

1 **Arek R. Fressadi, pro se**
2 10780 S. Fullerton Rd.
3 Tucson, AZ 85736
4 520.216.4103
5 arek@fressadi.com

6 **IN THE SUPERIOR COURT OF ARIZONA**
7 **IN AND FOR THE COUNTY OF PIMA**

8 AREK FRESSADI, an unmarried man,)
9 Plaintiff,)
10 -vs-)
11 KATHRYN ANN GLOVER, an unmarried)
12 woman, ROD ROBERTSON)
13 ENTERRISES, INC., a foreign corporation)
14 registered to do business in Arizona, PIMA)
15 COUNTY / PIMA COUNTY SHERIFF'S)
16 DEPARTMENT, a government entity,)
17 PIMA COUNTY STATE ACTORS DOES)
18 I-X, and the STATE OF ARIZONA, a)
19 government entity, STATE OF ARIZONA)
20 DOES XI-XX)
21 Defendants.

Case No.: C20153965

**MOTION FOR EXPEDITED
HEARING PER RULE 3.6 AND
ORDER TO POSTPONE ORAL
ARGUMENT REGARDING
DEFENDANT ROBERTSON'S
MOTION TO ENFORCE
SETTLEMENT**

Assigned to the
Honorable Stephan Villarreal

22 Pursuant to Local Rule 3.6, Plaintiff Arek R. Fressadi respectfully requests an
23 expedited hearing to be held at 3:00 PM on March 7, 2016 in lieu of, or prior to, the oral
24 argument requested by Defendant Rob Robertson ("RRE") for sake of judicial economy.

25 RRE submitted a [Proposed] Notice of Hearing on February 8, 2016. Exhibit A.
26 Yesterday, the AG sent Plaintiff an email informing him of a hearing on March 7, 2016 at
3:00 PM. Exhibit B. Plaintiff called the court to confirm.

Plaintiff declares under penalty of perjury that RRE's counsel never sent Plaintiff
the notice of hearing that was attached to the State's email, Exhibit C. Counsel for RRE
knows that Plaintiff is under deadline to file a response per the court's order of January
22, 2016 and further, that Plaintiff is in the process of filing an Opening Brief with the
Ninth Circuit. Plaintiff doesn't have time to play games with RRE.

1 On February 26, 2014, RRE filed an Objection to Plaintiff’s evidence on technical
2 grounds of hearsay, etc. In order to address RRE’s objection, Fressadi would have to
3 subpoena Attorney Dennis Bastron of Pima County to testify that the County disclosed
4 RRE’s contract that evidences a financial incentive for RRE and the Sheriff’s Department
5 to confiscate vehicles, store them at RRE’s yard, and sell them at auction, Exhibit D; that
6 RRE’s contract gave RRE incentive to file false writings with the State claiming that
7 there was no contact with the owner of the vehicle, Exhibit E; that the County disclosed
8 evidence of ADOT/MVD transferring title on January 23, 2015, and RRE selling the
9 motorcycle at auction Exhibit F.¹ Adding insult to injury, ADOT/MVD fined Fressadi
10 \$500 for the “abandoned” vehicle. *See* Complaint, pg. 7, lls 9-11 & Exhibit N.

11 An expedited hearing is necessary because, in addition to concealing the date of
12 the hearing, RRE presented a new argument in its reply on February 26, 2016, which
13 Plaintiff has not had the opportunity to address. In its reply, RRE made a big issue out of
14 “cashing a check” as a partial payment of settlement per Exhibit G or H of Plaintiff’s
15 Objection filed on February 16, 2016. *See also* Plaintiff’s emails of January 9, 2016 @
16 1:36PM, and 12:06 PM buried in RRE’s Exhibit 3. Banks, credit cards and other finance
17 companies routinely accept partial payment of disputed obligations per A.R.S. § 47-
18 3310(b)(1): “Payment or certification of the check results in discharge of the obligation to
19 the extent of the amount of the check.”² [emphasis added] Plaintiff respectfully requests
20 that the Court rule in similar fashion as its ruling of January 14, 2016³ regarding RRE’s
21 new argument raised for the first time in its reply on February 26, 2016.

22 With an abundance of caution, Plaintiff Arek R. Fressadi replies to RRE’s

23
24 ¹ Adding insult to injury, ADOT/MVD fined Fressadi \$500 for the “abandoned” vehicle. *See*
25 Complaint, pg. 7, lls 9-11 & Exhibit N. Plaintiff requests specific performance.

26 ² RRE referenced the same statute in their reply, but conveniently left out crucial parts to
obfuscate the clear and plain meaning.

³ “In its reply, the State argued for the first time that the conversion claim should fail because the
Motor Vehicle Division complied with all statutory requirements. Because Plaintiff has not had
an opportunity to respond to this argument, the Court will not consider it at this time.”

1 Objections to Plaintiff's Exhibits filed on February 26, 2016 as follows:

- 2 1. Like RRE's ever rising storage fees, Exhibit A lays foundation that the cost of
3 settlement for the theft of the motorcycle continues to escalate. Final settlement
4 of all claims was never reached because RRE fraudulently concealed material
5 fact and law.
- 6 2. Exhibit B lays foundation in similar fashion as to Exhibit A; that the cost of
7 settlement would continue to escalate. Fressadi authenticates Exhibit B as his
8 email by declaring under penalty of perjury that he is the author of said email;
9 that "Arek R. Fressadi, arek@fressadi.com, Professional Profile [Linked In],
10 520.216.4103 is his professional signature block used on all his emails.
11 Pursuant to Rule 36(a), Plaintiff requests that his email, marked Exhibit B, be
12 admitted as evidence of the ongoing and transitory nature of settlement by and
13 between Plaintiff and Defendant RRE.
- 14 3. As to Exhibit C, Plaintiff incorporates by reference herein his arguments and
15 evidence, and authenticity as outlined for Exhibits A and B. The settlement
16 agreement is void *ab initio* due to RRE's misrepresentation and fraudulent
17 concealment. Based on Pima County's disclosures, RRE, ADOT/MVD, and
18 PCSD are joint and severally liable for all obligations/damages, including
19 punitive damages, arising from their conduct for which the deposited check
20 only covers a portion of that amount per A.R.S. § 47-3310(b)(1).
- 21 4. RRE objected to Plaintiff's Exhibit D as to hearsay, foundation and relevance.
22 As stated in Plaintiff's Objection of February 26, 2016, Defendant Pima
23 County disclosed Exhibit D as part of its initial disclosure, which Plaintiff
24 received on January 8, 2016. RRE was contacted by Fressadi and his agents.
25 *See* Exhibit G,⁴ pg. 7, lls 20-24 of the Complaint, including Exhibits J & K.

26 ⁴ Exhibit G also contains a PCSD log of contact that was disclosed by Defendant Pima County as part of its initial Rule 26.1 disclosure. An Affidavit is being prepared by Jan Harris, JD.

1 RRE's misconduct of filing a false writing to ADOT/MVD in violation of
2 A.R.S. § 13-2311 in order to commit theft in violation of A.R.S. § 13-2311 is
3 germane to the entirety of the Complaint, as Plaintiff did not discover, nor
4 *realize* that the State wrongfully relied on RRE's false writing until Fressadi
5 received the County's initial disclosure on January 8, 2016 that disclosed MVD
6 transferred title of the motorcycle to RRE on January 23, 2015. This is the date
7 from which a Notice of Claim accrues.

- 8 5. RRE objected to Exhibit E as irrelevant yet included the evidence as part of its
9 Exhibit 3 of their Reply. Contrary to RRE's disingenuous conclusion, RRE's
10 payment of \$3,000 was incorporated into the ongoing process of settlement.

11 *See* pgs 1 & 2 of Exhibit G:

12 "As such, Plaintiff individually and in his capacity as pro se counsel
13 instructs Rod Robertson Enterprises, Inc. or its insured to issue payment
14 in the amount of \$15,000 (receipt of \$3,000 is hereby acknowledged) to
15 Fressadi Motorsports LLC, EIN # 20-4235249 as payment to settle
16 claims against Rod Robertson Enterprises, Inc. It is further agreed by the
17 Released Parties and Plaintiff that the Lawsuit will be dismissed without
18 prejudice as to all of Plaintiff's claims against Defendant, with Rob
19 Robertson Enterprises, Inc. to bear its own attorneys' fees and costs."

20 *See* pgs 1 & 2 of Exhibit H:

21 "Rod Robertson Enterprises, Inc. or its insured shall issue additional
22 payment in the amount of \$27,000 (receipt of \$3,000 is hereby
23 acknowledged) to Fressadi Motorsports LLC, EIN # 20-4235249 as
24 payment in full to settle all claims against Rod Robertson Enterprises, Inc.
25 It is further agreed that the Released Parties shall cooperate fully with
26 Plaintiff in his prosecution of all Section 1983 claims against the State of
Arizona, Pima County and/or its state actors."

- 27 6. Exhibit F is an email from Pima County's Attorney Dennis Bastron. As stated,
28 above, Fressadi would have to subpoena Bastron for Bastron to testify as to the
29 authenticity of his sending the email and its content as to how the County
30 obtained evidence of RRE's criminal misconduct. Interrogatories and

1 subpoena may be required to Pima County's Risk Management as referred to
2 in this exhibit's correspondence.

3 7. Exhibit G is an offer of settlement to address RRE's misconduct that was
4 exposed by Pima County.

5 8. In keeping with the foundation as built in Exhibits A-C, Exhibit H evidences
6 the increasing cost of settlement due to RRE's further misconduct.

7 Contrary to RRE's opinion on "chasing rabbits," Plaintiff's Exhibits A-H are germane to
8 this case. The Objection to Exhibits filed February 26, 2016, is a vague and gross attempt
9 to undermine Plaintiff's federally protected rights and his pursuit of justice. RRE acted
10 under color of law as part of government through a private/public sector joint venture
11 such that RRE's attorneys must be held to a higher standard.⁶ Failing to notify Fressadi of
12 the court hearing is outrageous. Punitive damages are available in a civil rights action
13 under § 1983 when a defendant's conduct "is shown to be motivated by evil motive or
14 intent, or when it involves reckless or callous indifference to the federally protected rights
15 of others." *Smith v. Wade*, 461 U.S. 30, 56 (1983). Plaintiff reserves all rights and claims.

16 CONCLUSION

17 For reasons stated, Plaintiff respectfully requests an expedited hearing on March 7,
18 2016, at 3:00 PM for sake of judicial economy to address the admissibility of Fressadi's
19 exhibits as objected to by RRE on February 26, 2016, or in the alternative, that the Court
20 "cut to the chase" and deny RRE's motion. It's "opinion" regarding RICO, Class Action,
21 and 1983 claims was evasive or incomplete disclosure, or response in violation of Rule
22 37(a). Plaintiff respectfully requests that the Court dismiss RRE's defense pursuant to
23 Ariz. R. Civ. P. 37(d).

24
25 ⁶ "[F]undamental fairness and public confidence in our justice system relies on government
26 lawyers scrupulously fulfilling their duty of candor." Attorney General, Mark Brnovich, Brief of
Amicus Curiae Attorneys General for the States of Arizona, Nebraska, Nevada, Utah and
Wisconsin in support of Appellant and in support of reversal, Case No. 15-15799, 9th Circuit Ct.
of Appeals, filed 11/13/2015, DktEntry: 55, pg. 7

1 602.241.7000

2 Dan.campbell@occlaw.com

3 Angela.cooner@occlaw.com

4 Attorneys for Rod Robertson Enterprises, Inc.

5 */s/Arek R. Fressadi*

6 Arek R. Fressadi, Plaintiff *Pro Se*

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EXHIBIT A

1 J. Daniel Campbell, Bar No. 005395
Angela L. Cooner, Bar No. 023410
2 **O'CONNOR & CAMPBELL, P.C.**
7955 South Priest Drive
3 Tempe, AZ 85284
dan.campbell@occlaw.com
4 angela.cooner@occlaw.com
602-241-7000

5 Attorneys for Defendant Rod Robertson Enterprises, Inc.
6

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **COUNTY OF PIMA**

9 AREK FRESSADI, an unmarried man,
10 Plaintiff,

11 vs.

12 KATHRYN ANN GLOVER, an
13 unmarried woman, ROD ROBERTSON
14 ENTERPRISES, INC., a foreign
15 corporation registered to do business
16 in Arizona, PIMA COUNTY/PIMA
17 COUNTY SHERIFF'S DEPARTMENT,
18 a government entity; PIMA COUNTY
19 STATE ACTORS DOES I-X; and the
STATE OF ARIZONA, a government
entity, STATE OF ARIZONA DOES XI-
XX,

20 Defendants.

Case No.: C20153965

[PROPOSED] NOTICE OF HEARING

(Assigned to the Honorable Stephen
Villarreal)

21 Notice is hereby given that a hearing on Defendant Rod Robertson
22 Enterprises, Inc.'s Motion to Enforce Settlement shall be held on the ____ day of
23 _____, 2016 at _____ a.m./p.m. in Division 4.
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RESPECTFULLY SUBMITTED this 8th day of February, 2016.

O'CONNOR & CAMPBELL, P.C.

