



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: September 15, 2011 REPORT NO: 11-121
ATTENTION: Budget and Finance Committee
Agenda of September 21, 2011
SUBJECT: Marketing Partnership Agreement with Toyota Motor Sales
REFERENCE: N/A

REQUESTED ACTION:

Authorize the Mayor to enter into a Marketing Partnership Agreement with Toyota Motor Sales U.S.A. which represents a financial benefit to the City of \$555,000 to \$1,110,000 in the lease value of 34 Lifeguard vehicles depending on the length of the agreement. Estimated budgeted savings to the City of San Diego range from \$491,060 to \$982,120 in assignment fees depending on the length of the agreement.

STAFF RECOMMENDATION:

Approve the Resolution.

SUMMARY:

The Corporate Partnership Program (CPP) has negotiated an agreement with Toyota for a fleet of thirty-four new and fully warranted 2012 Toyota vehicles for the City's Lifeguards (Attachment A). The Agreement gives the City the option to purchase all or any of the vehicles at the end of the two years at a price based on "average" condition, or return the vehicles with reasonable wear and tear. The parties may agree to extend the Agreement for an additional two years, at which point Toyota would provide the City with a new fleet of vehicles.

Under the Agreement, Toyota will be the "Official Vehicle of the San Diego Lifeguards," will sponsor the Lifeguard's Water Safety Days program at designated beach locations, will have the right to market to City employees, and other marketing rights and benefits.

Background

The Corporate Partnership Program, created by the City Council in 1999, seeks to generate cash and in-kind resources to fund existing and additional City facilities, projects, programs and activities. Guidelines for CPP are set forth in Council Policy 000-40, adopted January 18, 2000.

One area where the City spends a significant amount of general fund monies is in fleet purchases. CPP secured two Marketing Partnerships in the vehicle category that have provided vehicles for public safety. The first Marketing Partnership was with General Motors for 34 vehicles from 2002 to 2004. The second Marketing Partnership was with McCune Chrysler-Jeep for 16 vehicles from 2005 to 2007.

Process Followed To Develop This Partnership

In 2010, the CPP issued a Request for Sponsorship to local, regional and national vehicle companies. CPP received a response from Toyota, with interest to outfit the San Diego Lifeguards with 34 vehicles. Toyota Corporate and the San Diego County Toyota Dealers Association will be supporting the marketing opportunity.

Toyota notified the City of San Diego officially in December, 2010 that Toyota was interested in providing the use of Toyota vehicles for the San Diego Lifeguards. Organized discussions began in January of 2011 with the CPP consultant, Rick Wurts, Lifeguard Chief, San Diego Fire-Rescue and Toyota representatives. The Director of CPP position was filled at the end of March, 2011 and this accelerated the negotiations. Toyota and the City reached conceptual agreement in July, 2011 followed by negotiations that included the City Attorney's Office.

Wear and Tear Terms

The proposed Agreement includes negotiated language that substantially limits the risk for payment of wear and tear language, but does not eliminate the risk of some payment by the City for excess wear and tear at the end of the two year term. As explained herein, the benefits of this partnership to the Lifeguards and the City far outweigh that risk. For that reason, this Agreement is recommended to Council for its approval.

The language in the proposed Agreement acknowledges the intended use for the vehicles, including daily exposure to sun, sand, wind and salt water both inside and outside the vehicles. It then reflects the parties' expectation that the vehicles will be returned in reasonable running condition with "some mechanical or cosmetic defects" and "some repairable rust damage." That language, combined with the following contractual requirements and benefits, results in manageable risk to the City:

- Toyota will provide 2012 model vehicles and pay the cost of additional accessories including undercoating of all 34 vehicles, upgraded tires, tow packages, bed liners, roof racks, and etc.
- The vehicles will be inspected by Toyota and the City on a quarterly basis as a preventative measure so that any damage can be addressed prior to becoming excessive.

- As is currently their regular practice, the Lifeguards will wash the vehicles on a daily basis and perform regular preventative maintenance.
- Approximately 15 to 18 vehicles of the 34 vehicles will be driven on the beaches on a daily basis and are most at risk for “excess” wear and tear. The Lifeguards plan to rotate vehicle use to minimize wear and tear.
- The Agreement is for a two year term rather than a three year term which will also minimize damage.
- At the end of the two year term, the City has the option of purchasing, rather than returning, any or all of the vehicles at a reduced price. If the City purchases the vehicles, the City will not be subject to any charges for excess wear and tear.

Toyota recently renewed its Agreement for Lifeguard vehicles with the City of Huntington Beach for an additional two year term, and did not impose any wear and tear charges for the returned vehicles. As a result, the durability of the vehicles that Toyota will provide to the Lifeguards, the preparation of the vehicles for use on and near the beaches, the daily cleaning regime of Lifeguard vehicles, the level of vehicle care by the City’s Fleet division, and the two year term, the risk of excess wear and tear charges is reduced as compared to prior Agreements.

Marketing Rights and Benefits

The Marketing Partnership Agreement provides Toyota with marketing rights and benefits as the City’s partner and the “Official Vehicle of the San Diego Lifeguards”.

CPP and Lifeguards have jointly participated in negotiating these rights and benefits, along with other City departments as necessary (for example, Parks and Recreation) to determine that activities can be fulfilled while ensuring that the primary goal of public safety is not negatively impacted. A full and detailed explanation of marketing rights and benefits are listed in Exhibit A to the Agreement. Those marketing rights and benefits include:

1. Official Partner

- The right to be designated as the “Official Vehicle of the San Diego Lifeguards.”
- The right to use said designation in promotional initiatives including events, press releases, stories, features, media programming, website content and other communications to the public.

2. Sponsor of Water Safety Days at Beaches and Parks

- The presenting sponsor of Water Safety Days conducted by Lifeguards at City designated beach locations with Toyota vehicle displays including a Lifeguard vehicle (as available).

3. Sponsorship of Water Safety Days at Toyota Dealerships

- Sponsorship of Water Safety Days (Safety Days) at Toyota Dealerships that are members of the San Diego Toyota Dealers Association.
- Toyota will reimburse the City for cost of staff time spent at these events.

4. Promotional Events at City Facilities

- The right to conduct promotional events at non-park and non-beach City facilities. The date, time, place, content and duration of such events shall be mutually agreed upon by the Parties and may include vehicle displays and product specialists on site collecting data information and distributing Toyota branded materials.

5. Lifeguard Special Events

- The right to participate as the exclusive vehicle during Lifeguard Special Events including, but not limited to, parades, job fairs, recruiting events, safety fairs and the Junior Lifeguard Program

6. Commercials

- The right to produce two television and two radio commercials per year that include Lifeguard vehicles.
- The City will have final approval of all content before use by Toyota.

7. Public Service Announcements (PSAs)

- The right to produce two television PSAs and two radio PSAs per year that include Lifeguard vehicles.
- Toyota will reimburse the City for the cost of staff time for filming and/or recording or can provide a PSA.

8. Media Exposure

- The right to showcase a minimum of one Lifeguard vehicle in selected media appearances and interviews by Lifeguards.
- The City will strive to fulfill this right at every opportunity but cannot guarantee a minimum number of media appearances.

9. CityTV

- The right to air public service messages (PSAs), educational workshops and to participate in other programs on CityTV a minimum of four times per year that promote beach safety.
- Toyota shall pay for all production costs over and above those normally paid for by CityTV as defined by their policies and procedures or can provide a pre-produced PSA based on content approval by the City.

10. Website Presence

- The right to have logo exposure, a description of the Partnership and a Toyota link on the Corporate Partnership Program page of the City's website.
- The right to have a Toyota image/press announcement on the City's home page carousel for one week with rotation for 1 – 2 months and press release listing.
- The right to have a calendar of Water Safety Days on the Lifeguard's home page describing Toyota sponsorship with logo exposure and click through to Toyota website.

11. Direct Marketing To City Employees and Other Groups

- The right to market its products and services directly to City employees and their families, City Retirees and their families, City Volunteers and their families and licensed business owners and their families by using some or all of the forms of communications that the City utilizes to communicate to these groups. Such forms of communication include email blasts, intranet, newsletters and other mailings.

Conclusion

This Marketing Partnership with Toyota 1) provides reliable and quality vehicles for use by Lifeguards for two years with an opportunity to renew the program an additional two years; 2) further promotes the message of Water Safety through heightened awareness as a result of Toyota sponsoring Water Safety Days; and 3) provides savings by eliminating the need to purchase Lifeguard vehicles during the term of this Agreement.

This partnership generates in-kind support for the City while also promoting important public service messages. The proposed partnership with Toyota is consistent with the City's Corporate Partnership Program and the City's Marketing Partnership Policy. Other than identifying decals on the vehicles, no permanent signage on City facilities or naming rights are involved and the marketing rights fee is not tied to rebates, incentives or any other contingencies.

FISCAL CONSIDERATIONS:

The value of the vehicles has an overall lease value of \$555,000 to \$1,110,000 depending on the length of the Agreement. The City will also have an estimated budgeted savings of \$491,060 to \$982,120 in assignment fees depending on the length of the Agreement. The term of the Marketing Partnership Agreement is two years with the option for an additional two year term.

