Weekly Management Report
October 7, 2022

1. Minutes	Civil Service Board Meeting on September 7, 2022 **Management Services Department**
2. Memo	Recruitment Report – End of September 2022 **Management Services Department**
3. Memo	Tow Services and Vehicle Storage Agreements with Girard and Peterson Inc. **Police Department**

September 7, 2022
4:30 p.m.

The regular meeting of the Civil Service Board was held in the Council Chambers of City Hall.

Roll Call

Members present:
Jacqueline Waltman, Chairperson
Richard Ramos, Vice-Chairperson
Matthew Doyle, Secretary
Linda Barnes
Iveta Ovsepyan

Also present:
Daniel Amaya, Administrative Analyst I
Jina Oh, Chief Assistant City Attorney
Sherry Richardson, Administrative Officer
April Rios, Human Resources Manager
Rene Sanchez, Acting Human Resources Manager
Jessica Sandoval, Executive Assistant
Julianne Venturo, Ast Management Services Director

Future Agenda Items

None

Open Public Comment Period of Oral Communications

None

Approval of Minutes

MOTION CARRIED: It was moved by Ms. Barnes, seconded by Mr. Doyle and carried 5-0 to approve the amended minutes of the regular meeting of September 7, 2022.

Proposed Amendments to Classification Plan

a. **Revision of the Specification for the Classification of Administrative Analyst I**

MOTION CARRIED: It was moved by Mr. Doyle, seconded by Mr. Ramos and carried 5-0 to approve the revision of the specification for the classification of Administrative Analyst I.

Recruitment and Selection Report – August 2022

RECOMMENDATION: Note and file.

Appointments and Assignments

For the month of September, 2022, there was one temporary assignment extension. The extension was being sought on behalf of the Public Works Department.

MOTION CARRIED: It was moved by Ms. Barnes, seconded by Ms. Ovsepyan and carried 5-0 to approve the Appointments and Assignments for the month of September, 2022.

Adjournment

The regular meeting of the Civil Service Board was adjourned at 4:54 p.m.

Julianne Venturo
Assistant Management Services Director

APPROVED:

_____DATE_____
Jacqueline Waltman, Chairperson

_____DATE_____
Matthew Doyle, Secretary

MEMORANDUM

MANAGEMENT SERVICES

DATE: October 3, 2022

TO: Justin Hess, City Manager

FROM: Betsy McClinton, Management Services Director
By: Rene Sanchez, Acting Human Resources Manager

SUBJECT: RECRUITMENT REPORT – End of September 2022

Vacancies open to the public (20)

The Management Services Department (MS) is currently accepting applications from the public for these positions.

Administrative Analyst II (M) (BWP)
(2) Custodian (PW)*
(5) Customer Service Representative II
Data Engineer (BWP)*
(16) Facility Attendant II (PT) (Temp)*
(6) Firefighter Recruit or Firefighter*
Human Resources Technician I (Temp)*
Legal Assistant*
Legislative Analyst
(14) Lifeguard*
(16) Lifeguard-Instructor*
(2) Locker Room Attendant*
(11) Police Recruit or Police Officer*
Principal Civil Engineer (PW)*
Senior Lifeguard*
Senior Plan Check Engineer
Utility Accounting Analyst
(2) Water Service Planner*
Workers' Comp Representative III (Temp)*
(3) Youth Services Worker (BEST)*

*Continuous opening/open until filled

Vacancies open to City employees (2)

MS is currently accepting applications from City employees only for these positions.

Administrative Analyst II (M) (PR)
Public Works Journeyman

Recruitment examinations in process (22)

MS is conducting an examination process for these positions. MS estimates it will complete the examination process by the date indicated and will provide a list of candidates eligible for hire to the hiring department.

(2) Admin. Analyst II (MS) (Temp) (Oct 2022)
Associate Planner (Oct 2022)
Building Administration Manager (Oct 2022)
Buyer I (Oct 2022)
Communications Technician Trainee (Oct 2022)
Custodial Supervisor (Nov 2022)
Field Service Representative (Oct 2022)
Fire Inspector I (Oct 2022)
Intermediate Clerk (MS) (Oct 2022)
Irrigation Specialist (Oct 2022)
(2) Jailer (Nov 2022)
Lead Jailer (Oct 2022)
License & Code Services Inspector II (Nov 2022)
(11) Police Recruit or Police Officer (Oct 2022)
(2) Principal Electrical Engineer (Oct 2022)
(8) Sr Clerk (4-PW, PD, 2-BWP, LS) (Oct 2022)
Senior Secretary (Nov 2022)
Senior Test Technician (Oct 2022)

(2) Storekeeper (Oct 2022)
Transportation Operations Supervisor (Oct 2022)
(3) Utility Worker (PR) (Oct 2022)
Welder (Nov 2022)

Recruitment examinations completed (59)

MS completed the examination process for these positions. MS gave names of candidates eligible for hire to the hiring department for their internal selection process (typically a final interview). MS is awaiting notice of selection.