By: /s/Angela L. Cooner
J. Daniel Campbell
Angela L. Cooner
*Attorneys for Defendant, Rod
Robertson Enterprises, Inc.*

1 **Original** of the foregoing filed with the Court and a copy sent by U.S. Mail this 8th
2 day of February, 2016, to:

3 Arek Fressadi
4 10780 S. Fullerton Rd.
5 Tucson, AZ 85736
6 (520) 822-1013
7 (520) 822-1029-fax
8 arek@fressadi.com
9 Plaintiff, *pro se*

10 Scott A. Salmon
11 The Cavanagh Law Firm
12 1850 N. Central Ave., Ste. 2400
13 Phoenix, AZ 85004
14 ssalmon@cavanaghlaw.com
15 *Attorneys for Defendant Kathryn A. Glover*

16 Kenneth E. Chase
17 Kenneth E. Chase Law Offices
18 5725 N. Scottsdale Rd., Ste. 190
19 Scottsdale, AZ 85250
20 ken@kennethchaselaw.com
21 *Attorneys for Defendant Kathryn A. Glover*

22 Mark Brnovich, Attorney General
23 Christopher R. Kaplan
24 Robert R. McCright
25 Assistant Attorneys General
26 177 N. Church Avenue, Ste. 1105
Tucson, AZ 87501
Chris.kaplan@azag.gov
Robert.mccright@azag.gov

Barbara LaWall-Pima County Attorney
Dennis C. Bastron – Deputy County Attorney
32 North Stone Avenue, Ste. 2100
Tucson, AZ 85701
Dennis.bastron@pcao.pima.gov

By: /s/Allison Moore

EXHIBIT B

Arek Fressadi

From: Corley, Jason [Jason.Corley@azag.gov]
Sent: Tuesday, March 01, 2016 12:08 PM
To: 'Arek Fressadi'
Cc: 'Dennis Bastron'; McCright, Robert; 'Kenneth Chase'; 'Dan Campbell'
Subject: RE: Following up on our phone conversation this morning
Attachments: 2-8-16 Ntc of Hrg on Df Robertson's M to enforce settlement.pdf

Sure, here you go.

Jason

From: Arek Fressadi [mailto:arek@fressadi.com]
Sent: Tuesday, March 01, 2016 12:05 PM
To: Corley, Jason
Cc: 'Dennis Bastron'; McCright, Robert; 'Kenneth Chase'; 'Dan Campbell'
Subject: RE: Following up on our phone conversation this morning

Jason,
Given that Pima County Superior Court operates in the backwaters of cyberspace jurisprudence, I have not been noticed that there is a trial on 3/7.
Can you forward me a copy of the Court's ruling setting a hearing.
Thanks.

Arek R. Fressadi
arek@fressadi.com
[Professional Profile](#)
520.216.4103

From: Corley, Jason [mailto:Jason.Corley@azag.gov]
Sent: Tuesday, March 01, 2016 11:13 AM
To: 'Arek Fressadi'
Cc: 'Dennis Bastron'; McCright, Robert; 'Kenneth Chase'; 'Dan Campbell'
Subject: RE: Following up on our phone conversation this morning

Thanks. You don't need to add Chris Kaplan or Rob McCright to the distribution of your e-mails anymore. I am presently responsible for your case. (I don't think Chris' address will even work anymore.) As I mentioned on the phone, I will be following the Court's orders in this matter.

On an unrelated note:

Dan –

Sorry I haven't introduced myself before. I am now assigned to this case.

I understand that there is a hearing set on 3/7 regarding the enforcement of a settlement. This material was

filed under seal in order to preserve its confidentiality and I have not seen it. It makes sense to me given the Court's ruling on that issue that the hearing would also be closed to other litigants. Do you agree? Dennis, were you planning on going? It doesn't make sense to me that the Court would grant the motion to seal a pleading but not to close a hearing based on that pleading.

Jason Corley

Assistant Attorney General
Office of Attorney General Mark Brnovich
177 N. Church, Ste. 1105
Tucson, AZ 85701
(520) 638-2809 – FAX (520) 628-6050

The information contained in this email message may be privileged and is confidential, intended only for the use of specific individuals to which it is addressed. If you are not one of the intended recipients, dissemination, distribution, or copying of this communication is prohibited. If you received this communication in error, please immediately notify the sender by return email.

From: Arek Fressadi [<mailto:arek@fressadi.com>]
Sent: Tuesday, March 01, 2016 10:50 AM
To: 'Arek Fressadi'; Corley, Jason
Cc: 'Dennis Bastron'; Chris.kaplan@azag.gov; McCright, Robert; 'Kenneth Chase'; 'Dan Campbell'
Subject: RE: Following up on our phone conversation this morning

[.pdf version.](#)
[My apologies for sending .doc file with track changes.](#)

Arek R. Fressadi
arek@fressadi.com
[Professional Profile](#)
520.216.4103

From: Arek Fressadi [<mailto:arek@fressadi.com>]
Sent: Tuesday, March 01, 2016 10:42 AM
To: Jason.Corley@azag.gov; 'Arek Fressadi'
Cc: 'Dennis Bastron'; Chris.kaplan@azag.gov; Robert.mccright@azag.gov; 'Kenneth Chase'; 'Dan Campbell'
Subject: Following up on our phone conversation this morning
Importance: High

<<...>>

Arek R. Fressadi
arek@fressadi.com
[Professional Profile](#)
520.216.4103

EXHIBIT C

1 J. Daniel Campbell, Bar No. 005395
Angela L. Cooner, Bar No. 023410
2 **O'CONNOR & CAMPBELL, P.C.**
7955 South Priest Drive
3 Tempe, AZ 85284
dan.campbell@occlaw.com
4 angela.cooner@occlaw.com
602-241-7000

5 Attorneys for Defendant Rod Robertson Enterprises, Inc.

6
7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **COUNTY OF PIMA**

9 AREK FRESSADI, an unmarried man,
10 Plaintiff,

Case No.: C20153965

NOTICE OF HEARING

11 vs.

(Assigned to the Honorable Stephen Villarreal)

12 KATHRYN ANN GLOVER, an
unmarried woman, ROD ROBERTSON
13 ENTERPRISES, INC., a foreign
14 corporation registered to do business
in Arizona, PIMA COUNTY/PIMA
15 COUNTY SHERIFF'S DEPARTMENT,
a government entity; PIMA COUNTY
16 STATE ACTORS DOES I-X; and the
17 STATE OF ARIZONA, a government
entity, STATE OF ARIZONA DOES XI-
18 XX,

19 Defendants.

20
21 Notice is hereby given that a hearing on Defendant Rod Robertson
22 Enterprises, Inc.'s Motion to Enforce Settlement shall be held on the 7th day of
23 March, 2016 at 3:00 p.m. in Division 4.
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RESPECTFULLY SUBMITTED this 8th day of February, 2016.

O'CONNOR & CAMPBELL, P.C.

By: /s/Angela L. Cooner
J. Daniel Campbell
Angela L. Cooner
*Attorneys for Defendant, Rod
Robertson Enterprises, Inc.*

1
2 **Original** of the foregoing filed with the Court and a copy sent by U.S. Mail this 8th
3 day of February, 2016, to:

4 Arek Fressadi
5 10780 S. Fullerton Rd.
6 Tucson, AZ 85736
7 (520) 822-1013
8 (520) 822-1029-fax
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10 Plaintiff, *pro se*

11 Scott A. Salmon
12 The Cavanagh Law Firm
13 1850 N. Central Ave., Ste. 2400
14 Phoenix, AZ 85004
15 ssalmon@cavanaghlaw.com
16 *Attorneys for Defendant Kathryn A. Glover*

17 Kenneth E. Chase
18 Kenneth E. Chase Law Offices
19 5725 N. Scottsdale Rd., Ste. 190
20 Scottsdale, AZ 85250
21 ken@kennethchaselaw.com
22 *Attorneys for Defendant Kathryn A. Glover*

23 Mark Brnovich, Attorney General
24 Christopher R. Kaplan
25 Robert R. McCright
26 Assistant Attorneys General
177 N. Church Avenue, Ste. 1105
Tucson, AZ 87501
Chris.kaplan@azag.gov
Robert.mccright@azag.gov

Barbara LaWall-Pima County Attorney
Dennis C. Bastron – Deputy County Attorney
32 North Stone Avenue, Ste. 2100
Tucson, AZ 85701
Dennis.bastron@pcao.pima.gov

By: /s/Allison Moore

EXHIBIT D

OFFER AGREEMENT (Page 1 of 5)

1. INTENT:

This document is intended to establish an indefinite delivery/indefinite quantity offer Master Agreement to provide Pima County ("County") with such quantities of vehicle towing, storage and sale services as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by this *Exhibit A: Offer Agreement* and the solicitation documents including *solicitation addenda, Instructions to Offerors, and Standard Terms and Conditions* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. AGREEMENT TERM, RENEWALS & REVISIONS:

The term of the agreement will be for a 15 month period effective 10/01/2011 and expiring 12/31/2012. Pima County Sheriff & Fleet Services Departments will monitor this agreement and at least 4-months prior to expiration will issue a report to the Board of Supervisors with their recommended action which may include a new award to continue the services with the incumbent, a new competitive solicitation, to discontinue these services or any other option deemed appropriate.

Proposed revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement or Delivery Order document setting forth the requested changes. Failure by Contractor to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

3. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

All goods and services shall conform to the Instructions to Offerors, and Standard Terms and Conditions as modified or added to by **Exhibit A Scope of Services**

4. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) may be accepted and executed by the County by issue of a Master Agreement Contract and effective on the document's date of issue without further action by either party.

Order(s) for products or services pursuant to the executed agreement will be made by COUNTY by issue of Delivery Order documents. Order documents will be furnished to Offeror via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Offeror within five workdays of the date the verbal order is given. Offeror is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Offeror agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a Pima County Purchase Order.

5. ACCEPTANCE OF SERVICES AND PRODUCTS:

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

6. COMPENSATION & PAYMENT:

Offeror shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document. All Invoice documents shall reference the County's Delivery Order and Master Agreement number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description and precise unit price defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Offeror unprocessed for correction. Payment terms are net 30 from the date of valid invoice document and shall not commence until Offeror's Invoice is received and verified by County Financial Operations.

The Master Agreement and Delivery Orders(s) issued to accept Offeror's offer will define the not to exceed amount of the agreement. Offeror shall not accept orders, or provide services or products that cumulatively exceed that amount.

OFFER AGREEMENT (Page 2 of 5)

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Offeror.

All pricing shall be *FOB Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

Price Warranty & Adjustment. Offeror shall give Pima County benefit of any price reduction before actual time of shipment. Offeror agrees that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities. It is the intention of both parties that pricing shall remain firm during the term of the agreement. County shall only consider price increases in conjunction with a renewal of the agreement. In the event that economic conditions are such that unit price increases are desired by the Offeror upon renewal of the agreement, Offeror shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the agreement. It is agreed that the Unit Prices shall include compensation for the Offeror to implement and actively conduct cost and price control activities, and in its request for price increases Offeror shall cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Offeror has taken to control and reduce costs. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to extend the agreement.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. Pima County shall not be responsible for Offeror inventory or order commitment.

Unit Prices offered shall include all incidental and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Offerors, Standard Terms and Conditions* and Exhibit A: Offer Agreement. No payments will be made for items not included in the agreement.

7. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Offerors, Exhibit A Scope of Services Standard Terms and Conditions and to the location(s) referenced on the Delivery Order(s), Dispatch Order(s) or Contract.

8. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes only. The County is subject to State and City sales tax. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or proposal preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

9. OTHER DOCUMENTS

Offeror and County in entering into this agreement have relied upon information provided in the Pima County Solicitation No. 1100831 including the Request For Proposals, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Offeror's Proposal and on other information and documents submitted by the Offeror in its response to Solicitation No. 1100831. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

10. INSURANCE:

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Garage Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

- General Aggregate \$2,000,000

• **OFFER AGREEMENT (Page 3 of 5)**

- Premises and Operations \$1,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Garagekeepers Liability - Direct Primary Coverage:
 - Each Auto \$100,000
 - Each Occurrence \$1,000,000
- Automobile Liability including bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract
 - Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be **endorsed to include Garage-keepers Liability - direct primary coverage.**
- b. The policy shall be endorsed to include the following additional insured language: **"Pima County shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.
- c. The policy shall be **endorsed to include coverage for towing including "unhook" coverage.**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against Pima County.

B. Crime Insurance

Policy Limit	\$25,000 (not less than)
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- a. The policy shall be issued with limits based on the amount of cash being handled by the Contractor.
- b. The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The policy shall include coverage for third party fidelity.
- d. The policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

C. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where Pima County is named as an additional insured, Pima County shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

D. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent by certified mail, return receipt requested.

E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

OFFER AGREEMENT (Page 4 of 5)

F. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

11. PERFORMANCE BOND: Not Required

12. 13. Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
Frank Gonzales, Manager
Records Maintenance Section
Pima County Sheriff's Department
1750 E Benson Highway
Tucson, AZ 85714

OFFEROR:
Rod Robertson, President
Rod Robertson Enterprises
1802 NW Military Hwy #100
San Antonio, TX 78213

14. SCRUTINIZED BUSINESS OPERATIONS

"Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

15. PROPOSAL/OFFER CERTIFICATION:

OFFEROR LEGAL NAME: Rod Robertson Enterprises, Inc.

