City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103

First Amendment to:

Agreement between the City and County of San Francisco
and TEGSCO, LLC, dba, San Francisco AutoReturn
for Towing and Storage of Abandoned and Illegally Parked Vehicles

Contract No. 15-1349

THIS AMENDMENT is made as of NOVEMBER 27, 2017, in San Francisco, California, by and between the City and County of San Francisco, acting through its Municipal Transportation Agency ("City" or "SFMTA") and TEGGSCO, LLC, dba San Francisco AutoReturn ("Contractor"). City and Contractor may hereafter be referred to individually as a "Party," or collectively as the "Parties."

RECITALS

A. WHEREAS, The Parties entered into an agreement on July 31, 2005 for towing, storage, and disposal of abandoned and illegally parked vehicles, which the Parties extended twice on July 31, 2010 and August 1, 2015, and which expired on March 31, 2016 ("Previous Agreement"); and,

B. WHEREAS, The Parties entered into separate agreement dated April 1, 2016 for towing, storage, and disposal of abandoned and illegally parked vehicles ("Current Agreement"); and,

C. WHEREAS, During the term of the Previous Agreement, the Contractor towed or impounded approximately 253 vehicles designated as Police Hold vehicles ("Holdover Vehicles"), the release, sale, or disposition of which required written authorization from the San Francisco Police Department ("SFPD"); and,

D. WHEREAS, As of the effective date of the Current Agreement, the SFPD had not released the Holdover Vehicles, which remained in impound facilities operated by Contractor under the Previous Agreement; and,

E. WHEREAS, The Previous Agreement and the Current Agreement provided for different methods to calculate fees, payments, or credits owing to the Parties in connection with the towing and storage of vehicles ("Payments"), but did not address Holdover Vehicles or Payments owing to the Parties in connection with Holdover Vehicles; and,

F. WHEREAS, The Parties desire to modify the Current Agreement on the terms and conditions set forth herein to address in the Current Agreement the disposition of Holdover Vehicles and document procedures for payment of Holdover Vehicles.

NOW, THEREFORE, in consideration of and reliance upon the facts stated in the Recitals above, which are incorporated into the Amendment, below, the Parties agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment shall have the meanings assigned to such terms in this Amendment or, if not assigned in this Amendment, in the Current Agreement.

2. **Amendment to the Current Agreement.** Section 3.6 (Holdover Vehicles) is added to read as follows:

3.6 Holdover Vehicles.

3.6.1 Identification. Exhibit 3 to this Amendment lists the Holdover Vehicles the Parties identified as of effective date of this Amendment. Other vehicles not listed in Exhibit 3, but which were towed by the Contractor, at the request of the SFPD, under the Previous Agreement and remained impounded as of the Effective Date of the Current Agreement, shall also be deemed to be Holdover Vehicles.

3.6.2 Disposition. As to Holdover Vehicles only:

a. Neither Party shall be entitled to Payments or any other amounts otherwise owing to either Party under the Previous Agreement;

b. Contractor shall release, sell, or dispose of Holdover Vehicles in accordance with applicable procedures set forth in Subpart J (Vehicle Release Procedures) of Section II (Services Requirements) of Appendix A (Statement of Services) to the Current Agreement; and

c. Nothwithstanding any conflicting provisions in the Previous Agreement or the Current Agreement, all payments that the Contractor receives for releasing, selling, or disposing of Holdover Vehicles after May 1, 2017 shall be transferred to and belong solely to the SFMTA. Payments received by Contractor for releasing, selling, or disposing of Holdover Vehicles prior to May 1, 2017 belong solely to the Contractor.

3.6.3 Release. The Parties acknowledge and agree that any claims, known, suspected, and unknown, that either Party may have in connection with Holdover Vehicles under Section 1542 of the California Civil Code are expressly waived to the extent such claims arose prior to the effective date of this Amendment. That section provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3.6.4 Clarification. This Section 3.6 shall not apply to any Police Hold vehicles or other vehicles Contractor tows or impounds during the term of the Current Agreement.

3. **Effective Date.** The amendment to the Current Agreement set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Current Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY	CONTRACTOR
San Francisco **Municipal Transportation Agency** Edward D. Reiskin Director of Transportation Approved as to Form: Dennis J. Herrera City Attorney By: Isidro A. Jiménez Deputy City Attorney n:\ptc\as2017\1000468\01228849.docx	**TEGSCO, dba San Francsico AutoReturn** John Wicker President and CEO City vendor number: **66307**

Exhibits:

1 Previous Agreement

2 Appendix A (Scope of Services) to Previous Agreement

3 List of Holdover Vehicles

Exhibit 1
Previous Agreement

[See attached.]

SERVICE AGREEMENT AND PROPERTY USE LICENSE

FOR TOWING, STORAGE AND DISPOSAL

OF ABANDONED AND ILLEGALLY PARKED VEHICLES

by and between the

CITY AND COUNTY OF SAN FRANCISCO

AND

TEGSCO, LLC

d.b.a. SAN FRANCISCO AUTORETURN,
a California Limited Liability Company

Dated: July 31, 2005

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SERVICE AGREEMENT AND PROPERTY USE LICENSE FOR TOWING, STORAGE, AND DISPOSAL OF ABANDONED AND ILLEGALLY PARKED VEHICLES BY AND BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND TEGSCO, LLC, D.B.A. SAN FRANCISCO AUTORETURN

This Service Agreement And Property Use License for Towing, Storage, and Disposal of Abandoned and Illegally Parked Vehicles ("Agreement"), dated for convenience as **July 31, 2005**, is entered into by and between the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency, Department of Parking and Traffic, hereinafter referred to as "City", and TEGSCO, LLC, a California limited liability company doing business as San Francisco AutoReturn, hereinafter referred to as "Contractor", in the City and County of San Francisco, State of California, for the services and under the terms described herein.

Recitals

WHEREAS, The City issued a Request for Proposals for Towing, Storage and Disposal of Abandoned and Illegally Parked Vehicles on September 18, 2002 ("RFP"); and

WHEREAS, Contractor submitted a proposal dated March 10, 2003 ("Proposal") which was selected by City as the highest-ranked proposal among the proposals submitted in response to the RFP; and

WHEREAS, In the course of negotiating this Service Agreement And Property Use License For Towing, Storage and Disposal of Abandoned and Illegally Parked Vehicles the City's existing towing services contractor, The City Tow, informed the City on January 23, 2004 that it would cease to provide towing services as of March 21, 2004; and

WHEREAS, The cessation of towing services under the then-existing contract with The City Tow created emergency circumstances that required the City and Contractor, with the approval of the San Francisco Board of Supervisors, to enter into an Emergency Interim Service Agreement and Property Use License for Towing, Storage and Disposal of Abandoned and Illegally Parked Vehicles ("Emergency Interim Agreement") pending negotiation of the long-term contract pursuant to the RFP; and

WHEREAS, Contractor has been providing towing services to City pursuant to the Emergency Interim Agreement since March 22, 2004; and

WHEREAS, The parties have negotiated this long-term towing services agreement in accordance with the terms of the RFP and Proposal;

NOW, THEREFORE, based on the foregoing, and in consideration of the promises, covenants, and undertakings contained in this Agreement, City and Contractor hereby agree as follows:

AGREEMENT

1. Definitions

The following words and phrases shall have the meanings set forth below when used in this Agreement:

1.1 Abandoned Vehicle: A vehicle that qualifies to be towed pursuant to San Francisco Traffic Code § 159 because it is parked or left standing on a public street or highway in the City for more than 72 consecutive hours, or is deemed to be abandoned pursuant to Vehicle Code § 22669(a), or is found to be a public nuisance on private property pursuant to Vehicle Code § 22660 and Traffic Code § 234.

1.2 Administrative Hold: A hold placed on a vehicle impounded by DPT or SFPD pursuant to which the vehicle may not be released prior to the passage of a specified period of time, fulfillment of statutory requirements or upon written authorization by the impounding agency. The procedures and requirements for Administrative Holds are further described in Section 4.7 of Appendix A to this Agreement.

1.3 Agreement: This document, its Appendices, Exhibits and Attachments to Appendices, the Operations Plan as adopted in accordance with Section 14 of Appendix A, the RFP, the Proposal, and other documents attached hereto or specifically incorporated herein by reference.

1.4 Central Dispatch: Contractor's primary facility for taking Tow Requests and dispatching Tow Cars, as further defined in Section 11.1(d) of Appendix A.

1.5 Citation: A ticket for a parking violation processed by DPT.

1.6 City: The City and County of San Francisco, acting by and through its Department of Parking and Traffic, a division of the Municipal Transportation Agency.

1.7 Claim: Any claim brought against the City or Contractor or their respective agents, contractors or employees for theft of property or injury to any property or person arising out of Contractor's performance of services under this Agreement. For the purpose of Appendix A, § 5.2, "Claim" shall mean a request for compensation for personal injury, loss from or damage to towed vehicle and/or personal property, costs of recovering a vehicle that was not dropped in violation of Appendix A, Section 4.2, or the value of a vehicle that was lost in violation of Section 4.1 of Appendix A.

1.8 Complaint: Any problem with service provided by Contractor within the scope of this Agreement that is communicated to Contractor or City by a Customer and which is not a Claim.

1.9 Controller: The Controller of the City and County of San Francisco or any duly authorized agent thereof.

1.10 Citation and Towing Management System (CTMS): DPT's Ticket Information Management System (TIMS) or successor system(s) used by DPT for tracking Tow Requests and Citations.

1.11 Customer: A member of the public who is associated with an impounded vehicle, which may include either the registered owner, the driver of the vehicle at the time that it is stopped or towed, a person who appears on behalf of the owner or the driver of the vehicle, or a purchaser of a vehicle at lien sale auction.

1.12 Customer Service Center The location for Customers recovering vehicles in person to pay fees and process required forms for release of a vehicle, as further described in Appendix A Section 11.1(a) and located as of the Effective Date at 850 Bryant Street, Room 145, San Francisco (Hall of Justice).

1.13 Courtesy Tows: Tows requested for disabled vehicles owned or used in an official capacity by either SFPD or DPT.

1.14 Days: Consecutive calendar days, including weekends and holidays, unless otherwise specified.

1.15 Deficiency Claim: A claim by Contractor against a registered vehicle owner equal to towing and storage charges, less any amount received from the sale of the vehicle, and which is subject to all rights and limitations set forth in California Civil Code § 3068.2 or any successor statute that creates, defines and limits Contractor's right to such claim.

1.16 **DPT**: Department of Parking and Traffic, a division of the Municipal Transportation Agency of the City and County of San Francisco, or any duly authorized agent thereof.

1.17 **Delinquent Citation**: A Citation that was unpaid past the original due date for payment, upon which penalties for overdue payment have accrued, and which is not scheduled for administrative review or hearing by DPT.

1.18 **Designated Facilities**: Real property and any buildings and improvements thereon used by Contractor in the performance of this Agreement, as further described in Appendix A, Section 11.1.

1.19 **Director of Transportation**: The Chief Executive Officer of the Municipal Transportation Agency of the City and County of San Francisco.

1.20 **Dispatch Tows**: Individual Tow Requests that are communicated to Contractor.

1.21 **DMV**: California Department of Motor Vehicles.

1.22 **DPH**: Department of Public Health of the City and County of San Francisco.

1.23 **DPT Administrative Fee:** The fee described in Section 12.1(c) of Appendix A to this Agreement, as authorized by San Francisco Traffic Code § 170.1 and Vehicle Code § 22850.5, or successor statutes.

1.24 **ECAD**: Electronic Computer Aided Dispatch.

1.25 **Effective Date**: July 31, 2005, or the date upon which all required approvals are obtained and all signatures of the parties have been affixed hereto, whichever date is later.

1.26 **Employees:** The persons directed and controlled by Contractor and/or its PEO Contractor who are providing work and services on behalf of Contractor in order to perform the work required under this Agreement, not including entities that are independent subcontractors. The classes and job descriptions of persons who are Employees of Contractor may include, but are not limited to:

(a) Cashiers, bookkeepers, and accountants.

(b) Persons who move vehicles at and between Designated Facilities (also known as "Yardmen").

(c) Forklift and heavy equipment operators.

(d) Clerks, secretaries, telephone operators and administrative and information technology/computer support personnel.

(e) Tow Car operators directly employed by Contractor and/or its PEO Contractor.

(f) Guards and security personnel.

1.27 **Expedited Tow**: A tow needed to ensure public or officer safety and/or to eliminate a hazard.

1.28 **Gross Revenues**: Contractor's gross receipts from all fees and proceeds under this Agreement, including all revenues derived from lien sales conducted pursuant to this Agreement. "Gross Revenues" do not include DPT or SFPD Traffic Offender Fees or fees payable by vehicle owners or operators collected by Contractor on behalf of the City pursuant to the terms of this Agreement.

1.29 Headquarters Office: Contractor's administrative office, currently located at 945 Bryant Street, San Francisco, California.

1.30 Investigative Police Hold: A Police Hold imposed on an evidentiary vehicle for the purpose of criminal investigation, as further described in Appendix A, Section 4.6.

1.31 Letter of Credit: The letter of credit which Contractor is required to maintain to guarantee the performance of Contractor's obligations under this Agreement, as further described in Section 12.1 and 12.2 and in Appendix C, Section 6 of this Agreement. The Letter of Credit and all replacement Letters of Credit provided by Contractor during the Term of this Agreement shall be attached hereto as Appendix G and is incorporated by reference as though fully set forth herein.

1.32 Lien 1 Vehicle: A low-value vehicle, including a vehicle valued at five hundred dollars ($500) or less, in accordance with Vehicle Code § 22670 (requiring valuation of any vehicle towed by a public agency) and § 22851.2 (regarding vehicles valued at an amount not exceeding five hundred dollars ($500) and not towed for being abandoned) or a vehicle valued at five hundred dollars ($500) or less pursuant to § 22851.3 (regarding vehicles towed for being abandoned) and 22851.6-22851.10 (regarding disposal procedures for low-value vehicles). If the Vehicle Code is amended subsequent to this Agreement to change the dollar amounts which trigger requirements for low-value vehicles, this Agreement shall incorporate such amendments by reference as though fully set forth herein for the purpose of defining dollar-value thresholds and legally required procedures for handling and disposal of low-value vehicles.

1.33 Lien 2 Vehicle: A medium-value vehicle valued at more than five hundred dollars ($500) and up to and including four thousand dollars ($4,000) in accordance with Vehicle Code § 22670 (requiring valuation of any vehicle towed by a public agency), or over five hundred dollars ($500) and up to and including four thousand dollars ($4,000) for the purpose of Vehicle Code § 22851.3 (regarding vehicles towed for being abandoned), and California Civil Code §§ 3067-3075 (setting forth legally required procedures for lien sales of towed vehicles). If the Vehicle Code or the California Civil Code are amended subsequent to this Agreement to change the dollar amounts which trigger requirements for medium-value vehicles, this Agreement shall incorporate such amendments by reference as though fully set forth herein for the purpose of defining dollar-value thresholds and legally required procedures for handling and disposal of medium-value vehicles.

1.34 Lien 3 Vehicle: A high-value vehicle valued at more than four thousand dollars ($4,000), in accordance with Vehicle Code § 22670 (requiring valuation of any vehicle towed by a public agency), and California Civil Code Sections 3067-3075, setting forth required procedures for lien sales of vehicles. If the Vehicle Code or the California Civil Code are amended subsequent to this Agreement to change the dollar amounts which trigger requirements for high-value vehicles, this Agreement shall incorporate such amendments by reference as though fully set forth herein for the purpose of defining dollar-value thresholds and legally required procedures for handling and disposal of high-value vehicles.

1.35 Lien Category: The classification of a vehicle as a Lien 1, Lien 2 or Lien 3 vehicle in accordance with its appraised value.

1.36 Mandatory Fee: All fees that must be paid by Customer before Contractor may release any vehicle to the owner or purchaser of a vehicle. Mandatory Fees include: boot fees, DPT Administrative Fee, SFPD Traffic Offender Fee, towing, storage, transfer and lien fees, returned check charges and Delinquent Citation fees, as applicable.

1.37 MTA: The San Francisco Municipal Transportation Agency, an agency of the City and County of San Francisco.

1.38 Occurrence: Any accident or incident occurring in a single place at a single time from a single event that results in one or more claims for injury to persons or property. An accident or incident

that results in multiple claims shall be considered a single Occurrence for purposes of applying any deductible provisions of Contractor's insurance coverages.

1.39 Operations Plan: The collected written procedures manuals, lists and schedules required to be submitted by Contractor and approved by City as set forth in Appendix A, Section 14, and which are listed in Appendix B to this Agreement. When approved by City, the Operations Plan shall define the service standards for the work to be performed under this Agreement, and is hereby incorporated into this Agreement as though fully set forth herein.

1.40 Peak Hours: Monday through Friday, 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 7:00 p.m., excluding City holidays.

1.41 PEO Contract: Any agreement with any professional employment organization (PEO) which provides payroll, workers' compensation, work place safety, staffing and other human resources services, for the purpose of performing the services required by this Agreement. "PEO Contract" does not include contracts with subcontractors for the provision of Tow Cars, Tow Equipment and related towing services.

1.42 PEO Contractor: An entity with whom Contractor has entered into a PEO Contract.

1.43 Police Hold: A hold placed on a vehicle by the SFPD in writing which requires a vehicle to be processed in accordance with the Police Hold procedures specified in this Agreement, or a vehicle with no visible VIN which is held for inspection by the SFPD .

1.44 Port: The San Francisco Port Commission, an agency of the City and County of San Francisco.

1.45 Port MOU: That certain Memorandum of Understanding (Port Ref. No. MOU M-13828) by and between DPT and the Port, a copy of which is attached hereto as Appendix C and incorporated by reference as though fully set forth herein.

1.46 Primary Storage Facility: The facilities primarily used for short term storage of impounded vehicles currently located at 415 7th Street and 450 7th Street, San Francisco, California, as further described in Section 11.1(b) of Appendix A.

1.47 Project 20: The DPT program which allows vehicle owners and operators to perform community service in lieu of paying Citation fees, in accordance with Vehicle Code § 40215(c)(7).

1.48 Property, Properties: Real property owned by the City and licensed to Contractor for the purpose of this Agreement, collectively, the 415 7th Street, 850 Bryant Street (Hall of Justice) and Pier 70 as of the Effective Date of this Agreement, and any other properties that may be licensed to Contractor by City for the purpose of this Agreement during its Term.

1.49 Proposal: The proposal submitted by Contractor in response to the RFP, dated March 10, 2003, incorporated by reference into this Agreement as though fully set forth herein.

1.50 Records: The documents Contractor is required to create and maintain under this Agreement, including but not limited to: (1) complete and accurate books, accounts and documentation of financial transactions relating to all items of income received and expenses incurred in the performance of this Agreement; (2) documentation of all vehicles towed; (3) documentation of all vehicles stored; (3) documentation of all Claims; (4) all Monthly Management Reports and other reports Contractor is required to submit to City; (5) charts and diagrams of any property licensed to Contractor by City to fulfill the obligations of this Agreement; (6) other documents or reports as City may require Contractor to produce in the course of performing work under the Agreement; and (7) the Records described in Section 13 of Appendix A to this Agreement.

1.51 **Referral Fee**: The fee established in Section 12.1(a) of Appendix A to this Agreement.

1.52 **RFP**: The City and County of San Francisco's Request for Proposals for Towing, Storage and Disposal of Abandoned and Illegally Parked Vehicles, dated September 18, 2002, and all addenda thereto, incorporated by reference into this Agreement as though fully set forth herein.

1.53 **Regional Sweeps:** Pre-arranged parking or traffic enforcement operations in designated areas.

1.54 **Routine Tows**: Scheduled Tows and Dispatch Tows.

1.55 **Scheduled Tows**: Pre-arranged tow events at times and in places designated by City, including but not limited to Regional Sweeps, Peak Hour tows, Zone Tows, Special Events Tows and Abandoned Vehicle tows.

1.56 **Scofflaw:** A vehicle towed for multiple Delinquent Citations pursuant to subsection (i) of Vehicle Code § 22651.

1.57 **Secondary Storage Facility**: The facility primarily used for long term storage of impounded vehicles, located at Pier 70, San Francisco, California as of the Effective Date of this Agreement, as further described in Appendix A, Section 11.1(c).

1.58 **SFPD**: The Police Department of the City and County of San Francisco or any duly authorized officer or member thereof.

1.59 **SFPD Traffic Offender Fee:** The fee described in Section 12.1(d) of Appendix A to this Agreement, as authorized by Traffic Code §§ 170.2-A and 170.2-B and Vehicle Code § 22850.5, or successor statutes.

1.60 **Special Events Tows**: Tows of vehicles parked in violation of temporary parking restrictions, as authorized by Traffic Code §§ 33(c) and 130 or successor ordinances.

1.61 **Term:** The duration of this Agreement as established in Section 2 herein, and any additional period during which Contractor completes repair, remediation or other work required for the termination of the License Agreements for the Properties, as set forth in Appendices C, D and E of this Agreement, and the tasks listed in Section 54 of this Agreement for transition to a successor contractor or successor Agreement. "Term" shall include any extension of this Agreement pursuant to Section 2.

1.62 **Tow Car:** A motor vehicle which has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise exclusively used to render assistance to other vehicles, and as defined in Vehicle Code § 615.

1.63 **Tow Equipment**: Tow Cars and all appurtenant computer systems, communications devices, hand tools, electric tools and towing hardware, whether or not expressly listed in this Agreement, which are necessary to perform towing services to the standards of the towing industry and as set forth in this Agreement.

1.64 **Tow Request**: A request directed to Contractor from DPT, DPH or SFPD for service by a Tow Car or Tow Equipment for the removal or relocation of a vehicle.

1.65 **Towed Vehicle Management System (TVMS):** The electronic database system to be used by Contractor to meet record keeping, reporting and vehicle handling requirements of this Agreement, as further described in Section 10 of Appendix A.

1.66 **Traffic Code:** The Traffic Code of the City and County of San Francisco.

1.67 **Treasurer:** The Treasurer of the City and County of San Francisco.

1.68 **Unavoidable Delays:** With respect to a delay in performance, "Unavoidable Delay" shall mean any delay that is attributable to any: (a) strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party hereto or their contractors), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockage, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) changes in any applicable laws or the interpretation thereof; or (c) lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion; or (d) a governmental taking by eminent domain of all or a substantial portion of a Designated Facility; or (e) any interference with Contractor's right to access a substantial portion of a Designated Facility owned or provided for Contractor's use by City, or any other cause beyond the reasonable control of the party from whom performance is required, or any of its contractors or other representatives.

1.69 **Vehicle Code**: The Vehicle Code of the State of California.

1.70 **VIN**: The distinguishing number or other mark used for the purpose of uniquely identifying a vehicle or vehicle part, as further defined in Vehicle Code § 671.

1.71 **WAN**: Wide Area Network.

1.72 **Zone Tows**: Tows of vehicles parked in zones listed in Traffic Code § 71b.

GENERAL PROVISIONS

2. Term of the Agreement

The Term of this Agreement shall be from the Effective Date of July 31, 2005 through July 31, 2010. At the option and sole discretion of the City, the Term of this Agreement may be extended. Any extension of this Agreement must be in writing. In the event that this Agreement is extended beyond July 31, 2010, the City agrees to submit a request for an increase in rates to the MTA Board to reflect any increased cost to Contractor for increased rental payments for the Properties during the extended Term that are in excess of CPI adjustments to be applied during the terms of Appendices C, D and E.

3. Effective Date of Agreement

This Agreement shall become effective upon the Effective Date.

4. Services Contractor Agrees to Perform

The Contractor shall tow and store any vehicles that DPT, DPH or the SFPD orders removed from any public street or highway or from private property within the City, in accordance with the requirements of the Traffic Code and the Vehicle Code, and shall perform such other related services as are described in this Agreement, in accordance with Appendix A, "Scope of Work," and Appendix B "Operations Plan". Appendix A, Appendix B, and the Operations Plan to be adopted and amended as provided in Section 14 of Appendix A are all attached hereto and incorporated by reference as though fully set forth herein. Rates and charges to the public for services under this Agreement shall be as set forth in Appendix H, attached hereto and incorporated by reference as though fully set forth herein.

All vehicle handling and storage required by this Agreement shall be conducted at one of the Designated Facilities. As of the Effective Date of this Agreement, City hereby licenses to Contractor the use of three (3) real properties on which the Designated Facilities are currently located: Pier 70, 850 Bryant Street, Room 145, and 415 7th Street, San Francisco. The license agreements for those Properties are attached here to as Appendices D and E, respectively, and are incorporated by reference as though

fully set forth herein. The parties acknowledge that during the Term of this Agreement Contractor may, with City's prior written approval and subject to all the conditions contained in such approval, consolidate the Customer Service Center and Primary Storage Facility operations presently conducted at 415 7th Street and 850 Bryant Street to a property owned by Caltrans and leased by Contractor at 450 7th Street ("Consolidation"). Following Consolidation, should City cease to use Contractor for towing services, the terms for the City's continued use of the 450 7th Street property are attached hereto as Appendix I and are incorporated by reference as though fully set forth herein.

City hereby consents to Contractor's towing and storage of vehicles that are not towed or stored pursuant to a Tow Request with the prior written approval of City and subject to any conditions imposed in such written approval; provided however, that (i) Contractor shall at all times conduct itself in accordance with the Customer service standards of this Agreement so as not create any negative effect on Contractor's public image and reputation as the City's towing contractor, and (ii) Contractor's operations with respect to such vehicles shall not create any adverse impact on its performance of all requirements of this Agreement. City may revoke its consent at any time without cause by written notice to Contractor. The following sections of this Agreement shall apply to any towing or storage of vehicles by Contractor within the City and County of San Francisco that are not towed or stored pursuant to a Tow Request: Master Agreement Sections 8, 9, 11, 12, 13, 14, 15, 16, 17, 20, 22, 26, 27, 28, 29, 31, 32, 35, 37, 38, 40, 41, 42, 50; Appendix A Sections 1, 3, 4, 5, 6, 7, 9, 11, 12.1(b), 12.3, 12.5, 12.6, 13, 14; Appendix B, Appendices C, D and E during their respective terms, Appendix G and Appendix H.

5. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to $10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6. Taxes and Assessments

Contractor agrees to pay prior to delinquency all taxes and assessments of any kind, including but not limited to possessory interest taxes and non-property taxes, which lawfully may be imposed on the Designated Facilities or on Contractor. Contractor is hereby granted City's consent to contest the validity or the amount of any such tax or assessment, if Contractor chooses to do so. Contractor acknowledges and understands that a possessory interest subject to property taxation may or may not be created by the Agreement and that Contractor may or may not be subject to the payment of property taxes levied on such possessory interest. Contractor further acknowledges that Contractor is familiar with San Francisco Administrative Code §§ 23.38-23.39, which require that City submit a report, which includes specified information relating to the creation, renewal, sublease, or assignment of any such possessory interest, to the County Assessor within 60 days after any such transaction. Contractor agrees to provide to City the information required by Administrative Code §§ 23.38-23.39 within thirty (30) days after any such transaction, if requested to do so by City.

