CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK, COUNCIL/PUBLIC SERVICES DIVISION, INDEX SECTION

FROM: LAPD-CID

QUESTIONS CALL: Det. DeBellis

CONTRACT NO.: C-107278

CONTRACTOR NAME: Bonnie Viertel

Dba: Viertel's Automotive, Inc Central Area

TERM OF CONTRACT: 5 years 9/10/04 THRU: 9/9/09

TOTAL AMOUNT: 0

PURPOSE OF CONTRACT: Provide Towing and Storage needs for City Departments specified in the contract for the Rampart Police Area.

Title: **Official Police Garage Standard-Duty Towing and Storage Services Agreement**

Los Angeles Police Department Central Area

Contractor: **Viertel's Automotive Service, Inc.**

Agreement Number C-107278

TABLE OF CONTENTS

1.0 PARTIES TO THE AGREEMENT, REPRESENTATIVES, AND NOTICES 2
1.1 Parties to the Agreement 2
1.2 Representatives of the Parties 2
1.3 Notices 3

2.0 TERM OF AGREEMENT 3

3.0 GENERAL SCOPE OF SERVICES 3
3.1 General Duties 3
3.2 Geographic Area of Assignment 5
3.3 Hours of Operation 6
3.4 Maximum Response Time 7
3.5 Priority of Requests 7
3.6 Response to Calls 8
3.7 Compliance with Laws, Rules and Regulations 8
3.8 Demeanor and Conduct 9
3.9 Timekeeping 10
3.10 Towing of City Owned Vehicles 10

4.0 FACILITY REQUIREMENTS 11
4.1 General Requirements 11
4.2 Business Office and Primary Storage Facility 11
4.3 Primary Storage Facility – Investigative Hold Area and Evidentiary Hold Vehicles 12
4.4 Secondary Storage Facilities 14
4.5 Satellite Secondary Storage Facilities 15
4.6 Statutory Hold Vehicles 16

5.0 STAFFING AND EQUIPMENT REQUIREMENTS 17
5.1 Staffing Requirements 17
5.2 Equipment Requirements 18
5.3 Communications and Computer Equipment 19
5.4 Equipment at OPG's Expense 20

6.0 PROTECTION AND HANDLING OF VEHICLES, VEHICLE PARTS AND ACCESSORIES, AND UNATTACHED PERSONAL PROPERTY 20
6.1 Impound Reports 20
6.2 Inventory at Location Vehicle Was Impounded 20
6.3 Protection and Handling of Vehicles and Vehicles Parts and Accessories 20
6.4 Protection and Handling of Unattached Personal Property 22

7.0 LIENS 23
7.1 Probable Cause 23
7.2 Liens 23

8.0 ADDITIONAL POSTING REQUIREMENTS 24
8.1 Business Identification 24
8.2 Fees and Rates 24
8.3 Notice Regarding Vehicle Code Section 22850.3 24
8.4 Impound Hearings 24

9.0 REPORTING REQUIREMENTS 25
9.1 Weekly Reports 25
9.2 Monthly Reports 25

10.0 FEES AND RATES 26
10.1 General Requirements Regarding Fees and Rates 26
10.2 Fees and Rates – Removal (Towing) 27
10.3 Fees and Rates – Storage 27
10.4 After-Hours Release Charges Prohibited 28
10.5 Vehicle Release Fee 28
10.6 Parking Occupancy Tax 28
10.7 Lien Sale Vehicles 29
10.8 Forfeited Vehicles 29
10.9 Gross Receipts Fee 29

11.0 CHANGES IN OWNERSHIP AND CONFLICTS OF INTEREST 30
11.1 Changes in Ownership 30
11.2 Conflicts of Interest 30

12.0 AMENDMENTS AND CHANGES TO THE AGREEMENT 30

13.0 DISCIPLINE, SUSPENSION AND TERMINATION 30
13.1 Discipline and Suspension 30
13.2 Termination 31

14.0 STANDARD PROVISIONS FOR CITY CONTRACTS 31
14.1 Standard Provisions for City Contracts 31
14.2 Insurance 31
14.3 Retention of Records, Audits and Inspections 31
14.4 No Third Party Beneficiaries 33

15.0 COMPLETE AGREEMENT 33

ATTACHMENTS

ATTACHMENT A – MAP OF LOS ANGELES POLICE DEPARTMENT CENTRAL AREA

ATTACHMENT B – STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. October 2003)

AGREEMENT NUMBER _____
BETWEEN
THE CITY OF LOS ANGELES
AND
VIERTEL'S AUTOMOTIVE SERVICE, INC.
FOR
OFFICIAL POLICE GARAGE
STANDARD-DUTY TOWING AND STORAGE SERVICES
FOR THE LOS ANGELES POLICE DEPARTMENT
CENTRAL AREA

THIS AGREEMENT is entered into by and between the City of Los Angeles (hereinafter referred to as the "City"), a municipal corporation, acting by and through the Board of Police Commissioners (hereinafter referred to as the "Board") and Viertel's Automotive Service, Inc., a California corporation (hereinafter referred to as the "Contractor", or the "Official Police Garage", or the "OPG").

