
</tr>
<tr>
<td>Class D (Hourly)</td>
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### Storage per Day

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<tr>
<th></th>
<th>Outside</th>
<th>Inside</th>
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<tbody>
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<td>$59</td>
</tr>
<tr>
<td>Truck</td>
<td>$60</td>
<td>$65</td>
</tr>
<tr>
<td>Motorcycle</td>
<td>$37</td>
<td>$42</td>
</tr>
<tr>
<td><em>Vehicle stored as Evidence</em></td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td><em>Truck stored as Evidence</em></td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td><em>Motorcycle stored as Evidence</em></td>
<td>$10</td>
<td>$10</td>
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</table>
| **Oversized Vehicle (Box Truck RV, etc.)** | $55

### Labor

<table>
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<th></th>
<th>Rate</th>
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<tbody>
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</tr>
<tr>
<td>R &amp; R Linkage/Driveshaft</td>
<td>$59</td>
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<tr>
<td>Rollover</td>
<td>$69</td>
</tr>
<tr>
<td>Winching</td>
<td>$156</td>
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<tr>
<td>Hourly Labor</td>
<td>$165</td>
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<tr>
<td>Drop fee</td>
<td>$90</td>
</tr>
<tr>
<td>Hazmat</td>
<td>$116</td>
</tr>
<tr>
<td>After Hours (5pm-8am)</td>
<td>$80</td>
</tr>
<tr>
<td>Mileage outside City Limits (Per R/O request or PD request back to Fountain Valley)</td>
<td>$10</td>
</tr>
</tbody>
</table>
Exhibit “A”
City of Fountain Valley
Official Police Impound and Garage Towing Service Contract
Contract #  

THIS CONTRACT ("Contract") is made and entered into November 1, 2020, by and between the City of Fountain Valley ("City"), a municipal corporation, and Best Towing & Transportation Services LLC, towing garage and impound service, having its principal place of business at 7472 Warner Avenue, Huntington Beach, CA 92647 ("Contractor").

WHEREAS, the City of Fountain Valley and the Fountain Valley Police Department desire to engage the services of an official police impound and garage towing service; and

WHEREAS, Contractor desires to provide official police impound and garage towing services to the City of Fountain Valley; and

WHEREAS, Fountain Valley Municipal Code Section 4.85.010 provides that the designation "official police impound and garage and towing service" shall be awarded by the Chief of Police upon recommendation of the Traffic Bureau based on findings of public need from among meritorious applications who have offered the required services and facilities; and

WHEREAS, the Chief of Police of the Fountain Valley Police Department, upon recommendation of the Traffic Bureau, finds a public need to engage the services of Contractor for a five-year period in accordance with Chapter 4.85 of the Fountain Valley Municipal Code; and

WHEREAS, the City does recover certain fees directly related to towing operations in compliance with Vehicle Code Section 12110, subds. (b); and

WHEREAS, the City does hereby further desire to enter into a mutual arrangement for Contractor's storage facilities in which City shall provide services in exchange for certain compensation that will pay for its administrative costs; and

WHEREAS, a City is authorized to operate its own impound yard pursuant to the authority of Vehicle Code Section 22850; and

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, City and Contractor mutually agree as follows:

1. Scope of Work.

A. Contractor agrees to provide official Police impound and garage towing services ("Services") for the City of Fountain Valley as requested by the Fountain Valley Police Department and in accordance with the provisions of the Fountain Valley Municipal Code, including Chapter 4.85, as the same may be amended from time to time.
Contractor agrees to keep fully informed and agrees to comply with all existing and future state, county and city laws affecting the towing and storage of vehicles.

B. Contractor desires City services related to its storage facility, and City is willing to provide those services in exchange for compensation and in lieu of City operating its own storage facility. City agrees to provide inspection services of the storage facility to ensure that it is operated in accordance with State Law and will assist in processing paperwork necessary for the storage and disposition of cars at the storage facility. City agrees to provide accounting services related to the storage operation. Contractor agrees to allow City access to the storage facility to perform accounting services subject to reasonable advance notice.

2. Compensation

A. As compensation for the above, Contractor shall be compensated by the registered or legal owner or representative in accordance with the rates as described in Exhibit A.

