



AGENDA

Special Meeting

City Council Chamber - 1243 National City
Boulevard, National City, CA

Ron Morrison, Mayor
Luz Molina, Vice-Mayor - District 1
Jose Rodriguez, Councilmember - District 2
Ditas Yamane, Councilmember – District 3
Marcus Bush, Councilmember– District 4

Douglas J. Schulze, City Manager
Heidi Skinner, City Attorney
Shelley Chapel, MMC, City Clerk

*The City Council also sits as the City of National City Community Development Commission, Housing Authority,
Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the
National City Redevelopment Agency*

Thank you for participating in local government and the City of National City Council Meetings.

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meetings and Workshops may be same day, the start time is based on needs. Check Special Agendas for times.

Location: Regular City Council Meetings are held in the Council Chamber located at City Hall, 1243 National City Boulevard, National City, CA 91950, the meetings are open to the public.

Agendas and Material: [Agendas and Agenda Packet](#) for items listed are available on the City website, and distributed to the City Council no less than 72 hours before the City Council Meeting. Sign up for [E-Notifications](#) to receive alerts when items are posted.

Public Participation: Encouraged in a number of ways as described below. Members of the public may attend the City Council Meeting in person, watch the City Council Meeting via [live](#) web stream, or participate remotely via [Zoom](#). [Recording of Meetings](#) are archived and available for viewing on the City's website.

To listen to the live stream in Spanish, you must register for Zoom prior to the meeting for access.

To Access the Zoom option please place your identifier into the [Zoom Queue](#).

Public Comment: Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those wishing to speak on items on the agenda may do so when the item is being considered. Please submit a "Request to Enter the Queue" to the City Clerk before the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. (*City Council Policy 104*)

All written comment must be submitted no later than **four (4)** hours prior to the start of the meeting to allow time for distribution to the City Council.

EFFECTIVE JANUARY 1, 2025

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than \$500 within the past year (effective Jan 1, 2025). This report may be included on the Public Comment Speaker Slip to be completed prior to the City Council Meeting.

Spanish Interpretation Services: Spanish Interpretation Services are available; please contact the City Clerk before the start of the meeting for assistance. clerk@nationalcityca.gov

American Disabilities Act Title II: In compliance with the American Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Title II. Any person with a disability who requires a modification or accommodation to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting.



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Gracias por participar en las reuniones del gobierno local y del Consejo de la Ciudad de National City.

Reuniones: Las reuniones regulares del Consejo Municipal se llevan a cabo el primer y tercer martes del mes a las 6:00 p.m. La reunión especial de sesión privada y los talleres pueden ser el mismo día, la hora de inicio se basa en las necesidades. Consulte las agendas especiales para conocer los horarios.

Ubicación: Las reuniones regulares del Concejo Municipal se llevan a cabo en la Cámara del Consejo ubicada en el Ayuntamiento, 1243 National City Boulevard, National City, CA 91950, las reuniones están abiertas al público.

Agendas y Material: Las Agendas y el Paquete de Agenda para los temas enumerados están disponibles en el sitio web de la Ciudad y se distribuyen al Concejo Municipal no menos de 72 horas antes de la Reunión del Concejo Municipal. Regístrese para recibir notificaciones electrónicas cuando se publiquen artículos.

Participación pública: Se fomenta de varias maneras como se describe a continuación. Los miembros del público pueden asistir a la Reunión del Concejo Municipal en persona, ver la Reunión del Concejo Municipal a través de la transmisión web en vivo o participar de forma remota a través de Zoom. Las grabaciones de las reuniones están archivadas y disponibles para su visualización en el sitio web de la Ciudad.

Para acceder a la opción Zoom, por favor introduce tu identificador en la [Cola de Zoom](#).

Comentario Público: Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios públicos. Quienes deseen hacer uso de la palabra sobre los temas del programa podrán hacerlo cuando se esté examinando el tema. Por favor, envíe una “Solicitud para entrar en la cola” al Secretario municipal antes de la reunión o inmediatamente después del anuncio del artículo. Todos los comentarios estarán limitados hasta tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para acomodar a un gran número de oradores. (Política del Ayuntamiento 104)

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 1 hora antes de la Reunión del Consejo Municipal para dar tiempo a la distribución al Consejo Municipal.

Todos comentarios deben estar sometidos a más tardar **cuatro (4)** horas antes del comienzo de la sesión.

A PARTIR DEL 1 DE ENERO DE 2023

Todas las contribuciones a los candidatos y funcionarios electos actuales deben autoinformar una Declaración de contribución de campaña a un concejal de más de \$ 500 en el último año (a partir del 1 de enero de 2023). Este informe puede incluirse en el Recibo del orador de comentarios públicos que se completará antes de la reunión del Concejo Municipal

Servicios de interpretación en español: Los servicios de interpretación en español están disponibles, comuníquese con el Secretario de la Ciudad antes del inicio de la reunión para obtener ayuda.

Título II de la Ley de Discapacidades Americanas: En cumplimiento con la Ley de Discapacidades Americanas de 1990, las personas con discapacidad pueden solicitar una agenda en formatos alternativos apropiados según lo requerido por el Título II. Cualquier persona con una discapacidad que requiera un modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 24 horas antes de la reunión.

State of California)
)ss.
County of San Diego)

AFFIDAVIT OF POSTING

I, Shelley Chapel, MMC, City Clerk of the City of National City, hereby declare under penalty of perjury that this notice of a Special Meeting was called by the City Council of the City of National City was posted and provided on Thursday, September 17, 2026, at 6:00 p.m. Said meeting to be held Tuesday, September 22, 2026, at 5:00 p.m. in the City Hall, City Council Chambers, 1243 National City Blvd., in the City of National City, California. Said notice was posted on the Bulletin Boards in front of City Hall and the Library.

Shelley Chapel

Shelley Chapel, MMC, City Clerk



AGENDA

Consolidated Special Meeting

Tuesday, September 22, 2026, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. PUBLIC COMMENT (Comment will be specific to Agenda Item)
Speakers will have up to three (3) minutes.
5. STAFF REPORT

- 5.1 Agreements for Towing and Impound Services

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Recommendation:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Agreements with Cortes Towing Enterprises Inc. and Tony's Auto Center Inc. dba Tony's Auto Center for Towing and Impound Services, with Initial Terms of October 1, 2026 – September 30, 2029."

6. ADJOURNMENT



AGENDA REPORT

Department: Police Department
Prepared by: Michael “Scott” Shanahan, Traffic Sergeant
Meeting Date: Tuesday, September 22, 2026
Approved by: Douglas J. Schulze, City Manager

SUBJECT:

Agreements for Towing and Impound Services

RECOMMENDATION:

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Agreements with Cortes Towing Enterprises Inc. and Tony’s Auto Center Inc. dba Tony’s Auto Center for Towing and Impound Services, with Initial Terms of October 1, 2026 – September 30, 2029.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City’s current towing contracts with Road One Towing and Angelo’s Towing expire on September 30, 2026. In January of 2026, a working group comprised of representatives from the City Manager and City Attorney’s offices and the Finance, Police, and Neighborhood Services Departments convened to facilitate a timely process for a seamless continuation of services beyond September 30, 2026. Consistent with the City’s practice of seeking proposals for contractual services, the working group drafted the Request for Proposals (“RFP”) for towing and impound services. On May 5, 2026 the City Council approved the issuance of a Request for Proposals for towing and impound services. Members of the working group evaluated the proposals, conducted site inspections and negotiated conditional tow contract(s) to be executed and effective by October 1, 2026. The tow contract working group is comprised of representatives from several City departments including:

City Manager’s Office

- Doug Schulze, City Manager
- Martha Juarez, former Acting Deputy City Manager
- Derek Aydelotte, former Acting Deputy City Manager
- Steve Manganiello, Acting Deputy City Manager

City Attorney’s Office

- Richard Romero, Assistant City Attorney

Finance

- Rachelle Barrera, Acting Finance Director
- Debra Lunt, Purchasing Buyer

Neighborhood Services

- Ronny Soriano, Director of Neighborhood Services

Police Department

- Derek Aydelotte, Police Captain
- Omar Ramirez, Acting Police Captain/Lieutenant
- Vince Fernando, Police Lieutenant
- Paul Hernandez, Acting Police Lieutenant/Sergeant
- Michael "Scott" Shanahan, Traffic Sergeant
- Miguel Lozano, Police Officer
- Vanessa Castro, Traffic Office Coordinator
- Ramil Laurino, Police Operations Assistant

RFP Process:

The working group prepared a Request for Proposal ("RFP") for review of companies for consideration of the future tow contract. On May 5, 2026, the City Council approved issuance of RFP #GS2526-1 for towing and impound contract services for the City of National City. The RFP contained all the criteria to be used by the working group for evaluation of proposals and the Police Department has established standards and expectations for tow and impound services.

RFP #GS2526-1 was issued on May 12, 2026 via PlanetBids, an online bidding platform. Potential vendors were notified about the RFP process on PlanetBids on May 7, 2026. The RFP was also posted on the City's website on May 12, 2026. Responses to the RFPs were due on June 15, 2026. The City received seven (7) responses.

The RFP clearly states that the award of a contract(s) is based on the best overall value to the City. Factors considered in determining the best overall value include, but are not limited to: evaluation of service capabilities, experience, price, and other factors assessed in the RFP. There is no obligation to make an award based solely on financial factors. Instead, final rankings of proposals would be the result of technical rankings in conjunction with price rankings. In addition, there is no obligation to make any award to any contractor(s).

RFP Evaluations:

The working group reviewed seven (7) written proposals. Extensive administrative review was conducted by pertinent members of the working group, and proposals were evaluated according to how well they responded to, and met or exceeded, the RFP requirements. Site inspections were conducted in accordance with the RFP at each of the businesses. Accordingly, a total of seven site inspections were conducted by Sergeant Scott Shanahan, Police Operations Assistant, Ramil Laurino, Traffic Officer Coordinator, Vanessa Castro, and Officer Miguel Lozano. A detailed discussion of the site inspections is attached as Exhibit A, titled "Site Visit Forms, Site Visit Reports."

After the site inspections, it was determined that five (5) of the seven (7) bidders met and/or exceed the RFP requirements and are suited to provide the required level of service the City expects. The five proposals that met the RFP requirements, in alphabetical order are:

- ASAP Towing, 1883-1885 Nirvana Ave, Chula Vista, CA 91910
- Cortes Towing, 919 Hollister Street, San Diego, CA 92154
- Quality Towing, 270 Trousdale St., Chula Vista, CA., 91910
- Road One Towing, 3333 National Ave, Suite A, San Diego, CA., 92123
- Tony's Auto Center and Towing, 38 3rd Avenue, Chula Vista, CA 91910

Pursuant to the RFP, the objective is to select two (2) tow contractors to be placed on a rotational basis for the new tow contract period beginning on October 1, 2026 through September 30, 2029.

Below is a brief analysis of the five contractors (in alphabetic order) that meet and/or exceed the RFP requirements. Additional details relied upon by the working group are provided in Police Sergeant Scott Shanahan's report attached as Exhibit A.

A. ASAP Towing

Advantages

- Met RFP requirements
- History of municipal tow services
- 35 tow trucks with over 30 drivers
- CHP certified trucks – all sizes required in RFP, high quality equipment
- Has numerous high quality surveillance cameras on site with motion sensor silent alarm capability
- Large, paved storage yard, with 8-to-10-foot chain link and solid wall fencing with barbed and razor wire with good lighting
- Storage lot is 23,000 square feet
- 5 secure evidence storage bays for evidentiary vehicle storage
- Tow contract with CHP, El Cajon Police Department, San Diego Police Department, San Diego Sheriff's Department, Harbor Police Department, and North County Transit District
- All positive references

Factors to Consider

- ASAP Towing is 9.3 miles from City Hall, the furthest of the five responsive contractors
- The closest bus stop is almost a mile from the business office, this could be problematic for citizens to pick up their cars
- Not trolley accessible
- Trucks dispatched by cell phone
- Business office does not have 24-hour on site employees
- Monitored after hours from El Cajon
- Customers would have to call the after-hours phone number and wait for someone to respond
- No current process in place to collect fees due the City, the contractor would have to create an administrative process and train employees
- No prior experience as a National City tow provider

B. Cortes Towing

Advantages

- Met RFP requirements
- Long history of municipal tow service
- CHP certified trucks – all sizes required in RFP, high quality equipment
- Business office/dispatch staffed 24 hours a day (on-site)
- Storage lot is approximately 34,000 square feet
- Current tow contracts with CHP, Chula Vista Police Department, San Diego Police Department, San Diego Sheriff's Office, and AAA
- Multiple surveillance cameras with motion sensors around the storage lot
- Double mechanical entry gates

- Good 8-foot fencing with barbed and razor wire
- 3 enclosed and 1 RV sized evidence storage area for evidentiary vehicle storage
- Paved vehicle inspection area with a mechanical vehicle lift for inspections
- Positive references
- Located close to the trolley with bus access within 1 block of the business office

Factors to Consider

- No prior experience as a National City tow provider
- No current process in place to collect fees due the City, the contractor would have to create an administrative process and train employees
- Cortes Towing's business office is located 7.2 miles from city hall, second farthest of the five tow contractors
- Cortes Towing is one of the smallest of the contractors with 8 tow trucks available to the City

C. Quality Towing

Advantages

- Met RFP requirements
- Business office located 2.5 miles from City Hall, second closest of the five contractors
- Long history of municipal tow service
- CHP certified trucks – all sizes required in RFP, high quality equipment
- 34 tow trucks with over 30 drivers
- Multiple surveillance cameras with motion sensors
- Current tow contracts with CHP, San Diego Police Department, San Diego Sheriff's Office (Lemon Grove), Chula Vista Police Department, El Cajon Police Department, and AAA
- 3 secure evidence storage bays for evidentiary vehicle storage
- Storage lot is 25,000 square feet
- Large, paved storage yard, with 8-to-10-foot chain link and solid wall fencing with barbed and razor wire, and well lit
- Positive references

Factors to Consider

- The closest bus stop is about 5 blocks from the business office, this could be problematic for citizens to pick up their cars
- Not trolley accessible
- Trucks dispatched by cell phone
- Business office does not have 24-hour on site employees
- Monitored after hours from Lemon Grove
- Customers would have to call the after-hours phone number and wait for someone to respond
- No current process in place to collect fees due the City, the contractor would have to create an administrative process and train employees
- No prior experience as a National City tow provider

D. Road One Towing

Advantages

- Met RFP requirements
- Located close to National City (3.0 miles)
- Road One is the City's current tow contractor and there have been few issues with the service
- Long history of municipal tow service
- The largest contractor with the most equipment
- CHP certified trucks – all sizes required in RFP, high quality equipment, largest fleet
 - The fleet of trucks is new and equipped with the advanced technology such as GPS to assist with faster response times on calls for service
 - Each driver is issued a smart phone with an application that receives the call for service, then the driver can mark his arrival time and when they are in tow
 - The application also allows the driver to upload all vehicle information into the Road One tow system automatically
- Main business office/dispatch staffed 24/7
- Large storage lot (150,000sq ft), alarmed, video surveillance, well lit
- Has 5 secure storage lockers for evidentiary vehicles
- Has process in place to collect fees due to the City
- Current tow contracts with CHP, San Diego Police Department, Chula Vista Police Department, Escondido Police Department, San Diego Sheriff's Office, and the National City Police Department
- Positive references
- Better Business Bureau Rating: A

Factors to Consider

- The closest bus stop is about .4 miles away
- No trolley within walking distance
- Business documents are not kept in the business office, you need to either go to their Kearny Mesa location, or wait for documents to be delivered
- During site inspection it was discovered that the fencing located at the southern end of the 150,000 square foot lot was damaged with areas large enough for a person to enter the property; the fencing issue is compounded by this area of the storage lot not having any surveillance cameras
- Storage lot is mostly dirt and gravel with evidence of past flooding and pooling water

E. Tony's Towing

Advantages

- Met RFP requirements
- Located close to National City (2.4 miles), the closest of all five responsive contractors
- Bus stop within one block of the business office
- Long history of municipal tow service
- Numerous service awards from AAA
- CHP certified trucks – all sizes required in RFP, high quality equipment
- Business office/dispatch staffed 24 hours a day (on-site)
- Storage lot is approximately 36,000 square feet
- Current tow contracts with CHP San Diego area, CHP El Cajon area, Chula Vista Police Department, City of Chula Vista, El Cajon Police Department, San Diego Sheriff's Office, and AAA
- Multiple high-definition surveillance cameras with motion sensors

- Alarmed business office
- Good 8-to-10-foot chain link and solid wall fencing with barbed and razor wire
- Positive references

Factors to Consider

- No prior experience as a National City tow provider
- No current process in place to collect fees due the City, the contractor would have to create an administrative process and train employees
- No trolley access within walking distance
- Tony's is one of the smallest of the five responsive contractors, with only about 10 trucks available to the City

The RFP content and the above site visit results and analysis were evaluated by the tow working group to determine technical rankings of the proposals.

Rating Criteria:

Technical Considerations

The technical ratings consisted of ten (10) categories:

- Dispatch Center -- type of dispatch center (on-site versus remote), personnel and hours of operation, 24-hour service
- Communications -- easily accessible 24-hour dispatch center, appropriate communications equipment (radios, cell phones, MDC's, etc.)
- Equipment -- type of vehicles, fleet size (number of trucks)
- Distance -- distance of tow yard from City and effect on response times
- Public Transportation -- accessibility to the community, access to public transportation (trolley, bus stops)
- Lot Size -- adequate lot size to meet City needs (minimum 10,000 square feet)
- Personnel -- number of available tow truck operators
- Security -- secured lot (alarmed, 8' fence/wall, and security cameras)
- Evidence Storage -- secured area set aside for vehicles impounded as evidence
- RFP -- responsiveness and completeness with RFP requirements

Pricing Considerations

The proposed rates from the five (5) responsive tow contractors differ from one another, with a significant gap between the highest and lowest proposed rates. Details of the rates proposed by the potential contractors are shown in attached Exhibit C, Towing Contract Price Comparison. The pricing proposed by the tow contractors was evaluated by the working group to establish price rankings.

Weighting Factor

Eight (8) members of the tow contract working group voted on both the technical and pricing considerations. Scoring was on a scale from 1-5, with 5 being the highest:

Scoring Scale	
5	Excellent
4	Above Average
3	Average
2	Below Average
1	Unsatisfactory

The maximum technical score was 400 points:

- 10 categories
- Could score 5 points maximum per category
- Maximum of 400 points in the technical category

The maximum pricing score was 40 points:

- 1 category
- Could score 5 points maximum per category
- Maximum of 40 points in the pricing category

Technical ratings and pricing ratings were weighted on a 70:30 ratio:

- Technical score was weighted 70% of the overall score
- Pricing score was weighted 30% of the overall score
- Weighted Technical Score + Weighted Pricing Score = Final Score

Weighted Results

The maximum possible raw score (combining both technical and pricing considerations) was 440 points:

- 400 Technical points + 40 Pricing points = 440 combined points

To apply the 70:30 weighted ratio (making technical scores worth 70% and pricing worth 30%), the following formula was applied:

- Technical
 - $440 \times 70\% = 308$ possible weighted points
 - $308 \div 400 = 0.77$ weighting factor
- Pricing
 - $440 \times 30\% = 132$ possible weighted points
 - $132 \div 40 = 3.30$ weighting factor

Based on the above formulas and criteria, the final weighted rankings were as follows:

	Technical Raw Score	Weighted Technical Score (x .77)	Pricing Raw Score	Weighted Pricing Score (x 3.3)	Weighted Total	Rank
Cortes	340	262	40	132	394	1
Tony's	344	265	32	106	370	2
Quality	294	226	32	106	332	3
Road One	336	259	16	53	312	4
ASAP	250	193	16	53	245	5

After reviewing all responses to the RFP and conducting the site inspections, staff completed a thorough evaluation of all proposals. As set forth in the RFP and discussed above, the working group established technical rankings of proposals and evaluated those in conjunction with price rankings to determine final rankings, as follows:

1. Cortes Towing Enterprises Inc.
2. Tony's Auto Center Inc.
3. Quality Towing
4. RoadOne Towing
5. ASAP Towing

Consistent with the objectives of the City Council-approved RFP, the tow contract working group recommends that the City enter into contracts with two (2) towing and impound contractors. Consistent with past practice and based on prior experience, it is more efficient to manage and administer two (2) tow contractors in terms of scheduling, preparing monthly reports, and tracking all contract obligations and requirements.

Based on the comprehensive RFP and evaluation process, with consideration of overall best value to the City, staff recommends awarding and entering into tow contracts with the two top-ranked tow providers: Cortes Towing Enterprises Inc. and Tony's Auto Center Inc. dba Tony's Auto Center.

Tow Rates:

Overall, the lower proposed rates were similar to the tow rates charged under the current contract cycle from 2021. Based on the rates proposed by the two recommended tow operators, the rates recommended by the working group establish consistent tow rates, reflected in the column titled "Final Pricing" in Exhibit C. The most commonly used fee charged is for basic towing which, at \$200, is just slightly higher than the previous towing services contracts. If the City Council approves the rates recommended by the working group, such rates would be the City-approved rates for the new contractors and are included in the contracts for approval, attached as Exhibit B.

FINANCIAL STATEMENT:

The quarterly Towing Program Fee revenue shall be \$37,582, for an annual total of \$150,328, paid in equal shares by the two designated contractors. Revenues are recorded in account no. 100-70-21-21100-3558-.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

This is not a project under CEQA, and is therefore, not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Site Visit Report, Site Visit Forms
Exhibit B – Contracts: Cortes Towing Inc. & Tony's Auto Center
Exhibit C – Towing Contract Price Comparisons
Exhibit D – Resolution
Exhibit E – Presentation

NATIONAL CITY POLICE DEPARTMENT
MEMORANDUM

DATE: July 14th, 2026
TO: Tow Contract Committee
FROM: Scott Shanahan, Tow Contract Committee Member
SUBJECT: **Towing & Impound Contract Request for Proposal – Site Visits**

Request for Proposal (“RFP”) #GS2526-1 was issued to establish a new towing and impound contract for the City of National City. The RFP issuance and submittal process was through PlanetBids, an online electronic bidding platform. This information was sent to prospective vendors and advertised in the San Diego Union Tribune and Star News. The completed RFPs were due on PlanetBids by June 15th, 2026. The City received seven (7) responses. Upon initial review of all the proposals by the Tow Contract Committee, it was decided to conduct site visits for all seven (7) tow contractor sites, without implying or determining that all proposals met the minimum requirements.

The seven (7) sites were visited on June 22nd and 23rd in the following order:

- Angelo’s Towing, 1177 S. 26th Street, San Diego
- Road One Towing, 3333 National Ave, San Deigo
- Loyal Towing, 2647 Main Street, San Diego
- Cortes Towing, 919 Hollister Street, San Diego
- ASAP Towing., 1885 Nirvana St, Chula Vista
- Tony’s Auto Center and Towing, 38 Third Ave Ste. B, Chula Vista
- Quality Towing, 270 Trousdale St., Chula Vista

Site visits were conducted on all seven (7) tow contractors by: Ramil Laurino, Police Operations Assistant, Vanessa Castro, Traffic Office Coordinator; Officer Miguel Lozano; and Sergeant Scott Shanahan.

As stated in the RFP, the site visits were conducted without prior notice in order to view the tow contractors in their normal everyday business setting. The site visits were conducted over a two-day period on Monday, June 22nd and Tuesday, June 23rd, 2026. A site visit checklist was completed during each site visit. The checklists are attached to this memorandum.

During each of the inspections, I requested copies of the CHP 234B forms for all of the company’s tow trucks, as well as photo copies of the California driver’s licenses and CHP 234F forms on each

of the tow truck drivers who will service the City. I requested each vendor provide the copies as soon as possible, but no later than Monday June 30th, 2026.

- ASAP Towing still needs to provide current copies of the CHP 234B forms for all trucks that will be used as part of the contract. I received the forms from 2025 after requesting them during the site inspection. I spoke with Martina from ASAP Towing who said that they would not have the 234B forms until probably July 5th or 6th, 2026. *No 234B forms were submitted with the RFP proposal, however, there was a written explanation provided.*
- Loyal Towing turned in all forms that were requested during the site inspection.
- Tony's Auto Center and Towing is only missing a copy of the National City business license. Tony's applied for the City's business license and the process is still pending.
- Road One Towing did not have copies of the 234B forms during the site inspection, but provided current copies of the CHP 234B forms via email on 06/29/2026. *Road One Towing did not turn in the current 234B forms with the RFP proposal, however, they did provide a written explanation that was required per the RFP instructions.*
- Angelo's Towing failed to turn in the current 234B forms with their RFP proposal as required and failed to provide a written explanation as required by the RFP instructions. Angelo's Towing sent the 234B documents to me via email on 06/25/2026, however the documents we signed by an Angelo's Towing employee instead of the CHP officer who conducted the inspections.
- Quality Towing still needs to turn in the current CHP 234F forms for all driver's that will be working in National City if they are selected. Update; I received the 234F forms via email on 06/29/2026.
- Cortes Towing is only missing a copy of the National City Business License. Cortes applied for the City's business license and the process is still pending.

I inspected all forms provided by each vendor. These forms included photo copies of the driver's license for all drivers who will be servicing the City of National City and CHP 243B forms (Tow Truck Inspection Forms) of the trucks that will be servicing the City. I also verified the forms were current and filled out completely, and I inspected the copy of the driver's licenses to confirm the validity.

During the site visits, Ramil Laurino, Vanessa Castro, Officer Lozano and I looked for the following items at each lot:

- Copies of 234B CHP forms
- Copies of the California driver's licenses and 234F CHP forms for drivers
- Distance from City Hall
- Lot size (over 10,000 square feet)
- Nearby public transportation
- How the lot was enclosed, e.g., fenced or solid wall, etc.
- Lockable gates
- Alarm systems
- Security cameras
- Sufficient lighting

- Drainage
- Secured evidence storage
- Paved examination area

RESULTS OF SITE VISITS

Angelo's Towing (visited 6/22/2026 @ 10:23 am)

Employee present – Jimmie Cavalier

Angelo's Towing has a current National City business license. Their business office/storage lot is located at 1177 S. 26th Street in San Diego, which is approximately 3.0 miles from the City Hall. Their business office is staffed 24 hours a day/7 day a week. During the business hours of 6:00 am to 6:00 pm, there are several office employees present; from 10:00 pm to 6:00 am the staff consists of 2 to 3 dispatchers, as well as office staff to deal with customers who come in for vehicle releases. All incoming phone calls are answered by office staff. The office staff is available 24/7 for after-hours vehicle releases. The current fee schedule is posted at the business, they accept cash and major credit cards, and have cash on hand for change. An inspection of invoices verified that customer invoices are itemized with all charges.

Angelo's Towing currently tows for the California Highway Patrol ("CHP") (from 2016 to present), the Coronado Police Department (from 2010 to present), the San Diego Sheriff's Department (from multiple different years to the present), and the Automobile Club ("AAA") (from 2006 to the present). Angelo's Towing also served the National City Police Department from 2016 to the present. Angelo's has a current system in place for reconciliations with the National City Police Department. They are a large AAA provider with over one thousand AAA calls for service each month.

Angelo's tow truck fleet meets the RFP requirements. All trucks are CHP certified through June 30th of 2026. During the site visit, I was provided with copies of the 234B forms for all tow trucks valid through June 30th of 2026. Jimmie told me that they had all of their vehicles inspected for the year July 1st 2026 through June 30th 2027, prior to submitting the RFP. However, they had not received the 234B's for the most recent inspection. Jimmie said that he would contact CHP and provide me with the current 234B forms within the next couple of days.

During the inspection I was also provided with copies of the California drivers' license and 234F forms for each driver that would be servicing the contract.

The business has standard duty, medium duty, and heavy-duty wheel lift trucks, standard/medium duty rollback trucks, and a heavy-duty landau truck. The business also has a tow truck capable of sub-garage towing and an off-road capable vehicle. All trucks are equipped within RFP requirements.