BUSINESS ALSO KNOWN AS: Robertson Auto Auction

MAILING ADDRESS: 1802 NW Military Hwy., Suite 100,

CITY/STATE/ZIP: San Antonio, TX 78213

REMIT TO ADDRESS: As above

CITY/STATE/ZIP: As above

CONTACT PERSON NAME/TITLE: Rod Robertson

PHONE: 210-375-7755 FAX: 210-375-7744

CONTACT EMAIL ADDRESS: rod@rodrobotson.com

E-MAIL ADDRESS TO WHICH ORDERS CAN BE TRANSMITTED: jen@rodrobotson.com

CORPORATE HEADQUARTERS LOCATION:

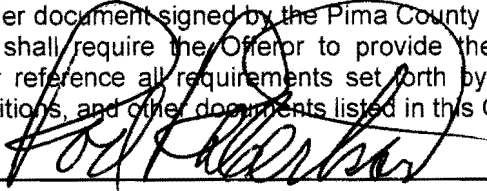
ADDRESS: As Above

CITY, STATE, ZIP: As Above

OFFER AGREEMENT (Page 5 of 5)

By signing and submitting these bid offer and Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes but may not be limited to the Standard Terms & Conditions, and this Offer Agreement. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated.

Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate, a binding contract is formed that shall require the Offeror to provide the services described in this solicitation. The resulting contract incorporates by reference all requirements set forth by the solicitation, solicitation instructions, Pima County standard terms and conditions, and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE:  DATE: 07/22/2011

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

1802 NW Military Hwy, Suite 100 San Antonio, TX 78213

MAILING ADDRESS

PHONE AND E-MAIL: 210-375-7755 rod@rodrobotson.com

Exhibit "A" Scope of Services

As approved by the Board of Supervisors on June 21, 2011, Rod Robertson Enterprises (RRE) shall provide services outlined in their original proposal, to include the following:

- Towing fees as required by the County (as identified on RRE executed BAFO)
- Storage fees will be \$15 per day: \$5 Pima County/\$10 RRE
- Title transfers, no charge
- Collection of sale proceeds, no charge
- 60% Pima County/40% RRE split of auction proceeds with no charge for towing or storage
- RRE will not charge the County towing or storage for vehicles transferred to the County for official use.
- To accommodate the volatility of diesel fuel prices, RRE shall add a fuel surcharge when fuel prices increase dramatically, instead of raising towing rates across the board. This fuel surcharge shall allow RRE to stay competitive when fuel prices increase without requiring a modification of RRE towing rates. Said surcharges shall be adjusted no more frequently than once every six months, require the written concurrence of Pima County prior to implementation, shall not exceed the current percent of service fee cost that fuel costs represent multiplied by the percent increase in current fuel cost multiplied by the current service fee. The same adjustment logic shall apply should fuel costs decrease. (Base amount of \$4.00 per gallon with reviews every six months with an adjustment of 10 cents per loaded mile for every 25 cents per gallon increase)

RRE requirements/responsibilities as specified by Pima County Sheriff's Department:

1. RRE shall strictly conform to all latest and revised Motor Carrier and Safety Regulations, as set forth by the Department of Public Safety Regulation, and shall maintain at all times current tow truck permit(s), as issued by the Arizona Department of Public Safety.
2. RRE shall comply with all federal, state, and county statutory requirements. Failure to comply with laws pertaining to impoundment/immobilization of vehicles under any Arizona Revised Statute or Pima County ordinance shall constitute a breach of contract and is grounds for termination of services with Pima County.
3. Lack of knowledge of the implementation of a state statute or county ordinance that requires specific compliance by a tow truck/salvage company is not a defense for noncompliance with the statute or ordinance.
4. RRE is responsible for all costs not specifically assigned to Pima County and required to perform the services defined by this agreement, said costs to be recovered from their defined revenue share. No costs not required to perform the defined services will be paid from revenues associated with this agreement.
5. After a vehicle has been auctioned or sold RRE agrees to waive and hold harmless Pima County from all towing, storage and all other related fees associated with the vehicle.
6. RRE shall not release impounded vehicles to the public without receiving proper authorization from the PCSD impound unit to do so. This includes any vehicles that change ownership after the vehicle was impounded. All releases to the public shall require PCSD authorization paperwork identifying the citizen by license information to include name and license number. The contractor shall verify this information by viewing the PCSD paperwork and license prior to releasing the vehicle to the citizen. The information shall include the following:
 - a. The citizen has provided a valid license to PCSD;
 - b. The citizen has provided valid registration demonstrating proper ownership of vehicle;
 - c. The citizen has provided valid insurance to PCSD;
 - d. The citizen has paid all related fees and fines to appropriate authorities;
 - e. The citizen has paid all related fees to PCSD.
7. RRE's business shall remain open to the public for the purpose of releasing impounded or immobilized vehicles during the indicated times and days with no additional charge or fees other than for towing and storage: Monday through Friday, 0800 (8AM) to 1700 hours (5PM) and on Saturdays from 0800 (8 AM) to 1200 hours (noon) except on holidays. Any additional fees to be collected must fall within the prescribed and approved contract

8. The Master Agreement issued to accept RRE offer will define the not to exceed amount of the agreement. RRE shall not accept orders, or provide services that cumulatively exceed that amount.
9. RRE shall document and sequentially number the acquisition and provision of all services provided pursuant to this agreement and maintain an auditable file in a form acceptable to PCSD; said Incident Control Document(ICD) shall include the following minimum information; the vehicles license plate number, vehicle identification number, make, model, and year, beginning and end mileage, time of dispatch, name of dispatcher, time of arrival on scene, name of Officer in charge of scene (if practicable), time of departure from scene, time of arrival at destination, and name of destination and any other pertinent incident identification information. RRE shall obtain PCSD written approval as to form prior to the commencement of provision of services.
10. Payment for towing services for non-impounded vehicles is the responsibility of the owner of the vehicle being towed and not Pima County. PCSD will not be responsible for non-impound towing fees. Disputes shall be handled by the Contractor and the owner of the vehicle in question. PCSD accepts no responsibility for any aspect of non-impound tows, related storage issues or other related matters except for the establishment of prices the owner of the vehicle should be charged. RRE must charge owners of non-impounded vehicles, the prices established by this agreement. Owners of non-impounded vehicles must receive a fact sheet from RRE. In the event a dispute arises between the RRE and a citizen which requires PCSD intervention, decisions finalized by PCSD are at RRE's expense.
11. Unit Pricing may be negotiated and established as per all requirements of the agreement for items and services required to be provided by this agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by RRE and accepted by PCSD (Impound Manager Commander).
12. Price Escalation. It is the intention of both parties that pricing shall remain firm during the term of the agreement.
13. RRE is responsible for collecting and promptly and accurately documenting receipt all vehicle owner fees and auctioned vehicle revenues defined by this agreement that are due simultaneous with the release of any vehicle.
14. RRE agrees to allow PCSD impound unit to interface with all software products regarding towing, storage, moved and sale of all vehicles. This includes all software products utilized by sub-contractors. PCSD reserves the right to terminate services between RRE/sub-contractor and Pima County in the event RRE or any of it's sub-contractors refuse access.
15. PCSD authorizes RRE to process all titles for vehicles to be sold at auctions at RRE expense.
16. Prior to the release of any and all vehicles, RRE must have release authorization from PCSD.
17. Prior to auction, and at no cost to Pima County, PCSD reserves the right to have any vehicle returned to the possession of Pima County or its rightful owner. RRE agrees that there will be no direct reimbursement of costs associated with said vehicle(s).
18. RRE shall provide to PCSD/Pima County copies of all contracts conducting business with PCSD and/or Pima County pursuant to this agreement.

Towing Addendums

19. RRE agrees to move vehicles at the PCSD Property & Evidence Unit or from the Property & Evidence Unit to RRE at no cost to Pima County.
20. In the event one tow truck responds to a request for service by PCSD, fees assessed for standby time shall be limited to that single tow truck driver/operator. Standby time fees shall not be assessed for more than one vehicle when only one tow truck driver/operator is present.

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21. RRE shall tow designated vehicles to their secure storage facility or to Pima County Sheriff's Dept. (PCSD) evidence or other storage facility as appropriate. RRE may be directed or diverted to other locations by PCSD Dispatch or PCSD Officer at the scene.
22. All listed types of towing categories must be available on a twenty-four (24) hour a day, seven (7) day a week basis.
23. RRE shall use the most direct route available when in route to the scene and to the final destination considering current road and traffic conditions.
24. At time of dispatch, Pima County will provide vehicle license plate number (if available) along with the best possible description and location of the vehicle.
25. RRE shall be prepared to provide unusual recovery efforts such as off-road desert or mountainous removal; flood recovery assistance, burned or compacted vehicles or items.
26. Response times in all Service Areas in the Greater Metropolitan Tucson area shall be within **30 minutes** from time of dispatch order issued by PCSD.
27. Response time in all *remote* (remote defined as outside of PCSD Service Areas 1 through 5 designated in Exhibit: A, City of Tucson excluded) shall be 30 minutes + 1.5 minutes per mile outside of Service Area.
28. In order to achieve these response times it may be necessary to preposition (stage) equipment and operators in strategic locations. The County will grant a period of adjustment (30 to 60 days) to allow RRE the opportunity to observe usage patterns and develop plans to optimize responses. After this "break-in" period, any missed response times must be "excused" by PCSD to avoid a negative impact on contractor performance reports. "Excusable" delays are those caused by circumstances PCSD agrees are beyond the RRE's control.
29. Listed below are the descriptions of the greater Tucson Areas:

Area 1. FOOTHILLS

Bordered by the Pinal County line to the north, Campbell Avenue to the east, I-10 to the west and 22nd Street/Starpass Road to the south.

Area 2. TUCSON MOUNTAIN

Bordered by the Pinal County line to the north, I-10 to the east, Tohono O' Odham Reservation to the south, and Ironwood National Forest to the west.

Area 3. RINCON

Bordered on the north by the Pinal County line, on the south by 22nd Street to Kolb Road, on the east by Cochise County line (from Kolb Road exit to Pima Road exit), and on the west by Campbell Avenue.

Area 4. SAN XAVIER

Bordered on the north by 22nd Street/Starpass Road and Tucson Mountain Park, on the north by Milewide Road (west of Tucson Mountain Park), on the west by the Tohono O'Odham Indian Reservation, on the south by Pima Mine Road exit west to the Tohono O'Odham Indian Reservation, bordered east by Kolb Road exit south to Pima Mine Road exit.

Area 5. GREEN VALLEY

Bordered north by Pima Mine Road from Tohono O'Odham Indian Reservation to Cochise County line, on the south by Santa-Cruz County line and Mexican border, east by Cochise County line and west by the Tohono O'Odham Indian reservation..

30. Any "unexcused" response delay will be documented by PCSD and periodically reported to the Sheriff Department. These reports will be used to determine acceptable performance by the contractor. If performance is determined to be inferior by the County, the contract may be terminated. Any negative reporting will be brought to the RRE's attention and RRE will be allowed an opportunity to correct performance.
31. Response times for Heavy Duty tows or those involving unusual circumstances will be evaluated on a case by case basis.
32. If after dispatch it is realized the response cannot be made on time, RRE shall notify PCSD immediately. Non responses or aborted responses must be logged along with reasons for the failure and times of PCSD dispatch and the time PCSD was notified of the response failure.
33. Upon arrival at scene, if circumstances don't prohibit, the responding driver must physically report directly to the Officer in charge at the scene and inform of arrival. Failure to make contact and receive acknowledgement of arrival will be considered a negative performance issue. Driver must also check with Officer in charge prior to departing. (Note: Driver must be sure to check in "and" out with the same officer unless circumstances prohibit.)
34. Failure to follow directions from the Officer in charge without dispute will be considered a negative performance issue.
35. Failure to comply with response time guidelines shall constitute an infraction or non-compliance by RRE. All infractions shall be referred to the impound manager/commander of PCSD for review. The Driver/Contractor must record all PCSD Dispatch provided information (including Dispatch Area), all times and mileages including but not limited to: arrival on scene, departure from scene and arrival at destination. Unless it would be disruptive or unsafe, the driver should get and log the name of the Officer in charge at the scene. This data must be logged into a permanent record and must be included on all invoices along with the Dispatch, Incident or Tow number. PCSD must agree to all recordkeeping methods "prior" to the contract being awarded. This includes the individual "Tow Ticket" or Trip Ticket" used by the drivers for each dispatch. Each dispatch must be recorded separately. Deviations from the agreed upon recordkeeping methods will not be allowed. Any invoice submitted without the agreed-to information will be rejected.
36. Incomplete or inconsistent recordkeeping will be considered a negative performance issue. RRE must allow PCSD reasonable access to all records related to the contract.
37. PCSD has made an equipment needs assessment and determined RRE will need the following equipment mix to provide the needed service and response times in the widely separated response areas.
 1. Eight flat-beds (capable of two-vehicle tows of light duty rated vehicles.)
 2. Two Medium Duty (or larger) tow trucks
 3. One Heavy Duty wrecker
 4. One Heavy Duty flat bed
 5. One Heavy Duty 4wd tow truck
 6. One Light or Medium duty 4wd tow truck
38. At all times tow trucks must carry the equipment required in State of Arizona, Department of Public Safety Tow Truck Rules and Regulations.
39. RRE's equipment must meet the requirements and standards set forth by the Department of Public Safety for Towing Companies. Contractor must substantiate that all equipment and vehicles used during the performance of a resulting contract are currently certified to meet all safety and legal requirements for this type of equipment.
40. RRE shall be adequately staffed with qualified equipment operators to provide all required services within required response times.
41. **Light Duty Basic Call Fee** - the amount charged for Light Duty tows for travel to scene, and 30 minutes of stand-by/recovery time. Includes all miscellaneous items, supplies and equipment necessary to accomplish the required recovery, towing, scene safety and clean-up of roadways at accident site to include the use of 4-wheel drive tow vehicle.