Account Clerk (BWP)
(2) Administrative Analyst I (M) (PD)
Animal Control Officer
Assistant Traffic Signal Technician
Associate Transportation Planner
Carpenter
Cement Finisher
Clerical Worker (PT) (CM)
Clerical Worker (PW)
Cross Connection Control Specialist
(5) Communications Operator
Communications Operator (As-Needed)
Crime Analyst
(4) Crossing Guard
(2) Custodian (PW)
(3) Electrical Engineering Associate I
Engineering Assistant/Traffic
(16) Facility Attendant II (PT) (Temp)
Fire Battalion Chief
(6) Firefighter Recruit or Firefighter
Financial Accounting Manager – BWP (Temp)
Fleet Maintenance Technician (BWP)
Food Services Aide
(3) Groundskeeper Helper
Information Systems Analyst I (BWP)
(5) Jailer (As-Needed)
Legal Secretary
Library Assistant
(2) Library Page (PT)
(14) Lifeguard
(16) Lifeguard-Instructor
(2) Locker Room Attendant
Marketing Associate
Motor Sweeper Operator
(3) Parking Control Officer
(2) Permit Technician
(3) Pipefitter Apprentice
(2) Police Cadet (PT)
Police Communications Manager
Police Records Technician
(11) Police Recruit or Police Officer
Police Technician
Power Plant Maintenance Trainee
Power Plant Operator Trainee
Real Estate and Project Manager
(3) Recreation Leader
Senior Communication Technician
Senior Electrician
Senior Groundskeeper
Senior Library Assistant
Senior Lifeguard
Senior Recreation Leader
(3) Senior Tree Trimmer
Senior Water Plant Operator
Solid Waste Truck Operator
Transportation Services Driver (PT)
(6) Tree Trimmer
(3) Work Trainee I (PR)
(20) Youth Services Worker (CREST)

Recruitments by outside recruitment firms (2)

The City sometimes uses outside firms for certain difficult-to-fill positions and also managerial and executive positions because outside firms have expertise in specific fields, use established networks of quality candidates, and proactively reach out to prospective candidates.

Manager Energy Control Center
Manager Technology (BWP)

Upcoming job openings (24)

MS received notice that these positions are vacant, and they will be open to accept applications soon.

(2) Civil Engineering Associate
Collection Systems Leadworker
Construction Inspector I
Custodial Leadworker
Electrical Engineering Associate II
(5) Groundskeeper
(2) Heavy Equipment Operator
Housing Specialist
(2) Intermediate Clerk (CT, PR)
Laborer
(2) Manager Technology (IT)
Parking Control Supervisor
Planning Technician
(11) Police Recruit or Police Officer

Principal Clerk (PR)
Senior Clerk (FD)
Senior Control Operator
Senior Engineering Technician
Senior Plan Check Engineer
Senior Transportation Planner
(2) Skilled Worker (PW)
(3) Tree Trimmer Helper
Veterinary Technician
Workers' Compensation Representative II

Recruitment Plan Update – Police Recruit/Police Officer

There are currently 11 Police Recruit/Police Officer vacancies. There were two candidates hired this month, and we received notice of four new vacancies (Personnel Requisition) this month. As indicated above, the recruitment for Police Recruit/Police Officer is open continuously. Physical agility examinations will continue to occur once a month, and our pace is to complete 12 this year.

Currently there are no candidates in the onboarding process and following are updates for Police Recruits attending police academies:

- One Police Recruit graduated from the Rio Hondo Police Academy.
- One Police Recruit is anticipated to attend the Rio Hondo Police Academy beginning in November 2022.

Recruitment Plan Update – Firefighter Recruit/Firefighter

There are currently six Firefighter Recruit/Firefighter vacancies. MS staff is proctoring two recruitments in 2022. For the purposes of this report, they will be listed as Firefighter Recruitment 1 (FF1) and Firefighter Recruit Recruitment 2 (FF2).

- In FF1, the City is currently accepting applications for the position of Firefighter. This application submittal period will be open continuously until vacancies are filled. Currently there is one candidate in the onboarding process.

- In FF2, a total of 99 candidates were invited to participate in the biddle performance examination, and 92 appeared. Out of the 92 that appeared, 85 passed and have been invited to attend a background orientation in mid-October.

MEMORANDUM

POLICE DEPARTMENT

DATE: October 6, 2022

TO: Justin Hess, City Manager

FROM: Michael Albanese, Chief of Police
BY: Courtney Padgett, Police Administrator

SUBJECT: Tow Services and Vehicle Storage Agreements With Girard and Peterson Inc.

BACKGROUND

At several recent City Council meetings, concerns have been expressed during general public comment regarding the City's agreement for the provision of tow and vehicle storage services with Girard and Peterson Inc. At the October 4, 2022, City Council meeting, Council Member Schultz requested that Council be provided a copy of the agreement for review.