7. Payment Does Not Imply Acceptance of Work

The acceptance of any payment by City and/or Contractor's deduction or offset of funds (that would otherwise be paid by City to Contractor as payment for services) from revenues generated under the Agreement shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was received. Work that does not conform to the requirements of this Agreement may be rejected by City and in such case Contractor must take immediate corrective action.

8. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor, or through subcontracts entered into pursuant to Section 27. Contractor will comply with City's reasonable requests regarding assignment of personnel, including the removal of specified personnel upon request of City, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to meet its obligations under this Agreement.

8.1 Contractor Is the Employer of the Employees

Notwithstanding any language in any PEO Contract, and notwithstanding the intent of Contractor and/or any contractor for PEO Contract services in entering into a PEO Contract or as memorialized within a PEO Contract or as a PEO Contract may be construed by any person, Contractor affirms, agrees and warrants that for all purposes under the Agreement and under relevant law applicable to the Agreement, Contractor is the employer of the Employees. Contractor affirms, agrees and warrants that for all purposes of the Agreement, specifically including but not limited to Contractor's duties under Sections 4, 5, 8, 9, 10, 14, 15, 16, 18, 21, 22, 26, 30, 32, 35, 37, 40, 41, 42, 43, 49, 50 of this Agreement, and Section 8 of Appendix A to this Agreement, Contractor is the employer of the Employees.

8.2 PEO Contract Shall Not Control or Modify the Agreement

Notwithstanding any language in any PEO Contract, and notwithstanding the intent of Contractor and/or a PEO Contractor in entering into a PEO Contract or as memorialized within a PEO Contract or as a PEO Contract may be construed by any person, Contractor affirms, agrees and warrants that all provisions of this Agreement are in full force and effect, and that a PEO Contract does not modify Contractor's obligations and duties under this Agreement. Contractor further agrees, affirms and warrants that a PEO Contract shall have no effect upon the City's rights under this Agreement and a PEO Contract does not alter the City's right to enforce all provisions of this Agreement against Contractor directly.

8.3 PEO Contract is a Subcontract to the Agreement

Notwithstanding any language in any PEO Contract, and notwithstanding the intent of Contractor and/or a PEO Contractor in entering into a PEO Contract or as memorialized within a PEO Contract or as a PEO Contract may be construed by any person, Contractor affirms, agrees and warrants that for all purposes under this Agreement and under relevant law applicable to this Agreement, any PEO Contract is a subcontract for the purpose of providing payroll, workers' compensation, work place safety and other human resources services to Contractor. Pursuant to Section 27 of this Agreement, the City hereby approves Contractor's PEO Contract with Gevity HR, which is attached hereto as Appendix F and incorporated by reference as though fully set forth herein. The parties stipulate that no agreement or legal relationship exists between the City and Gevity HR.

8.4 Contractor is Liable for All Actions of PEO Contractor

Notwithstanding any language in any PEO Contract, and notwithstanding the intent of Contractor and/or a PEO Contractor in entering into a PEO Contract or as memorialized within a PEO Contract, or as any

PEO Contract may be construed by any person, Contractor affirms, agrees and warrants that, Contractor shall be liable for all actions of its PEO Contractor insofar as said actions affect the City or Contractor's performance of its duties under the Agreement. For purposes of the Agreement, Contractor shall not assign and has not assigned any of its duties under the Agreement to its PEO Contractor.

8.5 City is not a General or Special Employer to the Employees

The parties agree no employment relationship exists between the City and the Employees. As to the Employees, the City is not a "General Employer" or "Special Employer", as those terms are defined under California law, for any purpose, including but not limited to application of California Labor Code §§ 6300 *et seq.* and California Insurance Code § 11663, or any other applicable statute. Should a court or administrative agency having jurisdiction over the issue determine that the City is a "General Employer" or "Special Employer" of the Employees, Contractor shall fully indemnify the City for all costs and liabilities arising from that finding, including but not limited to consequential and incidental damages, temporary disability indemnity, permanent disability indemnity, medical costs, penalties and fines, vocational rehabilitation costs, and attorneys fees. Contractor's duties and obligations under this section of the Agreement are material obligations guaranteed by the performance guarantee described in Section 12.

8.6 Prevailing Wages

Contractor hereby acknowledges that it has read completely and fully understands San Francisco Administrative Code Section 21.25-2 and agrees that this Agreement shall be subject to, and Contractor shall comply with, all applicable obligations and requirements imposed by that Section.

9. Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its Employees, even though such equipment be furnished, rented or loaned to Contractor by City.

10. Independent Contractor; Payment of Taxes and Other Expenses

10.1 Independent Contractor. Contractor or any agent or Employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or Employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or Employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or Employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or Employee of Contractor.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

10.2 Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor or any of its agents or Employees is an employee of the City for purposes of collection of any employment taxes, any amounts offset from revenues paid by Contractor to the City under this Agreement shall be reduced by amounts equal to both the employee and employer portions of

the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due to the City (again, offsetting any amounts already paid by Contractor that can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

10.3 Contractor's Employees. Contractor shall be solely responsible for all matters relating to payment of Contractor's Employees, including compliance with Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related assessments or contribution required by law and all other regulations governing City Health Service System, vacation, holiday, retirement or other programs, nor, in the event that City terminates this Agreement shall Contractor have recourse of rights of appeal under City's rules and regulations which are applicable to employees.

10.4 Payroll and Taxation. Contractor shall make or cause to be made all necessary payroll deductions for disability and unemployment insurance, social security, withholding taxes and other applicable taxes, and prepare, maintain and file or cause to be filed all necessary reports with respect to such taxes or deductions, and all other necessary statements and reports pertaining to labor employed in the performance of this Agreement.

11. Required Insurance

Subject to approval by the City's Risk Manager of the insurers and policy forms, Contractor shall place and maintain throughout the Term of this Agreement, and pay the cost thereof, the following insurance policies:

11.1 Comprehensive general liability insurance with limits not less than $5,000,000 (such limit may be provided through a primary and excess policy) each Occurrence, combined single limit for bodily injury and property damage, or in such greater amount and limits as DPT may reasonably require from time to time, including coverage for contractual liability, personal injury, broadform property damage, products and completed operations, independent contractors (excluding towing and dismantling subcontractors), and mobile equipment.

11.2 Sudden and accidental pollution insurance with limits not less than $1,000,000 for each occurrence.

11.3 Comprehensive business/commercial automobile liability insurance with limits not less than $1,000,000 for each Occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles. If Contractor does not own or lease company vehicles that are subject to motor vehicle registration, then only non-owned and hired coverage is required.

11.4 Garage-keeper's legal liability insurance with limits not less than $500,000 for each Occurrence combined single limit for loss and damage to vehicles in Contractor's care, custody or control caused by fire, explosion, theft, riot, civil commotion, malicious mischief, vandalism or collision, with

any deductible not to exceed $25,000 for each Occurrence. Contractor may insure or self-insure loss of non-automobile property in the care, custody, or control of the garage keeper with a limit of $5000.

11.5 Workers' Compensation Insurance, including Employers' Liability, with limits not less than $1,000,000 for each accident, covering all Employees employed by Contractor in the performance of this Agreement to provide statutory benefits as required by the laws of the State of California. Said policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City.

11.6 Environmental impairment liability insurance with limits not less than $1,000,000 each occurrence, covering the sudden and accidental release of hazardous materials and the resulting costs of clean up.

Except as set forth above, any deductibles in the policies listed above shall not exceed $25,000 each occurrence. The insurance policies shall be endorsed to name as an additional insured the City and County of San Francisco and its respective departments, commissioners, officers, agents and employees.

The agreements between the Contractor and its towing and dismantling subcontractors (as applicable) shall require that reasonable insurance is maintained and that the City will be named as an additional insured on the general liability policy.

12. Financial Assurances

12.1 Requirement to Provide Financial Guarantees

Upon the Effective Date of this Agreement, Contractor shall provide, and shall maintain for the time periods specified herein, financial instruments and funds described in this Section 12 as security to ensure Contractor's performance of all terms and conditions of this Agreement and to compensate for any damage to City property and/or other actual costs to City or for reimbursement to Customers for Contractor's violation of the terms of this Agreement, as further described below.

12.2 Letter of Credit

12.2.1 Performance Guarantee. Upon the Effective Date of this Agreement, Contractor shall provide to the City, and shall maintain throughout the Term of this Agreement and for a period of at least ninety (90) days after expiration or termination of this Agreement, or until all of Contractor's obligations have been performed under this Agreement (including but not limited to investigation and remediation obligations under Appendices C, D and E), whichever date is later, a performance guarantee in the form of a confirmed, irrevocable Letter of Credit in favor of the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency (and during the Term of Appendix D, the Port of San Francisco), in the amount of two million dollars ($2,000,000), guarantying the faithful performance by Contractor of this Agreement and of the covenants, terms and conditions of this Agreement, including all monetary obligations set forth herein, and including liquidated damages and any dishonesty on the part of Contractor.

The City may draw upon such Letter of Credit in circumstances which include, but are not limited to:

(a) To ensure regulatory compliance in the event that Contractor receives a notice of violation or other regulatory order from a governmental or regulatory agency with jurisdiction over Contractor's operations or the Properties used by Contractor for the performance of this Agreement and Contractor does not achieve compliance with the notice of violation or order to the satisfaction of the issuing agency within the time specified by the agency or by the City if the agency does not specify a timeframe.

(b) To reimburse the City for any fine or other charge assessed against the City related to any notice of violation or other regulatory order issued to Contractor.

(c) To reimburse the City for costs associated with City's environmental assessments or corrective action related to Contractor's violation of any of the requirements of Appendices D or E, which may be performed at the City's sole discretion.

(d) To satisfy rental payment obligations for City-owned property licensed to Contractor in Appendices D or E .

(e) To satisfy fines assessed by City against Contractor pursuant to Appendix D of the Agreement.

(f) To compensate City for losses or damage to property caused by Contractor.

12.2.2 Letter of Credit Requirements. The Letter of Credit required by this Section 12 shall be issued on a form and issued by a financial institution acceptable to the City in its sole discretion, which financial institution shall (a) be a bank or trust company doing business and having an office in the State of California, (b) have a combined capital and surplus of at least $25,000,000, and (c) be subject to supervision or examination by federal or state authority. If Contractor defaults with respect to any provision of this Agreement, City may, but shall not be required to, make its demand under said Letter of Credit for all or any portion thereof, to compensate City for any loss or damage which City may have incurred by reason of Contractor's default or dishonesty, including (but not limited to) any claim for fines or liquidated damages; provided, however, that City shall present its written demand to said bank for payment under said Letter of Credit only after City first shall have made its demand for payment directly to Contractor, and five (5) full days have elapsed without Contractor having made payment to City.

12.2.3 Expiration or Termination of Letter of Credit. In the event the City receives notice from the issuer of the Letter of Credit that the Letter of Credit will be terminated, not renewed or will otherwise be allowed to expire for any reason during the period from the commencement of the Term of this Agreement to ninety (90) days after the expiration or termination of this Agreement or the conclusion of all of Contractor's obligations under the Agreement, whichever occurs last, and Contractor fails to provide the City with a replacement Letter of Credit (in a form and issued by a financial institution acceptable to the City) within ten (10) days following the City's receipt of such notice, such occurrence shall be an Event of Default as defined in Section 18 of this Agreement, and, in addition to any other remedies the City may have due to such default (including the right to terminate this Agreement), the City shall be entitled to draw down the entire amount of the Letter of Credit (or any portion thereof) and hold such funds in an account with the Treasurer in the form of cash guarantying Contractor's obligations under this Agreement under the terms of this Section 12. In such event, the cash shall accrue interest to the Contractor at a rate equal to the average yield of Treasury Notes with one-year maturity, as determined by the Treasurer. In the event the Letter of Credit is converted into cash pursuant to this paragraph, upon termination of this Agreement, Contractor shall be entitled to a full refund of the cash (less any demands made thereon by the City pursuant to Section 12.2.4,) within ninety (90) days of the termination date, including interest accrued through the termination date.

12.2.4 Demands Upon Letter of Credit. City may use all or any portion of the Letter of Credit to compensate City for any loss or damage that it may have incurred by reason of Contractor's negligence or breach. Such loss or damage may include without limitation any damage to or restoration of the Properties for which Contractor is responsible, and claims for fines and/or liquidated damages. Should the City terminate this Agreement due to a breach by Contractor, the City shall have the right to draw from the Letter of Credit those amounts necessary to pay any fees or other financial obligations under the Agreement and perform the towing and storage services described in this Agreement until such time as the City procures another contractor and the agreement between the City and that contractor becomes effective. The Treasurer shall have sole authority and responsibility to make demands upon the Letter of Credit. The Treasurer shall not allow any demands made to the Letter of Credit pursuant to claims arising from Section 6(c) of Appendix C to exceed a combined outstanding amount of more than four hundred thousand dollars ($400,000.00) In addition, the Treasurer shall not allow any demands to be made to the Letter of Credit pursuant to claims arising from Section 6(b) of Appendix C to exceed a combined outstanding amount of more than twice the amount of the current Base Fee established in

Appendix D, Section 5, including all periodic CPI adjustments up to the date of the demand on the Letter of Credit. The Treasurer shall not allow any demands made to the Letter of Credit pursuant to claims arising from any section of the Agreement, excluding Appendices C and D, to exceed a combined outstanding amount of more than one million three hundred thousand dollars ($1,300,000.00).

12.2.5 Depletion of Letter of Credit. If any portion of a Letter of Credit is used by City, Contractor shall provide written proof that the Letter of Credit has been restored to its initial value, which shall require a replacement Letter of Credit in the face amount of the required Letter of Credit. Contractor's failure to do so within the time limits specified in Section 18.1.1(f) shall constitute an Event of Default as defined in Section 18 of this Agreement.

12.2.6 Dispute Resolution. In the event that a dispute arises between the City and Contractor concerning this Agreement or the use or maintenance of the Letter of Credit, Contractor may appeal to the Director of Transportation within fourteen (14) days of demand on the Letter of Credit with evidence supporting Contractor's claim for relief from the demand on the Letter of Credit. The Director of Transportation will respond within fourteen (14) days. Any failure of the Director of Transportation to respond within fourteen (14) days shall be deemed a rejection of Contractor's claim for relief from the demand on the Letter of Credit. Contractor's claim for relief from demands on the Letter of Credit and the Director of Transportation's response to such demand shall constitute the administrative remedy for Agreement interpretation described in Section 46 herein. Each party reserves its remedies in equity and law. No decision by the City concerning the Letter of Credit shall prevent Contractor from seeking restoration of the funds by appropriate legal action.

12.3 Maintenance Deposit: Upon execution of this Agreement, Contractor shall deposit with City the amount of one hundred thousand dollars ($100,000) as a maintenance deposit. These funds may be used by City when maintenance required by this Agreement is not done in a timely manner or in accordance with the standards of this Agreement. Contractor shall be responsible for replenishing this maintenance deposit fund to maintain a balance of one hundred thousand dollars ($100,000) within fifteen (15) days of any date that the fund falls below the minimum balance. Failure to replenish the maintenance deposit fund for more than forty-five (45) days shall be an Event of Default under this Agreement. Any interest accrued and earned on the maintenance deposit fund shall be retained by City.

12.4 Claims Fund. Contractor shall at all times maintain a Claim Fund for payment of Claims. Contractor shall maintain at least fifty-thousand dollars ($50,000) in the Claim Fund at all times. Contractor shall be responsible for replenishing this Claims Fund to maintain a balance of fifty thousand dollars ($50,000) within fifteen (15) days of any date that the fund falls below the minimum balance. Failure to replenish the Claims Fund for more than forty-five (45) days from the date that it falls below the minimum balance shall be an Event of Default under this Agreement.

12.5 Environmental Oversight Deposit. Upon the Effective Date of this Agreement, Contractor shall provide to the City, and shall maintain and replenish throughout the term of the property license set forth in Appendix D ("Pier 70 License") and for a period of at least ninety (90) days after termination or expiration of the Pier 70 License, an Environmental Oversight Deposit in the amount of ten thousand dollars ($10,000), which shall be deposited in an account specified by City. If Contractor receives a notice of violation or other regulatory order from a governmental or regulatory agency with jurisdiction over Pier 70 and or its operations (other than from the Port of San Francisco), and such notice is not cured within fourteen (14) days, the City may draw from this deposit to reimburse the City for staff costs incurred by the City while inspecting site conditions and enforcing and administering the Hazardous Materials provisions of the Pier 70 License. If Contractor receives a notice of violation or other regulatory order from a governmental or regulatory agency with jurisdiction over the site and or its operations (other than from the Port of San Francisco), and such notice is cured within fourteen (14) days, the City may draw from this deposit in an amount not to exceed $500 to reimburse the City for staff costs incurred by the City. The City will submit an invoice to Contractor for any such costs, and Contractor will pay such invoiced amounts within thirty (30) days to replenish the Environmental Oversight Deposit. Contractor's failure to pay such costs within thirty (30) days, or to replenish the Environmental Oversight Deposit if drawn upon, will constitute an Event of Default.

13. Insurance and Performance Guarantee Requirements

All insurance policies and Letters of Credit obtained pursuant to this Agreement shall be endorsed to provide:

13.1 That thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits shall be given to DPT in the manner and at the addresses specified below (and during the term of Appendix D, to the Port of San Francisco in the manner and at the address specified in Appendix D); and

13.2 That any insurance required by this Agreement is primary to any other insurance available to an additional insured with respect to claims arising out of this Agreement and that insurance applies separately to each insured against whom a claim is made or a suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.

13.3 Two copies of any Letter of Credit, and two copies of each original policy or policy endorsement of insurance shall be provided to DPT (and during the term of Appendix D, to the Port of San Francisco) upon the Effective Date of this Agreement, and complete copies of any insurance policies obtained pursuant to this Agreement shall be provided to DPT (and during the term of Appendix D, to the Port of San Francisco) if requested at any time.

13.4 Upon City's request, Contractor shall provide satisfactory evidence that Contractor has adequately provided for Social Security and Unemployment Compensation benefits for Contractor's Employees.

13.5 Contractor shall comply with the provisions of any insurance policy covering Contractor or the City, and with any notices, recommendations or directions issued by any insurer under such insurance policies so as not to adversely affect the insurance coverage.

14. Contractor's Representations and Warranties

Contractor hereby represents and warrants as follows:

14.1 Experience. Contractor is experienced in the operation and management of automobile towing and disposal services and hereby agrees to apply its best efforts and most efficient methods in performance of this Agreement.

14.2 Formation. Contractor is a duly formed, validly existing and in good standing limited liability company under the laws of the State of California.

14.3 Authority. Contractor has full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of Contractor, and no other corporate or other action on the part of Contractor is necessary to authorize the execution and delivery of this Agreement.

14.4 Conflicts and Consents. The execution and delivery by Contractor of this Agreement and the performance by Contractor of the transactions contemplated by it will not violate any federal, state or local law, rule or regulation, or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of, the Articles of Incorporation, bylaws or partnership agreement of Contractor (as applicable) or any indenture, mortgage, lease, agreement or other instrument or obligation to which Contractor is a party or by which it may be bound which would materially adversely affect the ability of Contractor to perform its obligations under this Agreement. No approval, authorization, consent or other order or action of, or filing or registration with, any person, entity or governmental authority is required for the execution and delivery by Contractor of this Agreement.

14.5 Conflict with Orders. The execution and delivery by Contractor or this Agreement will not conflict with any order, judgment or decree of any court, government, government agency or instrumentality, whether entered pursuant to consent to otherwise, by which Contractor may be bound or affected.

14.6 Litigation. There is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there any investigation by a governmental agency of Contractor or any of its affiliates that, if adversely decided, could have a material adverse impact on Contractor's ability to perform its obligations under this Agreement.

15. Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including Employees of Contractor or loss of or damage to property, resulting directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. The foregoing indemnification does not include the limitations on Contractor's liability described in Appendix D, Sections 24.3 and 24.8.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

As to any intellectual property that Contractor provides to the City in the performance of this Agreement, Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons, arising as a consequence of the use by City of the intellectual property supplied by the Contractor, or any of its officers or agents.

16. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

17. Liability of City

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

18. Default; Remedies

18.1 Each of the following shall constitute an event of default ("Event of Default") under this Agreement; provided, however, that with the exception of the Events of Default listed in Section 18.1.1 below, Contractor shall have thirty (30) days after the date of written notice of the default sent by City to cure the default before an Event of Default exists:

18.1.1 The following conduct by Contractor shall constitute an Event of Default at the time it occurs without a right to cure under this Section 18, and shall be grounds for termination pursuant to Section 19:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 5, 6, 11, 12.2.1, 13, 22, 28, 35 and 54.

(b) Substantial abandonment or discontinuance by Contractor, without the prior written consent of the City, of any or all of the services and operations required hereunder.

(c) Contractor's representation or warranty made pursuant to this Agreement which Contractor made knowing that it was not true and correct at the time when made.

(d) Failure of Contractor to replenish the maintenance deposit or Claims Fund required by Sections 12.3 and 12.4 and such failure continues for more than forty-five (45) days.

(e) Failure of Contractor to replenish the Environmental Oversight Deposit required by Section 12.5 and such failure continues for more than thirty (30) days.

(f) Failure to replace the Letter of Credit as required by Sections 12.2.3 and 12.2.5 within twenty (20) days of (i) City's receipt of notice of its termination or expiration, or (ii) use by City of the Letter of Credit, unless City's use is challenged pursuant to Section 12.2.6, in which event the twenty (20) days shall run from the date of the Director of Transportation's denial of the challenge, or fourteen (14) days from the date of the challenge, whichever is later.

18.1.2 Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement.

18.1.3 Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (E) takes action for the purpose of any of the foregoing.

18.1.4 A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (B) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (C) ordering the dissolution, winding-up or liquidation of Contractor, or (D) levying of a writ of attachment or execution against any of Contractor's property.

18.1.5 Failure of Contractor to pay when due any other amount owing from Contractor to the City, including without limitation rents, taxes, fees or other charges, whether or not such amounts are related to this Agreement; provided, however, that if Contractor disputes the amount of any such

obligation in good faith and is actively negotiating or litigating such dispute, Contractor's failure to pay such amount shall not constitute a default under this paragraph.

18.1.6 Failure of Contractor to abide by any of the terms or conditions of the Port MOU, set forth in Appendix C to this Agreement.

18.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. City's right to termination for an Event of Default shall be subject to Contractor's opportunity to cure such Event of Default pursuant to the terms of Sections 18.1 and 19. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

18.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

19. Termination

The City shall have the right to terminate this Agreement after written notice to Contractor upon the occurrence of any Event of Default, provided, however, that Contractor shall have a period of ten (10) days from the date of City's notice of intent to terminate to cure such default before City's termination for cause may become effective.

19.1 Termination Effective Upon Notice. Termination under this Section shall be effective immediately upon notice being given by DPT to Contractor and after the expiration of any applicable cure periods. Upon such termination, all rights, powers, privileges and authority granted to Contractor under this Agreement shall cease, and Contractor shall immediately thereupon vacate the Designated Facilities, except as may be permitted pursuant to Section 54 (Transition Period), below.

19.2 Termination Not Exclusive Remedy. The City's right to terminate this Agreement under this Section is not its exclusive remedy but is in addition to all other remedies provided to it by law or the provisions of this Agreement.

19.3 Duties Upon Termination. Upon termination of this Agreement, the City and Contractor shall promptly pay to the other, as soon as is determinable after the effective date of termination, all amounts due each other under the terms of this Agreement, and upon such payment neither shall have any further claim or right against the other, except as expressly provided herein. Upon the effective date of termination, Contractor shall deliver to the DPT the originals of all books, permits, plans, Records, licenses, contracts and other documents pertaining to Contractor's operation under this Agreement, any insurance policies, bills of sale or other documents evidencing title or rights of the City, and any and all other Records or documents pertaining to Contractor's operation under this Agreement, any insurance policies, bills of sale or other documents evidencing title or rights of the City, and any and all other Records or documents pertaining to the Designated Facilities, whether or not enumerated herein, which are requested by the City or necessary or desirable for the ownership and operation of the Designated Facilities, which are then in possession of Contractor. Contractor further agrees to do all other things reasonably necessary to cause an orderly transition of the management and operation of the services provided by Contractor under this Agreement without detriment to the rights of the City or to the continued operation of such services.

20. Provisions of Agreement Surviving Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 1, 5, 6, 7, 9, 10, 12 (except for 12.2.5), 14, 15, 16, 17, 18.2, 18.3, 19.3, 20, 22.1, 23, 24, 25, 26, 29, 38, 39, 43, 46, 47, 48, 49, 53, 54, 55, 56 and 57; and Appendix A Sections 1.3(b), 4.1, 5.2, 12, 13.3, 15.1, 15.2, 15.7(1), 15.7(2), 15.10(7) and 15.11.

21. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of §15.103 and Appendix C 8.105 of City's Charter and § 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.

22. Proprietary or Confidential Information

22.1 Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that to the extent permitted by law, all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

22.2 Contractor understands and agrees that the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (Gov. Code section 6250 *et seq.*), apply to the Agreement. Contractor shall cooperate with City in the compilation, copying and production of records in its custody that are subject to requests for public records. The City is not required to take any action, or to refuse to release information where to do so would violate applicable law. During the Term, the City will endeavor to provide Contractor reasonable notice of any request for public information that seeks disclosure of confidential or proprietary information that Contractor has provided to City under the Agreement and that Contractor has identified as confidential and proprietary. Contractor may at its option then take whatever legal steps it deems appropriate to protect said information from disclosure to the public, but the City shall have no further obligation to protect said information from disclosure. Contractor shall clearly identify to City all information that Contractor provides to City that it considers to be proprietary, trade secret or is otherwise protected from disclosure under the California Public Records Act, the City's Sunshine Ordinance and other applicable law.

23. Notices to the Parties

Any insurance certificates or notices required under Sections 11, 12, 13, 15, 18, 19, 46 or 52 of the Agreement must be sent by first class, certified U.S. mail, postage pre-paid. All other written communications, unless otherwise indicated elsewhere in this Agreement, may be by first class U.S. mail, by email, or by fax, and shall be addressed as follows, or to such other address as designated by the parties in writing:

To Contractor:

San Francisco AutoReturn
Attention: John Wicker, President and CEO
450 7th Street
San Francisco, CA 94103
Telephone: 415-626-3380
Facsimile 415-626-3381
Email: jwicker@autoreturn.com

To City:	City and County of San Francisco Department of Parking and Traffic Attention: Steve Bell 25 Van Ness Avenue, Suite 230 San Francisco, CA 94105 Telephone: 415-554-9825 Facsimile: 415-252-3272 Email: steve.bell@sfgov.org

24. Ownership of Results

Any interest of Contractor or its Subcontractors, in the Records prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities. To the extent that the use of proprietary software or other proprietary information or intellectual property is required to access or utilize the data contained in the Records, or that Contractor holds particular work practices or methods to be proprietary, Contractor hereby grants the City a perpetual, royalty-free, nonexclusive, nontransferable, limited license, to use and reproduce said proprietary information or intellectual property, solely for City's internal purposes related to the towing, storage, and disposal of abandoned and illegally parked vehicles.

