

**THIRD AMENDMENT TO THE AGREEMENT
FOR CITY-GENERATED TOWING SERVICES
BETWEEN THE CITY OF SAN JOSE
AND Courtesy Tow Service
-ZONE 5-**

This Third Amendment to the Agreement for City-Generated Towing Services between the City of San José (hereinafter “City”), a municipal corporation, and Courtesy Tow Service, a California corporation (hereinafter “Contractor” or “Courtesy Tow”), is entered into and effective on January 1, 2020 (“Effective Date”).

RECITALS

WHEREAS, on April 8, 2016, City and Contractor entered into an agreement entitled “Agreement for City-Generated Towing Services between the City of San José and Courtesy Tow(“Agreement”) for City-Generated Towing Services; and

WHEREAS, on January 15, 2019, City Council approved a new fee schedule for City-Generated Towing Services with rates not to exceed the allowable tow fees under the State of California Highway Patrol Tow Services Agreement for the Golden Gate Region- San José; and

WHEREAS, City and Contractor executed a First Amendment to the Agreement on January 1, 2018 to (1) decrease the contract fee that the operators remit to the City from \$80 per tow to \$59 per tow to offset increased labor costs, (2) credit the Contractor for lost profits and expenses related to disposing of vehicles that have no value, against the \$59 per tow contract fee that is required to be remitted to the City, and (3) reduce Contractor’s security deposit requirement by \$20,000, from \$25,000 to \$5,000, for the term beginning on January 1, 2018 and ending on June 30, 2019; and

WHEREAS, City and Contractor executed a Second Amendment to the Agreement effective on on July 1, 2019 to (1) keep the changes made in the First Amendment; (2) update the Performance Standard Breaches; (3) clarify requirements for disposing of and documenting hazardous waste; (4) clarify the City’s right to by whatever means necessary have a vehicle towed in the instance of a Contractor’s failure to perform; for the term beginning on July 1, 2019 and ending on March 31, 2021; and

WHEREAS, City and Contractor desire to execute a third amendment to the Agreement to (1) reduce the contract compensation fee from \$59 to \$41; (2) modify the definition of “Qualified Vehicles” and related list of qualified vehicle types eligible for reimbursement to include all vehicles types that otherwise meet the criteria for “Qualified Vehicles” under the contract; and (3) Credit the tow operators for operator expenses and lost profits related to disposing of all qualified vehicles that meet the defined criteria, against the proposed \$41 contract fee that is required to be remitted to the City for the term beginning January 1, 2020 and ending on June 30, 2020 with an option to extend the term of the Third Amendment to March 31, 2021.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

SECTION 1. Exhibit A Scope of Services is amended as follows:

Section 1, entitled “Definitions” is amended to include the following:

1.30. “Qualified Junk Towed Vehicles” (“Junk Tows”) shall mean any vehicle that is listed in:

1.30.1. “Qualified Vehicles” means any passenger vehicles, recreational vehicles/motor homes, mobile homes (on wheels), campers, trailers, cab-over campers, house-made trailers, boats, jet skis, boat trailers, golf carts, tractor units, semi-trailers, full trailers, box trucks, buses, work vans, street sweepers, and construction equipment, such as backhoes and bulldozers, that also meet one of the following: (1) vehicles that have not been claimed by vehicle owners and do not generate revenue through the lien sale process, or (2) vehicles for which a “Public Agency Authorization to Dispose of a Vehicle Valued at \$500 or Less to a Scrap Iron Processor or Dismantler” form (REG 462) has been issued by the City.

SECTION 2. Exhibit B, “Compensation” is amended to read as shown in Revised Exhibit B, attached and incorporated into this Second Amendment.

SECTION 3. The Agreement is amended to add Exhibit J, “Qualified Vehicle Audit Form”.

SECTION 4. The Agreement is amended to add Exhibit K, “General Timeline for Contract Compensation Fee (Effective July 1, 2019 – March 31, 2021)”.