DISCUSSION

To support law enforcement actions conducted in compliance with California Vehicle Code 22651, Authority to Remove Vehicles, the City requires the services of an official police tow service provider for the efficient and safe removal of vehicles from roadways. These services are necessary to remove vehicles involved in traffic collisions, aid with disabled vehicles, impound abandoned vehicles, impound and store vehicles as criminal evidence, and impound vehicles when owners have failed to pay multiple outstanding parking citations as prescribed by local and state law.

Attached are three documents relevant to the City's current agreement with Girard and Peterson Inc. to provide vehicle tow and storage services:

Attachment 1 – Agreement for Vehicle Towing and Storage (2008)

- City Council approved on November 18, 2008
- Agreement approved for a 10-year term from the date of execution (November 20, 2008, to November 19, 2018)

- City Council authorized the City Manager to approve an extension of the contract for an additional term of 10 years

Attachment 2 – Amendment to Agreement for Vehicle Towing and Storage (2013)

- City Council approved on July 9, 2013
- Amended for contractor to provide guaranteed storage space for six vehicles that are held by the Police Department for investigative purposes at a rate to the City of $1,000 per space per year (total of $6,000 annually)
- Amended to change the authorized rates that may be charged from those adopted by the City of Los Angeles Police Commission to the California Highway Patrol for the geographic area encompassing the City of Burbank

Attachment 3 – Amendment to the Agreement for Vehicle Towing and Storage (2018)

- As authorized by City Council pursuant to the prior agreement, the City Manager approved an extension of the agreement effective November 20, 2018
- Agreement extended for an initial four-year term (November 20, 2018, to November 19, 2022), with the option for two renewals for three-year terms each (contingent upon City Manager approval)

CONCLUSION

The Police Department is in the process of conducting a comprehensive review of the City's history of the provision of vehicle tow and storage services, to include its agreements with Girard and Peterson Inc. This review will include an overview of agreements, type and quality of services provided, and statistics on vehicle impounds and tow services. As per the request of Council Member Frutos at the October 4, 2022, City Council meeting, this report will be presented to Council at a future City Council meeting.

ATTACHMENTS

Attachment 1: Agreement for Vehicle Towing and Storage (2008)
Attachment 2: Amendment to Agreement for Vehicle Towing and Storage (2013)
Attachment 3: Amendment to Agreement for Vehicle Towing and Storage (2018)

AGREEMENT FOR VEHICLE TOWING AND STORAGE

The City of Burbank, a Municipal Corporation, hereinafter referred to as "City" and Girard and Peterson, Inc., a California Corporation, hereinafter referred to as "Contractor", agrees as follows:

The purpose of the agreement is to provide for towing and storage services for vehicles seized, impounded, or otherwise caused to be removed from the highways or from public or private property by the City's Police Department.

It is the intent of the parties that the City shall not, except as otherwise provided herein, enter into any other tow agreements with any other persons or entities throughout the duration of this agreement.

AGREEMENT

In consideration of the above and the mutual covenants hereinafter contained, the City and the Contractor do hereby mutually agree to the terms and conditions as follows:

1. **Services to be Performed**. Contractor shall furnish towing and storage services for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by the City's Police Department. Towing service shall include but not be limited to removal of wrecked vehicles and debris resulting from accidents, preliminary work or separation of entangled vehicles, and necessary service to heavy duty vehicles on the highways.

2. **Conduct**. Contractor shall perform such services, whether under the Agreement or otherwise, in an ethical, courteous, and orderly manner, endeavoring to maintain a high level of service to the public in accordance with directives of the City's Police Department.

3. **Priority and Response Time**. Contractor shall furnish such services promptly and at any times during the day or night, whether furnished under this Agreement or otherwise, and when called by the City's Police Department and shall;

   a. Give Priority to City calls when requested;

   b. Maintain sufficient personnel and equipment to provide for a maximum response time of fifteen (15) minutes, except as otherwise provided herein;

   b. Notify the City's Police Department upon receipt of request for tow when a tow unit cannot respond immediately and give an estimated time of arrival; and

   c. Contractor shall provide immediate response whenever requested to respond to the scene where a child is locked in a vehicle or other

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similar emergency.

4. **Administration**. The City's Police Department shall administer this Agreement on behalf of the City and Contractor shall abide by the directions and decisions of Police Officers at the scene of a call.

5. **Sufficient Personnel**. Contractor shall have sufficient personnel on duty at all times to:

a. Receive call from the City's Police Communications Center;

b. Dispatch tow units;

c. Provide security at all storage sites; and

d. Provide such other services as may be required under this Agreement.

6. **Operators**. No person shall be employed by Contractor as a tow unit operator until he has received a written permit from the License Division of the City, approved by the Chief of Police after a police investigation to be conducted prior to issuance of the permit. Photo identification cards issued by the License Division shall be carried by the tow unit operator at all times while operating the tow unit and shall be returned to the Police Department of the City by Contractor immediately upon suspension, revocation, or termination of the tow unit operator's employment. Operator shall possess the appropriate class of California driver's license and medical certificate, if required, for the type of tow unit being operated.

