CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
METROPRO ROAD SERVICES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and METROPRO ROAD SERVICES, INC., a California corporation and licensed automobile towing service ("Contractor").

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor's Proposal, attached hereto as Exhibit "A," and the City of Costa Mesa Police Department Tow Policy Guidelines and Requirements, attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

1.9. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be

returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. No Compensation to Contractor by City.

(a) City will not compensate Contractor for the towing services provided pursuant to this Agreement. Towing and storage fees will be paid to Contractor solely by the responsible party (vehicle owner) in accordance with the towing and storage rates established by City Council resolution.

(b) Contractor shall charge responsible parties at or below the towing and storage rates established by the City Council.

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

2.3. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on June 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended for one (1) additional one (1) year period upon mutual written agreement of both parties.

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

services under this Agreement unless directed otherwise by the City.

5.0. INSURANCE

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

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Garage liability insurance, including all premises and operations, for bodily injury and property damage, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence.

(e) Garage keeper's legal liability insurance for vehicles in the care, custody and control of the Contractor, with a single limit of not less than One Hundred Thousand Dollars ($100,000.00) per occurrence.

(f) On-Hook/Cargo Insurance Coverage with policy limits based on the size of the tow truck:

a. Class A tow truck	$50,000
b. Class B tow truck	$100,000
c. Class C tow truck	$200,000
d. Class D tow truck	$250,000

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

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed

boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals,

directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONTRACTOR:

MetroPro Road Services, Inc.
2550 S. Garnsey St.
Santa Ana, CA 92707
Tel: (714) 556-7600
Attn: Jody Campbell

IF TO CITY:

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

Courtesy copy to:

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

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

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

6.7. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

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

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

worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CONTRACTOR

Signature

Date: 5-8-17

BRADLEY T HUMPHREYS
[Name and Title] PRES

33-0697382
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Thomas R. Hatch
City Manager

Date: 5/19/17

ATTEST:

Brenda Green

Brenda Green
City Clerk

APPROVED AS TO FORM:

Thomas Duarte
City Attorney

Date: 05/16/17

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: 5/10/17

APPROVED AS TO CONTENT:

Victor Bakkila
Project Manager

Date: 5-10-17

DEPARTMENTAL APPROVAL:

Robert Sharpnack
Police Chief

Date: 5/15/17

APPROVED AS TO PURCHASING:

Stephen Dunivent

Stephen Dunivent
Interim Finance Director

Date: 5.17.17

EXHIBIT A

CONTRACTOR'S PROPOSAL

Response to:

City of Costa Mesa

Request For Proposals

RFP No. 17-06

For Police Towing Services

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MetroPro Road Services, Inc.
2550 S. Garnsey Street
Santa Ana, CA 92707

(714) 556-7600
Fax (714) 556-0464

February 14, 2017

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Madam or Sir:

MetroPro Road Services, Inc. ("MetroPro") is pleased to provide the following proposal in response to the City of Costa Mesa Request for Towing Services RFP No. 17-06, ("RFP"). MetroPro has proudly served the City of Costa Mesa ("City"), its police department and community as an official police tow provider for over 40 years.

This proposal will specifically address MetroPro's Method of Approach to the Scope of Work ("SOW") as defined in the Police Tow Policy Guidelines and provide an outline of our company's unique attributes. Upon review of this proposal, we are confident the City will recognize MetroPro as the most qualified tow contractor to serve as its official police tow operator.

The following Executive Summary will provide an overview of the Proposal and summarize some of MetroPro's unique credentials:

Executive Summary

- Qualifications. MetroPro has a 50 year history of providing the highest level of service to public agencies in Orange County, including serving the Costa Mesa Police Department ("CMPD") since 1975.

- Knowledge of the Scope of Services. MetroPro offers a distinctive depth of experience in responding to over 3,000 calls per month through our numerous law enforcement and AAA contracts with an average response time of under 12 minutes.

- Equipment. MetroPro's 24 unit towing fleet is meticulously maintained by our in-house mechanics. All units receive annual level one CHP inspections and daily pre-shift inspections by MetroPro's staff.

- Facilities. MetroPro's offers two secure, professionally maintained and customer-friendly impound facilities meeting all City and SOW requirements. The primary and secondary facilities offer the largest amount of indoor and outdoor storage space available by any Proposer.

- Technology. MetroPro utilizes the most advanced towing/dispatch/inventory software system on the market. MetroPro will provide the City with direct internet access to MetroPro's dispatch screen and all CMPD vehicle records on a real-time basis and at no cost to the City. Additionally, this system will provide easy access to all City-required reports and auditing.

- Training. MetroPro's provides the most comprehensive training programs of any Proposer for its drivers and customer service personnel.

- Community Involvement. MetroPro has a long tradition of supporting various Costa Mesa community events and organizations. MetroPro has made generous financial contributions, donated equipment and our employees have volunteered for numerous civic events and organizations.

MetroPro looks forward to continuing our longstanding history of serving the City of Costa Mesa, its police department and community.

Respectively Submitted,

Jody Campbell

Brad Humphreys

Vendor Application Form and Appendix B Forms

VENDOR APPLICATION FORM
FOR
RFP NO. 17-06
TOWING SERVICES

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: MetroPro Road Services, Inc.

Contact Person for Agreement: Jody Campbell

Corporate Mailing Address: 2550 S. Garnsey St.

City, State and Zip Code: Santa Ana, CA 92707

E-Mail Address: jcampbell@metro-pro.com

Phone: 714-556-7600 Fax: 714-556-4100

Contact Person for Proposals: Jody Campbell

Title: Officer E-Mail Address: jcampbell@metro-pro.com

Business Telephone: 714-556-7600 Business Fax: 714-556-4100

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

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

Names	Title	Phone
Brad Humphreys	President	714-556-7600
Jody Campbell	Vice President	714-556-7600

Federal Tax Identification Number: 33-0697382

City of Costa Mesa Business License Number: 39912

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

City of Costa Mesa Business License Expiration Date: 9/30/2017

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 17-06 TOWING SERVICES** at any time after **January 25, 2017.**

Signature

Date: February 14, 2017

Jody Campbell
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **January 25, 2017** with a City Councilmember concerning **RFP No. 17-06 TOWING SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ **No** _X_

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: MetroPro Road Services, Inc.

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

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

Business Address: 9 7 W. 17th St., Costa Mesa, CA 92627
Website Address: www.metro-pro.com

Telephone Number: 714-556-7600 Facsimile Number: 714-556-4100

Email Address: jcampbell@metro-pro.com

Length of time the firm has been in business: 51 years Length of time at current location: 40 years

Is your firm a sole proprietorship doing business under a different name: _____ Yes X No
If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: X Yes _____ No If yes, State of Incorporation: California
Federal Taxpayer ID Number:
33-0697382
Regular business hours: Monday-Friday, 8:00am-5:00pm
Regular holidays and hours when business is closed:
All federally recgonized holidays

Contact person in reference to this solicitation:
Jody Campbell

Telephone Number: 714-556-7600 Facsimile Number: 714-556-4100

Email Address: jcampbell@metro-pro.com

Contact person for accounts payable:
Jordana Lehmeier

Telephone Number: 714-556-7600 Facsimile Number: 714-556-4100

Email Address: jlehmeier@metro-pro.com

Name of Project Manager: Jody Campbell

Telephone Number: 714-556-7600 Facsimile Number: 714-556-4100

Email Address: jcampbell@metro-pro.com

COMPANY PROFILE & REFERENCES
(Continued)

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

Company Name: Santa Ana PD Telephone Number: 714-245-8209

Contact Name: Corporal Matt Wharton Contract Amount: $500,000

Email: mwharton@santa-ana.org

Address: 60 Civic Center Plaza, Santa Ana, CA 92701

Brief Contract Description: Police towing and storage services

Company Name: Tustin PD Telephone Number: 714-573-3200

Contact Name: Srgt. Ryan Coe Contract Amount: $300,000

Address: 300 Centennial Way, Tustin, CA 92780

Email: RCoe@tustinca.org

Brief Contract Description: Police towing and storage services

Company Name: Irvine PD Telephone Number: 949-279-4704

Contact Name: Officer Scott Crones Contract Amount: $500,000

Email: scrones2ci.irvine.ca.us

Address: 1 Civic Center Plaza, Irvine, CA 92606

Brief Contract Description: Police towing and storage services

Company Name: Newport Beach PD Telephone Number: 949-644-3744

Contact Name: Lt. Tom Fischbacher Contract Amount: $400,000

Address: 870 Santa Barbara Dr., Newport Beach, CA 92660

Email: tfischbacher@nbpd.org

Brief Contract Description: Police towing and storage services

Company Name: CHP Telephone Number: 714-567-6000

Contact Name: Officer Randy Hivner Contract Amount: $150,000

Email: rhivner@chp.ca.gov

Address: 2031 East Santa Clara, CA 92705

Brief Contract Description: Police towing and storage services

STAFFING PLAN

1. **Primary Staff to perform work under this Agreement**

Name	Classification/Title	Years of Experience
Brad Humphreys	President	25
Jody Campbell	Vice President	25
Jean Noutary	General Manager	45
Mike Gardner	Manager	30
Mike Kirkland	Manager	45
Toni Berchiolli	Dispatch Manager	40