Upon approval of agreement, a transaction fee of \$49,106 will be paid to The Pathfinder Group, the City's consultant, according to the terms of the Marketing Consultant Agreement. Pathfinder's commission is based on \$24,553 a year for first 2 years. No further commissions will be issued.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS: The Agreement provides 34 Vehicles to the San Diego Lifeguards for a minimum of two years and provides benefits to City beachgoers through the Water Safety Days presentations.

Natasha Collura, Director
Corporate Partnership Program

Mary Lewis
Chief Financial Officer

Attachments: A. Marketing Partnership Agreement with Toyota Motor Sales U.S.A.

*Please note: Due to the length of the Agreement, document can be viewed via City Clerk.

ATTACHMENT A

PROMOTIONAL AGREEMENT BETWEEN THE CITY OF SAN DIEGO, TOYOTA MOTOR SALES, INC. and THE SAN DIEGO COUNTY TOYOTA DEALERS ASSOCIATION

THIS AGREEMENT is made, entered into, and effective as of the last date set forth on the signature page hereto, BY AND BETWEEN the **CITY OF SAN DIEGO**, a California municipal corporation (“**City**”), with its principal place of business located at the City Administration Building, 202 C Street, San Diego, California 92101 on the one hand, and **TOYOTA MOTOR SALES, U.S.A., INC.**, a California corporation (“**TMS/USA**”), with its principal place of business at 19001 South Western Avenue, Torrance, California 90501 and the **SAN DIEGO TOYOTA DEALERS ADVERTISING ASSOCIATION**, a California corporation (“**SDTDA**”), with its principal place of business at 1501 5th Avenue #400, San Diego, CA 92101, on the other hand (hereinafter individually and together, the “**Toyota Entities**”).

WITNESSETH:

WHEREAS, City has established a Corporate Partnership Program (“**CPP**”) to develop resources for City through marketing partnerships with the corporate community; and

WHEREAS, TMS/USA in the business of importing, marketing and/or distributing Toyota, Lexus and Scion brand motor vehicles; and

WHEREAS, SDTDA is in the business of promoting the sale of Toyota brand motor vehicles on behalf of Toyota Dealers located in San Diego County, California; and

WHEREAS, the Toyota Entities have demonstrated an interest in entering into a marketing partnership with City; and

WHEREAS, City and the Toyota Entities desire to enter into a contractual relationship by which City grants certain marketing rights and benefits to the Toyota Entities in exchange for the donation of certain Toyota brand motor vehicles for use by City’s Lifeguards for a period of two years, all on the terms and conditions as set forth herein; and

WHEREAS, as City’s corporate partner, the Toyota Entities shall have the exclusive right to promote Toyota as the “Official Vehicle of the San Diego Lifeguards” along with other partnership rights and benefits;

NOW, THEREFORE, based on the foregoing facts, and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1.0 **TERM**

1.1 **Term**. The term of this Agreement (“**Term**”) shall be for two years and shall commence on the last date set forth on the signature page of this Agreement, which date shall become the effective date of this Agreement.

1.2 **Extension Rights**. Subject to mutual consent in writing between City and the Toyota Entities, this Agreement may be extended for one (1) additional 2-year period on the same terms and conditions specified in this Agreement with the provision of replacement vehicles pursuant to Section 4.12 of this Agreement. Either the Toyota Entities or City may request an extension by submitting a written request to the other party at least two hundred seventy (270) days prior to the termination of this Agreement. The party receiving the request shall respond in writing within thirty (30) days of receipt accepting or rejecting the request to extend the Agreement.

2.0 CONSIDERATION

In consideration of the marketing rights and partnership benefits granted by City to the Toyota Entities under this Agreement, the Toyota Entities agree to provide 34 fully warranted new Toyota vehicles for use by City's Lifeguard Services during the term of and as set forth in this Agreement.

3.0 MARKETING RIGHTS AND PARTNERSHIP BENEFITS

- 3.1 Grant of Marketing Rights and Partnership Benefits. City shall provide the Toyota Entities the rights and benefits set forth in the document entitled, "Marketing Rights and Benefits," attached as Exhibit A and incorporated herein.
- 3.2 City Operations and Events. City shall be solely responsible for the production, operation and supervision of all City sponsored events, City activities, City owned facilities and property, including but not limited to, those beaches over which the City has jurisdictional or operational authority ("City of San Diego Beaches").
- 3.3 Cooperation. City, through its designated employees, agents and officers, shall cooperate with the Toyota Entities to facilitate the exercise of the Marketing Rights and Benefits set forth in Exhibit A, including advising and cooperating with the advertising agencies or other entities designated by the Toyota Entities for that purpose.
- 3.4 Publicity. The Toyota Entities shall have the right to generate publicity with respect to the Toyota Entities' sponsorship of the City via press materials and/or other forms of communication to be distributed to the media for non-editorial purposes ("**Publicity**") as set forth in **Exhibit A** and as otherwise agreed to by City. In connection with the Toyota Entities' exercise of their Publicity rights under this Agreement, City will provide to the Toyota Entities and their designees for use as contemplated by this Agreement the following assets:
 - a) Images, footage and production materials created by City pursuant to this Agreement which feature the Toyota Entities or the Vehicles; and
 - b) The right to use talent or negotiate usage of talent engaged by City and/or its contractors and business partners in connection with the sponsorship rights granted herein.

Nothing in this section shall require City to incur costs or fees to obtain access to such assets for the benefit of the Toyota Entities.

3.5 Approval of Promotional Materials.

3.5.1. Prior to issuing any written press materials concerning the Toyota Entities' sponsorship of the City which mention or identify the Toyota Entities as a sponsor, City shall furnish such materials to the Toyota Entities for its approval. The Toyota Entities shall have four (4) business days to approve or disapprove any such materials.

3.5.2 The Toyota Entities agree to submit to City for its prior written approval, which approval may not be withheld unreasonably, all advertising, promotional television, radio, and internet commercials or any other display materials to be used by the Toyota Entities in connection with this Agreement. Such material shall be submitted not less than five (5) business days prior to its proposed release to the public.

3.6 Use of Jointly Developed Logos or Trademarks. City and the Toyota Entities agree that they will not cause or permit the Logos or Trademarks developed pursuant to this Agreement, or the identity of any

party to this Agreement, to be used or exploited in any manner contrary to public morals, or which violates prevailing standards of good taste, or reflects unfavorably upon the good name, good will, reputation and image, in whole or in part, of the Toyota Entities or City.

3.7 Vehicle Decals. The Toyota Entities shall, at their expense, obtain decals to be affixed on the Vehicles identifying Toyota as the Official Vehicle of the City of San Diego's Lifeguard Services. City and the Toyota Entities shall agree upon the size, colors, placement, and design of the decals, which shall be appropriate for display on official emergency vehicles. The decals shall include an acknowledgment of the Vehicles as the "Official Vehicle of the San Diego Lifeguards." No more than two decals (one per side) shall be affixed to each vehicle. The Toyota Entities shall reimburse City for the cost of affixing the decals. Decals must be pre-approved by City and TMS/USA.

4. COURTESY VEHICLES

4.1 Courtesy Vehicles. During the Term of this Agreement, the Toyota Entities will make available to the City the following thirty four (34) lifeguard and rescue vehicles ("the Vehicles"), to be used solely by the City by its Lifeguard Services Division, and as otherwise allowed under this Agreement.

- Three (3) 2012 Toyota Sequoia 4WD SUVs
- Four (4) 2012 Toyota 4Runner 4x4 SUVs
- Fifteen (15) 2012 Toyota Tacoma Double Cab 4x4 Trucks (short bed)
- Eleven (11) 2012 Toyota Tundra CrewMax 4x4 Trucks
- One (1) 2012 Toyota Tundra Double Cab 4x4 Truck

All vehicles shall include the following features:

- a. Undercoating
- b. Tow package
- c. All terrain and/or upgraded tires appropriate for sand and off-road work
- d. Air conditioning
- e. Bed mats for the trucks
- f. All trucks will be short beds, except the Tundra Double Cab (assigned to Utility 4 for the mechanic)
- g. Power locks and windows
- h. Automatic transmission
- i. Roof racks (if supported by the vehicle model)
- j. Back up monitors (if supported by the vehicle model)
- k. Fog lights (if supported by the vehicle model)
- l. All weather mats
- m. Off road package for trucks

The Vehicles shall be selected solely by the Toyota Entities based upon the specifications set forth above. Both the Vehicles' models and the numbers of each particular model may be changed at any time prior to delivery upon the mutual written consent of both the Toyota Entities and the City. The Toyota Entities shall not substitute Vehicles during the term of the Agreement.

4.2 Motor Vehicle Lease Agreement. Prior to releasing any Vehicles to City, City shall enter into a separate written agreement dated as of the same date of this Agreement, in the form set forth in **Exhibit B** hereto (the "**Motor Vehicle Lease Agreement**"). City must comply with the terms and conditions of the Motor Vehicle Lease Agreement except to the extent such terms and conditions conflict with those of this Agreement. The City shall pick up the Vehicles at the arranged Toyota dealership and new vehicle orientation shall be provided at the dealership.