Tow unit operators shall wear a uniform approved by the Chief of Police whenever they are performing services in response to a call from the City. A name tag identifying the operator by first initial and last name shall be worn on the operator's outer most shirt or jacket.

7. **Radio Equipment**. Contractor may equip tow units and facilities with radio equipment capable of receiving police calls, police frequency and/or local government frequencies. Those trucks which primarily operate after normal business hours may use government frequencies for emergency contact with Police Communications Center.

8. **Tow Trucks**.

a. Contractor shall equip and maintain a minimum of six (6), Class A light duty, 11,000 to 25,500 GVWR manufacturer rated tow trucks with recovery and wheel lift capabilities. The main winch (es) shall be hydraulically driven and shall have a minimum manufacturer rating of four (4) tons at the bare drum, with a minimum of one hundred feet (100') of industry standard wire rope. Wheel lift units shall be rated at a minimum capacity of 4,000 lb. and a recovery boom capacity of eight (8) tons

b. Each such class A tow truck shall be equipped with a snatch block, self loading dollies, 2.5 ton floor jack, j/t hook chain assemblies, and a vehicle lockout kit.

c. Contractor shall maintain a minimum of two (2) car carrier tow trucks with manufacturer rated minimum of 15,000 lbs. GVWR. The main winch(es) shall be hydraulically driven and shall have a minimum manufacturer rating of four (4) tons at the bare drum, with a minimum of fifty feet (50') of industry standard wire rope. Car carrier bed load ratings shall be minimum of 10,000 lbs.

d. Contractor shall maintain a minimum of one (1), Class B medium duty, 25,501 to 33,000 GVWR manufacturer rated tow truck equipped with air brakes and have air hook-up capability at the rear. Tow truck must have wheel lift capacity of minimum 6000 lbs. and a recovery boom capacity of fourteen (14) tons. The main winches shall be hydraulically driven and shall have a minimum manufacturers rating of seven and a half (7.5) tons at bare drum, with a minimum of one hundred fifty feet (150') of industry standard wire rope.

e. Each such class B tow truck shall be equipped with dual winches, two (2) snatch blocks, air hoses and fittings, lift/fork adapters, and medium duty tow/hook chain assemblies.

f. In lieu of maintaining one (1) truck as specified in subsection (d), Contractor may maintain two (2) of those types of trucks specified in subsection (g).

g. Contractor shall maintain a minimum of one (1) three (3) axle Class C heavy duty, tow truck with a minimum of 50,000 GVWR manufacturer rating measuring no less than one hundred fifty six inches (156") CA, (cab to axle) measured to the middle to the tandems. The main winches shall be hydraulically driven and shall have a minimum manufacturers rating of twenty five (25) tons at bare drum, with a minimum of two hundred feet (200') of industry standard wire rope. The tow truck shall be equipped with air hook-up capability at the rear and shall have axle lift capacity of minimum 12,000 lbs. and a recovery boom capacity of forty (40) tons.

h. Each such tow truck shall be equipped with dual winches, two (2) snatch blocks, air hoses and fittings, pintle hook attachment, lift/fork adapters, and heavy duty tow/hook chain assemblies.

i. Contractor shall maintain a minimum of one (1) Class C heavy duty, tractor-trailer lowbed unit with a combined GVWR of 80,000 lbs. The trailer must be a traveling axle unit with a manufacturers minimum load bed rating of fifty (50) tons. The main winch shall be hydraulically driven and shall have a minimum manufacturers rating of six (6) tons at the bare drum, with a minimum of one hundred feet (100') of industry standard wire rope.

j. All trucks used in performing towing services, whether under this Agreement or otherwise, shall conform to all requirements of the California Vehicle code and shall comply with the following:

k. Truck bodies shall be painted and kept clean and in good repair, free of dents or damage.

l. The cab interior shall be kept clean and only proper equipment shall be kept inside.

m. The tow truck bed shall be kept clean and equipment shall be properly mounted and maintained.

n. Tail, stop, and turn signal lamps with electrical extension cord, and safety chains shall be used on all towed vehicles. A four point tie down system shall be utilized for all vehicles that are transported.

o. In addition to the above, each tow vehicle shall carry the following equipment:

- State approved air tank or compressor system.
- Flashlight or portable lighting system.
- Floor and/or bottle jack 2.5 ton capacity.
- Gasoline container, 2.5 gallon capacity
- Two (2) four way lug wrench, standard and metric.
- Battery booster cables.
- Safety Chains with safety latches.
- Sledge hammer, broom, and shovel.
- Flares, reflective triangles, or traffic cones.
- Bolt cutters, pry bar, and hand tools.
- Recovery chains, recovery straps, and attachments.
- Trash cans and absorbent.