Angelo's Towing's storage lot is located in San Diego and close to public transportation. The bus stop is about one (1) block away and the trolley station is about a half (½) mile from the Angelo's Towing business office. The storage lot is paved and is approximately 24,000 square feet. This

estimate was confirmed by Officer Lozano who measured the lot with a laser measuring device. The storage yard is enclosed by a combination of 8-foot solid fence and wall with a locked electronic gate. The lot is alarmed and monitored by several high-definition cameras that record. The lot is well lit with pole and building mounted lights. The storage lot has (3) secured chain link storage areas for evidentiary vehicles. There is no paved area specifically for vehicle examinations, but the lot is asphalt and cement and there is room in the yard for examinations as needed.

I exchanged emails with Jimmie over the next couple of days and had not received any update of the 234B forms. On Wednesday, June 24th at 1745 hours, I sent Jimmie an email letting him know that I needed the 234B forms no later than June 30th, 2026. I also advised that the 234B forms were actually due with the RFP proposal. I did not hear back from Jimmie, so I called him on Thursday the 25th at about 1025 hours to check with him about the documents. I spoke with Jimmie who said that he would have the documents to me before the end of the day. At about 1452 hours, I received an email response from Jimmie saying the he had attached the requested insurance and CHP 234B documents. I opened each attachment and confirmed that the insurance information requested was accurate. Next, I opened the 234B documents and inspected them to make sure they were the current, signed documents from CHP. Upon inspecting the documents, I discovered that they were all filled out, signed and dated by Jimmie Cavalier. I also noticed that the documents were all dated June 15th, 2026, which was the day that the RFP proposals were due to be submitted with PlanetBids. This was very concerning because the inspections are to be completed by the CHP and signed by the officer conducting the inspection, not by a company employee.

Conclusion: **Angelo's Towing did not follow the RFP instructions by failing to provide fully-executed copies of the CHP 234B forms and failed to provide a written explanation. Instead, the forms were signed by their employee.**

Road One Towing (visited 06/22/2026 @ 12:41 pm)

Employee present – Nicollette Hall

Road One Towing has a current National City business license. The business license was not displayed at the business office. I was able to inspect a copy of the business license during the inspection. Their business office/storage lot is located at 3333 National Avenue in San Diego, which is approximately 3.2 miles from the City Hall. This business office is staffed Monday – Friday, 8:00 am to 6:00 pm. There is also a sign indicating the business hours are 8AM-5PM, except for NCPD. The hours for NCPD are 8AM to 6 PM.

Employees will be on site 24 hours a day at the 3333 National Avenue location. After-hours phone calls are routed to the main office/dispatchers and answered by staff. If an after-hours release is requested by a customer, the dispatcher would immediately contact the on-site employee at the storage lot to assist the customer. The current fee schedule is posted at the business, they accept cash and major credit cards, and have cash on hand for change. An inspection of invoices verified that customer invoices are itemized with all charges.

Road One Towing contracts with several current law enforcement agencies. Road One has current contracts with the San Diego Police Department (from 1980 to present), the Escondido Police Department (from 2004 to present), the San Diego Sheriff's Department (from 2007 to present), CHP (from 1979 to present), the Chula Vista Police Department (from 1997 to present), and the La Mesa Police Department (from 2011 to present). Road One Towing has also been contracted with the National City Police Department from 2011 to present.

Road One Towing has a system in place to post reconciliations for other jurisdictions. They also currently have a system in place for National City.

Road One Towing's truck fleet meets the RFP requirements. All trucks are CHP certified through June 30th, 2026. During the site inspection, I requested 234B forms for all of the trucks that would be used to service the contract. I also asked to see copies of the California drivers' licenses and CHP 234F forms for each driver that would service the City during the contract. Nicollette told me that they had all of their vehicles inspected for the year July 1st 2026 through June 30th 2027 prior to submitting the RFP. However, they had not received the 234B's from CHP for the most recent inspection. I was told that all of the other documents were located at their corporate office in Kearney Mesa.

After completing the rest of the inspection, we headed to the Kearney Mesa office and met with an employee named Robert, who supplied us with the 234B forms from 2025 that are good through June 30th, 2026. I was also provided with the 234F forms and a copy of the California driver's license of every driver who will work on the contract. I verified that the forms were legitimate. Robert told me that he would work on getting the updated 234B forms from CHP within the next couple of days. I later received an email from the owner of Road One Towing, Brad Ramsey, saying that they would have the up-to-date 234B forms available by June 30th, 2026. I received the current 234B forms from Brad on Monday June 29th, 2026.

Road One Towing has standard duty, medium duty, and heavy-duty wheel lift trucks, standard/medium duty rollback trucks, and a heavy-duty truck. The business also has tow trucks capable of sub-garage towing and off-road capable vehicles. All trucks are equipped within RFP requirements. Road One has the largest fleet of trucks of all the RFP proposals.

Road One Towing's storage lot is located in San Diego and close to public transportation. The closest bus stop is located at National Ave and 30th Street, about .4 miles from the business office. There is also the Harborside trolley station located about 1 mile from the business office. The storage lot is composed of asphalt in the area near the main gate and around the business office. The rest of the lot is a combination of gravel-type surface and dirt and is approximately 150,000 square feet. My visual estimate of the lot size agrees with this estimate. There is poor drainage on the lot and evidence that pooling water can occur.

The lot is shared by the KSON radio antenna tower and a utility building belonging to KSON located on the southern end of the lot. Officer Lozano and I walked the entire 150,000 square foot lot to inspect the fence line and to look for lighting and security cameras.

During the inspection, I determined that the front area of the property near the main entrance to the storage lot was secured with an approximate 8-foot chain link fence with an automatic electric powered gate. The chain link fence in this area was topped with barbed wire. As I made my way towards the south end of the lot, I noticed that some of the chain link fencing was reinforced with iron fencing. I noticed as I got to the south end of the lot that the fencing bordering the I-5 freeway transition ramp was in poor shape and, in several places, I could see holes in the fence big enough for a person to enter the lot.

In one part of the fence, I noted and photographed a hole in the fencing with access from a drainage ditch into the secure lot. There was a large piece of an old RV or trailer that was used to cover the hole; however, the object had been pushed aside allowing access through the opening. In another area, I saw and photographed that the chain link fence had been cut and was open. Rebar was used to attempt to close the opening, however, it appeared to me that someone would still be able to access the secured lot through the opening.

The lot itself is monitored by security cameras equipped with motion sensors that record. However, most of the cameras were mounted in the front portion of the lot around the business office and secured evidence parking. There were no cameras mounted in the far southern end of the lot. I asked Nicollette about this and she said that because of the KSON radio tower they could not install cameras in that part of the storage lot.

I viewed the camera footage from inside the business office and found that there was a camera mounted on the building that covered the southern end of the storage lot, but the image was from far off and didn't provide a very good image of that area. The issues with the fencing on the far end of the lot where there is lighting, but limited security camera footage, is a security concern because anyone could enter the secured lot and would likely not be noticed during darkness.

As far as overall lighting, the lot is well lit with pole and building mounted lights.

The storage lot has an indoor secured storage area for evidentiary vehicles and has a paved vehicle examination area.

Conclusion: Road One Towing meets all RFP requirements. Openings in the secure fencing are an area of concern.

Loyal Towing (visited 06/23/2026 @ 11:30 am)

Employee present – Abdul Mansour

Loyal Towing has a current business license in their current jurisdiction. Their business office/storage lot is located at 2647 Main Street in San Diego which is approximately 3.2 miles from City Hall. Their business office is staffed 24 hours a day, 7 days a week. Their business hours are 8:00 am to 5:00 pm. All incoming phone calls are answered by office staff. The office staff is available 24/7 for after-hours vehicle releases. The current fee schedule is posted at the business, they accept cash and major credit cards, and have cash on hand for change. An inspection of invoices verified that customer invoices are itemized with all charges. The City of San Diego

business license was posted; however, the National City business license was not. I was provided with a copy of the National City business license.

Loyal Towing currently has contracts with CHP in San Diego and Sacramento, the Harbor Police Department, the Sacramento Police Department, US Customs and Border Protection, US Naval Police, AAA, and Geico. Loyal Towing has been contracted with CHP San Diego between 2016 and the present, Harbor PD between 2024 and present, US Naval Police between 2017 to present, CHP Sacramento between July 2026 to July 2027, AAA of Southern California between 2018 to present, AAA Mountain West Group between 2017 and present, and Geico between 2016 to present.

Loyal Towing has a system in place for reconciliation for other contracts and will be able to set up a system for reconciliation for National City.

During the inspection I was provided with copies of the California drivers' license and 234F forms for each driver that would be servicing the contract.

Loyal Towing's truck fleet meets the RFP requirements. All trucks are CHP certified. During the site visit, I was provided with copies of the 234B forms for all tow trucks valid through June 30th of 2027. The business has standard duty, medium duty, and heavy-duty wheel lift trucks, standard/medium duty rollback trucks, and a heavy-duty truck. The business also has a tow truck capable of sub-garage towing and an off-road capable vehicle. Loyal Towing will provide (2) trucks dedicated to the City with an additional (8) trucks as needed. All trucks are equipped within RFP requirements.

Loyal Towing's storage lot is located in San Diego and close to public transportation. There is a bus stop within one (1) block and the Harborside Trolley Station is about two (2) blocks away. Abdul estimated the size of his storage lot to be about 18,000 square feet. The lot appeared to be small to my estimation. Officer Lozano used a laser measuring device and discovered that the secure storage lot was only about 5,600 square feet. Abdul said that they have an overflow lot located at 1450 Frontage Road in Chula Vista that is about 23,000 square feet. Abdul said that they use that lot to store vehicles that remain on the Main Street lot for extended periods of time. Abdul said that if someone comes to claim a vehicle that has been sent to the Frontage Street lot that they will tow the vehicle to the customer at no charge.

The main storage yard on Main Street is enclosed by a solid chain link with mesh fence and a locked electric security gate. The chain link fencing on the front of the property is about 8 feet high with razor and barbed wire on top. The secure storage lot borders the trolley tracks on the west and has an approximate 5-foot chain link fence topped with barbed wire (The RFP requires an 8-foot fence around the storage lot). There is another small parking area directly behind the main office that is surrounded by an 8-to-10-foot chain link fence topped with barbed wire and razor wire.

The lot is monitored by several cameras that record and have intrusion sensors. The main building has a security system. The lot is well lit with pole mounted lights. There is not currently any secure evidence storage area or a paved area for conducting vehicle inspections; however, Abdul

said that he has space in the large indoor garage that he can set up an evidence storage area if he is given the contract.

Loyal Towing has another storage location in close proximity to National City (1450 Frontage Road) in Chula Vista. I drove by the location and found that it is enclosed by an 8-foot iron fence surrounding the entire property. The fence has several security lights and motion sensor cameras surrounding the storage lot; however, the lot is not staffed. The estimated size of the lot provided by Abdul was 23,000 square feet. My visual estimate seems to match that assessment. Also, worth noting, the property had a large for sale sign posted in front.

Although Loyal Towing has an overflow lot that meets the 10,000 square foot requirement of the RFP, their main business office that will be the home office for the contract falls well short of the 10,000 square foot requirement. I also see it being an issue if customers have to wait for their car to be towed from a lot located several miles away off of a busy freeway.

Conclusion: Loyal Towing does not meet all RFP requirements. The main storage lot does not meet the 10,000 square foot, which is required by the RFP. Also, a portion of the fence bordering the storage lot does not meet the 8-foot threshold require by the RFP.

Cortes Towing Enterprises, Inc. (visited 06/23/2026 @ 10:23 am)

Employees present – Johnny Cortes

Cortes Towing has a City of San Diego business license displayed. Cortes Towing did not have a City of National City business license displayed. Cortes advised that they applied for their National City Business license last week and that it was still pending. Their business office/storage lot is located at 919 Hollister Street in San Diego, which is approximately 7.2 miles from City Hall. According to Google maps, this a 13-minute drive without traffic. This is an area of concern for me as the response time is 20 minutes from time of call.

The business hours are listed as 8:00 am to 5:00 pm Monday through Friday, there were several office employees and one dispatcher present during business hours. All incoming phone calls are answered by office staff. The office staff is available 24/7 for after-hours vehicle releases with staff on site 24 hours. The current fee schedule is posted at the business, they accept cash and major credit cards, and have cash on hand for change. An inspection of invoices verified that customer invoices are itemized with all charges.

Cortes Towing contracts with several current law enforcement agencies. Cortes has current contracts with the San Diego Police Department (from 2012 to present), the San Diego Sheriff's Department (from 2012 to present), CHP (from 2009 to present), the Chula Vista Police Department (from 2016 to present), and AAA (from 1996 to present). Cortes Towing has a system in place to post reconciliations for other jurisdictions. They currently do not have a system in place for National City.

Cortes Towing's truck fleet meets the RFP requirements. Their trucks are CHP certified through June 30th of 2026 and have passed inspection for the July 1st, 2026 to June 30th, 2027 certification.

Cortes Towing provided copies of the 234B's forms in the RFP and I verified the forms during the site inspection. They also provided copies of the California driver's licenses and 234F forms for all drivers that will work on the contract.

Cortes Towing has standard duty and medium duty wheel lift trucks and standard/medium duty rollback trucks. Their trucks are equipped within RFP requirements. They now have a heavy-duty tow truck. They also now have a running vehicle capable of off-road towing, and a tow truck capable of sub-garage towing.

Cortes Towing's storage lot is located in San Diego and close to public transportation. The closest bus stop is located at Hollister Street and Elm Street about one (1) block from the business office. There is also the Palm Avenue trolley station located about .3 miles from the business office. The storage lot is paved with a combination of asphalt and cement and is approximately 35,000 square feet. My visual estimate of the lot size agrees with this estimate.

The storage yard is enclosed by an 8-foot chain link with mesh fence with a double, locked electronic security gate on the west side. The north side of the property is secured by a 10-foot solid metal wall. The east side of the property is secured by an 8-foot block wall topped with barbed wire. The south side of the property is secured by an 8-foot chain link fence topped with barbed wire. The lot is alarmed and monitored by several cameras that record. The lot is well lit with pole and building mounted lights. The storage lot has a garage unit with (3) separate secure storage bins for evidence vehicles. In addition, there is a separate chain link large RV sized evidence storage unit on the property. Cortes has a paved vehicle examination area that includes a hydraulic lift for vehicle mechanical inspections.

Conclusion: Cortes Towing meets all RFP requirements. Area of concern, potential 20-minute response time issues.

ASAP Towing (visited 06/23/2026 @ 11:35 am)

Employee present – Aram Sador

ASAP Towing has a current business license for their jurisdiction. Their business office/storage lot is located at 1883-1885 Nirvana Street in Chula Vista, which is either 10.2 miles or 9.3 miles from City Hall depending on the route taken. According to Google maps, the travel time is 15 minute or 18 minutes, respectively. That is an estimate with no traffic. This raises a concern about whether they can timely respond to calls, due to the distance from National City.

Their business office is supposed to be staffed from 8 am to 6 pm. All incoming phone calls are answered by office staff during business hours. Business hours are posted as 8 AM to 5 PM on the fence outside the front pedestrian gate. The office staff is available 24/7 for after-hours vehicle releases, through contact with the answering service. The business office at 1883-1885 Nirvana Street is not staffed 24 hours a day.

When we arrived for our site inspection, the gate entrance that leads to the walk-up window for customers had a sign advising that the gate was "Under repair" and to call the business office number for assistance. I called the number and spoke with an off-site employee who advised that

she would call and have someone return to the location to assist us. While waiting we noticed another employee who was working on a ladder just inside the gate. I called out to him and advised him that we were there for a surprise inspection and he did not let us in, but did call for another employee to return to assist us. We waited for about 15 minutes for Aram to arrive. Aram allowed us onto the property to conduct the inspection.

The current fee schedule is posted at the business, they accept cash and major credit cards, and have cash on hand for change. We were unable to inspect invoices because they did not have any documents at the location.

ASAP contracts with several current law enforcement agencies. ASAP has current contracts with CHP in El Cajon (from 2013 to present), CHP San Diego area (from 2008 to present), CHP North County area (from 2020 to present), the El Cajon Police Department (from 2014 to present), the San Diego Police Department (from 2017 to present), the San Diego County Sheriff's Department (from 2017 to present), the Port of San Diego (from 2024 to present), North County Transit District (from 2025 to present), and CHP evidence (from 2026 to present).

ASAP's tow trucks meet the RFP requirements. The business has standard duty, medium duty, and heavy-duty wheel lift trucks, standard/medium duty rollback trucks, and a heavy-duty truck. The business also has tow trucks capable of sub-garage towing and off-road capable vehicles.

During the inspection, I was unable to determine if ASAP's tow trucks are CHP certified. ASAP did not provide any current or old CHP 234B forms with their RFP submission; however, they did provide a written explanation as required by the RFP. During the site visit there were no documents on scene. I spoke with an employee named Martina on the phone who advised that all of the company's documents are kept at their El Cajon location. I advised Martina that I needed copies of the current CHP 234B forms for their tow trucks, as well as copies of the California driver's license and 234F form from each driver that would service National City on the contract. I provided Martina with my email address and she said that she would email the documents to me today.

ASAP Towing's storage lot is located in Chula Vista, but there is no nearby public transportation. The closest bus stop is located at Main Street and Brandywine Ave, which is .8 miles from the business office on Nirvana Street. I determined it would take a person about an hour on public transportation from National City before having to walk the last .8 miles just to reach the yard. This is a major concern because customers from National City would have an issue reaching their business office in a timely manner.

During the lot inspection, I noted that there were only a few cars on the lot, which I found odd because other tow yards have numerous cars on the lot in a variety of condition. Aram said that they have another lot located at 610 Arizona Street that they also use. I confirmed with Aram that the Nirvana Street location was going to be the contract location. He said that it was and that the other lot was for additional storage.

The yard size was listed as 40,000 square feet. Officer Lozano measured the lot with a laser measuring device and determined the true square footage at closer to 28,000 square feet. The

storage yard is enclosed by an approximate 8-to-10-foot chain link fence topped with both barbed and razor wire. There is also an electronic metal and iron gate that opens with a push code from the driver. The west side of the storage lot is protected by an 8-foot chain link fence topped with razor wire. The south side of the storage lot is protected by an 8 to 10 fence iron fence. The east side of the storage lot is protected by an approximate 10-foot cinder block wall that is topped with an 8-foot iron fence. The lot contains four (4) secured parking areas for evidence vehicles. All four (4) spots are secured with chain link fencing. The lot and business office have numerous security cameras around the property that cover all areas. The cameras are equipped with motion sensors that will notify the main off site dispatch center if tripped. There is no actual alarm system on the business office, and the office is not occupied 24 hours a day. All monitoring is done from the El Cajon office. This raises security concerns if evidence vehicles are left unattended during non-business hours.

Conclusion: ASAP Towing meets RFP requirements. Area of concern, the business office is barely within the 10-mile radius, potential for 20-minute response issues. Also monitored from off site in El Cajon.

Tony's Auto Service (visited 06/23/2026 @ 1:40 pm)

Employee present – Sanar Abed

Tony's Auto Service has a current business license in their jurisdiction posted inside the business office. Tony's Auto Service has applied for their National City Business license, but the application is still pending. Their business office/storage lot is located at 38 Third Avenue, Chula Vista which is approximately 2.3 miles from the National City City Hall.

Tony's Auto Service business office is staffed Monday – Friday, 8:00 am to 6:00 pm (the posted hours state 8:00 am to 5:00 pm). There will also be employees on-site 24 hours a day at the 38 Third Avenue location. After hours, phone calls will be handled by an on-site dispatcher who will notify an on-site employee if an after-hours release is requested by a customer. The current fee schedule is posted at the business. They accept cash and major credit cards, and have cash on hand for change. An inspection of invoices verified that customer invoices are itemized with all charges.

Tony's Auto Service has a system in place to post reconciliations for other municipalities. They do not currently have a system in place for the City of National City, but have the ability to put a system in place if awarded the contract.

Tony's Auto Service has contracts with several current law enforcement agencies. Tony's Auto Service has current contracts with CHP San Diego area (from 1985 to present), CHP El Cajon area (from 2019 to present), the City of Chula Vista (from 1980 to present), the Chula Vista Police Department (from 1969 to present), the San Diego Sheriff's Department (from 2019 to present), the El Cajon Police Department (from 2022 to present), and AAA (from 1980 to present).

Tony's Auto Service's truck fleet meets the RFP requirements. All trucks are CHP certified through June 30th, 2026 and have been recertified for the period 2026 through 2027. Copies of the CHP 234B inspection forms were supplied with the RFP proposal and verified during the site

inspection. I obtained copies of the California driver's license and 234F CHP forms for all drivers that will work on the contract if awarded.

The business has standard duty, medium duty, and heavy-duty wheel lift trucks, standard/medium duty rollback trucks, and heavy-duty trucks. The business also has a tow truck capable of sub-garage towing and an off-road capable vehicle. All trucks are equipped within RFP requirements.

Tony's Auto Service storage lot is located in Chula Vista and close to public transportation. There are several bus stops within walking distance of their business office.

The storage lot has a gravel surface and is listed as approximately 33,000 square feet. Officer Lozano measured the storage lot with a laser measuring device and determined the lot size to be closer to 30,000 square feet. The storage yard is enclosed by a 10-foot chain link fence with mesh with a locked electronic gate for tow trucks to enter and exit. There is also a locked pedestrian gate. The lot is alarmed with HD surveillance cameras that have motion sensors. The cameras are monitored from the dispatch center on site. The lot appears to be well lit by numerous pole mounted lights around the perimeter. The storage lot does not currently have a secured evidence storage in place; however, Tony said that he will have the chain link secure evidence cages put in place before the beginning of the contract if awarded. Tony also said that they currently have an evidence storage area at a secondary storage lot on Auto Park Way in Chula Vista.

I visited the storage lot on Auto Park Way on 07/02/2026 at about 0940 hours. The storage lot is a good 50,000+ square foot area. There is no one present on site and there were very few cars on the lot, which leads me to believe that the lot is strictly used for overflow. The lot had limited lighting and it appeared the only security camera was at the main entrance. There was signage and a locked pedestrian gate leading to a Conex box that was being used as a business office. However, the pedestrian gate lock and chain were rusted and it didn't look as if the gate had been opened in some time. The tow truck entrance gate was actually unlocked and I was able to pull it open. I did not see any evidence of a secure storage area for evidence vehicles on the property.

Conclusion: **Tony's Auto Service meets all RFP requirements except for not having secure storage area. However, the owner said that he will install a secure parking area prior to starting the contract.**

Quality Towing (visited 06/23/2026 @ 2:19 pm)

Employee present – Adrian Jiminez

Quality Towing has a current business license for their jurisdiction in Chula Vista posted on the walk-up window of the business office. They also have a National City business license posted inside the business office. Their business office/storage lot is located at 270 Trousdale St in Chula Vista, which is 3.5 miles from City Hall.

Their business office is staffed from 8 AM to 6 PM. The sign outside the business on the main gate indicates business hours are 8 AM to 5 PM. There are also business hours posted on the brick wall next to the main gate indicating the business hours are from 8 AM to 6PM. All incoming phone calls are answered by office staff during business hours. The office staff is available 24/7 for after-

hours vehicle releases. However, there is no one on-site 24 hours. The office is monitored from their main office in Lemon Grove during non-business hours. The current fee schedule is posted at the business, they accept cash and major credit cards, and have cash on hand for change. An inspection of invoices verified that customer invoices are itemized with all charges.

Quality Towing currently contracts with several law enforcement agencies. Quality Towing has current contracts with the San Diego Police Department (from 2023 to present), CHP (from 2012 to present), the Chula Vista Police Department (from 2022 to present), the San Diego Sheriff's Department. Lemon Grove substation (from 2012 to present), the El Cajon Police Department (from 2017 to present), and AAA (from 2012 to present).

Quality Towing has a system in place to post reconciliations for other jurisdictions. However, they do not currently have a system in place for reconciliations for the city of National City.

Quality Towing's truck fleet meets the RFP requirements. All trucks are CHP certified through June 30th, 2026 and have all passed inspection for the July 1st, 2026 through June 30th, 2027 year. I received copies of the CHP 234B from Quality Towing in the RFP proposal and verified them during the site inspection. I also received copies of the California driver's licenses for all of the drivers in the RFP proposal. During the site inspection, I requested and received CHP 234F forms for all of the drivers that would be used to service the contract. Quality Towing has standard duty, medium duty, and heavy-duty wheel lift trucks, standard/medium duty rollback trucks, and a heavy-duty truck. The business also has tow trucks capable of sub-garage towing and off-road capable vehicles.

Quality Towing's storage lot is located in Chula Vista and close to public transportation. The closest bus stop is located within a couple of blocks of the business office. The storage lot is composed of cement concrete and was estimated in the RFP proposal to be approximately 33,000 square feet. Officer Lozano determined the actual lot size to be about 25,000 square feet with the use of a laser measuring device. On the lot there were only a few cars, which I found odd since other tow yards have numerous cars on the lot in a variety of conditions. This led me to believe this lot was not the primary lot of Quality Towing and most likely an overflow lot.

The storage yard is enclosed by an approximate 8-foot solid block wall topped with razor wire on all but the east side of the lot. The east side of the storage lot is protected by an approximate 8-foot chain link fence topped with both barbed and razor wire. The yard is also protected by a large 8-to-10-foot metal gate that electronically opens and closes. The lot does not have an audible alarm system; however, both the storage lot and the business office are monitored by surveillance cameras that have motion sensor silent alarms that are monitored by a 24-hour dispatch center located at the main business office in Lemon Grove. The storage lot has (3) secured storage bays for evidence vehicles within the secured storage yard. There is plenty of clear cement space in the storage lot to examine evidence vehicles. The storage lot has adequate pole mounted lighting.

Conclusion: **Quality Towing meets all RFP requirements. Area of concern is that the business office and storage lot are not staffed 24 hours a day and are monitored from off site in Lemon Grove.**

SUMMARY OF SITE VISITS

Upon completion of the site visits, the results of the site visits were presented to the Tow Contract Committee. As a result of the site inspections, it was determined that two of the proposals did not meet the RFP requirements:

- Loyal Towing, 2647 Main Street, San Diego. They did not have a vehicle storage lot over 10,000 square feet as required by the RFP under heading III, Specific Provisions, section (D) Storage Yard:

There shall be a minimum of one (1) vehicle storage yard within a ten (10) mile radius from City Hall, located at 1243 National City Boulevard, National City, with adequate storage capabilities for all vehicles retrieved from the City and requiring storage. The Bidding Contractor shall identify the exact location and size of any storage yards included in their Proposal. No other storage yard may be used for purposes of execution of the Contract with the City, i.e. all vehicles towed from within the City must be stored in the yard within the ten-mile radius of City Hall.

The storage yard shall be at least 10,000 square feet and have space necessary to accommodate all NCPD tows and comply with all applicable local and state regulations (including, but not limited to: National City Municipal Code and California Fire, Sign, Zoning, and Building Codes). The storage yard shall also:

1. Be completely enclosed by a building or an 8-foot uniform high solid fence or wall with a lockable gate....

Additionally, Loyal Towing had an approximate 5-foot chain link fence along the west side of the storage lot that did not meet RFP requirements.

- Angelo's Towing, 1177 S. 26th Street, San Diego. They did not submit the fully-executed CHP 234B forms with the RFP and failed to provide a written explanation under heading I. Objective and Process, section (K) Content of the Proposal, subsection 3.(2) that requires a "Copy of the fully-executed CHP form 234B for trucks assigned to this RFP." That section states that "Failure to provide the required submittals with the proposal may be cause for the Proposal to be rejected as non-responsive and unacceptable." When the documents were requested at the site visit, Angelo's provided documents without required signatures.

