

PROFESSIONAL SERVICES AGREEMENT

Between



City of Seal Beach
211 8th Street
Seal Beach, CA 90740

&

Mr. C's Towing
10821 Bloomfield Street Los Alamitos CA 90720
800-273-3699

This Professional Service Agreement ("the Agreement") is made as of 4-9-18, 2018 (the "Effective Date"), by and between MR C's Towing ("Consultant"), a Corporation, and the City of Seal Beach ("City"), a California charter city, (collectively, "the Parties").

RECITALS

- A. City desires certain professional services.
- B. Consultant represents that it is qualified and able to provide City with such services.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

AGREEMENT

1.0 Scope of Services

1.1. Consultant shall provide those services ("Services") set forth in the attached Exhibit A, which is hereby incorporated by this reference. To the extent that there is any conflict between Exhibit A and this Agreement, this Agreement shall control.

1.2. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

1.3. In performing this Agreement, Consultant shall comply with all applicable provisions of federal, state, and local law.

1.4. Consultant will not be compensated for any work performed not specified in the Scope of Services unless the City authorizes such work in advance and in writing. The City Manager may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the City Council. Payment for additional work in excess of this amount requires prior City Council authorization.

2.0 Term

This term of this Agreement shall commence as of the Effective Date and shall continue for a term of 3 years unless previously terminated as provided by this Agreement.

3.0 Consultant's Compensation

City will pay Consultant in accordance with the hourly rates shown on the fee schedule set forth in Exhibit X for Services but in no event will the City pay more than \$ N/A. Any additional work authorized by the City pursuant to

Section 1.4 will be compensated in accordance with the fee schedule set forth in Exhibit B.

4.0 Method of Payment

4.1. Consultant shall submit to City monthly invoices for all services rendered pursuant to this Agreement. Such invoices shall be submitted within 15 days of the end of the month during which the services were rendered and shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period. City will pay Consultant within 30 days of receiving Consultant's invoice. City will not withhold any applicable federal or state payroll and other required taxes, or other authorized deductions from payments made to Consultant.

4.2. Upon 24-hour notice from City, Consultant shall allow City or City's agents or representatives to inspect at Consultant's offices during reasonable business hours all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement. City's rights under this Section 4.2 shall survive for two years following the termination of this Agreement.

5.0 Termination

5.1. This Agreement may be terminated by City, without cause, or by Consultant based on reasonable cause, upon giving the other party written notice thereof not less than 30 days prior to the date of termination.

5.2. This Agreement may be terminated by City upon 10 days' notice to Consultant if Consultant fails to provide satisfactory evidence of renewal or replacement of comprehensive general liability insurance as required by this Agreement at least 20 days before the expiration date of the previous policy.

6.0 Party Representatives

6.1. The City Manager is the City's representative for purposes of this Agreement.

6.2. Kurtis McKinley is the Consultant's primary representative for purposes of this Agreement.

7.0 Notices

7.1. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed 48 hours after deposit

in the United States Mail, first class postage prepaid and addressed to the party at the following addresses:

To City: City of Seal Beach
211 8th Street
Seal Beach, California 90740
Attn: City Manager

To Consultant: MR & S TOWNE, INC
10821 Bloomfield #e
Los Alamitos, CA 90720
Attn: Kurtis McKinley

7.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

8.0 Independent Contractor

8.1. Consultant is an independent contractor and not an employee of the City. All services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the services. Any additional personnel performing services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

8.2. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

9.0 Subcontractors

No portion of this Agreement shall be subcontracted without the prior written approval of the City. Consultant is fully responsible to City for the performance of any and all subcontractors.

10.0 Assignment

Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of City. Any purported assignment without such consent shall be void and without effect.

11.0 Insurance

11.1. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that Consultant has secured all insurance required under this Section. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements shall be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.2. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and, if required by the City, (3) Professional Liability. Consultant shall maintain limits no less than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage and if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Professional Liability: \$1,000,000 per claim/aggregate.

11.3. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to state: (1) coverage shall not be suspended, voided, reduced or canceled except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect

coverage provided to the City, its directors, officials, officers, (3) coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage and that any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it; (4) for general liability insurance, that the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (5) for automobile liability, that the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible.