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If upon arrival at location dispatched to, the scene has apparently been cleared, driver must contact his Dispatcher and request further instructions. If services no longer required, or no tow is required, no call fee may be charged. All logs, trip tickets, and Invoices must show time of dispatch, arrival, time of re-contact of PCSD dispatch, and any other pertinent information.

42. **Light Duty Loaded Mileage Charge** – the per mile amount charged for a Light Duty tow measured from the scene to final destination.
43. All mileage fees shall be limited to each tow truck utilized for the purpose of towing a vehicle. In the event one tow truck is utilized to remove multiple vehicles, mileage for transportation shall be calculated as a single trip for all vehicles removed. Mileage fees shall not be assessed for more than one vehicle removed by a single tow truck.
44. **Light Duty Loaded Mileage Charge (4-wheel drive)**– the per mile amount charged for a Light Duty tow measured from the scene to final destination when the tow is made by a 4-wheel drive tow truck.
45. **Light Duty Standby/Recovery Time** is defined as that time on scene working or delayed by police activity/direction when a Light Duty tow is involved. After arrival at scene and check in with the Officer in charge, any time on scene caused by delays, or performing clean up or other work, are compensable after the first 30 minutes. Time will be logged and invoiced in quarters of an hour (i.e., 30 minutes is 2 quarters, 1 hour and 45 minutes would be 7 quarters, etc). All time must be verified by Officer in charge of scene.
46. **Medium Duty Basic Call Fee** is same as light duty except involves Medium Duty tow.
47. **Medium Duty Loaded Mileage Charge** is same as light duty except involves Medium Duty tow.
48. **Medium Duty Loaded Mileage Charge (4-wheel drive)** is same as light duty except involves Medium Duty tow.
49. **Medium Duty Standby/Recovery Time** is same as light duty except involves Medium Duty tow.
50. **Heavy Duty Basic Call Fee** is same as light duty except involves Heavy Duty tow.
51. **Heavy Duty Loaded Mileage Charge** is same as above except involves Heavy Duty tow.
52. **Heavy Duty Loaded Mileage Charge (4-wheel drive)** is same as above except involves Heavy Duty tow.
53. **Heavy Duty Standby/Recovery Time** is as above except involves Heavy Duty tow.
54. **Trip Charge, Light Duty, Out-of-Areas Tow** – amount charged for each one-way light duty tow from outside Areas 1 through 5 described in Exhibit C (excluding City of Tucson) to Tucson. Applicable mileage (Light, Medium, Heavy, etc.) will also be allowed from pick-up point to destination.
55. **Trip Charge Medium Duty, Out-of-Areas Tow** – Same as above except involves Medium Duty tow.
56. **Trip Charge Heavy Duty, Out-of-Areas Tow** – Same as above except involves Heavy Duty tow.
57. **Loaded Mileage Charge Misc. Towing, Movement or Transportation of wheeled, hand loadable or winchable items** – Applies to any miscellaneous items PCSD orders moved that are easily hooked up or loaded on a flat bed. Common requirements are scene lighting equipment, salvage or recovery equipment and traffic/scene control supplies and equipment. The established vehicle towing rates will apply for miscellaneous item towing services and will be based on the type of truck required to move items
58. **Loaded Mileage Charge Misc. Towing, Movement or Transportation of wheeled, hand loadable or winchable items** – Same as above except requires equipment or machinery, like a forklift, to load items(s) on transport vehicle. This is assuming the forklift or other equipment will be required at point of origin and scene, or at scene and final destination.

59. **Repositioning of vehicles in Impound Lot with forklift** – No vehicle charge for forklift (or similar lifting equipment) involved movement within Impound lot to create additional space or allow access. Number of vehicles moved must be acknowledged and approved by PCSD. Approving Official's name and date, type of move(s) must be included on invoice.
60. **Move Vehicles to/from Impound to CNA lot with forklift** – No vehicle charge for forklift (or similar lifting equipment) involved movement from Impound lot to CNA lot. Number of vehicles moved must be acknowledged and approved by PCSD. Approving Official's name and date, type of move(s) must be included on invoice.
61. **Loaded Mileage Rate - non impound/no storage** – Mileage rate charged on owner request or other owner paid tows when there is no storage involved. For example, the towing of disabled vehicles from accident scene to place of repair or other location agreed to by Contractor and vehicle owner. Vehicle owner is responsible for all payments related to these type tows. Pima County will not be responsible for or become involved in any disputes related to owner request or other owner paid tows.
62. **Loaded Mileage Rate - non impound/"with" storage** – Same as above except vehicles will be stored at Contractor's facility. As an example, the responsible party (RP)/vehicle owner is injured or otherwise impaired and unable to make decision regarding tows. PCSD Officer in charge of scene must authorize tow to Contractor's facility for temporary storage until RP or his representative able to direct disposition of towed vehicle. Normally vehicle owners will be entirely responsible in these situations, however some circumstances may dictate PCSD involvement for resolution of disputes or final disposition of vehicles. Evaluations will be on a case-by-case basis and PCSD will provide direction upon request of towing Contractor.
63. **One way, 1-light duty vehicle tow from Ajo to Tucson** – Trip charge for towing a single Light Duty rated vehicle from Ajo to Tucson. Must include all associated costs. Normally, these are tows from the PCSD Impound Lot in Ajo to the PCSD Impound Lot in Tucson.
64. **One way, 2- light duty vehicle tow from Ajo to Tucson** – Same as Group C, No. 1 except the charge is for towing two vehicles, one on the flat bed and one in tow behind the flatbed.
65. **One way, medium duty vehicle tow from Ajo to Tucson** – Same as Group C, No. 1 except towed vehicle is medium duty rated.
66. **One way, heavy duty vehicle tow from Ajo to Tucson** – Same as Group C, No. 1 except towed vehicle is heavy duty rated.
67. **Medium Light Duty Basic Call Fee** Includes all miscellaneous items, supplies and equipment necessary to accomplish the required recovery, towing, scene safety and cleanup of roadways at accident site to include the use of 4-wheel drive tow vehicle. If upon arrival at location dispatched to, the scene has apparently been cleared, driver must contact his Dispatcher and request further instructions. If services no longer required, or no tow is required, a Basic Call Fee may be charged + return mileage to Tucson. All logs, trip tickets, and Invoices must show time of dispatch, arrival, time of re-contact of PCSD dispatch, and any other pertinent information. (this refers to any vehicle being towed)
68. **Light Duty Loaded Mileage Charge** – the per mile amount charged for a Light Duty tow measured from the scene to final destination.
69. **Light Duty Loaded Mileage Charge (4-wheel drive)**– the per mile amount charged for a Light Duty tow measured from the scene to final destination when the tow is made by a 4-wheel drive tow truck.
70. **Light Duty Standby/Recovery Time** is defined as that time on scene working or delayed by police activity/direction when a Light Duty tow is involved. After arrival at scene and check in with the Officer in charge, any time on scene caused by delays, or performing clean up or other work, are compensable after the first 30 minutes. Time will be logged and invoiced in quarters of an hour (i.e., 30 minutes is 2 quarters, 1 hour and 45 minutes would be 7 quarters, etc). All time must be verified by Officer in charge of scene.

71. **Medium Duty Basic Call Fee** is same as above in 1 except involves Medium Duty tow.
72. **Medium Duty Loaded Mileage Charge** is same as above in 2 except involves Medium Duty tow.
73. **Medium Duty Loaded Mileage Charge (4-wheel drive)** is same as above in 3 except involves Medium Duty tow.
74. **Medium Duty Standby/Recovery Time** is same as above in 4 except involves Medium Duty tow.
75. All tow fees charged to citizens or PCSD must comply with fees schedule established between RRE and PCSD. Any and all differences shall be paid by RRE. In the event RRE or the sub-contractor refuses to pay any difference in fee schedule approved by PCSD, PCSD reserves the right to terminate services between the contractor/sub-contractor and Pima County.
76. RRE shall list all tow truck company sub-contractors. In the event a tow truck sub-contractor is unable, unavailable or refuses to respond to any PCSD request for service, PCSD reserves the right to seek immediate towing services as necessary for law enforcement purposes at the expense of RRE. If RRE refuses to pay for this service PCSD reserves the right to terminate services between the contractor/sub-contractor and Pima County.
77. PCSD communications shall dispatch all tow truck services.
78. See Exhibit #A for current Tow Truck and Storage Pricing.
79. If RRE fails or refuses to comply with the above listed tow addendums, or demonstrates five separate incidents non-compliance PCSD reserves the right to terminate services between the contractor and Pima County.

Storage Addendums

80. RRE agrees to allow all citizens-owners access to their stored vehicles located at the RRE facilities. RRE agrees to provide an employee escort so as to allow the citizen-owner to retrieve any paperwork or personal property from the vehicle without contacting PCSD. In the event of a citizen-owner dispute or safety concern, RRE shall contact PCSD impound personnel to determine whether or not a deputy will be dispatched to resolve the dispute. Disputes shall not include disagreement of payment for towing or storage service fees. PCSD reserves the right to resolve disputes, which are resolved at the expense of the Contractor.
81. In the event RRE discovers evidence of a crime in a vehicle that has been towed to their facility, RRE shall contact PCSD dispatch to have a deputy respond to take custody of the evidence. All information pertaining to the vehicle along with driver/ownership information shall be provided to the deputy.
82. A. RRE shall have a storage facility of sufficient size to hold all vehicles towed for the COUNTY. This facility shall be enclosed by a fence with a minimum height of six feet with secured gates. The fence must be constructed from chain link, masonry, wood or equivalent materials to prevent unauthorized removal of stored vehicles. Fences constructed of strands of barbed wire, hog wire, or chicken wire is not acceptable. Vehicles towed for PCSD must be segregated from all other vehicles stored at the RRE or Sub-contractor facility.
82. B. The storage facility must not be located within a wrecking yard that is in the business of dismantling vehicles.
83. The storage yard shall have an area which is separated and clearly delineated from any other storage areas for the purpose of storing vehicles Impounded by PCSD. Impounded vehicles stored for Pima County must be kept separate from non-County stored vehicles at all times.
84. RRE's business shall remain open to the public for the purpose of releasing impounded or immobilized vehicles during the indicated times and days with no additional charge or fees other than for towing and storage: Monday - Friday 8:00-17:00 and Saturday 8:00-12:00. Any additional fees to be collected must fall within the prescribed and approved contract. The personnel operating the storage facility must be authorized by the contractor to release the vehicle to the owner or the owner's authorized representative

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85. PCSD Officials must be allowed access as necessary during non-business hours within one hour of notification. There shall be no charge to PCSD for this access.
86. **Storage Lot Gate Fee** – Fee charged to vehicle owners for each after-hours access to vehicles in storage.
87. **Delivery Fee** – No fee charged to vehicle owners for each delivery of inoperable vehicle from Storage Yard to street immediately adjacent to the storage facility.
88. **A Daily Storage Fee – Pima County** – Fee charged to Pima County or any other Government Agency for storage in company lot that is ordered or authorized by Pima County.
- 88 B **Daily Storage Fee – Other** – Fee charged to vehicle owners or anyone other than Pima County.
89. All vehicles towed by the Contractor/sub-contractor, shall be towed to the RRE facility and not to any other facility without the express authorization of PCSD.

Auction Addendums

90. In the event RRE takes title to a vehicle for a purpose not described in this contract, contractor shall remit to the county 60% of the proceeds from any sale of the vehicle or pay the statutory administrative fee that applies to the released vehicle. This fee shall not exceed the amount set by the applicable statute. RRE assumes all expenses of vehicle if and when title is transferred to RRE.
91. RRE agrees to pay 60% of all proceeds from vehicle sales that are sold on the behalf of Pima County. All proceeds from auctions and sales of every vehicle shall be made to Pima County within 10 business days of the transaction.
92. All vehicles sold will be under an "actual miles" title to provide Pima County with the highest market value. Vehicles will be sold in an "AS IS" condition with no warranties or promises for repair. If for any reason the State will not issue an "actual mileage" title Pima County (PCSD) will provide proper documentation to RRE for title transfer from owner/violator to Pima County's name prior to auction
93. All vehicles sold as salvage or to be destroyed as scrap metal, shall be sold at the expense of RRE. RRE shall collect all proceeds from the sale of vehicles sold as scrap metal and Pima County shall not incur any expenses from towing or storage of these vehicles. The books and records regarding the services provided by RRE and the disposition of each and every vehicle processed, towed, scrapped, dismantled or any property processed by the Contractor that respond to a request for service by the Pima County Sheriff's Department shall be subject to inspection upon request. In the event RRE refuses or delays inspection of records, such refusal or delay shall be grounds for termination of services with Pima County.
94. At the time the auction transaction occurs between RRE and the private citizen, RRE agrees to provide PCSD with a voucher for every vehicle indicating the vehicle identification number, make, model and color of vehicle, the name and biographical information of the buyer and the amount that the vehicle was purchased for. PCSD reserves the right to verify all records RRE possesses concerning all vehicle information, all sale information, and all buyer information on each and every vehicle sold under the supervision of any and all RRE employees or subcontractors. In the event RRE fails to provide information or references, it shall be grounds for termination of services with Pima County.
95. RRE and Pima County mutually agree to hold auctions within every 90 days that vehicles are available for auction. However upon determination made by the PCSD impound manager/commander, auction dates may change at the discretion of the PCSD. If the number of vehicles increases to a point where the county and RRE agree that additional auctions will be necessary, RRE will schedule two auctions during the same week and/or schedule auctions every 60 days. Pima County will not be charged any storage or towing costs for vehicles sold at auction. If a vehicle fails to sell at auction RRE will work with Pima County, at no additional charge to Pima County, to ensure maximum exposure at future auctions and the possibility of additional auctions being placed on the calendar.
96. RRE is responsible for the cleaning, photographing and preparation of all vehicles for auctions.