B. The parties have agreed that the services the City will provide shall approximate the costs recovered. As compensation for the services provided by the City, the City of Fountain Valley shall receive 50% of all storage fees collected by the Contractor for all vehicles impounded by the Police Department under California Vehicle Code Section 14602. 6, subdvs. (a)(1). The City shall also receive 50% of all gross receipts for vehicles impounded under CVC 14602. 6, subdvs. (a)(1), which are subsequently sold or transferred to another party pursuant to a lien sale. These fees shall not include costs designated as a lien processing fee, which fee is charged by the Contractor to recover costs it incurs from the private lien sale company they employ. Vehicles impounded by the Police Department as evidence holds shall be permitted a forty-eight (48)-hour grace period in which no fees are charged. After the forty-eight (48)-hour grace period, billing for evidence holds will be limited to no more than sixty (60) days of storage.

The Contractor shall remit these monies directly to the City on a monthly basis to the following address:

City of Fountain Valley  
Attention: Accounts Payable  
P. O. Box 8030  
Fountain Valley, CA 92708

The Contractor, with assistance from the City, shall keep complete and accurate records of all vehicles impounded at the request of the City and shall include the amount of charge on each vehicle. The report shall list the number of vehicles impounded at the request of the City that are sold through lien sale. The Contractor shall provide a monthly report to the Chief of Police or his designee within thirty calendar days after the end of each month containing the above information. The report shall be limited to vehicles impounded in the City.
The Contractor and the City shall maintain records of the times that calls for service are received, dispatched and the times the tow vehicles arrive on scene. The record system should be adequate to provide an inquiry with the following information: Locate vehicles from license plate only if the make, model, color, date and location of impound are unavailable.

The tow rates and storage fees for the City of Fountain Valley Official Police Tow Services are based on rates for comparable services from surrounding cities and their tow service providers. These rates may be reviewed annually on June 1 of each year. The Contractor must notify the Chief of Police or his designee in writing of any tow rate and storage fee increase request. The Fountain Valley Police Department will verify any increases are comparable to prevailing rates for comparable services in surrounding cities. Any disputes will be reconciled through a meeting between the Chief of Police or his designee and the Contractor owner. If the rate and the fee increases are verified, the new rates will take effect on July 1. In the event changes in State Law impact the storage and impound authority given to the Police, the provisions of this Contract will be renegotiated.

3. Term.

Designations as official police impound and garage and towing service shall be valid for five years, unless revoked sooner by the Chief of Police. Accordingly, this Contract shall take effect on November 1, 2020 and this designation shall expire on October 31, 2025, in accordance with Fountain Valley Municipal Code Section 4.85.010.

4. Independent Contractor.

Contractor's relationship to the City shall be that of an Independent Contractor. Contractor shall have no authority, expressed or implied, to act on behalf of the City as an agent or to bind the City to any obligation whatsoever, unless specifically authorized in writing by the City, as provided in the Fountain Valley Municipal Code. Contractor shall be solely responsible for the performance of any of its employees, agents or subcontractors under this Contract. Contractor shall report to the City any and all employees, agents and contractors performing work in connection with this Contract, and all shall be subject to the approval of the City. The City shall not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any Workers' Compensation insurance on behalf of Contractor. Contractor agrees to indemnify the City for any tax, retirement contribution, including any contribution to the Public Employees Retirement System (PERS), social security, overtime payment or Worker's Compensation payment which the City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this Contract.

5. Non-Discrimination.

Contractor agrees not to unlawfully discriminate in the employment of persons based on disability, race, color, national origin, ancestry, sex, sexual orientation or religion. A violation of this provision will subject Contractor to all of the penalties imposed by law. All facilities
shall comply with the Americans with Disabilities Act and all other applicable disabled access laws.

6. Indemnification.

Contractor shall be responsible for any damage to persons or property arising in connection with its performance of services rendered pursuant to this Contract. Contractor shall indemnify, defend and hold harmless the City and its officers, employees and agents ("Indemnities") from and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("Claims"), arising from Contractor's activities in the performance of the services under this Contract, including the terms of this Contract, excepting only those actions, claims, liabilities, obligations, judgments or damages arising out of the sole negligence of the City indemnities. In the event the City Indemnities are made a party to any action, lawsuit or other adversarial proceeding alleging negligent or wrongful conduct on the part of the Contractor:

A. The Contractor shall provide a defense to the Indemnities with attorneys reasonably acceptable to the City or at the City's option, reimburse Indemnities their costs of defense, including reasonable attorneys' fees, incurred in defense of such Claims, and

B. The Contractor shall promptly pay any final judgment or portion thereof rendered against the Indemnities.

7. Insurance.

Prior to the beginning of and throughout the duration of the Services, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Contract and which is applicable to a given loss will be available to City.

