

## TOW SERVICE AGREEMENT

This TOW SERVICE AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Hermosa Beach, a California municipal corporation ("City") and Bruffy's Tow ("Garage Owner").

### RECITALS

A. The City of Hermosa Beach issued a Request for Proposals soliciting proposals from qualified vendors to perform primary vehicle towing and storage services for the City.

B. Bruffy's Tow submitted a proposal and was determined by the City to be qualified to perform the services.

**NOW, THEREFORE**, in consideration of the mutual promises made between the parties, City hereby engages the services of Garage Owner and Garage Owner agrees to perform the following services:

1. **Scope of Services.** In consideration for the primary right to receive calls for towing from City on a 24-hour basis and the primary right to store cars impounded or otherwise stored at the direction of the City, Garage Owner agrees to perform the following services in compliance with the terms and conditions of this Agreement: towing and storage of vehicles 24 hours per day, seven days a week, 365 days a year as directed by the City Manager or his or her designee or the Chief of Police or his or her designee; and emergency service for City vehicles within 50 miles of City limits at no charge to the City at all times including weekends and holidays. Emergency services shall include but not be limited to tire changes, battery jump starts and towing of inoperable vehicles. Garage Owner shall perform the duties of this agreement in a professional, ethical, courteous and orderly manner as a best effort to obtain and keep the confidence of the community

2. **Collection of Fees.** Garage Owner shall collect on behalf of City the fee established in City's master fee resolution imposed on all motorists whose vehicles are towed and/or stored at the City's behest at the same time it collects towing and storage charges from the motorist.

The fee constitutes a debt owed by the motorist/vehicle owner to the City that is extinguished only by payment of the fee to the Garage Owner. The fee shall be separately stated from the Garage Owner's towing and storage charges on the receipt issued to the motorist. Garage Owner shall hold the fees so collected in trust for the City and shall submit to the City all fees collected on behalf of the City no later than the 15th of the month following the date of collection (i.e. September collections due by October 15). If payment of the fee to the City is late, Garage Owner shall pay a penalty of 10% of the amount of the fee; delinquent fees beyond 30 days shall also earn interest at the rate of 10% each day.

3. **Term of Agreement; Termination.**

a) The term of this Agreement shall commence upon execution of both parties and shall continue in effect for one year. The Agreement may be extended by mutual agreement of the parties in writing for up to two additional one-year periods.

b) City may terminate this Agreement with or without cause, by serving thirty (30) days written notice on the Garage Owner. Garage Owner may terminate this Agreement with or without cause, by serving ninety (90) days written notice on the City. In the event of termination under this subparagraph, the Garage Owner shall cease services as of the date of termination and shall remit all fees then due and payable as provided in Section 2 above.

c) All terms, provisions, and specifications of this Agreement are material and binding and failure to perform any material portion of the services described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the City may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the Garage Owner to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the Garage Owner shall be responsible for any additional costs incurred by the CITY in securing the services from another vendor.

4. **Non-Exclusive Right.** Garage Owner shall have the primary but non-exclusive right to receive calls from City to provide towing and storage services for vehicles that are involved in accidents, disabled, abandoned in public places or on private property, impounded for evidence, impeding the flow of traffic, are located within another city but subject to the jurisdiction of City or which are otherwise subject to being towed and stored at the direction of City. City reserves to use the services of other towing and storage providers when Garage Owner is not available or cannot otherwise meet the specifications or requirements of this Agreement. Further, nothing contained herein shall deprive the owner or operator of a vehicle from requesting and receiving towing and storage service from a person or association other than Garage Owner.

5. **Manner of Performing Tow Services.**

a) Garage Owner shall remove from the street all broken glass, automobile fluids, and other debris resulting from accidents at scenes from which it tows vehicles, and clean the immediate area of such street, leaving the area in a broom-clean condition.

b) The Garage Owner shall be responsible to complete proper reports and to notify the Police Department on all private property impounds and storage of vehicles.