4.3 Use of Vehicles; Return of Vehicles; Wear and Tear.

- (a) *Use of Vehicles.* City and the Toyota Entities acknowledge and agree that the vehicles will be used by the City’s Lifeguards to carry out the duties of safeguarding the public on the City’s beaches. In the regular course of carrying out such duties, the Vehicles may be driven in wet sand and in salt water, and will be exposed on a daily basis to sun, sand, wind and salt water both inside and outside the Vehicles. City agrees to undertake regular washing in maintenance as set forth in Section 4.10 to mitigate against any damage caused by such use.
- (b) *Return of Vehicles.* At the end of the term of this Agreement or any extended term, City will return those Vehicles that have not been purchased pursuant to Section 19 of this Agreement to the designated Toyota dealer locations within forty-five (45) days after the termination of the Agreement. City shall return the Vehicles with substantially complete and verifiable service records and in a condition that is consistent with, or better than, the following, which, for the purpose of this Agreement, shall be considered “Normal Wear and Tear”:
 - i. Matching tires with at least 7/32-inch tread depth remaining;
 - ii. Some mechanical or cosmetic defects, but generally free of major defects and major mechanical problems;
 - iii. In reasonable running condition;
 - iv. The paint, body and/or interior may need professional servicing;
 - v. No broken windows or lights;
 - vi. May have some repairable rust damage; and
 - vii. No missing spare tires, parts or accessories.
- (c) *Payment for Damage to Vehicles.* City shall pay for damage to the Vehicles that is beyond Normal Wear and Tear as set forth above. Such amount is in addition to any excess mileage charges computed in accordance with Paragraph 8 of the Motor Vehicle Lease Agreement (Exhibit B).

4.4 Courtesy Vehicle Insurance. Except as otherwise provided in this Agreement, City shall be solely responsible for all operating costs associated with the use and maintenance of the Vehicles. City is self-insured and will provide the Toyota Entities and with a letter agreeing to provide full insurance coverage for all the Vehicles and any replacement Vehicles during the term of this Agreement in the amounts listed as follows:

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
Medical Payments	\$ 2,000 per occurrence
Uninsured Motorists	\$ 15,000 per occurrence
	\$ 30,000 per occurrence
Comprehensive Collision	Value of Vehicles

The above will be satisfied by issuance of a Certificate of Self-Insurance for one million dollars (\$1,000,000) combined single limit coverage. The Certificate shall be provided at least five (5) business days prior to delivery of the Vehicles to City.

The Toyota Entities may terminate this Agreement effective immediately upon written notice to City, in the event City fails to provide or maintain the insurance stated immediately above.

4.5 Warranties. The Vehicles will be delivered only with the express written warranties specified in the applicable owner’s guide and any express written warranties specified therein. Upon the termination or expiration of the applicable Motor Vehicle Lease Agreement or this Agreement, City agrees to cooperate with TMS/USA to effectuate the return of the Vehicles as provided in Section 18 herein.

- 4.6 License and Registration. City shall license and register each of the Vehicles and shall pay all required registration and license fees. The Toyota Entities will cooperate with City by providing any requested documentation to assist City in filing required documentation with the California State Department of Motor Vehicles as necessary to obtain E-plates.
- 4.7 Priority of Agreements. The Vehicles shall be operated by City and its respective employees, in accordance with the Motor Vehicle Lease Agreement and this Agreement. Notwithstanding anything to the contrary in the Motor Vehicle Lease Agreement, in the event there is any conflict between the terms of the Motor Vehicle Lease Agreement and the terms of this Agreement, the terms of this Agreement shall be controlling as between the Toyota Entities and City.
- 4.8 Loss and Damage Reports. City shall complete an Employee Vehicle Accident/Industrial Incident Damage Report (in the form of Exhibit C, or other form as may be agreed to by the parties from time to time) immediately after any accidents involving material damage to any Vehicle of which City is aware. Except as provided in Section 4.3 herein, and except as covered by warranty, City shall be responsible for any damage sustained by the Vehicles resulting from any accident or collision. City shall contact TMS/USA within five (5) business days regarding any and all collisions or accidents involving material damage sustained by a Vehicle. City shall communicate to its employees that they must immediately report all collisions, and/or accidents to City.
- 4.9 Vehicle Service and Warranty Repairs. City shall pay for the cost of regularly scheduled service for the Vehicles. City shall maintain documentation of all services performed pursuant to the Vehicle Maintenance Schedule. Notwithstanding the foregoing, TMS/USA will pay for all warranty repairs in accordance with the New Vehicle Limited Warranty as stated in the applicable owner's manual provided that repairs are performed by an authorized Toyota dealership.
- 4.10 Vehicle Maintenance. City will undertake, at its cost, all responsibilities of day-to-day maintenance required for the Vehicles so that each looks its best, including washing and vacuuming the Vehicles and undercarriages, and cleaning the interior of the Vehicles as needed, biweekly waxing of the Vehicles, and regular preventative service maintenance. City shall be responsible for the ordinary operating expenses associated with the Vehicles such as gas, oil, grease, tire repair and replacement and other incidentals, except as covered by warranty as provided in Section 4.9 herein.
- 4.11 Quarterly Vehicle Inspections. On a quarterly basis during the term and upon reasonable notice from TMS/USA, City shall provide TMS/USA and its agents and representatives with access to the Vehicles for the purposes of inspection. City and TMS/USA shall agree upon a schedule for inspection of the Vehicles. Inspections shall be held on a quarterly basis at the City's Rose Canyon Facility, 3775 Morena Boulevard, San Diego, CA 92117, by City and a TMS/USA inspector. Each Vehicle shall be inspected two times each year, or more frequently if necessary and agreed to by the parties. At the inspection, City and TMS/USA shall discuss condition, repairs, and preventative maintenance issues.
- 4.12 Vehicle Modification. The Toyota Entities agree that City, in its discretion, may outfit vehicles with safety equipment, including but not limited to radios and light bars. However, City shall not be responsible for any cost to repair vehicles modified to suit City Lifeguard needs and/or "wear and tear" associated with any modifications on any vehicles described in this agreement. The City is responsible for the installation and removal of all Vehicle accessories, such as radios and light bars, racks, additional roof accessories, and tinting of windows of the Vehicles, that were not in or attached to the Vehicles at delivery (collectively, "Accessories"). All such installations must be removed prior to return of the Vehicles, all of the foregoing at the City's sole cost. All such installations must (a) be in compliance with all applicable laws, rules and regulations, (b) not in any way impact, cover and/or otherwise impair the ability to view warnings affixed to the Vehicle (e.g., the warnings regarding the airbag system on the visor), or (c) not impact the safety or operational features of the Vehicle (i.e., not adversely impact

visibility while operating the Vehicle, not impact in any way the compliance of the Vehicle with the Motor Vehicle Safety Act or other applicable Federal motor vehicle safety standards). City shall be solely responsible and liable for any claims arising from installation of such Accessories.

- 4.13 Vehicle Replacement. If the Toyota Entities exercise their option to extend this Agreement as set forth in Section 1.2 herein, the Toyota Entities will replace said Vehicles after two (2) years of the Agreement. The replacement Vehicles shall be delivered within sixty (60) days after the commencement of the third year, if the Toyota Entities choose to extend this Agreement. In exchange, City shall deliver to the Toyota Entities, forty-five (45) days after receipt of the replacement Vehicles, to the designated Toyota dealer locations all Vehicles then currently in use during the previous two (2) years and not purchased by City.

5. INDEMNIFICATION

- 5.1 Toyota Entities' Indemnification of the City. The Toyota Entities agrees to indemnify and hold harmless City, its respective City Council, and its officials, agents, employees, successors, and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including, without limitation, settlement costs), and expenses associated therewith (including, without limitation, the payment of reasonable attorney fees and disbursements), arising out of, related to or resulting from the Toyota Entities' marketing and promotion of its designation and/or status as the "Official Vehicle of the San Diego Lifeguards," including but not limited to the Toyota Entities' activities in connection with the Toyota Entities' Special Event Permits, Premium distributions, wrongful use of Logo and Trademark(s), and all advertisement, promotional and display material, as well as the Toyota Entities' rights granted herein; defect in the Vehicles as manufactured; services performed or actions taken by the Toyota Entities, its employees, agents, or subcontractors; and the failure of the Toyota Entities, or those acting under them, to comply with the terms and conditions of this Agreement. The Toyota Entities' indemnification shall extend to any claim of false or deceptive advertising and to the failure of the Toyota Entities or those acting under them, to comply with the terms and conditions of this Agreement.

The Toyota Entities will conduct all defense at its sole cost and expense and the City shall approve selection of the Toyota Entities' counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by the Toyota Entities.

All new vehicle warranties shall remain in effect.

The Toyota Entities shall hold harmless City, as well as its respective City Council, the Department, and Fire Department, and its officials, agents, employees, successors, and assigns against all liability for illegal competition or trade practices, common-law and/or statutory, which are based on the rights granted by City pursuant to the terms of this Agreement.

- 5.2 City's Indemnification of Toyota Entities. City agrees to indemnify and hold harmless the Toyota Entities, its divisions and subsidiaries and their respective dealers, officers, directors, agents and employees, successors, and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including, without limitation, settlement costs), and expenses associated therewith (including, without limitation, the payment of reasonable attorney fees and disbursements), arising out of City's own use or possession of the Vehicles; the services performed or actions taken by City, or those acting under it, in connection with this Agreement, including City's use of the Vehicles in connection with the operation and management of any event or activity, including but not limited to any claims for damage, injury, liability, cost and/or death (including without limitation, attorneys' fees and costs and other claims) that may occur while driver is operating and/or as a result of such driver operating the Vehicle (provided such claims are not attributable

to malfunction of the Vehicle due to manufacturer's defect); City's wrongful use of Logo and Trademark(s) and, the failure of City, or those acting under it, to comply with the terms and conditions of this Agreement.