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

Name	Classification/Title	Years of Experience
Candice Madrid	Lead Dispatcher	25
Rochelle Jones	After-Hours Lead Dispatcher	20

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

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

GENERAL QUESTIONNAIRE/REQUIREMENTS FOR TOWING SERVICES

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

Yes	No	Tow Service Requirements
[X]	[ ]	1. Towing Services are available on a 24 hour/7 days a week basis?
[X]	[ ]	2. Do you have a valid and current DMV Certified California Motor Carrier Permit? **If yes, give ID #_0180898_____
[X]	[ ]	3. Is business office located within a five (5) mile radius from the Costa Mesa Police Department? Please provide your business address and distance in miles from Costa Mesa Police Station. Please see response on attached pages
[X]	[ ]	4. Towing company is able to respond to normal towing requests within 15 minutes and within 45 minutes when a heavy duty (Class C) or super heavy duty (Class D) tow is required. **If not, please explain. _____
[X]	[ ]	5. Do you participate in the DMV Employer Pull Notice (EPN) Program? **If yes please provide explain. Please see response on attached pages

Yes	No	Tow Yard Requirements
[X]	[ ]	6. Does your storage area meet the requirements in the Tow Police Guidelines and Requirements (pages 5-7)? **If no, please explain. _____
[X]	[ ]	7. Is storage facility accessible twenty-four (24) hours a day, seven (7) days a week? **If not, explain. _____
[X]	[ ]	8. Do you have a secondary storage facility? **If yes, give facility address(es) and distance in miles from business office and from Costa Mesa Police Facility. Please see response on attached pages **Where will you store vehicles towed or impounded from Costa Mesa under this contract? Please provide address. Please see response on attached pages
[X]	[ ]	9. Does your evidence hold area meet the requirements in the Tow Police Guidelines and Requirements (pages 6-7)? **If no, please explain. _____
[X]	[ ]	10. Do you own one or have access to an agreement with another company for one (1) Class C and one (1) Class D tow truck? **If yes, please provide specific information Please see response on attached pages

Yes	No	Business Office
[X]	[ ]	11. Do you have a full-time manager that has a minimum of two (2) years verifiable for hire towing experience in the County of Orange? Please provide proof. Please see response on attached pages
[X]	[ ]	12. Are signs that identify business to the public as a tow service visible and legible from the street during daylight and evening hours?
[X]	[ ]	13. Are business hours and fees pertaining to tow service, storage charges, and miscellaneous related charges posted for public view in an unobstructed area inside the office?
[X]	[ ]	14. Does business provide a number to call for service when the office is closed? If yes, please provide an explanation of procedure. Please see response on attached pages
[X]	[ ]	15. Does your business have a reliable communication system in place that enables requests for service 24 hours a day/7 days a week? **If yes, please explain what this system is. Please see response on attached pages
[X]	[ ]	16. Is the telephone number answered by a live voice that can respond to customers and attend to their requests after normal business hours including weekends and holidays? Provide details. Please see response on attached pages
[X]	[ ]	17. Does business have a procedure to train its employees on company policy, customer service, handling transactions related to towing, storage, and release of property and/or vehicles, customer service? **If yes, please provide an explanation of procedure. Please see response on attached pages

Yes	No	Tow Truck Drivers
[X]	[ ]	18. If you are the owner, do you have a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? **Provide additional information for consideration. Please see response on attached pages
[X]	[ ]	19. Do you have a full-time driver that has a minimum of two (2) years verifiable for hire towing experience in the County of Orange? **If yes, how many drivers do you have that have the minimum two (2) years verifiable for-hire towing experience in the County of Orange? 25
[X]	[ ]	20. Do you have at least one (1) driver who has five (5) verifiable years for hire salvage and recovery experience? **If yes, how many drivers with five (5) verifiable years for hire salvage and recovery experience do you have? 3
[X]	[ ]	21. Are Tow Truck Drivers at least twenty-one years with the proper licenses and medical certificates?
		22. Provide a picture of employee in uniform. See Attachment 1

Yes	No	Tow Truck Drivers Training
[X]	[ ]	23. Does business have a procedure to train its truck drivers in the proficient use of the tow truck and related equipment and in performing towing and recovery operations in a safe and expedient manner? **If yes, explain procedure. Please see Exhibit 3

Yes	No	Tow Truck Classifications and Equipment
[X]	[ ]	24. Class A: Light Duty – Does business have a minimum of two (2) operational tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of 10,000 to 19,500 with wheel lift capability or car carrier? If yes, how many? Provide specific details. 22
[ ]	[X]	25. Class A: 4WD – Does business have 4-wheel drive tow trucks with a manufacturer's GVWR of *less than* 14,000 lbs? _____ If yes, how many? _____
[X]	[ ]	26. Class B: Medium Duty – Does business have a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 26,001 lbs.? Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?) Please see response on attached pages
[ ]	[X]	27. Does business have any Class B tow truck(s) not equipped with portable tow dollies? If yes, how many? (Trucks not equipped with portable tow dollies are allowed to operate on a Class A rotation tow list if available 24 hours a day/7 days a week.)
[X]	[ ]	28. Class C: Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 48,000 lbs. that can respond within 45 minutes? Own vehicle X Has access to_____ Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?) Please see response on attached pages
[X]	[ ]	29. Class D: Super Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a GVWR of at least 52,000 lbs. that can respond within 45 minutes? Own vehicle _____ Has access to X Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?) Please see response on attached pages
[X]	[ ]	30. Does business maintain and equip tow trucks with auxiliary equipment to be used when appropriate in order to properly and safely tow vehicles? Please provide details. Please see page 13 of this Proposal
[X]	[ ]	31. Is a comprehensive and current pricing sheet for services maintained in all tow trucks?

Yes	No	Financial Interest
[ ]	[X]	32. Do you own more than 50% of another tow business or are you the parent or subsidiary of another towing company? **If yes, list other business(es), include city, state, and ownership capacity, e.g., owner, subsidiary, etc._____
[ ]	[X]	33. Are you directly involved with any other towing business? **If yes, list other business(es) and your involvement, e.g., owner, subsidiary, etc.
[ ]	[X]	34. Are you directly or indirectly associated with a company providing private security services? **If yes, please identify and provide details.
[ ]	[X]	35. Are you associated with any other towing service company that may participate in this RFP? **If yes, please provide details.

Yes	No	Records
[X]	[ ]	36. Are all originals records of business transactions retained on-site? **If no, explain where records are kept and give location name and address.
[X]	[ ]	37. At a minimum, do business invoices include vehicle description, service begin and end time, type of service, location of service, itemized cost breakdown of service, driver's name, and type of tow truck used? **Please attach a blank original invoice. Please see Attachment 2

Additional Responses
General Questionnaire/Requirements for Towing Services

Item 3. Primary businesses office:
957 W. 17th St., Costa Mesa; 2.7 mi. from CMPD

Item 5. All MetroPro employees are enrolled in the DMV Employer Pull Notice Program.

Item 8. Secondary impound facility:
2550 S. Garnsey St., Santa Ana; 3.6 mi. from CMPD

All CMPD stored/impounded vehicles will be stored at MetroPro's primary impound facility at 957 W. 17th St., Costa Mesa. Vehicles may be stored at MetroPro's secondary facility at the request and permission of CMPD for special circumstances or as needed.

Item 10. MetroPro owns a Class C tow truck and will subcontract the services of a Class D tow truck to G&W Towing.

Item 11. MetroPro has a full-time General Manager, Ms. Jean Noutary. Ms. Noutary has been working in the Orange County towing industry since 1965, and General Manager for all MetroPro affiliated companies since 1985.

Mr. Mike Gardner has served as the Manager of MetroPro's Costa Mesa facility overseeing its day-to-day operations since 2000.

Item 14. MetroPro's public telephone number is prominently displayed on the exterior of the impound facilities premises, on all tow trucks, website and all marketing materials. This number is answered 24/7 by MetroPro in-house dispatch. MetroPro never forwards its telephone lines to outside "answering services" or to message machines.

Item 15. MetroPro 24/7 dispatch center utilizes the Lucent Merlin Legend telephone system, known for its reliability. MetroPro has 23 telephone lines so customers never receive a busy signal. Additionally, MetroPro has dedicated telephone lines for the sole use of CMPD dispatch requests, numbers which are not provided to the public and only known by CMPD dispatch. In the event of a power failure of any length, the computer systems, telephone systems, radio systems and critical lighting systems are supported by an uninterrupted power supply for an extended period of

time before switching to generator power for as long as necessary. MetroPro personnel are trained to immediately implement our backup power plan in the event of a power failure.

Item 16. MetroPro's phone lines are always answered by a live dispatcher or customer service attendant from MetroPro 24/7 dispatch center.

Item 17. Please refer to page 6 of this Proposal for details of our detailed customer service training.

Item 18. MetroPro's corporate officers, Mr. Brad Humphreys and Mr. Jody Campbell, each have over 25 years of experience as owners and operators of police towing companies.

Item 23. Please see Exhibit 3 for MetroPro's driver's training curriculum.