11.4. All insurance required by this Section shall contain standard separation of insureds provisions and shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

11.5. Any deductibles or self-insured retentions shall be declared to and approved by the City. Consultant guarantees that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

12.0 Indemnification, Hold Harmless, and Duty to Defend

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, volunteers and agents serving as independent contractors in the role of city officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of Consultant, its employees, or its agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct of the City. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, Consultant shall defend Indemnitees, at Consultant's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse City and its directors, officials, officers,

employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its directors, officials, officers, employees, agents or volunteers. All duties of Consultant under this Section shall survive termination of this Agreement.

13.0 Equal Opportunity

Consultant affirmatively represents that it is an equal opportunity employer. Consultant shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination includes, but is not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

14.0 Labor Certification

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

15.0 Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

16.0 Severability

The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

17.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18.0 No Third Party Rights

No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

19.0 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

20.0 Prohibited Interests; Conflict of Interest

20.1. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Consultant shall not accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code §§1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained.

20.2. Consultant further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement. Nor has Consultant paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Consultant hereunder the full amount or value of any such fee, commission, percentage or gift.

20.3. Consultant warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Consultant, and that if any such interest comes to the knowledge of Consultant at any time during the term of this Agreement, Consultant shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

21.0 Attorneys' Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing party in such litigation shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith.

22.0 Exhibits

All exhibits referenced in this Agreement are hereby incorporated into the Agreement as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms of this Agreement, the terms of this Agreement shall control.

23.0 Corporate Authority

The person executing this Agreement on behalf of Consultant warrants that he or she is duly authorized to execute this Agreement on behalf of said Party and that by his or her execution, the Consultant is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the date and year first above written.

CITY OF SEAL BEACH

CONSULTANT

By: Jill R. Ingram
Jill R. Ingram, City Manager

By: [Signature]
Name: Kurtis McKinley

Attest:

By: [Signature]
Robin L. Roberts, City Clerk

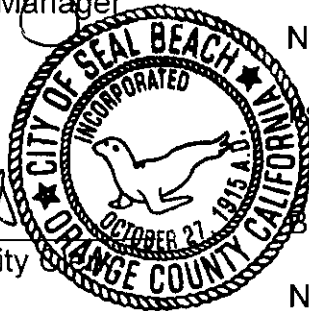
By: [Signature]
Name: [Signature]

Approved as to Form:

By: [Signature]
Craig A. Steele, City Attorney

Name: [Signature]

Its: [Signature]



Tow Service Agreement
Seal Beach Police Department
February 2018
Term of Agreement: 3 Year

12

Exhibit A

The City of Seal Beach / Seal Beach Police Department Tow Service Agreement (TSA) allows the City of Seal Beach discretion in a variety of areas. Below is a list of conditions and guidelines that will be applicable for the City of Seal Beach and will be strictly enforced.

- 1) Maximum response time: Class "A" and Class "B" tow trucks- 25 minutes for daytime and nighttime responses. Class "C" and Class "D" tow trucks- 45 minutes for daytime and nighttime responses. This will be 24 hours a day, seven days a week. An operator or tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle, perform vehicle recover (e.g., rollover, down embankment), provide services (e.g., fuel, flat tire change) and be in possession of the appropriate class of driver license, applicable endorsements and permits.

The contractor must maintain a minimum of at least **five** total trucks. In the event that an operator falls below the required minimum number of tow trucks for more than seven days, due to mechanical failure or a collision, the operator shall notify the Seal Beach Police Department within 48 hours.

All trucks must meet and pass California Highway Patrol (CHP) inspections. All trucks and drivers must meet the CHP standard. If a truck or driver fails CHP inspection they shall be removed for rotation until they are able to meet CHP standard.

- 2) Location of the Tow Facility / Storage yard shall be within a 5 miles of the Seal Beach Police Department. The yard shall be enclosed with no less than a security fence or wall. All storage facilities must be accessible to Seal Beach personnel 24 hours a day, 7 days a week. Contractor should have someone accessible for a vehicle releases during regular business hours. They shall also maintain at least one person at a call station to release a vehicle within 45 minutes upon request, after normal business hours. The operator shall be responsible for the safekeeping and prevention of vandalism of all vehicles and contents which are stored / impounded by the Seal Beach Police Department.