City will conduct all defense at its sole cost and expense and the Toyota Entities shall approve selection of City's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by City.

6. INSURANCE

In addition to the insurance required by **Section 4.4** of this Agreement, the City shall provide and maintain throughout the term of this Agreement the following insurance coverage:

- A. Commercial general liability insurance with minimum limit of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage, including contractual liability, products and completed operations liability;
- B. Employer's liability insurance in a minimum amount of One Million Dollars (\$1,000,000) and will comply with all applicable Workers' Compensation and/or other laws that may accrue in favor of any person employed; and
- C. Umbrella liability with a minimum limit of Five million Dollars (\$5,000,000).

City is self-insured and will provide the Toyota Entities with a Certificate of Self Insurance evidencing that all of the above-identified insurance coverage at least five (5) business days prior to the delivery of the Vehicles (and, if reasonably requested by the Toyota Entities, at any other time). The commercial liability, and automobile insurance policies required hereunder shall name the Toyota Entities, its parent, subsidiary and affiliated companies and dealers as Additional Insureds and shall specify that the insurance carrier will endeavor to provide the Toyota Entities thirty (30) days written notice prior to any change, cancellation or reduction in such coverage.

7. THE TOYOTA ENTITIES' MARKS

City shall obtain written approval from the Toyota Entities prior to use of any of the logos, service marks, trade names or trademarks owned by the Toyota Entities and/or its affiliates (collectively, the "**the Toyota Entities' Marks**") by City or any of its respective agents, representatives, employees or contractors, except as otherwise specifically required in this Agreement. If the Toyota Entities grant their approval for City to use any of the Toyota Entities' Marks pursuant to this Agreement, the Toyota Entities' Marks shall be used only in the exact form, style and type expressly allowed by the Toyota Entities. The Toyota Entities' Marks are and shall remain exclusively the property of the Toyota Entities (and/or their designated affiliates). City shall not, directly or indirectly, during the Term hereof or at any time thereafter, in any country (a) register or attempt to register, in any manner, any of the Toyota Entities' Marks or (b) challenge the validity of any of the Toyota Entities' Marks. City recognizes the Toyota Entities exclusive ownership of the Toyota Entities' Marks. City shall not use the Toyota Entities' Marks in any way which would tend to aid any competitor of the Toyota Entities, or in any other manner that would bring the same (or its products) into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. City shall not use the Toyota Entities Marks to incur any obligation or indebtedness on behalf of the Toyota Entities, or to hold itself out as being or representing the Toyota Entities or any of its affiliates. The obligations of City under this paragraph will survive expiration or termination of this Agreement.

8. USE OF CITY NAME AND LOGO

The Toyota Entities shall use the City's name, seal, logo, and trademarks (collectively, "City's Identifiers") only as set forth in this Agreement, for the purpose of carrying out this Agreement, and not for any other purpose. Any

use other than that specifically provided for by this Agreement shall require the prior written consent and approval of City. The Toyota Entities shall not make use of the City's name, seal, logo, trademarks, or any other identifiers in any manner that would bring City, or any of its respective agents, representatives, employees or contractors into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. The Toyota Entities shall not use City's Identifiers to incur any obligation or indebtedness on behalf of City, or to hold itself out as being or representing City. The obligations of the Toyota Entities under this paragraph will survive expiration or termination of this Agreement.

9. DEFAULT; REMEDIES

9.1 The following shall constitute an Event of Default ("Event of Default") under this Agreement regardless of whether any such event shall be voluntary or involuntary or shall result from the operation of applicable laws, rules or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

- (1) City shall fail to cause to be carried and maintained the insurance required under **Sections 4.4 and 6** hereof;
- (2) Either party shall make any material misrepresentation or shall breach any warranty made herein;
- (3) Either party shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief;
- (4) Either party shall otherwise fail to perform or observe any other covenant or condition set forth herein and such failure shall continue unremedied for a period of thirty (30) days after the receipt of written notice thereof from the nondefaulting party; or
- (5) Either party should commit an act, which brings its name into disrepute, or otherwise substantially diminishes the value of the Toyota Sponsorship association for the other party.

9.2 Upon the occurrence of an Event of Default, and at any time thereafter so long as the same shall be continuing, the nondefaulting party may declare, at its option, this Agreement to be in default and: (1) if the Event of Default is a filing under Section 9.1(3) hereof, may immediately terminate this Agreement without any liability whatsoever; or (2) proceed under the Alternative Dispute Resolution procedures set forth in Section 9.3 hereof.

9.3 Alternative Dispute Resolution.

Any disputes, claims and/or causes of action arising out of or relating to this Agreement (including without limitation, any alleged violation of this Agreement, any controversy relating to the arbitrability of any dispute, or any claim that this Agreement (or any part thereof) is invalid, illegal or otherwise voidable (or void)) (collectively, "**Dispute**") shall be resolved in accordance with the procedures specified in this **Section 9.3**, as follows, which shall be the sole and exclusive procedures for the resolution of any such Disputes:

(a) Negotiation. The parties shall attempt promptly and in good faith to resolve any Dispute arising out of or relating to the Agreement by negotiation.

(b) Mandatory Mediation. If any Dispute should arise between the parties which cannot be resolved through negotiation, the parties agree to first endeavor to settle the Dispute in an amicable manner using mandatory mediation. Either party may request in writing that the other party agree to mediation of the Dispute; such notice shall set forth the subject of the Dispute and the relief requested. Unless the parties otherwise agree, the mediation shall be conducted by a mediator affiliated with and under the rules of: ADR Services or JAMS. The selection of an organization by the parties shall be made within ten (10) business days after a party requests mediation of a Dispute pursuant to this provision. If an

organization/judge and applicable rules have not been agreed upon within such ten-day period, then the Dispute shall be mediated by a neutral chosen by JAMS.

(1) Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation shall be borne equally by the parties unless they agree otherwise.

(2) Discovery. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The parties may agree to exchange any information they deem necessary.

(3) Authorized Representative. All parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement.

(4) Agreements. Any agreements resulting from the mediation shall be documented in writing.

(c) Arbitration. If within forty-five (45) days of the first mediation session the Dispute is not resolved, either party may serve the other party with a written notice of binding arbitration. Unless the parties otherwise agree, the arbitration shall be conducted by and under the commercial arbitration rules of the same organization that conducted the mediation. The arbitration shall be conducted by one arbitrator.

(d) Damages and Limitation of Liability. The arbitrator or arbitrators are not empowered to award damages in excess of compensatory damages. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO RECOVER SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, PUNITIVE DAMAGES, SPECIAL DAMAGES AND CONSEQUENTIAL DAMAGES IN ANY FORUM. FURTHER, CITY SHALL HAVE NO LIABILITY WHATSOEVER FOR INTERRUPTIONS OR DEFECTS IN WEBSITE LINKS FROM CITY WEBSITES TO TOYOTA WEBSITES.

(e) Provisional Remedies. Notwithstanding the provisions of this Section, a party may file a complaint limited to seeking provisional judicial relief pending the outcome of the mediation and/or arbitration provided by this **Section 9.3**.

(f) Governing Law. The arbitration shall be governed by California law and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

(g) Venue. The place of arbitration shall be San Diego, California.

(h) Confidentiality. All negotiations and proceedings pursuant to this **Section 9.3** are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law.

10. WAIVER

Failure or inability of either party to enforce any right hereunder shall not waive or modify any right to enforce said right in the future.

11. NOTICES

All notices and statements to be given hereunder shall be given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice shall be sent by registered or certified mail, by a nationally recognized courier service, or by personal service, and shall be effective upon receipt. The Toyota Entities shall maintain an address within California as the address to which such notice shall

be given. The Toyota Entities shall designate an agent with a California address to accept service of process. The addresses for notice and agents for service of process are:

City: Corporate Partnership Program
The City of San Diego
202 C Street, 9th Floor
San Diego, CA 92101
Attn: Natasha Collura, Director
Phone: 619-236-7002

And to: Office of the City Attorney
The City of San Diego
1200 Third Avenue, Suite 1620
San Diego, CA 92101
Attn: Carrie Gleeson
Phone: 619-236-6220
Fax: 619-236-7215

TMS/USA: Toyota Motor Sales, U.S.A., Inc.
Los Angeles Region
2 Banting
Irvine, CA 92618
Attn: Douglas Eroh
Phone: (949) 727-2702

SDTDA: San Diego Toyota Dealers Advertising Association
1501 5th Avenue #400
San Diego, CA 92101
Attn: John Mossy

12. ASSIGNMENT

Neither party shall have the right to assign or delegate any of its rights or obligations hereunder to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

13. COMPLIANCE WITH LAW, RULES AND REGULATIONS

Both parties shall comply with all applicable federal and state laws and regulations, as well as all municipal and City ordinances, rules, regulations, and policies.

14. SEVERABILITY OF PROVISIONS

Should any individual provision of this Agreement be declared void, the validity of the remainder of this Agreement will not be affected and will remain in full force and effect.

