

**AGREEMENT FOR SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FINISH LINE TOWING**

PREAMBLE

This Agreement is entered into between Finish Line Towing, a California corporation, ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City requires the services of Contractor for the purpose of providing tow services for the removal of disabled, abandoned, and illegally parked motor vehicles, as well as a variety of police initiated vehicle tow requirements; and,
- B. Chapter 10.10 of "The Code of the City of Santa Clara, California" ("Code") provides for the removal of abandoned, wrecked, dismantled or inoperative vehicles, or parts thereof; and,
- C. City requires the establishment of a clear and concise tow policy to alleviate controversy among tow company operators and to minimize the complaints made to the City from members of the public at large and the owners of the specific motor vehicles involved; and,
- D. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- E. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Police Department Initiated Tows

Exhibit B – Non-Police Initiated Tow Services

Exhibit C – Schedule of Fees, Tow Rates and Charges

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 1, 2019 and terminate on December 31, 2023.

3. VEHICLE TOWING BY CONTRACTOR.

As material consideration to City for entering into this Agreement, Contractor shall provide:

- (a) prompt tow service for vehicles involved in collisions or disabled by any other cause, or abandoned in public places or on private property, regardless of the type or condition of the vehicle;
- (b) removal from the street of all debris resulting from collisions;
- (c) safety and security of vehicles towed and the contents thereof;
- (d) lawful conduct of lien sales or other disposal of such vehicles.

City is interested only in the results obtained by Contractor in the performance of Services hereunder. The manner and means of conducting tow service will be under the sole control of Contractor, so long as Contractor abides by the provisions of this Agreement and any applicable local, state and federal legislation.

Contractor agrees to tow any or all vehicles as requested by City, to conduct lien sales, and to dispose of said vehicles pursuant to all applicable local, state and federal laws, at Contractor's sole cost and expense. CONTRACTOR SHALL ACCEPT ANY AND ALL REQUESTS FOR SERVICE. It shall tow the vehicle assigned to it by the Public Safety Officer or Public Safety employee at the scene and is responsible for providing prompt service and/or removal of any vehicle regardless of age, size, value, or condition.

City shall have the right to require Contractor to tow vehicles from any location within the City subject to the procedures set forth in this Agreement. Contractor shall be fully responsible for conducting all categories of service set forth below. City reserves the right to make any contractual or other arrangements concerning vehicle tows as City deems necessary without incurring any liability or obligation to Contractor.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has, and its individual employees or agents have, the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. This includes all applicable licenses and certifications; Contractor and its employees shall maintain in good standing all applicable licenses and certifications during the term of this Agreement. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

5. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. CATEGORIES OF TOWING SERVICES.

By entering into this Agreement, Contractor shall be placed on the City Tow Service List ("City Tow Service List") maintained by City for various types of towing services. City shall have absolute discretion in initially determining, and subsequently modifying, its Tow Service List. City shall not be required to dispatch Contractor to any minimum number of tow calls per month, or during any other period, during the term of this Agreement. As a result of being placed on City Tow Service List, Contractor shall provide the tow service activities set forth under this Agreement including police-initiated tows, abandoned vehicle tows, voluntary tows and debris removal, as follows:

A. Police-Initiated Tows

Police-initiated tow services may result from a variety of police activities, including accident investigations and cleanup, impounds, criminal investigations, and other law enforcement activities. Contractor shall be placed on two City of Santa Clara Police Department ("S.C.P.D.") rotating schedules and shall be held to strict response time standards. Rotation Schedule A is for the towing of

Recreational Vehicles (RV's), Cab-Over Campers, Motor Homes (on wheels), and open trailers. Rotation Schedule B is for all other vehicle tows. The terms and conditions of this Agreement, which apply to the contractors listed on the City Tow Service List, are set forth in Exhibit A, attached hereto and incorporated herein by reference. Any contractor that responds to police-initiated tow services requests shall also be required to provide service required for abandoned vehicle tow services and City's "Voluntary Tow Program," as defined in this Agreement.