An operators place of business shall have posted in plain view to the public the "Towing Fees and Access Notice" and copies of notice readily available to the public pursuant to Section 22651.07(a)(1)(A)CVC.

- 3) Enclosed Facility: Contractor will maintain, without charge to the City of Seal Beach or any other person, a separate and enclosed garage. The facility must be constructed to include a roof and at least four walls of substantial design to withstand the elements to protect the vehicle from weather. This area shall provide ample room for vehicle inspections. It will be the responsibility

of the contractor to maintain and preserve the chain of evidence at all times. No public or unauthorized access shall be granted, unless to Law Enforcement personnel only, to the vehicle or any other items are being stored as evidence.

Operators shall seek the Seal Beach Police Department approval to remove and release property from any stored or impounded vehicle to a registered owner or R/O's agent along with proper documentation. i.e. signed notarized letter. A receipt shall be placed inside the vehicle and shall be attached to the operator copy of the CHP 180.

In the event a vehicle is impounded for CVC sections 22655(a) VC (hit-and-run investigation) or 22655.5 VC (Evidence), an operator shall not release personal property without prior Seal Beach Police approval.

Fees for evidence shall start upon the date that the vehicle is released from the evidence hold.

- 4) The Seal Beach Police Department shall have the right to waive all contractor tow fees, including "Administrative" and "Release Fees", upon request.
- 5) Contract agents will provide tow services at no cost to City of Seal Beach for all city vehicles.
- 6) Rotation of the tow contractors shall be on a call to call structure. In the event that there are multiple items that are needed to be towed the first on the rotation will be contacted. If the operator is unable to service all the items then the next contractor will be contacted.
 - A call to an operator shall constitute one turn on the list and the operator shall be moved to the bottom of the list.
 - o This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond to provide service, or is canceled due to excessive response time.
 - If the operator responds to a Seal Beach call and is not needed or cancelled by Seal Beach Police, up to and including arriving on scene and standby time which does not result in a tow, there shall be no charge and the operator shall be placed back at the top of the list. Or if the operator is cancelled by the registered owner or agent, prior to taking possession of the vehicle, there shall be no charge and the operator shall be placed back at the top of the list.
- 7) Demeanor and Conduct:
 - (a) While involved in Seal Beach rotation tow operations or related business, the tow operator and/or employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following
 - i. Rude or discourteous behavior
 - ii. Lack of service, selective service, or refusal to provide service which the operator is capable of performing.

- iii. Any act of sexual harassment or sexual impropriety.
- iv. Unsafe driving practices.
- v. Exhibiting any objective symptoms of alcohol or drug use.
 - 1. The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the Seal Beach Police if an odor of an alcoholic beverage is detected upon their person.
- vi. Any acts of discrimination based on a protected group.

8) Compliance with Law

- (a) The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.
- (b) Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs; or acts of moral turpitude should be cause for suspension or removal of an operator/employee's application, or termination of the tow service agreement.
- (c) Personnel, as well as tow operators and their employees, shall not be offered nor accept gratuities pursuant to Section 12110(a) CVC.
- (d) No Tow operator or their employees shall accept and gratuities from a repair shop for delivery of a vehicle not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Section 12110(c) CVC.
- (e) An operator shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operators custody
- (f) An operator or employee arrested/charged for violation involving any above crime should be suspended until the case is adjudicated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER YouZoom Insurance Services, Inc 6900 College Blvd Ste 1000 Overland Park KS 66211		CONTACT NAME: PHONE (A/C, No, Ext): 888-240-8803 FAX (A/C, No): 877-835-1833 E-MAIL ADDRESS: AMServiceCenter@arrowheadgrp.com															
INSURED MRCSTOW-01 Mr. C's Towing Inc PD Towing Only Inc DBA Mr.C's Towing 10821 Bloomfield St Suite C Los Alamitos CA 90720		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: American Guarantee and Liability Insurance</td><td>26247</td></tr><tr><td>INSURER B: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER C: Insurance Company of the West</td><td>27847</td></tr><tr><td>INSURER D: Hudson Specialty Insurance Company</td><td>37079</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Guarantee and Liability Insurance	26247	INSURER B: Zurich American Insurance Company	16535	INSURER C: Insurance Company of the West	27847	INSURER D: Hudson Specialty Insurance Company	37079	INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 342621696**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WVE 5021005 06	4/1/2017	4/1/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$1,000,000																			
B A	Garage Keepers Motor Truck Cargo - Prop in Veh		CPO1639618-01 CPO1639618-01	10/25/2017 10/25/2017	10/25/2018 10/25/2018	<table border="1"><tr><td>Limit</td><td>2,000,000</td></tr><tr><td>Any One Vehicle Limit</td><td>75,000</td></tr></table>	Limit	2,000,000	Any One Vehicle Limit	75,000										
Limit	2,000,000																			
Any One Vehicle Limit	75,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Garage Keepers includes On-Hook coverage.