The following five tow contractors were found to have met the RFP requirements:

- Road One Towing (A to Z Enterprises, Inc.), 3333 National Avenue; however, there were some security concerns with the fencing around the property.
- Cortes Towing, 919 Hollister Street, San Diego, but potential response time issues.
- Tony's Auto Center, 38 Third Avenue Chula Vista; however, did not have a secured evidence area, but will install a secure area if given the contract.
- Quality Towing, 270 Trousdale Street, Chula Vista; however, there were concerns over the business officer and storage lot being monitored off site from Lemon Grove.

- ASAP Towing, 1883-1885 Nirvana Avenue Chula Vista; however, there were concerns about the distance of their business office from City Hall, coupled with the fact that there is no one on site 24 hours a day.

Respectfully submitted,

Michael “Scott” Shanahan #393, Traffic Sergeant
NCPD, Traffic Division

NCPD

CITY OF NATIONAL CITY

TOW RFP SITE VISIT

PROSPECTIVE CONTRACTOR: Road One Towing DATE/TIME: 6/22/26 12:42 PM

YES BUSINESS LICENSE not posted on site, kept at Business office

YES ➤ Current in jurisdiction

YES 24 HOUR PHONE CONTACT ON site 24 hours

➤ Pager / cell / office staff answering service

YES 24 HOUR OFFICE STAFF FOR RELEASE

YES ➤ Office at yard (Open minimally 0800-1800)

YES ➤ Access to vehicle by R/O 24 hours

FEE SCHEDULE POSTED IN VIEW OF CASHIERS' STATION, 17"x22" and lettering 1"; Yes or No

YES ACCEPT CREDIT CARD AND CASH

YES ➤ Cash on hand for change

YES PROCEDURE IN PLACE TO POST RECONCILIATION YES / NO ACT Deposit

INVOICES ITEMIZED WITH ALL CHARGES YES / NO

TOW TRUCK REQUIREMENTS

➤ Rollback → Basic = YES / NO Medium = YES / NO Heavy = YES / NO

➤ Wheel Lift → Basic = YES / NO Medium = YES / NO Heavy = YES / NO

➤ Sub-garage vehicle YES / NO

➤ Off-road Capable Truck YES / NO

➤ Large oversized vehicles (over 22,000 GVW unloaded) YES / NO

TRUCK EQUIPMENT

YES ➤ Two-way Radio or other means of two-way communication RADIO / Dispatch / Cell Phone

YES ➤ 8000 lbs capacity

YES ➤ Dollies on each vehicle (required on Class A per CHP 234B)

NO ➤ Completed CHP Inspection Certificate for each vehicle (working within NC) signed and dated prior to RFP INSPECTIONS completed, NO 234B forms in possession

LOT REQUIREMENTS (Take Photos) will have by 6-30-26.

YES ➤ Within 10 miles of City Hall (Appx Distance = 3.0 miles)

YES ➤ >10,000 sq ft of usable lot space (Not including Buildings) (Appx sq footage = 150,000)

YES ➤ Public transit nearby YES / NO Bus Trolley - no Bus stop .4 miles away

YES ➤ Enclosed → Solid Fence YES / NO or Wall YES / NO (Height= 8 ft.? YES / NO) see back page

YES ➤ Lockable Gate YES / NO

YES ➤ Are gates locked during business hours?

YES ➤ What type of lock? Mechanical Gate

YES ➤ Is gate manual or mechanized?

YES ➤ Alarmed = YES / NO Security Cameras = YES / NO

YES ➤ Sufficient Lighting

NO ➤ Drainage There is no Drainage.

➤ Secured Evidence Storage (or can build one prior to contract)

YES ➤ Paved Examination Area (cement, asphalt, or oil and aggregate mixture)

YES ➤ Samples of drivers licenses for employees who will be working in NC. Conduct survey of 10 employees or 10% of employees, whichever is greater.

COMMENTS: x Found (2) Holes in Perimeter Fencing.

EMPLOYEE PRESENT: Nicolette Hall PERSON CONDUCTING INSPECTION: Shanahan, Lozano,
Castro, Laurino

- Reconciliation fees are those fees paid to the city by the vendor ACH Deposits
- How many total trucks? 10-12 for NCPD
- How many employees and are they certified by the CHP? 8-10 Drivers (18)
- Are staff present 24 hours at site? YES

TOW RFP SITE VISIT

PROSPECTIVE CONTRACTOR: Cortes Towing

DATE/TIME: 06/23/26 10:23am

- ✓ BUSINESS LICENSE License for National City "Pending"
YES ➤ Current in jurisdiction City of San Diego
YES 24 HOUR PHONE CONTACT 619-300-7946
➤ Pager / cell office staff / answering service
YES 24 HOUR OFFICE STAFF FOR RELEASE
NO ➤ Office at yard (Open minimally 0800-1800) (0800-1700) Not PESTED
YES ➤ Access to vehicle by R/O 24 hours

- YES FEE SCHEDULE POSTED IN VIEW OF CASHIERS' STATION, 17"x22" and lettering 1"; (Yes or No)
YES ACCEPT CREDIT CARD AND CASH
YES ➤ Cash on hand for change
YES PROCEDURE IN PLACE TO POST RECONCILIATION YES/NO ACH - Not w/ NCPD.
YES INVOICES ITEMIZED WITH ALL CHARGES YES/NO

TOW TRUCK REQUIREMENTS

- Rollback → Basic = YES/NO Medium = YES/NO Heavy = YES/NO
➤ Wheel Lift → Basic = YES/NO Medium = YES/NO Heavy = YES/NO
➤ Sub-garage vehicle YES/NO
➤ Off-road Capable Truck YES/NO
➤ Large oversized vehicles (over 22,000 GVW unloaded) YES/NO

TRUCK EQUIPMENT

- YES ➤ Two-way Radio or other means of two-way communication 2-way radio
YES ➤ 8000 lbs capacity
YES ➤ Dollies on each vehicle (required on Class A per CHP 234B)
YES ➤ Completed CHP Inspection Certificate for each vehicle (working within NC) signed and dated prior to RFP

LOT REQUIREMENTS (Take Photos)

- YES ➤ Within 10 miles of City Hall (Appx Distance = 7.2 miles)
YES ➤ >10,000 sq ft of usable lot space (Not including Buildings) (Appx sq footage = 34,000)
YES ➤ Public transit nearby YES/NO Bus/Trolley Bus stop 1-block, trolley .3 miles
YES ➤ Enclosed → Solid Fence YES/NO or Wall YES/NO (Height= 8 ft.? YES/NO)
YES ➤ Lockable Gate YES/NO
YES ➤ Are gates locked during business hours? YES
YES ➤ What type of lock? Mechanical Gate
YES ➤ Is gate manual or mechanized?
YES ➤ Alarmed = YES/NO Security Cameras = YES/NO
YES ➤ Sufficient Lighting
YES ➤ Drainage
YES ➤ Secured Evidence Storage (or can build one prior to contract) 3-Bays #1 RU size
YES ➤ Paved Examination Area (cement, asphalt, or oil and aggregate mixture)
YES ➤ Samples of drivers licenses for employees who will be working in NC. Conduct survey of 10 employees or 10% of employees, whichever is greater.

COMMENTS: ⊗ Paved exam area has hydraulic lift

EMPLOYEE PRESENT: Johnny Cortez PERSON CONDUCTING INSPECTION: Shanalan, Lozano,
Castro, Lauring

- Reconciliation fees are those fees paid to the city by the vendor ACH, BUT NET W/ NCPD
- How many total trucks? (8) Dedicated trucks
- How many employees and are they certified by the CHP? 8 Drivers
- Are staff present 24 hours at site? YES

NCPD

CITY OF NATIONAL CITY

TOW RFP SITE VISIT

PROSPECTIVE CONTRACTOR: Tony's Auto Center & Towing DATE/TIME: 06/23/26 1:40 PM

- ✓ BUSINESS LICENSE N.C. Business License Pending
YES ➤ Current in jurisdiction City of Chula Vista
YES 24 HOUR PHONE CONTACT 619-420-0300
YES ➤ Pager / cell / office staff / answering service
YES 24 HOUR OFFICE STAFF FOR RELEASE on site 24-hours
YES ➤ Office at yard (Open minimally 0800-1800)
YES ➤ Access to vehicle by R/O 24 hours
YES FEE SCHEDULE POSTED IN VIEW OF CASHIERS' STATION, 17"x22" and lettering 1" Yes or No
YES ACCEPT CREDIT CARD AND CASH
YES ➤ Cash on hand for change
YES PROCEDURE IN PLACE TO POST RECONCILIATION YES / NO NOT w/ NCPD
YES INVOICES ITEMIZED WITH ALL CHARGES YES / NO

TOW TRUCK REQUIREMENTS

- Rollback → Basic = YES / NO Medium = YES / NO Heavy = YES / NO
➤ Wheel Lift → Basic = YES / NO Medium = YES / NO Heavy = YES / NO
➤ Sub-garage vehicle YES / NO
➤ Off-road Capable Truck YES / NO
➤ Large oversized vehicles (over 22,000 GVW unloaded) YES / NO

TRUCK EQUIPMENT

- YES ➤ Two-way Radio or other means of two-way communication 2-way Radio
YES ➤ 8000 lbs capacity
YES ➤ Dollies on each vehicle (required on Class A per CHP 234B)
YES ➤ Completed CHP Inspection Certificate for each vehicle (working within NC) signed and dated prior to RFP

LOT REQUIREMENTS (Take Photos)

- YES ➤ Within 10 miles of City Hall (Appx Distance = 2.4 miles)
YES ➤ >10,000 sq ft of usable lot space (Not including Buildings) (Appx sq footage = 36,000)
YES ➤ Public transit nearby YES / NO Bus/trolley - NO Bus walking Distance
YES ➤ Enclosed → Solid Fence YES / NO or Wall YES / NO (Height = 8 ft.? YES / NO)
YES ➤ Lockable Gate YES / NO
YES ➤ Are gates locked during business hours?
YES ➤ What type of lock? Mechanical Gate
YES ➤ Is gate manual or mechanized?
YES ➤ Alarmed = YES / NO Security Cameras = YES / NO
YES ➤ Sufficient Lighting
YES ➤ Drainage Natural
NO ➤ Secured Evidence Storage (or can build one prior to contract) will build before contract
NO ➤ Paved Examination Area (cement, asphalt, or oil and aggregate mixture) Gravel
YES ➤ Samples of drivers licenses for employees who will be working in NC. Conduct survey of 10 employees or 10% of employees, whichever is greater.

COMMENTS: _____

EMPLOYEE PRESENT: Sanar Abed PERSON CONDUCTING INSPECTION: Shanahan, Lozano, Castro, Laurino

- Reconciliation fees are those fees paid to the city by the vendor YES w/ S.D Sheriff & CUPD.
- How many total trucks? 10 trucks for NC.
- How many employees and are they certified by the CHP? 16 Drivers
- Are staff present 24 hours at site? YES

NCPD

CITY OF NATIONAL CITY

TOW RFP SITE VISIT

PROSPECTIVE CONTRACTOR: Quality Towing

DATE/TIME: 06/23/20 2:19 PM

- ☒ BUSINESS LICENSE Posted on site
- ☒ ➤ Current in jurisdiction city of Chula Vista
- ☒ 24 HOUR PHONE CONTACT 619-460-2444
- ☒ ➤ Pager / cell / office staff answering service off-site (Lemon Grove)
- ☒ 24 HOUR OFFICE STAFF FOR RELEASE
- ☒ ➤ Office at yard (Open minimally 0800-1800) Also posted as UCC 7200
- ☒ ➤ Access to vehicle by R/O 24 hours off site response
- ☒ FEE SCHEDULE POSTED IN VIEW OF CASHIERS' STATION, 17"x22" and lettering 1" Yes or No

- ☒ ACCEPT CREDIT CARD AND CASH
- ☒ ➤ Cash on hand for change
- ☒ PROCEDURE IN PLACE TO POST RECONCILIATION YES/NO NET W/ NCPD
- ☒ INVOICES ITEMIZED WITH ALL CHARGES YES/NO

TOW TRUCK REQUIREMENTS

- Rollback → Basic = YES/NO Medium = YES/NO Heavy = YES/NO
- Wheel Lift → Basic = YES/NO Medium = YES/NO Heavy = YES/NO
- Sub-garage vehicle YES/NO
- Off-road Capable Truck YES/NO
- Large oversized vehicles (over 22,000 GVW unloaded) YES/NO

TRUCK EQUIPMENT

- ☒ ➤ Two-way Radio or other means of two-way communication Cell Phones
- ☒ ➤ 8000 lbs capacity
- ☒ ➤ Dollies on each vehicle (required on Class A per CHP 234B)
- ☒ ➤ Completed CHP Inspection Certificate for each vehicle (working within NC) signed and dated prior to RFP

LOT REQUIREMENTS (Take Photos)

- ☒ ➤ Within 10 miles of City Hall (Appx Distance = 2.5 miles)
- ☒ ➤ >10,000 sq ft of usable lot space (Not including Buildings) (Appx sq footage = 25,000)
- ☒ ➤ Public transit nearby YES/NO Bus/Trolley - NC Bus stop couple blocks away
- ☒ ➤ Enclosed → Solid Fence YES/NO or Wall YES/NO (Height= 8 ft.? YES/NO)
- ☒ ➤ Lockable Gate YES/NO
- ☒ ➤ Are gates locked during business hours? mechanical lock
- ☒ ➤ What type of lock? mechanical
- ☒ ➤ Is gate manual or mechanized?
- ☒ ➤ Alarmed = YES/NO Security Cameras = YES/NO
- ☒ ➤ Sufficient Lighting
- ☒ ➤ Drainage
- ☒ ➤ Secured Evidence Storage (or can build one prior to contract) (3) Storage Bays
- ☒ ➤ Paved Examination Area (cement, asphalt, or oil and aggregate mixture)
- ☒ ➤ Samples of drivers licenses for employees who will be working in NC. Conduct survey of 10 employees or 10% of employees, whichever is greater.

COMMENTS: _____

EMPLOYEE PRESENT: Adrian Jimenez PERSON CONDUCTING INSPECTION: Shanahan, Lozano,
Castro, Laurino

- Reconciliation fees are those fees paid to the city by the vendor YES, NOT W/ NCPD
- How many total trucks? 34 TRUCKS
- How many employees and are they certified by the CHP? 30 DRIVERS
- Are staff present 24 hours at site? NO

NCPD

CITY OF NATIONAL CITY

TOW RFP SITE VISIT

PROSPECTIVE CONTRACTOR: ASAP Towing DATE/TIME: 06/23/26 11:35 am

YES BUSINESS LICENSE N.C. Business License - Pending Not Permitted

YES > Current in jurisdiction City of San Diego

YES 24 HOUR PHONE CONTACT By Appointment 619-966-9300

> Pager / cell / office staff / answering service

YES 24 HOUR OFFICE STAFF FOR RELEASE

> Office at yard (Open minimally 0800-1800) Permitted (0800-1700)

YES > Access to vehicle by R/O 24 hours on-call (answering service)

YES FEE SCHEDULE POSTED IN VIEW OF CASHIERS' STATION, 17"x22" and lettering 1"; yes or No

YES ACCEPT CREDIT CARD AND CASH

YES > Cash on hand for change

YES PROCEDURE IN PLACE TO POST RECONCILIATION YES / NO Paper checks (not w/ NCPD)

YES INVOICES ITEMIZED WITH ALL CHARGES YES / NO

TOW TRUCK REQUIREMENTS

> Rollback → Basic = YES / NO Medium = YES / NO Heavy = YES / NO

> Wheel Lift → Basic = YES / NO Medium = YES / NO Heavy = YES / NO

> Sub-garage vehicle YES / NO

> Off-road Capable Truck YES / NO

> Large oversized vehicles (over 22,000 GVW unloaded) YES / NO

TRUCK EQUIPMENT

YES > Two-way Radio or other means of two-way communication cell phone

YES > 8000 lbs capacity

YES > Dollies on each vehicle (required on Class A per CHP 234B)

NO > Completed CHP Inspection Certificate for each vehicle (working within NC) signed and dated prior to RFP CHP inspections completed, but do not have copies of 234B

LOT REQUIREMENTS (Take Photos)

YES > Within 10 miles of City Hall (Appx Distance = 9.3 miles)

YES > >10,000 sq ft of usable lot space (Not including Buildings) (Appx sq footage = 23,000)

YES > Public transit nearby YES / NO Bus/Trolley - no 1.0 mile away.

YES > Enclosed → Solid Fence YES / NO or Wall YES / NO (Height= 8 ft.? YES / NO)

YES > Lockable Gate YES / NO Mechanical Gate

YES > Are gates locked during business hours?

YES > What type of lock? Mechanical Gate

YES > Is gate manual or mechanized?

YES > Alarmed = YES / NO Security Cameras = YES / NO

YES > Sufficient Lighting

YES > Drainage

YES > Secured Evidence Storage (or can build one prior to contract) (S) Cages

YES > Paved Examination Area (cement, asphalt, or oil and aggregate mixture)

YES > Samples of drivers licenses for employees who will be working in NC. Conduct survey of 10 employees or 10% of employees, whichever is greater.

COMMENTS: Did not have any Documents at The Business office.
Documents were emailed to Mr Carter

EMPLOYEE PRESENT: Aram Sader PERSON CONDUCTING INSPECTION: Shanahan, Corano,
Castro, Laurino

- Reconciliation fees are those fees paid to the city by the vendor Paper Checker
- How many total trucks? 35 + Trucks
- How many employees and are they certified by the CHP? 30 + Drivers
- Are staff present 24 hours at site? NO

AGREEMENT BY AND BETWEEN
CITY OF NATIONAL CITY
AND
CORTES TOWING ENTERPRISES INC.
FOR
TOWING AND IMPOUND SERVICES
October 1, 2026 – September 30, 2029

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**AGREEMENT FOR TOWING AND IMPOUND SERVICES
BETWEEN THE CITY OF NATIONAL CITY AND
CORTES TOWING ENTERPRISES INC.**

This agreement for towing and impound services (“Agreement”) is made and entered into in the City of National City, State of California, on this 1st day of September, 2026, by and between the City of National City, a municipal corporation (“City”), and Cortes Towing Enterprises Inc. (“Contractor”) for towing and impound services.

RECITALS

WHEREAS, the City of National City requires professional towing and impound services to maintain the safety of the public right-of-way and to seize and secure vehicles in accordance with the laws of the State of California and the National City Municipal Code, ordinances and regulations of the City of National City; and

WHEREAS, the City has adopted a process for the selection and designation of professional towing contractors to provide towing, impound and storage service upon the request of the National City Police Department (“NCPD”); and

WHEREAS, on May 12, 2026, a Request for Proposal (“RFP”) was issued for towing and impound services for the City, to which Contractor responded; and

WHEREAS, the tow committee comprised of City staff evaluated the proposals and presented their report to Council for consideration at the September 1, 2026 City Council meeting; and

WHEREAS, the staff report detailed the evaluation process, explained the evaluations of the proposals, including whether the proposals met the RFP requirements, and recommended awarding contracts to the top two operators; and

WHEREAS, Contractor participated in a competitive process through the RFP and, together with another towing contractor, has been found to provide the best overall value to the City, including having the qualifications and capability of providing the highest quality, professional towing services for the City of National City; and

WHEREAS, the City of National City desires to have two towing and impound operators perform exclusive towing service within the City of National City, and the Contractor represents and warrants it is experienced and staffed in a manner such that it is capable and prepared to deliver the services required by the City of National City within the timeframes herein provided, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the City of National City and Contractor mutually agree to the terms and conditions as follows:

I. DEFINITION OF TERMS

1.0 Police Tow shall mean the towing of vehicles at the direction of the National City Police Department where the consent of the owner or operator or their agent of the vehicle is not required under existing law. This shall include, but is not limited to, the towing of motor vehicles that are illegally parked, abandoned, evidence in a criminal investigation, disabled due to collision or mechanical failure (pursuant to Section 22500 of the Vehicle Code) or otherwise subject to the authority of the National City Police Department.

1.1 Police Referral Tow shall mean the towing of a vehicle by the National City Police Department at the request of the vehicle owner, operator, or their agent. Examples include mechanically disabled vehicles, vehicles disabled as a result of collision, or any other circumstances where the public right-of-way is impacted.

1.2 On-Demand Tow means the towing of a vehicle by a towing company that has been requested by the vehicle owner, operator, or their agent, without police involvement. On-Demand tows may include owners or agents of private property landholders who arrange for vehicle towing service from private property without police involvement. If the police department becomes involved in arranging for tow service, the matter is considered a "Police Referral Tow". On-Demand Tows are considered independent services outside the scope of this Agreement.

1.3 Secondary Tow is defined as the impound of a vehicle on orders of police under the authority of California Vehicle Code Sections 22655 or 22655.5 and the vehicle is brought to the National City Police Department for evidence processing. The secondary tow occurs when the police direct the original Contractor to retrieve and store the vehicle on Contractor's property.

1.4 Collision Tow The owner or operator of a vehicle involved in a non-criminal traffic collision may select a tow company of their own choosing. However, if in the opinion of the investigating police officer an unreasonable delay would result, or unnecessary delay would negatively impact access to the public right-of-way, the investigating officer may consider the matter a "Police Tow" and cause the removal of the vehicle. If the vehicle is towed on orders of the investigating officer, the officer shall complete the Vehicle Report (CHP 180), citing 22500 California Vehicle Code as the authority for impound. No special hold or police authorized release is necessary.

1.5 Response Time is defined as the elapsed time between the relaying of the tow service request by the National City Dispatch Center or a City employee to the Contractor and the arrival of the specific tow truck type requested to fulfill the tow need on scene. Under most situations, a call for field service will be relayed by the Police dispatchers via telephone to the tow contractors. However, there is a need to allow for direct requests to the tow contractor by any NCPD employee. This may be done by phone or in person to either the Contractor's dispatcher or to a tow truck driver that is already on the scene of an NCPD requested tow, when there is a need for additional services.

1.6 Dispatch Center is the Police Department's multifunction emergency and non-emergency telephone/radio operators.

1.7 Contract Year is defined as any one year, 365-day period during the term of this Agreement. The first contract year begins on October 1, 2026 and ends on September 30, 2027. The second contract year begins on October 1, 2027 and ends on September 30, 2028. The third contract year begins on October 1, 2028 and ends on September 30, 2029. There are three (3) successive years in the initial term of this Agreement as set forth in Section 3.0.

1.8 Fee Schedule is defined as the fees charged by the Contractor to the owner, operator, or agent of the subject vehicle for various services charged by the Contractor. The fee schedule is approved and authorized by a majority vote of the City Council of the City of National City. The fee schedule includes itemized charges for numerous towing and storage services including, but not limited to, hook up fees, dolly fees, daily storage fees, after- hour release fees, etc. The fee schedule is Attachment A to this document. Attachment A and the fees may be adjusted as set forth in Section 7.0.

1.9 Towing Program Fee is a fee from Contractor to City and is authorized by California Vehicle Code Section 12110(b). It is defined as a quarterly fee charged to the Contractor(s) by the City in connection with the award of a franchise for the towing services for the City. The Towing Program Fee is designed to compensate the City for its actual and reasonable costs incurred by the City to process and administer towing services. The Towing Program Fee may be adjusted during the term of this Agreement as set forth in Section 3.4 of this Agreement. The payment of the Towing Program Fee is set forth in Sections 7.5, 7.6, 7.7, and 7.8.

1.10 Negligent Vehicle Impound Release Fee ("NVIR") is authorized by the City Council. The Negligent Vehicle Impound Release Fee is defined as a fee charged to the owner, operator, or agent of a vehicle that violated certain specified sections of the California Vehicle Code or National City Municipal Code. The NVIR fee is one hundred twenty-four (\$124) dollars. The NVIR fee may be adjusted during the term of the agreement as set forth in Section 7.0 of this Agreement. This fee is collected by Contractor on behalf of City.

1.11 Administrative Review Fee is a fee charged to the vehicle owner, operator or agent and is collected by the Contractor, on behalf of the City. The fee is one hundred and fifty (\$150) dollars. The fee supports the staff time utilized to process and administer requests and appeals from unlicensed drivers for release of their vehicles prior to the 30 days prescribed by the California Vehicle Code. This includes a hearing with the Police Traffic Supervisor. The "Administrative Review Fee" may be adjusted during the term of the Contract at the discretion of the City. The fee offsets the administrative costs of the program. This fee is charged to the vehicle owner, operator or agent and is collected by the Contractor on behalf of City. The Administrative Review Fee may be adjusted during the term of this Agreement as set forth in Section 7.0.

II. ADMINISTRATION AND MANAGEMENT OF AGREEMENT

2.0 Agreement Approval

This Agreement for towing service shall become effective when the City Council of the City of National City has reviewed and approved the Agreement and it has been fully executed by the Contractor and City.

2.1 Entire Agreement

This Agreement supersedes any prior agreements, documents, negotiations and communications, oral or written, and contains the entire agreement between the parties as to towing and impound services. No subsequent agreement, representation, or promise made by either party hereto, or by, or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

2.2 Administration of Agreement

Each party designates the below individuals as the “Contract Administrator” for the party. The Contract Administrator is authorized by the party to represent the party in the administration of this Agreement. The Contract Administrator shall monitor the progress and execution of this Agreement. The Contract Administrator may delegate duties and responsibilities to subordinates to ensure functional management, supervision and operation of this Agreement.

Contract Administrator for the City of National City

Alejandro Hernandez, Chief of
Police
National City Police Department
1200 National City Blvd., National City, CA. 91950
(619) 336-4511

Management and Operations

Traffic Division Sergeant
National City Police Department
1200 National City Blvd., National City, CA 91950
(619) 336-4475

Inspection & Operational Supervision

Traffic Division Sergeant
National City Police Department
1200 National City Blvd., National City, CA 91950
(619) 336-4475

Contract Administrator for Cortes Towing Enterprises Inc.

Juan Cortes, Jr., President
919 Hollister Street
San Diego, CA 92154
(619) 250-3408
cortestowing@yahoo.com

2.3 Cooperation and Consultation

The designated City employee(s) and the Contractor shall regularly consult during the term of this Agreement in order to achieve the objectives of this Agreement. Throughout the term of this Agreement, the Contractor shall permit access to its offices, facilities, files and records relating to the operation and management of this Agreement. Upon request of the City, the Contractor shall provide copies of files, materials or records relating to the towing, impound, and disposition of any vehicle towed as a result of this Agreement.

2.4 Compliance with Applicable Law

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations and all applicable ordinances, rules and regulations of the City of National City, whether now in force or subsequently enacted.

2.5 Licenses, Permits, Etc.

Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession, and as required in the City's Request for Proposal for this Agreement. The Contractor represents and covenants that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, insurance or approval which is legally required for the Contractor to practice its profession.

2.6 Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under any term of this Agreement which is not disposed of by this Agreement shall be decided by the Chief of Police, who will furnish the decision to the Contractor in writing. The Contractor shall proceed diligently with performance of this Agreement pending receipt of the decision of the Chief of Police. The decision of the Chief of Police is final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, capricious or so grossly erroneous as to necessarily imply bad faith.

This "Disputes" clause does not and is not intended to preclude consideration of legal questions in connection with decisions provided in the above paragraph. Nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or council on a question of law.

2.7 Mediation / Arbitration

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego County, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the “AAA”), before resorting to arbitration. The cost of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego County, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys’ fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

2.8 Legal Fees

If any party brings a suit or action against the other party arising from any alleged breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement then, in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover from the other party all costs and expenses of suit, including expert and attorneys’ fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorneys’ fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award.

Attorneys’ fees to the prevailing party, if other than the City, shall not exceed the amount of attorneys’ fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorneys’ fees incurred by the prevailing party.

2.9 Indemnification and Hold Harmless

The Contractor agrees to indemnify, defend, and hold harmless the City of National City, its officers, employees, agents, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, defense costs or reasonable attorneys’ fees, of any kind or nature, including workers’ compensation claims, of or by anyone whomsoever, in any way resulting from, related to, or arising out of the Contractor’s performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, employees, or volunteers. The City will cooperate reasonably in the defense of any action, and Contractor shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the

termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term on this Agreement.