Item 26. MetroPro's Class B medium duty tow truck is a 2011 Ford F750 with a GVWR of 33,000 lbs. The truck is equipped with air brakes, a tractor protection valve and is capable of providing and maintaining continuous air to the towed vehicle. This equipment complies with all Class B equipment requirements identified in the Tow Police Guidelines and Requirements.

Item 28. MetroPro's Class C heavy duty tow truck is a 1991 Peterbuilt 370 with a GVWR of 52,000 lbs. The truck is equipped with air brakes, a tractor protection valve and is capable of providing and maintaining continuous air to the towed vehicle. This equipment complies with all Class C equipment requirements identified in the Tow Police Guidelines and Requirements..

Item 29 MetroPro has access to a Class D tow truck via its subcontractor, G&W Towing. This equipment complies with all Class D equipment requirements identified in the Tow Police Guidelines and Requirements.

ATTACHMENT B
COST PROPOSAL
FOR
TOWING SERVICES

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

DESCRIPTION	RATE
Towing	
Basic Tow	$ 171.00
Flatbed or Medium Duty Tow	$ 192.00
Heavy Duty Tow	$ 308.00
Motorcycle Tow	$ 192.00
Storage	
Outside Storage Car	$ 42.00 per day
Inside Storage Car	$ 59.00 per day
Outside Storage Truck	$ 53.00 per day
Inside Storage Truck	$ 59.00 per day
Motorcycle Storage	$ 23.00 per day
Labor	
Tow Dolly	$ 53.00
R&R Linkage/Driveshaft	$ 26.00
Rollover/Winching	$ 59.00
Hourly Labor	$ 171.00
After Hour Release (Before 8:00 a.m. and after 5:00 p.m.)	$ 53.00
Service Call - minimum	$ 74.00
On-Scene Release	$ 85.00

Total Estimated Annual Price	$ 464,406**

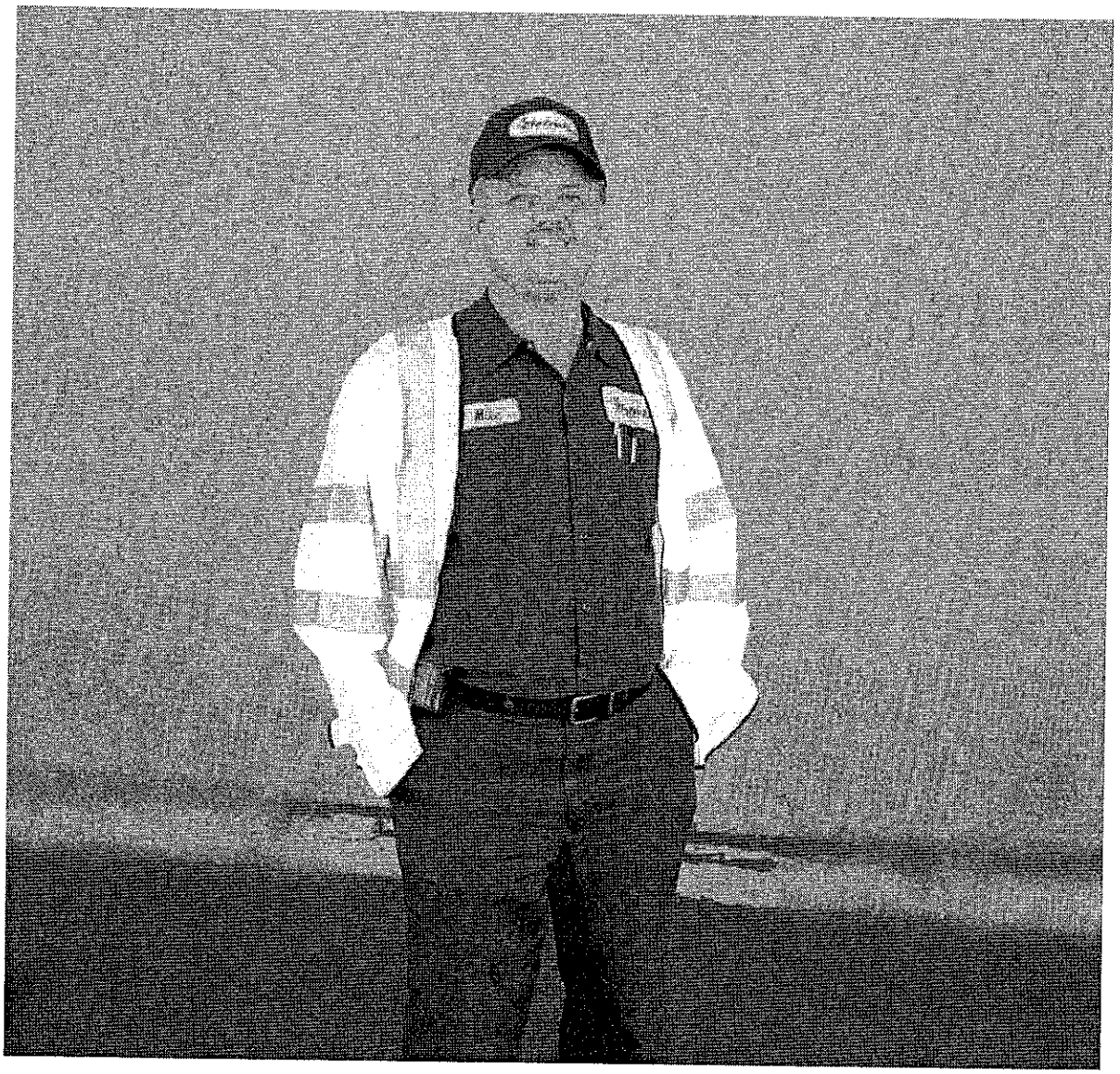
Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

**

Total Estimated Annual Price to vehicle owners of towed/stored/impounded vehicles based on CMPD historical information contained within the RFP- $464,406

Total Estimated Annual Price to the City- $0

MetroPro Uniform



Attachment 1

4 MetroPro Costa Mesa
Motor Carrier #0180898
957 West 17th Street
Costa Mesa, CA 92627
Phone: (714) 556-7600

Call Receipt

Tow Ticket #: 231701C
Completion Date: 2/6/2017

Customer: Costa Mesa Police Department

Vehicle: 2003 Toyota Camry Grey Four Door
VIN: [redacted]751754
Odometer:
Tag: CA 5D[redacted]
Owner Name: Unknown Registration

Towed From: Fairview & So Coast Dr, Costa Mesa, CA
Towed To: 957 W 17th St, Costa Mesa, CA
Date Into Lot: 02/04/17 17:23 **Date Out:** 02/06/17 10:54
Lot Location: H1 Costa Mesa
Control Customer: Costa Mesa Police Department **Police #:** 17-01652
Dispatched: 02/04/2017 16:08:04 **Arrived:** 02/04/2017 16:20:43

Call Taken/Appointment 02/04/17 16:07
Stop Billing Date:
Released By: mg
Elapsed Time (mins.): 76
Completed: 02/04/2017 17:23:29

Tow Charges	
Towing - LD	171.00
City Release Fee - CMPD	200.00
Storage Charges	
Storage - Vehicle Outside	126.00
3.00 Day(s) @ $42.00/Day	
Sub Total ($):	497.00
Tax ($):	0.00
Total Price ($):	497.00
02/06/17 10:55 **Cash Payment ($):**	(497.00)
Amount Due:	$0.00

Released To: [redacted],

"Upon request, you are entitled to receive a copy of the Towing Fees and Access Notice."

Disclaimer: I hereby state that I am legally entitled to the above described vehicle and its contents and assume all responsibility for same. 4 MetroPro Costa Mesa will not assume any liability for a vehicle prior to their physical possession or after their release of the vehicle. I have read and understand this statement.

Customer Signature X_____

2/10/2017 10:18 AM

Attachment 2

Background and Project Summary

MetroPro Road Services, Inc. ("MetroPro") has served as an official police tow provider for the City of Costa Mesa ("City") since 1975 and is distinctly aware of the responsibilities and requirements necessary to provide Police Towing and Storage services for the City in accordance with the Police Tow Policy guidelines and Requirements ("Tow Guidelines").

MetroPro understands that the City requires their tow provider to respond immediately and promptly provide towing services for vehicles to be taken into custody, when such service is called for by the Costa Mesa Police Department ("CMPD"). Further, the towing services to be performed will include, but are not limited to, towing services for vehicles involved in accidents or disabled by other causes, impeding the flow of traffic, impound for evidence, abandoned in public places or on private property, and for any other reason within the jurisdiction of the CMPD. MetroPro understands that such services need to be provided 24 hours a day, 7 days a week ("24/7") and performed in a prompt, efficient, and orderly manner.

Method of Approach

MetroPro's approach to meeting the requirements of the SOW fall into the following business operating categories:

Management. MetroPro's management structure will provide direction, education/training and organization to accomplish the SOW.

Personnel. MetroPro will insure that the appropriate personnel are hired, educated and trained on meeting the requirements of the SOW.

Operations. MetroPro will insure that its equipment, facilities and operating systems are properly implemented to serve the SOW.

The City's tow operator is often perceived as a representative or agent of the City during its performance of police-directed towing and storage services. MetroPro will present the utmost in professionalism in its performance in the SOW for the City.