Cargo Limit: Single Conveyance \$75,000, Per Disaster \$375,000; Cargo Deductible \$1,000.

Certificate Holder is named as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**Seal Beach P.D.
911 Seal Beach Boulevard
Seal Beach CA 90740

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

YouZoom Insurance Services, Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
YouZoom Insurance Services, Inc
6900 College Blvd
Ste 1000
Overland Park KS 66211

CONTACT
NAME:
PHONE (A/C, No, Ext): 888-240-8803 FAX (A/C, No): 877-835-1833
E-MAIL ADDRESS: AMServiceCenter@arrowheadgrp.com

INSURED MRCSTOW-01
Mr. C's Towing Inc
Mr. C's Towing of Southgate Inc
10821 Bloomfield St
Ste #C
Los Alamitos CA 90720

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Insurance Company of the West	27847
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1952145919

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WVE502100506	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Seal Beach P.D.
911 Seal Beach Blvd.
Seal Beach ca 90740

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

YouZoom Insurance Services, Inc.

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Mr C's Towing
10821 Bloomfield St unit C
Los Alamitos Ca 90720
800 273-3699 or 562 594-9521 fax 562 594-4329

Charges for Service

1. Class A

Tow: 195.00

Storage:
Inside & Outside

62.00

2. Class B

Tow: 215.00

Storage:
Inside & Outside

70.00

3. Class C

Tow: 305.00

Storage:
Inside & Outside

70.00

* These are our CHP approved rates. Please be aware that rates change yearly plus or minus 5% due to increase in gas prices, etc.

City of Seal Beach

City Hall
211 8th Street
Seal Beach, CA 90740-6379
(562) 431-2527 Ext. 1314 or 1332

Email: BusinessLicense@sealbeachca.gov

License Issued To:

Mr. C's Towing
10821 Bloomfield Ave, Unit C
Los Alamitos, CA 90720

Owner's/Agent's Name:
Kurtis McElroy

Lic. Type: General Business License

License #: MRC0001

Customer #: 0006557

Expires: June 30, 2018

Date Printed: 06/12/2017

Business License

Business Location:

10821 Bloomfield Ave, Unit C
Los Alamitos CA 90720

Business Type:

Auto Towing

Business Class:

Transportation Services, NEC (pipeline terminal
and stockyards for transportation)

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE

City of Seal Beach Ordinance NO. 1653

The business license tax imposed by the Chapter shall not apply to any business which has gross annual receipts of \$25,000 or less in the one year period immediately preceding the issuance of a business license. To establish eligibility for the for this exemption, the business shall provide such documentation as requested by the Director of Finance including, without limitation, tax returns, and financial documentation. The Director of Finance shall establish such policies and procedures as are necessary to implement the exemption granted herein. Any business operating in the City with gross receipts of more than \$25,000 annually shall pay the full amount of the applicable business tax. In order to determine exemption eligibility, a copy of this completed form, a \$25.00 processing fee, and a copy of one of the following Federal Tax Returns must be submitted:

EXEMPTION REQUIREMENTS:

2015 Federal Tax Returns

- **Schedule C (Form 1040)** – Profit or Loss From Business (*Sole Proprietorship*); or
- **Schedule E (Form 1040)** – Supplemental Income and Loss (*From Rental Real Estate, Royalties, Partnerships, S Corporations, Estates, Trusts, etc.*); or
- **Schedule C-EZ (Form 1040)** – Net Profit From Business (*Sole Proprietorship*); or
- **Form 1065** – U.S. Return of Partnership Income.

Please note: All Independent Contractors within an establishment are required to apply for a city business license. Independent Contractors are those who work on the premises whose Federal/State income taxes are not typically withheld by the employer/business owner and receive an annual Federal Income Tax Form 1099.