2.10 Business Records (10650 CVC et seq.)

The Contractor shall maintain and retain data and records of all tow services furnished, including description of vehicles, nature of service, date, time of notification by City, time of tow truck dispatch, time of arrival of tow truck at scene, location of calls, total itemized charges of towing and storage, and the description of all vehicles towed and/or stored at the initiation of the City. If the vehicle is sold at lien sale, data shall be maintained documenting all liens against the vehicle, monies received as a result of the sale, identification of the purchaser, and the amount of monies forwarded to City and State. All such data and original towing and storage records shall be maintained in an accessible location. The Contractor shall make available and permit the City without notice during normal business hours to audit, examine and make excerpts, copies, or transcripts of all data and records with respect to the towing and storage of vehicles initiated by the City. If the Contractor employs, assigns or contracts with a third-party vendor to manage or process the DMV required processing regarding lien sale vehicles, the Contractor shall make available all relevant records, data or documents regarding lien sales. The Contractor shall waive any privacy rights in order to permit City to inspect, review and copy any relevant record in possession of a third-party vendor.

2.11 Prohibition Against Use of Privileged Information

The Contractor shall not use for personal gain, transmit, or disclose any privileged or confidential information that is acquired from or obtained as a result of information gathered from the management or operation of this Agreement. For the purpose of this section, "Privileged or Confidential Information" shall include City or police department records unrelated to towing and storage of vehicles, Department of Motor Vehicles ("DMV") information, or criminal history information.

2.12 Independent Contractor

The Contractor shall for all purposes arising out of this Agreement, be an independent contractor. The Contractor and employees of the Contractor shall not be deemed employees or agents of City. It is expressly understood and agreed that the Contractor and its employees shall in no event, as a result of this Agreement, be entitled to any benefit to which City employees are entitled, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave, medical leave, unemployment or any other leave benefits.

Neither the City, nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth, and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants, and employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

2.13 Assignment

This Agreement contemplates the personal services of the Contractor and the Contractor's employees, and it is recognized by the parties that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of the Contractor and its employees. Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees as the Contractor may deem necessary for the proper and efficient performance of this Agreement. The Contractor has represented it has sufficient staffing to perform pursuant to this Agreement.

The Contractor agrees it shall not subcontract any towing or impound services. Any other type of work that is subcontracted shall require written consent of the City. All agreements by the Contractor with its subcontractor(s) shall require the subcontractor(s) to adhere to the applicable terms of this Agreement.

2.14 Workers' Compensation

The Contractor shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or Federal acts or laws applicable; and shall indemnify, defend and hold harmless the City and its officers, employees and volunteers from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and defense costs presented, brought or recovered against the City or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the Contractor under this Agreement.

2.15 Non-Discrimination Provision

The Contractor will not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition, or any other classification protected by State or federal law. The Contractor will take positive action to ensure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition, or any other classification protected by State or federal law. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.

2.16 Conflict of Interest and Political Reform Act Obligations

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interest's conflict in any way with those of the City of

National City. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a direct or indirect financial interest as defined in Government Code Section 87103. The Contractor represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City. Contractor further warrants and represents that Contractor will immediately advise the City Attorney if Contractor learns of an economic interest of Contractor's that may result in a conflict of interest for the purposes of the Political Reform Act, and regulations promulgated thereunder.

The Contractor shall be strictly liable to the City for all damages, costs or expenses the City may suffer by virtue of any violation of this section by the Contractor.

2.17 Termination of Agreement

A. This Agreement may be terminated with or without cause by the City. Termination without cause shall be effective only upon 60-day's written notice to the Contractor. During said 60-day period the Contractor shall perform all services in accordance with this Agreement.

B. This Agreement may be terminated immediately by the City for cause in the event of a material breach of this Agreement, misrepresentation by the Contractor in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the City.

C. Termination, with or without cause, shall be effected by delivery of written Notice of Termination to the Contractor as provided for in Section 2.21.

D. In the event of termination, all finished or unfinished memoranda, reports, plans, specifications and other documents prepared by the Contractor, whether paper or electronic, shall immediately become the property of and be delivered to the City, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the City by the Contractor's breach, if any.

E. The City further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the Contractor; (2) a reorganization of the Contractor for the benefit of creditors; or (3) a business reorganization or change in business status of the Contractor.

F. If Contractor is terminated during the period of performance for any of the reasons stated above or is no longer able to perform for any reason, then the City may unilaterally select another tow operator to replace the terminated contractor or no longer performing contractor. The selection of such other tow operator, and whether to select another tow operator, shall be at the sole discretion of the City. In the event another tow

operator is selected by the City per this Section, that other tow operator will be required to comply with the same terms of this Agreement or its amendments, including the accepted and adopted fee rate schedule.

2.18 Charges and Fees

The Contractor is authorized and responsible for the collection of all applicable towing and storage charges, and any fee authorized or required by City to defray costs to City for the management and operation of this Agreement, prior to releasing a vehicle.

2.19 Inspection

The City shall require no less than an annual inspection of the Contractor and its facilities to ensure conformance and compliance with the provisions of the California Vehicle Code and this Agreement. Responsibility for said inspection rests with the National City Police Department Traffic Division Sergeant and/or their designee. Said inspections shall be conducted during normal business hours but may be conducted without prior advanced notice. Upon completion of inspection, the Traffic Division Sergeant shall submit a written report to the Contract Administrators and/or City staff.

2.20 Notice of Termination

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days, (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telex, telecopy, facsimile or fax, when sent. Any notices, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY:

Alejandro Hernandez, Chief of
Police
National City Police Department
1200 National City Blvd
National City, CA. 91950

To the CONTRACTOR:

Juan Cortes, Jr., President
919 Hollister Street
San Diego, CA 92154

III. TERM OF AGREEMENT, OPTIONS, AND RE-OPENERS

3.0 Duration

The duration of this Agreement shall be for three (3) years, with options for extension as set forth in Section 3.2 below.

3.1 Relevant Dates

This Agreement begins at 0001 hours on October 1, 2026, and terminates at 2400 hours on September 30, 2029.

3.2 Option to Renew

The City of National City reserves the option to renew the Agreement for up to two (2) successive one (1) year periods under the terms and conditions herein stated, beginning on the anniversary of the commencement of service, including any amendments. The renewal option is at the discretion of the City's Contract Administrator. The renewal is contingent on a mutual agreement between the City and the Contractor, with such agreement to be confirmed by the Contract Administrator within sixty (60) days prior to the expiration of the contract period. The City of National City or the Contractor may decline to confirm the renewal of the Agreement for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter informing the Contractor of the City's interest in exercising its option to renew the Agreement does not constitute an award of the option period. Any option acceptance must be confirmed by the City of National City in writing before it becomes valid.

3.3 Re-Opener Clause - Towing Program Fee

After the first twelve (12) consecutive month period of this Agreement, the City may review all tow data to determine the actual number of Police and Referral Tows in the preceding twelve-month period to determine whether the Towing Program Fee warrants adjustment. The Towing Program Fees may be adjusted up or down, as determined by the City, based upon the actual and reasonable costs incurred by the City to process and administer towing and impound services, which may include, but is not limited to, review of the number of vehicles referred to the Contractor and review of increased costs. If appropriate, the City shall consider implementing a per vehicle towing program fee to offset costs incurred by the police department in processing and administering towing services. The City may also compare and consider towing program fees charged by other law enforcement jurisdictions in San Diego County for towing services.

3.4 Re-Opener Clause - Fee Schedule

After the initial three (3) year term set forth in Sections 3.0 and 3.1, the Contractor may submit to the Chief of Police a request for an increase to the fee schedule set forth in Attachment A, seeking to adjust the fees consistent with the community standard for police towing in San Diego County. The request shall include a comparison of relevant fees in each law enforcement jurisdiction in San Diego County. City shall assist and consult with Contractor to provide Contractor with accurate data. The Chief of Police shall make appropriate comments, recommendations and submit the material for City Council consideration. The City Council, in its sole discretion, shall decide whether or not to adjust the fee schedule.

3.5 Re-Opener Clause – Administrative Review Fee

After the first twelve (12) consecutive month period of this Agreement, the City may review the number of Administrative Review hearings held within a 30-day period to determine whether an adjustment is warranted. The Administrative Review Fee may be adjusted up or down based upon data.

IV. RESPONSE TIME, EXCEPTIONS AND PENALTY ASSESSMENT

4.0 Response Time

Response time is defined as the elapsed time between the relaying of the tow service request by the Dispatch Center or a City employee to the Contractor and the arrival of the specific tow truck type requested to fulfill the tow need on scene. (For example: NCPD Dispatch phones in a request for a low-profile truck to tow an evidence hold vehicle to the underground parking lot of NCPD. The response of a non low-profile tow truck which **cannot** accommodate towing the vehicle into the underground parking lot of NCPD does not qualify as fulfilling the Response Time requirement.)

The Response Time for towing service shall not exceed twenty (20) minutes for tows inside the jurisdictional limits of City.

Due to the limited number of out-of-City jurisdiction towing service requests, response times shall be evaluated on an individual basis for towing service requests outside of the jurisdictional limits of City. Complaints or irregularities involving out-of-jurisdiction towing requests shall be managed between the Contract Administrators.

The Contractor is expected to dispatch immediately any available tow truck that will fulfill the tow need on scene upon receipt of a towing request.

The Contractor is expected to notify the National City Police Dispatch Center when the response time requirement cannot be met. The Police Dispatcher or the officer at the scene will have the discretion to cancel the tow if the response time cannot, or is not, met and re-dispatch to a secondary tow contractor, at no cost to City. "Secondary tow contractor" refers to the next tow company in rotation.

4.1 Response Time Computation

Response time is computed from the time the police dispatcher enters the request for a tow into the dispatch computer-aided dispatch ("CAD") system and the Contractor arrives on scene. The on-scene investigating officer shall notify dispatch of the tow truck arrival. The police department CAD system shall be the final resolution of any actual time dispute regarding response times. Any failure to record relevant times by the on-duty dispatcher shall not be considered in any penalty assessment.

4.2 Response Time - Penalty

Failure to arrive at the requested location within the prescribed response time may result in cancellation of the service request. The secondary tow contractor may be notified.

4.3 Response Time - Penalty Assessment

The Contractor shall pay a five-hundred-dollar (\$500.00) penalty if more than five percent (5%) of the tows in any calendar month period exceed the maximum response time requirement. This is calculated based on individual tow per any single request by the City for towing services and not average response times.

Failure to meet Response Time requirements may result in termination of this Agreement.

V. ON-CALL CONTRACTOR AND CONTRACTOR ROTATION SCHEDULE

5.0 Contractor On-Call & Rotation

The Contractor on-call rotation shall run, for two contractors, from 0001 hours on the first day of the month to midnight on the 15th day of the month for one contractor and from 0001 hours on the 15th day of the month to midnight on the last day of the month.

The Traffic Division Sergeant will do the selection for the on-call rotation at the beginning of each contract year. The Traffic Division Sergeant will select the contractor rotation by an impartial means agreeable to contractors involved. Should all contractors not meet an agreement as to means the Traffic Division Sergeant will make the selection, the means will be directed by the Chief of Police, and the Chief's decision will be final.

Any contractor selected as the first in the rotation schedule at the beginning of a contract year will begin the first day of the contract.

It is understood that the number of contractors selected divided into the number of days per month may not result in each contractor having the same number of overall tow days per year.

In the event this Agreement is extended pursuant to Section 3.2, Option to Renew, the schedule will continue to rotate as reflected.

VI. GENERAL DUTIES, REQUIREMENTS AND OBLIGATIONS

6.0 Business License

The Contractor shall at all times during the term of this Agreement retain a valid City Business License in compliance with National City Municipal Code Chapter 6.04.

Contractor businesses and storage lots located within the jurisdictional limits of the City of National City, if any, must conform to all City of National City building ordinances, zoning regulations, and land use requirements and must have the approval of the City Planning Department.

Contractor businesses and storage lots located outside the jurisdictional limits of the City of National City must conform to all city (if located within an incorporated city) or county (if located within an unincorporated county area) building ordinances, zoning regulations, and land use requirements within the jurisdiction of location.

6.1 Contractor Availability - Response to Service Requests

The Contractor shall be available to promptly respond twenty-four (24) hours a day, seven (7) days a week, including all holidays, consistent with the On-Call and Rotation Schedule, for all requests initiated by City for towing services.

Upon award of Agreement, the Contractor shall operate a dispatching system.

The tow dispatching system shall be sufficiently staffed and equipped to accept all telephone calls, without delay, twenty-four (24) hours a day, seven (7) days a week. Delay is defined as the City or the public receiving no answer after six (6) rings or busy signal to their telephone call. Contractors using paging systems are required to respond to a page within five (5) minutes of the initial page by the City.

The City does not currently have plans for adding automated tow dispatching to the existing NCPD dispatch system. Therefore, the City is not requiring any contractor to purchase equipment to be used to integrate into an automated tow dispatching system. It will be up to the Contractor to ensure they are able to meet the response time requirements of the Agreement by whatever means they deem appropriate.

Since there are no current plans to add automated tow dispatching to the existing NCPD dispatch system, there are no minimum requirements established for such a system upgrade at this time.

6.2 Contractor Towing Forfeited Vehicles

The Contractor shall tow all forfeited vehicles, as ordered by the City.

The Contractor shall not drive the forfeited vehicles except to move them within the storage facility. Use of vehicles for personal use or other use not permitted herein is strictly prohibited, and constitutes a material breach of this Agreement.

In the event it is found that a towed vehicle is subject to forfeiture, the City shall arrange for the vehicle to be picked up from the Contractor's storage facility and the Contractor shall invoice the National City Police Department for all towing and storage fees.

6.3 Contractor Availability - Vehicle Release

The Contractor shall be available to release vehicles to their owners, agents or authorized representatives, twenty-four (24) hours a day, seven (7) days a week, including all holidays.

6.4 Business Office

The Contractor shall maintain a functional business office within the location of the yard used to store police-initiated tows.

6.5 Business Office Hours

The Contractor shall adequately staff their business office in order to remain open and available to meet the public during the normal business office hours. The business office of the Contractor shall be located within the storage yard for which a towed vehicle is located and be open to serve the public and the City from 0800 to 1800 hours, Monday through Friday, except for City-observed holidays. City-observed holidays are:

New Year's Day, Martin Luther King Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday after, and Christmas Eve and Christmas Day.

6.6 Contractor's Employees

All drivers must maintain a professional appearance. Staff shall work in a neat and clean uniform. The Contractor shall furnish staff with a shirt or some other type of outerwear bearing the company name and logo. Appropriate clothing will be worn at all times, including by employees that are being trained. All employees will conduct themselves in a professional manner when interacting with the public or City employees.

Within ten (10) days of award, Contractor shall provide the National City Police Department Traffic Division Sergeant with the names of all employees that will be assigned to provide services under the Agreement. Drivers and other employees associated with the processing and removal of vehicles shall be subject to a complete background investigation, which can be satisfied by Contractor providing the NCPD Traffic Division Sergeant with the results of a criminal background check from a Live Scan fingerprinting service certified by the State of California for all applicable employees of the Contractor. Such information will be kept confidential to the maximum extent allowed by law, and Contractor agrees to cooperate and provide additional information requested. In the event that the findings of the

background check indicate that the Contractor's employee(s) criminal history or practice of doing business will endanger the public health, safety, or morals of the community, City may prohibit Contractor's use of the affected employee(s) from providing services under this Agreement. If a sufficient number of Contractor's employees are disqualified, City may elect to terminate this Agreement. Potentially disqualifying factors include, but are not limited to: misdemeanor or felony conviction in the past five (5) years involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving under the influence of drugs or alcohol, misdemeanor driving under the influence of drugs or alcohol, a crime of moral turpitude, or a crime involving the bidding, award or performance of a government contract. Additionally, evidence that an owner or manager of Contractor is operating any illegal business, or has an ownership interest in any illegal business, will be considered a disqualifying factor.

The Contractor will notify, within ten (10) days, National City Police Department Traffic Division Sergeant whenever an employee is terminated or a new employee is hired that is assigned to perform duties under the Agreement or may have access to vehicles impounded pursuant to police request.

The Contractor shall ensure that all tow truck drivers responding to calls initiated by the City are properly licensed, qualified and competent employees. The Contractor shall ensure all tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of ALL vehicles. All tow truck drivers shall possess the proper class license and certificates for towing vehicles, along with a Class 'A' endorsement to allow operation of special vehicle configurations and/or special cargos.

The Contractor's employees shall be qualified to perform all work undertaken by or assigned to them. In the event a driver or the equipment is inadequate and the Contractor is unable to service the request, a charge for service or labor will not be permitted.

The Contractor shall have all tow truck drivers involved with NCPD's rotation tow operations participate in a controlled substance and alcohol testing ("CSAT") program.

1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.

2) Those drivers that are not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program substantially similar to the requirements as outlined in Section 1) above.

3) The Contractor shall ensure selection pools for commercially and non-commercially licensed drivers are maintained separately. The Contractor shall provide proof records of their CSAT programs to NCPD.

4) A driver possessing a non-commercial driver's license who tests positive but subsequently returns with a negative test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

6.7 Signs

In compliance with California Civil Code Section 3070(d)(2)(E), Contractor shall display inside the business office, in plain view at the cashier's station, a sign. Said sign shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height, disclosing all storage fees and charges in force, including the maximum daily storage rate. Posting of the City-approved fee schedule (Attachment A) in the appropriate size and lettering complies with California Civil Code Section 3070(d)(2)(E).

Additionally, the Contractor is required by California Vehicle Code Section 22850.3(b) to display in a conspicuous place a notice to the effect that a vehicle impounded at the direction of the Police Department may only be released upon proof of current registration. Said notice must include the name and telephone number of the local police agency that caused the vehicles to be stored.

6.8 Method of Payment - Towing or Storage Charges (22651.1 CVC)

Contractor shall comply with California Vehicle Code Section 22651.1 in providing services under this Agreement. At a minimum, the Contractor 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. Pursuant to California Civil Code Section 1748.1, Contractor shall not impose a surcharge on a cardholder who elects to use a credit card in lieu of cash for payment of any fees pursuant to this Agreement. In addition, Contractor shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

6.9 Storage of Vehicles; City, Seized

The Contractor shall immediately provide written notice to the National City Police Department Traffic Unit whenever a City vehicle or seized vehicle is stored in excess of forty-eight (48) hours. Failure to provide the required written notification to the City may result in forfeiture of Contractor's right to storage fees.

The Contractor shall provide invoices to the National City Police Department Operations Assistant for the towing of each City-owned and each seized vehicle. The invoices shall include the description of the vehicle, the date, time, origin, and disposition of the towed vehicle, name and identification number of City employee authorizing the tow and/or storage, the mileage starting and finishing at destination, and an itemized cost of services provided (mileage, number of storage days) commensurate with the attached rate schedule. Invoices shall be delivered to the National City Police Department Operations Assistant no later than the fifteenth (15th) of the month following services rendered. The City shall make payment for services rendered on a monthly basis from the month previous.

6.10 Removal from Private Property

Contractor shall comply with California Vehicle Code Section 22658 for tows from private property, including the limits on charges set forth in subsection (h) of that section. Consistent with sub-section (i) (2), if a vehicle is released within 24 hours from the time the vehicle is brought into the storage facility, regardless of the calendar date, the storage charge shall be for only one day. Not more than one day's storage charge may be

required for any vehicle released the same day that it is stored.

6.11 Notice to City - Private Property Impounds

In addition to the requirements set forth in California Vehicle Code Section 22658, the Contractor agrees to notify the National City Police Department of all vehicle impounds from private property within the jurisdictional limits of City that result in storage of the vehicle. Notice shall include, but not be limited to, a complete description of the vehicle, including the vehicle identification number, location of impound and name of property owner or agent who authorized the impound. Notice shall occur within one hour of taking possession of the vehicle. Generally, private property impounds are considered On-Demand Tows.

6.12 Gratuities (12110 CVC)

Contractor shall comply with California Vehicle Code Section 12110 in providing services under this Agreement. The Contractor or Contractor's employees shall not offer or provide City, and no City employee shall accept, any direct or indirect commission, reduced fee, gift, recreation, favors, seasonal gratuity, or any compensation whatsoever from the Contractor. No City employee shall offer or provide the Contractor with any gift, recreation, favor, seasonal gratuity, or any compensation whatsoever. No City employee is permitted to purchase a lien sold vehicle from the Contractor that resulted from a police initiated tow or referral tow. City employees shall not purchase any vehicle or vehicle part from the Contractor for a reduced fee or a fee below the prevailing rate as determined by industry standards. The intent of this section is to avoid the mere appearance of impropriety involving the contractual relationship.

The Contractor, or the Contractor's employees, are prohibited from accepting any money or anything of value from a repair shop for delivery or the arranging of a delivery of a vehicle for the purpose of storage or repair. Nothing in this section is intended to preclude the Contractor from charging a repair shop appropriate towing fees pursuant to the fee schedule (Attachment A).

No benefit provided to City by the Contractor, or benefit provided to the Contractor by the City, as defined in the terms and conditions of this Agreement, that resulted from the process of negotiations, shall be considered a gift or gratuity within the meaning of this section.

6.13 Tow Truck Driver - On-Scene Duties

Upon arriving on-scene of a police-initiated tow, the Contractor's employee shall report to the investigating peace officer in charge. The officer-in-charge shall make every reasonable effort to inform the Contractor's employee of any unusual circumstance or hazardous condition reasonably known to the officer. The Contractor's employee shall make every reasonable effort to inform the officer-in-charge of any unusual circumstance or hazardous condition undetected by the officer-in-charge. The officer-in-charge may request additional towing services from the Contractor's employee and the officer-in-charge shall have the authority to waive the Response Time requirements for additional services based on the on-scene needs. The Contractor's employee shall make every

reasonable effort to comply with instructions or directions provided by the officer-in-charge. The Contractor's employee may make any emergency alterations reasonably required to safely move and/or impound vehicles.

The Contractor shall be responsible for removing and appropriately disposing of collision related debris from the public right-of-way to ensure public safety. The Contractor shall also remove or render inert any liquid debris that may reasonably be considered a safety hazard to the public-right-of-way. If the removal of any type of debris or hazardous material is beyond the capability of the Contractor, the Contractor's employee shall inform the officer-in-charge so accommodations can be made.

6.14 Access to Stored Vehicles

During regular business hours, the Contractor shall make vehicles stored at the request of the City available to that vehicle's registered owner, a person who can be verified to be the registered owner's agent, insurance agents, insurance adjusters, or representatives of automotive repair businesses for the purpose of estimating or appraising damages.

6.15 Access to Stored Vehicles – Removal of Private Property

Pursuant to California Vehicle Code Section 22851(b), no lien shall attach to any personal property in or on the vehicle. The personal property in or on the vehicle shall be given to the current registered owner or the owner's authorized agent upon demand. The lien holder shall not be responsible for personal property after any vehicle has been disposed of pursuant to Division 11, Chapter 10 of the California Vehicle Code.

Pursuant to California Civil Code Section 3068.1, the lien is deemed to arise on the date of possession of the vehicle. Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun.

6.16 Access to Evidentiary Vehicles

Vehicles impounded by the City for investigative purposes pursuant to California Vehicle Code Sections 22655 or 22655.5 shall be held in maximally secured, nonpublic areas of the Contractor's property, until the vehicle is released by order of the City or in conformance with Article 8 of this Agreement.

No person other than a police officer, reserve police officer, field evidence technician, property & evidence unit employee or crime scene specialist employed by the City shall remove any property or other contents from evidentiary vehicles. Property removed from such vehicles shall be recorded as removed on the content inventory and the content inventory dated and signed by the police officer, reserve police officer, field evidence technician, property & evidence unit employee or crime scene specialist removing the property and by a representative of the Contractor.

6.17 Invoices

All invoices for towing and impounds pursuant to this Agreement shall clearly and individually itemize each and every specific charge or fee type. Daily storage fees shall be itemized on a per day basis, for example: 10 days storage at \$__ per day. All itemized City fees of all types shall be documented on the invoice. The customer shall be provided

no less than one copy of the invoice, after all fees have been paid and the invoice marked "Paid."

6.18 Vehicle Impound Control Form (PD Form 250)

A Vehicle Impound Control Card (PD Form 250) shall be completed when a police hold is placed on a towed vehicle. The impounding officer shall obtain a case number and enter the case number on the control card before giving the tow truck driver a copy of the control card.

The Contractor shall not be liable for uncollected City Administrative Review Fees when the Vehicle Impound Control Card (PD Form 250) is not properly completed by the impounding officer. The PD Form 250 shall contain the lawful authority to impound pursuant to the California Vehicle Code. However, the impounding officer may elect to use the words "Admin Fee Applies" listed in the OTHER section of the form.

6.19 Proceeds from Lien Sale

In conformance with California Civil Code Section 3073 and California Vehicle Code Section 22850.5, the proceeds from the lien sale of any vehicle impounded pursuant to the Negligent Vehicle Impound Release (NVIR) program or the Administrative Review Fee shall be distributed in the following order:

1. Any and all costs necessary to discharge the lien, including but not limited to impound and storage fees, and the costs of processing the vehicle for lien sale shall be paid to the lien holder (Contractor).
2. Any and all City administrative fees, including individual fees or any partial fees associated with the Administrative Review and/or NVIR programs, shall be paid to the City. Any partial fees recovered by the City, resulting from the lien sale, shall first be attributed to the Administrative Review program.
3. The balance, if any, shall be forwarded to the California Department of Motor Vehicles for deposit in the Motor Vehicle Account in the State Transportation Fund.

VII. FEES

7.0 Fee Schedule

Attachment A to this Agreement provides a complete schedule of all charges and fees the Contractor will be authorized to collect from consumers for towing, impound, and storage services rendered on behalf of City. The Attachment A rate schedule shall remain in place unless and until amended by the City Council of the City of National City, pursuant to section 3.5 Re-Opener - Fee Schedule, of this Agreement.

The schedule of rates charged by the operator shall be available in the tow truck, and shall be presented upon demand to person(s) for whom the tow services were provided, or his/her agent, or any representative of the City at the scene.

7.1 Secondary Tow Fees

Secondary towing fees are the responsibility of the vehicle owner, operator or agent. If it

is determined that the City is liable for the secondary tow fees, the Contractor shall charge the City 50% of the Basic Tow Fee for Secondary Tows, if applicable.

No storage fees shall accrue while the subject vehicle is in the actual possession of the National City Police Department. Police personnel shall not release a vehicle from the National City Police Department until all the Contractor fees have been paid to the Contractor by the vehicle owner, operator or agent. In the event a vehicle is released from the police department and the Contractor fees were not paid, the City shall be liable for the full fee.

7.2 City Vehicle Tow Fees

The Contractor agrees not to charge the City a fee for the towing of marked or unmarked City police vehicles within the jurisdictional limits of National City.

The Contractor shall provide the City five (5) free tows per quarter and then charge 25% of the Basic Tow Fee for the towing of all other City vehicles (non-police vehicles) within the jurisdictional limits of National City.

Fees for all City vehicle tows, including police vehicles, which occur outside the jurisdictional limits of National City shall be resolved between the Contract Administrators, but shall not exceed 25% of the Basic Tow Fee.

7.3 Fees - Police Department Errors and Omissions

When any vehicle has been directed by the City to be towed and it is established that the tow was in error through a mistake of fact, Contractor shall release the vehicle to its owner, operator or agent at no cost. The Contractor shall bill the City at no more than 50% of the basic tow fee.

If an error by the City results in a vehicle being stored longer than it can reasonably be established that it should have been, the Contractor shall release the vehicle and bill the owner, operator or agent only those storage charges that would have accrued if no error had occurred. The Contractor shall bill the City storage fees at no more than \$2.50 per day for every day beyond the owner, operator or agent's responsibility.