- c) After receipt of a request to respond, the response time for arrival shall not exceed twenty (20) minutes:
- (i) The Garage Owner shall notify Police Communications Center when a tow unit cannot respond immediately and shall give the reason and an estimated time of arrival.
  - (ii) In the event of an additional delay, the Garage Owner shall promptly notify the Police Communications Center and give the next estimated time of arrival. If the delay is not acceptable, the Police Communications Center reserves the right to call an alternate towing contractor.
- d) In the event the Garage Owner receives an additional call to remove a disabled vehicle that is interrupting traffic flow while it is processing an earlier call, it shall clear the vehicle specified in the earliest call sufficiently to restore normal and safe traffic movement, secure it from theft, damage, or loss; and immediately proceed to the site specified in the additional call; or shall cause a second tow truck to be dispatched to the second site.
- e) All disabled vehicles deposited or parked by the Garage Owner shall be towed to storage at the earliest opportunity after Garage Owner has complied with the above provisions for restoring traffic movements at all specified sites.
- f) Garage Owner shall have at least two tow trucks stationed in the City of Hermosa Beach during the hours of 6:00a.m. to 8:00a.m. and 2:30p.m. to 6:00p.m. Monday through Friday (excluding holidays).
- g) At City's request (provided at least 24 hours in advance), Garage Owner shall deploy tow trucks for special event parking enforcement.

6. **Manner of Performing Storage Duties.** Garage Owner shall be solely responsible for all vehicles stored or impounded on its premises pursuant to the provisions of this Agreement, together with all accessories and equipment thereon and all personal property therein. It shall be its duty to protect such stored vehicles, accessories, equipment, and property against all loss or damage by fire, theft, or other causes. The decision to release any article from the interior of a stored or impounded vehicle shall be made by the Police Supervisor on duty at the time of the request.

- a) **Spacing.** Vehicles stored shall be systematically spaced to provide easy access; spacing shall be adequate to prevent damage.

- b) **Loss or Damage.** In the event of loss or damage to a stored vehicle, its accessories, or personal property contained therein, Garage Owner shall make reasonable restitution to the owner for all losses or damage.
- c) **Records.** All property left in any vehicle shall be listed on the Vehicle Impound Inventory Report by the person making the impound or storage. Any article removed from any vehicle for any reason shall be properly identified and accounted for.
- d) **Disposition of Unclaimed Property.** Personal property in vehicles stored by Garage Owner shall not be disposed of to defray any towing or storage charges or for any other purpose; and, if not called for by the owner, or its legal representative with the owner's written consent within sixty (60) days from the date of impound, shall be delivered to City's police department property section.

7. **Personnel.** All tow truck operators employed by Garage Owner shall be subject to the following terms and conditions:

- a) All tow truck operators engaged in performing their duties under the provisions of this Agreement shall take direction in performing such duties from the senior City Police Officer at the scene.
- b) All tow truck operators must possess the proper State of California Driver License required to operate all vehicles and equipment required to be used in the performance of this Agreement and shall have received sufficient training to operate without direct supervision.
- c) Tow truck operators shall be uniformed, with the name of the Garage Owner and the employee's name clearly visible. All personnel shall be thoroughly trained in the proper and safe use of all equipment used in performing the services.
- d) All personnel performing services under this Agreement shall be fingerprinted and photographed by the Police Department prior to performing services for the City.
- e) All personnel performing services under this Agreement that interface with the public shall be fluent in the English language.

8. **Rules of Operation.**

- a) **Hours for Release of Vehicles.** Garage Owner shall be available to release vehicles 24 hours daily, seven days a week, 365 days a year. The storage facility shall have a clearly visible

sign marked with a telephone number to call if release is requested when the storage facility is closed.

b) **Advertising.** Garage Owner shall not display or use any signs, advertising materials, or logos which indicate that it is an official towing service of City without the prior written permission of the Chief of Police.

c) **Removal of Vehicles.** Except for private impounds, Garage Owner shall not remove any vehicle without first being instructed to do so by an authorized officer. Vehicles shall be considered in possession of the Garage Owner when the vehicle is on-hook and raised from the ground. Field release of vehicles shall be at the direction of the senior Police Officer at the scene.

d) **Vehicles Involved in Damage to City Property.** If Garage Owner notes that any vehicle to be towed was involved in any damage to City property, such as knockdown of a lighting standard, then prior to removal of the vehicle from the scene Garage Owner shall notify the Chief of Police or its designee of the location of the damage, nature of the damage, and identification of the vehicle suspected of causing the damage.

e) **Release of Impounded Vehicles.** The following conditions shall apply to the release of impounded vehicles:

- (1) A vehicle impounded by order of the Police Department must have a written release from the Department to be presented at the time of release.
- (2) No repair work shall be performed on any impounded vehicle unless released.
- (3) In the event the Police Department errs on impounded notification, said vehicle shall be released by Garage Owner without charge to the City or other persons over and above the charges that would have been levied if proper notification (five calendar days) has been made. The owner of the vehicle will be responsible for any storage fees over and above the period of time deemed necessary for appropriate notification.
- (4) Upon receipt of a recovered stolen vehicle, the Garage Owner shall ascertain from the recovering agency whether any holds are placed on the vehicle. A notation on the impound form shall be made as to whether a hold is placed on the vehicle. The notation shall include the name of the officer, date, and time of hold. If the recovering agency does not place a hold on the recovered vehicle, the tow contractor shall contact the

agency within the jurisdiction from which the vehicle was stolen to determine if a hold will be placed on the vehicle. If a hold is placed on the vehicle, the name of the officer, date, and time will be noted by the Garage Owner on the impound form. If no holds are placed on the vehicle the owner will obtain a release from the recovering agency at which point the owner may then take possession of the vehicle.

- f) **Records.** The following conditions shall apply concerning the maintenance of records:
- (1) The Garage Owner shall keep at its principal place of business, complete and accurate records of all vehicles towed, impounded, or stored at the request of the City and the amount of charges on each vehicle.
  - (2) The record system should be adequate to enable Garage Owner to locate the vehicle and provide a written report of storage or tow by using the following:
    - (i) DR number only.
    - (ii) License number only.
    - (iii) The make, color, date, and location of impound.
  - (3) All records required to be kept by the Garage Owner shall be available for inspection at all reasonable times by representative of the Hermosa Beach Police Department.
  - (4) Monthly reports of all vehicles handled pursuant to this Agreement shall be provided not later than the 15th day following the last day of the previous month. Reports shall be submitted in hard copy and email utilizing a Microsoft Excel spreadsheet.
- g) **Compliance With All Laws.** Garage Owner shall keep itself fully informed of and comply with all state and federal laws and all ordinances and regulations of the City, which in any manner effect Garage Owner or those engaged or employed by it in performing the services to be rendered by Garage Owner pursuant to this Agreement. Garage Owner shall procure and obtain all permits and licenses, pay all charges and fees, and give all notices required by City ordinances or other laws relating to the performance of the services to be performed pursuant to this Agreement.

9. **Specifications.**

- a) **Location.** Garage Owner must at all times during the term of the Agreement maintain its place of business and vehicle storage facilities within a fifteen (15) mile radius of the Hermosa

Beach City Hall. No transfer of business location shall be authorized without written permission of the City Manager. Vehicles impounded for long term storage may be moved to a location outside the fifteen (15) mile radius with prior permission of the Chief of Police or his or her designee.

b) **Towing Equipment.** Garage Owner must own or lease not less than three (3) standard tow trucks, one flat bed tow vehicle, and one heavy duty truck capable of towing tractor-type trucks (semis) that will be based at its principal place of business and will be available to perform the towing required under this Agreement. Said tow trucks shall comply with all of the following conditions:

- (1) Garage Owner, at its expense, shall install and maintain at all times during the term of the Agreement, all necessary communication equipment for radio transmission and reception contact with each tow truck and shall comply with all applicable FCC Regulations and Requirements.
- (2) Each tow truck must be equipped in compliance with the provisions of the California Vehicle Code.
- (3) Each tow truck must have an original manufacturers rating of at least one ton and be equipped with dual rear wheels and be clean in appearance.
- (4) Each tow truck must have a cable winch of sufficient size and capacity to retrieve vehicles which have gone over embankments or off traveled portions of roadways into inundated areas or other accessible locations.
- (5) All tow vehicles shall be capable of towing a trailered boat or similar vehicle. All tow vehicles shall be equipped with a dolly and standard tools of the trade, including slim jims, floor jacks, shovels, brooms, and sand and absorbent materials for auto fluids.
- (6) All tow vehicles shall pass California Highway Patrol inspection and display a window tag indicating so.

c) **Storage Facilities.** Storage facilities utilized in the performance of this agreement shall comply with all of the following conditions:

- (1) All vehicles shall be stored in a building or in an area or areas that are secure and enclosed by a substantial masonry wall or walls or other approved enclosure.