25. Works for Hire

Subject to the limited license set out in Section 24 above, any artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, source codes, or any other original works of authorship of Contractor that are not Records, are proprietary to Contractor and shall not be considered works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of Contractor.

26. Audit and Inspection of Records

26.1 Records. Contractor shall maintain, in accordance with generally accepted accounting principles and business practices, all books, accounts and Records created in the performance of this Agreement in accordance with the requirements of Appendix A. Such books, accounts and Records shall be maintained throughout the Term of this Agreement at one of the Designated Facilities, or at Contractor's Headquarters Office. Records created or maintained in an electronic format shall be submitted monthly in an electronic format as specified by DPT, which may be an electronic database format or a static electronic format, such as PDF or an electronic format that attaches a date or time stamp to each document and record entry that cannot be erased or altered Contractor shall deliver said copy of the Records with the Monthly Management Report described in Appendix A, Section 13.

Except as otherwise specified herein, Contractor shall maintain Records related to this Agreement in a safe and secure location available for inspection and copying by City for a period of five (5) years following termination of this Agreement.

26.2 City's Right to Inspect. Any duly authorized agent of City shall have the right to examine, at any time during normal business hours, all books, accounts and Records, including computer records, of the type described above.

26.3 Audit. Within sixty (60) days of the expiration or termination of the Agreement, an independent auditor approved by the Controller shall conduct an audit of those records pertaining to Contractor's performance during the final year of this Agreement, including a summary report of prior annual audits conducted pursuant to Appendix A, Section 12.6. Such audit shall include a review of all records involving the removal, impoundment and disposition of vehicles pursuant to this Agreement

during the previous and current audit periods. All costs of such audits are to be paid by the Contractor. A certified copy of each such audit report shall be furnished promptly to DPT and the Controller not more than 120 days following the expiration of the Agreement.

26.4 Retention of Records. Contractor shall retain all records of subcontracts, Employee payroll and benefits, tax assessments and payments, and those records and reports described in Sections 10 and 26 of this Agreement for a period of not less than four (4) years from date of termination of this Agreement.

27. Subcontracting

Except as specifically provided in this Agreement, Contractor shall not enter into any subcontract for the performance of all or any part of this Agreement for the acquisition of towing services, security services, vehicle handling or disposal services, auctioneer or appraisal services, Customer relations services or with any PEO Contractor without the prior written consent of the City, which consent shall not be unreasonably withheld. Any attempt to enter into such a subcontract without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, enforceable by, and shall inure to the benefit of any permitted subcontractor.

28. Assignment

Contractor shall not assign or otherwise transfer this Agreement or any of Contractor's rights, duties or interest under this Agreement without the prior written consent of the City. Any attempted assignment or transfer without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, enforceable by, and shall inure to the benefit of the successors and permitted assigns of the Contractor.

29. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

30. Earned Income Credit (EIC) Forms

Administrative Code Chapter 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

30.1 Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the Term of this Agreement.

30.2 Failure to comply with any requirement contained in Section 30.1 of this Agreement shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty (30) days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

30.3 Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

30.4 Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12O of the San Francisco Administrative Code.

31. Minority/Women/Local Business Utilization; Liquidated Damages

31.1 Compliance. Contractor understands and agrees to comply fully with all applicable provisions of Chapter 12D.A ("Minority/Women/ Local Business Utilization Ordinance--IV") of the San Francisco Administrative Code set forth in the RFP, Contractor's Proposal and this Agreement, and agrees to include such provisions in all subcontracts (as defined in Section 27) made in fulfillment of the Contractor's obligations under this Agreement. Said provisions are incorporated by reference and made a part of this Agreement as though fully set forth herein. Contractor's willful failure to comply with Chapter 12D.A is a material breach of contract.

31.2 Enforcement. If Contractor willfully fails to comply with any of the provisions of Chapter 12D.A set forth in this Agreement pertaining to MBE or WBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. City may also impose other sanctions against Contractor authorized in Chapter 12D.A, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's MBE or WBE certification. City will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to §12D.A.16(B). By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by City shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with this Section 31 for a period of three (3) years following termination of this contract, and shall make such records available for audit and inspection by HRC or the Controller upon request.

31.3 Subcontracting Goals. The MBE/WBE subcontracting participation goal for this contract is 12% of Gross Revenues. Contractor shall fulfill this goal throughout the duration of this Agreement. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in Chapter 12D.A, for any purpose inconsistent with the provisions of Chapter 12D.A, its implementing rules and regulations, or this Section.

31.4 Subcontract Language Requirements. Contractor shall include in all subcontracts with MBEs or WBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any MBE or WBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor fails to comply with the requirements of this Section, unless Contractor received approval from City to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with this Section 31 for a period of three (3) years following termination of this contract and to make such records available for audit and inspection by City upon request.

31.5 Payment of Subcontractors. Contractor shall pay its subcontractors within thirty (30) days after receiving an invoice or request for payment from a subcontractor, unless Contractor notifies City in writing within ten (10) working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

32. Nondiscrimination; Penalties

32.1 Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any Employee, City and County employee working with such

contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

32.2 Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the Term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

32.3 Condition to Contract. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

32.4 Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

33. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

34. Tropical Hardwood and Virgin Redwood Ban

Pursuant to § 804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

35. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its Employees, agents or assigns will be deemed a material breach of this Agreement.

36. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

37. Compliance with Americans with Disabilities Act

Contractor acknowledges that the Americans with Disabilities Act ("ADA") requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor further acknowledges its obligation to comply with the ADA and any other federal, state or local disability rights legislation. Contractor warrants that it will fulfill that obligation, and that it will not discriminate against disabled persons in the provision of services, benefits or activities pursuant to this Agreement.

38. Sunshine Ordinance

38.1 Documents Subject to Disclosure by the City. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public by the City upon request.

38.2 Documents Subject to Disclosure by Contractor. Contractor agrees that it shall comply with San Francisco Administrative Code § 67.29-7(c), the provisions of which are set out in full below:

> In any contract, agreement or permit between the City and any outside entity that authorizes that entity to demand any funds or fees from citizens, the City shall ensure that accurate records of each transaction are maintained in a professional and businesslike manner and are available to the public as public records under the provisions of this ordinance. Failure of an entity to comply with these provisions shall be grounds for terminating the contract or for imposing a financial penalty equal to one-half of the fees derived under the agreement or permit during the period of time when the failure was in effect. Failure of any Department Head under this provision shall be a violation of this ordinance. This paragraph shall apply to any agreement allowing an entity to tow or impound vehicles in the City and shall apply to any agreement allowing an entity to collect any fee from any persons in any pretrial diversion program.

Contractor's compliance with Section 67.29-7(c) is a material term of the Agreement.

38.3 Public Records Requests from Public. If any member of the public communicates a public records request directly to Contractor, Contractor shall refer the requestor to DPT. In no event shall Contractor respond directly to a public records request or attempt to communicate a public records request to DPT on behalf of the requestor. DPT will work with Contractor, and Contractor shall cooperate with DPT to identify responsive records in Contractor's possession. If production of requested records involves significant staff time of Contractor, City in its sole discretion may elect to collect legally authorized fees from the requestor and credit some or all of the fees to Contractor.

39. Notification of Limitations on Contributions

This paragraph applies if this contract is in excess of $50,000 over a 12-month period or less and is for: (1) personal services; or (2) the selling or furnishing of any material, supplies or equipment; or (3)

any combination of personal services and the selling or furnishing of any material, supplies or equipment. San Francisco Campaign and Governmental Conduct Code (the "Conduct Code") Section 3.700 et. seq., and San Francisco Ethics Commission Regulations 3.710(a)-1 – 3.730-1, prohibit the public officials who approved this contract from receiving: (1) gifts, honoraria, emoluments or pecuniary benefits of a value in excess of $50; (2) any employment for compensation; or (3) any campaign contributions for any elective office for a period of up to six years from individuals and entities who are "public benefit recipients" of the contract. Public benefit recipients of the contract are: (1) the individual, corporation, firm, partnership, association, or other person or entity that is a party to the contract; (2) an individual or entity that has a direct 10% equity, or direct 10% participation, or direct 10% revenue interest in that party at the time the public benefit is awarded; or (3) an individual who is a trustee, director, partner or officer of the contracting party at the time the public benefit is awarded.

Contractor understands that any public official who approved this contract may not accept campaign contributions, gifts, or future employment from Contractor except as provided under the Conduct Code. Contractor agrees to notify any other individuals or entities that may be deemed "public benefit recipients" under the Conduct Code because of this contract. Upon request, Contractor agrees to furnish, before this contract is entered into, such information as any public official approving this contract may require in order to ensure such official's compliance with the Conduct Code. Upon request, the City agrees to provide, before this contract is entered into, Contractor with a list of public officials who, under the Conduct Code, approved this contract. Failure of any public official who approved this contract to abide by the Conduct Code shall not constitute a breach by either the City or Contractor of this contract. Notwithstanding anything to the contrary in this contract, neither party shall have the right to terminate the contract due to any failure by the other party to provide the information described in this paragraph.

40. Requiring Minimum Compensation for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at http://www.sfgov.org/oca/lwlh.htm. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

40.1 For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the Term of this Agreement, Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. For the hourly gross compensation portion of the MCO, Contractor shall pay a minimum of $10.77 an hour beginning January 1, 2005 and for the remainder of the term of this Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of $9 an hour for the term of this Agreement.

40.2 Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any Employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.

40.3 Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by Contractor of the terms of this Agreement. The City, acting through DPT, shall determine whether such a breach has occurred.

40.4 If, within thirty (30) days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured

within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through the Contracting Department, shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:

40.4.1 The right to charge Contractor an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;

40.4.2 The right to set off all or any portion of the amount described in Subsection 40.4.1 of this Section against amounts due to Contractor under this Agreement;

40.4.3 The right to terminate this Agreement in whole or in part;

40.4.4 In the event of a breach by Contractor of the covenant referred to in Subsection 40.2 of this Section, the right to seek reinstatement of the Employee or to obtain other appropriate equitable relief; and

40.4.5 The right to bar Contractor from entering into future contracts with the City for three (3) years. Each of the rights provided in Section 40.4 shall be exercisable individually or in combination with any other rights or remedies available to the City. Any amounts realized by the City pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

40.4.6 Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

40.4.7 Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.

40.4.8 Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO, including reports on subcontractors.

40.4.9 The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five (5) business days to respond.

40.4.10 The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten (10) days of the written notice; and (iv) limited to one audit of Contractor every two (2) years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the City from investigating any report of an alleged violation of the MCO.

40.4.11 Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. A subcontract for the purpose of this Section 40 means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. Contractor shall notify the Department of Administrative Services when it enters into such a subcontract and shall certify to the Department of Administrative Services that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It

is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

40.4.12 Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections 40.1 and 40.2 of this Section, and may pursue the following remedies in the event of a breach by Contractor of subsections 40.1 and 40.2, but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the twenty-one (21) day period required by the MCO. Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded: (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by Contractor of subsections 40.1 or 40.2, the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against Contractor arising from this Agreement, the right to obtain all costs and expenses, including reasonable attorney's fees and disbursements, incurred by the Covered Employee. Contractor also understands that the MCO provides that if Contractor prevails in any such action, Contractor may be awarded costs and expenses, including reasonable attorney's fees and disbursements, from the Covered Employee if the court determines that the Covered Employee's action was frivolous, vexatious or otherwise an act of bad faith.

41. Requiring Health Benefits for Covered Employees

Unless exempt, Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this agreement as though fully set forth. The text of the HCAO is available on the web at http://www.sfgov.org/oca/lwlh.htm. Capitalized terms used in this Section and not defined in this agreement shall have the meanings assigned to such terms in Chapter 12Q.

41.1 For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

41.2 Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with this Section 41.1 above.

41.3 Contractor's failure to comply with the HCAO shall constitute a material breach of this Agreement. City shall notify Contractor if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1)-(5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

41.4 Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any Employee for notifying City with regard to Contractor's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

41.5 Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

41.6 Contractor shall keep itself informed of the current requirements of the HCAO.

41.7 Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

41.8 Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five business days to respond.

41.9 City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

42. First Source Hiring Program

42.1 Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

42.2 First Source Hiring Agreement

42.2.1 Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.

42.2.2 Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers.

42.2.3 Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

42.3 Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

42.4 Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

42.5 Liquidated Damages. Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $2,070 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

43. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years.

44. Preservative-treated Wood Containing Arsenic

As of July 1, 2003, Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The Term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The Term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

45. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by Contractor and by the Director of Transportation, except where the approval of the Municipal Transportation Agency Board or the San Francisco Board of Supervisors is required by applicable law, in which case, the approval of those agencies shall also be required.

46. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Director of Transportation, who shall decide the true meaning and intent of the Agreement.

47. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

48. Construction

All paragraph, article, and section captions and headings contained in this Agreement are for reference and convenience only and shall not be considered in construing the scope or meaning of this Agreement. Unless this Agreement specifically provides otherwise, it is to be construed in the following manner.

48.1 Syntax. Whenever the context of this Agreement requires, the singular shall include the plural, the plural shall include the singular, the masculine shall include the feminine and the feminine shall include the masculine.

48.2 References. Unless otherwise indicated, references to Articles, Sections and subsections are to Articles, Sections and subsections in this Agreement.

49. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 45.

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and any prior agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the parties to this Agreement.

50. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. Contractor shall comply and conform with all laws and all governmental regulations, rules and orders that may from time to time be put into effect relating to, controlling or limiting Contractor's performance under this Agreement or enjoyment of any rights or privileges granted hereby. Contractor shall secure all permits and licenses specifically required for Contractor's performance under this Agreement (copies of which shall be promptly provided to City), and shall comply with all applicable laws and regulations relating to labor employed in and relating to Contractor's performance under this Agreement. Contractor shall not use or occupy the Designated Facilities in an unlawful, noisy, improper or offensive manner and shall use its best efforts to prevent any occupancy of the Designated Facilities or use made thereof which is unlawful, noisy, improper or offensive or contrary to any law or ordinance applicable to them. Contractor shall not cause or maintain any nuisance in or about the Designated Facilities, and shall use its best efforts to prevent any person from doing so. Nor shall Contractor cause any rubbish, dirt or refuse to be placed in the streets, sidewalks or alleys adjoining the Designated Facilities or to accumulate in the Designated Facilities.

51. Services Provided by Attorneys

Any services required under this Agreement that are to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

52. Unavoidable Delays

Any prevention, delay or stoppage in a party's performance of any part of this Agreement due to an Unavoidable Delay shall excuse the performance of the party affected for a period of time or otherwise in a manner that bears a causal relationship and is in proportion to any such prevention, delay or stoppage.

53. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be

enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

54. Transition Period

54.1 Notwithstanding any other provision of this Agreement to the contrary, Contractor hereby agrees that it shall cooperate in good faith with City and with any contractor chosen by City pursuant to a competitive selection process to take over Contractor's obligations after the expiration of this Agreement, or any contractor designated by City to provide towing services following termination of this Agreement pursuant to §19 herein, for the smooth and efficient transfer of those functions.

54.2 Contractor agrees to take all actions as may be necessary or as the City may direct for the protection and preservation of any property related to this Agreement that is in the possession of Contractor and in which City has or may acquire an interest, including any environmental remediation required under Appendices C, D and E. Contractor acknowledges that City has a vested interest for payment of fees for vehicles that Contractor has towed and/or is storing, and Contractor shall not impair said interest and shall take all actions reasonably necessary to safeguard City's interest in said towed and stored vehicles.

54.3 Contractor shall remove any towed and/or stored vehicles from City property by the termination date and shall relocate said vehicles to a location approved by the City or (subject to City approval) authorize a successor contractor to serve as an agent of Contractor for purposes of conducting any lien sale auctions that may be required for disposal of such vehicles.

54.4 Contractor shall provide City or any successor contractor with all information necessary, in a form approved by the City, to facilitate retrieval by the registered owner of any vehicle upon which Contractor holds a lien.

54.5 If Contractor has implemented the Consolidation (as defined in Section 4) of the Customer Service Center and Primary Storage Facility as of the termination of this Agreement, Contractor agrees to assign all right, title and interest of Contractor in the 450 7th Street property to the City, subject to the payment terms specified in Appendix I, as part of the transition of towing operations to a successor towing services contractor.

55. Administration of Contract

This Agreement shall be administered by and for the City by DPT. The Director of DPT shall, unless otherwise stated herein, have the authority to act for or on behalf of the City in the administration of this Agreement.

56. Required Actions

Contractor agrees to execute all instruments and documents and to take all actions as may be required or necessary in order to carry out the purposes and terms of this Agreement.

57. Non-impairment of City-Owned Towing Equipment and Facilities

Nothing contained in this Agreement shall be deemed to prohibit, limit or otherwise restrict the use and operation by City of City-owned towing equipment or storage facilities, or the procurement by City of towing services for City-owned vehicles.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY FIRST MENTIONED ABOVE.

CITY

Recommended by:

BOND M. YEE
Acting Director
Department of Parking and Traffic

APPROVED:

STUART SUNSHINE
Acting Director of Transportation
Municipal Transportation Agency

Approved as to Form:

DENNIS J. HERRERA
City Attorney

By:
Christiane Hayashi
Deputy City Attorney

MTAB Resolution Number: 05-085
Date: JUNE 7, 2005
Attest: R. Boomer
Roberta Boomer
Secretary,
Municipal Transportation Agency Board

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitles Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 33, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

JOHN WICKER
President and CEO
TEGSCO, LLC,
d.b.a. San Francisco AutoReturn
450 7th Street
San Francisco, CA 94103
Phone No.: 415-626-3380
Employer ID No.: 01-0688299

LIST OF APPENDICES

A. Scope of Work

B. Services and Standards (Operations Plan)

Appendix A/Scope of Work Elements:

§ 2.6:	Tow Service Plan
§ 4.6(a):	Police Department Procedures
§ 5.1(e):	Customer Service Manual
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§ 8.2(a):	List of Approved Subcontractors
§ 8.2(b):	Subcontractor Compensation Plan
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2. Utilities Maintenance Plan
3. Pier 70 Premises Maintenance Plan
4. Facility plan
5. Public Auction Plan

C. 2005 DPT-Port MOU

D. Pier 70 Property License

E. 415 7th Street and 850 Bryant Street Property License

F. PEO Contracts

G. Letter of Credit

H. Rate Schedule

I. Consolidated Facility Payment Schedule

Exhibit 2
Appendix A (Scope of Services) to Previous Agreement

[See attached.]

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APPENDIX A

SCOPE OF WORK

1. Tow Equipment Dispatch Requirements

1.1 Hours of Service

Contractor shall respond to all Tow Requests and shall intake and release towed vehicles twenty-four (24) hours per day, 365 days per year in accordance with the standards specified in this Agreement.

1.2 Central Dispatch

Contractor shall dispatch Tow Equipment from its Central Dispatch facility. Contractor shall provide dispatch staff to receive Tow Requests twenty-four (24) hours per day, 365 days per year. During Peak Hours, a dispatch supervisor must be on duty to direct staff and address any issues or escalations raised by the City that relate to a Tow Request. At all times, Contractor must ensure that:

(1) Tow Request phone calls must be answered within six (6) rings or less with no busy signal; and

(2) Tow Requests must be assigned to a subcontractor towing firm within five (5) minutes or directly to a Tow Car operator within ten (10) minutes.

1.3 Communications Equipment

(a) Equipment Requirements

Within thirty (30) days of the Effective Date of this Agreement, Contractor shall provide a minimum of two (2) dedicated telephone lines to be used exclusively for communication between Central Dispatch and the City, and a minimum of two (2) two-way radios or equivalent equipment to be used as an alternative communications method.

(b) Audio Recordings

Contractor shall provide equipment that will create an audio recording with a time/date stamp of all Tow Requests and all subsequent communications with Tow Car operators for each Tow Request. Contractor shall maintain such audio recordings for a minimum of 120 days. Upon City's request, Contractor shall provide City access to the audio recordings within twenty-four (24) hours for the purpose of reviewing or copying the recordings. Contractor shall include in its subcontracts for Tow Car operators a requirement that all Tow Car operators sign a statement acknowledging that all communications between Central Dispatch and Tow Car operators will be recorded.

(c) Dispatch Tow Car Operators

Communication between Central Dispatch and towing subcontractors shall be by means of radios, mobile telephones, or electronic two-way data terminals. Any method of communication to be used between Central Dispatch and Tow Car operators must be approved by the City in writing.

2. Tow Request Response Time Requirements

2.1 Routine Requests

(a) Scheduled and Dispatch Tows

Upon receiving a Tow Request for a Scheduled Tow or Dispatch Tow Contractor shall be on site with the appropriate Tow Equipment for the vehicle type to be towed, or with Tow Equipment specifically requested by City in the Tow Request, within thirty-five (35) minutes of a Dispatch Tow Tow Request during Peak Hours and within twenty-five (25) minutes at all other times, or within ten (10) minutes of the time designated for initiation of a Scheduled Tow. Contractor may notify City that it is requesting an extension of time of up to fifteen (15) minutes to process a Scheduled or Dispatch Tow request for reasons beyond the Contractor's control, which are

defined as traffic congestion or travel distance, and the City shall inform Contractor if the request for extension of time shall be granted.

(b) Abandoned Vehicle Tows

Contractor must respond to each Abandoned Vehicle Tow Request within twenty-four (24) hours unless otherwise specified in the Tow Request.

2.2 Expedited Tow Response Time Requirement

City may specify that an Expedited Tow is required in the Tow Request. Contractor shall respond to a Tow Request for an Expedited Tow within thirty (30) minutes of the Tow Request. Contractor may notify City that it is requesting an extension of time of up to fifteen (15) minutes to process an Expedited Tow request for reasons beyond the Contractor's control, which are defined as traffic congestion or travel distance, and the City shall inform Contractor if the request for extension of time shall be granted.

2.3 Regional Sweeps

Contractor shall participate in Regional Sweeps requested by DPT or SFPD as a part of its regular towing services. DPT or SFPD shall notify Contractor at least forty-eight (48) hours in advance (with seventy-two (72) hours advance written notice provided when possible) of the date for a Regional Sweep, and shall inform Contractor of the number of Tow Cars required, the location, and the time that tows are to begin. City reserves the right to modify and/or expand Regional Sweep programs, and shall notify Contractor of these modifications and/or expansions no later than forty-eight (48) hours in advance of the date of a Regional Sweep. Regional Sweeps are subject to the performance standards of Scheduled Tows under this Agreement.

2.4 Courtesy Tows and Roadside Service

At the request of City, Contractor shall remove any disabled DPT or SFPD vehicle or render timely roadside assistance, including but not limited to starting vehicles, delivering gasoline and changing flat tires. These requests for towing or roadside assistance shall be provided within thirty-five (35) minutes of City's request. Contractor may notify City that it is requesting an extension of time of up to fifteen (15) minutes to process a Courtesy Tow request for reasons beyond the Contractor's control, which are defined as traffic congestion or travel distance, and the City shall inform Contractor if the request for extension of time shall be granted. The costs for these services shall not be charged to City, nor may Contractor pass the cost of these services to its subcontractors. Should Contractor fail to respond to a request in accordance with this Section, City may elect to acquire the services from another source and Contractor shall be responsible for City's direct and indirect costs in acquiring the requested services from another source.

2.5 Failure to Respond

In the event that Contractor fails to respond and/or fails to furnish necessary Tow Equipment at the designated point of tow within the time periods specified in this Agreement, the City shall have the right, by whatever means appropriate, to remove or cause the removal of the vehicle which was the subject of the Tow Request and transport it to the Contractor's storage facility, whereupon Contractor shall process and handle such vehicle in accordance with all requirements of this Agreement. In such event, Contractor shall be responsible for reimbursing City's direct and indirect costs for removing the vehicle, excluding subsequent damage caused by the alternate towing service provider.

2.6 Tow Service Plan

Contractor shall submit a Tow Service Plan to the City describing how it will deploy its subcontractors in sufficient detail to allow City to determine that Contractor will meet service requirements specified in this Agreement. This plan shall be approved and adopted as part of the Operations Plan, as provided in Section 14 of this Appendix A.

3. Vehicle Intake Requirements

3.1 Tow Data

Contractor shall ensure that a record of each tow is created in the TVMS by means of a Tow Car data terminal or by computer at Central Dispatch within fifteen (15) minutes of arrival on-site in the case of a Dispatch Tow, or within fifteen (15) minutes of initiating a Scheduled Tow. In addition, within fifteen (15) minutes of the initial arrival of a towed vehicle at a Designated Facility, Contractor shall record, at a minimum, the following data:

(1) the time the initial call for service was requested

(2) the time the Tow Car arrived on the scene of the tow

(3) the time the Tow Car arrived at the vehicle intake facility.

(4) Contractor shall meet these timing requirements in ninety percent (90%) of all tows within any reasonable audit period identified by City.

3.2 Valuation

Contractor shall have each impounded vehicle assigned a Lien Category (Lien 1, Lien 2 or Lien 3 Vehicle) by an appraiser as soon as possible during vehicle intake, but in no event later than seventy-two (72) hours after the vehicle's initial arrival at a Designated Facility. Contractor's valuation and classification of the vehicle under this Section 3.2 shall be subject to later adjustment by the City's designated Contract Monitor.

3.3 Inspection

(a) VIN

Contractor shall visually inspect any vehicle for which a lien is requested to confirm and record the VIN of each vehicle, and include the VIN in its lien request to the DMV within seven (7) days. Contractor shall notify the SFPD within twenty-four (24) hours of becoming aware of any vehicle in its possession for which the license plate and the VIN do not match. Exceptions to the deadline for collecting the VIN include:

(1) Vehicles subject to SFPD investigative holds.

(2) Vehicles identified as NO ID vehicles pursuant to Section 4.5 of this Appendix A which require SFPD inspection.

(3) Other cases of extenuating circumstances as approved by the City.

(b) Personal Property

During intake inspection, personal property in the vehicle that is visible from the exterior without opening any locked compartment shall be inventoried, and as part of the inventory Contractor shall record whether or not the vehicle has a locked storage compartment. This information shall be recorded in the TVMS system. Contractor, DPT, DPH and SFPD shall endeavor to keep the vehicle locked to the maximum extent possible during the towing and storage process. Contractor may remove and separately store personal property from the vehicle for security or other reasons as necessary.

3.4 Digital Photo Recording

Contractor shall have cameras at all vehicle intake facilities and shall take photos of all four (4) sides of the exterior of each vehicle the first time that it is brought into any Designated Facility. These images shall be stored electronically and in a manner that allows prompt retrieval within one (1) working day of any City request. City agrees that the requirements of this Section 3.4 may be satisfied by extracting still images from continuous video footage.