Contractor shall provide the following types and amounts of insurance:

A. Comprehensive Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Each such insurance policy shall:

i. Be issued to an insurance company which is admitted to do business in the State of California and has a rating in Best's Key Rating Guide of A:VII", or which is otherwise approved in writing by the City,
ii. Name and list as additional insured the City, its officers and employees and provide the City with an endorsement evidencing the same,

iii. Specify it acts as primary insurance,

iv. Include a clause that contains, substantially, the following words: "It is hereby understood and agreed that this policy may not be canceled nor materially changed except upon thirty days' prior written notice thereof given to the City by registered or certified mail," and,

v. Cover the operations of the Contractor.

Additionally, Contractor shall notify the City by registered or certified mail within fifteen days of any change which narrows or limits the scope of coverage provided. For purposes of this section, "scope of coverage" shall include the types of acts or omissions covered as well as the amounts of coverage provided.

B. Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

C. Comprehensive Automobile Liability Insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident. Each policy of insurance shall:

i. Be issued to an insurance company which is admitted to do business in the State of California and has a rating in Best's Key Rating Guide of "A:VII," or which is otherwise approved in writing by the City,

ii. Name and list as additional insured the City, its officers and employees and provide the City with an endorsement evidencing the same,

iii. Specify it acts as primary insurance,

iv. Include a clause that contains, substantially, the following words: "It is hereby understood and agreed that this policy may not be canceled nor materially changed except upon thirty days' prior written notice thereof given to the City by registered or certified mail."

D. Excess or Umbrella Liability Coverage (Over Primary) if used to meet limit requirements, shall provide coverage at least as specified for the underlying coverages. Such policy or policies shall include as insured those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Services. The scope of coverage provided is subject to approval of City.
Additionally, Contractor shall notify City by registered or certified mail within fifteen days of any change which narrows or limits the scope of any of the coverages provided. For purposes of this section, "scope of coverage" shall include the types of acts or omissions covered as well as the amounts of coverage provided.

8. Assignments.

No assignment by the Contractor of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by the City unless such assignment has had prior written approval and consent of the City.


The parties hereto agree that all formal notices required by this Contract may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

City: Chief of Police
      City of Fountain Valley
      10200 Slater Avenue
      Fountain Valley, CA 92708

Contractor: Best Towing & Transportation Services, LLC
            7472 Warner Avenue
            Hunting Beach, CA 92647

10. Effect of Invalidity.

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.


Contractor warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to City's employees, agents or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

12. Authority.

Each person signing this Contract warrants that they have the legal authority to sign on behalf of the entity they represent.
IN WITNESS HEREOF, the parties hereto have entered into this agreement the date and year first above written.

ATTEST:  

CITY OF FOUNTAIN VALLEY

City Clerk, Rick Miller  

Cheryl Brothers, Mayor

APPROVED AS TO FORM:  

HARPER & BURNS LLP

CONTRACTOR

By:  

Attorneys for the City  

Best Towing & Transportation Services, LLC  

City of Fountain Valley
Exhibit "B"
### Tow Truck Flat Rate

<table>
<thead>
<tr>
<th>Class</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A</td>
<td>$165</td>
</tr>
<tr>
<td>Class B</td>
<td>$175</td>
</tr>
<tr>
<td>Class C</td>
<td>$185</td>
</tr>
<tr>
<td>Class D (Hourly)</td>
<td>$226</td>
</tr>
</tbody>
</table>

### Storage per Day

<table>
<thead>
<tr>
<th></th>
<th>Outside</th>
<th>Inside</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle</td>
<td>$55</td>
<td>$59</td>
</tr>
<tr>
<td>Truck</td>
<td>$60</td>
<td>$65</td>
</tr>
<tr>
<td>Motorcycle</td>
<td>$37</td>
<td>$42</td>
</tr>
<tr>
<td><em>Vehicle stored as Evidence</em></td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td><em>Truck stored as Evidence</em></td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td><em>Motorcycle stored as Evidence</em></td>
<td>$10</td>
<td>$10</td>
</tr>
<tr>
<td>Oversized Vehicle (Box Truck RV, etc.)</td>
<td>$55</td>
<td></td>
</tr>
</tbody>
</table>