SECTION 5. The terms and conditions amended by this Third Amendment shall expire on June 30, 2020, unless extended to March 31, 2021 by the City in writing, and the terms and conditions of the Agreement, as previously amended shall apply absent future Council action

SECTION 6. All of the terms and conditions of the Agreement, as previously amended, not specifically modified by this Third Amendment shall remain in full force and effect

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names

APPROVED AS TO FORM



Diana Yuan
Deputy City Attorney
Date: 5/13/2020

City of San Jose
a municipal corporation

By 

Name Leland Wilcox
Title Chief of Staff, City Manager's Office
Date 5/14/2020

Courtesy Tow Service,
a California corporation

By 

Name ROBERT J. CUÑEN
Title PRES-CO-ED
Date MAY 14, 2020

By _____
Name _____
Title _____
Date _____

**Revised Exhibit B
Compensation**

1. Fee Schedule

- 1.1 The tow-related fees set forth in Revised Table B1 below are the maximum charges established for services or materials furnished by the Contractor engaged in services pursuant to this Agreement (All charges shall include any charge for unlocking a vehicle when necessary).
- 1.2 The tow-related fees shall be set in accordance with the State of California Highway Patrol Tow Services Agreement for the Golden Gate Region- San José Office.
- 1.3 The State of California Highway Patrol reviews its tow-related fees annually to ensure they consider both regional cost equity and are adjusted for inflation to create customer predictability and fairness for rates charged.
- 1.4 The tow-related fees shall not exceed the tow-related fees set by the State of California Highway Patrol Services Agreement for the Golden Gate Region San Jose Office, as may be amended. The tow-related fees effective as of January 16, 2019 are listed in Table B1 below.

Revised Table B1: Fee Schedule for City-Generated Zone Towing Services (Effective January 16, 2019)

1. Basic Tow - For any tow of a disabled vehicle from the scene of an accident; or of an unattended or abandoned vehicle from a public street when authorized by a police officer or other authorized employee of City; or of a driverless vehicle from a public street or private property, when authorized by a police officer, or other authorized employee of City, and when required on account of the disability of the driver. For any tow of a vehicle from a public street or private property when authorized by the person lawfully entitled to the possession of the vehicle; or of a vehicle parked without authorization on private property by the person lawfully entitled to the possession of the real property. For any tow of a vehicle authorized by a San José police or other authorized City employee from a location on a freeway within the city limits of the City of San José.	\$225.00 per tow
2. Service call - response by a Tow Truck to a request by or on behalf of the person in lawful possession of a vehicle, or by a police officer, but towing is found not to be necessary, for each period of fifteen (15) minutes, or portion thereof, required to be spent from the time of departure to return to the customary tow- car location or to release to another assignment:	
Class "A" regular duty tow-trucks:	\$56.25 per quarter hour
Class "B" medium-duty tow-trucks:	\$107.50 per quarter hour
Class "C" heavy-duty tow-trucks:	\$137.50 per quarter hour