If the error in towing or storage is discovered after the vehicle owner, operator or agent recovers the vehicle and all fees have been paid to the Contractor, the owner, operator, or agent may be referred to the City Clerk, City of National City to file a claim for damages against City.

7.4 Towing Program Fee

The total annual Towing Program Fee due to the City shall be one hundred fifty thousand three hundred twenty-eight dollars (\$150,328), divided equally amongst the tow operators awarded contracts, and paid quarterly. The Contractor shall make quarterly Towing Program Fee payments to the City for the right to provide towing and storage service to the City. The minimum Towing Program Fee payment amount per the Contractor, when two contractors have been awarded, shall be thirty-seven thousand five hundred eighty-two dollars (\$37,582) per quarter. The Towing Program Fee shall be payable for a period of

three (3) years subject to adjustments as defined in Section 3.3 - Re-Opener Clause – Towing Program Fee. The Towing Program fee shall continue in the above-described manner in the event of Agreement extension renewal.

7.5 Towing Program Fee - Due Date

The Towing Program Fee payment shall be due and payable no later than the fifteenth (15th) day of the calendar month following the end of each quarter, pursuant to the following schedule:

First Contract Year: Quarter End Dates

1st Quarter – January 15, 2027

2nd Quarter – April 15, 2027

3rd Quarter – July 15, 2027

4th Quarter – October 15, 2027

Second Contract Year: Quarter End Dates

1st Quarter – January 15, 2028

2nd Quarter – April 15, 2028

3rd Quarter – July 15, 2028

4th Quarter – October 15, 2028

Third Contract Year: Quarter End Dates

1st Quarter – January 15, 2029

2nd Quarter – April 15, 2029

3rd Quarter – July 15, 2029

4th Quarter – October 15, 2029

7.6 Towing Program Fee - Late Fee

Any amount owed to the City more than fifteen (15) calendar days beyond the due date shall be considered delinquent and will be in breach of contract. Failure to pay any amount owed to the City may result in the Contractor being suspended from the Agreement until such amount is paid. Interest will be charged on unpaid amounts at an annual rate equal to twelve percent (12%) per annum, or at the maximum rate permitted by applicable law, whichever is lower. Partial payments will not be accepted.

7.7 Towing Program Fee - Payments

The Towing Program Fee is payable by electronic transfer (ACH) deposit to the “City of National City Finance Department.” ACH payments shall be directed as follows:

Finance Department

National City Police Department
1243 National City Blvd National
City, CA 91950

Copies of all ACH deposits shall also be sent to the Traffic Office Coordinator at the National City Police Department via email to VCastro@nationalcityca.gov. Upon receipt and no later than five (5) days from receipt, the Traffic Office Coordinator shall record and account for the Towing Program Fee payment consistent with the terms of this agreement.

7.8 Negligent Vehicle Impound Release (NVIR) Fee

The Negligent Vehicle Impound Release Fee shall be an amount established by City. Said fee is one hundred twenty-four (\$124) dollars. The NVIR fee is recognized as a necessary and effective method of generating those revenues necessary to offset program costs, services and facilities. The NVIR fee applies only to vehicles released by the Contractor for violating certain sections of the California Vehicle Code (CVC) and/or the National City Municipal Code (NCMC). See Attachment B for a list of applicable sections.

7.9 NVIR Fee - Collection

The Contractor shall collect the NVIR fee of one hundred twenty-four (\$124) dollars per vehicle upon the release of any vehicle impounded pursuant to the above listed California Vehicle Code sections. Contractor shall remit the collected fees via ACH deposit to the City pursuant to the below listed payment schedule. The collected NVIR fees shall be properly identified and itemized.

7.10 NVIR Fee - Payment Due Date

The Towing Program Fee is payable by electronic transfer (ACH) deposit to the “City of National City Finance Department.” ACH payments shall be directed as follows:

Finance Department
National City Police Department
1243 National City Blvd National
City, CA 91950

The NVIR fees collected by the Contractor shall be due and payable to the City via electronic transfer (ACH) deposit no later than the fifth (5th) day of each month and the twentieth (20th) day of each month.

Payments due on the fifth (5th) day of each month shall include and account for all vehicles released by the Contractor between the sixteenth (16th) day of the month, and the last day of the month, inclusive.

Payments due on the twentieth (20th) day of the month shall include and account for all vehicles released by the Contractor between the first (1st) day of the month and the fifteenth (15th) day of the month, inclusive.

7.11 NVIR Fee - Payments

The NVIR Fee is payable via electronic deposit (ACH) to “City of National City Finance

Department.” Copies of all ACH deposits shall be forwarded to:

Traffic Office Coordinator (VCastro@nationalcityca.gov)
National City Police Department
1200 National City Blvd National
City, CA 91950

Upon receipt and no later than five (5) days from receipt, the Traffic Office Coordinator shall record and account for the NVIR Fee payment, consistent with the terms of this Agreement.

7.12 NVIR Fee Payment - Late Fee

Any amount owed to the City more than fifteen (15) calendar days beyond the due date shall be considered delinquent and will be in breach of contract. Failure to pay any amount owed to the City may result in the Contractor being suspended from the Agreement until such amount is paid. Interest will be charged on unpaid amounts at the maximum rate permitted by law. Partial payments will not be accepted.

7.13 Administrative Review Fee

The Administrative Review fee shall be an amount established by the City. Said fee is one hundred fifty (\$150) dollars. The Administrative Review fee is recognized as a necessary and effective method of generating revenues necessary to offset program costs, services and facilities. Vehicles impounded by the City, pursuant to California Vehicle Code 12500(a) and 14601.1, shall be released by the City upon expiration of a thirty (30) day hold and shall only be released by the City upon a showing of proof that the owner, operator or agent has a valid driver's license.

The Contractor shall collect Administrative Review fees prior to the actual release of the vehicle. The Contractor shall remit the collected fees to the City pursuant to the below listed payment schedule. The Administrative Review fees shall be properly identified and itemized. The Administrative Review fee applies only to vehicles impounded pursuant to certain California Vehicle Code Sections. (See Attachment C for a list of applicable sections.)

7.14 Administrative Review Fees - Due Date

The fees collected by the Contractor shall be due and payable to the City via electronic transfer (ACH) deposit no later than the fifth (5th) day of each month and the twentieth (20th) day of each month.

Payments due on the fifth (5th) day of each month shall include and account for all vehicles released by the Contractor between the sixteenth (16th) day of the month, and the last day of the month, inclusive.

Payments due on the twentieth (20th) day of the month shall include and account for all vehicles released by Contractor between the first (1st) day of the month and the fifteenth (15th) day of the month, inclusive.

7.15 Administrative Review Fee -Payment

The Administrative Review fee is payable via electronic deposit (ACH) to “City of National City Finance Department.” Copies of all ACH deposits shall be forwarded to:

Traffic Office Coordinator (VCastro@nationalcityca.gov)
National City Police Department
1200 National City Blvd National
City, CA 91950

Upon receipt, and no later than five (5) days from receipt, the Traffic Office Coordinator shall record and account for the Administrative Review fees consistent with the terms of this Agreement. The Administrative Review fee of one-hundred fifty (\$150) dollars per vehicle shall be divided and deposited with the City Finance Department as directed by the Finance Department.

7.16 Administrative Review Late Fee

Any amount owed to the City more than fifteen (15) calendar days beyond the due date shall be considered delinquent and will be in breach of contract. Failure to pay any amount owed to the City may result in the Contractor being suspended from the Agreement until such amount is paid. Interest will be charged on unpaid amounts at an annual rate equal to twelve percent (12%) per annum, or at the maximum rate permitted by applicable law, whichever is lower. Partial payments will not be accepted.

VIII. VEHICLE RELEASE

8.0 General Rule - Vehicle Release

As a general rule, the Contractor shall be responsible for the release of all vehicles in the Contractor's possession as a result of police initiated or referral tows.

8.1 Exceptions to General Rule

Vehicles impounded pursuant to the following California Vehicle Code Sections shall not be released by the Contractor. The Contractor shall refer the vehicle owner, operator or agent to the police department to obtain a release:

1. 14602.6 – Suspended Driver's License
2. 22651 (i) - Five or more Parking Citations
3. 22655 - Hit & Run Investigation
4. 22655.5 - Evidentiary Reasons
5. And as otherwise required by the California Vehicle Code

8.2 Hit & Run Investigation - Mandatory Release 22655(b) CVC

Any vehicle impounded for hit & run investigation (California Vehicle Code Sections 20002 thru 20006), pursuant to the authority of California Vehicle Code Section 22655, shall be released within 48 hours after removal from highway or private property. When determining the 48-hour period, weekends, and holidays shall not be included. Any vehicle

not released by the City within the maximum 48-hour period, shall be released by the Contractor upon demand of the vehicle owner, operator or agent upon the expiration of the 48-hour period, regardless of the City hold status.

8.3 Questions, Problems, or Controversy Associated with Vehicle Release

In the event the Contractor experiences problems, questions or controversy associated with a customer demanding the release of a police initiated or referral tow, the Contractor shall notify the police department. Additionally, if the Contractor discovers a questionable DMV document, an officer shall be dispatched to resolve the problem.

8.4 Expert Training - DMV Document Identification

During the term of this Agreement and at the Contractor's request, the City may provide the Contractor, the Contractor's employees, and new employees with training in the identification and recognition of all relevant California Department of Motor Vehicles documents including, but not limited to, California Driver Licenses and California Vehicle Registration documents. A recognized expert employed by the California Department of Motor Vehicles shall conduct training. Training shall include, but not be limited to, recognition and identification of counterfeit, altered, or forged California Driver's License and California Registration and Title Certificates. The Contract Administrators shall coordinate date, time and location of training.

IX. MINIMUM TRUCK EQUIPMENT AND STORAGE LOT REQUIREMENTS

At all times during the term of this Agreement, the Contractor shall meet the following minimum tow truck equipment requirements and storage lot requirements:

9.0 Minimum Tow Truck Requirements

During the term of this Agreement, the Contractor shall have available no less than three (3) tow rigs of at least one-ton capacity. Each tow rig shall have dual rear wheels. Each vehicle used for towing police impounds shall have a manufacturer's gross vehicle weight rating (GVWR) of not less than 14,500 pounds. During the term of this Agreement, the Contractor shall have a tow rig capable of towing large, oversize vehicles, including Class B (minimum 26,001 GVWR), Class C (minimum 48,000 GVWR), and Class D (minimum 52,000 GVWR). During the term of this Agreement, the Contractor shall have a truck with landoll type trailers acceptable for Class C and Class D towing.

In addition, during the term of this Agreement, the Contractor shall have available one (1) tow rig, commonly known as a "Sub-Garage Tow Vehicle," capable of entering and removing impounded vehicles from the underground parking garage of the National City Police Department. The sub-garage tow vehicle is a limited use vehicle and does not requiredual wheels or a GVWR of 14,500 pounds. The Contractor shall have a vehicle capable of towing/recovery from off road areas.

9.1 Minimum Tow Truck Equipment Requirements

Each tow truck responding to requests for police initiated towing and impound services shall be equipped with radio communications equipment capable of effecting two-way radio communications between the tow truck operator and Contractor's dispatching

operation. Citizen Band radios shall not be used to meet this requirement.

Each tow truck shall have a maximum 8,000-pound capacity winch that is power driven by power takeoff from transmission, in both directions, and equipped with safety dogs or an adequate braking system. Winches must be fitted with a minimum of 100 feet of cable for recovery tasks. Roll back car carriers must be fitted with a minimum of fifty (50) feet of cable. All cable (wire rope) must be maintained in good condition. Only wire rope with swaged ends, wedge locks or braided ends, with metal sleeves in the loops shall be approved for use under the terms of this Agreement. Consistent with the California Code of Regulations, Title 13, Section 1305(b), wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusted, kinked, badly worn, when there are twelve (12) or more wires broken in lay length, or where there is other visible evidence of loss of strength.

The Contractor shall maintain dollies for use by in-service tow trucks providing police towing services to the City. Each tow truck, with the exception of slide back carriers, shall carry its own set of dollies.

Each tow truck shall be equipped with no less than two (2) safety chains. No less than two (2) safety chains shall be used for each vehicle being towed. Each safety chain shall be rated at no less than the rating specified by the original equipment manufacturer (OEM). The safety chains shall be securely affixed to the bed frame or wrecker boom, independent of the towing sling, bar, hitch, wheel lift, or under lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two (2) chains or two (2) straps. All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit. Vehicles being transported on slide back carriers shall be secured by four (4) tie down chains or straps, independent of the winch or loading cable.

In addition to the requirements set forth in California Vehicle Code Section 27700, the City requires the Contractor to equip each tow truck with red flares, lanterns or reflectors, hand tools (screw drivers, pliers, ratchet and sockets, crescent wrenches, metric and standard lug wrenches), bolt cutters, six foot crowbar, rope, broom, shovel, dustpan, fire extinguisher (dry chemical or carbon dioxide type), utility flood lamps, portable red taillights and stoplights for towed vehicles, equipment for opening locked vehicles, safety snubber chains, and a trash can with absorbent material.

Each tow truck shall be equipped with disposable (one time use) latex or rubber gloves for use by the Contractor's employees to prevent contamination or contact with potential blood borne pathogens. The decision to use said equipment rests solely with the Contractor.

9.2 Tow Truck Identification

Each tow truck responding to police initiated towing and impound services shall, on both sides of the vehicle, conspicuously bear the Contractor's company name, local address, and local phone number(s) in lettering that complies with California Vehicle Code Section 27907.

9.3 Tow Truck Lighting Equipment

Each tow truck responding to police initiated towing and impound services shall be equipped with lighting systems as required by California Vehicle Code Sections 24605, 24606 and 25253. Additionally, tow trucks shall be equipped with utility lamp lighting systems than comply with California Vehicle Code Section 25110.

9.4 California Highway Patrol Inspection Certification

During each year of this Agreement, the Contractor shall obtain and retain an annual California Highway Patrol (“CHP”) tow truck safety inspection certification. The Contractor shall annually be able to show proof that every vehicle in each category required for service under this Agreement providing services to the City has passed a CHP tow truck safety inspection. Tow trucks not passing inspections or meeting the requirements of this section shall immediately be removed from rotation. The tow truck may return to rotation once the truck has successfully passed a re-inspection by the original inspecting agency.

Nothing in this section is intended to prevent, or preclude the National City Police Department from performing periodic unscheduled inspections to ensure compliance with the requirements of the California Vehicle Code and this Agreement.

9.5 Tow Truck Maintenance

Each tow truck responding to police initiated towing and impound services shall be well maintained and reasonably clean on the exterior and interior and should reflect the clean, professional image of the City of National City.

9.6 Storage Lot, Minimum Requirements

There shall be a minimum of one (1) vehicle storage yard within a ten (10) mile radius from City Hall, 1243 National City Boulevard, National City, with adequate storage capabilities for all vehicles retrieved from the City and requiring storage. The Contractor shall identify the exact location and size of any storage yards to be used pursuant to this Agreement.

The storage yard shall be a minimum of 10,000 sq. ft. and have space necessary to accommodate all Police Department tows and comply with all applicable Building Codes and zoning regulations (including but not limited to: Fire, Sign, Zoning, and Building Codes). There shall also be the following:

1. Be completely enclosed by an 8-foot solid high fence with a lockable gate. Construction of the fence and gates must be of sufficient construction to prevent entry into the storage area of unauthorized persons or vehicles.
2. Alarms and intrusion sensors that provide immediate notification capabilities at all times or similar devices or security measures.
3. Sufficient lighting to detect unauthorized entrance at night.
4. The storage yard shall be served by drainage facilities adequate to prevent

the accumulation of standing water. The vehicle storage area must remain free of mud, pools of standing water, debris, or other elements that would be harmful to the stored vehicle, vehicle contents, or to persons viewing, inspecting or recovering the vehicles. The vehicle storage area, including all driveways and access roads, shall be surfaced in a manner so as to prevent the listed conditions. An acceptable surface includes concrete, asphalt, asphaltic concrete, or decomposed granite with oil.

5. All areas open to vehicular traffic shall be paved with cement, asphalt surfacing or oil and aggregate mixture.

6. The entire site is to be continuously maintained to prevent accumulation of trash, combustible waste, and hazardous debris.

7. The storage yard must be a reasonable distance from public transportation.

8. Stored vehicles shall be arranged to provide reasonable and immediate inspection at any time by the City's agents.

The Contractor shall provide service to the public twenty-four (24) hours a day, seven (7) days a week so that an owner may pay towing and storage fees at the storage yard where their vehicle is stored and obtain its release.

The Contractor is responsible for the reasonable care, custody, security, and control of any property contained in towed or stored vehicles. All items removed from a vehicle or left stored within the vehicle shall be released to the owner or agent of the impounded vehicle upon demand during normal business hours unless the vehicle is under law enforcement hold.

Vehicles may not be taken off-site of the storage yard without the City's permission.

9.7 Minimum Lighting Requirements - Storage Lot

There must be adequate lighting, and all yard and office construction must comply with applicable building codes, fire codes, and zoning regulations. The minimum lighting requirements per ten thousand (10,000) square feet are in effect unless zoning or other local regulations dictate increased or diminished lighting requirements:

1. Four (4) 300-Watt incandescent medium-wide flood lights, or
2. Three (3) 300-Watt quartz halogen lights, or
3. Two (2) 100-Watt high-pressure sodium lights.

9.8 Vehicle Examination Area

The Contractor will set aside an area of sufficient size to place a standard sized passenger sedan and have a minimum of forty-eight (48") inches from each side, the front, and rear of the vehicle for the purpose of inspecting the vehicle. This examination area must be flat, level, and paved with concrete, asphalt or asphaltic-concrete, or other suitable all-weather surfaces.

9.9 Secure Area - Evidentiary Vehicles

Vehicles impounded by the City for investigative purposes shall be held in a maximally secured, non-public area of the Contractor's property until released by the City. The Contractor shall ensure, by the use of various security devices and measures, including but not limited to walls, fences, containers, buildings or the like, that no unauthorized person, whether intentionally or accidentally can come into physical contact with evidentiary vehicles. Located within the storage yard, the Contractor shall set aside a secure area, sufficient in size to hold four (4) vehicles, with sufficient room to walk around, open doors, and examine each separate vehicle.

9.10 Special Operations

During the Agreement term, it is anticipated that numerous special police operations may be conducted that require the towing of vehicles. An example of this type of operation is a Sobriety/Driver's License checkpoint. The Police Department will attempt to equally distribute these special operations between the contractors. However, many of these operations have special date or period requirements beyond the control of the Police Department. Due to these special requirements, a contractor may obtain more operations than the other contractor(s). The Contractor agrees to this potentially inequitable distribution of special operations as a City contractor.

X. INSURANCE REQUIREMENTS

10.0 Minimum Insurance Requirements

All required insurance shall be submitted to the City prior to the granting of the provisional award. Failure to provide the insurance certificates as previously set out shall cause the bid to be rejected as non-responsive. The Contractor shall maintain insurance in full force and effect during the entire period of performance under this Agreement. Failure to do so shall be cause for immediate termination of the Agreement.

All policies must have a thirty (30) day cancellation clause, giving the City thirty (30) days prior written notice in the event a policy is cancelled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage, depending upon assessment of the risk, the Contractor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance shall be written with only insurers authorized to conduct business in California which hold a current policy holder's alphabetic and financial size category rating of not less than A: VII according to the current Best's Key Rating Guide, or a company of equal financial stability that the City's Risk Manager approves. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

All policies must be endorsed to provide that the insurance afforded by the Contractor is primary to any insurance or self-insurance maintained by the City and its elected officials, officers, employees, agents, and representatives as respects operations of the Named

Insured. Any insurance or self-insurance maintained by City and its elected officials, officers, employees, agents, and representatives shall be in excess of the Contractor's insurance and shall not contribute to it.

The following coverage is required:

Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location." The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

Automobile Liability for a minimum of two million dollars combined single limit (\$2,000,000.00 CSL) per person and four million dollars (\$4,000,000.00) per accident. The City of National City must be named as an additional insured on the certificate.

Garage Keepers for a minimum of one million dollars each occurrence (\$1,000,000.00 EO).

On Hook/Cargo in amounts not less than fifty thousand dollars (\$50,000.00) / twenty thousand dollars (\$20,000.00) / one hundred thousand dollars (\$100,000.00), the maximum deductible shall be no more than two thousand five hundred dollars (\$2,500.00).

Workers' compensation insurance in an amount sufficient to meet statutory requirements covering all of the Contractor's employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

The City does not require a performance bond.

If required insurance coverage is provided on a 'claims made' rather than 'occurrence' form, the contractor shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of the Agreement. In addition, the "retro" date must be on or before the date of this Agreement

Any aggregate insurance limits must apply solely to the Agreement.

The Certificate Holder for all policies of insurance required by this Agreement shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

If the Contractor maintains broader coverage or higher limits (or both) than the minimum limits shown above, the City shall be entitled to the broader coverage or higher limits (or both) maintained by the Contractor. Any available insurance proceeds in excess of the

specified minimum limits of insurance and coverage shall be available to the City.

This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with, and approved by the City's Risk Manager.

XI. CONSTRUCTION OF AGREEMENT

The parties acknowledge and agree that (1) each party is of equal bargaining strength; (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement; (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement; (4) each party and such party's counsel and advisors have reviewed this Agreement; (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice; and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any attachments, or any amendments hereto.

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

CITY OF NATIONAL CITY

CORTES TOWING ENTERPRISES INC.

By: _____
Ron Morrison, Mayor

By: _____
Juan Cortes, Jr., Owner

APPROVED AS TO FORM:

Heidi Skinner, City
Attorney

ATTACHMENT A TOWING FEE SCHEDULE

SERVICE	FEE
BASIC TOWING Includes first hour hookup, labor, standby time, for vehicles under 9,500 GVW (unloaded).	\$200
MEDIUM SIZE - BASIC TOWING Includes first hour hookup, labor, standby time, for vehicles over 9,500 GVW but less than 22,000 GVW (unloaded).	\$220
LARGE SIZE - BASIC TOWING Includes first hour hookup, labor, standby time, for vehicles over 22,000 GVW (Unloaded).	\$240
ON-SCENE OR STAND-BY Labor = Each 15-minute increment, beyond first hour is charged only when extra ordinary labor must be expended to recover a vehicle. Stand-by is charged when the job cannot be started and must be explained on the tow bill.	\$40
DOLLIES Will only be used when there is not a less expensive, safe manner of handling the situation.	\$55
DRY RUN May also be known as a “hook-up – drop fee” and is charged when the vehicle is hooked up and the owner returns before the vehicle is in transit.	\$0
PER MILE TOWING Applies only to vehicles recovered outside the jurisdiction of the City of National City.	\$5
MAXIMUM STORAGE - PER DAY Per day is defined as a 24-hour period.	\$50
STORAGE PER HOUR Up to maximum of \$15.00 per hour.	\$5
AFTER HOURS VEHICLE RELEASE After 6 p.m. and before 8 a.m., including weekends and all holidays.	\$70
NOTIFICATION OF LIEN SALE Vehicle valued at less than \$4,000 (22851.12 CVC)	\$70

• NOTIFICATION OF LIEN SALE Vehicle valued at over \$4,000. (22851.12 CVC).	\$100
• POLICE EQUIPMENT TOWING Inside jurisdictional limits of National City.	No Charge
• CITY EQUIPMENT TOWING Five (5) free tows per quarter, then 25% of the basic towing fee, includes all City vehicles. Also includes police vehicles towed from outside jurisdictional limits of National City.	25% Basic Towing Fee
• EVIDENTIARY TOWING AND STORAGE Daily storage fees for City/vehicles, seized vehicles, and vehicles for basic evidentiary purposes (for the first 6 months). No additional charges after 6 months	25% of daily Storage fee 25% of Basic Towing Fee
• TOWING OF VICTIMS VEHICLES	\$60.00
CITY ADMINISTRATIVE	FEES
• NEGLIGENT VEHICLE IMPOUND RELEASE	\$124.00
• SERIOUS TRAFFIC OFFENDER PROGRAM	\$150.00

ATTACHMENT B

Pursuant to Section 7.9 of this Agreement, the Negligent Vehicle Impound Release Fee shall apply to vehicles impounded pursuant to the following California Vehicle Code sections and/or National City Municipal Code sections. One or more the listed sections must be included on the impounding documents.

California Vehicle Code

- 22500 et seq.** Prohibited Stopping, Standing, or Parking
- 22500.1** Prohibited Stopping, Standing, or Parking: Fire Lane
- 22651 (a)** Unattended on Bridge
- 22651 (b)** Hazard to flow of traffic
- 22651 (d)** Blocking a driveway
- 22651 (e)** Blocking fire hydrant access
- 22651 (h)** Operator taken into custody - not practical to park or lock
- 22651 (i)** Unpaid parking citations
- 22651 (j)** Illegally parked and no evidence of registration displayed
- 22651 (k)** Parking over 72 hours
- 22651 (l)** Temporary tow away signs for street repair
- 22651 (m)** Highway authorization for other use, with 24-hour notice
- 22651 (n)** No parking tow away signs posted
- 22651 (o) (1)** Expired registration in excess of six months
- 22651 (p)** Unlicensed or suspended/ revoked license in violation of 12500, 14601, 14601.1, 14601.2, 14601.3, 14601.4, 14601.5, or 14604.
- 22651 (r)** Illegally parked, blocking a legally parked vehicle
- 22652** Illegally parked in designated handicapped parking space
- 22653 (c)** Removal from private property, at request of property owner, when operator is taken into custody
- 22655 (a)** Hit & Run suspect vehicle
- 22656** Illegally parked or abandoned within 7-1/2 feet of nearest railroad rail
- 22669 et seq.** Removal of Abandoned Vehicles as determined pursuant to section 22523 CVC

National City Municipal Code

- 11.32.060** Illegally parked - 72 hour violation - vehicle removal
- 11.32.070** Illegally parked - Restricted hours - vehicle removal
- 11.32.160** Illegally parked - Emergency parking - vehicle removal
- 11.32.250 (e)** Illegally parked - Taxi Stand - vehicle removal

ATTACHMENT C

Pursuant to Section 7.14 of this Agreement, the Serious Traffic Offender Program Fee shall apply to vehicles impounded pursuant to the following California Vehicle Code Sections. One or more of the following sections must be included on the impounding documents.

California Vehicle Code

- 22651(p)** Includes Sections 12500, 14601, 14601.1, 14601.2, 14601.3, 14601.4, 14601.5 or 14604.
- 22651(h)(2)** Upon service of notice of an order of Suspension or Revocation, pursuant to 13388 CVC.
- 14602.6** Unlicensed, Suspended or Revoked and involved in traffic collision. Sub-section (b) - Certified Mail, 2-day notice to legal owner. Failure to notify legal owner results in maximum fee for 15 days vehicle storage.
- 14602.7** Fleeing a Peace Officer - Court Order upon affidavit of Peace Officer, to seize vehicle, not to exceed 30 days. Failure to notify legal owner (2 days' notice) results in maximum fee for 15 days vehicle storage.
- 14607.6** Impoundment and Forfeiture of Motor Vehicle.

AGREEMENT BY AND BETWEEN

CITY OF NATIONAL CITY

AND

TONY’S AUTO CENTER INC. dba TONY’S AUTO CENTER

FOR

TOWING AND IMPOUND SERVICES

October 1, 2026 – September 30, 2029

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**AGREEMENT FOR TOWING AND IMPOUND SERVICES
BETWEEN THE CITY OF NATIONAL CITY AND
TONY'S AUTO CENTER INC. DBA TONY'S AUTO CENTER**

This agreement for towing and impound services ("Agreement") is made and entered into in the City of National City, State of California, on this 1st day of September, 2026, by and between the City of National City, a municipal corporation ("City"), and Tony's Auto Center, Inc. dba Tony's Auto Center ("Contractor") for towing and impound services.