Management

MetroPro's management team is distinctly qualified to provide professional police towing and storage services. Specific to the City's needs, MetroPro's management objectives will be accomplished through the following guidelines:

- MetroPro's Executive Officers, Jody Campbell and Brad Humphreys, will be available at all times for the CMPD and will be responsible for MetroPro's contract administration and compliance. Both Officers have over twenty years experience as owners and operators of police tow companies. In the event of an emergency, Mr. Campbell and Mr. Humphreys may be reached 24/7 at (714) 556-7600.

- MetroPro's General Manager Jean Noutary and on-site Manager Mike Gardner provide 24/7 supervision of all operations and insure all employees are educated in the SOW. Ms. Noutary and Mr. Gardner have 30 and 25 years, respectively, in managing towing operations.

Personnel

MetroPro realizes the most important aspect of our service is the quality and competency of our personnel. MetroPro is committed to a philosophy of hiring the most qualified people, providing thorough, consistent, on-going training and creating a workplace environment to support and encourage long-term employees.

Screening

In order to perform our due diligence, MetroPro extensively screens each employee prior to hiring. All employees compliant with provisions of CMPD SOS for Tow Truck Driver requirements. Additionally, all employees are subject to a variety of job specific exams, tests, background checks and registrations. MetroPro Road Services has a zero-tolerance drug policy. All employees are subject to drug tests throughout their tenure with the company. The New Hire Checklist (Exhibit 1) lists the various steps a prospective employee must accomplish prior to being hired.

Departmental Training

Once hired, MetroPro's employees are trained in department-specific programs, versed on the CMPD Tow Guidelines and are administered the company's Employee Handbook. Exhibit 2 provides the MetroPro Employee Handbook's Table of Contents to illustrate the depth of this manual.

Tow Truck Drivers

All tow truck drivers complete graduated levels of training during the initial stages of employment, in addition to continuing education training required at periodic intervals throughout their career. Training addresses all aspects of the tow driver's responsibilities, including, paperwork, maintenance, company polices, towing procedures and appropriate customer service for customers/client agencies. Each driver completes over 125 hours of education at the conclusion of their training period. This extensive amount of training is unmatched by any other Proposer. Drivers training curriculum can be found in Exhibit 3.

Customer Service Personnel

All Customer Service personnel attend a comprehensive customer service training program called Creating Amazing Relationships Everyday, or C.A.R.E available through our affiliation with the ACSC. The goal of this program is to achieve Total Customer Satisfaction by helping our employees develop and fine-tune skills and techniques to meet the challenge of making a human connection with every customer. Our employees are taught various customer service skills tailored to the towing industry, including being solution oriented, courtesy/sympathy/understanding, voice tone and greeting, mirroring, rapport building, telephone etiquette, handling difficult situations, listening versus hearing, among many other skills to achieve to achieve Total Customer Satisfaction.

Operations

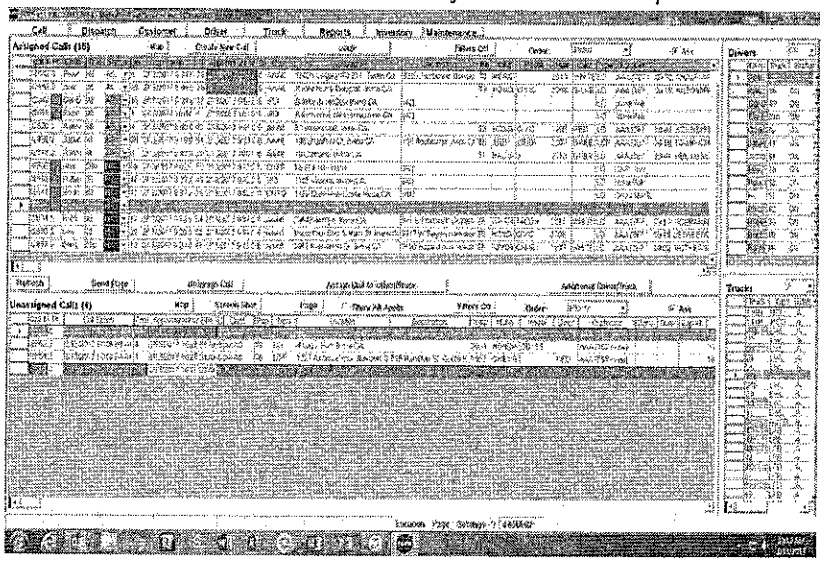
MetroPro maintains the highest quality and most state-of-the-art equipment, facilities and technology. These qualities are detailed on pages 12-14 of this proposal.

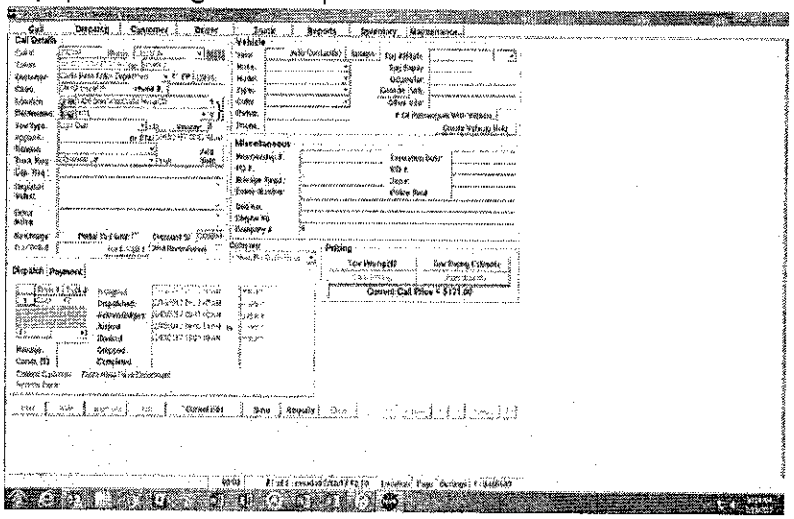
Execution of the Scope of Work for CMPD Towing Services

The practical application of MetroPro's Work Plan to implement the SOW is best demonstrated in illustrating a typical response to an CMPD call for service. This following example will detail MetroPro's thorough understanding of the Scope of Work and provide a "Layman" explanation of the police towing and storage process:

Receipt of Call

New calls for CMPD tow requests will be received 24/7 either by MetroPro dispatchers via dedicated telephone lines, or electronically via MetroPro's robust dispatch and inventory software, Towing Operations Software ("TOPS"). The call data is entered directly into the TOPS Call Screen, at which point TOPS simultaneously assigns a unique, system-generated Call Number and time stamps the Call Record as *Assigned*. The *Assigned* time is defined as the time at which the City assigns the call to MetroPro. The Call Screen is where all calls begin and end in the TOPS system. Limited call information is typically available at the initial request; at a minimum, MetroPro dispatchers are trained to obtain a good call location and ascertain whether any special equipment might be required.

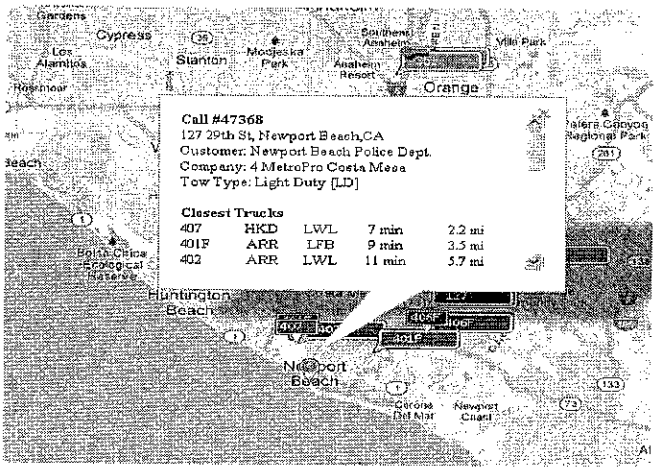


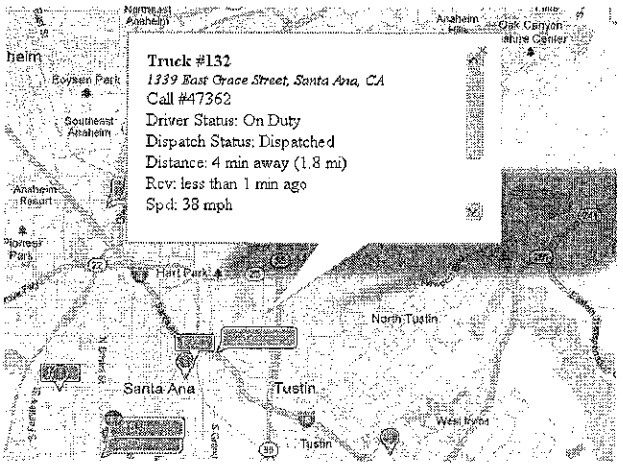


Dispatch of Call

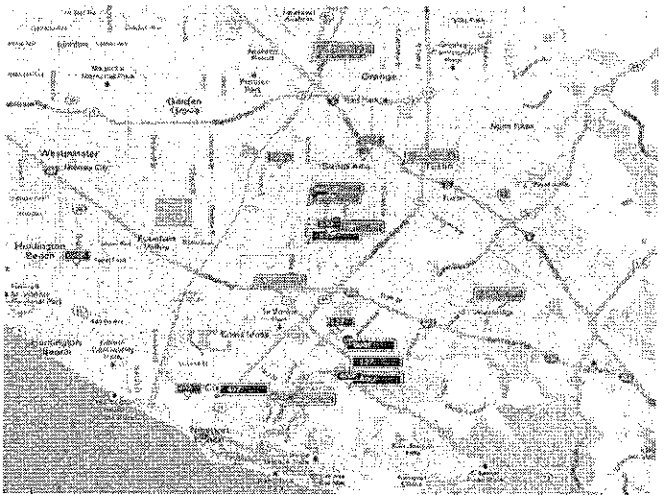
The decision made at the point of dispatch of a call is the single most important factor toward a prompt response. Once the call is *Assigned*, MetroPro's dispatcher immediately distributes the call to the appropriate tow truck/driver in optimal position to provide the best possible response. All truck's locations are identified via GPS on separate monitor in the dispatch center. Upon receipt of the call, the

dispatch can quickly identify the nearest available truck to respond. This function is executed in the TOPS Dispatch Screen. Trucks/drivers are dispatched via two-way radio in addition to