Class "D" heavy-duty tow-trucks:	\$150.00 per quarter hour
3. Extraordinary Services Tows	
Where one or more of the following conditions is met:	
a. Tow services authorized in writing by the City as requiring more than the use of one Class A Tow Truck for more than one hour from the time of dispatch to the time of departing the scene	
b. Vehicles that have been driven off of embankments;	
c. Accidents where a vehicle is overturned, burned, or embedded in a structure or another vehicle	
d. Vehicles which must be recovered over six feet from the roadway	
e. Heavy Vehicle Tows (Special Tows): Class B - for towing vehicles which are under 6,000 pounds (empty) which require Class B truck recovery, (e.g. fifth-wheel trailers, small motor homes, horse trailers and heavily loaded one-ton trucks); and for towing vehicles which exceed 6,000 pounds (empty) (e.g. medium to large motor homes, commercial trucks and trailers, and trailers less than 26,000 pounds (empty)); Class C & D - for towing vehicles where weight or complex recovery requires the use of a Class C or D Tow Trucks (e.g. vehicles with a weight exceeding 26,000 pounds (empty), such as a very large motor home bus or semi-truck and trailer rig).	
f. Vehicles which are in more than one piece as a result of a collision and it has been documented by requiring the written authorization of the impounding officer on the CHP Form 180 (impounds only) or Tow Services Audit Form when the CHP Form 180 is not required, then the following rates are applicable as authorized.	
Class "A" regular duty tow-trucks:	\$225/hr.
Class "B" medium duty tow-trucks:	\$430/hr.
Class "C" heavy duty tow-trucks:	\$550/hr.
Class "D" heavy duty tow-trucks:	\$600/hr.
The foregoing rates shall be charged as a one-hour minimum charge plus a pro-rata charge for each quarter hour as authorized	
4. Storage fee:	
Passenger vehicles, motorcycles, vans and light trucks (per day).	
Per Space, Outside	\$90.00
Per Space, Indoors	\$95.00
5. After Hours Gate Fee - for the release of a vehicle one hour after the SJPD desk closes until the desk reopens.	\$85.00

6. During the term of the Agreement Contractor shall pay City, as consideration for the right to perform City-generated tows pursuant to the Agreement the following fees:	
Contract Compensation Fee - per tow (all-tows including motorcycles)	\$41.00
Dispatch Fee - per dispatch	\$8.00

2. Rate of Compensation to the City

Contractor shall pay City, as consideration for the right to perform City-generated tows and for Central Communications Center dispatch services, the fees set forth above in Revised Table B1, Section 6, "Expected Fee Schedule for City-Generated Zone Towing Services". For all types of tows, the Contract Compensation Fee per vehicle tow paid to the City shall be \$41.00. For each dispatch performed by the Central Communications Center, the flat rate per dispatch paid to the City shall be \$8.00. These fees shall be due to the City regardless of the amount collected by Contractor. At the discretion of authorized City employees, a release of a vehicle may be made prior to hookup and no charges shall be assessed to the vehicle owner. In such instances the Contractor shall pay the dispatch fee to the City, but not the Contract Compensation Fee. Contractor may charge the City for the appropriate increment of Service Call time If Contractor is late to any tow or refuses any tow, the City may use any means to have the vehicle towed, as provided in Section 4.4. This will not be considered a City-cancelled tow for which Contractor can charge a Service Call fee.

3. Method of Payment

3.1 The City shall invoice Contractor for dispatch services performed by the Central Communications Center on a monthly basis. The invoice shall be for both dispatch services and contract compensation fees. Contractor shall track the number of tows and pay the City for City-generated tows based on the number of tows recorded during the prior month. Contractor's payment shall be due and payable to the City within thirty (30) days from the date of the invoice. Contractor shall remit the following information with their payment:

- 3.1.1.** The number of tows for the prior month;
- 3.1.2.** A copy of Form 180 for "Public Safety Tows" and/or "Tow Services Audit Forms" completed for the prior month;
- 3.1.3.** The number of dispatches received during the prior month;
- 3.1.4.** A detailing of any Liquidated Damages being paid;
- 3.1.5.** The number of vehicles claimed, sold at lien sale, and junked during the prior one-month period; and
- 3.1.6.** A detailing of the services, outlined in Section 4 below, performed during the prior month for which Contractor is invoicing the City.