B. Abandoned Vehicle Tows

This service category includes tow contractors that must be available to provide tow services within the jurisdictional limits of City resulting from tow service requests originating from City's Police Department on a rotating basis. Excluding weekends, tow contractors shall provide tow service to remove abandoned, wrecked, dismantled, or inoperative vehicles that are located in the jurisdictional limits of City within a 25-minute period of time. Regular hours of operations for this service would be Monday through Friday 8:00 AM to 5:00 PM. Tow contractors whose names are on the City Tow Service List shall be placed on the S.C.P.D. rotating schedules. The terms and conditions of this Agreement, which apply to the contractors that provide tow service to remove abandoned, wrecked, dismantled, or inoperative vehicles are set forth in Exhibit B, attached hereto and incorporated herein by reference.

C. Voluntary Tow Program

In an effort to assist City's citizens in the abatement of unwanted vehicles, City has established a "Voluntary Tow Program." S.C.P.D. will manage the program and notify Contractor for the removal and disposal of vehicles relinquished by parties holding title or proof of ownership accepted by S.C.P.D. Contractor agrees to provide tow services on a rotational basis for this program, as set forth in Exhibit B.

D. Debris Removal Service

This service is specifically for vehicle debris removal from scenes not related to police-initiated tows pursuant to Section 7(A). Contractor agrees to provide this service on a rotational basis at the request of the S.C.P.D., as set forth in Exhibit A.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. FEES, TOW RATES AND CHARGES.

In consideration for entering into this Agreement with City, Contractor agrees to accept the payments, and to charge rates and charges no greater than the SCHEDULE OF FEES, TOW RATES AND CHARGES for any of the various tow services provided under this Agreement, as set forth in Exhibit C attached hereto and incorporated herein by reference. The maximum compensation paid to Contractor under this Agreement shall not exceed fifty thousand (\$50,000.00) dollars, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance without a fully executed Amendment, as described in this Agreement.

Any charges that are billed to the City must be submitted no later than thirty days (30) days from the day the vehicle is towed by the tow company. The City will not be responsible for any billings which occur after this time frame.

Contractor shall be responsible for the collection of payment from a customer of any charge for services rendered. Requests for payments shall be made to the registered owner of the vehicle or legal representative, and no cost or expense, or any part thereof, shall be charged against the City, unless otherwise explicitly set forth in this Agreement.

10. ACCEPTANCE OF ADDITIONAL TOW COMPANIES.

- A. In its sole discretion, the City may add tow operators to the City Tow Service List at any time during the term of this Agreement, subject to the same terms and conditions.

11. WAIVER OF CLAIMS.

- A. Contractor, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims or causes of action against City, its officers, agents, or employees which it may now or hereafter have for any loss or damage to the property of, or injury or damage to Contractor, its officers, employees, agents, contractors or any other person, from any cause or causes arising at any time because of any activity carried on pursuant to this Agreement, except as may arise from the sole active negligence or sole willful act of City, its officers, agents, or employees.
- B. Contractor also agrees to waive any claim or cause of action against other tow operators who, at City's request or direction, conduct any type of police-initiated tow.

12. STANDARDS OF SERVICE.

- A. All of Contractor's officers, agents, or employees who engage in performance of this Agreement with City on behalf of Contractor shall conduct themselves in a courteous and professional manner to City personnel and to members of the public.
- B. Contractor shall require that all of Contractor's employees who serve the public wear an identifiable uniform and/or company shirt or jacket that includes, but is not limited to, Contractor's name, logo, and employee's name. Contractor shall also require that drivers maintain acceptable personal hygiene and regular maintenance of their uniform. Nothing in this Agreement shall preclude Contractor from establishing a dress code or similar rules to regulate the appearance of their employees.
- C. Contractor agrees to accept, from any party whose vehicle has been towed pursuant to this Agreement, any of the following means of payment for the tow service charges: United States currency or credit cards. Appropriate credit card equipment must be located on the premises and available for immediate processing from each tow truck. In addition, a person operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change for a reasonable monetary transaction.

13. RECORDS/REPORT TO CITY.

Contractor shall at all times make all reasonable efforts to maintain accurate and complete records of each City-initiated tow received. These records shall contain all of the following information:

- A. Name, address, and phone number of person whose vehicle was towed;
- B. Vehicle identification number, license plate number, make, year, model, and color of each vehicle towed;
- C. Date and time tow request was received and date and time of response;
- D. Location from which vehicle was towed, and name or number of driver assigned to each tow;
- E. Reason for tow, whether accident, impound, or other reason;
- F. Date and time of release for each vehicle;
- G. Name, address, and identification (i.e., driver's license) of party to whom vehicle was released;

- H. All fees or charges connected with each tow, showing specifically tow, storage, use of dolly or drive-line labor, and lien sale in addition to the total of such charges or fees;
- I. Date that charges were paid; and
- J. Date and time vehicle was placed in tow storage facility.