4. Vehicle Handling Requirements

4.1 Improper Disposal of Vehicles

If, in violation of applicable law or this Agreement, Contractor releases, sells, disposes of, or otherwise loses possession of or is unable to locate within its possession any vehicle that it has towed or impounded under this Agreement, notwithstanding any other criminal or civil penalties levied by a court of law, Contractor shall have sixty (60) days to resolve any Claim filed by the vehicle owner, and must submit any proposed Claim settlement to City for approval prior to finalizing such Claim. If Contractor fails to satisfactorily resolve such Claim within sixty (60) days, City may require Contractor to pay to the vehicle owner the blue book value of the vehicle at the time of sale, destruction or loss of the vehicle as determined by the City. If City directs Contractor to resolve a Claim after sixty (60) days by paying the blue book value of a vehicle to the owner, City may assess liquidated damages against Contractor in accordance with Section 15 of this Appendix A. This contractual remedy shall not preclude the vehicle owner from taking any other appropriate legal action against the Contractor.

4.2 Vehicle Drop

The Tow Car operator shall release a vehicle without assessing any towing charges upon request of the DPT or SFPD officer or DPH employee present at the site of the tow. The City officer or employee may require release of the vehicle pursuant to this Section 4.2 when the owner or operator of the vehicle is present to claim the car before all of the following three (3) events occur:

(1) The towing apparatus is completely attached to the vehicle in a manner consistent with the proper use of the Tow Car equipment and in accordance with industry standards, and

(2) All required data has been collected, and

(3) The Tow Car has been put in gear by the operator and has started to drive away.

The City may assess liquidated damages against Contractor pursuant to Section 15 of this Appendix A for failure to release a vehicle as required by this Section 4.2. In addition, the Contractor shall reimburse the owner or operator of the vehicle towed in violation of this Section all expenses incurred by the owner or operator to recover the vehicle plus $100 per occurrence.

4.3 Personal Property Releases

(a) Standard for Release

Contractor shall only release personal property found within any vehicle in its custody when it is satisfied that the claimant is entitled to access the vehicle and its contents and the vehicle is not subject to a Police or Administrative Hold.

(b) Vehicles Subject to Hold

No person shall be allowed to retrieve personal property from a vehicle subject to an Administrative or Police Hold without the prior written authorization of the agency which impounded the vehicle.

(c) Personal Property Release

A personal property release allows the claimant to enter the vehicle, with the supervision of Contractor, to obtain property from the towed vehicle. Contractor's supervision shall include preparing a written inventory of the items removed by the claimant, but Contractor shall have no responsibility for assisting the claimant to remove personal property from the vehicle. Contractor shall require the claimant to sign the inventory statement listing the item(s) they removed from the vehicle, and shall file the personal property release data collected in the TVMS system or in a paper file with a file name cross referencing the Tow Request ID in the TVMS.

4.4 Retrieval Requirements from Secondary to Primary Storage Facility

If the Customer's vehicle is stored at the Secondary Storage Facility, Contractor shall provide either a free shuttle service enabling a Customer who appears at the Primary Storage Facility to retrieve a vehicle directly

from the Secondary Storage Facility, one-way taxi fare for the Customer between the Primary Storage Facility and the Secondary Storage Facility, or free Tow Car service to tow the vehicle back to the Primary Storage Facility. In all cases, the vehicle must be released to the Customer within one (1) hour of the Customer's payment of fees at the Customer Service Center.

4.5 No ID Vehicles

(a) NO ID Designation

All vehicles with no visible VIN shall be impounded under a "NO ID" number and shall be designated as a vehicle subject to Investigative Police Hold and held for inspection by the SFPD Auto Detail regardless of which City agency initiated the Tow Request. NO ID vehicles shall be included in regular reports to the SFPD of Police Hold vehicles as specified in Sections 4.6(d) and 13 of this Appendix A. Contractor shall keep NO ID vehicles within the NO ID area (excluding oversized vehicles), with the exception that Contractor shall move a NO ID vehicle out of the NO ID area within twenty-four (24) hours of receiving a request to do so by the SFPD.

(b) NO ID Procedure

If a VIN is found following inspection by the SFPD, Contractor shall follow applicable lien sale provisions of the Vehicle Code for processing that vehicle. Otherwise, Contractor shall designate the vehicle as an "Unable to Identify" or "UTID" vehicle and, after receipt of a written release by the SFPD (DMV Form 462, "Public Agency Authorization of Disposal of Vehicle" or successor form), such UTID vehicle shall be disposed of as required by the Vehicle Code and in accordance with instructions on DMV Form 462 or successor form.

(c) SFPD Access to NO ID Vehicles

Contractor shall allow SFPD personnel with written authorization from the Chief of Police or an officer designated by the Chief of Police to remove parts from any NO ID vehicle, except as prohibited by Appendices B, C and D.

4.6 Procedures for Vehicles Impounded by the SFPD

(a) Investigative Police Hold Vehicles

The SFPD may designate any vehicle for which it has made a Tow Request as an Investigative Police Hold vehicle. . Investigative Police Hold vehicles shall be stored in a segregated, secure area, which may be located in a Designated Facility. Within ninety (90) days of the Effective Date of this Agreement, Contractor shall provide secured and fenced Investigative Police Hold storage locations at the Designated Facilities which shall include the following features:

(1) A vehicle inspection area with six (6) indoor bays that contain car lifts, air compressors, and access to 220V electricity at the Primary Storage Facility.

(2) An office area with two (2) phone lines dedicated for use by SFPD personnel at the Primary Storage Facility.

(3) Indoor space for at least twenty-five (25) NO ID vehicles; and

(4) Secured indoor space for at least 100 Police Hold vehicles; and

(5) Secured outdoor space for at least 175 Police Hold vehicles; and

(6) Within 180 days of the Effective Date of this Agreement Contractor shall provide a covered storage space that holds at least fifty (50) vehicles secured for SFPD investigations at the Primary Storage Facility.

No person shall be allowed access to a Police Hold vehicle or retrieve personal property therefrom without written authorization from the SFPD. If the SFPD designates a Police Hold vehicle as an evidentiary vehicle at the time of the Tow Request, Contractor shall ensure that the towing and storage of the vehicle is conducted in accordance with any standards for handling and preservation of evidence provided to Contractor by the SFPD in writing. Contractor shall maintain the Police Hold areas in a manner which ensures its ability to locate vehicles requested by SFPD within one (1) hour of SFPD's request. Contractor may, from time to time, request training

for Tow Car operators and Employees for the handling of evidentiary vehicles from the SFPD. Contractor shall submit Police Department Procedures to the City describing in detail how it will process Police Hold vehicles to meet service requirements specified in this Agreement. These procedures shall be approved and adopted as part of the Operations Plan, as provided in Section 14 of this Appendix A.

(b) Release

Contractor shall not release or allow parts to be removed from any vehicle towed by the SFPD without a written release authorization from the SFPD. The SFPD will provide to Contractor a standard form to be used for all written release authorizations and a list of individuals authorized to sign vehicle and personal property releases, including exemplars of those individuals' signatures. Contractor may not release a Police Hold vehicle without a release form signed by an authorized individual as designated by the SFPD. Contractor shall inform the Customer that release of a vehicle subject to Police Hold may only be obtained by going to a SFPD station to request that the vehicle be released.

(c) Recovery of Stolen Vehicles

Recovered stolen vehicles may only be released upon presentation of SFPD Form 425 or as otherwise specified by SFPD in writing. Contractor shall cooperate with City in the coordination of electronic information between DMV and City, between City agencies, and between Contractor and City for the purpose of early identification of stolen vehicles and prompt notification of the owner. Procedures for waiver and reimbursement of towing and storage charges for stolen vehicles are described in Section 12.2(a) of this Appendix A.

(d) Reporting

(i) Reports Required

Contractor shall submit to the SFPD a weekly report listing all Investigative Police Hold vehicles that are currently being stored by Contractor in accordance with the requirements of Section 13 of this Appendix A, delivered to the person designated by the SFPD as the inspector in charge of auto investigative holds. Contractor shall issue reports to SFPD personnel designated by the Chief of Police in writing, the Director of DPT or her or his designee, and the DPT Contract Administrator upon occurrence of the following events:

(1) A "300 vehicle warning" notice on each day that the number of Investigative Police Hold vehicles stored by Contractor exceeds 300 vehicles; and

(2) An inventory report of Investigative Police Hold vehicles on each day that the number of Investigative Police Hold vehicles stored by Contractor exceeds 325 vehicles.

(ii) Police Hold Storage Charges

On each day or portion of a day that the Contractor has more than 350 Investigative Police Hold vehicles in storage, Contractor may charge the SFPD a daily Investigative Police Hold storage fee per vehicle, as further described in Section 12.2(b) of this Appendix A.

4.7 Administrative Hold Procedures

(a) Administrative Hold

DPT or the SFPD may designate a vehicle as an Administrative Hold vehicle. Contractor shall identify and track Administrative Police Holds as either "STOP" holds or "Traffic Administration" holds. Vehicles subject to Administrative Hold by the SFPD or the DPT shall not be processed or otherwise treated as Investigative Police Hold vehicles.

(b) Release Restrictions

Administrative Hold vehicles that are impounded in accordance with the provisions of the Vehicle Code, including Administrative Holds resulting from the SFPD's STOP Program, shall not be released until Contractor receives written authorization for the release by the SFPD. Contractor may proceed with the lien sale of the vehicle in accordance with all applicable lien sale requirements, without written SFPD release authorization. SFPD STOP Administrative Hold vehicles must be held for at least thirty (30) days prior to lien sale.

(c) Administrative Hold Reports

Within twenty-four (24) hours of a request from DPT or SFPD, Contractor shall produce a report of DPT and SFPD Administrative Holds that lists the City employee and department requesting the hold for each vehicle subject to Administrative Hold.

5. Customer Service

Contractor shall interact with Customers who contact Contractor for the purpose of retrieving towed vehicles in person, by phone using an interactive telephone answering system ("IVR") and live operators, and by internet. When a Customer makes an inquiry of Contractor by any means of communication, Contractor shall provide the Customer with accurate and timely information regarding their rights with respect to the towed vehicle under this Agreement and all applicable federal, state and local laws and regulations. Contractor shall at a minimum implement the Customer service activities described in this Agreement. All materials created by Contractor which are intended for use by Customers, whether in written, electronic or audio format, shall be made available in Spanish, spoken Cantonese and written Chinese. Contractor shall also make best efforts to provide bilingual staff to assist Customers in the Mandarin, Russian and Vietnamese languages.

5.1 Customer Intake and Processing

(a) Telephone System

Contractor shall establish and maintain one (1) phone line that the City or the public may call for information regarding towed vehicles. This phone line shall be independent of the phone line used for dispatching Tow Requests. Contractor shall make information available to City and Customers through both an automated IVR, as further described in Section 6.3 of this Appendix A, and through live operators as described in Section 5.1(b) below. The automated IVR and call distribution system to live operators must have sufficient lines, instruments, hardware, software, and overflow safeguards to meet the service requirements of this Agreement.

(b) Live Operators

Contractor's telephone operators must be available to respond to calls from the public twenty-four (24) hours per day, 365 days per year. During each monthly reporting period, ninety-five percent (95%) of all phone calls received during Peak Hours must reach a live operator within three (3) minutes of request; the remaining five percent (5%) of Peak Hour phone calls must reach a live operator within ten (10) minutes of request. At all other times, ninety-five percent (95%) of all phone calls must reach a live operator within one (1) minute of request; the remaining five percent (5%) of phone calls must reach a live operator within five (5) minutes of request during the monthly reporting period. No more than two percent (2%) of all callers during a monthly reporting period shall be put on hold during a telephone transaction for more than two (2) minutes.

(c) In-Person Customer Service

(i) Facility

Contractor shall operate a Customer Service Center that is open to the public twenty-four (24) hours a day, 365 day per year. The Customer Service Center shall have equipment that records the time that each Customer enters the waiting area and how long they wait for service at the service window. Contractor shall store this data and summarize it in the Customer Service reports required by subsection 5.1(c)(v). In all cases, a vehicle must be released to a Customer within one (1) hour of the Customer's completion of all payment and documentation requirements for vehicle release.

(ii) Staffing

During Peak Hours, Contractor shall maintain adequate and sufficiently trained staff to simultaneously serve six (6) Customers, including "quick service" window(s), in accordance with the standards set forth in this Agreement. At all times, Contractor shall open an additional service window whenever more than three (3) people are in line or any person has been waiting in line for more than ten (10) minutes. Wait time for Customers shall be no longer than ten (10) minutes unless all six (6) service windows are already open. When more than eight (8) people are waiting in line, Contractor must implement immediate measures to direct and

assist Customers in the lobby area until the line is reduced to six (6) people waiting for service. Contractor shall cross-train all personnel so that window staff are trained to answer telephone calls if they are not assisting a Customer in person and call volumes require additional telephone operators. Telephone operators shall be trained to assist window staff when walk-in wait times exceed ten (10) minutes and windows are available. All Employees of Contractor who have regular, continuous contact with members of the public shall be neat in appearance and courteous to the public.

(iii) Customer Service Representative

Contractor shall provide a Customer Service Representative in addition to the regularly scheduled service window staff and telephone operators. An appropriately trained Customer Service Representative shall be on duty during the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday, excluding City holidays, to assist Customers apart from normal window service, including but not limited to escalated service inquiries, suggestions, Complaints, assistance to disabled Customers and other out-of-the-ordinary Customer needs. The designated Customer Service Representative may assist Customers at a window or assist telephone callers while not occupied with escalated service inquiries, so long as service level requirements for phone and walk-in service as defined in this Section 5 are met.

(iv) Self-Service

Contractor shall provide Customers who use the self-service phone system and the self-service web site access to a special "quick service" window(s) or self-service kiosk(s) for expedited service.

(v) Reports

Contractor shall submit a monthly Customer Service Report that shows window staffing patterns, average wait times for Customers, and number of Customers served by hour.

(d) Customer Service via Internet

Contractor shall create and maintain an internet site that provides general information to the Customer, including the ability to ascertain the status of a specific towed vehicle and to make payments of Mandatory Fees with a credit card. Contractor's internet site shall generally be available twenty-four (24) hours a day, 365 days per year. Internet site maintenance and down-time should be scheduled between the hours of 12:00 a.m. and 6:00 a.m., except as otherwise necessary. City may assess liquidated damages pursuant to Section 15 of this Appendix A for failure to meet these standards; however Contractor may request a waiver of liquidated damages in advance of maintenance that must be performed outside the hours of 12:00 a.m. to 6:00 a.m.. Detailed specifications and requirements for the internet site are set forth in Section 6.4 of this Appendix A.

(e) Customer Service Manual

Within forty-five (45) days of the Effective Date of the Agreement, Contractor shall create a Customer Service Manual for Employees describing the policies and procedures for assisting Customers with vehicles towed under this Agreement. This manual shall be a reference for Contractor staff and subcontractors. The Customer Service Manual shall include, but is not limited to Employee training, guidelines for dissemination of information to the public, specifications for the Customer Service Center, cleanliness and safety standards for all facilities, and procedures for solicitation of feedback from Customers served. The Customer Service Manual shall be approved and adopted as part of the Operations Plan as provided in Section 14 of this Appendix A.

5.2 Complaints and Claims

(a) Claims Procedure

Contractor shall establish a procedure by which persons whose vehicles have been towed and/or stored ("Claimants") may file a Claim against Contractor. Contractor shall respond to all Claims within fourteen (14) days of receipt of Claim, either to accept, deny or request further information for investigation. Contractor shall endeavor to resolve each Claim within ninety (90) days of receipt from Claimant, and shall resolve all Claims within six (6) months unless (i) such Claim is abandoned by the Claimant's failure to respond to Contractor's communication for a period of thirty (30) days, or (ii) the Claim is filed in court. Contractor shall in all cases endeavor to resolve Claims fairly and expeditiously. Contractor shall designate a Claims Manager who shall supervise Contractor's Claims procedures and shall be available during regular business hours to discuss Claims

with Claimants in person or by telephone. Contractor shall maintain records of all Claims filed and of all correspondence with Claimants, denials of Claims, settlement offers and amounts paid on Claims.

(b) Complaint Procedures

Contractor shall establish a procedure by which Customers ("Complainants") may submit Complaints about Contractor's performance of the services under this Agreement. Contractor make available to Customers a Complaint Form, which shall include a self-addressed pre-paid postage envelope. Contractor's Complaint procedure shall allow Complaints to be submitted by mail, fax or internet. Customers shall be able to request a Complaint Form by telephone, fax, in person or by email. Contractor shall record the name, telephone number, and address of each Complainant and the details of each Complaint. Contractor shall respond to all Complaints, regardless of origin of request for service (by mail, phone, in person or by internet) within seven (7) days of receipt of Complaint.

(c) Claims/Complaint Status Reports

Contractor shall submit a monthly Claims/Complaint Status Report that contains the following information:

(1) Claim/Complaint tracking number

(2) Name of Claimant/Complainant

(3) Date Claim/Complaint received

(4) Name of Employee who processed Claim/Complaint

(5) Brief description of Claim/Complaint

(6) Estimated value of Claim, when available

(7) Verified amount of Claim

(8) Status of Claim/Complaint

(9) Average Claim/Complaint resolution time

(10) Brief description of Claim/Complaint resolution

(11) Date of resolution of Claim/Complaint

Contractor shall deliver reports regarding Claims and Complaints to the City in accordance with the reporting requirements of Section 13 of this Appendix A. Contractor also shall retain any supporting documents submitted with a Claim or Complaint in accordance with Record retention requirements of this Agreement. Contractor shall respond to City requests to review Records related to Claims and Complaints within seven (7) days. Contractor shall track Complaints and Claims using both paper forms and electronic records. Using electronic records, Contractor shall provide the City with supplemental, specialized reports regarding any Complaint or Claim upon request within seven (7) days.

(d) Claims/Complaint Processing Plan

Contractor shall provide the City with its Claims/Complaint Processing Plan, along with the form of Complaint and Claim forms to be used under this Agreement, within forty-five (45) days of the Effective Date of this Agreement. This plan shall be approved and adopted as part of the Operations Plan as provided in Section 14 of this Appendix A.

5.3 Dissemination of Information to the Public

(a) Posted Information

The Contractor shall distribute the following information to its towing subcontractors and make available on its internet site and in the Customer Service Center, or in a different location as specified below, that are accessible to the public in a conspicuous location:

(1) Statement that a complete copy of this "Tow Agreement with the City and County of San Francisco" is available for review on the internet (including the URL for the internet site) or may be obtained at the same maximum per-page costs for copies which the City makes available to the public under the Sunshine Ordinance, San Francisco Administrative Code Chapter 67.

(2) A statement of the Customer's rights and obligations pursuant to Vehicle Code § 22852.

(3) Schedules of all current towing, storage and additional charges as established pursuant to this Agreement.

(4) Notice required by Vehicle Code § 22850.3 that any vehicle impounded pursuant to Vehicle Code § 22850 may only be released upon proof of current registration or upon issuance of a notice to appear with proof of correction of the registration violation, at the discretion of the impounding agency.

(5) Notice explaining the right to a post-storage hearing and the procedure by which a post-storage hearing may be requested from DPT, DPH or the SFPD.

(6) Procedures for filing a Claim for damages incurred to the vehicle or contents thereof as a result of the tow or while in storage, and associated Claim forms.

(7) Procedure by which all unclaimed vehicles are sold at public auction, including the location of such auctions, and a statement indicating that all in attendance at such auction shall have an equal opportunity to bid.

(8) List of publications in which such auctions are advertised.

(9) Instructions for bidders interested in attending the public vehicle auctions.

(10) At the Secondary Storage Facility, a preliminary list of all vehicles to be auctioned seven (7) days in advanced of the auction date.

(11) At the Secondary Storage Facility, results of the previous vehicle auction, which must include the list of vehicles by make, model and year and the final sale price.

(12) A list of Tow Car firms that Contractor has evaluated for compliance with industry standards based on maintenance of insurance and permits which are not affiliated with Contractor, along with their contact information, that Customers may contact for towing services.

(b) Translation of Posted Information

Except for items 5.3(a)(10) and 5.3(a)(11) above, information provided at the Customer Service Center shall be available to the public in English, Spanish, and Chinese and up to three other languages that may be designated by the City. For items 5.3(a)(10) and 5.3(a)(11) above, Contractor shall provide a summary sheet in Spanish and Chinese explaining how to read the lists of auctioned vehicles. Specifications for signage or documentation produced, including but not limited to multiple languages required, wording, size of letters, font used and methods of display shall be approved by the City in advance of posting or publication. Contractor shall publish all information listed above on its internet site and distribute it to all of its towing subcontractors.

6. Procedures for Vehicle Recovery

6.1 Form of Payment

(a) In-Person Payments

At the time that a Customer contacts Contractor by telephone, internet or in person, Contractor shall communicate the amount of all Mandatory Fees and any other fees owing as of the date of the contact, and shall collect all Mandatory Fees owing prior to releasing the vehicle to the Customer. Customer Service Center staff

shall be trained in procedures to accept payments when electronic cash registers or Contractor's computer systems are not operational. The following forms of payment shall be valid for Customers making payment in person at the Customer Service Center:

(1) Cash;

(2) Personal checks with valid ID card as proof of identity if verified through check verification service provided by Contractor; and

(3) Credit card (MasterCard, VISA, American Express, and Novus/Discover Card) with a valid ID card as proof of identity; and

(4) Debit/ATM card with a valid ID card as proof of identity.

(b) Phone and Internet Payments

For payment over the phone or the internet, Contractor shall accept at a minimum:

(1) Credit cards (Visa, Mastercard); and

(2) Debit/ATM cards with credit card company affiliations suitable for internet payments.

6.2 Collection of Parking Citation Payments and Related Fees; Deposit

(a) Citation Payments

Contractor shall accept payment of Citations from all Customers at its Customer Service Center, regardless of whether or not the Customer has had a vehicle towed. In order to allow Contractor to accept Citation payments, City shall give Contractor access to its CTMS through the City's WAN. If a Customer wishes to dispute any Citation, Contractor shall refer the Customer to the DPT Citation Division.

(b) Outstanding Fees

At the time that a Customer contacts Contractor regarding payment of fees Contractor shall determine Customer's outstanding Citations and the amount due on each, using DPT's CTMS. If Customer has five (5) or more Delinquent Citations, Customer must pay all Delinquent Citations before Contractor may release the vehicle. If Customer has fewer than five (5) Delinquent Citations, Contractor must inform Customer of the amount of fees due for outstanding Citations and the option to pay outstanding Citation fees through Contractor. If any person wishes to pay outstanding Citation fees that are not yet Delinquent, the Contractor shall accept payment at its Customer Service Center, or by internet or telephone credit card payment. At the time of payment, Contractor shall record Citation payments online in real-time to the CTMS twenty-four (24) hours per day, 365 days per year. Notwithstanding the requirements of this Section 6, Contractor shall not be required to provide information over the internet on outstanding Citation fees, nor shall Contractor be required to accept credit card payments over the internet until such time as Phase 3 of Contractor's internet site is implemented, as described in Section 6.4 herein. Contractor shall not accept payments for Citations that are marked in the CTMS as being under Administrative Review, Hearing, or Project 20. Contractor shall also require payments for boot fees that may have been charged prior to the vehicle being towed and any insufficient funds fees that may have been assessed for prior Citation payments.

(c) Collection Fees for Non-Towed Vehicle Citations

The threshold amount of funds collected daily for Citations associated with vehicles that have not been towed, under which amount Contractor is required to collect Citation fees for non-towed vehicles without any reimbursement credit from City (the "Daily Collection Limit"), is currently set at $5,952 per day, based on the current average parking fine payment of $48.29 per Citation (the "Average Citation Amount"). Should the amount collected by Contractor exceed the Daily Collection Limit amount more than twice within a given calendar month, Contractor shall be entitled to a processing fee in the form of a credit in an amount equivalent to seven and a half percent (7.5%) of the amount received above the Daily Collection Limit, beginning on the

third (3rd) day and continuing on each day within the calendar month that Citation fee collections exceed the Daily Collection Limit. Should the Average Citation Amount increase or decrease by more than one percent (1%), the Daily Collection Limit shall increase or decrease by the same percentage. The Average Citation Amount and the Daily Collection Limit amount shall be reviewed by City and recalculated as necessary at the beginning of each calendar month.

6.3 Interactive Voice Response System

Within sixty (60) days of the Effective Date of the Agreement, Contractor shall provide an interactive voice response system ("IVR") that will answer incoming calls and offer callers a choice of menus with information on towing services. Contractor's proposed telephone answering system, its equipment, functionality and its message content shall be subject to review and approval by the City. At a minimum, the IVR must contain the following features:

(1) Capability for users to obtain general information about the status and location of a vehicle, including Investigative and Administrative Police Hold information

(2) Ability to hear a detailed listing and summarized total of all Mandatory Fees and other fees that have been applied to the vehicle (excluding Delinquent Citations)

(3) Option to pay Mandatory Fees and other fees by credit card and receive instructions for the expedited release of the vehicle from a live operator (excluding Delinquent Citations)

(4) Options for information on Contractor's locations and operating hours

(5) Ability to listen to general information regarding Contractor and City policies and procedures

(6) Information on the weekly lien sale auctions

(7) Option to transfer to a live operator

(8) The IVR must be functional ninety-seven percent (97%) of the time during the hours of 6:00 a.m. to 12:00 a.m. during a monthly reporting period.

Within 180 days of the date that the City provides an Application Programming Interface ("API") that Contractor can use to integrate its TVMS with the City's CTMS, the Contractor's IVR shall provide the following additional capabilities: Contractor's IVR shall communicate in real-time with the TVMS to accept payments for any outstanding fees and optional services available to the public and with the City's Citation processing system to pay any outstanding Citations. The IVR shall advise the Customer of the date range for which the stated fees are applicable, as well as a time limit within which the vehicle must be retrieved without incurring additional storage charges once the fees have been paid. The IVR shall ensure that all fees for five (5) or more Delinquent Citations, boot fees and insufficient funds fees shall be included in the Mandatory Fees required for release of the vehicle presented to the Customer for payment on the IVR. In addition, Contractor must advise the Customer of any other outstanding amount listed in the Citation processing system. Contractor's IVR shall inform Customers of the payment of Mandatory Fees required for release of the vehicle, and shall separately advise of the amounts of any other outstanding fees that may be paid simultaneously through the IVR system. Following integration of the TVMS and CTMS, Contractor shall provide Customers with the ability to make credit card payments for Mandatory Fees through its IVR system.