3.2. In the event Contractor fails to make payments to the City for this contract on or before the due dates as hereinabove provided, Contractor will pay as additional consideration both of the following amounts:

- 3.2.1.** A sum of money equal to ten percent (10%) of the amount due. This amount is required in order to defray those additional expenses and costs incurred by the City by reason of the delinquent payment, including, but not limited to, the cost of administering, accounting and collecting said delinquent payment and the cost to

City of postponing services and projects necessitated by the delay in receiving revenue;

- 3.2.2. A sum of money equal to one percent (1%) of the amount due per month as interest and for loss of use of the money due;
 - 3.2.3. Payments shall be made to the City's Director of Finance;
 - 3.2.4. Payment made to the City by Contractor pursuant to this Agreement shall be in addition to any other license fees, business license tax, or other fees or taxes required by the City;
 - 3.2.5. Each payment shall be accompanied by a statement, in duplicate, verified by Contractor, or by a general officer or other duly authorized representative of Contractor, showing in such form and detail as the City's Director of Finance may require the facts material to a determination of the amount due.
- 3.3. Contractor shall at all times maintain accurate and complete records of each City-generated tow provided, which shall contain the following information:
- 3.3.1. Name, address, and phone number of person, if available, whose vehicle was towed;
 - 3.3.2. Vehicle identification number, license plate number, make, year and model, or each vehicle towed;
 - 3.3.3. Date and time request for tow was received;
 - 3.3.4. Location from which vehicle was towed, and name or number of the driver assigned to said tow;
 - 3.3.5. Reason for tow, whether accident, impound, or other reason;
 - 3.3.6. Date of release of each vehicle;
 - 3.3.7. Name of party to whom vehicle was released;
 - 3.3.8. All fees or charges connected with said tow, showing specifically tow, storage, hazardous material, immobilized vehicle premium, or driveline labor, and lien sale in addition to the total of such charge or fees;
 - 3.3.9. All proceeds from the sale of towed vehicles that are unclaimed, and;
 - 3.3.10. Date that said charges were paid.
- 3.4. Contractor shall retain a CHP Form 180 or "Tow Services Audit Form" and shall prepare an invoice and/or wreckers receipt for all lien sale transactions.

4. Payments to Contractor

- 4.1. **Payments for Charges for an Invalid Tow prior to release:** In the event that a customer who has not paid for the release of a vehicle which the City has subsequently determined by hearing to be an invalid tow, and the City has determined that payment of the charges is warranted, City shall pay such charges as are authorized on the Tow Services Audit Form or the tow slip attached to the Form 180.
- 4.2. **Public Safety Tows:** City shall pay Contractor for services performed at the request of Police, Code Enforcement or other designated City Officials, where the reason for the tow does not arise out of the conduct of the owner or operator of the vehicle. Such instances include:
 - 4.2.1. Disaster scenes where the vehicles are in the way of relief or rescue operations;

- 4.2.2. National Defense as in maneuvers by State or Federal Military units requiring vehicles be relocated if not impounded and where no Form 180 is used due to the exigency of the situation or the scope of the operation;
- 4.2.3. Presidential or high ranking Dignitary visits to locations not previously signed for no parking or where signage was removed or destroyed and the Secret Service or Field Commander declares a safety issue exists and authorizes towing of the vehicles;
- 4.2.4. Other contingencies where Contract Administrator, Police Department, Fire Department, Code Enforcement Division, or Department of Transportation employees request Contractor to perform a necessary assignment that does not fall within the normal tow operation.
- 4.2.5. In each case the Contractor shall obtain a Form 180 or, "Tow Services Audit Form" signed by an authorized employee of the City of San José within forty-eight (48) hours of the tow. In the event that an authorized City employee fails to sign a Form 180 or Tow Services Audit Form before leaving the scene, Contractor shall notify the City.
- 4.2.6. City shall pay the tow fee and up to seven (7) days of storage fees. After the seventh day, the owner or operator of the vehicle would be responsible for the daily vehicle storage fees.
- 4.2.7. In cases where the owner/ operator's insurance will not cover the cost of the storage fees, or the owner/ operator cannot afford to pay the storage fees, the City may choose, at its discretion, to pay a portion or the remaining balance of the outstanding storage fees.

4.3. Stolen and Recovered Vehicle Tows

In cases where the owner/operator's insurance will not cover the cost of the storage fees, or the owner/operator cannot afford to pay the storage fees, the City may choose, at its discretion, to pay a portion of the remaining balance of the outstanding storage fees (up to seven (7) days of storage fees in any case).