9. **Tow Truck Parking**. Contractor shall at all times provide sufficient off-street parking spaces for the parking and storage of vehicles and other equipment used in the performance of this Agreement or otherwise. Employees' vehicles shall also be parked off street.

10. **Tow Unit Markings**. Each tow unit shall be marked as required by California Vehicle Code Section 27907. Lettering shall be at least two and one-half (2 ½) inches but not in excess of four (4) inches in height. Tow units may be marked with an official City insignia.

11. **Storage Lot**. Contractor shall at all times provide and maintain within the boundaries of the City of Burbank a storage lot or lots having an aggregate area of at least fifty thousand (50,000) square feet for the storage of vehicles pursuant to this Agreement or otherwise. The storage lot or primary lot if more than one such lot is maintained shall be:

a. Immediately adjacent to or contain office facilities;

b. Adequate in size to accommodate all:

i. "Hold" vehicles;
ii. Late model vehicles;
iii. Specially equipped vehicles; and
iv. Vehicles to be released immediately to owners;

c. Entirely surfaced with either concrete or asphaltic material;

d. Free of holes or areas that are decomposed or broken;

e. Clean and free of liter, debris, or weeds;

f. Sufficiently lighted to afford easy visibility to all area of the lot; and

g. Sufficient to afford ready and easy access to all vehicles.

h. Video security surveillance system.

Secondary lots shall provide easy access to all stored vehicles and shall be kept clean and free of liter, debris, and weeds. Lighting of such lots shall be adequate to insure security.

Contractor shall provide security to all lots sufficient to reasonably preclude theft or damage to stored vehicles and as hereinafter provided.

12. **Storage of Vehicles**. All vehicles towed or stored by Contractor, whether under this Agreement or otherwise, shall be kept in an enclosed area, under lock and key, except when under direct supervision. At no time shall such vehicles be parked or stored or left standing on any public street or alley. Undamaged (high-value) vehicles shall be segregated from wrecks or junk and shall be kept in the primary lot. All vehicles shall be systematically parked and sufficiently separated to preclude the probability of damage.

13. **Enclosing of Storage Areas**. Outdoor areas used for storage shall be enclosed with a solid wall or substantial opaque wire fence at least six (6) feet in height, having a gate or door of adequate width and equivalent height unless specified otherwise by the Police Department. Such gate or door shall remain closed except for ingress and egress, so as to preclude viewing by the general public of stored vehicles. The bottom edge of any such fence or wall, including all gates or doors, shall be maintained in such a manner as to prevent persons from crawling under or otherwise gaining entry to the enclosed areas. All wall or fence enclosures shall comply with the Burbank Municipal Code and other applicable laws and regulations and shall be maintained in first class condition throughout the term of this Agreement; any damage shall be repaired promptly within twenty-four (24) hours of notice of such damage.

14. **Office**. The office shall be neat in appearance, clean and painted. A waiting area shall be provided for customers with adequate restroom and other facilities for the customers' comfort.

Contractor shall maintain a computer system with lot control inventory and release invoicing software. In addition, an office fax machine, e-mail capability, and copy machine shall be included. Contractor shall maintain a private line of communication to the police department communication center for the purpose of receiving and answering tow requests.

15. **Garage**. The garage shall be kept in good repair. Vehicles stored shall be systematically parked to provide easy access and sufficiently separated to preclude the probability of damage. Storage areas shall be secured to preclude the possibility of theft, damage or the contamination of evidence, such as fingerprints or stains.

16. **Body and Fender Repairs**. Except as otherwise provided herein, no body or fender repairs shall be performed on said storage lots, nor shall Contractor, during the term of this Agreement, conduct or have an interest in any body or fender repair business located within the City of Burbank. Contractor shall not be prohibited from performing body or fender repair work on any of those trucks owned or operated by him on any of the storage lots referred to herein.

Contractor shall be permitted to allow other property owned by him wherever located to be utilized as a body or fender repair business so long as he has no interest in the business. Contractor shall inform the owner or driver that repairs may be performed at the garage of his choice, and shall not waive or rebate towing or storage charges as an inducement to the owner to select Contractor garage for mechanical repairs.

17. **Place to Which Vehicles Shall be Towed**. Any vehicle towed pursuant to this Agreement or otherwise, shall be taken to such place as the owner or driver of the vehicle shall direct, unless impounded by the Police Department of City, in which event it shall be taken to the storage lot provided by Contractor. If the owner or driver declines to specify a destination, is unable to do so, or is not at the scene of removal, Contractor shall tow the vehicle to Contractor storage lot. In no case shall Contractor use coercion or pressure of any kind upon the owner or driver of a vehicle to have the vehicle towed to Contractor's own storage yard or garage.

18. **Evidence to be Safeguarded**. Contractor shall at all times have sufficient space for the storage of at least fifteen (15) vehicles impounded for fingerprints or other forensic evidence. Contractor shall take all reasonable precautions required by the Police Department of City to avoid damage to any evidence or impounded vehicles such as fingerprints or stains. Vehicles taken into custody which involve such evidence shall be stored in an impound area secured from unauthorized persons. Vehicles stored for prints shall be protected from dust and dirt or deterioration of evidence by the sun or other elements.