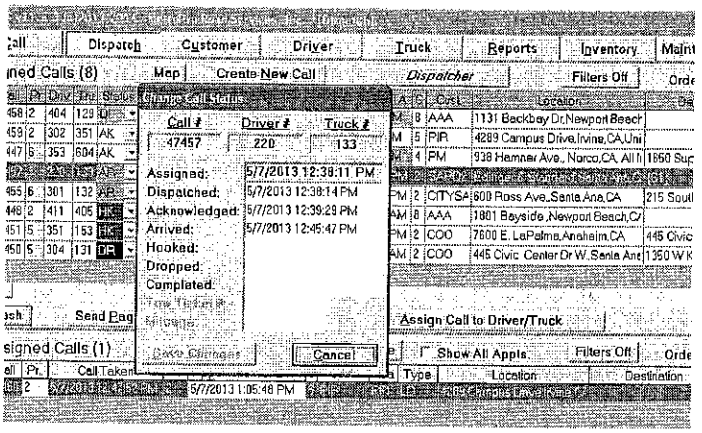
receiving an electronic transmission to their web enabled mobile device This electronic transmission acts to reinforce the verbal radio transmission and ensures the driver has written reference and confirmation regarding the exact location of the call and any other relevant information. The TOPS Dispatch Screen displays the status of all CMPD calls in progress, with automatic time stamp recording on each status update. The Call Record is time stamped as *Dispatched* when the call is transmitted to the driver, and *Acknowledged* when confirmed by the driver. MetroPro expects the time between *Assigned* and *Dispatched* to be less than 60 seconds, and the time between *Dispatched* and *Acknowledged* to be less than 30 seconds.



Dispatchers have the benefit of a powerful tool in their decision-making process: TOPS GPS Integration. This integration allows the dispatcher to see the call location and destination information along with current vehicle locations on the same map. Calls and trucks are color coded according to current status. This web based system is displayed at all times on dedicated screens and provides an excellent visual aid for constantly monitoring that resources are appropriately positioned at all times.

As trucks/drivers are dispatched to CMPD calls, dispatchers are trained to concurrently re-distribute or add resources to accommodate subsequent CMPD requests before they occur. We call this technique "backfilling" and "moving without the ball" and feel this proactive approach allows for the most expedient service to the CMPD. MetroPro's trucks/drivers will be

staged at strategic locations throughout the City to provide rapid response to the entire geographic area.



Arrival

MetroPro's tow driver will update call status to *Arrived* immediately upon arrival at the call location. The time between *Arrived* and *Assigned* is defined as the Response Time. We feel that our achievement of an excellent response time is a team effort involving several key factors, none of which include driving at unsafe speeds. MetroPro's team is trained to understand driving at unsafe speeds is illegal, unacceptable, and a poor reflection on MetroPro, and the City. Simply, MetroPro's rapid response is safely achieved by placing our resources in the right place, at the right time, 24/7.

Loading/Recovery/Service

After arrival, MetroPro's tow driver will greet the requesting officer and confirm the service requested and any special requests or directions. Once the vehicle is safely and professionally loaded and all service completed as directed by the on-scene officer(s), the driver updates call status to *Hooked* via TOPS and the Call Record is time stamped. The driver also specifies the tow destination in the case where a vehicle is not being towed to MetroPro's impound facility for storage (i.e. direct tow from an accident). When only on-scene service is provided and no tow is required, the driver time stamps the call as *Completed* and shows available in the TOPS Dispatch Screen for a new call.

Arrival at MetroPro Impound Facility

Upon arrival at MetroPro's impound facility, the driver immediately proceeds with the towed vehicle to the Vehicle Intake Area. The arrival is time stamped and the call status updated to *Dropped* in the TOPS system.

At this time, the tow driver will complete a MetroPro Storage Report. This Report supplements the CMPD's Vehicle Storage Report and becomes the master working document to confirm and complete the Call Record in TOPS (Exhibit 4).

All personal property contained in the vehicle will be inventoried with any high value property removed and placed in a secured property storage area. A receipt for such property will be placed in the vehicle and noted in the TOPS Call Record for return upon vehicle release. Excepting vehicles impounded by the CMPD for special investigations. These vehicles will be placed under maximum security until cleared by investigating officers.

Call Confirmed

Once the call is time stamped *Completed* on the TOPS Dispatch Screen, the system removes the call from the screen and flags the Call Record as *Unconfirmed*. *Unconfirmed* status a state-of-waiting for the Call Record to be updated with all verified call data from the MetroPro Storage Report. Once the vehicle is stored, lot inventory personnel immediately provide our Records

personnel with the MetroPro Storage Report, the CMPD 180, any scene/vehicle/damage photographs, and all other documentation associated with the vehicle. Records personnel input all updated information to the TOPS Call Record.

At this point, the Call Record is closed-out and the status is updated to *Confirmed*. MetroPro's policy is to have the Call Record *Confirmed* in the TOPS system within 30 minutes of storage. Having calls *Confirmed* in an expedient manner allows all pertinent information on the vehicles to be readily available to vehicles owners to begin the release process.

Vehicle Inventory and Final Disposition

Release Process

The vehicle release process is the single most important segment of MetroPro's customer service. Release personnel are trained and counseled to respect the confusing and inconvenient circumstances that often arise when an individual has had their vehicle towed and stored. The culture of our company is to approach this delicate business relationship as an opportunity to earn and exceed the customer's expectations. We feel that our longstanding track record of customer service during the release process differentiates our service from other tow companies.

All vehicle releases are handled by trained customer service personnel. Each MetroPro employee that assists in the release of vehicles is instructed to understand the legal requirements, CMPD specific requirements, necessary documentation, and trained in responsive and respectful customer service skills. MetroPro's goal is to provide a simple, concise and timely release process for the customer. Whether contacted via telephone or in person, customer service personnel are able to access the vehicle record in the TOPS system 24/7.

Upon deliverance of required documentation and payment of CMPD approved fees via cash or major bank credit/debit cards operable vehicles are provided to the vehicle owner or agent. MetroPro personnel will assist owner's agents (tow trucks) with any inoperable vehicles. It is MetroPro's policy to immediately address any questions concerning vehicle condition. As such, prior to leaving the premises, the vehicle owner is provided with the MetroPro Storage Report to confirm acceptance of the vehicle condition and all inventoried personal property. Prior to exiting, the owner confirms their acceptance and executes receipt of the vehicle.

To reinforce our customer service procedures, MetroPro has a written Dispute and Complaint Resolution Process. Our policies and procedures for receiving and resolving complaints concerning vehicle/property damage, missing personal property or employee conduct are facilitated through this process. This procedure is a documented, nine step procedure (Exhibit 5) with the ultimate goal of providing a thorough, responsive and timely resolution to a customer's complaint or inquiry.

Vehicle Access

Access to stored vehicles by City personnel, registered and legal owners or their agents, including authorized insurance agents, insurance adjusters for the purposes of assessing damage, retrieving personal property or taking protective measures, will be granted in

accordance with the City's requirements, MetroPro's policies and procedures, and the California Vehicle Code.

Unless held for evidence, all vehicles are available to be accessed by the vehicle owner or their authorized agent 24/7 upon verification of proper identification. MetroPro accommodates vehicle owners and their authorized agents in accessing their vehicles; while at all times, maintaining appropriate security for the vehicle, its contents and the integrity of other vehicles at the impound facility. The owner is required to sign the MetroPro Storage Report to document their access and receipt of any property removed.

Lien Sale Processing

Stored vehicles are subject to lien sale proceedings in strict accordance with all applicable California Civil Code ("CC") and California Vehicle Code ("VC") sections. A vehicle's registered owner, legal owner and any interested parties will receive notification via USPS Certificate of Mailing from MetroPro concerning the storage of their vehicle in conformance with CC Section 3071 and 3072. Our TOPS Lien software is electronically linked to the DMV title search service, which allows us to promptly mail the Notice on the 4th day of storage, far sooner than the CC allowance of 15 days. The Notice provides all owners of record with our business name, the location and telephone number of the City Facility, along with the towing and storage charges, and the date, time, and location of the lien sale auction.