5. Contract Compensation Fee (Effective January 1, 2020 – June 30, 2020)

The Contract Compensation Fee shall be reduced from \$59 to \$41 per vehicle towed.

5.1. Credits for Qualified Vehicles

- 5.1.1. Contractor may seek a credit for lost profits and expenses related to disposing of Qualified Vehicles against the \$41 per vehicle Contract Compensation Fee that is required to be remitted to the City.
 - 5.1.1.1. Vehicles meeting the definition of "Qualified Junk Towed Vehicles" ("Junk Tows") as described in section 1.30 and 1.30.1 of this agreement are eligible for up to a \$100 credit to clean each vehicle, and up to \$226 credit for lost profit per vehicle. Contractor must track and document such claims on Attachment J, "Qualified Tow Audit Form" and submit in accordance with Section 5.2.4 and 5.2.5.

5.1.1.1.1. The Contractor must seek prior written approval from the City for any other Construction Vehicles other than those defined in 1.30 and 1.30.1. .

5.1.2. The Contractor may seek a credit for documented expenses to dispose of Qualified Vehicles. Eligible expenses include the removal of hazardous waste and other solid waste or debris, dumpsters, or towing services from the Contractor's facility to the scrap iron processor, dismantler, or waste disposal company. For all other items, the Contractor must obtain the City's prior written approval for the item to be an eligible expense.

5.1.3. In order to be eligible for credits for expenses related to the removal of hazardous waste, the Contractor must maintain documentary evidence that it is in compliance with all local, state, and federal hazardous waste disposal requirements. This includes, without limitation: keeping detailed records of all hazardous materials that come into its possession such as the type, quantity, source, method of containment, method of disposal, leaks, exposures, and any other pertinent information. If a third-party is hired to dispose of hazardous materials, the Contractor shall ensure the third-party is licensed and/or permitted to dispose of the waste and shall keep and maintain all receipts and documentation associated with each disposal. Contractor shall provide such records to the City for inspection upon request.

5.2. Invoices, Remittance, and Documentation to the City

5.2.1. The City shall continue to invoice Contractor for dispatch services, and Contractor shall continue to remit payment of dispatch fees, in accordance with Section 3.1 above.

5.2.2. Each quarter, Contractor shall remit to the City the Contract Compensation Fee owed minus the eligible credits for Qualified Vehicles set forth in Section 5.1 above within 30 days of the end of the last quarter.

5.2.2.1. The total value of credits applied shall not exceed the total value of the Contract Compensation Fee owed to the City in any given quarter.

5.2.3. Contractor shall continue to remit the following information to the City with their payment.

5.2.3.1. The number of dispatches received during the prior month;

5.2.3.2. The number of tows for the prior month;

5.2.3.3. A copy of Form 180 for "Public Safety Tows" and/or "Tow Services Audit Forms" completed for the prior month;

5.2.3.4. A detailing of any Liquidated Damages being paid;

5.2.3.5. The number of vehicles claimed, sold at lien sale, and Qualified Vehicles towed during the prior one-month period; and

5.2.3.6. A detailing of the services, outlined in Section 4 above, performed during the prior month for which Contractor is invoicing the City.

5.2.4. Additionally, Contractor shall provide the City with information on Qualified Vehicle eligible expenses within 30 days of the prior month, including but not limited to the following.

5.2.4.1. Receipts from recycling or waste disposal companies with the following information including:

- The vehicle description/ ID number;
- Invoice date (date of expense(s) shall be within the reporting period);
- Total cost of disposal;
- Photographs of the Qualified Vehicles (interior and exterior).

5.2.4.2. Receipts from subcontractors for tow expenses from Contractors' facility to waste disposal companies. If the Contractor performs the tow from its facility to the waste disposal companies, then the Contractor may attach an invoice for the service, not-to-exceed the Basic Tow Rate set forth in Revised Table B1.