6.4 Internet Services

Within ninety (90) days of the Effective Date of this Agreement, Contractor shall design and implement an internet site that allows the Customer to access information on towed vehicles, not including outstanding Citation fees or the ability to make credit card payments over the internet ("Phase 2"). In Phase 2, a Customer shall be able to look up vehicle data on the internet site using a minimum of two (2) of the following data look-up fields:

(1) License number

(2) Make

(3) Towed from location (by street name)

(4) Tow date

Within 180 days of the date that the City provides an Application Programming Interface ("API") that Contractor can use to integrate its TVMS with the CTMS, Contractor shall provide the ability for the public to access all information regarding a towed vehicle and all related outstanding fees and charges ("Phase 3"). In Phase 3, Contractor shall provide the capacity on its internet site to make on-line, real-time payments of Mandatory Fees and any other fees for Citations, using a credit card with appropriate security restrictions for payment types accepted. The internet site shall advise the Customer of the date and time range for which the stated fees are applicable, as well as a time limit within which the vehicle must be retrieved once the fees have been paid without incurring additional storage charges. The internet site shall ensure that all fees for five (5) or more Delinquent Citations, boot fees, and insufficient funds fees shall be included in the Mandatory Fees required for release of the vehicle that are presented to the Customer for payment on the internet site. Contractor's internet site shall inform Customers of the payment amount of Mandatory Fees required, and shall separately advise of the amounts of any other outstanding fees that may be voluntarily paid through the internet site. The internet site created to satisfy the requirements of this Section shall meet Department of Telecommunications and Information Services standards for accessibility.

6.5 Vehicle Recovery

(a) Vehicle Location

Contractor's staff in the Customer Service Center and vehicle storage facilities shall be able to identify and locate a towed vehicle in Contractor's possession by using the license number, the VIN, or three (3) or more of the following identifiers: vehicle make and model, vehicle color, date of tow, and location of tow. Contractor's Customer Service Center and vehicle storage facility staff shall use the TVMS to provide information regarding the tow, and shall also be trained in procedures for manual processing of vehicle pick-up requests during times that the TVMS is not operational.

(b) Vehicle Release Procedure

When appearing to recover a towed vehicle, the Customer shall be required to provide evidence that she/he is a person entitled to possession of the vehicle. This shall include, but is not limited to, a key to the vehicle, a letter authorizing the person to pick up the vehicle signed by the registered owner, or a valid photo identification establishing a person's right to claim the vehicle. When Contractor is satisfied that the Customer is entitled to possession of the vehicle, Contractor shall record the identity of the Customer and the number of the photo identification provided by the Customer into the TVMS. After obtaining payment of all fees owing, the Customer shall be issued a tow receipt, with a copy to be signed by the Customer and retained by Contractor, and shall be directed to the Designated Facility where the vehicle is located to meet a Customer service agent. This Customer service agent shall either assist the Customer with the physical retrieval of their vehicle, direct them to the Contractor-provided shuttle, or arrange a pre-paid, one-way taxi ride to the Secondary Storage Facility in order to retrieve their vehicle. Contractor shall require any person who claims the right to possession of a vehicle to show a valid driver's license or to identify a licensed driver before allowing the vehicle to be driven off of the Contractor's facilities and onto the public streets.

(c) Vehicles Not Subject to Release

Contractor shall not release a vehicle that is subject to Police or Administrative Hold without a written authorization for release from the agency that impounded the vehicle. Contractor shall not release a vehicle unless Mandatory Fees have been paid or have been waived as provided in this Agreement. Contractor may not release any vehicle without proof of compliance with vehicle registration laws, which at the time of vehicle intake may be ascertained by visual inspection of registration tags on license plates. Contractor shall be liable

for and hold City harmless from all claims arising out of the improper release of a vehicle, unless such release is caused solely by the negligence of DPT, SFPD, DPH or the DMV.

6.6 Form of Receipt

Contractor shall provide all Customers with a receipt for services rendered. The form of the receipt shall be subject to approval by City. All receipts shall include the following information:

A clear and succinct statement, in a legible text of at least 10-point type, informing the Customer that by law they may protest a vehicle tow, that a hearing to protest any tow must be requested within thirty (30) days from the date of tow, and setting forth current telephone numbers for DPT, DPH and the SFPD for the purpose of requesting a hearing. DPT may require changes to the language or form of such statement printed on Contractor's receipt. In addition, each Customer's receipt shall include the following information:

(1) A complete, itemized schedule of fees and charges, and

(2) Each individual Citation paid, listed by Citation number, the amount paid on that Citation, and the remaining balance due for any outstanding Citation.

6.7 Disclosure of Deficiency Claim at time of Vehicle Title Assignment

Contractor shall provide written notice to Customers who decide to assign the title of their vehicles to Contractor or who abandon their vehicles at Contractor's facilities, informing the Customer that abandoning or signing over title to a vehicle is not sufficient to avoid towing and storage costs in excess of the vehicle's sale price, and that such towing and storage charges in excess of the vehicle's sale price may be subject to collection. Such notice shall include (1) the charges to date, and (2) the Lien Category expressed as the range of potential value of the vehicle. The form of such notice shall be subject to prior approval of the City. Charges may only accrue on a vehicle through the day that title of that vehicle is signed over to the Contractor.

6.8 Invalid Payments

Any costs incurred by or loss to Contractor resulting from the use of checks, counterfeit cash, credit cards, debit cards, or ATM cards, whether received in person, through the IVR or internet, shall be considered a business expense of Contractor and is not billable to the City under any circumstances.

7. Procedures for Lien Sales

7.1 Notification to Registered Owner

Contractor shall make a diligent effort to locate and contact the owner and any lienholder(s) for each impounded vehicle, in accordance with all state and local laws and regulations. Contractor shall request vehicle ownership information from the DMV for all vehicles stored at least seventy-two (72) hours, and shall, whenever ownership information is available, send lien notices to registered owners, lien holders and legal owners identified by the DMV between three (3) and seven (7) days from the date that the vehicle was towed. If Contractor is able to ascertain the identity of the owner of the vehicle and fails to send notice under this section within seven (7) days of the date that the vehicle was towed, Contractor shall waive storage fees for the vehicle for the eighth (8^{th}) day of storage through the lien start date. Contractor shall use an electronic means of communicating its requests for vehicle license and ownership information to, and of receiving responsive information from the DMV. Exceptions to the deadlines for providing prompt notice of storage to vehicle owners pursuant to this Section 7.1 include:

(1) Vehicles subject to Investigative Police Holds. Ownership information for these vehicles should be requested and notices sent within seven (7) days after the hold is released by the SFPD, and storage charges shall begin to accrue as of the date of the release of the hold.

(2) Vehicles identified as NO ID vehicles pursuant to Section 4.5 of this Appendix A which require SFPD inspection. Ownership information for these vehicles should be requested and notices sent within seven (7) days after vehicle identification has been provided by SFPD.

(3) Vehicles with out-of-state license plates for which the DMV does not have ownership information. Lien notices for these vehicles must be sent to DMV in accordance with the requirements of the Vehicle Code.

(4) Other cases of extenuating circumstances as approved by the City.

The form of notice sent to registered owners and lien holders shall be subject to Vehicle Code and DMV requirements and prior approval by City. Lien sale notices shall include a statement that failure to claim a vehicle is not sufficient to avoid towing and storage costs in excess of the vehicle's sale price, and that such towing and storage charges in excess of the vehicle's sale price may be subject to collection.

7.2 Lien Sales

(a) Lien Sale Procedures

Contractor shall comply with all state and local laws and regulations applicable to notice and conduct of lien sales of vehicles, including, but not limited to California Civil Code §§ 3068-3074 and Division 11, Chapter 10, Article 2 of the Vehicle Code (§§ 22650 *et seq.*), and any successor statutes. Contractor shall track lien-related dates, and process the official lien notification paperwork as required for lien sales in the state of California.

Unless City has given prior written approval to suspend a scheduled lien sale ("auction"), Contractor shall conduct lien sales at least weekly for vehicles that have been cleared for sale after the lien process is complete. The day of the week for these auctions is subject to approval by City. City hereby approves Wednesday as a regularly scheduled auction day. Contractor shall submit a Public Auction Plan for the City's review and approval upon the Effective Date of the Agreement. The Public Auction Plan shall be approved and adopted as part of the Operations Plan as provided in Section 14 of this Appendix A.

(b) Pre-Registration

Contractor shall require all persons who desire to purchase vehicles at auction to pre-register. Contractor shall require all registrants to provide photo identification with current address. Contractor shall maintain records of each purchaser's name and address. Contractor may develop lists of auction participants who demonstrate a tendency to purchase and subsequently abandon vehicles purchased at auction, and may prohibit such persons and any other persons who are known to have engaged in illegal conduct or conduct prohibited by this Agreement before, during or after an auction from submitting bids.

7.3 Post-Lien Sale Procedures

(a) Driver's License and Vehicle Registration

Contractor shall require the purchaser of a vehicle or the purchaser's agent to show a valid driver's license before driving the vehicle off of any Designated Facility and onto the public streets. Contractor shall comply with applicable Vehicle Code requirements for the transfer of title, including but not limited to the requirement of filing a notice of transfer of title pursuant to Vehicle Code § 5900. Contractor shall cooperate with City in implementing any program to provide on-site vehicle registration during vehicle auctions.

(b) Deficiency Claims

Following sale of any vehicle for which Contractor wishes to maintain a Deficiency Claim under California Civil Code § 3068.1, after the sale and before attempting collection of the Deficiency Claim Contractor shall send a notice to the registered owner of the amount of the Deficiency Claim, the basis of charges, including the dates and amounts of towing and storage fees, the make, model and license number of the vehicle that is the basis for the claim, and the amount of the debt, including the amount that is offset by money recovered from the sale or salvage of the vehicle. Documentation of any amounts received by Contractor for the sale or salvage of the vehicle shall be included with such notice. In the event that Contractor utilizes a third-party vendor to

provide collection services for these Deficiency Claims, Contractor shall contractually require the third-party vendor to meet the notice requirements of this Section 7.3(b). The form of such notice, whether sent by Contractor or by a third-party vendor, shall be subject to prior approval by City. Contractor waives the right to collect any Deficiency Claim for which it has not complied with the notice requirement of this Section; however Contractor may pursue a Deficiency Claim in spite of a failure to provide adequate notice as required herein if it cures such failure by sending a notice that meets the requirements of this Section within ten (10) days of receiving a written request for documentation of the debt from the vehicle's legal owner, registered owner or the City.

7.4 Disposal of Unsold Vehicles

Contractor shall ensure that Lien 1 and other vehicles not sold at auction are removed from the Secondary Storage Facility at least once per week.

8. Staffing Requirements

8.1 Adequate Staffing

Contractor shall employ adequate numbers of qualified personnel to perform the required services in accordance with the standards specified in this Agreement. The City may require Contractor to hire additional Employees if it reasonably determines that additional Employees are necessary to perform the services required under this Agreement to the specified standards. Criteria to be used in making this determination include but are not limited to any combination of the following:

(1) Tow response times, or

(2) Wait times for walk-in Customers at Customer Service Center, or

(3) Vehicle delivery times to Customers, or

(4) Live operator wait-times for phone Customers, or

(5) Ten percent (10%) change in the number of Complaints, based on monthly Complaint report data, and at least ten (10) more Complaints than the prior month.

8.2 Subcontractors

(a) Subcontractor Designation

Contractor may subcontract with one or more towing service companies for the provision of towing services to Contractor in accordance with the standards of this Agreement. A list of the Contractor's pre-selected and pre-qualified subcontractors shall be submitted upon the Effective Date of this Agreement for City's approval. Consistent with the provisions of Sections 27 and 31 of the Agreement, Contractor shall notify the City in writing prior to deleting or adding any towing subcontractors. Contractor shall provide the City with copies of all subcontractor agreements within five (5) days of the Effective Date of this Agreement and required insurance certificates that identify the Contractor and City as co-insured parties for those subcontractors (not including Worker's Compensation Insurance). Contractor shall also provide copies of subsequent subcontract amendments within five (5) days of any such amendments to its subcontractor agreements.

(b) Subcontractor Compensation

Contractor shall not pay compensation to towing subcontractors based solely on a flat fee per tow. City may require Contractor to change any element of its compensation structure if it results in an undue number of subcontractor complaints or Customer service problems. Upon the Effective Date of this Agreement, Contractor shall submit a Subcontractor Compensation Plan to City for approval as part of the Operations Plan in accordance with the procedures set forth in Appendix A, Section 14.

(c) Subcontractor Performance Standards

Contractor shall define Subcontractor Performance Standards for all Tow Car operators. At a minimum, Performance Standards shall require compliance with all applicable Vehicle Code and San Francisco Police

Code requirements for Tow Car operators and Tow Car firms. Subcontractor Performance Standards shall be provided to the City upon the Effective Date of this Agreement. The Subcontractor Performance Standards shall be approved and adopted as part of the Operations Plan as provided in Appendix A, Section 14. Contractor shall audit compliance with these standards quarterly, beginning on a date no later than one hundred and eighty (180) days from the Effective Date of this Agreement, and shall provide written audit results to the City. Contractor's quarterly audit shall, at a minimum, audit subcontractors for compliance with the requirement to maintain valid licenses and permits. The City reserves the right to require the Contractor to perform more frequent audits. Contractor is responsible for any and all claims arising out of the Contractor's failure to maintain current permits and licenses.

(d) Subcontractor Compliance with Licenses and Permits

Contractor shall maintain current and valid City licenses, permits and proof of insurance necessary to perform the services required for this Agreement. Contractor shall require in its subcontracting agreements that all subcontractors maintain current and valid City licenses, permits, and proof of insurance, including but not limited to Articles 30 (Permits for Tow Car Drivers) and 30.1 (Permits for Tow Car Firms) of the San Francisco Police Code or successor Tow Car or Tow Car firm permitting ordinances, and shall require all subcontractors to demonstrate evidence of such licenses, permits and insurance at the time of executing the subcontracts.

(e) Subcontractor Identifying Equipment and Uniforms

All subcontractor personnel who have regular, continuous contact with members of the public shall be neat in appearance and courteous to the public. Contractor shall ensure that all Tow Cars used by its subcontractors for the provision of towing services shall bear a permanently attached sign stating Contractor's and subcontractor's trade name and telephone number in characters at least two inches high and an identifying number in characters at least three inches high on both sides of the vehicle. Detachable magnetic signs may not be used. Contractor shall include in subcontracts the following uniform requirements for subcontractors:

(1) All Tow Car operators must display photo ID badges at all times when on duty. The form and design of the photo ID badges must be approved by the City.

(2) All Tow Car operators must wear at all times a standard colored shirt with the name of the employee affixed to right or left side of the shirt. The Contractor or subcontractor's company name shall be displayed on the opposite side of the shirt and/or jacket.

8.3 Training

Contractor shall be responsible for all training costs for its Employees. City shall approve all training programs proposed by Contractor in advance of implementation. Contractor shall review the Employee Training Plan with the City annually. Contractor shall submit within ninety (90) days of the Effective Date of the Agreement an Employee Training Plan to the City for review and approval. The Employee Training Plan shall be approved and adopted as part of the Operations Plan as provided in Section 14 of this Appendix A. In approving the Employee Training Plan, City shall give Contractor credit for training provided to Employees during the term of the Emergency Interim Agreement to the extent that it meets the requirements of this Section.

Within thirty (30) days after the Effective Date of the Agreement, Contractor shall have every Employee attend twenty-four (24) hours of professional job training, including customer service training. In addition, Contractor shall conduct a minimum of eight (8) hours of professional customer service training annually for all Employees who perform duties involving significant Customer contact. Contractor shall require certificates of completion for each Employee and shall file these in Employee personnel files with copies sent to the City within five (5) days of completion of training. Contractor shall require in its subcontractor agreements with Tow Car Operators that all Tow Car Operators performing services for Contractor shall participate in one four (4) hour customer service training session annually. Contractor must provide one such four (4) hour training session annually for towing subcontractors at its own expense; however, when additional training sessions for new subcontractor employees are required Contractor may pass the cost of such trainings on to the subcontractors.

8.4 Policy and Procedure Manual

Contractor shall submit within ninety (90) days of the Effective Date of the Agreement a Policy and Procedure Manual to the City for review and approval. The Policy and Procedures Manual shall be approved and adopted as part of the Operations Plan as provided in Section 14 of this Appendix A. Contractor shall require in its subcontracting agreements that all subcontractors shall adhere to Contractor's Policy and Procedures Manual. The Policy and Procedures Manual shall differentiate between the responsibilities of each subcontractor where necessary.

8.5 Staffing Plan

Within forty-five (45) days of the Effective Date of the Agreement, Contractor shall provide a Staffing Plan to meet all service and performance requirements of the Agreement. Contractor's Staffing Plan shall indicate the number of people and positions it will provide to perform the services required in this Agreement. The Plan shall provide the name; title and time allocation (percentage of dedication to the proposed Agreement) for each staff person. The Staffing Plan shall be approved and adopted as part of the Operations Plan as provided in Section 14 of this Appendix A.

8.6 Management Changes

Contractor shall provide written notice for City approval prior to any permanent changes or substitutions of executive or management Employees, for any substitutions longer than six (6) weeks. DPT may request a change in contract personnel or reject any substitution. The Contractor shall notify the City within five (5) days of occurrence any terminations or resignations of Contractor's executive or management Employees.

8.7 On-Call Manager

Contractor shall have a manager with the authority to make decisions regarding Agreement-related issues who shall be available or on-call at all times through the use of mobile phones, pagers, or two-way radios for all operational functions. Contractor shall maintain a list of all of the managers who shall rotate through the on-call schedule ("Contact List"). This Contact List shall provide the names and appropriate contact information (mobile phone and pager numbers) for each of these managers. The on-call manager rotation schedule shall be submitted to the City monthly throughout the term of the Agreement. The City shall be immediately notified of any changes made to the on-call schedule.

8.8 Contract Monitor

(a) Cost of Contract Monitor

Contractor shall reimburse the City on a monthly basis, in advance, for the reasonable costs of a City-appointed Contract Monitor. Contractor must reimburse the City for costs the City has actually incurred relating to the Contract Monitor's work described in this Section. Should the City retain the Contract Monitor for other work, Contractor shall not be required to reimburse the City for costs associated with such other work. City reserves the right to re-assign, reduce the hours of, or replace the Contract Monitor at any time at its sole discretion, although the City recognizes the value in having continuity in the Contract Monitor position.

(b) Duties of Contract Monitor

The Contract Monitor shall review the Contractor's classification of vehicles as Lien 1, Lien 2, or Lien 3 and has the authority to require Contractor to change the classification to protect vehicle owners prior to the Contractor sending the lien notice to the DMV. The Contract Monitor's duties shall include monitoring compliance with the Operations Plan and other duties as specified in a written job description to be provided by City to Contractor. City agrees to give Contractor an opportunity to comment on the job description prior to its adoption by City. In addition, the Contract Monitor is hereby authorized to act as DPT's representative for the purpose of conducting any inspection authorized by Section 11.6 of Appendix A of this Agreement. Contractor shall notify Contract Monitor of the day of regularly scheduled weekly auctions. Contractor also shall notify the Contract Monitor a minimum of three (3) days before any additional auctions will take place. Contractor shall provide the Contract Monitor a report of all vehicles being auctioned, which shall include at a minimum the

vehicle makes, models and the minimum asking price as determined by Contractor. The Contract Monitor has the authority to require Contractor to reduce the minimum bid amounts, if any, prior to the auction.

Contractor shall not accept a bid on any vehicle from any person who has been currently or previously designated by the City during the term of this Agreement as Contract Monitor.

8.9 Vehicle Auctioneer

(a) Cost of Auctioneer

Contractor shall reimburse the City on a monthly basis, in advance, for an independent auctioneer to conduct regular auctions one (1) day per week, and any additional auctions that Contractor may conduct. The auctioneer shall be designated by City, and the City reserves the right to change the individual or service under contract as the vehicle auctioneer at any time at its sole discretion. If at any time during the term of this Agreement City has not designated an auctioneer, Contractor shall contract for the services of an independent auctioneer at Contractor's expense. Whether selected by City or by Contractor, any individual providing auctioneering services shall be replaced at least once per year except with City prior written approval; however, upon Contractor's request and with prior written approval by City, an individual who has already performed auctioneering services may be rotated back after at least one (1) year.

(b) Duties of Auctioneer

Contractor shall notify the auctioneer of the day of regularly scheduled weekly auctions. Contractor also shall notify the auctioneer a minimum of three (3) days before any additional auctions will take place. Contractor shall provide the auctioneer a report of all vehicles being auctioned, which shall include at a minimum the vehicle makes, models, the minimum asking price as determined by Contractor ("Auctioneer Report"). Contractor shall not sell vehicles at auction to any person who has been currently or previously designated by the City during the term of this Agreement as vehicle auctioneer. Any auctioneer who has accepted bids on lien sale vehicles from close family members (defined as any spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, first cousin, or the spouse of any such person), or who conducts an auction in any way that benefits the auctioneer's own financial interests or the financial interests of any close family member as defined herein, shall be immediately disqualified from conducting any future auctions. Contractor shall not be responsible for screening auction participants for improper relationships with the auctioneer, but Contractor must act immediately to dismiss an auctioneer and notify the City if it has actual knowledge of any conduct that is prohibited under this Section.

9. Equipment and Information Services Requirements

9.1 Tow Cars

Contractor shall provide regular and heavy duty Tow Cars staffed with trained operators twenty-four (24) hours a day, 365 days per year, within response time requirements, to perform any type of vehicle removal that is the subject of a Tow Request from any public street or highway or private property within the City in accordance with the requirements of the Vehicle Code and the Traffic Code, including, but not limited to, the following types of tows:

(1) Towing of large and oversize vehicles

(2) Towing from off-road areas

(3) Towing from low-clearance areas and underground garages

(4) Towing of evidentiary vehicles

(5) Towing vehicles involved in collisions

(6) Towing of vehicles with anti-theft locking devices.

All Tow Cars used in the performance of tow services under this Agreement shall be in good mechanical and operating condition and clean on the interior and exterior. Contractor's agreements with subcontractors for towing services must require subcontractors to comply with maintenance and cleanliness standards for Tow Cars and auxiliary equipment set forth on the California Highway Patrol form number 234 "Annual Tow Car Inspection Report" or successor California Highway Patrol form. Contractor shall conduct random inspections of all Tow Cars and Tow Equipment provided by subcontractors at least quarterly, on an inspection schedule that ensures that the entire fleet and all operators are inspected over a twelve (12) month period. Contractor shall require compliance with such random inspections in its subcontracts for towing services. Contractor shall submit all inspection results to the City.

9.2 GPS Tracking Systems for Tow Cars

(a) GPS Equipment

Subcontracts for towing services shall require that all Tow Cars used to provide services under this Agreement be equipped with a global positioning tracking system ("GPS") within ninety (90) days of the Effective Date of this Agreement. The GPS device selected for use in the Tow Cars must allow City to accurately track the location of the Tow Car in accordance with the specifications set forth in Section 15.5(5) of this Appendix A while it is used to provide services under this Agreement. If the selected GPS device does not meet the City's reasonable expectations based on the GPS standards set forth in the RFP, the City reserves the right to require an alternate device be used, including one that is affixed to the Tow Car.

(b) GPS Software

Contractor shall acquire and maintain all necessary software licenses for this GPS tracking system. Contractor shall provide to City, at Contractor's sole cost, access to the GPS tracking system using an internet based interface or client-server application that can operate on the City's WAN. Contractor shall install and configure GPS software, provide training for the use of the software, and support all activities related to the City's use of the GPS tracking system.

9.3 Two-Way Radio Communications Equipment

On the Effective Date of this Agreement, Contractor shall issue a two-way radio to each Tow Car operator that shall be used when direct voice communication is required or as a backup communication method, and to enable digital, hands-free communication between Central Dispatch and the Tow Car. All radio communications between Central Dispatch and a Tow Car shall be monitored by supervisory personnel and recorded (as described in Appendix A, Section 1.3). Contractor shall also issue a minimum of two (2) radios to DPT to be used as an alternative communications method between City dispatchers and Contractor dispatchers. Contractor shall be responsible for all costs associated with two-way radios that are issued to the City; however, Contractor may recover costs for radios distributed to subcontractors from those subcontractors.

9.4 Tow Car Data Terminal

Within 180 days of the Effective Date of this Agreement, Contractor shall send the initial basic information collected on every vehicle towed (field officer requested tows only) by each Tow Car in real-time to the TVMS using a data terminal or other device available in each Tow Car. Contractor shall train Employees and subcontractors on the manual procedure for inputting the initial basic information on towed vehicles if the Tow Car data terminals are not working. When Tow Car data terminals are not working, the information shall be communicated from the Tow Car operators in the field to Central Dispatch via two-way radio communications. This initial communication will create a new record indexed to the unique, system-generated field in the TVMS for every tow provided by Contractor, herein referred to as the "Tow Request ID" for the purpose of this Agreement only; Contractor may use any clearly defined field name in the TVMS. The basic information reported on every towed vehicle must at a minimum, include at least three (3) of any of the data elements from the following list; however City may, by written notice to Contractor, require that the vehicle license plate number be a mandatory data element for the purposes of this Section:

(1) Vehicle license plate number

(2) Vehicle make

(3) Vehicle model

(4) Vehicle color

(5) Location of the tow (street and cross street)

(6) Tow date and time.

9.5 Vehicle Tow Records and CTMS

Within ninety (90) days of agreement by the parties on an interface design and joint project plan, Contractor shall create an interface between its TVMS and the City's CTMS so that records on each towed vehicle are created in the City's CTMS in real-time as the tows occur (field officer requested tows only). In addition, this interface must ensure that agreed-upon updates made by Contractor to a towed vehicle record in the TVMS are updated in the City's CTMS in real-time for any data element that is shared by the CTMS and the TVMS (both dispatch and field officer requested tows). Contractor must provide City with information to update the CTMS with all intake information within one (1) hour of the intake of the vehicle. In any instance in which the CTMS and TVMS have matching information for the vehicle, Contractor must enter all release information into the CTMS within twenty-four (24) hours of release of the vehicle. If the vehicle's identifying information cannot be matched between the CTMS and the TVMS, Contractor shall report the discrepancy to DPT within two (2) business days, excluding weekends and holidays. Contractor shall update the City's CTMS via a "simple screen swipe" method, for the purposes of inserting new tow information (field officer requested tows only) through the interface; however, if Contractor identifies a more efficient, cost effective method which the City approves in writing, Contractor may implement such alternative method at its own cost.

9.6 Electronic Tow Inventory Slips

Within sixty (60) days of the Effective Date of this Agreement, Contractor shall provide electronic storage of all tow slip information in the TVMS system. The tow slips shall be processed and entered into the TVMS system as soon as the vehicle is delivered to one of the Designated Facilities, and never more than eight (8) hours after a vehicle is towed. Contractor shall ensure that City has remote electronic access to the tow inventory slip information at all times. Contractor shall also scan all manually written tow slips and store the tow slip as an electronically scanned image, cross-referenced to the tow record in the TVMS. Contractor shall provide a hotline for technical assistance related to electronic tow inventory slips Monday through Friday from 8:00 a.m. to 6:00 p.m., with pager or mobile phone access during all other hours.

10. Towed Vehicle Management System

Contractor shall maintain detailed electronic records of each tow in its TVMS. The TVMS shall assign a unique, system-generated Tow Request ID to each Tow Request made during the term of this Agreement, All information related to the towing, impoundment, and disposition of any vehicle currently impounded or previously released, sold or disposed of, including references to manually written (paper) tow slips, shall be searchable in the TVMS using the Tow Request ID. This system must be capable of providing to DPT a daily record containing information including the date of the Tow Request, the make, model, license plate number, and VIN of all towed vehicles and the current status of all towed vehicles. Towed vehicle information must be entered into the TVMS within three (3) days of the date of the tow.