Within the first twenty-four (24) hours of storage, MetroPro Lot Inventory personnel trained in lien sale valuation will accurately assign each stored vehicle a lien sale category per VC 22670. Per CC 3068.1(b), if the vehicle has been determined to have a value not exceeding four thousand dollars ($4,000), the lien shall be satisfied pursuant to Section CC 3072. Otherwise, per CC 3068.1(c), if the vehicle has been determined to have a value exceeding four thousand dollars ($4,000) pursuant to VC 22670, the lien shall be satisfied pursuant to Section CC 3071.

MetroPro has processed all lien sale notifications and documentation in-house for over 25 years and has extensive knowledge on all laws that govern this process. We are permitted and bonded as a DMV Commercial Requester to perform title searches on stored vehicles electronically, while receiving DMV notification of any law changes to incorporate into our process.

Project Reports and Reconciliation

The final stop for the call is its reconciliation of its fees and inclusion on Project specific reports required in the Scope of Work. TOPS facilitates all reconciliation and segregation of all City Administrative Fees. These City Administrative Fees are calculated, identified and reimbursed to the City based on the vehicles final disposition. All records are available electronically and subject to periodic inspection by the City.

Qualifications & Experience

MetroPro Towing, Inc. and its affiliates ("MetroPro") have provided public law enforcement agencies with emergency towing and storage services for five decades. Serving the law enforcement sector has been the backbone of MetroPro's mission. Currently, MetroPro owns, operates and manages four towing facilities in Orange County. Through these locations,

MetroPro provides official police tow services to the cities of Santa Ana, Tustin, Irvine, Costa Mesa and the California Highway Patrol. Additionally, MetroPro is the exclusive provider for towing and evidentiary storage services for the Orange County District Attorney's Office and the Santa Ana Area California Highway Patrol.

The genesis of the MetroPro organization started in 1961 when Harbor Towing and Santa Ana Towing were founded. These businesses began on a simple principle to earn a reputation for superior customer service supported by a foundation of unwavering integrity.

In 1991, Jody Campbell and Brad Humphreys were recruited by the organization to manage, expand and professionalize the business. Mr. Campbell and Mr. Humphreys each brought unique experience to the organization and industry. Both possessed a proven work ethic as Stanford University graduates and through their individual athletic achievements (Mr. Campbell, a three-time Olympian and Mr. Humphreys, a college and professional football player). Mr. Campbell obtained ten years of business and marketing experience as a marketing executive for one of the country's largest private commercial real estate development companies. Mr. Humphreys' experience emanated from the financial arena through his studies at Stanford as an economics major and extensive training while a commercial loan officer at Union Bank. The synergies from Mr. Campbell and Mr. Humphreys' marketing and financial experience, and an unmatched foundation in the towing industry would create Orange County's largest and most respected towing service company, MetroPro Road Services.

MetroPro Road Services was incorporated in the state of California on May 15, 2002 by Jody Campbell and Brad Humphreys.

Spanning 50 years of service and growth within Southern California, MetroPro's management team looks forward to continuing to build upon our reputation of honest, ethical and reliable service. We will continue to invest in state-of-the-art equipment and technology, rigorous training programs and the hiring of superior employees. Through these standards of excellence, we are committed to delivering the highest possible quality of service to the CMPD.

The following is a list of current and previous police towing contracts that MetroPro has served:

Agency	Contact	Phone #	Term
Anaheim PD	Deputy Chief Julian Harvey	714.765.1834	1999-2012
CHP	Officer Randy Hivner	714.567.6000	1964- present
Fullerton PD	Lt. Scott Rudisil	714.738.6839	1999-2012
Huntington Beach PD	Lt. John Cottriel	714.536.5661	2000-2015
Irvine PD	Officer Scott Crones	949.724.7023	1972-present
Newport Beach PD	Lt. Tom Fischbacher	949.644.3740	1975-2017
Santa Ana PD	Corporal Matt Wharton	714.245.8218	1964-present
Santa Ana Unified School PD	Officer Mark Van Holt	714.558.5840	1968-present
Tustin PD	Srgt. Ryan Coe	714.573.3219	1968-present

MetroPro's qualifications, experience and abilities are unmatched and unique to any other proposer to this RFP.

- Serving CMPD as an office police tow contractor since 1975. Thus, the most experienced provider of police tow services to the City
- MetroPro has serviced to more police agencies and responded to more police calls in the County of Orange than any other towing company
- The largest and most technically advanced dispatch center in Orange County
- The most thorough and comprehensive training for drivers and customer service personnel in Orange County
- Largest outside vehicle storage capacity for CMPD stored/impounded vehicles- 150,000 square feet
- Largest inside/evidentiary vehicle storage capacity for CMPD stored/impounded vehicles- 20,000 square feet

MetroPro is committed to the highest ethical standards in our industry for its operations and employees. The following is a sampling our industry affiliations to maintain these exemplary standards:

- MetroPro is a contract station for the Automobile Club of Southern California ("ACSC"). ACSC is an industry leader in providing superior customer service training and devoted to its customer's satisfaction. MetroPro has been honored by ACSC for its service and our employees regularly receive awards and bonuses for their customer service skills.

- MetroPro is a member and former Director of the California Tow Truck Association (CTTA). Founded in 1969, the CTTA was established to provide a means of united efforts in the solution of problems, and to administer such action as might be deemed necessary to benefit the towing industry, to communicate with government agencies on a state and local basis, and to provide a concerted effort toward giving the Towing Industry a better public image and the professional status it deserves.

- MetroPro represents all Southern California CTTA "law enforcement" towing providers on the CTTA's state Towing Oversight and Regulatory Council. This council is designed to provide thoughtful and balanced leadership on towing-related regulatory issues by bringing together experienced industry professionals who reflect the diversity of the towing industry and who are committed to both protecting the motoring public and being fair to towing operators who provide the service.

- MetroPro has a long tradition of supporting various Costa Mesa community events and organizations. MetroPro's Executive Officers and employees have contributed, served and volunteered on numerous Costa Mesa community, civic and youth organizations, including:

  - Costa Mesa Chamber of Commerce
  - Annual Costa Mesa Public Safety Employee Luncheon
  - Costa Mesa Lion's Club
  - CMPD's Citizen's Academy

- City of Costa Mesa's Redevelopment and Residential Rehabilitation Committee
- Costa Mesa/ Newport Harbor Little League
- Costa Mesa Neighborhood Clean-up
- Costa Mesa Baker to Vegas Team
- Costa Mesa Police Pistol Team
- Boys & Girls Club of Costa Mesa
- Costa Mesa High School
- Estancia High School
- Costa Mesa United

Equipment & Facilities

MetroPro maintains a fleet of 24 tow trucks providing state-of-the-art towing equipment to accommodate the needs of law enforcement for light, medium, and heavy duty towing and recovery, specialized equipment for motorcycles, forklifts, recreational vehicles and classic/luxury automobiles. (see Exhibit 6 for a detailed equipment list). Additionally, in the rare instance requiring a Class D truck, MetroPro will subcontract this service to G&W Towing, Costa Mesa.

MetroPro employs in-house mechanics at its fleet maintenance facility to ensure the proper mechanical and safety maintenance of its fleet. Drivers complete daily inspections using a checklist that mirrors the CHP 234B Tow Truck Inspection Guide to verify all equipment is cleaned and in sound working condition.

Each truck is inspected annually by California Highway Patrol commercial enforcement officers, consisting of a Level One inspection and a tow truck specific inspection.

MetroPro will remain in compliance with all Tow Equipment requirements and standards set forth in the Tow Guidelines throughout the term of the Agreement.

Communication and Inventory Technology

MetroPro utilizes the most advanced dispatching, inventory and management software ("TOPS") in the towing industry. This software works in conjunction with GPS tow vehicle mapping. Together, this information is used to provide the best possible allocation of resources and management controls to effectively manage the CMPD Scope of Work. Further, this software has the capability to allow the Ctiy direct web-based access to its database for complete transparency of MetroPro's service and inventory. This feature offers and substantial time and cost savings advantage to the City.

MetroPro's entire communication and technology systems are automatically backed up on a daily basis. In the event of a power failure of any length, the computer systems, telephone systems, radio systems and critical lighting systems are supported by an uninterrupted power supply for an extended period of time before switching to generator power for as long as necessary. MetroPro personnel are trained to immediately implement our backup power plan in the event of a power failure.

Primary Storage Facility and Business Office

MetroPro's primary storage facility and business office is located at 957 West 17th Street in Costa Mesa, approximately 2.75 radius miles from the CMPD. This 37,500 square foot property hosts a highly secure police impound yard providing for over 27,500 square feet of outside vehicle storage, 1,746 square feet of office space, and 5,090 square feet of inside/evidentiary storage area. All property is permitted in compliance with all requirements of the zoning and building codes of the City to operate as a 24/7 vehicle impound yard under Conditional Use Permits No. ZA-98-02 and C-49-68.

This Facility exceeds all Tow Yard Requirements as specified in the Tow Guidelines.