- (2) There shall be one or more gates, equipped with adequate security locks. Gates shall be of adequate size and height. Adequate security, such as 24-hour surveillance utilizing closed circuit television or personnel shall be provided to the satisfaction of the Chief of Police.
- (3) Any damage to any wall or fence must be repaired within twenty-four (24) hours to ensure proper protection to stored vehicles.
- (4) Storage facilities must be constructed prior to approval of Agreement.
- (5) The entire storage facilities must be illuminated to such degree that normal and reasonable visual observation of the area may be made during the hours of darkness.
- (6) Garage Owner shall meet all fire suppression standards required by the City and County.
- (7) Said storage facilities must be capable of holding a minimum of 50 vehicles parked in such a manner as to provide accessibility and to prevent damage. The lot or lots used for storage shall be located or constructed in such a way that all vehicles impounded shall be secured either within a building or shall be concealed from the view of adjoining property when viewed from the street or ground level.
- (8) The Garage Owner shall maintain at its own expense separate and enclosed garage facilities for a minimum of three (3) vehicles ordered impounded by the Police for involvement in commission of crimes or for other reasons. The Garage Owner must protect said vehicles from dirt or moisture, as well as from any other substances. The garage shall be lockable and the Police Department shall be provided with a key. All structures shall conform to the applicable building and fire codes.

d) **Maintenance of Equipment and Facilities.** Throughout the term of this Agreement, Garage Owner shall maintain in a neat and clean manner and in good condition, all real property and improvements thereon and all vehicles, facilities, equipment, and materials required by the provisions of this Agreement. The equipment to be used in the performance of this Agreement is identified in Exhibit A, which is attached hereto and incorporated herein by reference.

10. **Charges.** Charges for towing, storage, and other services required of Garage Owner by this Agreement shall not exceed those set forth in Exhibit A to this Agreement. The towing charge shall include the services of the tow truck driver and any other required personnel. The towing charge shall also include



cleaning up and clearing of any accident site. Approved storage charges shall be made for the following categories: 1) Passenger cars; 2) trucks and trailers up to one ton; 3) motorcycles; 4) trucks and trailers over one ton; 5) all other vehicles. Approved miscellaneous charges shall be made for the following categories: 1) opening locked vehicles; 2) disconnecting and reconnecting driveshaft; 3) uprighting overturned vehicles, 4) all other services other than towing and storage. All charges imposed by Garage Owner in the performance of this Agreement shall be subject to the following conditions:

- a) All rates and charges shall be conspicuously posted in Garage Owner's office or other area viewable by the public.
- b) All bills shall be itemized, including the services rendered, the unit cost of each service and the total cost.
- c) City shall not be liable to pay Garage Owner or anyone else, any charge or other fee for a call which does not result in a chargeable service being rendered by Garage Owner (a "dry run").
- d) In the event any vehicle is towed or impounded, or both, through any error of the Garage Owner or City, neither the vehicle owner or City shall have the duty to pay any towing, storage, or other fees or charges.
- e) In the event that any dispute shall arise concerning any charge made to any person in performing services under this Agreement, the dispute shall be decided by the Chief of Police or its designee, pursuant to California Vehicle Code Section 22852. The decision shall be binding on all parties involved.
- f) Garage Owner shall not make any demand on the vehicle owner or driver for a sum in excess of the amount established by the Hermosa Beach City Council.
- g) Garage Owner shall accept a valid bank credit card for payment of charges incurred.
- h) Hourly charges shall be prorated on a quarter hour basis.

11. **Review of Rates and Charges.** Upon petition of Garage Owner for a rate increase not more often than once per year, the Chief of Police or its designee will evaluate the performance of the services being provided pursuant to this Agreement. This review will then be forwarded to the City Council with a recommendation to grant or deny the proposed rate increase. In no case will increase be greater than those fees determined by the Los Angeles Police Commission. Nothing contained herein shall obligate City to grant any rate increase.

12. **Inspection.** All real property and improvements thereon, and all vehicle facilities, equipment, and material used by the Garage Owner in the performance of this Agreement shall be open to inspection by the Chief of Police or its authorized representative and will be subject to periodic checks.