For Dispatch Tows, information about vehicles that are dropped or not towed for some other reason shall be recorded in the Contractor's TVMS but Contractor shall not generate any record for the purpose of assessing charges for tows of such vehicles.

10.1 Computer Hardware and Software

Contractor shall at a minimum use Microsoft Windows 2000 Server or newer Microsoft Server software as the operating system of its servers, and Windows XP Professional as the operating system for its desktop computer workstations. The location of the Contractor's data center in which information for the TVMS is hosted must be approved by the City. City hereby approves the location of the data center, at the SBC Data Center in Irvine, California, and at the Customer Service Center, as of the Effective Date of this Agreement.

Contractor shall not under any circumstances maintain the TVMS using proprietary software that prevents data extraction and analyses into any general industry-wide database system protocol, such as Oracle or Microsoft SQL.

Contractor shall provide the following specified hardware for the City's use to connect the City network to the Contractor's network. All the equipment that is installed in the City's data center and required to terminate the secure, point-to-point connection between the City and Contractor networks shall become the property of the City at the expiration or termination of this Agreement.

(a) ***Firewall Configuration***

Cisco (PIX-506E-BUN-K9)

Product	Description	Quantity
PIX-506E-BUN-K9	PIX 506E 3DES/AES Bundle (Chassis, SW, 2 FE Ports, 3DES/AES)	1
CAB-AC	Power Cord, 110V	1
SF-PIX-506-6.3	PIX v6.3 Software for the PIX 506E Chassis	1
PIX-506-SW-3DES	PIX 506E3DES/AES VPN/SSH/SSL encryption license	1
PIX-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Linux, Solaris)	1
CON-OSP-PIX506BN	ONSITE 24x7x4 PIX 506E 3DES/AES Bundle (Chassis, SW, 2)	1

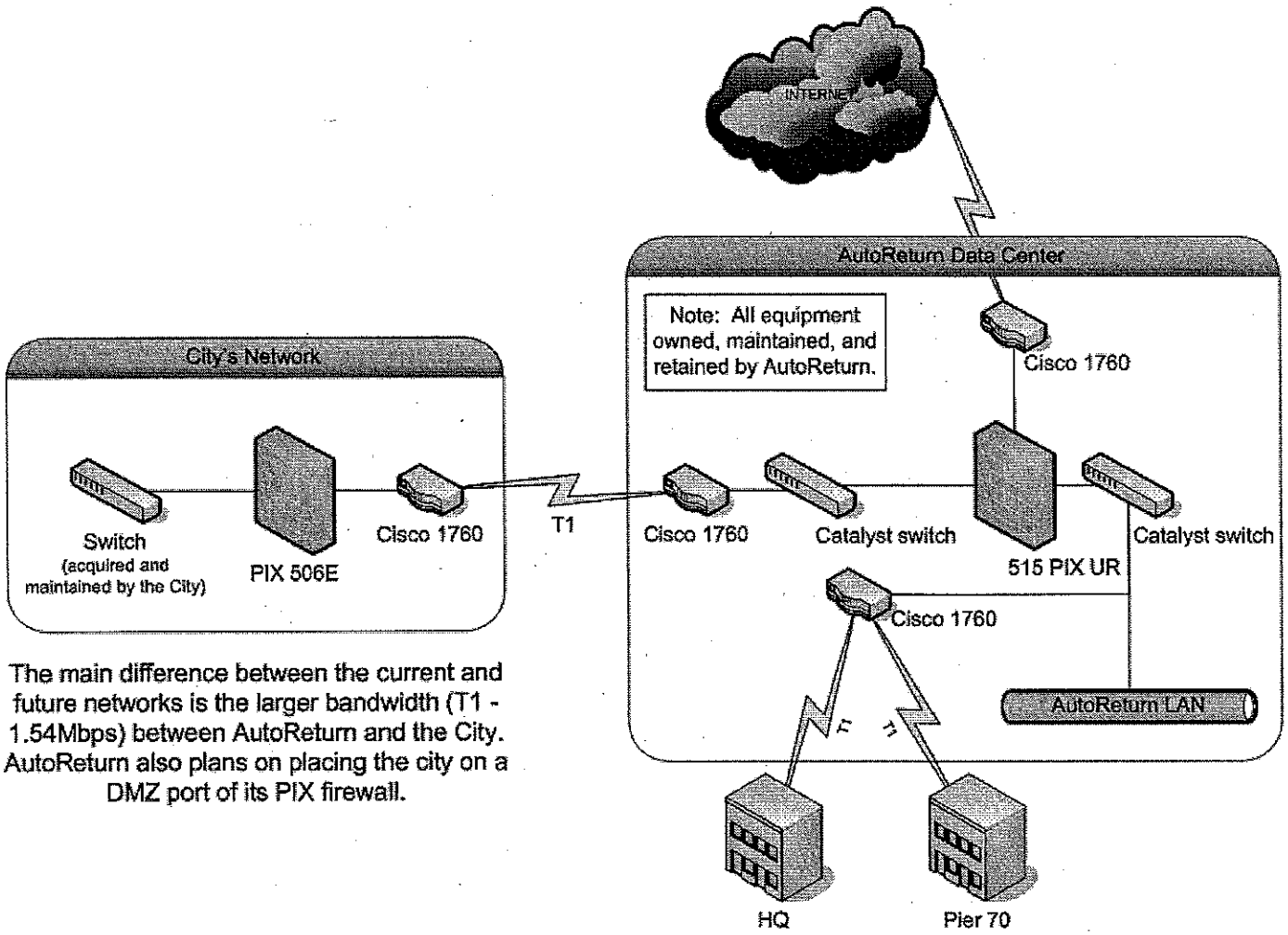
(b) ***Router Configuration***

(CISCO 1760)

Product	Description	Quantity
CISCO1760	10/100 Modular Router w/ 4 slots, 19-in. Chassis, 32F/64D	1
S17B-12215T	Cisco 1700 IOS IP/IPX	1
WIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1
CAB-AC	Power Cord, 110V	1
ROUTER-SDM	Device manager for routers	1
CON-SOP-1760	24x7x4 Onsite Svc, 10/100 Modular Router w/ 2WIC/VIC, 2VICs	1

See Figure 1 for further configuration details.

Figure 1: Overview of Connectivity Between City and Contractor Networks



The main difference between the current and future networks is the larger bandwidth (T1 - 1.54Mbps) between AutoReturn and the City. AutoReturn also plans on placing the city on a DMZ port of its PIX firewall.

10.2 Network Connections

Within thirty (30) days of the Effective Date of the Agreement, or other date approved in writing by City, the Contractor shall provide data lines to connect the following locations to the TVMS:

Contractor Division	Location
Customer Service Center	850 Bryant Street/450 7th Street
Primary Storage Facility	415 7th Street/450 7th Street
Secondary Storage Facility	Pier 70

Note: Alternate sites may be approved by the City.

Contractor shall provide separate T1 Internet data lines that connect the Customer Service Center at 850 Bryant Street and at the 450 7th Street property to the TVMS database server so that if the Customer Service Center located at 850 Bryant Street becomes disabled, the 450 7th Street property can be configured to operate as the Customer Service Center, within a reasonable timeframe. Contractor shall provide data connections to the Primary and Secondary Storage Facilities using frame relay lines operating at a minimum speed of 768KB. Contractor shall install a firewall at the Customer Service Center during the term of Appendix E and at the 450 7th Street property (if security requirements justify this) to ensure the security of the data.

Within thirty (30) days of the Effective Date of this Agreement, or other date approved in writing by City, Contractor shall provide a T1 data line that connects the Customer Service Center with the DPT server headquarters at 25 Van Ness Avenue. This connection will be used to provide a connection to the TVMS for City staff and create a pathway for the TVMS to communicate with the City's CTMS.

Contractor shall provide the following City locations with real-time access to the TVMS within thirty (30) days of the Effective Date of this Agreement:

City Division	Location
DPT Enforcement	505 7th Street
DPT Citation Division	1380 Howard Street
DPT Hearing Division	1380 Howard Street
DPT Administration	25 Van Ness Avenue
SFPD Auto Detail	850 Bryant Street
SFPD STOP Program	850 Bryant Street

For users located at the City locations listed above who cannot connect to the Contractor's system using the data line to 25 Van Ness Avenue, Contractor shall configure a single Virtual Private Network (VPN) utilizing 3DES encryption per location. Remote clients shall be able to connect to Contractor's network through remote VPN client software and DSL Internet connections. Contractor shall bear only the cost of the DSL Internet services and the corresponding DSL modems and/or routers. City shall identify and provide a computer (Windows XP) in each location on which the VPN client software will be installed, for which the DSL Internet service will be established, and for which the access to the TVMS will be provided. The City shall also be responsible for any telecommunications cabling that is required for the DSL connections to be established in each location.

10.3 City Access to TVMS

Contractor shall provide the City with direct, real-time access to the TVMS. Access to the TVMS shall be controlled using sufficient security protocols and procedures to protect the security of the City's network. Contractor shall issue user logins and passwords to authorized City staff members as needed and requested by the City. All costs associated with providing the City with access to the TVMS, including any required hardware and data lines (as described in Sections 10.1 and 10.2), shall be the sole responsibility of the Contractor (except as specified in Sections 10.1 and 10.2).

Contractor shall provide all associated hardware, software, data lines, and maintenance to ensure on-going City access to the TVMS at least ninety-nine percent (99%) of the time during a monthly reporting cycle and shall provide a hotline for technical assistance Monday through Friday from 8:00 a.m. to 6:00 p.m., with pager or mobile phone access during all other hours.

10.4 TVMS Functionality

Contractor shall provide the City with a proposed data model of the TVMS that shows all tables and fields for the City's review and approval within thirty (30) days of the Effective Date of this Agreement. Contractor's proposed data model for the TVMS shall include, at a minimum, the data fields listed in the table below.

Data Element	**Required Field**
Vehicle Information	Make
	Model
	Year
	Color
	Body style
	License number
	License state
	VIN
	Comments added by Customer service representatives from conversations with vehicle owner, lien holder, insurance agent, or any other applicable party
	Date of tow
	Time of tow
	Location of tow - street
	Location of tow - cross street
	Tow Equipment type
	Reason for tow
	Time of arrival at Primary Storage Facility
	Date relocated to Secondary Storage Facility
	Time relocated to Secondary Storage Facility
	Storage location
	Dispatcher ID
	Tow subcontractor ID
	Disposition type (released or sold)
	Date of disposition
	List of vehicle contents at time of tow

Data Element	Required Field
Photograph of Vehicle Condition	Digital photographs of vehicle condition at time of initial arrival at Designated Facility
Vehicle condition	Description of vehicle condition on arrival at Primary Storage Facility
Image of Vehicle Condition	Documentation of damage visible on vehicle at time of tow
Registered Owner Information	Name
	Address
Revenue	Sale revenue
	Salvage revenue
Fees Received	Tow fees
	DPT Administrative Fee
	Storage fees
	Transfer fees
	Lien fee
Lien Information	Date information sent to DMV
	Date of release (release date or sale date)
	Lien Category
	Sale price
	Purchaser name
	Purchaser address
	ID type provided
	ID information
City notification	Time of Tow Request
	Date of Tow Request
	Agency that initiated Tow Request
	Officer badge number, if applicable
Contractor notification	Time that Tow Request was received
	Time that Tow Car arrived on site
Hold information	Field indicating whether vehicle on Hold
	Name and/or badge number of officer who authorized the release for holds requiring written release authorization
	Date of release from hold for holds requiring written release authorization
	Time of release from hold for holds requiring written release authorization

Once City has reviewed the initial data model, it shall request Contractor in writing to make any modifications it considers vital to the system. Contractor shall incorporate the City's comments and resubmit the data model for the City's approval.

10.5 Handheld Devices

Within 180 days of the Effective Date of this Agreement, or other date approved in writing by City, Contractor shall provide handheld devices to be used by its Employees at its Primary and Secondary Storage Facilities. These devices shall provide real-time access to a limited number of specified fields in the TVMS in order to allow Contractor's Employees to query and update data on impounded vehicles in accordance with the standards set forth in Section 15.5(11) of this Appendix A. The fields available for such queries shall include but are not limited to vehicle license number, make, model, color, date of tow, and the Tow Request ID. Contractor's handheld devices shall also be able to scan and read ID tags (bar-code, RFID, etc.) so that the devices can be used for inventory management of towed vehicles stored at the Secondary Storage Facility. Contractor shall propose its recommended handheld device to the City for approval prior to purchase.

Contractor shall, at its sole expense, provide the City with up to three (3) handheld devices (as requested by the City) that are identical to the devices to be used by Contractor's Employees. Contractor shall be responsible for any ongoing license fees, airtime charges, or other related costs to use these devices.

11. Facilities Requirements

11.1 Designated Facilities

Contractor shall use the Designated Facilities for all service requirements of this Agreement, except as otherwise approved in advance in writing by City. The location or relocation of any Designated Facility shall be subject to prior written approval by City. City hereby approves the current location of all Designated Facilities. Contractor may use Designated Facilities for towing and storing vehicles that are not towed or stored at the request of the City with the prior written approval of City and subject to any conditions imposed in such approval. Contractor may allow Employee and vendor parking at Designated Facilities, subject to any limitations set forth in Appendices D and E, so long as it does not interfere with Contractor's performance of towing and impound services to all standards and requirements of this Agreement.

(a) Customer Service Center

The Customer Service Center shall provide a location for Customers recovering vehicles in person to pay for towing and storage charges, Citation fees and penalties, and other applicable fees, and/or to process any documentation required for vehicle release. The Customer Service Center shall be open to the public twenty-four (24) hours per day, 365 days per year. If the Customer Service Center is relocated outside of the Hall of Justice at 850 Bryant Street, Contractor shall provide a security guard in any area open to the public at all times that such facility is open to the public at its sole expense. The Customer Service Center must be located at or near the Primary Storage Facility. City hereby grants Contractor a license to occupy and use the Property at 850 Bryant Street for a Customer Service Center as of the Effective Date of the Agreement during the Term of and so long as the Contractor complies with the terms and conditions of Appendix E.

(b) Primary Storage Facility

(i) Authorized Facility

City hereby grants Contractor a license to occupy and use the Property at 415 7th Street as a Primary Storage Facility as of the Effective Date of the Agreement during the Term of and so long as the Contractor complies with the terms and conditions of Appendix E.

(ii) Vehicle Storage and Retrieval

Contractor must provide a covered area at the Primary Storage Facility where Customers can wait while their vehicle is being retrieved. The Primary Storage Facility shall be open twenty-four (24) hours per day, 365 days per year. Contractor may also use the Caltrans lot at 450 7th Street as a Primary Storage Facility.

(iii) Tows to Primary Storage

Contractor shall take all towed vehicles to the Primary Storage Facility for short-term storage if they are not subject to a Police Hold or are not taken directly to the Secondary Storage Facility. Contractor shall store all towed vehicles at the Primary Storage Facility for twenty-four (24) hours after being towed, unless vehicles are required by this Agreement to be directly towed to the Secondary Storage Facility. Vehicles stored at the Primary Storage Facility shall be moved to the Secondary Storage Facility after the first twenty-four (24) hours, with the exception that, during the term of Appendix E, Contractor may decide to relocate select vehicles to the lot at 450 7th Street for additional short-term storage. Contractor shall not conduct any vehicle maintenance or vehicle parts sales at the Primary Storage Facility, except for maintenance of forklifts or other lot operations equipment.

(c) Secondary Storage Facility

(i) Authorized Facility

City hereby grants Contractor a license to occupy and use the Property at Pier 70 as a Secondary Storage Facility as of the Effective Date of the Agreement during the Term of and so long as the Contractor complies with the terms and conditions of Appendices C and D.

(ii) Vehicle Storage and Retrieval

Contractor shall use the Secondary Storage Facility to store vehicles, including vehicles towed directly to the Secondary Storage Facility and most vehicles which are not picked up by the public within twenty-four (24) hours. Contractor shall conduct vehicle lien sales at this location. This facility shall be open to the public from 8:00 a.m. to 6:00 p.m. Monday through Friday. Outside of operating hours, Contractor shall secure the Secondary Storage Facility using security personnel. Vehicles must be available for retrieval from the Secondary Storage Facility by Contractor's staff twenty-four (24) hours per day, 365 days per year.

(iii) Tows to Secondary Storage

Contractor shall tow all Scofflaw, arrest, accident, Abandoned, recovered stolen vehicles, oversized vehicles, SFPD STOP Administrative Police Hold vehicles, disabled vehicles, dilapidated vehicles and other vehicles as directed by the City directly to the Secondary Storage Facility. The specific policies for whether vehicles are towed to the Primary Storage Facility or directly to the Secondary Storage Facility may be changed at any time subject to City's prior written agreement.

(iv) Facility Management

Contractor agrees to assume all responsibilities for use of storage facilities at Pier 70 in accordance with the License Agreement attached hereto and incorporated by reference as Appendix D, and to be bound by all covenants, terms and conditions of the Port MOU, with the exception of DPT's obligations under Section 2 of the Port MOU, during the term of Appendix D.

Contractor shall manage the Secondary Storage Facilities to meet the following guidelines:

(1) Contractor shall remove vehicles that have been legally cleared for disposal on a weekly basis.

(2) Contractor shall, at a minimum, hold a vehicle lien sale auction once a week.

(3) Vehicles shall be placed in such a way that no more than four (4) vehicles shall need to be moved to clear a passage for any vehicle.

(4) Two (2) feet of clearance space shall be maintained between the sides of all vehicles.

(5) The Secondary Storage Facility personnel shall comply with all municipal, state, and federal codes and safety regulations at all times.

(6) The Secondary Storage Facility shall be clean and maintained at all times.

(7) Facilities shall be screened from public view except for necessary gates, and except for, during the Term of Appendix D, the fence along the waterfront of Parcel B.

(8) Gates shall be at least eight (8) feet high and maintained in good condition.

(9) The parking and storage surface shall be maintained in accordance with all requirements of Appendices B, C and D.

(10) Security systems, including ample lighting and a surveillance system, shall be in place and operational at all times for the entire occupied area.

(11) Contractor shall not permit the public to walk through the lot unescorted by an employee of Contractor.

(d) Central Dispatch

Contractor's Central Dispatch facility shall operate twenty-four (24) hours per day, 365 days per year. City hereby approves any location of Central Dispatch at the Primary Storage Facility or at Contractor's Headquarters Office, so long as Central Dispatch is located within the City and County of San Francisco.

(e) Changes in Facilities

(i) Approval

City may approve relocation of Designated Facilities, including shifting Contractor's operations between existing Designated Facilities, terminating the use of one or more Designated Facilities, or adding new Designated Facilities. Any such relocation or change to Designated Facilities shall require prior written approval of City.

(ii) Service Standards

In the event that City approves the relocation of any Designated Facility, the parties acknowledge that certain response times and maximum charges contemplated by this Agreement may require modification to take into account the changed geographic circumstances of Contractor's operations. Any written approval of a change to the Designated Facilities listed in this Agreement shall include a revised schedule of fees and/or response times to which the parties have agreed as part of the relocation, if necessary.

(iii) Consolidation

The parties anticipate that Contractor will relocate the Customer Service Center and Primary Storage Facility to a single location at the 450 7th Street site ("Consolidation"). Contractor agrees to give City thirty (30) days prior notice of its intent to relocate to 450 7th Street, and the parties shall reach written agreement on any detailed terms required, including termination of the property licenses at 850 Bryant Street and 415 7th Street, in order to implement such Consolidation. Following Consolidation, should City cease to use Contractor for towing services prior to February 28, 2015, the terms for City's continued use of the 450 7th Street property are set forth in Appendix I. If Contractor implements the Consolidation of the Customer Service Center and the Primary Storage Facility, City agrees to terminate Appendix E as of the date that the consolidated facility meets all standards of this Agreement and any terms and conditions agreed upon by the parties for such Consolidation.

11.2 Property Maintenance Requirements

All costs associated with maintenance of Designated Facilities shall be the sole responsibility of the Contractor.

All open areas within the Designated Facilities used for vehicle storage shall be maintained in a clean, secure, neat, and visually presentable manner. Contractor shall not dismantle or crush vehicles or remove vehicle fluids on the any of the facilities to be used in the performance of this Agreement except in compliance with environmental regulations and the applicable requirements of Appendices B, C, D and E. Any removal of fluids from vehicles shall be conducted in a manner that complies with all requirements of this Agreement, and may only be performed by a licensed contractor, and into portable containers that are immediately removed from the facility.

11.3 Facility Security

Contractor shall store vehicles in such a manner as to prevent damage to vehicles and to vehicle contents. Contractor shall provide adequate security at the Designated Facilities to ensure that vehicles and vehicle contents are protected at all times. Upon the Effective Date of the Agreement, Contractor shall maintain a camera-based security system for Designated Facilities at its sole expense which, within ninety (90) days of the Effective Date, shall be viewable by management at DPT. Contractor shall provide to the City a proposed plan for security systems at all Designated Facilities within ninety (90) days of the Effective Date of this Agreement ("Security Plan"). The Security Plan shall be approved and adopted as part of the Operations Plan as provided in Section 14 of this Appendix A. All costs associated with security at Designated Facilities shall be the sole responsibility of Contractor.

11.4 Protection of Vehicle and Contents

Contractor shall provide secure storage for any personal property removed from a vehicle in its possession. Within ninety (90) days of the Effective Date of this Agreement, Contractor shall submit a plan to securely store all personal property in a vehicle, to inventory and secure personal property that is stored outside of the vehicle if it cannot be securely stored inside the vehicle, and to dispose of unclaimed personal property ("Personal Property Plan"). The Personal Property Plan shall be approved as part of the Operations Plan as provided in Section 14 of this Appendix A. Personal property not claimed by the time the associated vehicle is lien sold shall be properly disposed of by any legally authorized disposal method approved by the City. Contractor shall not be responsible for retaining personal property (for the purposes of personal property release as defined in Section 4.3) after the DMV-issued lien sale authorization date (lien sale "clear date").

11.5 Lien Vehicle Storage

All vehicles upon which Contractor issues lien holds shall be stored primarily at the Secondary Storage Facility. All vehicles that are auctioned or sold for dismantling shall be removed from the Designated Facilities within one (1) week after the date of sale.

11.6 Right to Inspect

Any authorized representative of the City has the right to inspect the Designated Facilities at all times for the purpose of evaluating Contractor's performance pursuant to this Agreement. City officials and inspectors shall have the right to conduct periodic site visits, during reasonable business hours, to inspect for permit compliance or to respond to citizens' complaints. City officials and representatives shall have unrestricted access to all of the Designated Facilities subject to permits or licenses to make whatever announced or unannounced visits they deem appropriate.

12. Fees, Payments and Credits

12.1 Payments Due to City

(a) Referral Fee

Contractor shall submit to the City a Referral Fee of $20 per tow, excluding dropped tows as described in Appendix A, Section 4.2. The Referral Fee shall be the same for every type of vehicle, and shall increase each twelve (12) month period on each July 1st by the Consumer Price Index for the San Francisco Region as published by the United States Department of Labor, Bureau of Labor Statistics on January 1. Adjustments will be rounded to the nearest twenty-five cents ($0.25). No Referral Fee shall be paid for:

(1) Vehicles owned by the City under the jurisdiction of the DPT or the SFPD, or any other Courtesy Tow performed pursuant to Section 2.4 of this Appendix A, and

(2) Vehicles for which a waiver of towing, storage, transfer and/or lien fees is issued by DPT, DPH or SFPD.

(b) Percentage Fee

Contractor shall submit to the City a percentage fee of one percent (1%) on annual Gross Revenues from all money collected during the term of this Agreement. This fee shall be initially paid in the fifteenth (15th) month after the Agreement is signed, in the thirteenth (13th) month thereafter for the previous twelve (12) month term, and yearly thereafter.

(c) DPT Administrative Fee

Prior to releasing the vehicle, Contractor shall collect a pass-through DPT Administrative Fee for all vehicles recovered by the vehicle owner.. The amount of the DPT Administrative Fee as of the Effective Date of this Agreement is sixty dollars ($60.00), but is subject to change in accordance with the provisions of Traffic Code § 170.1. No Administrative Fee shall be collected for:

(1) Any vehicle owned by the City under the jurisdiction of the DPT or the SFPD, or any other Courtesy Tow performed pursuant to Section 2.4 of this Appendix A.

(2) Any vehicle for which the Customer produces a written waiver of the DPT Administrative Fee issued by DPT, DPH or the SFPD.

(d) SFPD Traffic Offender Fee

If applicable, when a vehicle is sold at a lien sale and there are funds to satisfy all other fees as defined in Section 12.3(c) of this Appendix A, then Contractor shall pay to the SFPD or into an account designated by the SFPD an SFPD Traffic Offender Fee in an amount set by the San Francisco Police Commission. City and Contractor may agree in writing on a different mechanism for collection of the SFPD Traffic Offender Fee.

(e) Citation Fees

Contractor shall collect payments of Citation fees from Customers with towed vehicles and from members of the public whose vehicles have not been towed, in accordance with all requirements set forth in this Agreement.

(f) Liquidated Damages and Fines

Contractor shall pay to City the amounts of any liquidated damages or fines assessed pursuant to this Appendix A, Section 15 and Appendix D, Section 6.7.

(g) Deposit of Fees Due to City

Except as otherwise specified herein, Contractor shall deposit all funds collected under this Section 12 within twenty-four (24) hours of receipt into an account specified by the City, Monday through Friday, not including weekends and holidays. Any funds with a deadline for deposit which falls on a weekend or a holiday shall be deposited no later than the next business day. All funds due to City under this Section shall be paid by Contractor without prior demand by the City and without any deduction, setoff, or counterclaim whatsoever, except as expressly provided herein. The parties may agree upon alternative procedures for Contractor's payment to City, but any such change must be approved in advance by City in writing.

(h) Payment Shortages

If Contractor fails to collect all amounts due from a Customer, Contractor shall be responsible to reimburse the City for any amounts not collected as required herein, unless the failure is caused solely by the negligence of City or a failure of the CTMS. Contractor shall follow any procedures required by the City to report overages or shortages.