19. **Responsibility for Vehicle, Accessories, and Personal Property**. Contractor shall be responsible for vehicles and accessories while in his possession. Contractor shall also be responsible for personal property left in the vehicle at the time possession of that vehicle is taken. Property of significant value should be noted on the impound form. Any property or items removed by the contractor for the purpose of safekeeping, shall be immediately noted and dated on the impound form, a receipt for the removed property shall be placed inside that vehicle, and

logged on the contractor's computer inventory system. Contractor shall not remove any items from a vehicle impounded as evidence.

20. **Release of Vehicles**. Contractor shall maintain personnel at his place of business between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday for the release of vehicles. On Sundays, holidays, and after hour release requests, vehicles may be released by on-duty staff when at the facility, or by personnel at the call station within a response time of one hour or less after a request is made to redeem a vehicle. A gate fee no more than one-half of the normal towing rate for opening the lot in these circumstances, may be charged.

21. **Special Hours for Private Impounds.** When the Contractor removes vehicles from private property pursuant to Vehicle Code Section 22658 he shall verify that the person who has requested removal of the vehicle has notified the Burbank Police Department prior to removing the vehicle from private property.

The Contractor must remain open during normal business hours and release vehicles after business hours. Any vehicle removed from private property under Vehicle Code Section 22658 shall be made available for release within one-half hour of a vehicle owner's release request or request of the police department. The maximum fee for releasing a vehicle after normal business hours shall be one-half of the hourly tow rate charged for initially towing the vehicle, or less.

22. **Regulation.** Contractor shall comply with all federal, state and local ordinances, shall make all reports required by the Vehicle Code of the State of California, and shall follow all reasonable rules or regulations which the Police Department of the City may from time to time prescribe governing the conduct of Contractor's operations under this Agreement.

Contractor shall not sell an impounded vehicle to any Police Department employee or members of their household, except at public auction. Contractor shall comply with all provisions of Title 3, Chapter 4, Article 5 of the Burbank Municipal Code.

23. **Authorized Rates and Charges.** Rates and charges shall not exceed those established by the City of Los Angeles Police Commission and approved by the Burbank Chief of Police. Contractor shall maintain a sign listing the rates and charges of all services offered. Such sign shall be conspicuously placed in the office or other place where customer financial transactions take place. The lettering on such sign shall be a minimum of one (1) inch high with one-quarter (1/4) inch stroke and shall be a contrasting color from the background.

24. **Settlement of Disputes.** Should there be any dispute between a Contractor and owner of the vehicle over charges made for services rendered under this Agreement, such dispute shall be decided by the Chief of Police of City, or his duly authorized representative, and the Contractor shall make no demands upon the owner of the vehicle for a sum in excess of the amount determined to be reasonable by the Chief of Police, or his authorized representative. The Chief of Police or representative may hold an administrative hearing if any party to the dispute so requests.

25. **City Not Liable.** Neither the City nor the Police Department of City shall be responsible to the Contractor for payment of towing, removal, or storage charges except where provided in Section 29 and Section 35 of this agreement. Contractor shall look to the owner of the vehicle for payment.

26. **Reports to be Made to City**. Contractor shall provide any information, documentation, etc. requested by the Police Department without delay.

27. **Indemnity and Insurance Requirements**. Contractor shall indemnify and hold harmless the City, its officers, agents, and employees, from an against any and all losses, damages, costs, charges, and expenses of whatsoever kind and nature, including attorney's fees, which the City, its officers, agents, and employees may at any time sustain or incur as a result of the privileges herein granted, or any activity by Contractor, his agents, or employees, or by reason of the performance of this Agreement on the part of the Contractor.

Contractor shall file with the Chief of Police of the City, a policy or duly authorized certificate of public liability insurance, insuring the City, its officers, agents, and employees, against liability, the limits of which shall be one million dollars ($1,000,000.00) combined single limit policy for bodily injury and property damage. Contractor shall named the City as an additional insured on a separate endorsement to the insurance policy.

Contractor shall also make restitution for any loss or damage suffered by the owner of a vehicle while in the Contractor's possession. Contractor shall file with the Chief of Police of the City a policy or certificate of insurance, which shall insure to the benefit of any person who may be injured or damaged by the acts, negligence, of operation of Contractor in the conduct of such business, or in the operation or maintenance of the equipment used, such policy to be limited to not less than one million dollars ($1,000,000.00) for the injury or death of any one or more persons in any one accident, and fifty thousand dollars ($50,000.00) for injury to or destruction of property in any one accident. In addition, the policy shall include insurance for fire, theft, and explosion, in the minimum amount of fifty thousand dollars ($50,000.00) and collision coverage subject to a five hundred dollar ($1000.00) deduction, with each occurrence deemed a separate claim.