13. **Indemnification.** The Garage Owner shall defend, indemnify, and hold harmless the City of Hermosa Beach, each of its elected and appointed officials, officers, agents, employees, Board and Commission members and representatives from any liability of any kind whatsoever, including attorneys fees, expert fees, investigation costs and court costs, arising in any manner whatsoever from or in any manner attributed to the Garage Owner's performance of this Agreement excepting only liability arising from the negligent or wrongful conduct of the City. Garage Owner must provide a properly executed City of Hermosa Beach Indemnification and Hold Harmless Agreement (Attachment "C"), which is attached hereto as Exhibit B and incorporated herein by reference, executed by a duly authorized representative of the Contractor's insurance carrier.

14. **Insurance.** Garage Owner shall neither commence work under this Agreement until it has obtained all insurance required hereunder by the company or companies acceptable to City nor shall Garage Owners allow any subcontractors to commence work on a subcontract until all insurance required of the Subcontractor has been obtained. Garage Owner shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

a) **Workers' Compensation Insurance.** Throughout the term of this Agreement, at Garage Owner's sole cost and expense, Garage Owner shall keep or cause to be kept, in full force and effect, a Workers' Compensation Insurance policy as required by the laws of California. Garage Owner shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to its employees. Garage Owner, prior to commencing work, shall sign and file with City certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of the Agreement".

b) **General Liability.** Throughout the term of this Agreement, at Garage Owner's sole cost and expense, Garage Owner shall keep or cause to be kept, in full force and effect, for the mutual benefit of City and Garage Owner, a general liability policy, including personal injury, with limits of not less than \$1,000,000 (One Million dollars) per accident. The policy shall also include Garage Keepers Legal Liability, including collision, in the amount of not less than \$1,000,000 (One Million Dollars). In addition to a certificate of insurance providing evidence of the required insurance, the Garage Owner must provide a properly executed City of Hermosa Beach Insurance Endorsement Form #1 and #1A (Attachment "A"), which is attached hereto as Exhibit B and incorporated herein by reference, executed by a duly authorized representative of the Contractor's insurance carrier.

c) **Automobile Insurance.** Throughout the term of this Agreement, at Garage Owner's sole cost and expense, Garage Owner shall keep or cause to be kept, in full force and effect, for the mutual benefit of City and Garage Owner, Automobile Liability Insurance with minimum limits of liability of \$1,000,000 (One Million Dollars) per accident for bodily injury and property damage. In addition to a certificate of insurance providing evidence of the required insurance, the contractor must provide a properly executed City of Hermosa Beach Insurance Endorsement Form #2 (Attachment "B"), which is attached hereto as Exhibit B and incorporated herein by reference, executed by a duly authorized representative of the Contractor's insurance earner.

d) **General Insurance Requirements.** All of the following terms and conditions shall apply to each of the insurance policies required under this Agreement.

- (1) Each policy shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class A+. If such coverage is unattainable, such policy shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class A-.
- (2) Each policy shall provide that the insurance coverage provided shall not be canceled, reduced, or materially changed by the insurance carrier without the carrier providing thirty (30) days written notice thereof to the City Clerk of the City of Hermosa Beach by certified mail.
- (3) Each policy shall name as additional insured City, each of its elected officials, officers, Board and Commission members, employees, agents and representatives.
- (4) Garage Owner agrees that he will not cancel, reduce, or materially change any insurance coverage required under this Agreement without approval of the City Manager or other

authorized City official.

- (5) Each policy shall contain language to the effect that the insurer waives the right of subrogation against City and City's elected officials, officers, Board and Commission members, employees, agents, and representatives.
- (6) Each policy shall contain language to the effect that it is primary noncontributing with any insurance that may be carried by the City.
- (7) All insurance coverage must be approved by the Risk Manager.
- (8) Duplicates of all policies must be filed with the City Clerk's office prior to the beginning date of this Agreement.
- (9) At all times during the term of the Agreement, Garage Owner shall maintain on file with the City Clerk of the City of Hermosa Beach a certificate of the insurance carrier or carriers showing that all insurance required under this Agreement shall not be effective unless and until such certificates are filed with the City Clerk.

15. **Assignment.** The Agreement is personal to the Garage Owner and it shall not assign or transfer, in whole or in part, its interest in the Agreement, or subcontract all or any part of the services to be performed by the provisions of the Agreement without written approval of the City being first obtained.