12.2 Credits Due to Contractor

(a) City Waivers

In the event that (i) DPT, DPH or the SFPD determines pursuant to a post-storage hearing as required by Vehicle Code § 22852 that the towing, storage, transfer, lien and/or other fees shall be waived for a vehicle, or (ii) DPT, DPH or the SFPD waives the fees for the towing, storage, transfer and/or lien of a vehicle, or (iii) DPT or the SFPD waives the fees for the towing and storage of a vehicle for one of the reasons enumerated in

§§ 10C.1, 10C.8 or 10C.8-1 of the San Francisco Administrative Code, then no such fees shall be charged by Contractor to the owner or operator of such vehicle. In the event that the owner or operator of a vehicle has paid Contractor for towing, storage, transfer, lien and/or other fees and the City subsequently waives the tow, storage, transfer, lien and/or other fees for that owner or operator, then Contractor shall directly reimburse the owner or operator in full the amounts previously paid to Contractor for such vehicle. When the City waives towing, storage, transfer and/or lien fees as provided for in this section, the City shall pay Contractor only the towing, storage, transfer and/or lien fees that would have been owed by the vehicle owner or operator, and such fees shall not include any DPT Administrative Fees as Contractor might otherwise charge. When the City waives storage fees as provided in this Section, the City shall pay Contractor storage fees for each such vehicle as set forth above for the first three (3) days of storage. There shall be no storage charge for the fourth (4th) through the ninth (9th) days of storage. For the tenth (10th) storage day and all days thereafter, City shall pay Contractor ten dollars ($10.00) per day for the storage of such vehicles. Adjustments and credits and payments due to Contractor as a result of City waivers shall be calculated and submitted to the City through the City's claims process and are to be paid within one (1) month from the date of submission by the Contractor. There shall be no late payment charges or interest assessed against City for late payment.

When DPT or the SFPD orders Contractor to release a vehicle pursuant to Vehicle Code § 22654(e) relating to authorization for moving a vehicle otherwise lawfully parked, City shall pay the cost of the tow and storage charges for a period not to exceed seventy-two (72) hours.

(b) Police Investigative Hold Storage Fee

Contractor shall not charge or receive any fee or other reimbursement or credit from the City for the towing, storage, transfer or lien of any Police Investigative Hold vehicle, except when the number of Police Investigative Hold vehicles in storage on any day exceeds limit of 350 vehicles. SFPD shall pay Contractor a storage fee of ten dollars ($10.00) per day per vehicle in excess of 350 Police Investigative Hold vehicles in storage at Contractor's facilities at any one time. The SFPD will be responsible for these fees and the Contractor shall not deduct any Police Hold storage fees due from any money owed to DPT under this contract. For the purposes of this Section 12.2(b), "Police Investigative Hold" vehicles shall not include NO ID vehicles described in this Appendix A, Section 4.5.

Notwithstanding the foregoing, in the event a vehicle is towed without a Police Investigative Hold and a Police Investigative Hold is subsequently placed on the vehicle, the SFPD shall immediately notify Contractor in writing of the Police Investigative Hold status change. The SFPD shall pay or require the owner or operator of the vehicle to pay the Contractor only the tow, transfer, lien and/or other fees accumulated from the date of tow to the date the Contractor is notified of the Police Investigative Hold by the SFPD and that would otherwise be owed by the vehicle owner or operator, and such fees shall not include any SFPD or DPT Administrative Fees. In addition, the SFPD shall pay or require the owner or operator to pay storage fees for any days from the tow date to the date Contractor is notified of the Police Investigative Hold by the SFPD. For storage amounts paid by the SFPD, storage charges shall be calculated for each such vehicle as set forth above for the first three (3) days of storage. There shall be no storage charge for the fourth (4th) through the ninth (9th) days of storage. For the tenth (10th) storage day and all days thereafter, the SFPD shall pay Contractor ten dollars ($10.00) per day for the storage of such vehicles.

(c) Non-Towed Vehicle Citation Collection Fees

Contractor shall be entitled to a credit for any collection fees due pursuant to Section 6.2(c) of this Appendix A.

(d) Other Offset Allowances

At any time during the Term of this Agreement, City may elect to fund certain property maintenance, construction, improvements, systems development or staffing related to City towing and impoundment operations that are not the responsibility of Contractor under this Agreement ("Projects"). City may require Contractor to implement any such Project and offset actual costs of the Project against funds owed to the City. No Project may be implemented without the prior written approval of the City, and all Project implementation must be in accordance with specifications, maximum costs and all other requirements provided in writing by City. Contractor shall comply with City's direction as to which category of funds collected pursuant to this Section 12 may be used to offset Project costs.

12.3 Charges to Customers

(a) Maximum Towing and Storage Charges

No lien for storage of a towed vehicle may exceed authorized charges for the maximum period of storage allowed by applicable laws, including but not limited to Vehicle Code §§ 22851.6, 22851.3, California Civil Code §§ 3067-3074 and any other applicable statutes enacted during the term of this Agreement. Contractor shall not charge any Customer amounts in excess of the amounts set forth in the Rate Schedule adopted pursuant to this Agreement and attached hereto as Appendix H except in compliance with all requirements of law for changes to such Rate Schedule. Appendix H shall apply to all vehicles handled by Contractor within the City, whether or not the vehicle is towed at the request of DPT, SFPD or DPH or is stored on any Designated Facility.

Towing and storage charges are subject to adjustment annually, on July 1, in direct proportion to the increase or decrease in the "Consumer Price Index for Urban Wage Earners and Clerical Workers", unadjusted data for all items for the twelve (12) months ending April of the current year, as published by the United States Department of Labor, Bureau of Labor Statistics. Adjusted charges will be rounded to the nearest twenty-five cents ($0.25).

In the event storage charges accrue on a vehicle because of Contractor's failure to provide DPT or the SFPD, as applicable, with either an "Unreleased Vehicle Report" (as required in Appendix A, Section 13.2(a)(ii)), a vehicle description or a verification of the VIN, such charges shall be null and void and neither the City nor the owner of said vehicle shall be responsible for those charges.

(b) Vehicle Transfer Fee

If vehicle is not retrieved within twenty-four (24) hours of the tow, Contractor may charge a one-time vehicle transfer fee as set forth in Appendix H to move the vehicle between Designated Facilities, including transfers between the 415 7th Street and 450 7th Street lots. Contractor shall not assess a transfer fee for any vehicle that is towed directly to the Secondary Storage Facility.

(c) Application of Funds Collected

Any funds collected from the lien sale of a vehicle shall be applied first to paying storage, towing and legally authorized lien processing costs, and all remaining funds shall be applied toward payment of 1) Delinquent Citations, 2) the DPT Administrative Fee, and 3) the SFPD Traffic Offender Fee, in that order.

If a vehicle is sold to a scrap dealer or dismantler, the full sale price must be applied to reduce the amount of a potential Deficiency Claim based on towing and storage charges.

12.4 Additional Fees Proposed by Contractor

Except for periodic adjustments provided for in Section 12.3(a) above, Contractor must notify the City in advance of any proposed fee that relates to any services performed under this Agreement or services performed for owners of vehicles towed or buyers of vehicles sold pursuant to this Agreement. All Contractor fees must be approved by the City.

12.5 Monthly Accounting

City and Contractor shall conduct an accounting of payments, reimbursements and credits due under this Agreement at the end of each month. The City shall reduce any payments owed by Contractor to City by the amount of any credits due to Contractor from City. If the payments due to the City are greater than any credit due to the Contractor, DPT shall bill the Contractor for the remaining payment balance owing. Contractor shall remit payment for the balance due within ten (10) days of the billing date. If the payments due to the City are less than the total credits due to the Contractor, City shall either, in City's sole discretion, pay the Contractor for the amount owed or hold over a credit to be applied against the next payment due to the Contractor. Any challenges to the amount owed by Contractor to City in a given month shall be resolved in the next monthly billing. Nothing in this Section 12 waives any rights of City under Section 7 of the Master Agreement.

12.6 Annual Compliance Audit

On or before each anniversary of the date of this Agreement, Contractor shall pay for a compliance audit by the City Controller's City Services Auditor or by a financial consultant approved by the City. The audit shall examine all monies collected by Contractor under the Agreement, review lien sale procedures for compliance with the Agreement and state and local laws, review the lien sale process for compliance with the Agreement and state and local laws, and review Contractor's internal procedures for compliance with all requirements of the Agreement. A certified copy of all compliance audit reports shall be furnished to the DPT and the Controller not more than 120 days following the anniversary of the Effective Date of the Agreement. At the same time as submitting the compliance audit, Contractor shall also provide the City with a copy of any DMV reports or audits of Contractor's practices or performance of its responsibilities under the Agreement for the applicable audit period that are in Contractor's possession. If such DMV reports are not in Contractor's possession, Contractor shall sign a waiver authorizing DMV to release any such reports to the City.

13. Reporting and Records Requirements

13.1 TVMS Records

(a) Records of Transaction

Contractor shall maintain consecutively numbered electronic records of each transaction involving the removal, impoundment, and disposition of all vehicles towed pursuant to this Agreement. Each electronic record shall contain the following information:

(1) Date and time of Tow Request;

(2) Date, time and location of tow and identity of Tow Car operator;

(3) Make, model, year and VIN of vehicle towed;

(4) Name and address of individual to whom vehicle is released or sold;

(5) Inclusive dates of and charges for impoundment; and

(6) Date and manner of vehicle disposition and income received.

(b) Weekly Management Report

Contractor shall provide a weekly Management Report to include the number of Tow Requests, number of Claims filed, number of vehicles sold at lien sales and the number of vehicles returned to the owner during the previous seven (7) day period.

(c) Monthly Management Reports

Contractor shall also provide a monthly Management Report in a form approved by the City. The approved format for each reporting item may include (but is not limited to), standardized reports (in paper or electronic format), utilities to query and download data on a variable periodic basis, or direct access the TVMS querying and reporting capabilities for ad hoc use by the City. The Reports shall include, but shall not be limited to, items such as:

(1) Tow and service response times

(2) Number and type of tows

(3) Information on vehicles retrieved by date and time

(4) Information on vehicles awaiting lien clearance

(5) Information on vehicles lien sold by number of days in storage and Lien Category

(6) Information on vehicles sold to dismantlers

(7) Information on vehicles purchased by the public

(8) Number of vehicles at each Designated Facility

(9) Number of vehicles in storage by reason for tow, by department requesting tow, or by date towed

(10) Monthly listing of all details in the TVMS system for every tow performed that month

(11) Monthly listing of all details in the TVMS system for every car retrieved during the month

(12) Monthly listing of all details in the TVMS system for every car auctioned or sold to dismantler

(13) Report of transfers of vehicles between Designated Facilities.

(d) ***Auction Report***

Contractor shall provide a weekly Auction Report to the City that includes detailed information for all lien sold vehicles. For each vehicle, the Report must include the following information:

(1) Vehicle Identification Number (VIN)

(2) License plate number

(3) Year

(4) Model

(5) Lien Category

(6) Actual sale amount

(7) Purchaser name and address

(8) A detailed description of the distribution of proceeds from vehicle sale

(9) Identify vehicles not sold that are held for future lien sale or for disposal

13.2 Minimum Required Reporting

(a) ***Daily Reports***

(1) Police Hold Report of Police Hold vehicles in excess of 325 vehicles (§ 4.6(d))

(2) Unreleased Vehicle Report

(b) ***Weekly Reports***

(1) Auctioneer Report (§ 8.9(b))

(2) Weekly Management Report (§ 13.1(b))

(3) Auction Report (§ 13.1(d))

(4) Police Hold Report (§ 4.6(d))

(5) Lien 1/Abandoned Vehicle Report

(c) ***Monthly Reports***

(1) Customer Service Report (§ 5.1(c)(v))

(2) Claim/Complaint Status Report (§5.2(c))

(3) Management Contact List (§ 8.7)

(4) Monthly Management Report (§ 13.1(c))

(d) Quarterly Reports

(1) Subcontractor Performance Audit Report (§ 8.2(c))

(e) Additional Reports

City may provide Contractor with a list of any additional required reports. Once the City submits its list of required reports to Contractor, Contractor shall have thirty (30) days to provide the requested reports to the City unless otherwise specified. The City reserves the right to request up to twenty (20) new reports or modifications to existing reports during the term of this Agreement.

13.3 Records Maintenance

This Section 13.3 shall survive termination of this Agreement. Contractor shall maintain digital photos that are not associated with any Claim for a period of two (2) years, except as otherwise agreed by City in writing. Digital photos related to a Claim shall be retained with the Claim file for a period of five (5) years. The retention of audio tapes is governed by Section 1.3(b) of this Appendix A. Contractor shall maintain all other Records generated pursuant to this Agreement for a period of five (5) years following expiration of this Agreement.

Contractor shall respond to requests from City for information regarding services provided under this Agreement within forty-eight (48) hours. If the Records requested are not capable of being produced within that time, the forty-eight (48) hour response shall indicate where the Records are located and when they can be made available for City's review, which shall in no event be longer than fourteen (14) days unless otherwise agreed. Contractor shall respond to requests for Records from City by providing Records in any format in which they are maintained, including but not limited to paper, audio and electronic formats.

14. Operations Plan

14.1 General Provisions

Contractor shall submit the elements of an Operations Plan as listed in Appendix B in accordance with the requirements of this Agreement. The final approved version of any Operations Plan element and any subsequent modifications approved in accordance with this Section shall define service standards for the performance of this Agreement, and are hereby incorporated into this Agreement as Appendix B as though fully set forth herein.

14.2 Approval Process

All elements of the Operations Plan shall be subject to City review and approval. All Operations Plan elements must be initially submitted no later than the deadlines set forth in Appendix B for each Operations Plan element. The deadline for any Operations Plan element described in the Agreement may be extended by written approval of DPT upon the request of and a showing of good cause by Contractor; however, the extension of any deadline for the Operation Plan elements designated in Appendix B as Pier 70 Operation Plan Elements also requires written approval of the Port during the term of Appendix D. City shall have twenty (20) days to review each element submitted, and either approve it as submitted or request revisions. Contractor shall respond to a request for revisions within fifteen (15) days. City will have ten (10) days to either approve the revised Plan element or request further revisions. Contractor and City shall from this point on have five (5) days to either approve the revised Plan element as submitted, submit further requests for revisions or to respond to requests for revisions. Each revision must reflect tracking of document versions, including date and source of revisions, and each

exchange of versions between the parties shall be accompanied by an executed document substantially in the form of Appendix B.

14.3 Line Item Approval

Pending the completion of the approval process of an entire Operations Plan element, Contractor may request line-item approval of certain portions of that Operations Plan element. If City does not respond to such request for line-item approval by Contractor within fourteen (14) days, the request for line-item approval shall be deemed denied.

14.4 Final Operations Plan

When an element of the Operations Plan is accepted by City, the final version of that element must be submitted to City in PDF format. Following City acceptance of Plan elements, the final Operations Plan and any subsequent modifications shall be distributed to all subcontractors.

14.5 Subsequent Modifications to Operations Plan

Contractor shall review the Operations Plan every six (6) months, and shall propose modifications as necessary to any element of the Operations Plan needed to improve service delivery. Modifications to the Operations Plan shall be approved through the process described in this Section 14. Each finally approved Operations Plan modification must identify the document version and date. Any subsequent modification of the Operations Plan shall supercede the prior version and be incorporated into this Agreement by reference when approved in accordance with this Section.

15. Liquidated Damages

15.1 Assessment of Liquidated Damages

Liquidated damages as described in this Section may be imposed by City for violations of the provisions of this Agreement. Failure by City to impose liquidated damages for specified violations shall not be a waiver of the right to enforce this Section, nor shall it constitute a waiver of any other right of City under this Agreement. No single act or omission by Contractor which incurs fines under Section 6.7 of Appendix D may be used as the basis for assessing any liquidated damages under this Section 15. The total amount of liquidated damages that City may collect under this Appendix A, Section 15 shall be limited to three hundred sixty thousand dollars ($360,000) per year. For the purposes of this Section 15, written notice by City of a violation shall constitute enforcement even though the City may not assess liquidated damages at the time of such initial written notice of violation.

15.2 Damages Calculation

All contract violations listed in this Section 15 are subject to the $360,000 per year limit set forth above. In addition, each type of violation which is subject to liquidated damages under this Section 15 is followed by the designation of one of the following categories: [A], [B], [C] or [D], and depending on the category shall be subject to the following definitions and limitations:

[A]: The measure of liquidated damages in this category **[A]** shall be subject to no limitation other than the $360,000 per year limitation stated above.

[B]: Liquidated damages in this category **[B]** may only be enforced within forty-five (45) days of the act or omission which gave rise to the City's right to collect liquidated damages.

[C]: Liquidated damages in this category **[C]** may be assessed for a period of no more than forty-five (45) days for continuing violations.

[D]: Liquidated damages in this category **[D]** may only be assessed for the immediately preceding audit cycle and City must provide Contractor with notice of any violation within sixty (60) days of Contractor's submission of an annual compliance audit pursuant to Appendix A, Section 12.6.

15.3 Staffing

If Contractor fails to comply with the following staffing requirements set out in the Agreement, excluding requirements related to subcontractors, City may collect damages of $250 per occurrence, not to exceed $1,000 per day for each day that the required staff is not on duty, and $250 for each eight (8) hour training session per individual that is not provided as required by the Agreement. Requirements that are subject to this subsection include:

(1) Failure to provide required staffing at Central Dispatch (§ 1.2) **[B]**

(2) Failure to adhere to the window staffing requirements (§ 5.1(iii)) **[B]**

(3) Failure to have a Customer Service Representative on duty during designated hours (§ 5.1(iii)) **[B]**

(4) Failure to comply with the minimum training standards (§ 8.3) **[D]**

(5) Failure of a manager to be available (§ 8.7) **[B]**

15.4 Subcontracting

If Contractor fails to comply with the following requirements for the use of subcontractors as set out in the Agreement, not including equipment and communication requirements related to subcontractors, City may collect damages in the amounts specified below:

(1) Failure to include the requirement that subcontractors hold current Tow Car and Tow Firm permits in subcontracts and to check compliance at the time of executing the subcontract. (§ 8.2(d)): $500 per occurrence **[D]**

(2) Failure to perform quarterly audits of permits and license status of Tow Car operators (§ 8.2(c)): $500 per occurrence **[D]**

(3) Violation of the uniform requirements (§ 8. 2(e)): $100 per occurrence **[B]**

15.5 Equipment

If Contractor fails to comply with the following requirements for Tow Equipment set out in the Agreement, City may collect damages in the amounts specified below:

(1) Failure to provide two (2) dedicated telephone lines for more than an hour in a twenty-four (24) hour period within thirty (30) days of Effective Date of Agreement and every day thereafter (§ 1.3(a)): $500 per day **[B]**

(2) Failure to provide functional recording system and to store recordings for 120 days or longer time as required by City (§ 1.3(b)): $500 per day **[C]**

(3) Failure to provide Tow Cars at site of tow with appropriate equipment (§9.1): $250 per tow **[B]**

(4) Failure to have GPS tracking system in place in accordance with specified time limits and with all required software licenses in place for required GPS functionality (§ 9.2): $500 per day of delay **[B]**

(5) Failure of the GPS to operate ninety-seven percent (97%) of the time during a monthly reporting period (§ 9.2): $500 per occurrence **[D]**

(6) Failure to provide radios (§ 9.3): $150 per reported occurrence **[B]**

(7) Failure to provide the required hardware, software, and data lines to create and store electronic tow inventory slips within ninety (90) days of the Effective Date (§ 9.6): $500 per day for each day of delay **[B]**

(8) Failure to maintain adequate security in accordance with the Security Plan (§ 11.3): $250 per occurrence, as defined in the Security Plan **[D]**

(9) Failure to maintain standards and connections required for computer hardware and software system within specified time limits (§ 10): $500 per day delayed **[B]**

(10) Failure to have handheld device solution in place as required (§ 10.5): $500 per day of delay **[B]**

(11) Failure of the handheld device solution to operate ninety-seven percent (97%) of the time during a monthly reporting period (§ 10.5): $500 per occurrence **[D]**

(12) Failure to have IVR Telephone system in place within sixty (60) days of Effective Date (§ 6.3): $500 per day delay **[B]**

15.6 Response Times

If Contractor fails to comply with the following response times or deadlines set forth in the Agreement City may collect damages in the amounts specified below:

(1) Failure to answer call within six (6) rings (§ 1.2): $150 per call **[B]**

(2) Failure to enter data into tow database within specified time limits ninety percent (90%) of the time (§ 3.1): $500 per audit period in which the ninety percent (90%) goal is not met, plus $250 for each additional percentage point by which Contractor fails to meet the ninety (90%) percent goal **[D]**

(3) Failure to respond to a Scheduled or Dispatch Tow within the designated time requirements, including any approved extension of time (§ 2.1(a)): $100 per occurrence for each twenty (20) minute period or portion thereof but not to exceed $500 per each Tow Request **[B]**

(4) Failure to respond to an Expedited Tow request within the designated time requirements, including any approved City approved time extension (§ 2.2): $500 per occurrence **[B]**

(5) Failure to respond to a request for a Regional Sweep at the agreed upon start time and location (§ 2.3): $100 credit for each twenty (20) minute period or portion thereof, not to exceed $500 per Tow Car operator assigned **[B]**

15.7 Record Keeping and Reporting Requirements

If Contractor fails to meet reporting and record keeping requirements listed below, City may collect damages in the following amounts:

(1) Failure to submit any report required by Section 13 or maintain any record required by this Agreement: $50 per day for each day that the record is not provided or maintained or the required report is overdue, not to exceed $250 per month per report. City agrees to notify Contractor if City becomes aware of any report required by Section 13 of this Appendix A that is overdue. **[B]**

(2) Failure to provide audio records within twenty-four (24) hours of City's request (§ 1.3(b)): $50 per day for each day that the record is not provided. **[C]**

(3) Failure to furnish audit or waiver (authorizing DMV to release audits of Contractor) to the City within specified time limits (§ 12.6): $100 per day **[C]**

(4) Failure to submit copies of subcontractor agreements with required proof of insurance documents within five (5) days of the Effective Date of Agreement, or failure to submit subcontract amendments within five (5) days of any such amendments (§ 8.2(a)): $100 per day per subcontract, up to $3,000 per month for all subcontracts **[D]**

(5) Failure to notify the City prior to additions and deletions of towing subcontractor (§ 8.2(a)): $500 per occurrence **[D]**

(6) Failure to comply with notice requirements for any personnel changes within specified time limits (§ 8.6): $100 per occurrence **[D]**

(7) Failure to notify the Contract Monitor of an auction at least three (3) days prior to any auction, as specified, or to provide said Contract Monitor with the report information requested (§ 8.8(b)) $100 per occurrence **[B]**

(8) Failure to enter a towed vehicle record within three (3) days of the date of the tow (§ 10): $100 per towed vehicle **[A]**

(9) Failure to maintain the functionality of the TVMS ninety-nine percent (99%) of the time during a monthly reporting period as specified (§ 10.3): $500 per monthly reporting period in which the ninety-nine percent (99%) goal is not met, plus $250 for each additional percentage point by which Contractor fails to meet the ninety-nine (99%) percent goal **[B]**

(10) Failure to print and distribute receipts and notices as required by the City or any local, state or federal laws (§§ 6.6, 7.3): $250 per occurrence **[D]**

15.8 Plan Submittals

If Contractor fails to submit any element of the Operations Plan in accordance with the requirements of this Agreement and the deadlines for initial document submittals and revisions set forth in Section 14, Appendix A of this Agreement, City may collect damages of $250 per day for each day that the Operations Plan element is overdue. **[B]**

15.9 Customer Service Standards

If Contractor fails to meet the following Customer service standards as defined in the Agreement City may collect damages in the amounts specified below:

(1) Failure to have functional internet site elements implemented within specified time limits (§ 5.1(d), 6.4): $500 per day delay **[B]**

(2) Failure to keep internet site functional for public and City use at least ninety-seven percent (97%) of the time during a monthly reporting period between the hours of 6:00 a.m. and 12:00 a.m. (§§ 5.1(d), 6.4): $250 per month in which the ninety-seven percent (97%) goal is not met, plus $250 for each additional percentage point by which Contractor fails to meet the ninety-seven percent (97%) goal **[D]**

(3) Failure to accept the specified forms of payment (§ 6.1): $500 per occurrence **[D]**

(4) Failure to accept a payment of Citation fees for vehicles that have not been towed (§ 6.2(c)): $100 per transaction **[D]**

(5) Failure to have information available to the public as required, or as required by any local, state or federal laws (§ 5.3): $250 per posting requirement per day **[B]**

(6) Failure to meet the standards for telephone operator response time (§ 5.1(b)): $100 per occurrence **[B]**

(7) Failure to respond to a Customer Complaint within seven (7) days, or a Customer Claim within fourteen (14) days (§ 5.2): $100 per day for each day delayed **[B]**

(8) Failure to release a vehicle to Customer's possession within one (1) hour of a Customer's compliance with all requirements for vehicle release (§ 5.1(c), 4.4): $100 per occurrence, $50 credit to Customer per hour/fraction of hour of delay, not to exceed $45,000 per audit cycle **[D]**

(9) Failure to provide free shuttle service, one-way taxi fare or vehicle retrieval service (§ 4.4): $250 per occurrence, not to exceed $45,000 per audit cycle **[D]**

(10) Failure to provide hotline service for technical assistance to City. (§§ 9.6, 10.3): $200 per day **[B]**

(11) Failure to have remote electronic access tow inventory slip information available to City for more than one (1) day (§ 9.6): $200 per day **[B]**

(12) At any time following the implementation of the IVR system, failure of the IVR system to function three percent (3%) of the time from 6:00 a.m. to 12:00 a.m. during a monthly reporting period (§ 6.3): $250 per occurrence $250 per month in which the ninety-seven percent (97%) goal is not met, plus $250 for each additional percentage point by which Contractor fails to meet the ninety-seven percent (97%) goal **[D]**

15.10 Vehicle Handling Requirements

If Contractor fails to meet the following vehicle intake or handling requirements set forth in the Agreement City may collect damages in the amounts specified below:

(1) Contractor's failure to drop a vehicle when instructed to do so by the City officer present at the scene of the tow (§ 4.2): $500 per occurrence **[B]**

(2) Failure to provide Courtesy Tow or roadside assistance services to DPT or SFPD vehicles (§ 2.4): $100 per occurrence plus reimbursement of any expense associated with City's procurement of towing or roadside assistance services for vehicles subject to Courtesy Tows **[B]**

(3) Failure to hold a vehicle with Delinquent Citations that have been assessed penalties (§ 6.2(b)): an amount equal to the total amount of Delinquent Citations owed but not collected, plus $100 **[D]**

(4) Failure to visually inspect impounded vehicles and collect or confirm VIN within specified deadlines (§ 3.3(a)): $500 per occurrence, not to exceed $45,000 per audit cycle **[D]**

(5) Failure to notify the SFPD within specified time limits of any impounded vehicles in its possession where the license plate and the VIN do not match (§ 3.3(a)): $500 per occurrence **[D]**

(6) Failure to hold weekly lien sale auctions (§ 7.2): $1,000 per occurrence **[B]**

(7) If Contractor releases, sells or disposes of any vehicle in violation of the requirements of the Vehicle Code, or otherwise loses possession of or is unable to locate within its possession a vehicle that it has towed under this Agreement and if City directs Contractor to resolve a Claim after sixty (60) days by paying blue book value of the vehicle to the owner (§ 4.1): $1,000 per occurrence **[A]**

(8) Failure to provide City with information to update CTMS with information on intake or release of vehicles within specified time limits (§9.5): $150 per day that release information is not provided, and $20 for each one (1) hour period that intake information is not provided, not to exceed $100 per towed vehicle, not to exceed $45,000 per year **[B]**