97. RRE is responsible for conduction of a public inspection period at least 2 days prior to any auction of any vehicle. This inspection must be preceded by an advertisement paid for by the Contractor. If RRE and PCSD find additional viewing days/hours are necessary, RRE will add additional viewing days for the maximum exposure. All vehicles will continue to be advertised on RRE's website until sold.
98. RRE is responsible for facilitating title and registration transfer, and the delivery of vehicles to bidders at no expense to Pima County.
99. RRE is responsible for conducting all auctions, collecting all payments and remitting all proceeds to PCSD for 40% commission of sale of vehicles auctioned.
100. RRE is responsible to provide a detailed audit report for each vehicle sold. This audit report shall include the following: vehicle identification number; the year, make, model and color of the vehicle; the name and address of the previous owner; the name and address of the new owner; and the purchase price the vehicle sold for; the commission to be received by PCSD; the fee to be collected by Contractor.
101. All sales are final and considered closed at the time the bids are finalized at the conclusion of each auction during that business day. No sale will be made under terms of credit, loan, lien, promise, trade or barter.
102. RRE currently takes 5-7 photographs of vehicles; more if there is special equipment that can be highlighted. RRE will provide keys if they are available, but RRE will not have keys made or hire a mechanical staff to ensure operational aspects of vehicles being auctioned. RRE will wash, vacuum and remove trash from the vehicles. RRE staff will be on-hand at preview to start vehicles and answer any questions prospective buyers may have.
103. All vehicles sold at auction shall utilize a certificate of title. No vehicle shall be auctioned under a "salvage title" or under a "VTR71" without the express consent of PCSD.
104. After all vehicles are auctioned, RRE shall to provide the impound manager/commander at PCSD an electronic notification report by within 48 hours of auction day, listing all vehicles that have been sold at auction. This daily report shall include: vehicle identification number; the year, make, model and color of the vehicle; the name and address of the previous owner; the name and address of the new owner; and the purchase price the vehicle sold for; commission to be paid to PCSD; fee to be paid to RRE. RRE shall pay PCSD within 10 business days of sending this report.
105. Any disputed sales amounts or totals shall be reported to the PCSD impound manager/commander. Once notified RRE shall be contacted along with the Pima County business office. Once notifications have been made RRE will have 10 days to resolve the dispute with the PCSD impound manager/commander. PCSD reserves the right to terminate services between the contractor and Pima County in the event the Contractor refuses to comply.
106. Once amounts of sales have been finalized, RRE has 10 business days to remit payments to PCSD. Failure to remit payment shall be grounds for Pima County to terminate services with RRE.
107. RRE shall remit to PCSD \$5.00 per day for all vehicles stored at the RRE storage facility for all light and medium duty sized vehicles. For large sized vehicles, RRE shall remit \$15.00 per day to PCSD. Payments shall be remitted to PCSD upon the release of the vehicles.
108. In the event a vehicle is not claimed by the owner and becomes abandoned, when it is determined this vehicle cannot sell at an auction it shall be the responsibility of RRE to dispose of the vehicle as a salvage vehicle for destruction. This vehicle must be destroyed and shall not be re-registered or titled to be driven on the road. RRE shall take ownership of said vehicle for the purpose of destruction and shall retain all proceeds from sales of such proceedings. RRE shall waive all PCSD tow and storage fees. RRE shall provide certification of destruction on each vehicle to PCSD. This certification shall include the name and address of the company or business that destroyed the crushed vehicle.

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109. Roadside Assistance can be defined as the following: providing a service response to a citizen without providing a towing service for a vehicle. RRE would define roadside assistance as towing, changing a flat tire, charging a battery, delivering coolant or fuel.
110. Off Road Towing shall be defined by combining the following fees: Off Road Recovery Fee + Tow Truck Fee + Mileage Fee + Hourly Rate Prorate @ 15 Minute Intervals. (An example for a light duty recovery with 1 hour and ten miles would be the following fees totaled coupled with the appropriate taxes and storage.) The fees would vary accordingly if the vehicle changed in size such as a medium or heavy duty vehicle.

EXAMPLE ONLY

Light Duty Off Road Recovery	\$58.00
Light Duty Fee	\$63.00
10 Miles Mileage Fee @ \$3.50	\$35.00

Exhibit A -CURRENT PRICING

	DESCRIPTION		UNIT PRICE \$	To RRE	To PCSD
1	Light Duty Basic Call fee – (includes 30 minutes of standby and/or recovery time)	Each	63.00	63.00	DNA
2	Light Duty Loaded Mileage Charge	Per Mile	3.50	3.50	DNA
3	Medium Duty Basic Call fee (includes 30 minutes of standby and/or recovery time)	Each	75.00	75.00	DNA
4	Medium Duty Loaded Mileage Charge	Per Mile	4.00	4.00	DNA
5	Heavy Duty Basic Call Fee (includes 30 minutes of standby and/or recovery time)	Each	207.00	207.00	DNA
6	Heavy Duty Loaded Mileage Charge	Per Mile	7.00	7.00	DNA
7	Off Road Recovery Flat Rate Light Duty No Mileage	Each	58.00	58.00	DNA
8	Off Road Recovery Flat Rate Medium Duty No Mileage	Each	115.00	115.00	DNA
9	Off Road Recovery Flat Rate Heavy Duty No Mileage	Each	173.00	173.00	DNA
10	Roadside Assistance Flat Rate	Each	63.00	63.00	DNA
11	Daily Storage Fee – ARS 28-3511	Per Day	15.00	10.00	5.00
12	Daily Storage Fee – Non- Impound Vehicles – Light Duty Vehicles	Per Day	20.00	15.00	5.00
13	Daily Storage Fee – Non-Impound Vehicles – Medium Duty Vehicles	Per Day	52.00	47.00	5.00
14	After Hour Open Lot Rate	Each	35.00	35.00	DNA

PIMA COUNTY STANDARD TERMS AND CONDITIONS (12/20/10)

1. OPENING:

Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the Pima County (COUNTY) will enter into an agreement with the one or multiple respondent(s) that submitted the lowest bid(s) and determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The COUNTY reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without written permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provide immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, County may reject same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same, without expense to the COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail,

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neglect, or refuse immediately to do so, COUNTY, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY.

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to Purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY blanket contract, purchase order or contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted by blanket contract purchase order or contract between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the blanket contract purchase order or contract. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the blanket contract, purchase order or contract. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

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23. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in COUNTY.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall

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be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost.

Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any blanket contract, purchase order, contract or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY. Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the blanket contract, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control

Offer Agreement #1100831

and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

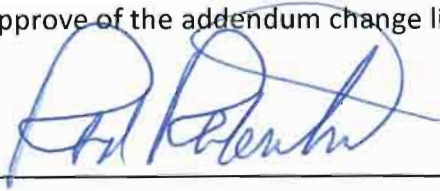
END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Rod Robertson Enterprises/Pima County Sheriff's Department
Addendum to Vendor Agreement

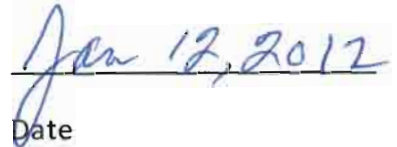
1-12-2012

Vendor agrees to allow PCSD to collect all towing, storage and other miscellaneous fees related to the processing of each vehicle towed, assisted, processed and/or stored by RRE. After said fees are collected in accordance with the conditions, terms and rates of this contract, PCSD will forward those portions of said fees obligated to RRE after review of invoices for each 30 day period during from the calendar year or until this contract expires.

I approve of the addendum change listed above.

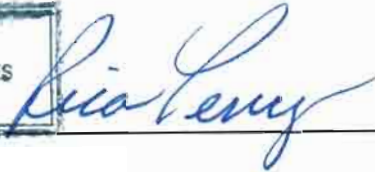


Signature



Date

Subscribed and sworn to before me this 12 day of January, 2012.
STATE: TEXAS COUNTY: BEXAR



Notary Public

Amendment # 1

Offer Agreement # 1100831 Towing Services

Addition RICO vehicle towing/auction services:

- *The tow company (RRE) shall submit invoices for all towing, mileage fees and any other expenses for the movement of vehicles to PCSD Property and Evidence for payment.*
- *The tow company (RRE) shall provide a direct point of contact to the PCSD Financial Investigations (RICO) Unit to exchange documentation, track inventory, maintain accurate and timely communication, and address any other related administrative issues.*
- *If awarded through court order, the PCSD Financial Investigations (RICO) Unit will provide the tow company with an inventory list of vehicles ready for auction. When the vehicle is auctioned, the tow company receives first, 10% of the sale proceeds of the vehicle plus any related expenses it incurs from the sale. Other expenses may include but are not limited to things such as title transfers, vehicle service to ready the vehicle for auction, etc. (note: related expenses should be vetted with the PCSD Financial Investigations (RICO) Unit prior to application).*
- *After the initial 10% has been paid to the tow truck company, the remaining amount will be paid (90%) to the Pima County Anti-Racketeering Fund and delivered to the PCSD Financial Investigations (RICO) Unit for allocation as stipulated within the forfeiture judgment order.*
- *The tow company (RRE) is authorized to charge a 10% Buyer's Premium fee.*



*Luis A. Barthelemy
V.P. of Operations
Rod Robertson Enterprises, Inc.*

MAY 6, 2014

EXHIBIT E



Mail Drop 563M
 Abandoned Vehicle Unit
 Motor Vehicle Division
 PO Box 2100
 Phoenix AZ 85001-2100

AA239781

ABANDONED VEHICLE REPORT
 Application For Transfer of Ownership
 Authorization to Dispose of Junk Vehicle

46-4402 R05/01

Type or print. Complete all blanks. Answer ALL questions.

Vehicle Identification Number JS1GV74G0P2101161			Report Date 10/20/2014
Date Towed / Abandoned 08/26/2014			Towing Company Stall Number
Licence Plate Number HMC6K6	State AZ	Color BLK	
Vehicle Year 1993	Make SUZI	Model MC	
Vehicle Removal Ordered By (if law enforcement, provide badge number and enforcement jurisdiction or title) PCSD 7316			
Location Vehicle Removed From 4712 N SANDARIO		City TUCSON	County PIMA
Vehicle Condition <input type="checkbox"/> Intact <input type="checkbox"/> Stripped <input checked="" type="checkbox"/> Wrecked <input type="checkbox"/> Burned <input type="checkbox"/> Junk (crush only)			
Name of Company or Individual Filing Report ROD ROBERTSON AUTO AUCTIONS			Daytime Phone (520)863-0600
Mailing Address 7600 S SWAN RD		City TUCSON	State AZ
Location Where Vehicle Stored (physical address) 7600 S SWAN ROAD		City TUCSON	County PIMA

Has the vehicle described on this report been placed on Hold or Seized at the request of a law enforcement agency?
 Yes No If yes, please explain. _____

During the period of your possession, has anyone contacted you or your agents claiming ownership or right of possession to the vehicle described on this report? Yes No If yes, please explain. _____

Was the vehicle left in your possession under any written or oral agreement for storage, repairs, etc? Yes No
 If yes, please explain. _____

Do you have information regarding the name and/or address of the legal owner or lienholder, or regarding the registration or ownership of this vehicle? Yes No If yes, please explain. AREK FRESSADI 10780
 S FULLERTON TUCSON AZ

INDEMNITY STATEMENT

I certify that the vehicle described above was towed/abandoned and that all available information concerning the vehicle and persons claiming an interest herein is reported on this form and is correct to the best of my knowledge. I will protect and indemnify the Motor Vehicle Division, Arizona Department of Transportation, and its agents against all claims and lawsuits of whatever nature which may arise because of the issuance of a transfer of ownership/authorization to dispose of junk vehicle, based on this report and Arizona law. I further certify that I will immediately advise the Motor Vehicle Division, Abandoned Vehicle Unit if contacted by any person regarding ownership of the vehicle.

Please read the above statement carefully before signing.