Contractor shall, at a minimum, maintain the following information for each Employee: (a) Full legal name; (b) Date of birth; California driver's license number; (c) Copy of valid medical certificate (if required); (d) Job title/description; (e) Current home address; (f) Current home phone number; (g) Type(s) of truck(s) the driver(s) has/have been trained to operate; (h) Current Pull Notice as required by California Vehicle Code section 1808.1.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents, shall have the right, during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor and all revenue and income arising out of Contractor's operation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's services hereunder.

15. TERMINATION / SUSPENSION OF CONTRACTOR.

- A. In addition to all other remedies provided by law, and except as set forth in paragraph C below, if Contractor fails to perform any of its obligations under this Agreement City shall have the right to suspend or terminate this Agreement as follows:

1st violation: Written warning.

2nd violation: One week suspension from all rotation lists.

3rd violation in a twelve month period following the first violation: Two week suspension from all rotation lists.

4th violation: in a twelve month period following the first violation: Four week suspension from all rotation lists.

5th violation in a twelve-month period following the first violation: Termination of agreement

- B. The Chief of Police may suspend Contractor for any period of time, or terminate the Agreement entirely, effective immediately, if the Chief determines that there is a threat to public safety.
- C. During the time period of temporary suspension from the rotation schedules, City shall not make any tow requests to Contractor. Upon expiration of the time period of suspension or upon satisfaction of the conditions set for the termination of the suspension, Contractor shall again be placed on the City Tow Service List rotation schedule and all the terms and conditions of this Agreement shall remain in effect and unchanged.
- D. A written notice of suspension or termination shall be personally served upon Contractor, or on any person employed in the place where the business in question, or activity, is maintained. If personal service cannot be accomplished as provided herein, a copy of such notice may be served by certified mail. Service shall be deemed complete when personal service is made or when the U.S. Postal Service delivers the certified letter.

16. REQUIRED LICENSE AND EQUIPMENT.

- A. At all times during this Agreement, Contractor shall maintain a current City business license to operate in the City of Santa Clara, and at least five (5) tow trucks equipped with operable two-way radios with the capability of communicating with their own dispatching service. The tow trucks must be registered in the name of the tow company owner. Each tow truck must be equipped as required by the California Vehicle Code. City reserves the right to inspect all tow vehicles for required equipment without notice.
- B. The tow trucks shall display, in lettering directly affixed to each door by painting, decal, or other permanent lettering, Contractor's business name and address, and the phone number of the primary office facility and storage lot referred to in Section 16, below. Contractor shall not, while conducting any police-initiated tow, display any other magnetic sign or other temporary sign at any place on a tow truck utilized in the conducting of police-initiated tows with the intent to deceive any party whose vehicle is being towed.

17. VEHICLE REMOVAL WITHOUT AUTHORITY.

If, upon an investigation as to the validity of S.C.P.D.'s removal of a vehicle, it is determined that a vehicle was towed in error or without cause, City will be responsible for the full tow charges.

18. STORAGE FACILITIES

- A. At all times during the performance of this Agreement, Contractor shall maintain, construct, and utilize vehicle storage facilities in compliance with all applicable

City zoning and land use ordinances, codes, and regulations, and with all conditions set forth in all permits as may be required by City.