15. INDEPENDENCE

The parties shall at all times act independently. Nothing contained in this Agreement shall be construed to make one party the partner, joint venture, principal, agent, or employee of the other party hereto. Specifically, City shall have no express or implied authority to act for or on behalf of the Toyota Entities. Further, no officer, director, employee, agent, affiliate or contractor retained by City to perform work on the Toyota Entities' behalf hereunder shall be deemed to be an employee, agent or contractor of the Toyota Entities. City is solely

responsible for payment of (1) all income, disability, withholding, and other employment taxes as well as (2) all medical benefit premiums, vacation pay, sick pay or other fringe benefits resulting from City's retention of any such officers, directors, employees, agents, affiliates or contractors.

16. GOVERNING LAW

This Agreement will be governed by and construed and interpreted in accordance with the law of the State of California.

17. TERMINATION FOR IMPROPER CONSIDERATION

City may, by written notice to the Toyota Entities, immediately terminate the right of the Toyota Entities to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Toyota Entities, either directly or through an intermediary, to any City officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment for extension of the Agreement or the making of any determinations with respect to the Toyota Entities' performance pursuant to the Agreement. In the event of such termination, City shall be entitled to pursue the same remedies against the Toyota Entities as it could pursue in the event of default by the Toyota Entities.

The Toyota Entities shall immediately report any attempt by a City officer or employee to solicit such improper consideration. The report shall be made to the Director of City's Personnel Department.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

18. RETURN OF VEHICLES

Upon termination of this Agreement, City will surrender to the Toyota Entities all Vehicles, which are then in City's possession, within one hundred and twenty (120) days, and all memoranda, notes, records, drawings, manuals, software, and all other materials which are the property of the Toyota Entities or which contain information which is proprietary to the Toyota Entities. Notwithstanding the forgoing, City shall not be required to return the Vehicles upon termination of this Agreement if City exercises its option under Section 19 to purchase the Vehicles upon the expiration or earlier termination of this Agreement under the terms and conditions specifically set forth herein.

19. OPTION TO PURCHASE

City may elect (simultaneously with its notice of termination of this Agreement hereunder or with the parties' agreement to extend the Agreement pursuant to Section 1.2 hereof) to purchase any or all of the Vehicles from TMS/USA at the then current Black Book wholesale value of the Vehicles (pricing the vehicle at the "Black Book Wholesale" value with an assumed mileage of 30,000 miles per year of use and a condition category of "average"). City, in its sole discretion, will choose the Vehicles to be purchased. City shall be responsible for paying for any and all official fees or taxes charged in connection with the purchase and transfer of title. Such transfer shall occur no later than thirty (30) days after the termination of this Agreement, unless the parties are disputing the termination of this Agreement in accordance with the terms hereof (and in that case the transfer may be delayed until that matter has been resolved, unless otherwise agreed by the parties).

20. OBLIGATIONS SURVIVE AGREEMENT TERM

The indemnities and assumptions of risks, liabilities and obligations by the parties arising under this Agreement during its term shall continue in effect after the termination of the Agreement, regardless of the reason for termination.

21. AMENDMENT OF AGREEMENT

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties. Only nonmaterial Amendments to the Agreement which do not materially change the scope of the Agreement, increase City's financial responsibility, or impose additional liability on City, may be executed without approval of the City Council.

22. COMPLIANCE WITH CITY CONTRACTING LAWS

22.1. Americans with Disabilities Act. TMS/USA and SDTDA individually agree to comply with Council Policy 100-04, which establishes that all City contractors, including but not limited to construction contractors, consultants, grantees, and providers of goods and services agree to comply with all applicable titles of the Americans with Disabilities Act. Council Policy 100-04 is by this reference incorporated into this Agreement.

22.2. Drug Free Workplace. TMS/USA and SDTDA individually agree to comply with Council Policy 100-17 that requires all City construction contractors, consultants, grantees and providers of services to provide a drug-free workplace for the performance of work done in connection with a contract held by the City. Council Policy 100-17 is by this reference incorporated into this Agreement.

22.3. Equal Employment Opportunity Outreach Program. TMS/USA and SDTDA shall individually comply with the requirements of the City's Equal Employment Opportunity Outreach Program as described in San Diego Municipal Code (SDMC) sections 22.2701 through 22.2708, and TMS/USA and SDTDA individually and as to their own respective employees shall not discriminate against any employee or applicant for employment on any basis prohibited by law. TMS/USA and SDTDA individually shall provide equal opportunity in all their respective employment practices. To the extent that either TMS/USA or SDTDA engage subcontractors with respect to the fulfillment of their respective obligations under this Agreement, each shall ensure that its subcontractors comply with the City's Equal Employment Opportunity Outreach Program requirements. Nothing in this Section shall be interpreted to hold either TMS/USA or SDTDA liable for any discriminatory practice of its subcontractors or each other. For the purposes of compliance with this Section, TMS will be deemed to have complied with the Workforce Report requirements by submitting a report for its Los Angeles Regional Office.

22.4. Non-Discrimination in Contracting Ordinance. Neither TMS/USA nor SDTDA shall discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of their respective subcontractors, vendors or suppliers. Each shall provide equal opportunity for their respective subcontractors, if any, to participate in subcontracting opportunities. The Toyota Entities understand and agree that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Any contracts between TMS/USA or SDTDA and any or their respective subcontractors, vendors, and suppliers shall contain this language.

22.5. Compliance Investigations. Upon the City's request, TMS/USA and/or SDTDA individually agree to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors and suppliers that entity subject to the request has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by applicable Contractor for each subcontract or supply contract. TMS/USA and SDTDA individually further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance as described in SDMC sections 22.3501 through 22.3517. Each understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in remedies being ordered against the applicable Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. TMS/USA and SDTDA individually further understand and agree that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of said Nondiscrimination in Contracting Ordinance.

22. RELATIONSHIP BETWEEN TMS/USA AND SDTDA. TMS/USA and SDTDA are independent businesses. Nothing herein shall be construed as creating an obligation on the part of TMS/USA to insure or guarantee SDTDA's compliance with the provisions of this Agreement. In addition, nothing herein shall be construed as creating an obligation on the part of SDTDA to insure or guarantee TMS/USA's compliance with the provisions of this Agreement.

23. ENTIRE AGREEMENT

This Agreement and the exhibits and references incorporated into this Agreement contain the entire understanding between the parties relating to the subject matter herein contained.

[Intentionally Left Blank]

IN WITNESS WHEREOF the Toyota Entities have executed this Agreement, or caused it to be duly executed, and City, by Resolution No. R-_____ of its City Council, has authorized the execution of this Agreement on its behalf by its Director of Finance, on the dates set forth below.

Dated: _____, 2011

TOYOTA MOTOR SALES, U.S.A., Inc., a
California corporation

By: _____
Steven G. Hearne
General Manager, Los Angeles Region

Dated: _____, 2011

SAN DIEGO TOYOTA DEALERS
ADVERTISING ASSOCIATION, a California
corporation

By: John Mossy
Its: President

Dated: _____, 2011

THE CITY OF SAN DIEGO, a municipal
corporation of the State of California

By:
Mary Lewis
Director, Finance Department

Approved as to form:

Dated: _____, 2011

OFFICE OF THE CITY ATTORNEY

By:
Carrie Gleeson
Deputy City Attorney

EXHIBIT A

SPONSORSHIP RIGHTS

The City grants the Toyota Entities (“Toyota”) the following rights and benefits during the pendency of and subject to the terms of the Promotional Agreement:

City of San Diego

Corporate Partnership Program

Toyota Vehicle Partnership

Marketing Rights and Benefits

1. Official Partner

- Toyota shall be designated the “Official Vehicle of the San Diego Lifeguards.”
- Toyota shall have the right to use said designation in promotional initiatives including events, press releases, stories, features, media programming, website content and other communications to the public.

2. Sponsor of Water Safety Days at Beaches and Parks

- Toyota shall have the right to sponsor Water Safety Days (Safety Days) as described in the “Lifeguard ‘Water Safety’ Days” Attachment. Safety Days shall be conducted by Lifeguards at locations and on dates as set forth in the Attachment.
- Sponsorship of Safety Days shall include the right to set up display area(s) to support the presentation of safety information to the public through Safety Talks and distribution of written materials and promotional items. Display area may contain up to two Toyota vehicles, a Lifeguard vehicle, a non-permanent tent, a table, Toyota branded materials, staff and other components to be agreed upon by the City and consistent with City policies.
- The program for each Safety Talk will be designed by the City in collaboration with Toyota. Safety materials will be available in the display area and available to the public during Safety Days.
- Toyota shall have the right to distribute City/Toyota co-branded materials regarding beach safety, distribute Toyota branded product materials, collect contact information from willing participants and conduct other activities agreed upon by the Parties. Sponsored Safety Days that include vehicle displays will be held on the dates and locations determined by the parties using the guidelines set forth in the Attachment and subject to public access considerations, Lifeguard staffing resources, public safety needs, and City policies. All vehicle display locations will comply with City requirements for such activities and location availability.

3. Sponsorship of Water Safety Days at Toyota Dealerships

- Toyota shall have the right to conduct Water Safety Days (Safety Days) at Toyota Dealerships that are members of the San Diego Toyota Dealers Association.
- Toyota shall have the right to include a Lifeguard vehicle and have a Lifeguard present to provide Safety Talks.
- The program for each Safety Talk will be designed by the City in collaboration with Toyota. Water Safety materials will be available in the display area and available to the public.
- Toyota shall have the right to conduct Safety Days at a dealership location on no more than ten days per year.
- The date, time, place, content, and duration of each event shall be mutually agreed upon by the Parties.
- Toyota will compensate City for City employee time through General Fund reimbursement. The Lifeguard Division will invoice San Diego Toyota Dealers Association following each safety talk at the full cost recovery rate typically used for special events.