All policies, certificates, and endorsements required pursuant to this section shall be submitted to the Burbank City Attorney for approval as to form and shall provide that they will not be canceled or terminated without at least thirty (30) days written notice thereof delivered to the City Clerk of City.

28. **Contractor's Records, Etc., Open to Inspection**. All records, equipment, and storage facilities shall be open to periodic inspection by the Police Department of the City. Any deficiencies shall be corrected as soon as practicable upon request of the Police Department.

29. **City Vehicles**. Contractor shall provide, at no cost to City, routine roadside service including, but not limited to, towing service, to all vehicles owned by the City of Burbank up to and including one (1) ton rated vehicles at the request of the Police Chief or his designee

whenever such vehicles require such service within the City of Burbank, or within five (5) road miles of the corporate limits of the City.

Contractor shall provide storage at no cost for up to nine (9) months for a maximum of seven (7) vehicles being held for investigation or court proceedings. Any vehicle held over the nine (9) months shall be stored and charged for in accordance with Section 35 herein.

30. **Toxic Materials**. City will not knowingly require Contractor to pick up, store or dispose of any toxic or hazardous materials, except for those normal fluids associated with motor vehicles.

31. **Disposal at City Landfill**. Contractor shall be allowed for a maximum of twelve (12) trips per year to the City Landfill for large amounts of trash related to impound and storage of abandoned RVs, vans and trucks. Contractor will be solely responsible for towing vehicle and unloading at landfill.

32. **City Assistance for Large Spills**. City will provide assistance in incidents involving large spills (sand-sweepers, etc.) if situation exceeds routine supplies of Contractor's tow vehicles.

33. **Storage for Large Vehicles**. City shall provide storage space for exceptionally large vehicles being held for evidence, investigation, or court proceedings if Contractor has insufficient space available at the time.

34. **DMV Printout**. City will provide Contractor with a copy of the DMV printout of registration information on all impounded vehicles.

35. **Cost to City**. Any towing and storage expenses for which the City is responsible pursuant to this Agreement shall be billed to the City at no more than 50% of the rate authorized by this Contract.

36. **Duration**. This Agreement shall be for a period of ten (10) years from the date of execution, unless sooner terminated as hereinafter provided.

37. **Assignability**. Neither this Agreement nor any of the rights or privileges herein granted shall be sold, transferred, hypothecated, assigned, or sublet, in whole or in part, voluntarily or involuntarily, without first securing the written consent of City or authorization of Police Department in an emergency. It is understood and agreed that the assignment of this Agreement by operation of law or bankruptcy shall forthwith terminate this Agreement.

38. **Extension of Contract**. Subject to the approval of the City Manager, this Agreement may be extended by the mutual agreement of the City and the Contractor for an additional term of ten (10) years.

39. **Termination**. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. Such written notice may be given to the Contractor by the City Manager enclosing the same in a sealed envelope, postage prepaid, and depositing it in the United States Post Office addressed as follows:

Girard & Peterson, Inc.
154 W. Providencia Avenue
Burbank, CA 91502

Such written notice may be given to City by the Contractor by enclosing the same in a sealed envelope, postage prepaid, and depositing it in the United States Post Office addressed as follows:

Burbank City Manager
275 E. Olive Ave.
Burbank, CA 91510

In the event Contractor fails to adequately perform all services required under this Agreement, City reserves the right, in lieu of termination, to contract for such services, or any portion thereof with other tow and storage services.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Agreement on the 20th day of November, 2008.

"Contractor"

Girard & Peterson, Inc.

David H. Girard, President

APPROVED AS TO FORM:
Office of the City Attorney

Terry B. Stevenson
Sr. Assistant City Attorney

"City"

City of Burbank, a municipal corporation

Signature

MARY ALVORD
Name (please print)

CITY MANAGER
Title

ATTEST:
Office of the City Clerk

Margarita Campos, CMC, City Clerk

AMENDMENT TO AGREEMENT FOR VEHICLE TOWING AND STORAGE

This Amendment to the Agreement for Vehicle Towing and Storage between the City of Burbank, a municipal corporation (hereinafter, the "City") and Girard and Peterson, Inc., a California Corporation (hereinafter, "Contractor") is entered into this 10th day of July, 2013.

RECITALS

A On November 20, 2008, the City entered into a ten (10) year Agreement for Vehicle Towing and Storage (the "Agreement") with Contractor.

B. The Parties desire to amend the Agreement to clarify the obligations for long term storage of vehicles being held for investigation and/or court proceedings.