Authorized Signature	Printed Name		
Acknowledged before me this date.	Notary or MVD Agent Signature		
Date	County	State	Commission Expires
MVD Use			

Report Status
HELD BY MVD

EXHIBIT F



Motor Vehicle Division

Mail Drop 553M
Abandoned Vehicle Unit
Motor Vehicle Division
PO Box 2100
Phoenix AZ 85001-2100

46 8922 R08/10 www.azdot.gov

AUTHORIZATION FOR TRANSFER OF OWNERSHIP

ROD ROBERTSON AUTO AUCTIONS LLC
7600 S SWAN RD
TUCSON AZ 85756

Dear Customer:

This is **not an ownership document**. This serves as authorization to transfer ownership of the abandoned vehicle described below.

Please submit this form within 30 (shown below) to any MVD office

Authorization Date, along with the required fees and license plates. If not submitted within the time frame will result in penalty fees.

You must receive Arizona title before

interest to another person.

If you have any questions, please call (Hearing/Speech Impaired-TDD)

800-251-5866, 800-324-5425). Thank You.

140820252

I certify that, as of the date described below, that no person is in possession of the vehicle.

ownership or proof of interest in the vehicle. I am in possession of the vehicle and that I am in

Authorized Signature

Date

AUTHORIZATION DATE
01/07/2015

Eligible For Application Type
TITLE ONLY

Storage Facility
ROD ROBERTSON AUTO AUCTIONS LLC

Vehicle Identification Number	Year	Make	Body Style	Odometer Reading (no tenths)
JS1GV74G0P2101161	1993	SUZI	MC	000000

Plate Number That Must Be Surrendered	State
HMC6K6	AZ

ARIZONA CERTIFICATE OF TITLE



Motor Vehicle Division

48-7200 R05/14 azdot.gov

Inventory Control

28058024

Vehicle Identification Number

JS1GV74G0P2101161

Year

1993

Make

SUZI

Model

GSX11

Body Style

MC

First Registered

07/1994

List Price

006499

Mobile Home Manufacturer

Unit Number

ROD ROBERTSON AUTO AUCTIONS LLC
7600 S SWAN RD
TUCSON AZ 85756

Title Number

BA15015023112

Issue Date

01232015

Film Number

0023BA1553

Odometer Reading (no tenths) *

0036896 A

Previous Title Number

State

T190014045044 AZ

Issue Date

02142014

Previous Film Number

P045T19016

* A - Actual Mileage

B - Mileage in excess of the odometer mechanical limits

C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessees

ROD ROBERTSON AUTO AUCTIONS LLC

Lienholders

LIEN RELEASE

Lienholder Name		Acknowledged before me this date.	Notary Public Signature		
Lien Amount	Lienholder Signature	Date	County	State	Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

Federal and State law require that the seller states the vehicle mileage upon transfer of ownership. Failure to complete the odometer statement, or providing a false statement, may result in fines and/or imprisonment. The buyer has **15 business days** to apply for a new vehicle title in order to avoid penalty charges, whether or not the vehicle is being used. This time period is subject to legislative change.

TRANSFER OF OWNERSHIP Seller must complete this section and give title to the new owner.

Buyer Name (printed): **JAMES CHARLES PUSZTAI** Sale Date: **5/14/2015**
 Street Address: **2102 S. BEECHWOOD AVE** City: **TUCSON**
 State: **AZ** Zip: **85730**
 New Lienholder Driver License or EIN: _____ New Lienholder Name and Street Address (if no lien, write NONE): _____ Lien Date: _____

Odometer Reading (no tenths) miles kilometers Mileage in excess of the odometer mechanical limits. NOT Actual Mileage, WARNING - ODOMETER DISCREPANCY.

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the boxes above is checked.

Seller Name (printed): **Rod Robertson Auto Auctions** Dealer Number: _____ Seller Signature: _____
 Street Address: **7600 S. Swan Rd.** City: _____ State: _____ Zip: _____
Tucson, AZ 85756
License #L00012062 Notary Public or MVD Agent Signature: _____
 Acknowledged before me this date. Date: _____ County: _____ State: _____ Commission Expires: _____

I am aware of the above odometer certification made by the seller.

Buyer Name (printed): **JAMES CPUSZTAI** Buyer Signature: *James C Puzstai*

DEALER REASSIGNMENT

Buyer Name (printed): _____ Sale Date: _____
 Street Address: _____ City: _____ State: _____ Zip: _____
 New Lienholder Driver License or EIN: _____ New Lienholder Name and Street Address (if no lien, write NONE): _____ Lien Date: _____

Odometer Reading (no tenths) miles kilometers Mileage in excess of the odometer mechanical limits. NOT Actual Mileage, WARNING - ODOMETER DISCREPANCY.

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the boxes above is checked.

Dealership Name: _____ Dealer Number: _____ Agent Name: _____ Agent Signature: _____

I am aware of the above odometer certification made by the seller.

Buyer Name (printed): _____ Buyer Signature: _____

DEALER REASSIGNMENT

Buyer Name (printed): _____ Sale Date: _____
 Street Address: _____ City: _____ State: _____ Zip: _____
 New Lienholder Driver License or EIN: _____ New Lienholder Name and Street Address (if no lien, write NONE): _____ Lien Date: _____

Odometer Reading (no tenths) miles kilometers Mileage in excess of the odometer mechanical limits. NOT Actual Mileage, WARNING - ODOMETER DISCREPANCY.

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the boxes above is checked.

Dealership Name: _____ Dealer Number: _____ Agent Name: _____ Agent Signature: _____

I am aware of the above odometer certification made by the seller.

Buyer Name (printed): _____ Buyer Signature: _____

DEALER REASSIGNMENT

Buyer Name (printed): _____ Sale Date: _____
 Street Address: _____ City: _____ State: _____ Zip: _____
 New Lienholder Driver License or EIN: _____ New Lienholder Name and Street Address (if no lien, write NONE): _____ Lien Date: _____

Odometer Reading (no tenths) miles kilometers Mileage in excess of the odometer mechanical limits. NOT Actual Mileage, WARNING - ODOMETER DISCREPANCY.

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the boxes above is checked.

Dealership Name: _____ Dealer Number: _____ Agent Name: _____ Agent Signature: _____

I am aware of the above odometer certification made by the seller.

Buyer Name (printed): _____ Buyer Signature: _____

No Additional Reassignments Permitted Last Buyer Must Apply For Title Void If Altered Or Erased

Sold Notice

View Confirmation

Your sold notice has been recorded. You may print this confirmation to retain for your records. Thank you for using ServiceArizona.

Arizona Department of Transportation Motor Vehicle Division

Time => 13:19:47

Date => 05/20/2015

VIN => JS1GV74G0P2101161



Mail Drop 563M
 Abandoned Vehicle Unit
 Motor Vehicle Division
 PO Box 2100
 Phoenix AZ 85001-2100

AA239781

ABANDONED VEHICLE REPORT
 Application For Transfer of Ownership
 Authorization to Dispose of Junk Vehicle

46-4402 R05/01

Type or print. Complete all blanks. Answer ALL questions.

Vehicle Identification Number JS1GV74G0P2101161			Report Date 10/20/2014
Date Towed / Abandoned 08/26/2014			Towing Company Stall Number
Licence Plate Number HMC6K6	State AZ	Color BLK	
Vehicle Year 1993	Make SUZI	Model MC	
Vehicle Removal Ordered By (if law enforcement, provide badge number and enforcement jurisdiction or title) PCSD 7316			
Location Vehicle Removed From 4712 N SANDARIO		City TUCSON	County PIMA
Vehicle Condition <input type="checkbox"/> Intact <input type="checkbox"/> Stripped <input checked="" type="checkbox"/> Wrecked <input type="checkbox"/> Burned <input type="checkbox"/> Junk (crush only)			

Name of Company or Individual Filing Report ROD ROBERTSON AUTO AUCTIONS			Daytime Phone (520)863-0600
Mailing Address 7600 S SWAN RD	City TUCSON	State AZ	Zip 85756
Location Where Vehicle Stored (physical address) 7600 S SWAN ROAD	City TUCSON	County PIMA	

Has the vehicle described on this report been placed on Hold or Seized at the request of a law enforcement agency?
 Yes No If yes, please explain. _____

During the period of your possession, has anyone contacted you or your agents claiming ownership or right of possession to the vehicle described on this report? Yes No If yes, please explain. _____

Was the vehicle left in your possession under any written or oral agreement for storage, repairs, etc? Yes No
 If yes, please explain. _____

Do you have information regarding the name and/or address of the legal owner or lienholder, or regarding the registration or ownership of this vehicle? Yes No If yes, please explain. AREK FRESSADI 10780
 S FULLERTON TUCSON AZ

INDEMNITY STATEMENT

I certify that the vehicle described above was towed/abandoned and that all available information concerning the vehicle and persons claiming an interest herein is reported on this form and is correct to the best of my knowledge. I will protect and indemnify the Motor Vehicle Division, Arizona Department of Transportation, and its agents against all claims and lawsuits of whatever nature which may arise because of the issuance of a transfer of ownership/authorization to dispose of junk vehicle, based on this report and Arizona law. I further certify that I will immediately advise the Motor Vehicle Division, Abandoned Vehicle Unit if contacted by any person regarding ownership of the vehicle.

Please read the above statement carefully before signing.

Authorized Signature	Printed Name		
Acknowledged before me this date.	Notary or MVD Agent Signature		
Date	County	State	Commission Expires

Report Status HELD BY MVD

MVD Use



TITLE AND REGISTRATION APPLICATION

96-0236 R09/09 www.azdot.gov

Title and Registration Title Only Duplicate Registration Only Dismantle Salvage Stolen

Plate Number	Plate Credit No.	Credit Eff. Date	First Registered	Reg. Eff. Date	Reg. Expiration Date	Unit Number	Mobile Home W/L
--------------	------------------	------------------	------------------	----------------	----------------------	-------------	-----------------

Vehicle Identification Number	Make	Body Style	Year	Model	List Price
JS1GV74G0P2101161	SUZI	MC	1993		\$
GVW	Fuel	Odometer Reading (no tenths)	Odometer Codes*	Vehicle Construction	Trailer Plate Size
		36896	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	<input type="checkbox"/> Specially Constructed <input type="checkbox"/> Reconstructed	<input type="checkbox"/> Full Size <input type="checkbox"/> Small

Lien Amount \$ _____ Lien Date _____ Additional lien or lienholders (attach another application)

Lienholder Driver License or EIN* _____ Lienholder Name (if no lien, write NONE) _____ Legal Status Or And And/Or

Mailing Address _____ City _____ State _____ Zip _____

Owner Driver License or EIN* 273226298 Owner Name (first, middle, last, suffix) ROD ROBERTSON AUTO AUCTIONS LLC

Date of Birth _____ MVD Tax Account Number (if applicable) _____ Legal Status* (if "Or", sign here) Or And And/Or

Street Address 7600 S SWAN RD City TUCSON State AZ Zip 85756 County _____

Mailing Address (if different from above) _____ City _____ State _____ Zip _____ County _____

Owner Driver License or EIN* _____ Owner Name (first, middle, last, suffix) _____ Additional owners (attach another application)

Date of Birth _____ MVD Tax Account Number (if applicable) _____ Legal Status* (if "Or", sign here) Or And And/Or

Street Address _____ City _____ State _____ Zip _____ County _____

Mailing Address (if different from above) _____ City _____ State _____ Zip _____ County _____

Vehicle/Mobile Home Location _____ City _____ State _____ Zip _____ County _____

Service Options* _____ Date Vehicle Acquired _____ I consent to the release of personal information contained in my driver license and vehicle record. I understand that this is not a one-time consent that applies only to a specific individual or organization, but is instead a general consent that applies to all requests from any and all individuals or organizations for any purpose, until revoked by me in writing. Consent for a vehicle record applies to all owners.

Vehicle will be rented without a driver (such as a rental car).

I certify that this vehicle, commonly referred to as a station wagon or referred to by the manufacturer's rating as a 3/4 ton or less pickup truck or 3/4 ton or less van, is not maintained and operated more than 1,000 hours in a vehicle registration year for the transportation of passengers or property in the furtherance of a commercial enterprise.

I certify that this trailer or semitrailer with a declared gross weight of 10,000 lbs or less is not maintained and operated in the furtherance of a commercial enterprise.

I certify that the information above and any documentation which I submit in support of this application, is true and correct; that the vehicle is free from liens, except those indicated above and that I have read and understand the requirements of the legal status indicated above. I acknowledge that the odometer reading above is qualified by the seller and that it is not the responsibility of the Motor Vehicle Division to determine the accuracy of the odometer statement. I understand that vehicles registered for use in, or used to commute into, Air Quality Control Areas (including greater metro Phoenix and Tucson) may be subject to emission testing.

All Owners Sign Here

MVD Use _____ Cat _____ Canceled Plate Number/State/Agent _____ Current Title Number _____ State _____ Date Title Issued _____ * See Reverse

REG EIF TRN AOF PST PEN LOP SNO DOR TTL

UTX SPL VLT CRF WGT MCF PRC Total Fees

LT NO: 0027 BIDDER NO: 55 AMOUNT: 350

VEHICLE AUCTION INVOICE TUCSON - PIMA

ROD ROBERTSON AUTO AUCTIONS, LLC
1802 NW MILITARY HWY, #100
SAN ANTONIO, TX 78213

AUCTION DATE: 05/19/2015
LOT NUMBER: *0027

BUYERS NAME / ADDRESS:

SOLD AMOUNT: 350.00

TAXES: 28.00

ADMINISTRATIVE FEE: \$95

TOTAL DUE: 473.00

\$350

VEHICLE DESCRIPTION

YEAR: 1993
MAKE: SUZUKI
MODEL: GSX MOTORCYCLE
VIN: JS1GV74G0P2101161

JAMES CHARLES PUSZTAI
2702 S BEECHWOOD AVE
TUCSON AZ, 85730

ROD ROBERTSON AUTO AUCTIONS, LLC DOES NOT GUARANTEE THE ACCURACY OF THE VIN OR MILEAGE ON ANY VEHICLE. Buyer must comply with air pollution emission control related to requirements including any annual vehicle inspection program required by the state you are registering the vehicle in.