Secondary Facility

MetroPro owns and operates one of the most state-of-the-art police towing and storage facilities in Southern California, conveniently located only 3.75 radius miles from CMPD at 2550 S. Garnsey Street in Santa Ana. This facility will serve as a secondary impound yard and only be utilized for overflow storage or in the event of any special needs by the CMPD. This 4.5-acre property serves as MetroPro's headquarter location and encompasses over 150,000 square feet of outside vehicle storage area and a 28,000-square foot building. The building provides 3,200 square feet of office space, 15,000 of evidentiary inside vehicle storage and houses all of MetroPro's centralized functions including general management, dispatch and customer service operations, administration, records, bookkeeping, fleet maintenance, and lien sales.

Both Facilities provide the following conveniences and resources:

- Business office is staffed with trained customer service personnel and open Monday-Friday from 8:00am to 6:00pm, excepting federally recognized holidays.
- Inside customer lobby area with complementary telephone for customer use.
- Business office and storage areas available to release customers on a 24/7 basis. After business hours, on-call personnel will promptly report to the facility upon request of a customer in compliance with Tow Guidelines. A ring down line is available for customer convenience after hours.
- Outside CMPD storage area far exceeding the minimum requirement of 100 vehicles.
- Evidentiary storage providing secure environment for vehicles maintained in accordance with Tow Guidelines for CMPD Evidence Hold area.
- Minimum 8-foot-high block walls surrounding the impound facility.
- Digital video surveillance cameras located throughout storage areas to monitor and record vehicle inventory and related activity. Within the business office, cameras digitally record video and audio activities to insure security and monitor customer service.
- Security lighting for entire facility in compliance with photometric requirements of the City.
- Work area for CMPD Personnel.
- CMPD rates conspicuously posted per CMMC and applicable state codes.
- Off-Street customer parking.

- Public restroom.

In addition to exceeding the minimum facility specifications defined in the Police Tow Policy Guidelines and Requirements, MetroPro is uniquely qualified to offer a total storage capacity for approver 700 vehicles outside and 30 vehicles in evidentiary storage, all within 3.75 radius miles from CMPD.

Both facilities are well lit and monitored via digital video camera provide 24/7 viewing and recording of the entire property and inside the business office. Additionally, digital audio recordings are taken within the customer service area within the office. Digital video and audio recordings can be copied to a DVD and provided to customers and police. MetroPro's 24/7 in-house central dispatch center can observe live site feeds from the surveillance cameras. Furthermore, live camera viewings are accessible via the internet to MetroPro's managers and executive officers.

"Pride of Ownership" is clearly evident at our facilities as all are owned and maintained by MetroPro. This is contrary to many tow companies that operate from leased premises who are often subject to the risks of real estate market conditions and property owner actions.

Financial Capacity

Exhibit 7 provides the latest MetroPro internal unaudited financial statement demonstrating our financial capability to serve the Scope of Work.

Staffing

MetroPro offers the largest and most experienced staff to serve the CMPD's SOW. This staffing plan is included as Exhibit 8.

Cost Proposal

MetroPro's Cost Proposal is included with the RFP Appendix B Forms attached to the Vendor Application Form as directed by the RFP.

Disclosure

MetroPro has no past or current business and personal relationships with any current Costa Mesa elected official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

Sample Professional Service Agreement

MetroPro has no exceptions or conditions to the Sample Professional Service Agreement included in the RFP.

Checklist of Forms to Accompany Proposal

All RFP Checklist Forms are included and attached to the Vendor Application Form within this Proposal as directed by the RFP.

Exhibits

MetroPro Road Services
New Hire Checklist

Applicants Name_____

Manager	❒	MetroPro Employee Application
Manager	❒	DMV Printout – From Applicant
Manager	❒	Consumer & DMV Reports Release Letter
Manager	❒	Release & Authorization Form
Manager	❒	Tow Operator Aptitude Exam
	❒	Drug Screening
	❒	Employee Handbook Acknowledgment & Agreement
	❒	Criminal Background Check
	❒	Statement of Services Letter
	❒	CHP Tow Operator/Driver Information
	❒	Santa Ana Enterprise Zone Form
	❒	Payroll Deduction for Lost Company Owned Items
	❒	Insurance Approval Letter
	❒	Pull Notice Sign Up
	❒	W - 4
	❒	Confirm Training Schedule

Approval _____ Date _____

Jean Noutary

Date of Hire _____

Company _____

Exhibit 1

MetroPro

Employee Handbook

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MetroPro Drivers Training Curriculum

1. **MetroPro's Orientation Training (1 hr.)**. This orientation provides a general overview of MetroPro's history, organization chart, company philosophy, operating procedures, etc.

2. **MetroPro Driver Training Checklist (1 hr.).** The Driver Training Checklist is a guide for the trainer as instruction is provided to the trainee including safe and prompt methods to tow/recover/service a vehicle, SAPD rules, appropriate interaction with law enforcement and the public, radio communications, properly completing documentation, and understanding company policies.

3. **Employee Handbook (1 hr.).** This is a 35 page document detailing MetroPro's policies and procedures.

4. **California Tow Truck Association ("CTTA") Training Manual (1 hr.).** This is comprehensive tow truck operator training manual published by the California Tow Truck Association.

5. **Practical Training (80 hrs.).** Each new driver accompanies a trainer for two weeks (based on prior experience and demonstrated ability), and must successfully complete the Orientation Training before operating independently.

6. **"Roadside Safety: Everyone Goes Home" (1 hr.).** Each trainee is required to watch this safety video produced by the Towing and Recovery Association of America (TRAA).

7. **CTTA Light Duty Driver Education Program-Level 1 (16 hrs.)**. The program provides classroom and hands-on driver training from highly experienced CTTA training staff, and places an emphasis on safety to supply the knowledge needed to make intelligent decisions in the field.

8. **ACSC Light Duty Operating Procedures Training Program (8 hrs.)**. MetroPro is a Contract Station for the Automobile Club of Southern California ("ACSC") in the Orange County area. All MetroPro drivers are required to be certified through the ACSC program. This program is also safety based and has a similar curriculum to the CTTA program and, thus, acts to reinforce safe towing and recovery techniques from another teaching viewpoint.

9. **ACSC Highway Heroes Have H.E.A.R.T training program (4 hrs.).** Each driver is required to attend and successfully complete this customer service training program. ACSC developed this Service Driver Attribute Program to provide tow drivers with the skills needed to provide the very best possible service to their customers. H.E.A.R.T stands for Hear (the customer out), Empathize,

Exhibit 3a

Acknowledge, Respond, and Thank. The program focuses on attributes of courtesy, sympathy, and understanding; mastering the technical side of the job; appearance of the driver; and, appearance of the truck

10. **ACSC Lockout Service Training Program (4 hrs.)**. Our drivers also attend this class for technical training on lockout procedures. Each driver is provided with an annual Lockout Service Manual which provides updated lockout procedures for all makes/models through the current model year.

11. **ACSC Orientation Training (8 hrs.)**. This program offers training in safe/defensive driving, highway safety, customer safety, radio procedures, vehicle code, sexual harassment training, and providing service to physically challenged customers, general customer service training, and many other training points, all with the goal of total customer.

Exhibit 3b

MetroPro Road Services

Fax (714) 556-4100
Phone (714) 556-7600

STORED VEHICLE CONDITION & AUTHORIZATION REPORT

Call # _____ Driver _____ Unit _____ Date _____ Time _____

Yr _____ Make _____ Model _____ Color _____ Body _____

St _____ Lic _____ VIN _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Location _____

Reason for Tow _____

Reporting Agency _____ CI / DR # _____

☐ Stored ☐ Impounded ☐ PPI

Hold Information _____

Odometer _____

Comments _____

RO _____

STORAGE LOCATION

- ☐ A1 - 2550 South Garnsey Street Santa Ana
- ☐ A2 - 16212 Construction Cir. East Irvine
- ☐ S1 - 2550 South Garnsey Street Santa Ana
- ☐ H1 - 957 W. 17th Street Costa Mesa
- ☐ Other _____

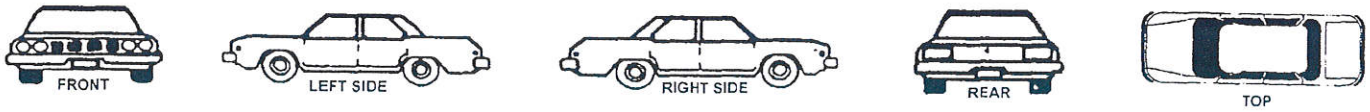
VEHICLE CONDITION

DRIVABLE ☐ Y ☐ N

	YES	NO		YES	NO		YES	NO
WRECKED	☐	☐	STRIPPED	☐	☐	TAPE DECK	☐	☐
BURNED	☐	☐	RADIO	☐	☐	KEY	☐	☐

Property Inventory: _____

Received By: _____ Print Name _____ Signature _____ Date



TOWING INFORMATION

- TOW ☐
- TOW M/D ☐
- TOW H/D ☐
- TOW F/B ☐

BILLING INFORMATION

Admin / City Fee _____

Labor _____

Comments _____

PPI AUTHORIZATION

"As the property owner or owner's representative, I hereby authorize the removal of this illegally parked vehicle"

Authorizing Agent _____ Title _____ Date _____

Form #180-505

Exhibit 4

DISPUTE AND COMPLAINT RESOLUTION PROCESS

1. Identification of complaint or claim. Notification of any new claim or complaint is immediately directed to Management; Mike Gardner, Manager; Jean Noutary, General Manager; Jody Campbell or Brad Humphreys; Executive Officers. The goal is to have a MetroPro manager have immediate and direct communication with the claimant.