4. Promotional Events at City Facilities

- Toyota shall have the right to conduct promotional events at non-park and non-beach City facilities. The date, time, place, content and duration of such events shall be mutually agreed upon by the Parties and may include vehicle displays and product specialists on site collecting data information and distributing Toyota branded materials.
- Toyota shall have the right to conduct such promotional events a minimum of four times per year.
- The date, time, place, content, and duration of each event shall be mutually agreed upon by the Parties.

5. Lifeguard Special Events

- Toyota shall have the right to participate as the exclusive sponsor in the vehicle sponsorship category during Lifeguard Special Events including, but not limited to, parades, job fairs, recruiting events, safety fairs and the Junior Lifeguard Program.
- Toyota shall have the right to participate in such events a minimum of four times per year.
- Toyota's participation and the date, time, place, content, and duration of each event shall be mutually agreed upon by the Parties.

6. Commercials

- Toyota shall have the right to produce two television and two radio commercials per year that include a minimum of one Lifeguard and one Lifeguard vehicle.
- Content may include markings on vehicles identifying them as Toyota vehicles, markings on vehicles identifying vehicles as in use by San Diego Lifeguards and markings on vehicles identifying Toyota as the "Official Vehicle of the San Diego

Lifeguards.” Vehicle markings and references associated with Toyota, including artwork, size and location will be mutually agreed upon by City and Toyota.

- Content shall not include recognizable images of City personnel.
- The City will have final approval of all content before use by Toyota.
- The date, time, place, content, and duration of each event shall be mutually agreed upon by the Parties.
- Toyota will compensate City for City employee time through General Fund reimbursement. The Lifeguard Division will invoice San Diego Toyota Dealers Association following each safety talk at the full cost recovery rate typically used for special events.

7. Public Service Announcements (PSAs)

- Toyota shall have the right to produce two television PSAs and two radio PSAs per year that include a minimum of one Lifeguard and one Lifeguard vehicle.
- Content may include markings on vehicles identifying them as Toyota vehicles, markings on vehicles identifying vehicles as in use by San Diego Lifeguards and markings on vehicles identifying Toyota as the “Official Vehicle of the San Diego Lifeguards.”
- Content may include a recognizable image of City personnel with appropriate releases and approvals. Toyota agrees to obtain an Appearance Release, in a form to be provided by City, for any Lifeguard or other City employee who appears recognizably on camera.
- Toyota will reimburse the City for the cost of staff time for filming and/or recording or can provide a PSA.
- The City will have final approval of all content before use by Toyota.
- Use of television commercials, radio commercials, and PSAs shall occur only during the term of the Promotional Agreement, unless otherwise agreed to in writing in advance by City.

8. Media Exposure

- As the official vehicle for the City’s Lifeguards, the City shall include a minimum of one Lifeguard vehicle in selected media appearances and interviews by Lifeguards.
- The City will strive to fulfill this right at every opportunity but cannot guarantee a minimum number of media appearances.

9. CityTV

- Toyota shall have the right to air public service messages (PSAs), educational workshops and to participate in other programs on CityTV a minimum of four times per year that promote beach safety.
- Toyota shall pay for all production costs over and above those normally paid for by CityTV as defined by their policies and procedures or can provide a pre-produced PSA based on content approval by the City.
- The date, time, content and duration of each PSA, workshop and/or program shall be mutually agreed upon by the parties.

10. Website Presence

- City shall provide Toyota logo exposure, a description of the Partnership and a Toyota link on the Corporate Partnership Program page of the City's website.
- City shall provide Toyota a Toyota image/press event on the City's home page carousel for one week with rotation for 1 – 2 months and press release listing.
- City shall include a calendar of Water Safety Days on the Lifeguard's home page describing Toyota sponsorship with logo exposure and click through to Toyota website.

11. Direct Marketing To City Employees and Other Groups

- Toyota shall have the right to market its products and services directly to City Employees and their families, City Retirees and their families, City Volunteers and their families and Licensed Business Owners and their families by using some or all of the forms of communications that the City utilizes to communicate to these groups. Such forms of communication include email blasts, intranet, newsletters and other mailings.
- For each marketing initiative, the Parties shall develop a plan that includes the responsibilities and obligations of each of the Parties. The City will be responsible for communicating the marketing message and, in no event, will Toyota be given employee, retiree or volunteer names, addresses or other personal information deemed confidential or in violation of City policies.
- The frequency of sending the marketing messages as well as the content of the messages shall be mutually agreed upon by the Parties and be consistent with City policies. Toyota will have the right to include a minimum of one direct marketing employee discount message per month in City generate email to City employees.

12. Additional Opportunities: City shall inform Toyota of additional City-related marketing and advertising opportunities, including such opportunities on the beaches and bays, before such opportunities are publicly announced.

City of San Diego
Lifeguard “Water Safety” Days
Presented by Toyota

City of San Diego parks and beaches are established and utilized for the benefit, comfort, and enjoyment of the general public. Programs that provide recreational, educational or cultural activities for the public enhance these uses. City of San Diego Lifeguards provide safety talks to beachgoers on an ongoing basis and at a variety of community outreach activities. Having the support of Toyota to provide a more engaging educational program on beach safety for some of these presentations will provide a valuable, relevant, safety benefit to beachgoers while also providing a positive interaction with Toyota.

The City of San Diego’s Corporate Partnership Program will work with Toyota to ensure that educational components of “Water Safety Days” meet City criteria for such activities which includes safety messages being presented and promoted to the public throughout the entire exhibit time. Signage, premiums, flyers or other activities (i.e. green screens, etc.) should incorporate relevant safety messages along with prominent recognition of Toyota as the proud sponsor of the program. The City of San Diego will explore the possibility of including the Junior Lifeguard Foundation at the Exhibit to talk about water safety and/or the Junior Lifeguard program. A Toyota vehicle along with a current Toyota Lifeguard Vehicle (if available) will be an important component of the educational display to provide the public interaction with the sponsor’s product and ability to interact with lifesaving equipment on the Toyota Lifeguard Vehicle.

City Lifeguards will make PA announcements notifying beachgoers that there is a Lifeguard Safety Talk at the Toyota Vehicle Display a minimum of 2 times throughout the day. These talks will be supported by the informational materials provided at the Toyota Vehicle Display. A Lifeguard Safety Talk example is attached.

DISPLAY ELEMENTS

Schedule. City of San Diego Water Safety Days can be conducted on up to 12 days annually. Toyota shall work with the Corporate Partnership Program to develop the spring break and summer schedule for Water Safety Days. The Corporate Partnership Program will coordinate the schedule with the Park and Recreation Department to ensure these community outreach activities do not interfere with the general use of the park for the date(s) requested, and with the Lifeguards for staffing and vehicle availability, and obtain the approval of each.

The City recommends the dates and locations listed below based on public access considerations, Lifeguard staffing resources, and public safety needs. For maximum availability, Toyota shall submit a proposed schedule with dates and locations based on the listing below by April 30 annually for the coming season. In no event shall Toyota request a date less than ten days in advance.

Location. Three tentative locations have been identified, subject to the approval of Park and Recreation Department and the Lifeguards for any particular date. The three tentative locations are: (1) the triangular area of grass at Bonita Cove near the comfort station, (2) the rectangular area near the comfort station at EB Scripps, and (3) the grass immediately to the south, parallel to the walkway and adjacent to the boardwalk in Mission Beach near the Lifeguard Tower. If the exact locations described above are not available, nearby areas, agreed to by Toyota in advance, may be offered.

Tentative Display Dates (Up to 12)

- Up to 2 weekends per month at a single location (Saturday and/or Sunday)
- Up to 3 weekdays per month (weekdays can be 2 consecutive days)
- Excludes July 4th

- Permissible holidays: 4th of July weekend (excluding July 4th), Memorial Day and Memorial Day weekend, Labor Day and Labor Day weekend. Locations are subject to revised area specs.

Specifications of Display Area: Toyota will work with the Corporate Partnership program to develop proposed layouts with the understanding that the number of vehicles is determined by space available and that a Lifeguard Vehicle may be one of the Display vehicles. Vehicle displays are subject to City requirements and Toyota will be responsible for meeting those requirements.

City of San Diego Water Safety Days Program Outline

Keep It Fun in the Sun! Beach Safety Tips

Ocean Safety

For many, visiting the beach is the epitome of summer fun. The ocean is nature's ultimate playground, but has some dangerous hazards, that can be avoided simply by being familiar with your surroundings. Keep your day at the beach fun by following these tips.

- Learn how to swim and know your limits
- Always swim near a Lifeguard
- **Rip Currents** Rip currents are rivers of ocean current that move out to sea. To avoid the dangers of rip currents, learn how to spot a rip current. If you are caught, don't panic, hold on to your flotation device, swim parallel to shore where the waves are breaking. If you can't make it in, hold up your hand and wait for a Lifeguard.
- Always ask the Lifeguard about the safest area for swimming.
- Read the signs! Areas for swimming and surfing are separated by black and yellow checkered flags. Always read the signs for the correct area for your activity.