RECITALS

WHEREAS, the City of National City requires professional towing and impound services to maintain the safety of the public right-of-way and to seize and secure vehicles in accordance with the laws of the State of California and the National City Municipal Code, ordinances and regulations of the City of National City; and

WHEREAS, the City has adopted a process for the selection and designation of professional towing contractors to provide towing, impound and storage service upon the request of the National City Police Department ("NCPD"); and

WHEREAS, on May 12, 2026, a Request for Proposal ("RFP") was issued for towing and impound services for the City, to which Contractor responded; and

WHEREAS, the tow committee comprised of City staff evaluated the proposals and presented their report to Council for consideration at the September 1, 2026 City Council meeting; and

WHEREAS, the staff report detailed the evaluation process, explained the evaluations of the proposals, including whether the proposals met the RFP requirements, and recommended awarding contracts to the top two operators; and

WHEREAS, Contractor participated in a competitive process through the RFP and, together with another towing contractor, has been found to provide the best overall value to the City, including having the qualifications and capability of providing the highest quality, professional towing services for the City of National City; and

WHEREAS, the City of National City desires to have two towing and impound operators perform exclusive towing service within the City of National City, and the Contractor represents and warrants it is experienced and staffed in a manner such that it is capable and prepared to deliver the services required by the City of National City within the timeframes herein provided, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the City of National City and Contractor mutually agree to the terms and conditions as follows:

I. DEFINITION OF TERMS

1.0 Police Tow shall mean the towing of vehicles at the direction of the National City Police Department where the consent of the owner or operator or their agent of the vehicle is not required under existing law. This shall include, but is not limited to, the towing of motor vehicles that are illegally parked, abandoned, evidence in a criminal investigation, disabled due to collision or mechanical failure (pursuant to Section 22500 of the Vehicle Code) or otherwise subject to the authority of the National City Police Department.

1.1 Police Referral Tow shall mean the towing of a vehicle by the National City Police Department at the request of the vehicle owner, operator, or their agent. Examples include mechanically disabled vehicles, vehicles disabled as a result of collision, or any other circumstances where the public right-of-way is impacted.

1.2 On-Demand Tow means the towing of a vehicle by a towing company that has been requested by the vehicle owner, operator, or their agent, without police involvement. On-Demand tows may include owners or agents of private property landholders who arrange for vehicle towing service from private property without police involvement. If the police department becomes involved in arranging for tow service, the matter is considered a "Police Referral Tow". On-Demand Tows are considered independent services outside the scope of this Agreement.

1.3 Secondary Tow is defined as the impound of a vehicle on orders of police under the authority of California Vehicle Code Sections 22655 or 22655.5 and the vehicle is brought to the National City Police Department for evidence processing. The secondary tow occurs when the police direct the original Contractor to retrieve and store the vehicle on Contractor's property.

1.4 Collision Tow The owner or operator of a vehicle involved in a non-criminal traffic collision may select a tow company of their own choosing. However, if in the opinion of the investigating police officer an unreasonable delay would result, or unnecessary delay would negatively impact access to the public right-of-way, the investigating officer may consider the matter a "Police Tow" and cause the removal of the vehicle. If the vehicle is towed on orders of the investigating officer, the officer shall complete the Vehicle Report (CHP 180), citing 22500 California Vehicle Code as the authority for impound. No special hold or police authorized release is necessary.

1.5 Response Time is defined as the elapsed time between the relaying of the tow service request by the National City Dispatch Center or a City employee to the Contractor and the arrival of the specific tow truck type requested to fulfill the tow need on scene. Under most situations, a call for field service will be relayed by the Police dispatchers via telephone to the tow contractors. However, there is a need to allow for direct requests to the tow contractor by any NCPD employee. This may be done by phone or in person to either the Contractor's dispatcher or to a tow truck driver that is already on the scene of an NCPD requested tow, when there is a need for additional services.

1.6 Dispatch Center is the Police Department’s multifunction emergency and non-emergency telephone/radio operators.

1.7 Contract Year is defined as any one year, 365-day period during the term of this Agreement. The first contract year begins on October 1, 2026 and ends on September 30, 2027. The second contract year begins on October 1, 2027 and ends on September 30, 2028. The third contract year begins on October 1, 2028 and ends on September 30, 2029. There are three (3) successive years in the initial term of this Agreement as set forth in Section 3.0.

1.8 Fee Schedule is defined as the fees charged by the Contractor to the owner, operator, or agent of the subject vehicle for various services charged by the Contractor. The fee schedule is approved and authorized by a majority vote of the City Council of the City of National City. The fee schedule includes itemized charges for numerous towing and storage services including, but not limited to, hook up fees, dolly fees, daily storage fees, after- hour release fees, etc. The fee schedule is Attachment A to this document. Attachment A and the fees may be adjusted as set forth in Section 7.0.

1.9 Towing Program Fee is a fee from Contractor to City and is authorized by California Vehicle Code Section 12110(b). It is defined as a quarterly fee charged to the Contractor(s) by the City in connection with the award of a franchise for the towing services for the City. The Towing Program Fee is designed to compensate the City for its actual and reasonable costs incurred by the City to process and administer towing services. The Towing Program Fee may be adjusted during the term of this Agreement as set forth in Section 3.4 of this Agreement. The payment of the Towing Program Fee is set forth in Sections 7.5, 7.6, 7.7, and 7.8.

1.10 Negligent Vehicle Impound Release Fee (“NVIR”) is authorized by the City Council. The Negligent Vehicle Impound Release Fee is defined as a fee charged to the owner, operator, or agent of a vehicle that violated certain specified sections of the California Vehicle Code or National City Municipal Code. The NVIR fee is one hundred twenty-four (\$124) dollars. The NVIR fee may be adjusted during the term of the agreement as set forth in Section 7.0 of this Agreement. This fee is collected by Contractor on behalf of City.

1.11 Administrative Review Fee is a fee charged to the vehicle owner, operator or agent and is collected by the Contractor, on behalf of the City. The fee is one hundred and fifty (\$150) dollars. The fee supports the staff time utilized to process and administer requests and appeals from unlicensed drivers for release of their vehicles prior to the 30 days prescribed by the California Vehicle Code. This includes a hearing with the Police Traffic Supervisor. The “Administrative Review Fee” may be adjusted during the term of the Contract at the discretion of the City. The fee offsets the administrative costs of the program. This fee is charged to the vehicle owner, operator or agent and is collected by the Contractor on behalf of City. The Administrative Review Fee may be adjusted during the term of this Agreement as set forth in Section 7.0.

II. ADMINISTRATION AND MANAGEMENT OF AGREEMENT

2.0 Agreement Approval

This Agreement for towing service shall become effective when the City Council of the City of National City has reviewed and approved the Agreement and it has been fully executed by the Contractor and City.

2.1 Entire Agreement

This Agreement supersedes any prior agreements, documents, negotiations and communications, oral or written, and contains the entire agreement between the parties as to towing and impound services. No subsequent agreement, representation, or promise made by either party hereto, or by, or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

2.2 Administration of Agreement

Each party designates the below individuals as the “Contract Administrator” for the party. The Contract Administrator is authorized by the party to represent the party in the administration of this Agreement. The Contract Administrator shall monitor the progress and execution of this Agreement. The Contract Administrator may delegate duties and responsibilities to subordinates to ensure functional management, supervision and operation of this Agreement.

Contract Administrator for the City of National City

Alejandro Hernandez, Chief of
Police
National City Police Department
1200 National City Blvd., National City, CA. 91950
(619) 336-4511

Management and Operations

Traffic Division Sergeant
National City Police Department
1200 National City Blvd., National City, CA 91950
(619) 336-4475

Inspection & Operational Supervision

Traffic Division Sergeant
National City Police Department
1200 National City Blvd., National City, CA 91950
(619) 336-4475

Contract Administrator for Tony's Auto Center Inc.

Sanar Q. Abed, President
Anthony A. Charlton, Jr. Vice President
38 3rd Avenue Suite B
Chula Vista, CA 91910
(619) 890-4911
Tonystowing305@gmail.com

2.3 Cooperation and Consultation

The designated City employee(s) and the Contractor shall regularly consult during the term of this Agreement in order to achieve the objectives of this Agreement. Throughout the term of this Agreement, the Contractor shall permit access to its offices, facilities, files and records relating to the operation and management of this Agreement. Upon request of the City, the Contractor shall provide copies of files, materials or records relating to the towing, impound, and disposition of any vehicle towed as a result of this Agreement.

2.4 Compliance with Applicable Law

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations and all applicable ordinances, rules and regulations of the City of National City, whether now in force or subsequently enacted.

2.5 Licenses, Permits, Etc.

Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession, and as required in the City's Request for Proposal for this Agreement. The Contractor represents and covenants that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, insurance or approval which is legally required for the Contractor to practice its profession.

2.6 Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under any term of this Agreement which is not disposed of by this Agreement shall be decided by the Chief of Police, who will furnish the decision to the Contractor in writing. The Contractor shall proceed diligently with performance of this Agreement pending receipt of the decision of the Chief of Police. The decision of the Chief of Police is final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, capricious or so grossly erroneous as to necessarily imply bad faith.

This "Disputes" clause does not and is not intended to preclude consideration of legal questions in connection with decisions provided in the above paragraph. Nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or council on a question of law.

2.7 Mediation / Arbitration

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego County, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the “AAA”), before resorting to arbitration. The cost of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego County, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys’ fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

2.8 Legal Fees

If any party brings a suit or action against the other party arising from any alleged breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement then, in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover from the other party all costs and expenses of suit, including expert and attorneys’ fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorneys’ fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award.

Attorneys’ fees to the prevailing party, if other than the City, shall not exceed the amount of attorneys’ fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorneys’ fees incurred by the prevailing party.

2.9 Indemnification and Hold Harmless

The Contractor agrees to indemnify, defend, and hold harmless the City of National City, its officers, employees, agents, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, defense costs or reasonable attorneys’ fees, of any kind or nature, including workers’ compensation claims, of or by anyone whomsoever, in any way resulting from, related to, or arising out of the Contractor’s performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, employees, or volunteers. The City will cooperate reasonably in the defense of any action, and Contractor shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the

termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term on this Agreement.

2.10 Business Records (10650 CVC et seq.)

The Contractor shall maintain and retain data and records of all tow services furnished, including description of vehicles, nature of service, date, time of notification by City, time of tow truck dispatch, time of arrival of tow truck at scene, location of calls, total itemized charges of towing and storage, and the description of all vehicles towed and/or stored at the initiation of the City. If the vehicle is sold at lien sale, data shall be maintained documenting all liens against the vehicle, monies received as a result of the sale, identification of the purchaser, and the amount of monies forwarded to City and State. All such data and original towing and storage records shall be maintained in an accessible location. The Contractor shall make available and permit the City without notice during normal business hours to audit, examine and make excerpts, copies, or transcripts of all data and records with respect to the towing and storage of vehicles initiated by the City. If the Contractor employs, assigns or contracts with a third-party vendor to manage or process the DMV required processing regarding lien sale vehicles, the Contractor shall make available all relevant records, data or documents regarding lien sales. The Contractor shall waive any privacy rights in order to permit City to inspect, review and copy any relevant record in possession of a third-party vendor.

2.11 Prohibition Against Use of Privileged Information

The Contractor shall not use for personal gain, transmit, or disclose any privileged or confidential information that is acquired from or obtained as a result of information gathered from the management or operation of this Agreement. For the purpose of this section, "Privileged or Confidential Information" shall include City or police department records unrelated to towing and storage of vehicles, Department of Motor Vehicles ("DMV") information, or criminal history information.

2.12 Independent Contractor

The Contractor shall for all purposes arising out of this Agreement, be an independent contractor. The Contractor and employees of the Contractor shall not be deemed employees or agents of City. It is expressly understood and agreed that the Contractor and its employees shall in no event, as a result of this Agreement, be entitled to any benefit to which City employees are entitled, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave, medical leave, unemployment or any other leave benefits.

Neither the City, nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth, and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants, and employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

2.13 Assignment

This Agreement contemplates the personal services of the Contractor and the Contractor's employees, and it is recognized by the parties that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of the Contractor and its employees. Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees as the Contractor may deem necessary for the proper and efficient performance of this Agreement. The Contractor has represented it has sufficient staffing to perform pursuant to this Agreement.

The Contractor agrees it shall not subcontract any towing or impound services. Any other type of work that is subcontracted shall require written consent of the City. All agreements by the Contractor with its subcontractor(s) shall require the subcontractor(s) to adhere to the applicable terms of this Agreement.

2.14 Workers' Compensation

The Contractor shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or Federal acts or laws applicable; and shall indemnify, defend and hold harmless the City and its officers, employees and volunteers from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and defense costs presented, brought or recovered against the City or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the Contractor under this Agreement.

2.15 Non-Discrimination Provision

The Contractor will not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition, or any other classification protected by State or federal law. The Contractor will take positive action to ensure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition, or any other classification protected by State or federal law. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.

2.16 Conflict of Interest and Political Reform Act Obligations

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interest's conflict in any way with those of the City of

National City. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a direct or indirect financial interest as defined in Government Code Section 87103. The Contractor represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City. Contractor further warrants and represents that Contractor will immediately advise the City Attorney if Contractor learns of an economic interest of Contractor's that may result in a conflict of interest for the purposes of the Political Reform Act, and regulations promulgated thereunder.

The Contractor shall be strictly liable to the City for all damages, costs or expenses the City may suffer by virtue of any violation of this section by the Contractor.

2.17 Termination of Agreement

A. This Agreement may be terminated with or without cause by the City. Termination without cause shall be effective only upon 60-day's written notice to the Contractor. During said 60-day period the Contractor shall perform all services in accordance with this Agreement.

B. This Agreement may be terminated immediately by the City for cause in the event of a material breach of this Agreement, misrepresentation by the Contractor in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the City.

C. Termination, with or without cause, shall be effected by delivery of written Notice of Termination to the Contractor as provided for in Section 2.21.

D. In the event of termination, all finished or unfinished memoranda, reports, plans, specifications and other documents prepared by the Contractor, whether paper or electronic, shall immediately become the property of and be delivered to the City, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the City by the Contractor's breach, if any.

E. The City further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the Contractor; (2) a reorganization of the Contractor for the benefit of creditors; or (3) a business reorganization or change in business status of the Contractor.

F. If Contractor is terminated during the period of performance for any of the reasons stated above or is no longer able to perform for any reason, then the City may unilaterally select another tow operator to replace the terminated contractor or no longer performing contractor. The selection of such other tow operator, and whether to select another tow operator, shall be at the sole discretion of the City. In the event another tow

operator is selected by the City per this Section, that other tow operator will be required to comply with the same terms of this Agreement or its amendments, including the accepted and adopted fee rate schedule.

2.18 Charges and Fees

The Contractor is authorized and responsible for the collection of all applicable towing and storage charges, and any fee authorized or required by City to defray costs to City for the management and operation of this Agreement, prior to releasing a vehicle.

2.19 Inspection

The City shall require no less than an annual inspection of the Contractor and its facilities to ensure conformance and compliance with the provisions of the California Vehicle Code and this Agreement. Responsibility for said inspection rests with the National City Police Department Traffic Division Sergeant and/or their designee. Said inspections shall be conducted during normal business hours but may be conducted without prior advanced notice. Upon completion of inspection, the Traffic Division Sergeant shall submit a written report to the Contract Administrators and/or City staff.

2.20 Notice of Termination

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days, (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telex, telecopy, facsimile or fax, when sent. Any notices, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY:

Alejandro Hernandez, Chief of
Police
National City Police Department
1200 National City Blvd
National City, CA. 91950

To the CONTRACTOR:

Sanar Q. Abed, President
Anthony A. Charlton, Jr. Vice President
38 3rd Avenue Suite B
Chula Vista, CA 91910

III. TERM OF AGREEMENT, OPTIONS, AND RE-OPENERS

3.0 Duration

The duration of this Agreement shall be for three (3) years, with options for extension as set forth in Section 3.2 below.

3.1 Relevant Dates

This Agreement begins at 0001 hours on October 1, 2026, and terminates at 2400 hours on September 30, 2029.

3.2 Option to Renew

The City of National City reserves the option to renew the Agreement for up to two (2) successive one (1) year periods under the terms and conditions herein stated, beginning on the anniversary of the commencement of service, including any amendments. The renewal option is at the discretion of the City's Contract Administrator. The renewal is contingent on a mutual agreement between the City and the Contractor, with such agreement to be confirmed by the Contract Administrator within sixty (60) days prior to the expiration of the contract period. The City of National City or the Contractor may decline to confirm the renewal of the Agreement for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter informing the Contractor of the City's interest in exercising its option to renew the Agreement does not constitute an award of the option period. Any option acceptance must be confirmed by the City of National City in writing before it becomes valid.

3.3 Re-Opener Clause - Towing Program Fee

After the first twelve (12) consecutive month period of this Agreement, the City may review all tow data to determine the actual number of Police and Referral Tows in the preceding twelve-month period to determine whether the Towing Program Fee warrants adjustment. The Towing Program Fees may be adjusted up or down, as determined by the City, based upon the actual and reasonable costs incurred by the City to process and administer towing and impound services, which may include, but is not limited to, review of the number of vehicles referred to the Contractor and review of increased costs. If appropriate, the City shall consider implementing a per vehicle towing program fee to offset costs incurred by the police department in processing and administering towing services. The City may also compare and consider towing program fees charged by other law enforcement jurisdictions in San Diego County for towing services.

3.4 Re-Opener Clause - Fee Schedule

After the initial three (3) year term set forth in Sections 3.0 and 3.1, the Contractor may submit to the Chief of Police a request for an increase to the fee schedule set forth in Attachment A, seeking to adjust the fees consistent with the community standard for police towing in San Diego County. The request shall include a comparison of relevant fees in each law enforcement jurisdiction in San Diego County. City shall assist and consult with Contractor to provide Contractor with accurate data. The Chief of Police shall make appropriate comments, recommendations and submit the material for City Council consideration. The City Council, in its sole discretion, shall decide whether or not to adjust the fee schedule.

3.5 Re-Opener Clause – Administrative Review Fee

After the first twelve (12) consecutive month period of this Agreement, the City may review the number of Administrative Review hearings held within a 30-day period to determine whether an adjustment is warranted. The Administrative Review Fee may be adjusted up or down based upon data.

IV. RESPONSE TIME, EXCEPTIONS AND PENALTY ASSESSMENT

4.0 Response Time

Response time is defined as the elapsed time between the relaying of the tow service request by the Dispatch Center or a City employee to the Contractor and the arrival of the specific tow truck type requested to fulfill the tow need on scene. (For example: NCPD Dispatch phones in a request for a low-profile truck to tow an evidence hold vehicle to the underground parking lot of NCPD. The response of a non low-profile tow truck which **cannot** accommodate towing the vehicle into the underground parking lot of NCPD does not qualify as fulfilling the Response Time requirement.)

The Response Time for towing service shall not exceed twenty (20) minutes for tows inside the jurisdictional limits of City.

Due to the limited number of out-of-City jurisdiction towing service requests, response times shall be evaluated on an individual basis for towing service requests outside of the jurisdictional limits of City. Complaints or irregularities involving out-of-jurisdiction towing requests shall be managed between the Contract Administrators.

The Contractor is expected to dispatch immediately any available tow truck that will fulfill the tow need on scene upon receipt of a towing request.

The Contractor is expected to notify the National City Police Dispatch Center when the response time requirement cannot be met. The Police Dispatcher or the officer at the scene will have the discretion to cancel the tow if the response time cannot, or is not, met and re-dispatch to a secondary tow contractor, at no cost to City. "Secondary tow contractor" refers to the next tow company in rotation.

4.1 Response Time Computation

Response time is computed from the time the police dispatcher enters the request for a tow into the dispatch computer-aided dispatch ("CAD") system and the Contractor arrives on scene. The on-scene investigating officer shall notify dispatch of the tow truck arrival. The police department CAD system shall be the final resolution of any actual time dispute regarding response times. Any failure to record relevant times by the on-duty dispatcher shall not be considered in any penalty assessment.

4.2 Response Time - Penalty

Failure to arrive at the requested location within the prescribed response time may result in cancellation of the service request. The secondary tow contractor may be notified.

4.3 Response Time - Penalty Assessment

The Contractor shall pay a five-hundred-dollar (\$500.00) penalty if more than five percent (5%) of the tows in any calendar month period exceed the maximum response time requirement. This is calculated based on individual tow per any single request by the City for towing services and not average response times.

Failure to meet Response Time requirements may result in termination of this Agreement.

V. ON-CALL CONTRACTOR AND CONTRACTOR ROTATION SCHEDULE

5.0 Contractor On-Call & Rotation

The Contractor on-call rotation shall run, for two contractors, from 0001 hours on the first day of the month to midnight on the 15th day of the month for one contractor and from 0001 hours on the 15th day of the month to midnight on the last day of the month.

The Traffic Division Sergeant will do the selection for the on-call rotation at the beginning of each contract year. The Traffic Division Sergeant will select the contractor rotation by an impartial means agreeable to contractors involved. Should all contractors not meet an agreement as to means the Traffic Division Sergeant will make the selection, the means will be directed by the Chief of Police, and the Chief's decision will be final.

Any contractor selected as the first in the rotation schedule at the beginning of a contract year will begin the first day of the contract.

It is understood that the number of contractors selected divided into the number of days per month may not result in each contractor having the same number of overall tow days per year.

In the event this Agreement is extended pursuant to Section 3.2, Option to Renew, the schedule will continue to rotate as reflected.

VI. GENERAL DUTIES, REQUIREMENTS AND OBLIGATIONS

6.0 Business License

The Contractor shall at all times during the term of this Agreement retain a valid City Business License in compliance with National City Municipal Code Chapter 6.04.

Contractor businesses and storage lots located within the jurisdictional limits of the City of National City, if any, must conform to all City of National City building ordinances, zoning regulations, and land use requirements and must have the approval of the City Planning Department.

Contractor businesses and storage lots located outside the jurisdictional limits of the City of National City must conform to all city (if located within an incorporated city) or county (if located within an unincorporated county area) building ordinances, zoning regulations, and land use requirements within the jurisdiction of location.

6.1 Contractor Availability - Response to Service Requests

The Contractor shall be available to promptly respond twenty-four (24) hours a day, seven (7) days a week, including all holidays, consistent with the On-Call and Rotation Schedule, for all requests initiated by City for towing services.

Upon award of Agreement, the Contractor shall operate a dispatching system.

The tow dispatching system shall be sufficiently staffed and equipped to accept all telephone calls, without delay, twenty-four (24) hours a day, seven (7) days a week. Delay is defined as the City or the public receiving no answer after six (6) rings or busy signal to their telephone call. Contractors using paging systems are required to respond to a page within five (5) minutes of the initial page by the City.

The City does not currently have plans for adding automated tow dispatching to the existing NCPD dispatch system. Therefore, the City is not requiring any contractor to purchase equipment to be used to integrate into an automated tow dispatching system. It will be up to the Contractor to ensure they are able to meet the response time requirements of the Agreement by whatever means they deem appropriate.

Since there are no current plans to add automated tow dispatching to the existing NCPD dispatch system, there are no minimum requirements established for such a system upgrade at this time.

6.2 Contractor Towing Forfeited Vehicles

The Contractor shall tow all forfeited vehicles, as ordered by the City.

The Contractor shall not drive the forfeited vehicles except to move them within the storage facility. Use of vehicles for personal use or other use not permitted herein is strictly prohibited, and constitutes a material breach of this Agreement.

In the event it is found that a towed vehicle is subject to forfeiture, the City shall arrange for the vehicle to be picked up from the Contractor's storage facility and the Contractor shall invoice the National City Police Department for all towing and storage fees.

6.3 Contractor Availability - Vehicle Release

The Contractor shall be available to release vehicles to their owners, agents or authorized representatives, twenty-four (24) hours a day, seven (7) days a week, including all holidays.

6.4 Business Office

The Contractor shall maintain a functional business office within the location of the yard used to store police-initiated tows.

6.5 Business Office Hours

The Contractor shall adequately staff their business office in order to remain open and available to meet the public during the normal business office hours. The business office of the Contractor shall be located within the storage yard for which a towed vehicle is located and be open to serve the public and the City from 0800 to 1800 hours, Monday through Friday, except for City-observed holidays. City-observed holidays are:

New Year's Day, Martin Luther King Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday after, and Christmas Eve and Christmas Day.

6.6 Contractor's Employees

All drivers must maintain a professional appearance. Staff shall work in a neat and clean uniform. The Contractor shall furnish staff with a shirt or some other type of outerwear bearing the company name and logo. Appropriate clothing will be worn at all times, including by employees that are being trained. All employees will conduct themselves in a professional manner when interacting with the public or City employees.

Within ten (10) days of award, Contractor shall provide the National City Police Department Traffic Division Sergeant with the names of all employees that will be assigned to provide services under the Agreement. Drivers and other employees associated with the processing and removal of vehicles shall be subject to a complete background investigation, which can be satisfied by Contractor providing the NCPD Traffic Division Sergeant with the results of a criminal background check from a Live Scan fingerprinting service certified by the State of California for all applicable employees of the Contractor. Such information will be kept confidential to the maximum extent allowed by law, and Contractor agrees to cooperate and provide additional information requested. In the event that the findings of the

background check indicate that the Contractor's employee(s) criminal history or practice of doing business will endanger the public health, safety, or morals of the community, City may prohibit Contractor's use of the affected employee(s) from providing services under this Agreement. If a sufficient number of Contractor's employees are disqualified, City may elect to terminate this Agreement. Potentially disqualifying factors include, but are not limited to: misdemeanor or felony conviction in the past five (5) years involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving under the influence of drugs or alcohol, misdemeanor driving under the influence of drugs or alcohol, a crime of moral turpitude, or a crime involving the bidding, award or performance of a government contract. Additionally, evidence that an owner or manager of Contractor is operating any illegal business, or has an ownership interest in any illegal business, will be considered a disqualifying factor.

The Contractor will notify, within ten (10) days, National City Police Department Traffic Division Sergeant whenever an employee is terminated or a new employee is hired that is assigned to perform duties under the Agreement or may have access to vehicles impounded pursuant to police request.

The Contractor shall ensure that all tow truck drivers responding to calls initiated by the City are properly licensed, qualified and competent employees. The Contractor shall ensure all tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of ALL vehicles. All tow truck drivers shall possess the proper class license and certificates for towing vehicles, along with a Class 'A' endorsement to allow operation of special vehicle configurations and/or special cargos.

The Contractor's employees shall be qualified to perform all work undertaken by or assigned to them. In the event a driver or the equipment is inadequate and the Contractor is unable to service the request, a charge for service or labor will not be permitted.

The Contractor shall have all tow truck drivers involved with NCPD's rotation tow operations participate in a controlled substance and alcohol testing ("CSAT") program.

1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.

2) Those drivers that are not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program substantially similar to the requirements as outlined in Section 1) above.

3) The Contractor shall ensure selection pools for commercially and non-commercially licensed drivers are maintained separately. The Contractor shall provide proof records of their CSAT programs to NCPD.

4) A driver possessing a non-commercial driver's license who tests positive but subsequently returns with a negative test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

6.7 Signs

In compliance with California Civil Code Section 3070(d)(2)(E), Contractor shall display inside the business office, in plain view at the cashier's station, a sign. Said sign shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height, disclosing all storage fees and charges in force, including the maximum daily storage rate. Posting of the City-approved fee schedule (Attachment A) in the appropriate size and lettering complies with California Civil Code Section 3070(d)(2)(E).

Additionally, the Contractor is required by California Vehicle Code Section 22850.3(b) to display in a conspicuous place a notice to the effect that a vehicle impounded at the direction of the Police Department may only be released upon proof of current registration. Said notice must include the name and telephone number of the local police agency that caused the vehicles to be stored.

6.8 Method of Payment - Towing or Storage Charges (22651.1 CVC)

Contractor shall comply with California Vehicle Code Section 22651.1 in providing services under this Agreement. At a minimum, the Contractor 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. Pursuant to California Civil Code Section 1748.1, Contractor shall not impose a surcharge on a cardholder who elects to use a credit card in lieu of cash for payment of any fees pursuant to this Agreement. In addition, Contractor shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

6.9 Storage of Vehicles; City, Seized

The Contractor shall immediately provide written notice to the National City Police Department Traffic Unit whenever a City vehicle or seized vehicle is stored in excess of forty-eight (48) hours. Failure to provide the required written notification to the City may result in forfeiture of Contractor's right to storage fees.