16. **Insolvency.** The Garage Owner shall not suffer either the appointment of a receiver to take possession of all or substantially all of the assets of Garage Owner or make a general assignment of such assets for the benefits of creditors. Any such action taken or suffered by Garage Owner under any insolvency of bankruptcy proceedings constitute a breach of this Agreement by the Garage Owner, and all property assigned by the City of Hermosa Beach for safe care shall be "released" to a new assigned Garage Owner as specified by the City Manager, with a reimbursement for towing and storage borne by company assuming the new responsibility. Should the Garage Owner become insolvent, as defined in this section, the City Manager may, by giving five (5) days' notice to the Garage Owner or to the person appointed to manage the Garage Owner's affairs at the address for such person appearing in the official records of the Court that appointed him, terminate this Agreement. For the purposes of this section, the Garage Owner shall be conclusively presumed to have become insolvent if Garage Owner should:

- (1) Have a Receiver appointed to take possession of all or substantially all of the Garage Owner's property because of insolvency.

- (2) Make general assignment for the benefit of creditors; or
- (3) Allow any judgment against Garage Owner to remain unsatisfied and unbound for a period of thirty (30) days or longer.

17. **Default.** If at any time the Garage Owner is in default in the performance of any terms, covenants, and conditions of this Agreement, the City shall without prejudice to any other remedy it may have, send notice of such default to the Garage Owner; and, if such default is not remedied within five (5) days thereafter, may terminate the Agreement by sending written notice thereof to the Garage Owner. Any failure by the City at any time, or from time to time to enforce or require strict keeping and performance of any of the terms, covenants, or conditions, in effect shall not impair in any way the right of the City to avail itself of such remedies as it may have for any breach of breaches of such terms, covenants, or conditions.

18. **Notices.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by registered mail or personal delivery, addressed to the City Clerk of the City of Hermosa Beach, 1315 Valley Drive, Hermosa Beach, California, 90254, or to Garage Owner addressed to 11101 Hindry Avenue, Los Angeles, California 90045. Different addresses may be furnished in writing by either party to the other pursuant to these notice provisions. Notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by registered or certified mail. Said notice may also be personally delivered and shall be deemed to have been given the same day as personal delivery. This shall be a valid and sufficient service of notice for all purposes.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized officers.

CITY OF HERMOSA BEACH:

BRUFFY'S TOW

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
GARAGE OWNER

APPROVED AS TO FORM:

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CITY ATTORNEY

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CITY CLERK

Exhibit A  
Rates

- |    |  |                                   |
|----|--|-----------------------------------|
| A. | <u>Flat charge</u> for City ordered tow charges for passenger type vehicles and trucks, trailers, and boats up to and including 1 ton capacity during the hours of 7:00 a.m. and 7:00 pm. 7 days per week, 365 days per year   | <u>\$ 133.00/hour</u>             |
| B. | Same as “A”, except during the hours of 7:00 p.m. to 7:00 a.m.   | <u>\$ 133.00/hour</u>             |
| C. | <u>Flat charge</u> for City ordered tow charges for trucks, trailers, and boats (over 1 ton) and heavy equipment during the hours of 7:00 a.m. and 7:00 p.m. 7 days per week, 365 days per year  | <u>\$ 255.00</u>                  |
| D. | Same as “C” except during the hours of 7:00 p.m. to 7:00 a.m.  | <u>\$ 255.00</u>                  |
| E. | Hourly charge for additional labor to facilitate the movement of the vehicles (including dropping the drive shaft, use of dollies, uprighting overturned vehicles, etc. This does not include using a “slim jim” to open the vehicle – that should be included in base towing cost, except as requested below) | <u>\$ 133.00 hour</u>             |
| F. | <u>Flat charge</u> to “slim jim” a vehicle without performing towing services  | <u>\$ 75.00</u>                   |
| G. | <u>Hourly charge</u> for use of a dolly or motorcycle trailer if required  | <u>\$ 133.00 hour</u>             |
| H. | <u>Flat charge</u> for a vehicle release during non-business hours/days.   |                                   |
|    | Define non-business hours: <u>Not applicable.</u>  |                                   |
|    | Define non-business days: <u>Not applicable.</u>   |                                   |
| I. | Storage of vehicles shall be charged at the following rates:   |                                   |
|    | 1. Motorcycles   | <u>\$ 11.00/Day</u>               |
|    | 2. Passenger type cars and trucks and trailers (1 ton or less)   | <u>\$ 41.50/Day</u>               |
|    | 3. Trucks and trailers over 1 ton and heavy equipment  | <u>\$ 58.50/Day</u>               |
|    | 4. Boats   |                                   |
|    | a. Under 20 feet;  | <u>\$ 45.50/Day</u>               |
|    | b. From 20 feet to 40 feet; and  | <u>\$ 58.50/Day</u>               |
|    | c. Over 40 feet  | <u>\$ 72.50/Day</u>               |
| J. | Field Release Fee  | <u>\$ 133.00 + City Admin fee</u> |
| K. | Cost to tow City owned vehicles  |                                   |
|    | 1. Within Hermosa Beach to City Yard   | <u>\$ 85.00/Tow</u>               |
|    | 2. Outside Hermosa Beach to City Yard  | <u>\$ 7.50/Mile</u>               |