2. Claims may be received in writing or verbally from customers, police, employees or third parties.

3. MetroPro management immediately documents claim on a MetroPro Claim form.

4. Management confirms all pertinent information with claimant.

5. Management immediately conducts an in-house investigation and interviews all associated employees, non-employees and surveillance data.

6. Results of investigation are provided to claimant.

7. Confirmed claims of damage or theft as a result of MetroPro liability are immediately remediated to the satisfaction of the claimant.

8. Confirmed claims of inappropriate employee conduct are promptly reviewed with the employee. This interview provides a resolution to the complaint by educating and possibly disciplining the employee. MetroPro employs a progressive disciplinary process with typically includes, written reprimands, suspension and termination. Obviously, this stepped process is adjusted depending on the severity or intent of the violation.

9. Any denials of claims against MetroPro are discussed with claimant and offered any further mediation services, such as BBB arbitration or small claims court.

Exhibit 5

MetroPro Staffing Plan

Employee	Position
Campbell, Jody	Executive Management
Humphreys, Bradley	Executive Management
Noutary, Jean	General Manager
Gardner, Michael	Manager
Kirkland, Michael	Driver Manager
Berchiolli, Toni	Dispatch Manager
Aguilar, Godofredo (Godo)	Driver
Barcenas Jimenez, Roberto	Driver
Bjoralt, Jason	Driver
Buchanan, Raymond	Driver
Cardenas, Marco	Driver
Daly, Dan	Driver
Estrada Varona, Abel	Driver
Figueroa, Jose	Driver
Fink, Matthew	Driver
Fokken, Mark	Driver
Gomez, Jesus (Jesse)	Driver
Gorz, Frank	Driver
Hamm, Lewis (Lew)	Driver
Hamm, Jack	Driver
Hollingsworth, William (Dale)	Driver
Kane, Nigel	Driver
Lazaro, Daniel	Driver
Longoria, Antonio (Tony)	Driver
Madrid, Ralph	Driver
Menchaca, Jose (Joe)	Driver
Novotny, William (Bill)	Driver
Ramirez, Ricardo	Driver
Sigmon, Robert	Driver
Stracener, Frank	Driver
Thomas, Ronnie	Driver
Cheatham, Rochelle	Dispatcher
Duenas, Cassandra	Dispatcher
Foster, Latanya	Dispatcher
Madrid, Candice	Dispatcher
Moya, Brandy	Dispatcher
Yamaguchi, Krystle	Dispatcher
Swanson, Stacey	Dispatcher
Lehmeier, Jordana	bookkeeper
Douty, Derris	Dispatcher
Ventura, Tomas	Facility/Mechanic
Bentley, Curtis	Facility/Mechanic

Exhibit 8

EXHIBIT B

TOW POLICY GUIDELINES AND REQUIREMENTS

CITY OF COSTA MESA

POLICE DEPARTMENT

TOW POLICY GUIDELINES AND REQUIREMENTS

JANUARY 2017

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CITY OF COSTA MESA
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS

PURPOSE

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

GOALS

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

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

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

TOWING SERVICES - DEFINITIONS

1. A call for towing service, which is initiated by a City employee, for the purpose of storing or impounding a vehicle.

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

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

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

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

RESPONSE TO CALLS

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

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

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

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

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

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

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

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

ABANDONED VEHICLES

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

COSTA MESA MUNICIPAL CODE ARTICLE 18

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

TOWING SERVICE REQUIREMENTS

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

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

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

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

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

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

CONTRACT TOW SERVICE OPERATORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOW YARD REQUIREMENTS

General Requirements

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

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

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

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

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

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

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

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

STORAGE SECURITY RESPONSIBILITY

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

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

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

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

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

EVIDENCE HOLD OR SPECIAL HANDLING REQUIREMENTS

- The secured "evidence hold" area must be within the confines of the tow service provider's primary storage facility, which shall be located within five (5) miles of the CMPD Headquarters.

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

- The evidence hold area should be closed to all employees of the tow company other than management. This area should have the capability to be locked and sealed by

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

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

BUSINESS OFFICE

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

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

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

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

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

- During business hours, the tow service office staff shall release any vehicle, upon payment of fees, within twenty (20) minutes. After business hours, tow service staff shall ensure that a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for response from tow service operator. A ring down line shall be provided at the business office for direct ring to the tow yard operator after hours.

- The tow service office may be closed on City of Costa Mesa recognized holidays; however, those days will be posted in the tow office and visible to the public at least five (5) business days in advance, provided, however, that the operator must still comply with the requirement that no person waiting to take possession of his/her vehicle shall wait longer than 30 minutes for response from the tow service operator.

- The towing service office shall possess a valid City of Costa Mesa Business License.

Business Office Staff

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

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

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

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

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

Charges for Towing and Related Services

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

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

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

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

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

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

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

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

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

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

City Recovery of Administrative Fees

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

Payment

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

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

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

TOW TRUCK DRIVERS

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

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

3. All Drivers assigned to respond to City of Costa Mesa service calls will be:
   - Awake and alert
   - Punctual
   - Able to speak and write English fluently and clearly
   - Subject to a criminal history background records check to the reasonable satisfaction of the Chief of Police or his designee
   - Possess a valid California Driver's License (CDL)
   - Not under the influence of alcohol, marijuana or any controlled substance
   - No DUI convictions
   - Neat, clean and well groomed in appearance

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

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

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

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

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

Driving Infractions of Employees

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

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

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

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

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

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

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

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

Examples:

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

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

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

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

Driver Training

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

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

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

Driver Licensing

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

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

2. Class B tow trucks - a valid Class A (1) license with a valid medical certificate.

3. Class C tow trucks - a valid Class A (1) license with a valid medical certificate.

4. Class D tow trucks - a valid Class A (1) license with a valid medical certificate.

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

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

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

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

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

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

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

Employee Uniforms

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

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

TOW TRUCK CLASSIFICATIONS AND EQUIPMENT

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

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

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

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

Each tow truck shall be equipped with:

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

All State and Federal EPA Guidelines shall be followed.

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

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

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

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

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

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

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

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

   - If any deficiencies and/or violations are discovered, including an inspection for a contract renewal, the tow service will be so advised in writing. The tow service will be given five (5) business days to rectify the deficiency or violation(s).

   - Exception: Any damage to walls and/or fence structures in the tow yard facility shall be repaired within twenty-four (24) hours.

CHARGES AND LIEN SALES

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

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

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

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

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

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

Charges for "Evidence Hold" Vehicles

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

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

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

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

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

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

FINANCIAL INTEREST

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

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

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

C. No tow company may transfer or assign its agreement with the City without the express written consent of the City of Costa Mesa.

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

ROTATION RULES

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

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

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

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

FREE SERVICES PROVIDED TO THE CITY

Towing Services for City-Owned Vehicles

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

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

Costa Mesa Fire Department Training Vehicles

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

RECORDS & REPORTING

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

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

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

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

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

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

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

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

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

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

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

12. Failure of the operator to comply with inspection requirements shall be cause for suspension.

13. The tow service provider shall maintain a current list of drivers and shall furnish a copy of same to CMPD on or before the 10th day of each month. This list shall contain current information on owner(s) and drivers. Specific information furnished shall include:

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

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

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

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

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

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

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

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

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

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

    - Date and time of tow
    - Location of vehicle when hooked up
    - Name of tow vehicle operator
    - Name and identification number of police employee requesting the tow
    - Storage facility name and address
    - Physical location of vehicle, if stored

- Identification of vehicle, including:
- Year, make, model, vehicle identification number, license plate state and number, color(s)
- Release or other disposition information, including:
  - Date and time of release
  - Name, address and telephone number of person to whom released
  - Proof of identity provided
  - Name of employee releasing vehicle
  - Police report number
  - Fees charged

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

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

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

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

COMPLAINTS

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

- Discourteous service
- Unethical business practices
- Unsafe or improper handling of stored or impounded vehicles
- Over-charging for services
- Excessive delay in responding to calls
- Unsafe towing equipment
- Violations of State laws
- Violations of City ordinances
- Deficient facility security
- Deficient facility storage conditions

- Failure to comply with City of Costa Mesa Tow Policy
- Failure to perform according to the Towing Agreement
- Failure to keep required records

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

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

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

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

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

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

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

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

DISCIPLINARY ACTION

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

B. The Chief of Police, or his/her designee, will review the facts and the recommendations. Upon doing so, the Chief of Police will either concur with the recommendation or determine another course of action.

C. If the Chief of Police arrives at a decision to suspend or terminate the services of a tow service provider, the decision will be forwarded, as a recommendation, to the City Manager, whose decision will be final.

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

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

TERMINATION

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

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

11. For any substantial or recurring deviation from the City of Costa Mesa's approved schedule of rates.

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

13. Failure to comply with any requirement of the CMPD.