### Labor

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tow Dolly</td>
<td>$69</td>
</tr>
<tr>
<td>R &amp; R Linkage/Driveshaft</td>
<td>$59</td>
</tr>
<tr>
<td>Rollover</td>
<td>$69</td>
</tr>
<tr>
<td>Winching</td>
<td>$156</td>
</tr>
<tr>
<td>Hourly Labor</td>
<td>$165</td>
</tr>
<tr>
<td>Drop fee</td>
<td>$90</td>
</tr>
<tr>
<td>Hazmat</td>
<td>$116</td>
</tr>
<tr>
<td>After Hours (5pm- 8am)</td>
<td>$80</td>
</tr>
<tr>
<td>Mileage outside City Limits (Per R/O request or PD request back to Fountain Valley)</td>
<td>$10</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY RELATING TO THE CLASSIFICATION AND COMPENSATION PLAN FOR PART-TIME EMPLOYEES OF THE CITY AND SUPERSEEDING ALL PROVISIONS CONTAINED IN RESOLUTION NO. 9646 WHICH PERTAIN TO PART-TIME EMPLOYEES AND WORKERS’ COMPENSATION COVERAGE FOR VOLUNTEERS

WHEREAS, the City Council of the City of Fountain Valley has established the classification, compensation, and terms of employment of regular, permanent, full-time employees; and

WHEREAS, the City Council desires to establish the classification, compensation, and terms of employment of non-represented part-time employees and workers’ compensation coverage for volunteers by separate resolution; and

WHEREAS, the Healthy Workplaces/Healthy Families Act of 2014 (California Labor Code section 245-249) provides specified paid sick leave benefits to employees; and

WHEREAS, the City of Fountain Valley is hereby required to provide specified paid sick leave benefits to all employees including part-time employees currently not eligible for those benefits; and

WHEREAS, the provisions of the Healthy Workplaces/Healthy Families Act of 2014 will be included in the Memorandum of Understanding or City Council Resolution for all full-time employees and in this City Council Resolution for part-time employees.

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby RESOLVE as follows:

Section 1. Resolution No. 9646 is hereby repealed in its entirety.

Section 2. Applicability. The provisions of this resolution pertaining to classification, compensation, and terms of employment shall apply to any individual hired by
the City as a part-time employee, except as specifically provided to the contrary in other resolutions.

**Section 3. Classification and Compensation – Part-Time and Hourly Employees.**

A. Pursuant to the provisions of Fountain Valley Municipal Code Chapter 2.52, the following classifications for part-time employees are hereby established:

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>T38</td>
<td>Accounting Technician I</td>
</tr>
<tr>
<td>T39</td>
<td>Accounting Technician II</td>
</tr>
<tr>
<td>T06</td>
<td>Administrative Intern</td>
</tr>
<tr>
<td>T28</td>
<td>Administrative Intern- City Manager's Office</td>
</tr>
<tr>
<td>T29</td>
<td>Administrative Specialist①</td>
</tr>
<tr>
<td>T14</td>
<td>Customer Service Representative①</td>
</tr>
<tr>
<td>T15</td>
<td>Dispatcher①</td>
</tr>
<tr>
<td>T21</td>
<td>Dispatcher Trainee②</td>
</tr>
<tr>
<td>T22</td>
<td>Emergency Preparedness Assistant</td>
</tr>
<tr>
<td>T05</td>
<td>Engineering Technician I</td>
</tr>
<tr>
<td>T05</td>
<td>Engineering Technician II</td>
</tr>
<tr>
<td>T05</td>
<td>Engineering Technician III</td>
</tr>
<tr>
<td>T35</td>
<td>Fire Administrative Aide</td>
</tr>
<tr>
<td>T36</td>
<td>Firefighter Trainee②</td>
</tr>
<tr>
<td>T31</td>
<td>Graduate Intern</td>
</tr>
<tr>
<td>T18</td>
<td>Human Resources Coordinator</td>
</tr>
<tr>
<td>T25</td>
<td>Information Technology Technician</td>
</tr>
<tr>
<td>T10</td>
<td>Lifeguard</td>
</tr>
<tr>
<td>T33</td>
<td>Management Aide</td>
</tr>
<tr>
<td>T23</td>
<td>Management Intern</td>
</tr>
<tr>
<td>T17</td>
<td>Office Specialist I</td>
</tr>
<tr>
<td>T13</td>
<td>Office Specialist II</td>
</tr>
<tr>
<td>T37</td>
<td>Paramedic Trainee</td>
</tr>
<tr>
<td>T01</td>
<td>Police Recruit</td>
</tr>
<tr>
<td>T12</td>
<td>Police Reserve Officer②</td>
</tr>
<tr>
<td>T30</td>
<td>Police Services Officer</td>
</tr>
</tbody>
</table>
Corresponding hourly rates for these positions are shown in the City’s Salary Schedule.