B. Contractor shall maintain its primary storage lot within the jurisdictional limits of the City of Santa Clara. During the term of this Agreement, Contractor may request re-location of its primary lot outside the jurisdictional limits of the City of Santa Clara. Such requests shall be made in writing, and in accordance with Vehicle Code 22658, and consent shall be granted at the sole discretion of the Chief of Police. Primary storage facilities shall be maintained to the satisfaction of the Chief of Police, or his/her designee, who may cause them to be inspected from time to time to ensure that they meet the following requirements:

- i. Contractor's primary lot must be sufficiently large to store at least twenty-five (25) automobiles. The primary lot must be enclosed by fencing that complies with all applicable City ordinances and regulations. The primary lot must be available twenty-four (24) hours a day, seven (7) days a week for storage of vehicles towed pursuant to this Agreement. Vehicles requiring special handling or held for investigation shall be stored in an enclosed area if requested by the investigating officer and will not be removed until authorized by the concerned investigator. The primary lot shall include an enclosed building large enough to store at least four (4) vehicles. Contractor shall provide security at the primary lot to the reasonable satisfaction of the Chief of Police. Reasonable security shall include a minimum of (a) adequate lighting during hours of darkness; (b) full security camera coverage of the yard; and (c) security camera coverage of the interior of the office. Resultant security videos shall be maintained by Contractor for a time period of up to sixty (60) days and, upon request, access made available for the Chief of Police or designee.
- ii. Contractor must maintain a primary office facility at the primary storage lot. Contractor shall have an employee at the primary office facility twenty-four (24) hours a day, seven (7) days a week, or have an employee available who can arrive at the primary office facility within sixty (60) minutes of a police or citizen request, in order to assure that a citizen may claim his or her vehicle at any time and to properly protect police impounded vehicles.
- iii. Contractor shall provide the company's policy and procedure regarding the removal, inventory, storage, and notification to owner of personal property to the Chief of Police for his or her approval.

C. All police-impounded vehicles, stored vehicles, vehicles held for investigation, and recovered vehicles shall be stored in the primary lot and shall not be moved until authorized by the Chief of Police, or designee. City shall pay storage fees as set forth in Exhibit C. After fifteen (15) days, Contractor shall notify the City that the vehicle is still in impound/storage. Vehicles with holds placed on them by S.C.P.D. shall not be lien sold; however, Contractor may file for a lien but not complete the lien until the hold is removed.

- D. Contractor may maintain secondary lots outside the jurisdictional limits of the City of Santa Clara. The secondary lots shall be maintained to the satisfaction of the Chief of Police or designee, who may cause them to be inspected from time to time. Contractor may tow and store abandoned vehicles at such a secondary lot. Said storage facilities shall be subject to compliance with the applicable City codes and regulations of the City in which said facilities are located. The towing and storage of vehicles under this Agreement at any such storage facilities outside the jurisdictional boundaries of the City must comply with all applicable laws and regulations.

19. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

20. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

21. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

22. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

23. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

24. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

25. HOLD HARMLESS/INDEMNIFICATION.

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.
- D. Contractor shall be obligated to defend any action relating to any claims covered by this Indemnification Agreement through counsel approved by the City in writing. If, within fifteen (15) days prior to such time as may be required for a response to a claim, tow operator does not deliver written notice to the City of Contractor's intent to defend an action relating to such claim and identifying selected defense counsel, the City shall have the right to defend such action through counsel of the City's choice at Contractor's expense, and the City may settle such action without Contractor's consent at Contractor's sole expense. However, Contractor may not settle any claim without the consent of the City.

This section shall survive termination or expiration of this Agreement.

26. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit D, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

27. AMENDMENTS.

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

28. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

30. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent or served to City addressed as follows:

City of Santa Clara
Attention: Field Operations Division Commander
601 El Camino Real
Santa Clara, California 95050
or by facsimile at (408) 296-1346

And to Contractor addressed as follows:

Contractor's notice address:

Name: Dino Tomassi

Address: 1517 Memorex Drive, Santa Clara, CA 95050

or by email at: dtomassi@finishlinetowing.com

If notice is sent via email, a signed, hard copy of the material shall also be mailed. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

31. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

32. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

33. CONFLICTS OF INTEREST.

To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton
Santa Clara, CA 95050
Telephone: (408) 615-4894
Fax: (408) 261-9165

“CITY”

FINISH LINE TOWING
[A CALIFORNIA CORPORATION]

Dated: NOV. 8, 2018

By: _____

(Signature of Person executing the Agreement on behalf of Contractor)

Name: DINO TOMASSI SR.

Title: CEO

Local Address: 408-316-0353 cel

Email Address: DTOMASSI@FinishLineTowing.com

Telephone: (408) 980 9777

Fax: (408) 980 9390

“CONTRACTOR”