The Contractor shall provide invoices to the National City Police Department Operations Assistant for the towing of each City-owned and each seized vehicle. The invoices shall include the description of the vehicle, the date, time, origin, and disposition of the towed vehicle, name and identification number of City employee authorizing the tow and/or storage, the mileage starting and finishing at destination, and an itemized cost of services provided (mileage, number of storage days) commensurate with the attached rate schedule. Invoices shall be delivered to the National City Police Department Operations Assistant no later than the fifteenth (15th) of the month following services rendered. The City shall make payment for services rendered on a monthly basis from the month previous.

6.10 Removal from Private Property

Contractor shall comply with California Vehicle Code Section 22658 for tows from private property, including the limits on charges set forth in subsection (h) of that section. Consistent with sub-section (i) (2), if a vehicle is released within 24 hours from the time the vehicle is brought into the storage facility, regardless of the calendar date, the storage charge shall be for only one day. Not more than one day's storage charge may be

required for any vehicle released the same day that it is stored.

6.11 Notice to City - Private Property Impounds

In addition to the requirements set forth in California Vehicle Code Section 22658, the Contractor agrees to notify the National City Police Department of all vehicle impounds from private property within the jurisdictional limits of City that result in storage of the vehicle. Notice shall include, but not be limited to, a complete description of the vehicle, including the vehicle identification number, location of impound and name of property owner or agent who authorized the impound. Notice shall occur within one hour of taking possession of the vehicle. Generally, private property impounds are considered On-Demand Tows.

6.12 Gratuities (12110 CVC)

Contractor shall comply with California Vehicle Code Section 12110 in providing services under this Agreement. The Contractor or Contractor's employees shall not offer or provide City, and no City employee shall accept, any direct or indirect commission, reduced fee, gift, recreation, favors, seasonal gratuity, or any compensation whatsoever from the Contractor. No City employee shall offer or provide the Contractor with any gift, recreation, favor, seasonal gratuity, or any compensation whatsoever. No City employee is permitted to purchase a lien sold vehicle from the Contractor that resulted from a police initiated tow or referral tow. City employees shall not purchase any vehicle or vehicle part from the Contractor for a reduced fee or a fee below the prevailing rate as determined by industry standards. The intent of this section is to avoid the mere appearance of impropriety involving the contractual relationship.

The Contractor, or the Contractor's employees, are prohibited from accepting any money or anything of value from a repair shop for delivery or the arranging of a delivery of a vehicle for the purpose of storage or repair. Nothing in this section is intended to preclude the Contractor from charging a repair shop appropriate towing fees pursuant to the fee schedule (Attachment A).

No benefit provided to City by the Contractor, or benefit provided to the Contractor by the City, as defined in the terms and conditions of this Agreement, that resulted from the process of negotiations, shall be considered a gift or gratuity within the meaning of this section.

6.13 Tow Truck Driver - On-Scene Duties

Upon arriving on-scene of a police-initiated tow, the Contractor's employee shall report to the investigating peace officer in charge. The officer-in-charge shall make every reasonable effort to inform the Contractor's employee of any unusual circumstance or hazardous condition reasonably known to the officer. The Contractor's employee shall make every reasonable effort to inform the officer-in-charge of any unusual circumstance or hazardous condition undetected by the officer-in-charge. The officer-in-charge may request additional towing services from the Contractor's employee and the officer-in-charge shall have the authority to waive the Response Time requirements for additional services based on the on-scene needs. The Contractor's employee shall make every

reasonable effort to comply with instructions or directions provided by the officer-in-charge. The Contractor's employee may make any emergency alterations reasonably required to safely move and/or impound vehicles.

The Contractor shall be responsible for removing and appropriately disposing of collision related debris from the public right-of-way to ensure public safety. The Contractor shall also remove or render inert any liquid debris that may reasonably be considered a safety hazard to the public-right-of-way. If the removal of any type of debris or hazardous material is beyond the capability of the Contractor, the Contractor's employee shall inform the officer-in-charge so accommodations can be made.

6.14 Access to Stored Vehicles

During regular business hours, the Contractor shall make vehicles stored at the request of the City available to that vehicle's registered owner, a person who can be verified to be the registered owner's agent, insurance agents, insurance adjusters, or representatives of automotive repair businesses for the purpose of estimating or appraising damages.

6.15 Access to Stored Vehicles – Removal of Private Property

Pursuant to California Vehicle Code Section 22851(b), no lien shall attach to any personal property in or on the vehicle. The personal property in or on the vehicle shall be given to the current registered owner or the owner's authorized agent upon demand. The lien holder shall not be responsible for personal property after any vehicle has been disposed of pursuant to Division 11, Chapter 10 of the California Vehicle Code.

Pursuant to California Civil Code Section 3068.1, the lien is deemed to arise on the date of possession of the vehicle. Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun.

6.16 Access to Evidentiary Vehicles

Vehicles impounded by the City for investigative purposes pursuant to California Vehicle Code Sections 22655 or 22655.5 shall be held in maximally secured, nonpublic areas of the Contractor's property, until the vehicle is released by order of the City or in conformance with Article 8 of this Agreement.

No person other than a police officer, reserve police officer, field evidence technician, property & evidence unit employee or crime scene specialist employed by the City shall remove any property or other contents from evidentiary vehicles. Property removed from such vehicles shall be recorded as removed on the content inventory and the content inventory dated and signed by the police officer, reserve police officer, field evidence technician, property & evidence unit employee or crime scene specialist removing the property and by a representative of the Contractor.

6.17 Invoices

All invoices for towing and impounds pursuant to this Agreement shall clearly and individually itemize each and every specific charge or fee type. Daily storage fees shall be itemized on a per day basis, for example: 10 days storage at \$__ per day. All itemized City fees of all types shall be documented on the invoice. The customer shall be provided

no less than one copy of the invoice, after all fees have been paid and the invoice marked "Paid."

6.18 Vehicle Impound Control Form (PD Form 250)

A Vehicle Impound Control Card (PD Form 250) shall be completed when a police hold is placed on a towed vehicle. The impounding officer shall obtain a case number and enter the case number on the control card before giving the tow truck driver a copy of the control card.

The Contractor shall not be liable for uncollected City Administrative Review Fees when the Vehicle Impound Control Card (PD Form 250) is not properly completed by the impounding officer. The PD Form 250 shall contain the lawful authority to impound pursuant to the California Vehicle Code. However, the impounding officer may elect to use the words "Admin Fee Applies" listed in the OTHER section of the form.

6.19 Proceeds from Lien Sale

In conformance with California Civil Code Section 3073 and California Vehicle Code Section 22850.5, the proceeds from the lien sale of any vehicle impounded pursuant to the Negligent Vehicle Impound Release (NVIR) program or the Administrative Review Fee shall be distributed in the following order:

1. Any and all costs necessary to discharge the lien, including but not limited to impound and storage fees, and the costs of processing the vehicle for lien sale shall be paid to the lien holder (Contractor).
2. Any and all City administrative fees, including individual fees or any partial fees associated with the Administrative Review and/or NVIR programs, shall be paid to the City. Any partial fees recovered by the City, resulting from the lien sale, shall first be attributed to the Administrative Review program.
3. The balance, if any, shall be forwarded to the California Department of Motor Vehicles for deposit in the Motor Vehicle Account in the State Transportation Fund.

VII. FEES

7.0 Fee Schedule

Attachment A to this Agreement provides a complete schedule of all charges and fees the Contractor will be authorized to collect from consumers for towing, impound, and storage services rendered on behalf of City. The Attachment A rate schedule shall remain in place unless and until amended by the City Council of the City of National City, pursuant to section 3.5 Re-Opener - Fee Schedule, of this Agreement.

The schedule of rates charged by the operator shall be available in the tow truck, and shall be presented upon demand to person(s) for whom the tow services were provided, or his/her agent, or any representative of the City at the scene.

7.1 Secondary Tow Fees

Secondary towing fees are the responsibility of the vehicle owner, operator or agent. If it

is determined that the City is liable for the secondary tow fees, the Contractor shall charge the City 50% of the Basic Tow Fee for Secondary Tows, if applicable.

No storage fees shall accrue while the subject vehicle is in the actual possession of the National City Police Department. Police personnel shall not release a vehicle from the National City Police Department until all the Contractor fees have been paid to the Contractor by the vehicle owner, operator or agent. In the event a vehicle is released from the police department and the Contractor fees were not paid, the City shall be liable for the full fee.

7.2 City Vehicle Tow Fees

The Contractor agrees not to charge the City a fee for the towing of marked or unmarked City police vehicles within the jurisdictional limits of National City.

The Contractor shall provide the City five (5) free tows per quarter and then charge 25% of the Basic Tow Fee for the towing of all other City vehicles (non-police vehicles) within the jurisdictional limits of National City.

Fees for all City vehicle tows, including police vehicles, which occur outside the jurisdictional limits of National City shall be resolved between the Contract Administrators, but shall not exceed 25% of the Basic Tow Fee.

7.3 Fees - Police Department Errors and Omissions

When any vehicle has been directed by the City to be towed and it is established that the tow was in error through a mistake of fact, Contractor shall release the vehicle to its owner, operator or agent at no cost. The Contractor shall bill the City at no more than 50% of the basic tow fee.

If an error by the City results in a vehicle being stored longer than it can reasonably be established that it should have been, the Contractor shall release the vehicle and bill the owner, operator or agent only those storage charges that would have accrued if no error had occurred. The Contractor shall bill the City storage fees at no more than \$2.50 per day for every day beyond the owner, operator or agent's responsibility.

If the error in towing or storage is discovered after the vehicle owner, operator or agent recovers the vehicle and all fees have been paid to the Contractor, the owner, operator, or agent may be referred to the City Clerk, City of National City to file a claim for damages against City.

7.4 Towing Program Fee

The total annual Towing Program Fee due to the City shall be one hundred fifty thousand three hundred twenty-eight dollars (\$150,328), divided equally amongst the tow operators awarded contracts, and paid quarterly. The Contractor shall make quarterly Towing Program Fee payments to the City for the right to provide towing and storage service to the City. The minimum Towing Program Fee payment amount per the Contractor, when two contractors have been awarded, shall be thirty-seven thousand five hundred eighty-two dollars (\$37,582) per quarter. The Towing Program Fee shall be payable for a period of

three (3) years subject to adjustments as defined in Section 3.3 - Re-Opener Clause – Towing Program Fee. The Towing Program fee shall continue in the above-described manner in the event of Agreement extension renewal.

7.5 Towing Program Fee - Due Date

The Towing Program Fee payment shall be due and payable no later than the fifteenth (15th) day of the calendar month following the end of each quarter, pursuant to the following schedule:

First Contract Year: Quarter End Dates

1st Quarter – January 15, 2027

2nd Quarter – April 15, 2027

3rd Quarter – July 15, 2027

4th Quarter – October 15, 2027

Second Contract Year: Quarter End Dates

1st Quarter – January 15, 2028

2nd Quarter – April 15, 2028

3rd Quarter – July 15, 2028

4th Quarter – October 15, 2028

Third Contract Year: Quarter End Dates

1st Quarter – January 15, 2029

2nd Quarter – April 15, 2029

3rd Quarter – July 15, 2029

4th Quarter – October 15, 2029

7.6 Towing Program Fee - Late Fee

Any amount owed to the City more than fifteen (15) calendar days beyond the due date shall be considered delinquent and will be in breach of contract. Failure to pay any amount owed to the City may result in the Contractor being suspended from the Agreement until such amount is paid. Interest will be charged on unpaid amounts at an annual rate equal to twelve percent (12%) per annum, or at the maximum rate permitted by applicable law, whichever is lower. Partial payments will not be accepted.

7.7 Towing Program Fee - Payments

The Towing Program Fee is payable by electronic transfer (ACH) deposit to the “City of National City Finance Department.” ACH payments shall be directed as follows:

Finance Department

National City Police Department
1243 National City Blvd National
City, CA 91950

Copies of all ACH deposits shall also be sent to the Traffic Office Coordinator at the National City Police Department via email to VCastro@nationalcityca.gov. Upon receipt and no later than five (5) days from receipt, the Traffic Office Coordinator shall record and account for the Towing Program Fee payment consistent with the terms of this Agreement.

7.8 Negligent Vehicle Impound Release (NVIR) Fee

The Negligent Vehicle Impound Release Fee shall be an amount established by City. Said fee is one hundred twenty-four (\$124) dollars. The NVIR fee is recognized as a necessary and effective method of generating those revenues necessary to offset program costs, services and facilities. The NVIR fee applies only to vehicles released by the Contractor for violating certain sections of the California Vehicle Code (CVC) and/or the National City Municipal Code (NCMC). See Attachment B for a list of applicable sections.

7.9 NVIR Fee - Collection

The Contractor shall collect the NVIR fee of one hundred twenty-four (\$124) dollars per vehicle upon the release of any vehicle impounded pursuant to the above listed California Vehicle Code sections. Contractor shall remit the collected fees via ACH deposit to the City pursuant to the below listed payment schedule. The collected NVIR fees shall be properly identified and itemized.

7.10 NVIR Fee - Payment Due Date

The Towing Program Fee is payable by electronic transfer (ACH) deposit to the “City of National City Finance Department.” ACH payments shall be directed as follows:

Finance Department
National City Police Department
1243 National City Blvd National
City, CA 91950

The NVIR fees collected by the Contractor shall be due and payable to the City via electronic transfer (ACH) deposit no later than the fifth (5th) day of each month and the twentieth (20th) day of each month.

Payments due on the fifth (5th) day of each month shall include and account for all vehicles released by the Contractor between the sixteenth (16th) day of the month, and the last day of the month, inclusive.

Payments due on the twentieth (20th) day of the month shall include and account for all vehicles released by the Contractor between the first (1st) day of the month and the fifteenth (15th) day of the month, inclusive.

7.11 NVIR Fee - Payments

The NVIR Fee is payable via electronic deposit (ACH) to “City of National City Finance

Department.” Copies of all ACH deposits shall be forwarded to:

Traffic Office Coordinator (VCastro@nationalcityca.gov)
National City Police Department
1200 National City Blvd National
City, CA 91950

Upon receipt and no later than five (5) days from receipt, the Traffic Office Coordinator shall record and account for the NVIR Fee payment, consistent with the terms of this Agreement.

7.12 NVIR Fee Payment - Late Fee

Any amount owed to the City more than fifteen (15) calendar days beyond the due date shall be considered delinquent and will be in breach of contract. Failure to pay any amount owed to the City may result in the Contractor being suspended from the Agreement until such amount is paid. Interest will be charged on unpaid amounts at the maximum rate permitted by law. Partial payments will not be accepted.

7.13 Administrative Review Fee

The Administrative Review fee shall be an amount established by the City. Said fee is one hundred fifty (\$150) dollars. The Administrative Review fee is recognized as a necessary and effective method of generating revenues necessary to offset program costs, services and facilities. Vehicles impounded by the City, pursuant to California Vehicle Code 12500(a) and 14601.1, shall be released by the City upon expiration of a thirty (30) day hold and shall only be released by the City upon a showing of proof that the owner, operator or agent has a valid driver's license.

The Contractor shall collect Administrative Review fees prior to the actual release of the vehicle. The Contractor shall remit the collected fees to the City pursuant to the below listed payment schedule. The Administrative Review fees shall be properly identified and itemized. The Administrative Review fee applies only to vehicles impounded pursuant to certain California Vehicle Code Sections. (See Attachment C for a list of applicable sections.)

7.14 Administrative Review Fees - Due Date

The fees collected by the Contractor shall be due and payable to the City via electronic transfer (ACH) deposit no later than the fifth (5th) day of each month and the twentieth (20th) day of each month.

Payments due on the fifth (5th) day of each month shall include and account for all vehicles released by the Contractor between the sixteenth (16th) day of the month, and the last day of the month, inclusive.

Payments due on the twentieth (20th) day of the month shall include and account for all vehicles released by Contractor between the first (1st) day of the month and the fifteenth (15th) day of the month, inclusive.

7.15 Administrative Review Fee -Payment

The Administrative Review fee is payable via electronic deposit (ACH) to “City of National City Finance Department.” Copies of all ACH deposits shall be forwarded to:

Traffic Office Coordinator (VCastro@nationalcityca.gov)
National City Police Department
1200 National City Blvd National
City, CA 91950

Upon receipt, and no later than five (5) days from receipt, the Traffic Office Coordinator shall record and account for the Administrative Review fees consistent with the terms of this Agreement. The Administrative Review fee of one-hundred fifty (\$150) dollars per vehicle shall be divided and deposited with the City Finance Department as directed by the Finance Department.

7.16 Administrative Review Late Fee

Any amount owed to the City more than fifteen (15) calendar days beyond the due date shall be considered delinquent and will be in breach of contract. Failure to pay any amount owed to the City may result in the Contractor being suspended from the Agreement until such amount is paid. Interest will be charged on unpaid amounts at an annual rate equal to twelve percent (12%) per annum, or at the maximum rate permitted by applicable law, whichever is lower. Partial payments will not be accepted.

VIII. VEHICLE RELEASE

8.0 General Rule - Vehicle Release

As a general rule, the Contractor shall be responsible for the release of all vehicles in the Contractor’s possession as a result of police initiated or referral tows.

8.1 Exceptions to General Rule

Vehicles impounded pursuant to the following California Vehicle Code Sections shall not be released by the Contractor. The Contractor shall refer the vehicle owner, operator or agent to the police department to obtain a release:

1. 14602.6 – Suspended Driver’s License
2. 22651 (i) - Five or more Parking Citations
3. 22655 - Hit & Run Investigation
4. 22655.5 - Evidentiary Reasons
5. And as otherwise required by the California Vehicle Code

8.2 Hit & Run Investigation - Mandatory Release 22655(b) CVC

Any vehicle impounded for hit & run investigation (California Vehicle Code Sections 20002 thru 20006), pursuant to the authority of California Vehicle Code Section 22655, shall be released within 48 hours after removal from highway or private property. When determining the 48-hour period, weekends, and holidays shall not be included. Any vehicle

not released by the City within the maximum 48-hour period, shall be released by the Contractor upon demand of the vehicle owner, operator or agent upon the expiration of the 48-hour period, regardless of the City hold status.

8.3 Questions, Problems, or Controversy Associated with Vehicle Release

In the event the Contractor experiences problems, questions or controversy associated with a customer demanding the release of a police initiated or referral tow, the Contractor shall notify the police department. Additionally, if the Contractor discovers a questionable DMV document, an officer shall be dispatched to resolve the problem.

8.4 Expert Training - DMV Document Identification

During the term of this Agreement and at the Contractor's request, the City may provide the Contractor, the Contractor's employees, and new employees with training in the identification and recognition of all relevant California Department of Motor Vehicles documents including, but not limited to, California Driver Licenses and California Vehicle Registration documents. A recognized expert employed by the California Department of Motor Vehicles shall conduct training. Training shall include, but not be limited to, recognition and identification of counterfeit, altered, or forged California Driver's License and California Registration and Title Certificates. The Contract Administrators shall coordinate date, time and location of training.

IX. MINIMUM TRUCK EQUIPMENT AND STORAGE LOT REQUIREMENTS

At all times during the term of this Agreement, the Contractor shall meet the following minimum tow truck equipment requirements and storage lot requirements:

9.0 Minimum Tow Truck Requirements

During the term of this Agreement, the Contractor shall have available no less than three (3) tow rigs of at least one-ton capacity. Each tow rig shall have dual rear wheels. Each vehicle used for towing police impounds shall have a manufacturer's gross vehicle weight rating (GVWR) of not less than 14,500 pounds. During the term of this Agreement, the Contractor shall have a tow rig capable of towing large, oversize vehicles, including Class B (minimum 26,001 GVWR), Class C (minimum 48,000 GVWR), and Class D (minimum 52,000 GVWR). During the term of this Agreement, the Contractor shall have a truck with Landoll type trailers acceptable for Class C and Class D towing.

In addition, during the term of this Agreement, the Contractor shall have available one (1) tow rig, commonly known as a "Sub-Garage Tow Vehicle," capable of entering and removing impounded vehicles from the underground parking garage of the National City Police Department. The sub-garage tow vehicle is a limited use vehicle and does not require dual wheels or a GVWR of 14,500 pounds. The Contractor shall have a vehicle capable of towing/recovery from off road areas.

9.1 Minimum Tow Truck Equipment Requirements

Each tow truck responding to requests for police initiated towing and impound services shall be equipped with radio communications equipment capable of effecting two-way radio communications between the tow truck operator and Contractor's dispatching

operation. Citizen Band radios shall not be used to meet this requirement.

Each tow truck shall have a maximum 8,000-pound capacity winch that is power driven by power takeoff from transmission, in both directions, and equipped with safety dogs or an adequate braking system. Winches must be fitted with a minimum of 100 feet of cable for recovery tasks. Roll back car carriers must be fitted with a minimum of fifty (50) feet of cable. All cable (wire rope) must be maintained in good condition. Only wire rope with swaged ends, wedge locks or braided ends, with metal sleeves in the loops shall be approved for use under the terms of this Agreement. Consistent with the California Code of Regulations, Title 13, Section 1305(b), wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusted, kinked, badly worn, when there are twelve (12) or more wires broken in lay length, or where there is other visible evidence of loss of strength.

The Contractor shall maintain dollies for use by in-service tow trucks providing police towing services to the City. Each tow truck, with the exception of slide back carriers, shall carry its own set of dollies.

Each tow truck shall be equipped with no less than two (2) safety chains. No less than two (2) safety chains shall be used for each vehicle being towed. Each safety chain shall be rated at no less than the rating specified by the original equipment manufacturer (OEM). The safety chains shall be securely affixed to the bed frame or wrecker boom, independent of the towing sling, bar, hitch, wheel lift, or under lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two (2) chains or two (2) straps. All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit. Vehicles being transported on slide back carriers shall be secured by four (4) tie down chains or straps, independent of the winch or loading cable.

In addition to the requirements set forth in California Vehicle Code Section 27700, the City requires the Contractor to equip each tow truck with red flares, lanterns or reflectors, hand tools (screw drivers, pliers, ratchet and sockets, crescent wrenches, metric and standard lug wrenches), bolt cutters, six foot crowbar, rope, broom, shovel, dustpan, fire extinguisher (dry chemical or carbon dioxide type), utility flood lamps, portable red taillights and stoplights for towed vehicles, equipment for opening locked vehicles, safety snubber chains, and a trash can with absorbent material.

Each tow truck shall be equipped with disposable (one time use) latex or rubber gloves for use by the Contractor's employees to prevent contamination or contact with potential blood borne pathogens. The decision to use said equipment rests solely with the Contractor.

9.2 Tow Truck Identification

Each tow truck responding to police initiated towing and impound services shall, on both sides of the vehicle, conspicuously bear the Contractor's company name, local address, and local phone number(s) in lettering that complies with California Vehicle Code Section 27907.

9.3 Tow Truck Lighting Equipment

Each tow truck responding to police initiated towing and impound services shall be equipped with lighting systems as required by California Vehicle Code Sections 24605, 24606 and 25253. Additionally, tow trucks shall be equipped with utility lamp lighting systems than comply with California Vehicle Code Section 25110.

9.4 California Highway Patrol Inspection Certification

During each year of this Agreement, the Contractor shall obtain and retain an annual California Highway Patrol (“CHP”) tow truck safety inspection certification. The Contractor shall annually be able to show proof that every vehicle in each category required for service under this Agreement providing services to the City has passed a CHP tow truck safety inspection. Tow trucks not passing inspections or meeting the requirements of this section shall immediately be removed from rotation. The tow truck may return to rotation once the truck has successfully passed a re-inspection by the original inspecting agency.

Nothing in this section is intended to prevent, or preclude the National City Police Department from performing periodic unscheduled inspections to ensure compliance with the requirements of the California Vehicle Code and this Agreement.

9.5 Tow Truck Maintenance

Each tow truck responding to police initiated towing and impound services shall be well maintained and reasonably clean on the exterior and interior and should reflect the clean, professional image of the City of National City.

9.6 Storage Lot, Minimum Requirements

There shall be a minimum of one (1) vehicle storage yard within a ten (10) mile radius from City Hall, 1243 National City Boulevard, National City, with adequate storage capabilities for all vehicles retrieved from the City and requiring storage. The Contractor shall identify the exact location and size of any storage yards to be used pursuant to this Agreement.

The storage yard shall be a minimum of 10,000 sq. ft. and have space necessary to accommodate all Police Department tows and comply with all applicable Building Codes and zoning regulations (including but not limited to: Fire, Sign, Zoning, and Building Codes). There shall also be the following:

1. Be completely enclosed by an 8-foot solid high fence with a lockable gate. Construction of the fence and gates must be of sufficient construction to prevent entry into the storage area of unauthorized persons or vehicles.
2. Alarms and intrusion sensors that provide immediate notification capabilities at all times or similar devices or security measures.
3. Sufficient lighting to detect unauthorized entrance at night.
4. The storage yard shall be served by drainage facilities adequate to prevent

the accumulation of standing water. The vehicle storage area must remain free of mud, pools of standing water, debris, or other elements that would be harmful to the stored vehicle, vehicle contents, or to persons viewing, inspecting or recovering the vehicles. The vehicle storage area, including all driveways and access roads, shall be surfaced in a manner so as to prevent the listed conditions. An acceptable surface includes concrete, asphalt, asphaltic concrete, or decomposed granite with oil.

5. All areas open to vehicular traffic shall be paved with cement, asphalt surfacing or oil and aggregate mixture.

6. The entire site is to be continuously maintained to prevent accumulation of trash, combustible waste, and hazardous debris.

7. The storage yard must be a reasonable distance from public transportation.

8. Stored vehicles shall be arranged to provide reasonable and immediate inspection at any time by the City's agents.

The Contractor shall provide service to the public twenty-four (24) hours a day, seven (7) days a week so that an owner may pay towing and storage fees at the storage yard where their vehicle is stored and obtain its release.

The Contractor is responsible for the reasonable care, custody, security, and control of any property contained in towed or stored vehicles. All items removed from a vehicle or left stored within the vehicle shall be released to the owner or agent of the impounded vehicle upon demand during normal business hours unless the vehicle is under law enforcement hold.

Vehicles may not be taken off-site of the storage yard without the City's permission.

9.7 Minimum Lighting Requirements - Storage Lot

There must be adequate lighting, and all yard and office construction must comply with applicable building codes, fire codes, and zoning regulations. The minimum lighting requirements per ten thousand (10,000) square feet are in effect unless zoning or other local regulations dictate increased or diminished lighting requirements:

1. Four (4) 300-Watt incandescent medium-wide flood lights, or
2. Three (3) 300-Watt quartz halogen lights, or
3. Two (2) 100-Watt high-pressure sodium lights.

9.8 Vehicle Examination Area

The Contractor will set aside an area of sufficient size to place a standard sized passenger sedan and have a minimum of forty-eight (48") inches from each side, the front, and rear of the vehicle for the purpose of inspecting the vehicle. This examination area must be flat, level, and paved with concrete, asphalt or asphaltic-concrete, or other suitable all-weather surfaces.

9.9 Secure Area - Evidentiary Vehicles

Vehicles impounded by the City for investigative purposes shall be held in a maximally secured, non-public area of the Contractor's property until released by the City. The Contractor shall ensure, by the use of various security devices and measures, including but not limited to walls, fences, containers, buildings or the like, that no unauthorized person, whether intentionally or accidentally can come into physical contact with evidentiary vehicles. Located within the storage yard, the Contractor shall set aside a secure area, sufficient in size to hold four (4) vehicles, with sufficient room to walk around, open doors, and examine each separate vehicle.