Bruffy's Inc.  
dba Bruffy's Tow  
dba Bruffy's Del Rey Tow

11101 Hindry Avenue  
Los Angeles, CA 90045-6223

4130 Glencoe Avenue  
Marina Del Rey, CA 90292-5610

Phone: (310) 395-0084  
Front Fax: (310) 578-2251

[Kevin@BruffysTow.com](mailto:Kevin@BruffysTow.com)  
Fax: (310) 578-2251

# VEHICLE SCHEDULE

August 12, 2019

Truck	Year	Make	Model	Usage	License	GVWR	Wt/Cd	Vehicle Identification #
1425	2006	FORD	F650	Wrecker	8A46558	26,000	C	3FRWF65F66V302582
1431	2007	GM	C5500	Carrier	8H63331	26,000	C	1GBJ5C1227F411063
1432	2011	Ford	F450	Wrecker	8Z36373	20,000	B	1FDUF4GY5BEA41874
1436	2013	Dodge	4500	Wrecker	81990M1	20,000	B	3C7WRKALXDG588224
1437	2014	Dodge	4500	Wrecker	62145P1	20,000	B	3C7WRKAL1EG159572
1439	2015	Dodge	4500	Wrecker	35532X1	20,000	B	3C7WRKAL0FG706395
1440	2015	Dodge	4500	Wrecker	05638Y1	20,000	B	3C7WRKAL9FG706394
1441	2016	Dodge	4500	Wrecker	63270Z1	20,000	B	3C7WRKAL4GG111972
1442	2016	Ford	F450	Wrecker	82733G1	20,000	B	1FDUF4GY4GEB07564
1443	2016	Dodge	4500	Wrecker	13934C2	20,000	B	3C7WRKAL6GG142365
1444	2016	Dodge	5500	Carrier	08882H2	20,000	B	3C7WRMDL2GG373707
1445	2019	Ford	F450	Wrecker	21483T2	20,000	B	1FDUF4GT8KEC35724
1446	2019	Dodge	4500	Wrecker		20,000	B	3C7WRKAL1KG521704

13 - Active Vehicles

Trailer	Year	Make	Model	Usage	License	GVWR	Wt/Cd	Vehicle Identification #
Black	2004	H&H	UTIL	Trailer	4DL6029	1,000	A	4J6UT16224B055549
Dolly	2010	DET	DLY	Trailer	4MW6324	1,588	A	15DP1010XAA998248

2 - Trailer

LIST DMV Info - 1



Exhibit B  
Insurance and Indemnity Forms  
(See following pages)

CITY OF HERMOSA BEACH  
1315 VALLEY DRIVE  
HERMOSA BEACH, CA 90254

INSURANCE ENDORSEMENT FORM #1  
(GENERAL)  
Attachment "A"

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Hermosa Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Hermosa Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) or event to include set-up and cleanup dates): \_\_\_\_\_
6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be canceled except by written notice to the Risk Manager at: City of Hermosa Beach, 1315 Valley Drive, Hermosa Beach, CA, 90254, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.
10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Commercial General

Liability "Occurrences" Form CG0001 and shall include the following:

- A. General Liability
- (1) Comprehensive Form
  - (2) Premises/Operations
  - (3) Independent Contractors Liability
  - (4) Broad Form Property Damage
  - (5) Personal Injury
  - (6) Products, Completed Operations
  - (7) Contractual
  - (8) Explosions, collapse, or underground property damage.