VEHICLE SOLD "AS IS, WHERE IS". NO WARRANTY EXPRESSED OR IMPLIED.

Be advised that the vehicle may or may not be involved in a RECALL by the manufacturer. Also, be advised the tires on this vehicle may or may not be involved in a RECALL by the manufacturer. Subject recalls are conducted to replace specific parts produced by these companies which may have been suspected of failing while in service, which could possibly result in injury or even fatality of vehicle occupants.

Please also be advised that neither the Rod Robertson Auto Auction, LLC and/or Rod Robertson Enterprises, Inc. including any agent, official, employee, contractor, or contractor's agent will be held responsible for any incident, accident, injury, or costs associated with your possession and subsequent use of this vehicle. We strongly recommend that you contact the manufacturer's dealer to have the subject vehicle inspected prior to subjecting the vehicle to any service or use. Numerous dealerships are located throughout most locations in the country. Please consult the telephone yellow pages for dealerships nearest your location.

Other suggestions are: U.S. National Highway Traffic Safety Commission (NHTSA) Auto Safety Hotline 888-327-4326 or www.sahtsa.dot.gov
U.S. Consumer Product Safety Commission (CPSC) www.cpsc.gov

I have read the entire contents of this agreement, and hereby acknowledge my agreement with the contents of this document.

James C Pusztai
SIGNATURE OF BUYER OCCUPATION DATE: MAY 19, 2015

ID DESCRIPTION NUMBER ISSUED BY

SOCIAL SECURITY

METHOD OF PAYMENT: CASH AMOUNT: 473.00 RD

DATE OF BIRTH

CASHIER'S CHECK AMOUNT:

CHANGE:

Sale# 15PIMAPS05 - PCSD TUCSON - 05/19/2015

JAMES CHARLES PUSZTAI

Lot#	Bid Amount	VIN	Year	Make	Model	Mileage
0020	350.00	JYA3UUC09PA009347	1993	YAMAHA	FZ6R	110581
0027	350.00	JS1GV74G0P2101161	1993	SUZUKI	GSX MOTORCYCLE	36896
Vehicles Won:			2	Amount Due:	700.00	

EXHIBIT G

Arek Fressadi

From: Jan Harris [jan@ltinjurylaw.com]
Sent: Monday, February 29, 2016 2:05 PM
To: arek@fressadi.com
Cc: Lisa Balbini
Subject: Communications

Mr. Fressadi,

Pursuant to your request, below are the communications our office had with Rod Robertson Enterprises and Pima County Sheriff's Office from August 27, 2014 to October 10, 2011, regarding your motorcycle (tow and storage) :

9/30/2014: Lisa spoke with Rod Robertson Enterprises wherein the representative advised the owner of the motorcycle needs to go the Sheriff Impound Unit with a valid driver's license, current registration and proof of insurance in order to obtain a Release to take to the storage facility to get the motorcycle out of impound. Lisa emailed you a "Third Party Agent Letter" which she received from the Pima County Sheriff's Department so someone other than yourself could get the motorcycle out of storage.

10/1/2014: Brooke spoke with Pima County Impound Unit wherein they indicated the motorcycle was there for "safe keeping" which incurs less fees than normal storage rates.

1/14/2015: Brooke spoke with Rod Robertson who indicated the storage fees are set by Pima County Sheriff's Office.

Brooke spoke with Bob at Pima County Sheriff's Office who said he would pull the fees and talk to his supervisor about getting the fees reduced.

Brooke spoke with Bob who said fees were \$3,021.50. Brooke spoke with Diane (supervisor) who said the bike was stored not impounded, so basically the fees could be worked out with Rod Robertson and to call Claudia Jauregui (520-663-0600) at Rod Robertson to see if the amount could be reduced. Additionally, bike is titled to Fressadi Motorsports – will need representative from Fressadi Motorsports to show ownership of the motorcycle, valid driver's license, registration and insurance.

Brooke spoke with Claudia at Rod Robertson's who indicated they had done everything they were supposed to do and would not have taken the motorcycle to the tow yard had the owner instructed them not to do so. Brooke explained to Claudia that Mr. Fressadi implicitly instructed his insurance to tow the motorcycle to his home. Claudia said they could not reduce the fees as Pima County Sheriff's Office sets the fees. Brooke explained she spoke with Diane (supervisor) at Pima County and that is not necessarily the case. Claudia advised the motorcycle would need to be removed before the title was received and she would contact Pima County Sheriff's Department to see about a storage fee reduction.

Thank you.

Jan Harris, JD*
Paralegal Administrator

(800) 433-5336
LTinjurylaw.com

*Not a licensed attorney

2/29/2016



PHOENIX / TUCSON / LOS ANGELES / ORANGE COUNTY / SAN DIEGO / SALT LAKE CITY / ALBUQUERQUE

362 North 3rd Avenue / Phoenix, Arizona 85003 / P (602) 271-0183 / F (602) 271-4018

333 North Wilmot Road / Tucson, Arizona 85711 / P (520) 624-7619 / F (520) 979-3539

3500 West Olive, Suite 300 / Burbank, California 91505 / P (323) 264-7014 / F (323) 978-1477

4695 MacArthur Court, 11th Floor / Newport Beach, California 92660 / P (949) 717-7709 / F (949) 258-5127

402 West Broadway, Suite 400 / San Diego, California 92101 / P (619) 265-2006 / F (619) 923-0011

299 South Main Street, 13th Floor / Salt Lake City, Utah 84111 / P (801) 355-4529 / F (801) 907-7996

500 Marquette, Suite 1200 / Albuquerque, New Mexico 87101 / P (505) 242-3155 / F (505) 214-5171

The information contained in this e-mail message is attorney-privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (602) 271-0183 reply by e-mail and delete or discard the message. Although this e-mail and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by Levenbaum Trachtenberg PLC for any loss or damage arising in any way from its use. Thank you.

Frequently Asked Questions

What if someone other than the owner was driving the vehicle when it was immobilized?

The owner of the vehicle is responsible for paying all fees and charges associated with the immobilization prior to having the vehicle released. The owner may seek civil action against the driver for any expenses incurred as a result of the immobilization.

What will happen if I cannot claim my vehicle?

Under Arizona law, the tow company or immobilizing agency may file for an abandoned title and seek ownership of the vehicle if it is left at the tow yard unclaimed after the impoundment period. If you have difficulty in paying the required fees, you should contact the Pima County Sheriff's Department if you wish to retain ownership of your vehicle.

At the end of the 30 days can I just go to the tow company and claim my vehicle?

No. The tow company cannot release an immobilized vehicle without paperwork from the Pima County Sheriff's Department authorizing the release.

May I request a hearing about the immobilization of my vehicle?

Yes. You have up to 10 days after the immobilization to request a hearing. Hearings are generally only needed if you are challenging the validity of the immobilization. If you are now in compliance with the law and are eligible to get your vehicle back, you do not need a hearing—simply contact the Pima County Sheriff's Department to make the necessary arrangements.

You may request a hearing by writing or calling the Pima County Sheriff's Department at the address and telephone number listed on the back of this pamphlet.

How much will it cost to have my vehicle released?

A 30-day impound would cost not less than \$678.00 plus mileage.

Administrative fee: \$150.00

Tow charges: \$63.00 plus \$3.50 per mile

Storage charges: \$15.00 per day

All fees must be paid to Pima County at the Sheriff's Department's Vehicle Immobilization Unit. Cash and personal checks are NOT accepted.

This does not include any fees that are associated with the Motor Vehicle Division, the courts, or installation of an interlock device.

You Need to Know . . .

- In most cases you must wait 30 days before you can get your vehicle back.
- The minimum cost for a 30-day immobilization is \$678, which must be paid before your vehicle will be released.
- Only the Pima County Sheriff's Department can authorize the release of your vehicle. The tow company cannot release the vehicle without proper authorization from the Sheriff's Department.
- In some limited cases you may be able to get your vehicle back prior to the end of the 30 days. However, you are still required to pay all fees and charges prior to the release of the vehicle.
- Types of Payment Accepted:
 - Business Check
 - Money Order
 - Credit / Debit Card—Visa and Mastercard only
- Types of Payment NOT Accepted:
 - Cash
 - Personal check

CONTACT INFORMATION

Vehicle Immobilization Info Line..... 351-6105

Rod Robertson Enterprises..... (520) 663-0600
7600 S. Swan Road, Tucson, AZ 85756

Del-Sur Towing / NAPA..... 520-387-6962
2050 N. Arizona Highway 85, Ajo, AZ 85321



PIMA COUNTY SHERIFF'S DEPARTMENT

1750 E. Benson Highway
Tucson, Arizona 85714

(520) 351-4600

www.pimasheriff.org

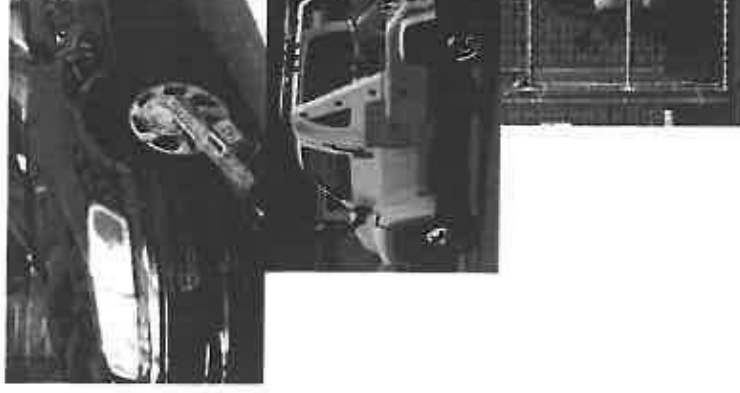
Clarence W. Dupnik
Sheriff of Pima County

Pima County
Sheriff's Department

Keeping the Peace and Serving the
Community Since 1865

Vehicle Immobilization

Important Information



Clarence W. Dupnik, Sheriff

1750 E. Benson Highway
Tucson, Arizona 85714
www.pimasheriff.org

If a Pima County Sheriff's deputy required your vehicle to be towed, this pamphlet will provide answers to some frequently asked questions and important information on how to get your vehicle released.

If your vehicle was impounded as evidence of a crime, these procedures do not apply to you. Please contact the Pima County Sheriff's detective who is handling your case for additional information. If you do not know who is handling your case, contact the Department's Records Maintenance Unit at (520) 351-4650.

If your vehicle was towed for a reason other than evidence, you must contact the Department's Vehicle Immobilization Unit to obtain a release prior to contacting the tow company. The Vehicle Immobilization Unit is located at 1650 E. Benson Highway, Suite B, Tucson, Arizona 85714, phone number (520) 351-6105.

IMPORTANT NOTE:

If your vehicle was impounded or towed by another law enforcement agency, such as the Tucson Police Department or the Arizona Department of Public Safety, you must contact that agency for assistance in obtaining the release of your vehicle.

Arizona Revised Statute § 28-3511 requires that law enforcement agencies immobilize (tow) a motor vehicle when the driver is in violation of one of the following provisions:

- The driver has been in an accident, **AND** is in violation of Arizona's insurance law, **AND** has a suspended, revoked, or cancelled driver's license for any reason, or is unlicensed in any State.
- The driver has never been issued a driver's license or permit in Arizona and is not licensed in any other jurisdiction.
- The driver's operating privilege is suspended or revoked for any reason.
- The driver is arrested for either Extreme DUI or Aggravated DUI.
- The driver is under the legal drinking age of 21 and has any alcohol in their body.
- The driver is subject to the requirement of an interlock device and is operating a vehicle without a function interlock device.
- The driver is transporting or moving or attempting to move an illegal alien in a vehicle.
- A person is concealing, harboring, or shielding from detection an illegal alien in a vehicle.

How Do I Get My Vehicle Back?

After the 30th day of immobilization, **OR** if your driver's license is reinstated earlier, your vehicle will generally be eligible for release to you. The Pima County Sheriff's Department must authorize the release of your vehicle.

Follow these steps to get your vehicle:

You must come to the following location during normal business hours to start the process.

Pima County Sheriff's Department
Vehicle Immobilization Unit
1650 E. Benson Highway, Suite B
Tucson, Arizona 85714

Business Hours (excluding holidays):

Monday through Friday, 8:00 a.m. to 5:00 p.m.
Saturday, 8:00 a.m. to 12:00 p.m.

You must bring a valid driver's license (motorcycle endorsement required if vehicle is a motorcycle), proof of insurance (VIN must match the vehicle being released), and valid vehicle registration. It may be necessary for you to go to court and / or the Motor Vehicle Division to obtain the necessary documentation. **The Pima County Sheriff's Department cannot release your vehicle until these documents are valid and current.**

If your driving privilege cannot be restored by the end of the 30-day immobilization period (i.e., license has been suspended for one year), you may authorize a fully licensed driver to obtain the vehicle on your behalf. After the 30-day immobilization, the driver must provide a notarized letter from the owner giving permission to obtain the vehicle. Valid vehicle registration and proof of insurance are still required.