Don't get lost

Getting lost at the beach can be scary, and is easy to do. Make sure your the people that you bring with you, all come home together, by following these simple steps.

- Look for landmarks near your towel area. Lifeguard towers are great landmarks. Make sure everyone in your party knows where your towels are set-up.
- Create a meeting place in case you get separated. For example, "if we get separated, meet at Lifeguard Tower #13."
- Go to a Lifeguard if you get lost. Lifeguards help kids find their parents all of the time. If your parents get lost, ask a Lifeguard for help!

Sea Animals

The ocean is filled with various sea animals. Most are harmless, but occasionally, people get stung by Jellyfish or Sting Rays.

- Always ask a Lifeguard about the swimming conditions.
- Shuffle your feet to scare away stingrays. Stingrays are bottom dwellers that feed on animals that burrow themselves in the sand. Shuffling your feet will scare them away!
- Jellyfish sometimes visit our beaches in the summer months, and usually are not a problem. The best way to know if the jellyfish are playing in the local beaches is to check with the lifeguards. A jellyfish sting is usually minor, and the sting goes away in about 15 minutes.
- If you get hurt, ask a Lifeguard for help.

Sun Safety

Nothing ruins a day at the beach like a sunburn. Luckily, sunburns can be avoided by taking a few simple steps.

- Always wear sunscreen and re-apply often!
- Always re-apply after swimming.

- A hat and sunglasses will give you extra protection.

Beach Laws

San Diego has many beach laws that not only keep people safe, but make the beach enjoyable for everyone. Several signs are posted in the beach areas that highlight some of the common violations. Look for signs to help keep your day and the beach fun! For example:

- Fires can only be held in the City provided fire pits.
- Alcohol and smoking is not allowed on any beach, park, or boardwalk.
- Dogs are only permitted at certain times of the day and must always be on a leash (with the exception of specific dog areas). Know the rules before you bring Rover to the beach.

Help us keep our beach's clean and protect our local environment

Lifeguards never forget that we share San Diego's beautiful beach's with many different plants and animals. To ensure that we keep the beach enjoyable for everyone, and respect the wildlife, you can do a lot to help.

- "Pack it In, Pack it Out!" Whatever you bring with you, should leave with you. Please place all trash in the trash receptacles.
- Respect the wildlife. Wild animals are "wild". Although the sea has many cute (and seemingly cuddly) animals, you should always try and avoid contact with them.
- Respect wildlife from a distance.

If in doubt, ask a Lifeguard!

EXHIBIT B

MOTOR VEHICLE(S) LEASE AGREEMENT

This Motor Vehicle(s) Lease Agreement (this "**Agreement**") is effective as of _____ 2011, between **TOYOTA MOTOR SALES, U.S.A., INC.**, a California corporation, with offices located at 19001 South Western Avenue, Torrance, California 90501, (310) 468-4000, hereinafter "**Lessor**", the **CITY OF SAN DIEGO**, a municipal corporation, hereinafter "**Lessee**".

This Agreement is part of and subject to that certain Promotional Agreement Between the City of San Diego, Toyota Motor Sales, Inc., and the San Diego County Toyota Dealers Association of the same date ("Promotional Agreement").

The Lessor and Lessee signing hereinafter agree:

1. **Vehicle(s) Leased.** Lessor hereby leases to Lessee, on terms herein contained, the motor vehicle(s), hereinafter "**Vehicle(s)**", described on **Attachment 1** attached hereto and incorporated herein by this reference. The term "Vehicle(s)" includes all original vehicle equipment, jacks, lug wrenches, spare wheels and tires, and tool kits. If the parties agree, prior to delivery, to substitute any other current year vehicle(s) for those Vehicle(s) described on **Attachment 1** then those vehicle(s) substituted for those described in **Attachment 1** shall be thereafter deemed "Vehicle(s)" hereunder. Lessor shall not have any obligation to replace the Vehicle(s) if damaged, destroyed or lost (for any reason and by any cause) after delivery of same to Lessee hereunder.
2. **Insurance; Indemnification.** The insurance and indemnification requirements of the Promotional Agreement shall apply to this Agreement.
3. **License Plates and Registration.** If required by Law, the Vehicle(s) subject to this Agreement shall bear license plates and the titles thereto shall be registered in the name of Lessee. The annual registration or license fees shall be paid by Lessee. Lessee shall not remove Vehicle registration or insurance related documents (or documents authorizing Lessee to use the Vehicle(s)) from any Vehicle dash compartment.
4. **Consideration.** Lessee agrees that it shall pay rental of One Dollar (\$1.00) at the execution of this Agreement and shall comply with all of the terms hereunder (including without limitation, complying with the terms and conditions of the Promotional Agreement) as consideration for the right to use, operate and possess the Vehicle(s) pursuant to the terms hereof.
5. **Use of Vehicle(s).** Lessee shall inspect the Vehicle(s) upon delivery and hereby confirms that the Vehicle(s) was/were in satisfactory condition, unless otherwise noted in writing below at the time of initial delivery. Only the employees of Lessee (or other individuals specifically agreed in writing by Lessor) (collectively referred to as "**Permitted Users**") may operate the Vehicle(s). Lessee is responsible for ensuring that all Permitted Users: (i) have a current and valid driver's license issued in the United States, (ii) are at least eighteen (18) years of age, (iii) are currently employed by the City of San Diego, and (iv) satisfy any other requirements as agreed in writing by Lessor and Lessee. Lessee shall be responsible for all acts or omissions of any Permitted User and/or providing the Vehicle(s) to other than Permitted Users. Lessee shall be responsible for advising each Permitted User of all restrictions on the use, operation and possession of the Vehicle(s) set forth herein, including without limitation those restrictions set forth in **Section 11** hereof.

The Vehicle(s) shall not be removed from the continental United States, unless approved in writing and in advance by Lessor.

The Vehicle(s) shall be used solely for the business purposes of the Lessee.

The Vehicle(s) shall not be used where excessive mileage and/or misuse alters the condition and/or value of the Vehicle(s) for resale, except as set forth in the Promotional Agreement. The Vehicle(s) shall not be used or operated in a negligent, improper or unsafe manner, or in violation of any Law, or in any manner as to void any insurance covering same. Lessee shall not permit the Vehicle(s) to become subject to any lien, charge or encumbrance. The Vehicle(s) shall not be used in any race or competitive event, for hire or as a public conveyance, or to pull trailers exceeding the manufacturer's towing recommendations.

No modifications or alterations shall be made to the Vehicle(s) except as permitted by express agreement of the parties.

6. **Maintenance.** See Section 4.7 of the Promotional Agreement.

All service, parts, materials and repairs in connection with the use and operation of the Vehicle(s) during the lease term hereof not covered above, including but not limited to gasoline, oil, batteries, tires, tubes, repairs or maintenance arising from any misuse or negligent use of the Vehicle(s), and/or towing are at Lessee's expense.

Except as otherwise specifically provided herein or in the Promotional Agreement, Lessee shall, at all times and at its expense, keep the Vehicle(s) in good working order, condition and repair (including without limitation checking all fluids, tire pressure, etc.), reasonable wear and tear excepted.

7. [Reserved.]

8. **Additional Charges; Excessive Mileage/Wear Charge.** Lessee agrees to pay all storage and parking charges and fines associated with the use, operation or possession of the Vehicle(s) between the time each Vehicle is delivered to Lessee until returned to Lessor pursuant to the terms of this Agreement. Lessee will be charged for excessive wear to the Vehicle(s) for miles in excess of eighty-two and two tenths (82.2) miles per day (approximately 2,500 miles per month or 30,000 miles annually) at the rate of Eight Cents (\$.08) per mile. This excessive mileage charge will be based on the time elapsed between the date Lessee takes possession of a particular Vehicle, and the date that Vehicle is actually tendered to Lessor in compliance with the terms of this Agreement. For example, if a Vehicle is picked up on March 1 and returned on December 15 of the same year, the Vehicle would be allowed 23,838 miles (i.e., 290 days x 82.2 miles/day) before an excessive mileage/wear charge will be assessed. Section 4.8 of the Promotional Agreement shall govern charges for Excess Wear and Tear.

9. **Termination.** The termination provisions of the Promotional Agreement shall apply to this Agreement.

10. **Surrender of Vehicle(s).** In the event Lessee fails to surrender the Vehicle(s) pursuant to the terms hereof, Lessee shall pay Lessor as liquidated damages therefor for each Vehicle the sum of Thirty Dollars (\$30.00) per day plus Fifteen Cents (\$.15) per mile for each day thereafter until the Vehicle(s) are surrendered to Lessor as herein provided. It shall be assumed for purposes of calculating said liquidated damages that each Vehicle is driven thirty-three miles per day. Accordingly, should Lessee fail to provide adequate evidence of the actual mileage on a Vehicle at the time Lessee was required to return any Vehicle hereunder, the mileage at said time shall be deemed to have been as calculated based upon the above assumption.