(9) Failure to maintain accurate personal property inventory in accordance with Personal Property Plan (§ 11.4): $250 per occurrence as defined in the Personal Property Plan, not to exceed $45,000 per audit cycle **[D]**

(10) Failure to provide adequate security for personal property removed from towed vehicle (§ 11.4): $500 per occurrence as defined in the Personal Property Plan **[D]**

(11) Failure to provide secured Police Hold storage facility as specified (§ 4.6(a)): $1000 per day **[A]**

(12) Failure to remove vehicle from Secondary Storage Facility within one (1) week of sale (§ 11.5): current daily storage fee per vehicle per day **[B]**

15.11 Financial Obligations

If Contractor fails to meet the following financial obligations set forth in the Agreement City may collect damages in the amounts specified below:

(1) Failure to reimburse the City within five (5) days of the due date for the cost of the Contract Monitor (§ 8.8): $50 per day **[B]**

(2) Failure to reimburse the City within five (5) days of the due date for the cost of a City-appointed vehicle auctioneer (§ 8.9): $50 per day **[B]**

(3) Failure to deposit Referral Fee within specified time limits (§ 12.1(a), § 12.1(g)): $100 per day of delay in depositing fee **[B]**

(4) Failure to deposit percentage fee within specified time limits (§ 12.1(b)): $100 per day of delay in depositing fee, beginning on the fifteenth (15^{th}) month after the Effective Date of the Agreement **[B]**

(5) Failure to deposit DPT Administrative Fee within specified time limits (§ 12.1(c), § 12.1(g): $100 per day of delay in depositing fee **[B]**

(6) Failure to pay balance due within ten (10) days of receiving bill from City (§ 12.5): $100 for each day of delay in paying billed amount **[B]**

(7) Failure to collect any Mandatory Fee due to internet site or IVR system errors (§§ 6.3, 6.4): amount of uncollected Mandatory Fees due to the City which have not been assessed as liquidated damages pursuant to another subsection of this Section 15 **[D]**

(8) Failure to deposit all or any part of collected funds not identified in any other paragraph of this Section 15.11 within specified time limits (§12.1(g)): $500 per day delayed **[B]**

(9) Failure to maintain minimum balance in Claims Fund (Master Agreement § 12.4): $500 per day that balance is below minimum requirement **[D]**

(10) Failure to maintain minimum balance in Maintenance Deposit (Master Agreement § 12.3): ten percent (10%) APR or the maximum allowed by California law, whichever is greater, per day that balance is below minimum requirement, paid on the deficiency **[D]**

Exhibit 3
List of Holdover Vehicles

Vehicle ID	Account	TR #	Hold	Status	License	Make
1726957	SFPDX	20160327A0050	BAYVIEW	STORED	[redacted]	INFINITI
1726367	SFPDX	20160326A0039	HOMICIDE	STORED	[redacted]	HYUNDAI
1725316	SFPDX	20160325A0008	INGLESIDE	STORED	[redacted]	FORD
1724999	SFPDX	20160324A0060	HOMICIDE	STORED	[redacted]	HYUNDAI
1722757	SFPDX	20160322A0001	MISSION	STORED	[redacted]	KIA
1719509	SFPDX	20160317A0042	GTF	STORED	[redacted]	MERCEDES
1719393	SFDPTX	20160317A0032	AR MGMT	STORED	[redacted]	DODGE
1715178	SFPDX	20160314A0103	GTF	STORED	[redacted]	FORD
1713915	SFPDX	20160313A0006	TCIU	STORED	[redacted]	DODGE
1711169	SFPDX	20160309A0053	BAYVIEW	STORED	[redacted]	SUBARU
1704788	SFDPTX	20160301A0028		STORED	[redacted]	MERCEDES
1701530	SFPDX	20160225A0066	SEX CRIMES	STORED	[redacted]	HYUNDAI
1686774	SFDPTX	20160205A0090		STORED	[redacted]	VOLKSWAGEN
1686458	SFPDX	20160205A0024	BAYVIEW	STORED	[redacted]	NISSAN
1682588	SFPDX	20160131A0001	SOUTHERN	STORED	[redacted]	MERCURY
1680394	SFPDX	20160128A0014	SEX CRIMES	STORED	[redacted]	DODGE
1673233	SFPDX	20160119A0003	HOMICIDE	STORED	[redacted]	NISSAN
1666793	SFPDX	20160110A0008	HOMICIDE	STORED	[redacted]	INFINITI
1665987	SFPDX	20160108A0068	TCIU	STORED	[redacted]	HONDA
1663288	SFDPTX	20160105A0032	AR MGMT	STORED	[redacted]	ISUZU
1659068	SFPDX	20151229A0046		STORED	[redacted]	INFINITI
1657331	SFPDX	20151226A0043	MISSION	STORED	[redacted]	HYUNDAI
1651533	SFPDX	20151217A0030	HOMICIDE	STORED	[redacted]	FORD
1649061	SFPDX	20151214A0042	TCIU	STORED	[redacted]	TOYOTA
1643933	SFPDX	20151207A0087	GTF	STORED	[redacted]	PONTIAC
1643067	SFPDX	20151206A0056		STORED	[redacted]	VOLKSWAGEN
1640001	SFPDX	20151202A0043	BAYVIEW	STORED	[redacted]	ACURA
1639303	SFPDX	20151201A0060	BAYVIEW	STORED	[redacted]	DODGE
1637724	SFPDX	20151129A0009	IAD	STORED	[redacted]	DODGE
1633485	SFPDX	20151121A0070		STORED	[redacted]	CHEVROLET
1633388	SFPDX	20151121A0054	TCIU	STORED	[redacted]	MAZDA
1632824	SFPDX	20151120A0079	HOMICIDE	STORED	[redacted]	HONDA
1632811	SFPDX	20151120A0077	HOMICIDE	STORED	[redacted]	HONDA
1627936	SFPDX	20151113A0083	TCIU	STORED	[redacted]	HARLEY - DAVIDSON
1624936	SFPDX	20151109A0050	SOUTHERN	STORED	[redacted]	FORD
1621416	SFDPTX	20151104M0021	OPPOSITION	STORED	[redacted]	HONDA
1618865	SFPDX	20151031A0054	TARAVAL	STORED	[redacted]	INFINITI
1618363	SFPDX	20151030A0084	HOMICIDE	STORED	[redacted]	NISSAN
1612628	SFDPTX	20151022M0034	OPPOSITION	STORED	[redacted]	CHEVROLET
1608948	SFPDX	20151017A0019	TCIU	STORED	[redacted]	MAZDA
1599997	SFPDX	20151005A0004	NIV	STORED	[redacted]	BMW
1596732	SFPDX	20150930A0043	TCIU	STORED	[redacted]	FORD
1596321	SFPDX	20150930A0004	HOMICIDE	STORED	[redacted]	LEXUS
1595457	SFPDX	20150929A0002	NIV	STORED	[redacted]	BMW
1595338	SFPDX	20150928A0104		STORED	[redacted]	ACURA
1593229	SFPDX	20150925A0035	TCIU	STORED	[redacted]	PONTIAC
1592344	SFPDX	20150924M0026	GTF	STORED	[redacted]	HYUNDAI
1590585	SFPDX	20150922A0009	BAYVIEW	STORED	[redacted]	MERCURY

1586552	SFPDX	20150915M0030	GTF	STORED	[redacted]	JEEP
1586114	SFPDX	20150914A0078	GTF	STORED	[redacted]	LEXUS
1579286	SFDPTX	20150902M0021	OPPOSITION	STORED	[redacted]	ACURA
1576273	SFPDX	20150827A0027	HOMICIDE	STORED	[redacted]	CHEVROLET
1575247	SFPDX	20150825A0043	NIV	STORED	[redacted]	CADILLAC
1571163	SFPDX	20150817A0072	OPPOSITION	STORED	[redacted]	OTHER-NOT IN LIST
1562049	SFPDX	20150730A0052	HOMICIDE	STORED	[redacted]	GMC
1561856	SFPDX	20150730A0023	HOMICIDE	STORED	[redacted]	HONDA
1561529	SFPDX	20150729A0048	TCIU	STORED	[redacted]	MERCURY
1560735	SFDPTX	20150728M0026	OPPOSITION	STORED	[redacted]	CHEVROLET
1560949	SFPDX	20150728A0052	INGLESIDE	STORED	[redacted]	CHEVROLET
1560390	SFPDX	20150727A0043	NIV	STORED	[redacted]	BMW
1555861	SFPDX	20150718A0030	SEX CRIMES	STORED	[redacted]	SUZUKI
1547753	SFPDX	20150701A0073	TCIU	STORED	[redacted]	DUCATI
1540889	SFDPTX	20150617A0068	DMV	STORED	[redacted]	DODGE
1540257	SFPDX	20150616A0067	TCIU	STORED	[redacted]	LEXUS
1533325	SFPDX	20150603A0007	BAYVIEW	STORED	[redacted]	HONDA
1532606	SFPDX	20150601A0067	BAYVIEW	STORED	[redacted]	CHRYSLER
1532609	SFPDX	20150601A0066	BAYVIEW	STORED	[redacted]	CADILLAC
1528745	SFPDX	20150525A0003	INGLESIDE	STORED	[redacted]	HONDA
1528529	SFPDX	20150524A0023	HOMICIDE	STORED	[redacted]	INFINITI
1528286	SFPDX	20150523A0061	HOMICIDE	STORED	[redacted]	NISSAN
1525226	SFPDX	20150517A0068	SEX CRIMES	STORED	[redacted]	LEXUS
1521730	SFPDX	20150511A0003	TCIU	STORED	[redacted]	SUBARU
1521162	SFPDX	20150509A0035	INGLESIDE	STORED	[redacted]	MAZDA
1519071	AR	20150505M0037		STORED	[redacted]	NISSAN
1517672	SFPDX	20150502A0027	HOMICIDE	STORED	[redacted]	FORD
1507342	SFPDX	20150411A0005	HOMICIDE	STORED	[redacted]	TOYOTA
1507082	SFPDX	20150410A0047	HOMICIDE	STORED	[redacted]	FORD
1492244	SFPDX	20150311A0002	HOMICIDE	STORED	[redacted]	DODGE
1491389	SFPDX	20150309A0047	HOMICIDE	STORED	[redacted]	CHEVROLET
1487201	SFPDX	20150228A0055	OPPOSITION	STORED	[redacted]	FORD
1486633	SFPDX	20150227A0031	INGLESIDE	STORED	[redacted]	BMW
1486177	SFPDX	20150226A0043	OPPOSITION	STORED	[redacted]	CHEVROLET
1476002	SFPDX	20150205A0015	HOMICIDE	STORED	[redacted]	TOYOTA
1471922	SFPDX	20150128A0003	INGLESIDE	STORED	[redacted]	INFINITI
1471720	SFPDX	20150127A0050	INGLESIDE	STORED	[redacted]	ACURA
1471681	SFPDX	20150127A0044	INGLESIDE	STORED	[redacted]	LEXUS
1468443	SFPDX	20150120A0094	HOMICIDE	STORED	[redacted]	NISSAN
1466343	SFDPTX	20150116M0023	OPPOSITION	STORED	[redacted]	BMW
1465018	SFPDX	20150113A0065	HOMICIDE	STORED	[redacted]	HYUNDAI
1463374	SFPDX	20150110A0001	HOMICIDE	STORED	[redacted]	HONDA
1461060	SFPDX	20150105A0074	TCIU	STORED	[redacted]	FORD
1460945	SFPDX	20150105A0058	INGLESIDE	STORED	[redacted]	TOYOTA
1453498	SFPDX	20141217A0070	DVRU	STORED	[redacted]	INFINITI
1448271	SFPDX	20141207A0006	HOMICIDE	STORED	[redacted]	LEXUS
1446365	SFPDX	20141203A0030	HOMICIDE	STORED	[redacted]	ACURA
1445783	SFPDX	20141202A0025	HOMICIDE	STORED	[redacted]	AUDI
1445027	SFDPTX	20141201M0006	DMV	STORED	[redacted]	FORD
1439177	SFDPTX	20141117M0032	OPPOSITION	STORED	[redacted]	DODGE
1438313	SFPDX	20141114A0095	OPPOSITION	STORED	[redacted]	TOYOTA
1437914	SFPDX	20141114A0037	HOMICIDE	STORED	[redacted]	DODGE
1434399	SFDPTX	20141107M0032	OPPOSITION	STORED	[redacted]	BMW
1434183	SFPDX	20141106A0090	HOMICIDE	STORED	[redacted]	MERCEDES
1433322	SFPDX	20141105A0029	OPPOSITION	STORED	[redacted]	HONDA

1432413	SFPDX	20141103A0086	OPPOSITION	STORED	[redacted]	MAZDA
1431475	SFPDX	20141101A0050	HOMICIDE	STORED	[redacted]	ACURA
1422198	SFPDX	20141014A0003	TCIU	STORED	[redacted]	JEEP
1418101	SFPDX	20141005A0052	HOMICIDE	STORED	[redacted]	LEXUS
1418100	SFPDX	20141005A0051	HOMICIDE	STORED	[redacted]	FORD
1412466	SFDPTX	20140924M0039	OPPOSITION	STORED	[redacted]	GEO
1409000	SFDPTX	20140917M0025	OPPOSITION	STORED	[redacted]	FORD
1400594	SFPDX	20140831A0029	OPPOSITION	STORED	[redacted]	HONDA
1399544	SFPDX	20140829A0008	SEX CRIMES	STORED	[redacted]	GMC
1390278	SFPDX	20140810A0078	HOMICIDE	STORED	[redacted]	HONDA
1390276	SFPDX	20140810A0077	HOMICIDE	STORED	[redacted]	HONDA
1383745	SFPDX	20140729A0003	TCIU	STORED	[redacted]	DODGE
1381411	SFPDX	20140724A0004	HOMICIDE	STORED	[redacted]	HONDA
1380337	SFPDX	20140722A0008	HOMICIDE	STORED	[redacted]	BUICK
1379123	SFPDX	20140719A0025	OPPOSITION	STORED	[redacted]	SATURN
1373152	SFPDX	20140707A0047	HOMICIDE	STORED	[redacted]	DODGE
1371369	SFDPTX	20140703A0040	OPPOSITION	STORED	[redacted]	BMW
1362042	SFPDX	20140615A0003	HOMICIDE	STORED	[redacted]	LEXUS
1361041	SFPDX	20140613A0004	ARSON	STORED	[redacted]	HONDA
1353916	SFDPTX	20140530M0016	OPPOSITION	STORED	[redacted]	HONDA
1344818	SFPDX	20140513A0023	TCIU	STORED	[redacted]	PONTIAC
1341825	SFPDX	20140506A0052	SEX CRIMES	STORED	[redacted]	CADILLAC
1340297	SFPDX	20140503A0004	TCIU	STORED	[redacted]	TOYOTA
1340296	SFPDX	20140503A0003	TCIU	STORED	[redacted]	INFINITI
1339538	SFPDX	20140501A0065	OPPOSITION	STORED	[redacted]	ACURA
1333496	SFPDX	20140419A0002	TCIU	STORED	[redacted]	ACURA
1332887	SFPDX	20140417A0048	MISSION	STORED	[redacted]	TOYOTA
1321842	SFDPTX	20140325A0045	OPPOSITION	STORED	[redacted]	VOLKSWAGEN
1318784	SFPDX	20140319A0016	HOMICIDE	STORED	[redacted]	KIA
1316036	SFPDX	20140313A0018	MISSION	STORED	[redacted]	ITASCA
1314737	SFPDX	20140310A0054	HOMICIDE	STORED	[redacted]	NISSAN
1297896	SFPDX	20140204A0044	HOMICIDE	STORED	[redacted]	SAAB
1297884	SFPDX	20140204A0040	TCIU	STORED	[redacted]	TOYOTA
1281534	SFPDX	20131231A0070	TCIU	STORED	[redacted]	HONDA
1274623	SFPDX	20131215A0023	OPPOSITION	STORED	[redacted]	BMW
1271290	SFPDX	20131208A0060	OPPOSITION	STORED	[redacted]	JEEP
1267768	SFPDX	20131201A0037	HOMICIDE	STORED	[redacted]	KIA
1266246	SFPDX	20131126A0055		STORED	[redacted]	FORD
1261737	SFPDX	20131117A0007	HOMICIDE	STORED	[redacted]	PONTIAC
1256671	SFPDX	20131106A0008	HOMICIDE	STORED	[redacted]	TOYOTA
1246900	SFPDX	20131017A0031	HOMICIDE	STORED	[redacted]	HYUNDAI
1237449	SFPDX	20130927A0034	TCIU	STORED	[redacted]	MERCEDES
1237456	SFPDX	20130927A0032	TCIU	STORED	[redacted]	CHEVROLET
1236123	SFPDX	20130925A0003	HOMICIDE	STORED	[redacted]	NISSAN
1224866	SFPDX	20130902A0018	OPPOSITION	STORED	[redacted]	CHEVROLET
1220977	SFPDX	20130824A0075	HOMICIDE	STORED	[redacted]	NISSAN
1220598	SFPDX	20130823A0065	HOMICIDE	STORED	[redacted]	NISSAN
1213895	SFDPTX	20130813M0097	OPPOSITION	STORED	[redacted]	KAWASAKI
1200766	SFPDX	20130713A0020	HOMICIDE	STORED	[redacted]	OLDSMOBILE
1193061	SFPDX	20130624A0036	HOMICIDE	STORED	[redacted]	FORD
1192825	SFPDX	20130623A0031	BAYVIEW	STORED	[redacted]	FORD
1185838	SFPDX	20130530A0026	HOMICIDE	STORED	[redacted]	VOLVO
1178714	SFPDX	20130505A0047	GTF	STORED	[redacted]	CHRYSLER
1175658	SFPDX	20130424A0052	HOMICIDE	STORED	[redacted]	TOYOTA
1169604	SFPDX	20130403M0018	HOMICIDE	STORED	[redacted]	TOYOTA

1168888	SFPDX	20130331A0033	OPPOSITION	STORED	[redacted]	FORD
1166220	SFDPTX	20130321M0022	OPPOSITION	STORED	[redacted]	NISSAN
1165497	SFPDX	20130318A0051	HOMICIDE	STORED	[redacted]	ACURA
1157124	SFPDX	20130215A0001	HOMICIDE	STORED	[redacted]	LINCOLN
1145679	SFPDX	20130103A0003	SEX CRIMES	STORED	[redacted]	TOYOTA
1145306	SFPDX	20130101A0026	HOMICIDE	STORED	[redacted]	CHEVROLET
1145305	SFPDX	20130101A0025	HOMICIDE	STORED	[redacted]	TOYOTA
1143042	SFPDX	20121221A0043	HOMICIDE	STORED	[redacted]	CHEVROLET
1142837	SFPDX	20121220A0060	OPPOSITION	STORED	[redacted]	HONDA
1140943	SFPDX	20121213M0127	HOMICIDE	STORED	[redacted]	CHEVROLET
1139881	SFPDX	20121210A0059	HOMICIDE	STORED	[redacted]	GMC
1139876	SFPDX	20121210A0058	HOMICIDE	STORED	[redacted]	CHEVROLET
1127893	SFPDX	20121025A0068	HOMICIDE	STORED	[redacted]	GMC
1122177	SFPDX	20121007A0011	HOMICIDE	STORED	[redacted]	MERCEDES
1112466	SFDPTX	20120904A0033	OPPOSITION	STORED	[redacted]	DODGE
1110231	SFPDX	20120827A0006	NIV	STORED	[redacted]	JEEP
1105658	SFPDX	20120811A0078	TCIU	STORED	[redacted]	DODGE
1102068	SFPDX	20120730A0074	DMV	STORED	[redacted]	KAWASAKI
1097446	SFPDX	20120714A0073	HOMICIDE	STORED	[redacted]	PONTIAC
1094577	SFPDX	20120704A0023	DMV	STORED	[redacted]	FORD
1088783	SFPDX	20120614A0001	HOMICIDE	STORED	[redacted]	LEXUS
1087460	SFPDX	20120609A0017	HOMICIDE	STORED	[redacted]	LINCOLN
1085795	SFPDX	20120604A0008	HOMICIDE	STORED	[redacted]	TOYOTA
1072801	SFPDX	20120420A0073	DMV	STORED	[redacted]	SUZUKI
1065072	SFPDX	20120324A0021	HOMICIDE	STORED	[redacted]	MITSUBISHI
1064608	SFPDX	20120322A0041	TCIU	STORED	[redacted]	DODGE
1062701	SFDPTX	20120316M0008	OPPOSITION	STORED	[redacted]	CHRYSLER
1060941	SFPDX	20120309A0101	HOMICIDE	STORED	[redacted]	GMC
1057355	SFPDX	20120226A0018	TCIU	STORED	[redacted]	LINCOLN
1054198	SFPDX	20120214A0072	HOMICIDE	STORED	[redacted]	INFINITI
1039214	SFPDX	20111221A0053	HOMICIDE	STORED	[redacted]	JAGUAR
1035775	SFPDX	20111209A0079	OPPOSITION	STORED	[redacted]	ISUZU
1028693	SFDPTX	20111114A0049	DMV	STORED	[redacted]	TRAILER-GENERIC
1027495	SFPDX	20111109A0043	OPPOSITION	STORED	[redacted]	LEXUS
1020721	SFPDX	20111018M0023	SID	STORED	[redacted]	CADILLAC
1005094	SFPDX	20110822A0047	OPPOSITION	STORED	[redacted]	HYUNDAI
1001322	SFPDX	1108021021	HOMICIDE	STORED	[redacted]	MERCEDES
1000966	SFPDX	1106291047	HOMICIDE	STORED	[redacted]	HONDA
1000483	SFPDX	1106291012	NIV	STORED	[redacted]	DODGE
1001249	SFPDX	1105151053	HOMICIDE	STORED	[redacted]	LINCOLN
1000272	SFDPTX	1105050081	OPPOSITION	STORED	[redacted]	CHEVROLET
1001822	SFPDX	1104121046	HOMICIDE	STORED	[redacted]	TOYOTA
1001856	SFPDX	1102281068	HOMICIDE	STORED	[redacted]	TOYOTA
1000011	SFPDX	1102261085	HOMICIDE	STORED	[redacted]	ACURA
1001620	SFPDX	1101241002	HOMICIDE	STORED	[redacted]	PONTIAC
1000535	SFPDX	1009241052	OPPOSITION	STORED	[redacted]	DODGE
1000543	SFDPTX	1007151071	OPPOSITION	STORED	[redacted]	DODGE
1000081	SFPDX	1005041051	OPPOSITION	STORED	[redacted]	BMW
1000413	SFPDX	1004140197	HOMICIDE	STORED	[redacted]	CHRYSLER
1001622	SFPDX	1003181057	HOMICIDE	STORED	[redacted]	PONTIAC
1002005	SFPDX	1002241002	DMV	STORED	[redacted]	VOLVO
1002022	SFPDX	912041035	AR MGMT	STORED	[redacted]	YAMAHA
1001935	SFPDX	912041029	AR MGMT	STORED	[redacted]	TRAILER-GENERIC
1000215	SFPDX	911301014	HOMICIDE	STORED	[redacted]	CADILLAC
1001301	SFPDX	910311063	HOMICIDE	STORED	[redacted]	MAZDA

1000937	SFPDX	910041031	HOMICIDE	STORED	[redacted]	HONDA
1001413	SFPDX	910041012	HOMICIDE	STORED	[redacted]	NISSAN
1000182	SFPDX	907161098	HOMICIDE	STORED	[redacted]	CADILLAC
1000737	SFPDX	907091069	HOMICIDE	STORED	[redacted]	FORD
1000375	SFPDX	906171008	HOMICIDE	STORED	[redacted]	CHEVROLET
1000735	SFPDX	903301128	OPPOSITION	STORED	[redacted]	FORD
1001386	SFDPTX	903260134	OPPOSITION	STORED	[redacted]	NISSAN
1001636	SFPDX	902241004	HOMICIDE	STORED	[redacted]	PONTIAC
1000472	SFPDX	810111016	HOMICIDE	STORED	[redacted]	DODGE
1000442	SFPDX	810111012	HOMICIDE	STORED	[redacted]	DODGE
1000705	SFDPTX	807300115	DMV	STORED	[redacted]	FORD
1002018	SFPDX	807191107	HOMICIDE	STORED	[redacted]	YAMAHA
1000405	SFPDX	806251000	HOMICIDE	STORED	[redacted]	CHRYSLER
1001007	SFPDX	806221071	HOMICIDE	STORED	[redacted]	HONDA
1001369	SFPDX	806221048	HOMICIDE	STORED	[redacted]	MITSUBISHI
1000652	SFPDX	805161032	HOMICIDE	STORED	[redacted]	FORD
1000706	SFPDX	804151080	HOMICIDE	STORED	[redacted]	FORD
1000311	SFPDX	803210114	HOMICIDE	STORED	[redacted]	CHEVROLET
1000619	SFPDX	803111081	HOMICIDE	STORED	[redacted]	FORD
1001986	SFPDX	705031001	HOMICIDE	STORED	[redacted]	VOLKSWAGEN
1001734	SFPDX	704161007	HOMICIDE	STORED	[redacted]	TOYOTA
1001920	SFPDX	703200009	HOMICIDE	STORED	[redacted]	TOYOTA
1001427	SFPDX	702150200	HOMICIDE	STORED	[redacted]	NISSAN
1000498	SFPDX	607130055	HOMICIDE	STORED	[redacted]	DODGE
1001084	SFPDX	607090034	HOMICIDE	STORED	[redacted]	HONDA
1001343	SFPDX	604040003	HOMICIDE	STORED	[redacted]	MERCURY
1001713	SFPDX	603290198	HOMICIDE	STORED	[redacted]	SUBARU
1000153	SFPDX	602040006	HOMICIDE	STORED	[redacted]	BUICK
1001459	SFPDX	601220042	OPPOSITION	STORED	[redacted]	NISSAN
1000910	SFPDX	510140250	HOMICIDE	STORED	[redacted]	HONDA
1000321	SFPDX	510050080	HOMICIDE	STORED	[redacted]	CHEVROLET
1001196	SFPDX	504300054	HOMICIDE	STORED	[redacted]	LAND ROVER
1000618	SFPDX	502090214	HOMICIDE	STORED	[redacted]	FORD
1000391	SFPDX	406300006		STORED	[redacted]	CHEVROLET
1000757	SFPDX	405230084	HOMICIDE	STORED	[redacted]	FORD
1000161	SFPDX	405200013	HOMICIDE	STORED	[redacted]	BUICK
1000798	SFPDX	404290053	HOMICIDE	STORED	[redacted]	FORD
1000072	SFPDX	403221087	HOMICIDE	STORED	[redacted]	AUDI
1000439	SFPDX	403221064	HOMICIDE	STORED	[redacted]	DODGE
1001198	SFPDX	403221006	HOMICIDE	STORED	[redacted]	LEXUS