NOTE: If this is a Homeowner's Policy in lieu of Commercial General Liability, it shall afford coverage at least as broad as Homeowners ISO Form HO II (Ed 9-70) California and shall include comprehensive personal liability.

The policy shall provide the dollar limit specified in paragraph 9 with the following additional coverage where boxes below are checked:

- \_\_\_\_\_ 11. Host Liquor Liability  
\_\_\_\_\_ 12. Liquor Law Liability  
\_\_\_\_\_ 13. Other \_\_\_\_\_

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy No. \_\_\_\_\_.

Name Insured \_\_\_\_\_

Name of Insurance Company \_\_\_\_\_

I, \_\_\_\_\_ (print/type name) warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By \_\_\_\_\_  
Signature of Authorized Representative

Approved \_\_\_\_\_  
City Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF HERMOSA BEACH  
1315 VALLEY DRIVE  
HERMOSA BEACH, CA 90254

INSURANCE ENDORSEMENT FORM #1A – Garage Keeper’s Liability

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Hermosa Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company’s liability.
3. Occurrence Based Policy. This policy shall be an “occurrence based policy.”
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Hermosa Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) of event to include set-up and cleanup dates):  
  

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6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be canceled except by written notice to the Risk Manager at: City of Hermosa Beach, 1400 Highland Avenue, Hermosa Beach, CA 90254, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.
10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Garage Liability and Garage Keepers Legal Liability “Occurrences” ISO Form CA 0005.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective \_\_\_\_\_ at 12:01 a.m. and forms a part of

Policy No. \_\_\_\_\_.

Named Insured \_\_\_\_\_

Name of Insurance Company \_\_\_\_\_

I, \_\_\_\_\_ (print/type name) warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By \_\_\_\_\_  
Signature of Authorized Representative

Approved \_\_\_\_\_  
City Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF HERMOSA BEACH  
1315 VALLEY DRIVE  
HERMOSA BEACH, CA 90254

INSURANCE ENDORSEMENT FORM #2  
(AUTO LIABILITY)  
Attachment "B"

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Hermosa Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Hermosa Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) of event to include set-up and cleanup dates):  

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6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be canceled except by written notice to the Risk Manager at: City of Hermosa Beach, 1400 Highland Avenue, Hermosa Beach, CA 90254, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.
10. Scope of Coverage. This policy shall afford coverage at least as broad as Insurance Services Office Form No. CA0001 (Ed 1/78), Cod 1 ("any auto") and shall include the following:

- A. Auto Liability
- (1) Any auto
  - (2) All owned autos (Private Passengers)
  - (3) All owned autos (other than Private Passengers)
  - (4) Hired autos
  - (5) Non-owned autos (for business purposes)
  - (6) Other \_\_\_\_\_

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective \_\_\_\_\_ at 12:01 a.m. and forms a part of  
Policy No. \_\_\_\_\_.

Named Insured \_\_\_\_\_

Name of Insurance Company \_\_\_\_\_

I, \_\_\_\_\_ (print/type name) warrant that I have authority to bind the  
above listed insurance company, and by my signature hereon do so bind this company.

By \_\_\_\_\_  
Signature of Authorized Representative

Approved \_\_\_\_\_  
City Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF HERMOSA BEACH  
1315 VALLEY DRIVE  
HERMOSA BEACH, CA 90254

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
Attachment "D"

This agreement is issued in consideration of the City approval of the sponsor's application. The named insured must still provide a Certificate of Insurance, naming the City as an additional insured and meet the City's required minimum limits of insurance. An additional insured endorsement shall also be provided and signed by the insurance carrier.

The named insured agrees to the following:

1. Indemnification Clause. The named insured shall indemnify and save harmless the City of Hermosa Beach including its elected officials, officers agents and employees against any and all claims, liability, judgments, costs or expense resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and clean-up dates):
2. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters and other reasonable costs of investigation and defense.

This agreement is effective \_\_\_\_\_ at 12:01 a.m.

Named Insured \_\_\_\_\_

I, \_\_\_\_\_ (print/type name) warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By \_\_\_\_\_  
Signature of Authorized Representative

Approved \_\_\_\_\_  
City Manager Date