11. **Option to Purchase.** City may elect (simultaneously with its notice of termination of the Master Sponsorship Agreement) to purchase the Vehicles from TMS/USA at the then current Black Book wholesale value of the Vehicles (pricing the vehicle at the "Black Book Wholesale" value with an assumed mileage of 30,000 miles per year of use and a condition category of "average"). City shall be responsible for paying for any and all official fees or taxes charged in connection with the purchase and transfer of title. Such transfer shall occur no later than thirty (30) days after the termination of this Agreement, unless the parties are disputing the termination of this Agreement in accordance with the terms hereof (and in that case the transfer may be delayed until that matter has been resolved, unless otherwise agreed by the parties).
12. **Warranties and Representations.** THERE ARE NO WARRANTIES, PROMISES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY LESSOR TO LESSEE WITH RESPECT TO THE VEHICLE (S), EXCEPT AS SPECIFICALLY CONTAINED IN THE EXPRESS WRITTEN LIMITED WARRANTIES IN EACH VEHICLE'S OWNER'S GUIDE. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE OR ANY OTHER PERMITTED USER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE(S), OR THE REPAIR, MAINTENANCE OR EQUIPMENT THEREOF, OR BY ANY FAILURE THEREOF, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE(S), EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN THE EXPRESS WRITTEN LIMITED WARRANTIES IN EACH VEHICLE'S OWNER'S GUIDE OR TO THE EXTENT ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR. UNDER NO CIRCUMSTANCES SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR ANTICIPATED PROFITS. THERE ARE NO OTHER REPRESENTATIONS OR STATEMENTS REGARDING THE VEHICLE(S), AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE NOR ANY WARRANTY OF MERCHANTABILITY.
13. **No Assignment.** LESSEE SHALL NOT ASSIGN, TRANSFER (OTHER THAN TO PERMITTED USERS AS SPECIFICALLY ALLOWED UNDER SECTION 5 HEREOF), SUBLET, PLEDGE, OR ENCUMBER ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, OR THE AGREEMENT ITSELF, AND ANY SUCH ATTEMPT SHALL BE VOID.
14. **Default.** Time is of the essence of this Agreement. In addition to any other terms hereunder, on the happening of any of the following, Lessor, at its option may, by written notice to Lessee, declare this Agreement in default: **a)** commencement by or against Lessee of any insolvency, bankruptcy, or receivership proceedings; **b)** Lessee taking advantage of any Laws for the benefit of debtors; **c)** execution or levy issuing against Lessee or Lessee's effects; or **d)** default by Lessee or any Permitted User in the performance of any of its obligations hereunder (including without limitation failure to retain the insurance coverages as required hereunder or failure to provide adequate evidence of same to Lessor).
- On declaration by Lessor that the Agreement is in default, Lessor shall have the remedies as set forth in Section 9 of the Promotional Agreement.
15. **Waiver.** Lessor's failure to insist upon the strict performance of this Agreement, or to exercise any right or remedy, shall not be considered a waiver of Lessor's right to insist upon strict performance of this Agreement or a waiver of any right or remedy with respect to any existing or subsequent breach or default. No waiver shall be effective unless made in writing and signed by an authorized representative of Lessor. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same, or any prior, concurrent or subsequent breach of any other, provisions of this Agreement.
16. **Relationship of Parties.** This Agreement is not intended to, and shall not, create in any manner whatsoever a principal-agent, employer-employee, master-servant, partnership, nor joint venture relationship between the Lessor and Lessee.

17. **Lease Only.** This Agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to the Vehicle(s) other than that of a lessee of same unless Lessee exercises its option to purchase the Vehicle(s) pursuant to Section 11 herein.
18. **Severability.** If any provision herein is held to be invalid, it shall be considered amended to conform to existing Laws, and it shall not invalidate the remaining provisions of this Agreement.
19. **Governing Law.** The terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of law principles thereof.
20. **Headings.** The headings found in this Agreement are solely for convenience of reference only and shall not constitute a part of this Agreement nor be given any substantive effect.
21. **Notices.** Notices provided for hereunder shall be given in writing and shall be sent by certified or registered mail, overnight delivery, or personal service to the addresses of the Lessee and Lessor, as contained in the Promotional Agreement. Notice shall be deemed to have occurred upon receipt or refusal thereof. Lessee shall notify Lessor of any address change immediately.
22. **Integration.** This Agreement and the Promotional Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements. This Agreement is intended to supplement and be subject to the Promotional Agreement between the parties. No amendment of this Agreement shall be effective unless agreed to in writing by the parties hereto.
23. **Priority of Agreements.** To the extent any terms hereof conflict with the terms of the Promotional Agreement, the terms of the Promotional Agreement shall control.

TOYOTA MOTOR SALES, U.S.A., Inc.

CITY OF SAN DIEGO, a municipal corporation of the State of California

Date:

Date:

By: _____

By: _____

Steven G. Hearne
ITS: General Manager, Los Angeles Region

Mary Lewis, Director
 Finance Department

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Date:

By: _____

Carrie Gleeson
 Deputy City Attorney

ATTACHMENT 1

**MOTOR VEHICLE (S) LEASE AGREEMENT
EFFECTIVE AS OF «DATE»,
BETWEEN
TOYOTA MOTOR SALES, U.S.A., INC., LESSOR
AND THE CITY OF SAN DIEGO, LESSEE**

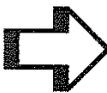
The Vehicle(s) leased hereunder, which Lessee agrees to preserve and maintain without obliteration of any kind, are described as follows:

MODEL
«MODEL»

SERIAL NUMBER
«VIN»

EXTERIOR COLOR
«COLOR»

EXHIBIT C
AUTOMOBILE LOSS DAMAGE REPORT



CALL STATION 38 AT 527-7660
REPORT ACCIDENT

ALL DAMAGE OR MINOR CONTACT
MUST BE INVESTIGATED BY
IMMEDIATE SUPERVISOR

**CITY OF SAN DIEGO
RISK MANAGEMENT DEPARTMENT
236-7300**

EMPLOYEE VEHICLE ACCIDENT/INDUSTRIAL INCIDENT DAMAGE REPORT

ORIGINAL - SAFETY MS 51B
GREEN - CLAIMS MS 51B
YELLOW - DEPT./DIV./RETURN
GOLDENROD - DEPT. DIV CHAIR
PINK - EQUIP. DIV.

CITY FILE NO. _____

EMPLOYEE FILLS OUT. CITY VEHICLE	NAME OF CITY DRIVER (PRINT LAST, FIRST, M.I.)		DRIVERS LICENSE NO./CLASS	SOCIAL SECURITY NO.	DATE/TIME OF ACCIDENT <input type="checkbox"/> AM <input type="checkbox"/> PM	
	DEPARTMENT AND DIVISION		LICENSE EXPIRATION DATE	JOB CLASSIFICATION	PHONE (WORK)	
	DESCRIBE ANY INJURY TO YOURSELF, IF ANY, AND FILE FORM RM-1642 - EMPLOYEE INJURY REPORT				DAYS WORKED THIS WEEK	HOURS WORKED THIS DAY
	PASSENGER	ADDRESS	TELEPHONE	INJURY (FILE FORM RM-1642)		
	PASSENGER	ADDRESS	TELEPHONE	INJURY (FILE FORM RM-1642)		
	POLICE AGENCY INVESTIGATION <input type="checkbox"/> YES <input type="checkbox"/> NO	POLICE REPORT TAKEN <input type="checkbox"/> YES <input type="checkbox"/> NO # _____		LOCATION OF ACCIDENT / INCIDENT		
	IDENTIFICATION # _____	CITY VEHICLE NO.	VEHICLE MAKE	YEAR	BODY TYPE	VEHICLE LIC. #

SUPERVISOR AND EMPLOYEE FILLS OUT. OTHER VEHICLE, PROPERTY OR PARTY	NAME OF DRIVER		ADDRESS	TELEPHONE	DRIVERS LICENSE NO.	
	REGISTERED OWNER		ADDRESS	TELEPHONE	VEHICLE LICENSE NO.	
	1. NAME OF INSURANCE CARRIER		VEHICLE MAKE	BODY TYPE	YEAR	
	DRIVER INJURY		VEHICLE DAMAGE - DESCRIBE			
	2. INJURED PASSENGER OR PEDESTRIAN		ADDRESS	TELEPHONE	INJURY	PASS. PED.
	3. INJURED PASSENGER OR PEDESTRIAN		ADDRESS	TELEPHONE	INJURY	PASS. PED.
	4. INJURED PASSENGER OR PEDESTRIAN		ADDRESS	TELEPHONE	INJURY	PASS. PED.
	5. INJURED PASSENGER OR PEDESTRIAN		ADDRESS	TELEPHONE	INJURY	PASS. PED.
NON-VEHICULAR DAMAGE - DESCRIBE - LOCATION						
OWNER		ADDRESS	TELEPHONE			

WITNESS	NAME	ADDRESS	TELEPHONE	PASS. PED.	LOCATION AT TIME OF ACCIDENT / INCIDENT
	NAME	ADDRESS	TELEPHONE	PASS. PED.	LOCATION AT TIME OF ACCIDENT / INCIDENT

EMPLOYEE'S ACCIDENT/INCIDENT DESCRIPTION	DESCRIBE HOW DAMAGE OCCURRED - USE ADDITIONAL PAPER IF NEEDED. DRAW DIAGRAM IF IT WILL HELP YOU EXPLAIN CIRCUMSTANCES.	SYMBOLS: FORWARD → PARKED  BACKING <<<→ CONTACT ONLY X NO DAMAGE
	SKETCH 	CITY DRIVERS SIGNATURE DATE