5.2.4.3. Receipts for other expenses required specifically for disposing of Qualified Vehicles (removal of hazardous wastes, dumpsters, and other expenses approved by City in accordance with Section 5.1.2. above).

- Description of expense, with explanation detailing how such expense is linked to Qualified Vehicles;
- Invoice date (date of expense(s) shall be within the reporting period);
- Total cost.

5.2.4.4. Income statement for the prior month (if not immediately available, statement can be submitted separately and within 45 days of the reported month).

5.2.4.5. Attachment J, "Qualified Vehicle Audit Form".

5.2.5. Contractor shall provide both soft copies and hard copies of all documentation required in Sections 5.2.3. and 5.2.4. on a monthly basis.

5.3. Quarterly Audits of Qualified Vehicle Disposal Expenses

5.3.1. Contractor's claimed disposal expenses for Qualified Vehicles shall be subject to quarterly audits by the City.

5.3.2. Any payment and credit adjustments resulting from a quarterly audit will be applied to the next quarterly payment.

5.4. General Timeline

A general timeline illustrating the timing for the contract compensation fee, estimated tow-in period of Qualified Junk Vehicles, estimated disposal period of Qualified Junk Vehicle, payment and audit

dates is illustrated in Exhibit K, “General Timeline for Contract Compensation Fee (Effective July 1, 2019 – March 31, 2021).”

Exhibit J: Qualified Vehicle Audit Form

SECOND REVISED EXHIBIT J: Qualified Vehicle Audit Form

Contractor Name:	
Contracted Tow Zone Number:	
Monthly Period:	

A. Qualified Vehicle Tow Claims

Receipt Number *	Company Name on Receipts	Receipt Dates	Qualified Vehicle Type	Credits Claimed			Vehicle Information (Must match CHP 180 Form)										
				Disposal Cost (must match receipt)	to Disposal Company (must match receipt or invoice)	Additional Labor	Lost Profit	Total Credits	Date Towed	VIN	Year	Make	Model	Vehicle Description	Comments	Tow Zone Number	
A.1			select from drop-down			\$ -	\$ -	\$ -									
A.2			select from drop-down			\$ -	\$ -	\$ -									
A.3			select from drop-down			\$ -	\$ -	\$ -									
A.4			select from drop-down			\$ -	\$ -	\$ -									
A.5			select from drop-down			\$ -	\$ -	\$ -									
A.6			select from drop-down			\$ -	\$ -	\$ -									
A.7			select from drop-down			\$ -	\$ -	\$ -									
A.8			select from drop-down			\$ -	\$ -	\$ -									
A.9			select from drop-down			\$ -	\$ -	\$ -									
A.10			select from drop-down			\$ -	\$ -	\$ -									
A.11			select from drop-down			\$ -	\$ -	\$ -									
A.12			select from drop-down			\$ -	\$ -	\$ -									
A.22			select from drop-down			\$ -	\$ -	\$ -									
A.23			select from drop-down			\$ -	\$ -	\$ -									
A.24			select from drop-down			\$ -	\$ -	\$ -									
A.25			select from drop-down			\$ -	\$ -	\$ -									
A.26			select from drop-down			\$ -	\$ -	\$ -									
A.27			select from drop-down			\$ -	\$ -	\$ -									
A.28			select from drop-down			\$ -	\$ -	\$ -									
A.29			select from drop-down			\$ -	\$ -	\$ -									
A.30			select from drop-down			\$ -	\$ -	\$ -									
Total (Qualified Junk Tows)						\$ -	\$ -	\$ -									

B Reimbursable Expenses Related to Qualified Vehicles

Receipt Number *	Company Name on Receipt	Receipt Date	Qualified Claim Type	Disposal-Related Cost (must	Comments
B.1			Select from drop-down		
B.2			Select from drop-down		
B.3			Select from drop-down		
B.4			Select from drop-down		
B.5			Select from drop-down		
B.6			Select from drop-down		
B.7			Select from drop-down		
B.8			Select from drop-down		
B.9			Select from drop-down		
B.10			Select from drop-down		
Total (Reimbursable Expenses Related to Junk Tows)				\$ -	