AMENDMENT TO AGREEMENT

1. Section 18 of the Agreement is deleted in its entirety and a new Section 18 shall be added to the Agreement to read as follows:

18. **Storage of Vehicles for Investigation and/or Court Proceedings**. Contractor shall provide for the following services for the storage of vehicles for investigation and/or court proceedings, or otherwise to be safeguarded:

a. Contractor shall at all times have sufficient space for the storage of at least fifteen (15) vehicles impounded for fingerprints or other forensic evidence. Contractor shall take all reasonable precautions required by the Police Department of City to avoid damage to any evidence or impounded vehicles such as fingerprints or stains. Vehicles taken into custody which involve such evidence shall be stored in an impound area secured from unauthorized persons. Vehicles stored pursuant to this Section shall be protected from dust and dirt or deterioration of evidence by the sun or other elements.

b. Contractor shall provide exclusive storage for six (6) vehicles being held for investigation or court proceedings. City shall pay $1,000 per space annually, payable on the first of July of each year. City shall be entitled to additional spaces on as needed basis and shall pay $100 per additional space per month should additional spaces be added after the first of July of each year. Payment for additional spaces shall be payable on the first of each month for which the additional space(s) are used. As of the first of July of the following year, any additional spaces then being utilized on a monthly basis shall be added on as an annual space for that year at a rate of $1,000 per space.

2. Section 23 of the Agreement is amended to read as follows:

23. **Authorized Rates and Charges.** Rates and charges shall not exceed those established by the California Highway Patrol for the geographic area encompassing the City. Contractor shall maintain a sign listing the rates and charges of all services offered and otherwise abide by the rates, charges, signage and notice requirements set forth in Burbank Municipal Code Section 5-4-519.

3. Section 25 of the Agreement is amended to read as follows:

25. **City Not Liable.** Neither the City nor the Police Department of City shall be responsible to the Contractor for payment of towing, removal, or storage charges except where provided in Section 18 and Section 35 of this agreement. Contractor shall look to the owner of the vehicle for payment.

4. Section 29 of the Agreement is amended to read as follows:

29. **City Vehicles.** Contractor shall provide, at no cost to City, routine roadside service including, but not limited to, towing service, to all vehicles owned by the City of Burbank up to and including one (1) ton rated vehicles at the request of the Police Chief or his designee whenever such vehicles require such service within the City of Burbank, or within five (5) road miles of the corporate limits of the City.

5. Section 35 of the Agreement is amended to read as follows:

35. **Cost to City.** Except as provided for in Section 18, any towing and storage expenses for which the City is responsible pursuant to this Agreement shall be billed to the City at no more than 50% of the rate authorized by this Agreement.

6. All terms and conditions of the November 20, 2008 Agreement are hereby ratified and approved. All other provisions of the Agreement, as amended, not inconsistent with this Amendment shall remain in full force and effect.

In recognition of the obligations stated in this Amendment, the parties have executed this Amendment on the date indicated above.

[SIGNATURES ON NEXT PAGE]

CITY OF BURBANK, a municipal corporation

By _____

Name Justin Hess
(Print or Type)

Title Interim Assistant City Manager

Attest:

Susan M. Jones
for Zizette Mullins, City Clerk

Approved as to Form
Office of the City Attorney

By _____
Terry B. Stevenson
Sr. Assistant City Attorney

GIRARD AND PETERSON, INC.
A California Corporation

By _____
David H. Girard, President

AMENDMENT TO THE AGREEMENT FOR VEHICLE TOWING AND STORAGE

The City of Burbank, a Municipal Corporation, hereinafter referred to as "City" and Girard and Peterson, Inc., a California Corporation, hereinafter referred to as "Contractor" agree as follows:

RECITALS

On November 20, 2008, the City entered into a ten (10) year agreement for Vehicle and Towing Storage (the "Agreement") with contractor. The purpose of the agreement was to provide for towing and storage services for vehicles seized, impounded, or otherwise caused to be removed from the highways or from public or private property by the City's Police Department.

On July 10, 2013, the parties amended the agreement to clarify the obligations for long term storage of vehicles being held for investigation and/or court proceedings

Duration of the agreement was for a period of ten (10) years from the November 20, 2008 execution date. Contract expiration date is November 19, 2018.

Subject to approval of the City Manager, the agreement may be extended by the mutual agreement of the City and the Contractor for an additional ten (10) years.

AMENDMENT TO AGREEMENT

In consideration of the above and in reference to the 2008 agreement and the 2013 amendment attached as exhibits, the City and the Contractor do hereby mutually agree to the following contract extension terms:

1. **Duration**
   Pursuant to Section 38 of the agreement, this amendment will extend the term of the agreement for an initial four (4) year term (November 20, 2018 to November 19, 2022), with an option for two (2) renewals for three (3) year terms each, contingent upon City Manager approval. All other provisions in the previous agreements remain unchanged.

IN WITNESS WHEREOF, the parties agree to execute this Amended agreement which takes effect on November 20, 2018.

Contractor

Girard and Peterson Inc.

David H. Girard, President

City,
City of Burbank City of Burbank, a municipal corporation

Ron E. Davis, City Manager

APROVED AS TO FORM:
Office of the City Attorney

Jina Oh, Sr. Asst. City Attorney

ATTEST:
Office of the City Clerk

Zizette Mullins, City Clerk