1. These classifications are full-time positions filled on a part-time basis. The salary is subject to change by City Council Resolution when the full-time salary range for the position is adjusted.

2. Specified positions are established with only a single hourly rate.

The City Council hereby grants the City Manager with the authority to establish hourly rates for part-time employees as necessary.

B. In addition to the above part-time classifications, employees may be hired in any of the full-time classifications in the competitive service on a part-time basis. When an employee is employed in a full-time position on an hourly basis, the three-step range for the position shall consist of the hourly equivalent of the first three steps of the range for the classification and shall be added to the part-time salary table.

C. Employees classified as part-time are at-will and shall not be deemed regular, competitive service employees and shall not be entitled to any of the rights or benefits of such regular employees including, but not limited to, paid holidays and vacation, except as otherwise provided in this resolution or as mandated by State or Federal Law.


A. City employees in any of the classifications listed in Section 3 shall be considered part-time employees and shall be exempt from the provisions of the competitive
service for regular permanent employees, have no vested rights to their position, and serve at the pleasure of the employer.

B. When a part-time or hourly employee is hired, he/she shall be assigned to an authorized part-time or hourly position. The first step of the salary range is the normal hiring rate for any classification.

C. Evaluations. All part-time employees will receive written performance evaluations from their immediate supervisor according to the following schedule:

<table>
<thead>
<tr>
<th></th>
<th>Upon completion of six months of service.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Upon completion of 1,040 hours of service.</td>
</tr>
<tr>
<td>3</td>
<td>Upon completion of 2,080 hours of service.</td>
</tr>
</tbody>
</table>

D. Merit Increases. Part-time employees shall be eligible for advancement within their salary range based on completion of a specified number of hours of satisfactory service, as follows:

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1:</td>
<td>Entry level.</td>
</tr>
<tr>
<td>Step 2:</td>
<td>Eligible for advancement upon completion of 1,040 hours of satisfactory service.</td>
</tr>
<tr>
<td>Step 3:</td>
<td>Eligible for advancement upon completion of 2,080 hours of satisfactory service.</td>
</tr>
</tbody>
</table>

Advancement from one step to another shall be made only upon written recommendation of the employee’s supervisor and approval of the Department Director, in accordance with the criteria contained herein.

E. Salary Range Adjustments. Salary ranges for all part-time classifications will be adjusted in accordance with Section 3.A.

Section 5. Hours Worked Per Year. Part-time employees may work a maximum of 1,000 hours in a fiscal year. The City Manager may authorize specified part-time employees to work in excess of 1,000 hours depending upon the needs of the City.
Section 6. Uniforms. Part-time employees employed in the following classifications shall be entitled to uniforms or uniform allowances as indicated:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Uniform Provisions</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve Police Officers:</td>
<td>Newly hired employees shall receive a pro-rated allowance if they are hired after July 1 for that calendar year.</td>
<td>$200 per year</td>
</tr>
<tr>
<td>Dispatchers:</td>
<td>The allowance will be provided following 6 months of continuous service.</td>
<td>$100 per year</td>
</tr>
<tr>
<td>Police Cadet:</td>
<td>Uniforms provided</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Uniforms and allowances for part-time classifications not listed in this section shall be determined by the Department Director with the approval of the City Manager.

Section 7. Paid Sick Leave.

A. Paid Sick Leave Accrual. Pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code section 245-249), effective July 1, 2015, part-time employees accrue sick leave (pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code sections 245-240) at the rate of one (1) hour for every 30 hours worked up to a maximum of 24 hours per fiscal year. Part-time employees may begin using accrued sick leave on the 90th day of employment or later and may carry into the next fiscal year, up to 48 hours of accrued sick leave.