You are responsible for paying all towing and storage fees; and, an administrative fee of \$150.00, if applicable. Payment shall be made to the Pima County Sheriff's Department. You may be charged an additional fee if the release is made after normal business hours.

Sheriff's personnel will provide release paperwork to you. **You must present proof of your identity and release paperwork to the tow company to obtain the vehicle.**

If you do not claim your vehicle within 30 days of the available release date, the tow company or Pima County may file for an abandoned title to the vehicle.

Is Early Release Possible?

Under certain limited circumstances, you may be able to have the vehicle released to you prior to the expiration of the 30-day period. In some cases this may require a hearing.

You may be eligible to have your vehicle released early if the vehicle has not been previously immobilized within the past year and you meet **one (1) of the following conditions or circumstances:**

- If the owner presents satisfactory proof that the owner's driving privilege has been reinstated.
- If the vehicle was reported stolen before the vehicle was impounded.
- If the vehicle is subject to bailment and is driven by an employee of a business establishment, including a parking service repair garage, who is subject to A.R.S. § 3511-A or B.

If ALL OF THE FOLLOWING APPLIES:

- The owner or owner's agent was not a person driving in violation at the time of immobilization;
- **AND**
- The owner or the owner's agent is in the business of renting motor vehicles with drivers;
- **AND**
- The vehicle is registered pursuant to A.R.S. 28-2166.

In certain situations, a vehicle may be released to a spouse or other person, but only if they are listed on the title and registration at the time of immobilization. The owner may enter into an agreement with the Pima County Sheriff's Department in that they will not allow an individual who has been arrested for Extreme or Aggravated DUI, or a minor who has been arrested for operating a vehicle with spirituous liquor in their system, to drive the vehicle within one (1) year from the date of impound. Should the agreement be violated, there is no relief available from the 30-day impound period if the vehicle is impounded in the future.



PIMA COUNTY SHERIFF'S DEPT. VEHICLE REMOVAL REPORT

Report No.: 140826252
 Offense Code: 3102D
 Connect-Up Numbers: _____

LOCATION: SAN JACINTO RD & W MANVILLE RD Location Code: TM2

Date: 8-26-14 Times: Called: 1805 Arrived On Scene: 1916 Arrived at PCSD Impound: N/A

TERMINAL OPERATIONS Date / Time: 8-26-14 2015 Operator: 6936 Verification No: 4117

INCIDENT Abandoned Vehicle Recovered Stolen Arrest
 Motorist Assist Collision Other

STORAGE

OWNER AND OPERATOR INFORMATION

Registered Owner: AREK FRESSADI Phone #: 216-4103 DOB: 7-8-50 DL #: B10391275
 Address: 10780 S FULLERTON RD City: TUCSON State: AZ

Operator: Same as Owner Phone #: _____ DOB: _____ DL #: _____
 Address: _____ City: _____ State: AZ

OWNER NOTIFICATION

Registered & Legal Owner Notified? Yes No In Person By Phone By Letter
 By: GIRLFRIEND NOTIFIED - KATHRYN FLORES Date: 8-26-14 Time: 1830

VEHICLE STATUS

Stored Impounded Mandatory Immobilization
 Seized (must be towed to the Sheriff's Department's Evidence lot) Other

Tow Company: Rod Robertson Enterprises Del-Sur Towing / NAPA _____
7600 S. SWIN 6601 S Wilcox Road 2050 N. Arizona Hwy 55
Tucson, AZ 85756 Ajo, AZ 85321
(520) 663-4028 (520) 387-6962

VEHICLE IDENTIFICATION

Driveable Not Driveable Wrecked Stripped Burned
 Color: BLACK Make: SUZUKI Model: G-SX11 Type: MC Year: 1993
 Plate #: HMC6K6 State: AZ VIN: JS1EV74F0P2101161 Motor #: _____

SIGNATURES

Owner / Driver: TRANSFERRED TO UMC Date: _____
 Tow Truck Driver: _____ Date: _____
 Deputy: DANIELS Badge #: 7316 District / Section: TM Date: 8-26-14

VEHICLE INSPECTION

Transmission: Auto Manual N/A Odometer Reading: 36896.3

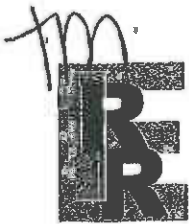
Engine <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Keys <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Headlights <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Glove Box Locked <input type="checkbox"/> Yes <input type="checkbox"/> No
Battery <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Front Seats <input type="checkbox"/> Yes <input type="checkbox"/> No	Bumper - Front <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Poor Fair Good
Air Conditioning <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Rear Seats <input type="checkbox"/> Yes <input type="checkbox"/> No	Bumper - Rear <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Body <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Audio Equipment <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Rear View Mirror <input type="checkbox"/> Yes <input type="checkbox"/> No	Spare Tire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Paint <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Heater <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Side View Mirrors <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Jack <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Windows <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Clock <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fog Lights <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Trunk Locked <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Rims / Tires <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

EVIDENCE / FORENSIC TECH USE ONLY

Received From: _____ Badge #: _____
 Placed in Impound On: _____ Date: _____ Time: _____
 Received By: _____ Badge #: _____
 ROW: _____ SPACE: _____ KEYS: YES NO

Comments / Inventory: UNKNOWN WHAT IS UNDER SEAT - ~~THE~~ IF ANYTHING

White - Records Yellow - Evidence Pink - Tow Company Goldenrod - Tow Company Blue - Owner / Driver



ROD ROBERTSON ENTERPRISES, INC.

RRE Invoice No. TUC-AA- 52535

Vendor Invoice No _____

Tow Date 8.26.14

Dispatch Time _____

- Tow
- X-Ray: Time In _____ Time Out _____
- Inspection Services
- Drop/Replace Gas Tank
- Breakdown of Tires
- Removal of Hidden Compartment(s)
- Consignment Tow to RRE

CASE / SEIZURE NUMBER

1140826252

STARTING TIME 1810	ARRIVAL TIME 1915	RECOVERY TIME [] WAIT TIME []	PICK-UP TIME 1925	DROP TIME 2020	ENDING TIME 2055	COMPANY: RRE	DRIVER: TDLR # Rlea/60
PICK-UP LOCATION: 4712 N SONDARIO		COLOR: Black	NO. OF CYLINDERS:	VIN:	US16V74F0P2101661		
VEHICLE YEAR: 1993	MAKE: SUZUKI	MODEL: GSX11	LICENSE NO: HM6666	STATE: AZ	VEHICLE MILEAGE: 36896 36896		
ELECTRONICS LIST (Radio, Cellular, Speaker Box, Amplifiers, etc.): N/A					OPERABLE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		KEYS: <input type="checkbox"/> IGNITION <input type="checkbox"/> TRUNK <input type="checkbox"/> DOOR <input type="checkbox"/> OTHER
VEHICLE CONDITIONS AND REMARKS:							
<input type="checkbox"/> A/T <input checked="" type="checkbox"/> STD <input type="checkbox"/> A/C <input type="checkbox"/> PWR.STR. <input type="checkbox"/> PWR. BRK <input type="checkbox"/> PWR. WDO. <input type="checkbox"/> PWR. LKS. <input type="checkbox"/> PWR. STS. <input type="checkbox"/> SUNROOF <input type="checkbox"/> T-TOPS							



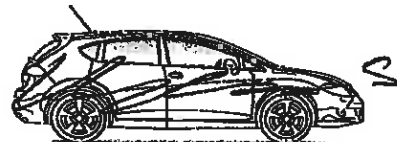
D=DENT



B=BROKEN



S=SCRATCHES



BE=BENT

F=FLAT

M=MISSING

L=LOOSE

SEIZURE SERVICES: (Explain)

APV: _____

FMV: _____

Adjust: _____

NET FMV: _____

Michael Daniels

DESTINATION: KFTucson	TRUCK No. 4017	STARTING MILEAGE 99172	PICKUP MILEAGE 99206	DROP-OFF MILEAGE 99237	ENDING MILEAGE 99237
TOW TYPE: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Size: <input checked="" type="checkbox"/> S <input type="checkbox"/> Mid <input type="checkbox"/> Lg <input type="checkbox"/> Com	TOTAL LOADED MILES:		COST OF TOW:	
AGENCY / CLIENT:		SERVICE-REQUEST AGENT: DANIELS	RELEASING AGENT: 736		<input type="checkbox"/> IMPOUND <input type="checkbox"/> NON-IMPOUND

STORAGE

DATE IN STORAGE: 8.26.14	LOCATION IN LOT: M-24	COMPANY REP:	MANAGER APPROVAL:	DATA ENTRY:
<input type="checkbox"/> INDOOR <input checked="" type="checkbox"/> OUTDOOR		<input type="checkbox"/> WITH MAINTENANCE <input checked="" type="checkbox"/> WITHOUT MAINTENANCE		

VEHICLE RELEASE

DATE OUT OF STORAGE	RRE EMPLOYEE:
GOVERNMENT AGENT ORDERING RELEASE:	GOVERNMENT AGENT SIGNATURE:
RELEASE TO (PRINT):	RELEASED TO (SIGNATURE):

CASE NOTES

CASE #: 140826252

DATE: 09-02-14

TIME: 1310

I received a phone call from Arek Fressadi regarding his motorcycle that was placed into storage following his collision. Arek is currently in the hospital. I told him that he can do a third party release on the vehicle. I gave him a breakdown on the towing and storage fees. He was very upset that the vehicle was towed to RRE and he said it could have just been taken to his house. He then asked for the phone number for RRE. I gave him the phone number and address for RRE and then he hung up.

BK 6389

I received a phone call from Brooke, from the law office representing the R/O. She was pleading with us to waive fees. I called her back and advised her that the fees are over \$3000. She asked to speak with Donna. Donna spoke with her and advised her to call Claudia at RRE.

BK 6389



Fressadi Motorsports LLC
10780 S. Fullerton Rd.
Tucson, AZ 85736
520.216.4103

ADOT
Motor Vehicle Division
PO Box 2100
Phoenix, AZ 85001-2100

January 14, 2015

Re: VIN# JS1GV74G0P2101161
File #20143420000006

In furtherance of my correspondence of yesterday, I am enclosing Pima County Sheriff's Department's Vehicle Removal Report. You will note on this report that the owner was NOT notified, that the suspect, Kathryn Glover, the perpetrator of the assault / injury was notified.

Kathryn left Arizona three days after the assault / injury. There has been no communication with Kathryn since the assault/ injury.

In addition, I enclose hand written letters to Levenbaum Trachtenberg and to Rod Robertson Auto Auctions. In both instances, I indicated that the Sheriff and Kathryn Glover were instructed to have the motorcycle and the truck (if necessary), towed to the shop of Fressadi Motorsports LLC through the policy coverage with Liberty Mutual. My instructions were not followed.

Rod Robertson refused to accept title to my motorcycle based on the fact pattern described in the letters. Fressadi Motorsports LLC respectfully requests that the State of Arizona or its political subdivision, Pima County, immediately return our Suzuki, VIN#JS1GV74G0P2101161 to our shop at 10780 S. Fullerton Rd., Tucson, AZ 85736.

Respectfully submitted,

Arek Fressadi
Manager, Fressadi Motorsports LLC

Cc: Pima County Sheriff's Department
Rod Robertson Auto Auctions LLC
Levenbaum Trachtenberg

Pima County 000095

Date: 8-27-14

CASE #140826252

**Rod Robertson Enterprises/Towing
7600 S Swan Rd
Tucson, AZ 85711
(520)663-0600**

Make: SUZUKI

Model: GSX11

LicensePlate: (MC)H6K6

VIN: JS1GV74G0P2101161

The registered owner, lien holder, or any other party identified as having an interest in the vehicle stored at the above listed tow truck facility is notified that if the vehicle is not released after 10 days, a claim may be filed for an abandoned title by the tow truck company provided for under Arizona law to transfer the ownership of your vehicle. The registered owner, lien holder, or any other party identified as having an interest in this vehicle is liable for all towing fees and storage fees. In order to claim your vehicle, you must obtain release authorization from the Pima County Sheriff's Department.

To obtain a release for the vehicle the owner or owner's agent must present to the Pima County Sheriff's Department proof of current vehicle ownership. If you have recently purchased the vehicle you must update and complete all registration and title requirements with the Motor Vehicle Department before seeking release of the vehicle.

Payment of all related towing and storage fees must be paid at the Pima County Sheriff's Department for all vehicles with the exception to vehicles stored in Ajo, Arizona. Acceptable forms of payment to the Pima County Sheriff's Department are Visa, Master Card, Cashier's Check or Money Order. (Ajo only accepts Cashier's Checks or Money Orders.)

If you have any questions pertaining to the release of your vehicle you may contact the Vehicle Impound Unit of the Pima County Sheriff's Department at 520.351.6105 or Rod Robertson's Enterprises/Towing at 520.663.0600.

**Vehicle Impound Unit
Pima County Sheriff's Department
1650 E. Benson Highway, Suite B
Tucson AZ 85714
520.351.6105**