Total Credits Claimed \$ -

Instructions:

- 1) Complete both sections of the form completely and submit in accordance to Revised Exhibit B, Section 5.2.4.
- 2) In Section A, credit for labor and lost profit will be automatically calculated for qualified junked vehicles, in accordance to Revised Exhibit B, Section 5.1.1.
- 3) In Section B, all qualified claim types must be in conformance with Revised Exhibit B, Section 5.1.2.
- 4) Upon completion of the soft copy, print out the hardcopy and attach the corresponding copies of receipts. The receipts should be labeled to correspond to the Receipt Number in Column A. If there are two receipts for one line item, label both receipts with the Receipt Number in Column A, input both company names and receipt dates in

EXHIBIT K: General Timeline for Contract Compensation Fee (Effective July 1, 2019 – May 31, 2021)

REVISED EXHIBIT K: General Timeline for Contract Compensation Fee (Effective July 1, 2019 – May 31, 2021)												
	2019											
Month/Year	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec						
Contract Compensation Fee	\$59	\$59	\$59	\$59	\$59	\$59						
Tow-in of Qualified Junk Vehicle (estimated)	[Shaded]			[Shaded]								
Disposal of Qualified Junk Vehicle (estimated)	[Shaded]			[Shaded]								
Payment												
Audit												
	2020											
Month/Year	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec
Contract Compensation Fee	\$41	\$41	\$41	\$41	\$41	\$41	\$59	\$59	\$59	\$59	\$59	\$59
Tow-in of Qualified Junk Vehicle (estimated)	[Shaded]			[Shaded]			[Shaded]			[Shaded]		
Disposal of Qualified Junk Vehicle (estimated)	[Shaded]			[Shaded]			[Shaded]			[Shaded]		
Payment	Payment 1			Payment 2			Payment 3			Payment 4		
Audit		Audit 1			Audit 2			Audit 3			Audit 4	
	2021											
Month/Year	21-Jan	21-Feb	21-Mar	21-Apr	21-May							
Contract Compensation Fee	\$59	\$59	\$59									
Tow-in of Qualified Junk Vehicle (estimated)	[Shaded]											
Disposal of Qualified Junk Vehicle (estimated)	[Shaded]											
Payment	Payment 5			Payment 6								
Audit		Audit 5			Audit 6							



- FOR YOUR ELECTRONIC SIGNATURE
 FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: _____
STAFF EMAIL: _____

SCANNED SIGNATURE AUTHORIZATION

DATE: 05/06/20

TOTAL PAGES: _____
(INCLUDING THIS PAGE) 2

CONSULTANT NAME: Robert J Coen
EMAIL: Courtesytow670@att.net
PHONE: 408-248-9716

- I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN BLUE INK
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

To Be Completed by City Staff:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
 CONFIRMED BY A KNOWN TELEPHONE NUMBER / EMAIL
 PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Select one
Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Select one

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 661166-003

Contractor: Courtesy Tow Service

Address: 681 Lenfest Rd. Suite A, San Jose, CA 95133

Phone: 408-259-2000

Email: courtesytow670@att.net

Contract Description: Third Amendment to City Generated Towing Services to expand the list of vehicles qualified for reimbursement as well as a decreased contract fee.

Term Start Date: January 1, 2020 Term End Date: March 31, 2021 Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: _____ Amount of Increase/Decrease: _____

Option #: of Option Amount: _____ NTE/Updated Contract Amount:

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): No Revenue Agreement: Select one

Tax Certificate No.: _____ Expiration Date: _____

Department: PBCE (58)

Department Contact: Joseph Hatfield Customer (Finance Only): BBB BBBBBBBBBBBBBB

Notes:

Department Director Signature:

Date

Office of the City Manager Signature: Jessica Lowry 5/14/2020

Date