9.10 Special Operations

During the Agreement term, it is anticipated that numerous special police operations may be conducted that require the towing of vehicles. An example of this type of operation is a Sobriety/Driver's License checkpoint. The Police Department will attempt to equally distribute these special operations between the contractors. However, many of these operations have special date or period requirements beyond the control of the Police Department. Due to these special requirements, a contractor may obtain more operations than the other contractor(s). The Contractor agrees to this potentially inequitable distribution of special operations as a City contractor.

X. INSURANCE REQUIREMENTS

10.0 Minimum Insurance Requirements

All required insurance shall be submitted to the City prior to the granting of the provisional award. Failure to provide the insurance certificates as previously set out shall cause the bid to be rejected as non-responsive. The Contractor shall maintain insurance in full force and effect during the entire period of performance under this Agreement. Failure to do so shall be cause for immediate termination of the Agreement.

All policies must have a thirty (30) day cancellation clause, giving the City thirty (30) days prior written notice in the event a policy is cancelled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage, depending upon assessment of the risk, the Contractor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance shall be written with only insurers authorized to conduct business in California which hold a current policy holder's alphabetic and financial size category rating of not less than A: VII according to the current Best's Key Rating Guide, or a company of equal financial stability that the City's Risk Manager approves. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

All policies must be endorsed to provide that the insurance afforded by the Contractor is primary to any insurance or self-insurance maintained by the City and its elected officials, officers, employees, agents, and representatives as respects operations of the Named

Insured. Any insurance or self-insurance maintained by City and its elected officials, officers, employees, agents, and representatives shall be in excess of the Contractor's insurance and shall not contribute to it.

The following coverage is required:

Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location." The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

Automobile Liability for a minimum of two million dollars combined single limit (\$2,000,000.00 CSL) per person and four million dollars (\$4,000,000.00) per accident. The City of National City must be named as an additional insured on the certificate.

Garage Keepers for a minimum of one million dollars each occurrence (\$1,000,000.00 EO).

On Hook/Cargo in amounts not less than fifty thousand dollars (\$50,000.00) / twenty thousand dollars (\$20,000.00) / one hundred thousand dollars (\$100,000.00), the maximum deductible shall be no more than two thousand five hundred dollars (\$2,500.00).

Workers' compensation insurance in an amount sufficient to meet statutory requirements covering all of the Contractor's employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

The City does not require a performance bond.

If required insurance coverage is provided on a 'claims made' rather than 'occurrence' form, the contractor shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of the Agreement. In addition, the "retro" date must be on or before the date of this Agreement

Any aggregate insurance limits must apply solely to the Agreement.

The Certificate Holder for all policies of insurance required by this Agreement shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

If the Contractor maintains broader coverage or higher limits (or both) than the minimum limits shown above, the City shall be entitled to the broader coverage or higher limits (or both) maintained by the Contractor. Any available insurance proceeds in excess of the

specified minimum limits of insurance and coverage shall be available to the City.

This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with, and approved by the City's Risk Manager.

XI. CONSTRUCTION OF AGREEMENT

The parties acknowledge and agree that (1) each party is of equal bargaining strength; (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement; (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement; (4) each party and such party's counsel and advisors have reviewed this Agreement; (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice; and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any attachments, or any amendments hereto.

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

CITY OF NATIONAL CITY

TONY'S AUTO CENTER INC.

By: _____
Ron Morrison, Mayor

By: _____
Sanar Q. Abed, President

APPROVED AS TO FORM:

By: _____
Anthony A. Charlton Jr, Vice
President

Heidi Skinner, City
Attorney

ATTACHMENT A TOWING FEE SCHEDULE

SERVICE	FEE
BASIC TOWING Includes first hour hookup, labor, standby time, for vehicles under 9,500 GVW (unloaded).	\$200
MEDIUM SIZE - BASIC TOWING Includes first hour hookup, labor, standby time, for vehicles over 9,500 GVW but less than 22,000 GVW (unloaded).	\$220
LARGE SIZE - BASIC TOWING Includes first hour hookup, labor, standby time, for vehicles over 22,000 GVW (Unloaded).	\$240
ON-SCENE OR STAND-BY Labor = Each 15-minute increment, beyond first hour is charged only when extra ordinary labor must be expended to recover a vehicle. Stand-by is charged when the job cannot be started and must be explained on the tow bill.	\$40
DOLLIES Will only be used when there is not a less expensive, safe manner of handling the situation.	\$55
DRY RUN May also be known as a “hook-up – drop fee” and is charged when the vehicle is hooked up and the owner returns before the vehicle is in transit.	\$0
PER MILE TOWING Applies only to vehicles recovered outside the jurisdiction of the City of National City.	\$5
MAXIMUM STORAGE - PER DAY Per day is defined as a 24-hour period.	\$50
STORAGE PER HOUR Up to maximum of \$50.00 per day.	\$5
AFTER HOURS VEHICLE RELEASE After 6 p.m. and before 8 a.m., including weekends and all holidays.	\$70
NOTIFICATION OF LIEN SALE Vehicle valued at less than \$4,000 (22851.12 CVC).	\$70

• NOTIFICATION OF LIEN SALE Vehicle valued at over \$4,000. (22851.12 CVC).	\$100
• POLICE EQUIPMENT TOWING Inside jurisdictional limits of National City.	No Charge
• CITY EQUIPMENT TOWING Five (5) free tows per quarter, then 25% of the basic towing fee, includes all City vehicles. Also includes police vehicles towed from outside jurisdictional limits of National City.	25% Basic Towing Fee
• EVIDENTIARY TOWING AND STORAGE Daily storage fees for City/vehicles, seized vehicles, and vehicles for basic evidentiary purposes (for the first 6 months). No additional charges after 6 months	25% of daily Storage fee 25% of Basic Towing Fee
• TOWING OF VICTIMS VEHICLES	\$60.00
CITY ADMINISTRATIVE	FEES
• NEGLIGENT VEHICLE IMPOUND RELEASE	\$124.00
• SERIOUS TRAFFIC OFFENDER PROGRAM	\$150.00

ATTACHMENT B

Pursuant to Section 7.9 of this Agreement, the Negligent Vehicle Impound Release Fee shall apply to vehicles impounded pursuant to the following California Vehicle Code sections and/or National City Municipal Code sections. One or more the listed sections must be included on the impounding documents.

California Vehicle Code

22500 et seq.	Prohibited Stopping, Standing, or Parking
22500.1	Prohibited Stopping, Standing, or Parking: Fire Lane
22651 (a)	Unattended on Bridge
22651 (b)	Hazard to flow of traffic
22651 (d)	Blocking a driveway
22651 (e)	Blocking fire hydrant access
22651 (h)	Operator taken into custody - not practical to park or lock
22651 (i)	Unpaid parking citations
22651 (j)	Illegally parked and no evidence of registration displayed
22651 (k)	Parking over 72 hours
22651 (l)	Temporary tow away signs for street repair
22651 (m)	Highway authorization for other use, with 24-hour notice
22651 (n)	No parking tow away signs posted
22651 (o) (1)	Expired registration in excess of six months
22651 (p)	Unlicensed or suspended/ revoked license in violation of 12500, 14601, 14601.1, 14601.2, 14601.3, 14601.4, 14601.5, or 14604.
22651 (r)	Illegally parked, blocking a legally parked vehicle
22652	Illegally parked in designated handicapped parking space
22653 (c)	Removal from private property, at request of property owner, when operator is taken into custody
22655 (a)	Hit & Run suspect vehicle
22656	Illegally parked or abandoned within 7-1/2 feet of nearest railroad rail
22669 et seq.	Removal of Abandoned Vehicles as determined pursuant to section 22523 CVC

National City Municipal Code

- 11.32.060** Illegally parked - 72 hour violation - vehicle removal
- 11.32.070** Illegally parked - Restricted hours - vehicle removal
- 11.32.160** Illegally parked - Emergency parking - vehicle removal
- 11.32.250 (e)** Illegally parked - Taxi Stand - vehicle removal

ATTACHMENT C

Pursuant to Section 7.14 of this Agreement, the Serious Traffic Offender Program Fee shall apply to vehicles impounded pursuant to the following California Vehicle Code Sections. One or more of the following sections must be included on the impounding documents.

California Vehicle Code

- 22651(p)** Includes Sections 12500, 14601, 14601.1, 14601.2, 14601.3, 14601.4, 14601.5 or 14604.
- 22651(h)(2)** Upon service of notice of an order of Suspension or Revocation, pursuant to 13388 CVC.
- 14602.6** Unlicensed, Suspended or Revoked and involved in traffic collision. Sub-section (b) - Certified Mail, 2-day notice to legal owner. Failure to notify legal owner results in maximum fee for 15 days vehicle storage.
- 14602.7** Fleeing a Peace Officer - Court Order upon affidavit of Peace Officer, to seize vehicle, not to exceed 30 days. Failure to notify legal owner (2 days' notice) results in maximum fee for 15 days vehicle storage.
- 14607.6** Impoundment and Forfeiture of Motor Vehicle.

TOWING CONTRACT
PRICE COMPARISONS

	Road 1	Cortes	Angelos	Quality	ASAP	TONY'S	LOYAL	Final Pricing 2026	Difference
<u>FEE SCHEDULE</u>									
BASIC TOWING. Includes First Hour Hookup, Labor, Standby Time, for vehicles Under 9,500 GVW (unloaded).	\$280	\$180	\$260	\$200	\$291	\$220	\$195	\$200	+\$20
MEDIUM SIZE - BASIC TOWING. Includes first hour hookup, labor, standby time, for vehicles over 9,500 GVW but less than 22,000 (unloaded)	\$360	\$205	\$295	\$220	\$328	\$230	\$225	\$220	+\$15
LARGE SIZE - BASIC TOWING. includes first hour hookup, labor, standby time, for vehicles over 22,000 GVW (unloaded)	\$420	\$240	\$345	\$240	\$390	\$240	\$245	\$240	
ON-SCENE or Stand-by labor = each 15-minute increment, beyond first hour. Is charged only when extra ordinary labor must be expended to recover a vehicle. Stand-by is charged when the job cannot be started and must be explained on the tow bill.	\$120	\$40	\$40	\$25	\$60	\$0	\$170 per hour	\$40	
DOLLIES. Will only be used when there is not a less expensive, safe manner of handling the situation.	\$80	\$55	\$55	\$50	\$0	\$0	\$60	\$55	
DRY RUN. May also be known as a "hook-up – drop fee" and is charged when the vehicle is hooked up and the owner returns before the vehicle is in transit.	\$140	\$0	\$90	\$50	\$145	\$0	\$85	\$0	-\$50
PER MILE TOWING. Applies only to vehicles recovered outside the jurisdiction of the city of National City	\$8	\$5	\$12	\$5	\$0	\$0	\$6	\$5	
MAXIMUM STORAGE - PER DAY. Per day is defined as a 24-hour period.	\$75	\$50	\$65	Basic \$45 Med \$55 Hvy \$65	\$75	\$50	\$55	\$50	
STORAGE PER HOUR. The maximum daily hourly storage rate, not to exceed the maximum storage-per day rate.	\$15	\$2.08	\$15	\$15	\$75	\$5	\$2.29	\$5	-\$10
AFTER HOURS VEHICLE RELEASE. After 5PM and before 8AM including weekends and all City-observed holidays.	\$140	\$65	\$100	\$75	\$60	\$75	\$75.00	\$70	+\$5
NOTIFICATION OF LIEN SALE. Vehicle valued at less than \$4,000. (22851.12 CVC).	\$70	\$35	\$75	\$70	\$70	\$70	\$70	\$70	
NOTIFICATION OF LIEN SALE. Vehicle valued at over \$4,000. (22851.12 CVC).	\$100	\$70	\$100	\$100	\$100	\$100	\$100	\$100	
POLICE EQUIPMENT TOWING. Inside jurisdictional limits of National City	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
CITY EQUIPMENT TOWING & STORAGE Includes all City vehicles. Also includes police vehicles towed from outside jurisdictional limits of National City	25% of Basic Towing Fee	25% of Basic Towing Fee	25% of Basic Towing Fee	25% of Basic Towing Fee	25% of Basic Towing Fee	25% of Basic Towing Fee	25% of Basic Towing Fee	25% Basic Tow Fee	
EVIDENTIARY TOWING AND STORAGE. Daily storage fees for City/vehicles, seized vehicles, and vehicles for evidentiary purposes.	25% of Daily Storage fee & 25% Basic Towing	25% of Daily Storage fee & 25% Basic Towing	25% of Daily Storage fee & 25% Basic Towing fee	25% of Daily Storage fee & 25% Basic Towing	25% of Daily Storage fee & 25% Basic Towing	\$0	25% of Daily Storage fee & 25% Basic Towing	25% of Daily Storage fee	
TOWING OF VICTIMS' VEHICLES	\$60	\$60.00	\$60.00	\$60	\$60	\$60	\$90	\$60	
Red highlight = disqualified									
**FINAL: Final negotiated rates to which both recommended vendors agreed. Contracts with									

TOWING CONTRACT
PRICE COMPARISONS

	<u>Road 1</u>	<u>Cortes</u>	<u>Angelos</u>	<u>Quality</u>	<u>ASAP</u>	<u>TONY'S</u>	<u>LOYAL</u>	<u>2026</u>	<u>Difference</u>
both vendors will charge the same rates									

RESOLUTION NO. 2026 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH CORTES TOWING ENTERPRISES INC. AND TONY'S AUTO CENTER INC. DBA TONY'S AUTO CENTER FOR TOWING AND IMPOUND SERVICES, WITH INITIAL TERMS OF OCTOBER 1, 2026 TO SEPTEMBER 30, 2029.

WHEREAS, the City of National City ("City") Police Department requires professional towing and impound services to maintain the safety of the public right-of-way and to seize and secure vehicles in accordance with the laws of the State of California, the National City Municipal Code, and City regulations; and

WHEREAS, the City currently has two (2) towing and impound operators performing exclusive towing services within the City and desires to continue to receive such services from two (2) operators; and

WHEREAS, on May 5, 2026, the City Council adopted Resolution 2026-45, authorizing Request for Proposal ("RFP") No. GS2526-1 for towing and impound services and adopting policies for the selection of towing services in the City; and

WHEREAS, the RFP for towing and impound services was posted on May 12, 2026 on PlanetBids, a free public electronic bidding system; and

WHEREAS, the RFP was advertised in local newspapers (the San Diego Union Tribune and the Star News) and was mailed to potential vendors; and

WHEREAS, seven (7) proposals were received by the 12:00 p.m. deadline on June 15, 2026; and

WHEREAS, the tow contract working group, comprised of City staff from various departments, evaluated the proposals for compliance with the requirements of the RFP, conducted site visits, contacted references, and ranked the responsive proposals to determine the best overall value to the City; and

WHEREAS, upon review of the proposals, all documents submitted, and the results of the site visits and reference checks, the proposals of the two top-ranked tow operators, Cortes Towing Enterprises Inc. and Tony's Auto Center Inc. dba Tony's Auto Center, were deemed responsive and to provide the best overall value to the City, with each having a history of accurate, dependable, and reliable service for public agencies, having participated in a competitive process through the RFP, and having the best qualifications and capability of delivering the highest quality, professional towing services for the City at reasonable prices; and

WHEREAS, Cortes Towing Enterprises Inc. and Tony's Auto Center Inc. dba Tony's Auto Center represent and warrant they are experienced and staffed in a manner such that they are capable and prepared to deliver the services required by the City, all in accordance with the terms and conditions of the RFP and resulting agreements; and

WHEREAS, City staff recommends awarding contracts to Cortes Towing Enterprises Inc. and Tony's Auto Center Inc. dba Tony's Auto Center for towing and impound services for the City

of National City, with initial terms of October 1, 2026, to September 30, 2029, and authorizes the Mayor to execute the agreements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute Agreements with Cortes Towing Enterprises Inc. and Tony's Auto Center Inc. dba Tony's Auto Center for towing and impound services, with initial terms beginning October 1, 2026 and ending September 30, 2029.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 22nd day of September, 2026.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Heidi Skinner, City Attorney

Towing & Impound Services

STAFF REPORT



Background

- Current tow contracts with City's two vendors, RoadOne and Angelo's, expires September 30, 2026.
- To avoid interrupted tow services, need new contract by October 1, 2026.
- In January 2026, a committee was formed to begin the process of executing a new tow contract.
- This committee consisted of representatives from various City departments, including:
 - Police Department
 - City Manager's Office
 - City Attorney's Office
 - Finance Department
 - Neighborhood Services Division

Purpose and Objective

- Committee objective: establish process for and evaluate tow contract proposals.
- Request for Proposal (RFP) approved by City Council on May 5th, 2026 (RFP #GS2526-1).
- Receive and evaluate proposals, conduct site inspections and negotiate conditional tow contracts.
- Award contracts that deliver best overall value to the City, including: experience, price, delivery, ability to meet specifications, efficiency, etc.
- Enter into three (3) year contracts with an option for two (2), one (1) year extensions.

Application Process

- Request for Proposal (“RFP”) #GS2526-1 issued to establish new towing contracts.
- RFP’s were sent via PlanetBids, an electronic platform.
- Completed RFP’s due on June 15, 2026.
- The City received seven (7) responses:
 - RoadOne
 - Cortes
 - Angelo’s
 - Quality
 - ASAP
 - Tony’s
 - Loyal

Did Not Meet the RFP Requirement

- Non-responsive proposals:
 - Angelo's:
 - Failure to include or comply with requirements related to CHP form 234B.
 - Loyal:
 - Lot size too small (minimum 10,000 square feet) and inadequate fencing (minimum requirement of 8 feet)

Tow Companies

- The remaining five tow companies were evaluated by the committee based on both technical qualifications and pricing considerations:
 - ASAP Towing: 1883 - 1885 Nirvana Avenue, Chula Vista
 - Quality Towing: 270 Trousdale St., Chula Vista
 - Cortes Towing: 919 Hollister Street, San Diego
 - Tony's Auto Center: 38 Third Avenue, Ste. B, Chula Vista
 - RoadOne Towing: 9150 Chesapeake Drive. Ste. 240, San Diego

Rating Criteria- Technical Considerations

- **Dispatch Center**

- Type of dispatch center (on-site versus remote), personnel and hours of operation, 24 hour service.

- **Communications**

- Easily accessible 24 hour dispatch center, appropriate communications equipment (radios, cell phones, MDC's, etc.)

- **Equipment**

- Type of vehicles, fleet size (number of trucks).

- **Distance**

- Distance of tow yard from City and affect on response times.

- **Public transportation**

- Accessibility to the community, access public transportation (trolley, bus stops).

Rating Criteria- Technical Considerations Cont.

- **Lot size**
 - Adequate lot size to meet City needs (minimum 10,000 square feet).
- **Personnel**
 - Number of available tow truck operators.
- **Security**
 - Secured lot (alarmed, 8' fence/wall, and security cameras).
- **Evidence storage**
 - Secured area set aside for vehicles impounded as evidence.
- **RFP**
 - Responsiveness and completeness with RFP requirements.

Tow RFP Site Visit Checklist



TOW RFP SITE VISIT

PROSPECTIVE CONTRACTOR: _____ DATE/TIME: _____

BUSINESS LICENSE
➤ Current in jurisdiction
24 HOUR PHONE CONTACT
➤ Pager / cell / office staff / answering service
24 HOUR OFFICE STAFF FOR RELEASE
➤ Office at yard (Open minimally 0800-1800)
➤ Access to vehicle by R/O 24 hours
FEE SCHEDULE POSTED IN VIEW OF CASHIERS' STATION, 17"x22" and lettering 1"; Yes or No
ACCEPT CREDIT CARD AND CASH
➤ Cash on hand for change
PROCEDURE IN PLACE TO POST RECONCILIATION YES / NO
INVOICES ITEMIZED WITH ALL CHARGES YES/NO
TOW TRUCK REQUIREMENTS
➤ Rollback ➔ Basic = YES / NO Medium = YES / NO Heavy = YES / NO
➤ Wheel Lift ➔ Basic = YES / NO Medium = YES / NO Heavy = YES / NO
➤ Sub-garage vehicle YES / NO
➤ Off-road Capable Truck YES / NO
➤ Large oversized vehicles (over 22,000 GVW unloaded) YES / NO
TRUCK EQUIPMENT
➤ Two-way Radio or other means of two-way communication
➤ 8000 lbs capacity
➤ Dollies on each vehicle (required on Class A per CHP 234B)
➤ Completed CHP Inspection Certificate for each vehicle (working within NC) signed and dated prior to RFP
LOT REQUIREMENTS (Take Photos)
➤ Within 10 miles of City Hall (Appx Distance = _____)
➤ >10,000 sq ft of usable lot space (Not including Buildings) (Appx sq footage = _____)
➤ Public transit nearby YES / NO Bus/Trolley
➤ Enclosed ➔ Solid Fence YES / NO or Wall YES / NO (Height= 8 ft.? YES / NO)
➤ Lockable Gate YES / NO
➤ Are gates locked during business hours?
➤ What type of lock?
➤ Is gate manual or mechanized?
➤ Alarmed = YES / NO Security Cameras = YES / NO
➤ Sufficient Lighting
➤ Drainage
➤ Secured Evidence Storage (or can build one prior to contract)
➤ Paved Examination Area (cement, asphalt, or oil and aggregate mixture)
➤ Samples of drivers licenses for employees who will be working in NC. Conduct survey of 10 employees or 10% of employees, whichever is greater.

COMMENTS: _____

EMPLOYEE PRESENT: _____ PERSON CONDUCTING INSPECTION: _____

- Reconciliation fees are those fees paid to the city by the vendor
- How many total trucks?
- How many employees and are they certified by the CHP?
- Are staff present 24 hours at site?



Rating Criteria- Weighting Factor

- 8 voting members on the tow committee
- Scoring scale 1-5; 5 being highest. See scoring scale for more details.
- **Technical Considerations**
 - 10 Categories (mentioned on the previous slide)
 - Could score 5 points maximum per category
 - Maximum of 400 points in the technical category
- **Pricing Considerations**
 - 1 Category
 - Could score 5 points maximum per category
 - Maximum of 40 points in the pricing category
- **70:30 Ratio**
 - Technical Score was weighted 70% of the overall score
 - Pricing Score was weighted 30% of the overall score
 - Weighted Technical Score + Weighted Pricing Score = Final Score

Scoring Scale	
5	Excellent
4	Above Average
3	Average
2	Below Average
1	Unsatisfactory



Rating Criteria- Pricing Considerations

	RoadOne	Cortes	Angelos	Quality	ASAP	Tony's	Loyal
Basic Towing (1 st Hour Hookup & Labor, Standby Time, etc.)	\$280	\$180	\$260	\$200	\$291	\$220	\$195
Medium Size- Basic Towing	\$360	\$205	\$295	\$220	\$328	\$230	\$225
Large Size- Basic Towing	\$420	\$240	\$345	\$240	\$390	\$240	\$245
On-Scene or Stand-By Labor	\$120	\$40	\$40	\$25	\$60	\$0	\$170 per hour
Dollies	\$80	\$55	\$55	\$50	\$0	\$0	\$60
Dry Run	\$140	\$0	\$90	\$50	\$145	\$0	\$85
Per Mile Towing	\$8	\$5	\$12	\$5	\$0	\$0	\$6
Maximum Storage- Per Day	\$75	\$50	\$65	Basic \$45 Med \$55 Heavy \$65	\$75	\$50	\$55
Storage Per Hour	\$15	\$2.08	\$15	\$15	\$75	\$5	\$2.29
After Hours Vehicle Release	\$140	\$65	\$100	\$75	\$60	\$75	\$75
Notification of Lien Sale (vehicle valued > \$400)	\$70	\$35	\$75	\$70	\$70	\$70	\$70
Notification of Lien Sale (vehicle valued < \$400)	\$100	\$70	\$100	\$100	\$100	\$100	\$100
Police Equipment Towing	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Equipment Towing & Storage	25% of Basic Towing Fee	25% of Basic Towing Fee	25% of Basic Towing Fee	25% of Basic Towing Fee	25% of Basic Towing Fee	25% of Basic Towing Fee	25% of Basic Towing Fee
Evidentiary Towing & Storage	25% of Daily Storage fee & 25% Basic Towing fee	25% of Daily Storage fee & 25% Basic Towing fee	25% of Daily Storage fee & 25% Basic Towing fee	25% of Daily Storage fee & 25% Basic Towing fee	25% of Daily Storage fee & 25% Basic Towing fee	\$0	25% of Daily Storage fee & 25% Basic Towing fee
Towing of Victims Vehicles	\$60	\$60	\$60	\$60	\$60	\$60	\$90

Rating Criteria- Weighted Results

	Technical Raw Score	Weighted Technical Score (x .77)	Pricing Raw Score	Weighted Pricing Score (x 3.3)	Weighted Total	Rank
Cortes	340	262	40	132	394	1
Tony's	344	265	32	106	370	2
Quality	294	226	32	106	332	3
Road One	336	259	16	53	312	4
ASAP	250	193	16	53	245	5

- The maximum possible raw scores:
 - 400 Technical points + 40 Pricing points = 440 combined points
- To make Technical worth 70% and Pricing worth 30%
 - Technical
 - $440 \times 70\% = 308$ possible weighted points
 - $308 \div 400 = 0.77$ weighting factor
 - Pricing
 - $440 \times 30\% = 132$ possible weighted points
 - $132 \div 40 = 3.30$ weighting factor

Top Two Scores/Recommendation

- Based on the criteria set forth in the RFP, the committee ranked and scored all five (5) responsive proposals.

Tow Company	Rank
Cortes	1
Tony's	2
Quality	3
RoadOne	4
ASAP	5

- Based on the tow committees' review, the committee recommends the following two (2) tow companies:
 - Cortes
 - Tony's

Proposed Pricing

	Cortes	Tony's	Current Pricing	Final Proposed Pricing	Difference
Basic Towing (1 st Hour Hookup & Labor, Standby Time, etc.)	\$180	\$220	\$180	\$200	+\$20
Medium Size- Basic Towing	\$205	\$230	\$205	\$220	+\$15
Large Size- Basic Towing	\$240	\$240	\$240	\$240	
On-Scene or Stand-By Labor	\$40	\$0	\$40	\$40	
Dollies	\$55	\$0	\$55	\$55	
Dry Run	\$0	\$0	\$50	\$0	-\$50
Per Mile Towing	\$5	\$0	\$5	\$5	
Maximum Storage- Per Day	\$50	\$50	\$50	\$50	
Storage Per Hour	\$2.08	\$5	\$15	\$5	-\$10
After Hours Vehicle Release	\$65	\$75	\$65	\$70	+\$5
Notification of Lien Sale (vehicle valued > \$400)	\$35	\$70	\$70	\$70	
Notification of Lien Sale (vehicle valued < \$400)	\$70	\$100	\$100	\$100	
Police Equipment Towing	\$0	\$0	\$0	\$0	
City Equipment Towing & Storage	25% of Basic Towing Fee	25% of Basic Towing Fee	25% Basic Tow Fee	25% Basic Tow Fee	
Evidentiary Towing & Storage	25% of Daily Storage fee & 25% Basic Towing fee	\$0	25% of Daily Storage Fee	25% of Daily Storage fee	
Towing of Victims Vehicles	\$60	\$60	\$60	\$60	

Pricing Comparisons

- Despite adjustments to the basic, medium, and heavy-duty tow fee schedule, National City's towing rates remain among the lowest in the region, helping ensure rates remain reasonable for our residents.

	Basic Tow	Medium Tow	Heavy Tow
California Highway Patrol	\$301	\$338	\$400
Carlsbad Police	\$350	\$357	\$436
Chula Vista Police	\$301	\$338	\$400
Coronado Police	\$245	N/A	\$310
El Cajon Police	\$180	\$190	\$200
Harbor Police	\$237	\$275	\$330
La Mesa Police	\$227	\$261	\$300
National City Police	\$200	\$220	\$240
San Diego Police	\$231	\$345	\$413
San Diego Sheriff's Office	\$260	\$290	\$330

Questions?