B. Sick Leave Usage. Part-time employees can use accrued sick leave for themselves for preventative care (such as physical exams) or care of an existing health condition.

C. Family Sick Leave. Part-time employees can use accrued sick leave for the diagnosis, care or treatment of an existing health condition of, or preventative care for family members. In this section, the term “family members” means any of the following:

A child (biological, adopted, foster child, step child, legal ward or a child to whom the employee stands in loco parentis) regardless of age or dependency status.
A biological, adoptive, or foster parent, step parent or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child.

A spouse.

A registered domestic partner.

A grandparent.

A grandchild.

A sibling.

Individuals who live in the same household or whose relationship to the employee is that of a dependent or near-dependent.

D. Other Sick Leave. Part-time employees can use sick leave for specified purposes if they are victims of domestic violence, sexual assault or stalking as set forth in California Labor Code section 230(f) and 230.1(a).

E. Sick Leave at Separation. There is no provision for payout of any unused accrued sick leave at separation.

F. Reinstatement of Accrual Upon Rehire. In accordance with California Labor Code section 245 et seq., should a part-time employee separate from employment with the City of Fountain Valley, and then return to City employment within one year from the date of separation, the employee’s accrued, unused sick leave hours at the time of separation up to the maximum of 48 hours shall be reinstated upon re-hire.

Section 8. Volunteers.

A. Volunteer Defined. A volunteer is a person who performs voluntary service without pay for a public agency in accordance with Labor Code Section 3363.5. Voluntary service without pay shall include services performed by any person who receives no remuneration other than meals, transportation, lodging or reimbursement for incidental expenses.

B. Volunteers as specified in this section are “employees” as that term is defined in the Workers’ Compensation provisions of the California Labor Code and are entitled to all of the benefits thereof as provided by Labor Code Section 3363.5. The designation of employee shall be confined to the election authorized by Section 3363.5 for Workers’
Compensation benefits and said volunteers shall not be considered “employees” of the City for purposes unrelated to the Workers’ Compensation provisions of the California Labor Code.

C. Volunteers include but are not limited to:

<table>
<thead>
<tr>
<th>City Commission and Committee Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disaster Service Workers</td>
</tr>
<tr>
<td>Fire Inspection Reserve Senior Task Force (F.I.R.S.T.)</td>
</tr>
<tr>
<td>Fire Reserves</td>
</tr>
<tr>
<td>Other volunteers as determined by the City Manager</td>
</tr>
<tr>
<td>Police Academy Students that have entered into agreement with the City</td>
</tr>
<tr>
<td>Police Chaplains</td>
</tr>
<tr>
<td>Police Explorers</td>
</tr>
<tr>
<td>Police Reserve Officer</td>
</tr>
<tr>
<td>Radio Amateur Civil Emergency Services (RACES)</td>
</tr>
<tr>
<td>Retired Senior Volunteer Program (RSVP)</td>
</tr>
<tr>
<td>Senior Center volunteers</td>
</tr>
</tbody>
</table>


A. Avoidance of Inequities. The City Manager is authorized to issue written administrative regulations designed to augment or clarify the provisions of this resolution.

B. COVID Thank You Leave. Part-time employees will have COVID Thank You Leave added to an Administrative Leave bank. The COVID “Thank You” leave has no cash value and expires on December 31, 2021. Any unused leave after that date will be forfeited by the employee. Thank You leave eligibility is determined by the number of hours the part-time employee worked starting March 7, 2020 and ending June 12, 2020 and will be deposited as follows:

\[201+ \text{ hours worked}\]: Employees who worked 201 or more hours during the aforementioned period will have 10 hours of Thank You leave added to the Administrative Leave Bank.
90 to 200 hours worked: Employees who worked between 90 to 200 hours during the aforementioned period will have 5 hours of Thank You leave added to the Administrative Leave Bank.

Section 10. Effective Date. Except as otherwise specified to the contrary in this resolution, all provisions shall be effective as of October 20th, 2020.

PASSED AND ADOPTED by the City Council of the City of Fountain Valley at a regular meeting this 20th day of October, 2020.

Cheryl Brothers, Mayor

ATTEST:

________________________
Rick Miller, City Clerk Administrator

APPROVED AS TO FORM:

HARPER & BURNS LLP

________________________
Colin Burns, Attorneys for the City