WHEREAS, pursuant to a Request for Proposals process, the City's Evaluation Team determined that Viertel's Automotive Service, Inc., was the best qualified firm to provide standard-duty towing and storage services as an official police garage for the Central Area of the Los Angeles Police Department, and thus recommended that a contract be awarded to Viertel's Automotive Service, Inc.; and

WHEREAS, on May 23, 2000, the Board of Police Commissioners approved the Evaluation Team's recommendation to award a contract to Viertel's Automotive Service, Inc., and forwarded the recommendation to City Council; and

WHEREAS, on June 13, 2000, the City Council approved the Board of Police Commissioners' award of contract for said geographic area to Viertel's Automotive Service, Inc.; and

WHEREAS, on January 13, 2004, the Board of Police Commissioners, and on February 3, 2004, the City Council, approved the prototype agreement applicable to all City official police garages upon which this Agreement is based.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto represent and covenant as follows:

1.0 PARTIES TO THE AGREEMENT, REPRESENTATIVES, AND NOTICES

1.1 Parties to the Agreement

The parties to this Agreement are:

a. City – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

b. Contractor – Viertel's Automotive Service, Inc., a California corporation, having its principal office at 500 N. Center Street, Los Angeles, California 90012.

1.2 Representatives of the Parties

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

a. Unless otherwise stated in this Agreement, the representative of the City will be:

David S. Cunningham III
President
Los Angeles Police Commission
150 North Los Angeles Street, Room 150
Los Angeles, California 90012

With copies to:

Richard M. Tefank
Executive Director
Los Angeles Police Commission
150 North Los Angeles Street, Room 150
Los Angeles, California 90012
Telephone: (213) 485-3531
Facsimile: (213) 485-8861

b. The representative of the Contractor will be:

Robert B. Jones
2nd Vice-President, General Manager
Viertel's Automotive Service, Inc.
500 N. Center Street
Los Angeles, California 90012

Telephone: (213) 687-1003
Facsimile: (213) 687-7195

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) working days of said change.

2.0 TERM OF THE AGREEMENT

The term of this Agreement will commence upon execution by all signatories to this Agreement, and will terminate five (5) years thereafter. The City may, at its sole option, extend the term of the Agreement for up to one (1) additional five (5) year period or any portion thereof, subject to satisfactory performance by the Contractor, and subject to approval by the City Council. This Agreement is subject to the termination provisions herein.

3.0 GENERAL SCOPE OF SERVICES

3.1 General Duties

a. The OPG will respond to and provide standard-duty vehicle towing and storage services upon request by any Police Officer or Traffic Officer employed by the City of Los Angeles or other employee of the City authorized to request such service (hereinafter collectively referred to as "authorized City employee"), including:

- Police officers of the Los Angeles Police Department;
- Police officers of the Port of Los Angeles;
- Police officers of the City of Los Angeles Department of Airports;
- Traffic Officers of the City of Los Angeles Department of Transportation;
- Authorized employees of the City of Los Angeles Department of Building & Safety;

- Authorized employees of the City of Los Angeles Department of Public Works; and
- Authorized employees of the City of Los Angeles Department of Recreation and Parks;
- Representatives of any other City agency that are authorized in the removal of vehicles for the purpose of impound, storage, investigation, or forfeiture.

b. Typical towing situations will include, but are not limited to the removal, towing and storage of: illegally parked vehicles; vehicles disabled as the result of traffic accidents; abandoned vehicles; vehicles seized for evidentiary examination; abated vehicles; and vehicles subject to forfeiture proceedings.

c. Requests for service will be made as to vehicles located on highways, public rights-of-ways, public property, and private property within the Contractor's geographic area of assignment, as specified below.

d. **"Standard-duty"** service is defined as relating to the towing and storage of vehicles weighing 10,000 pounds or less, or that do not otherwise constitute heavy-duty vehicles as defined below.

e. **"Heavy-duty"** service is defined as relating to vehicles possessing one or more of the following:

- three (3) or more axles;
- a gross weight rating in excess of 10,000 GVWR;
- a combination of commercial trailers;
- vehicle is longer than thirty (30) feet in length (including tongue);
- wider than eight (8) feet in width utilizing a fifth wheel hitch or pintle;
- the condition or position of the vehicle to be removed necessitates heavy duty towing equipment.

f. The determination of whether standard-duty or heavy-duty services are required for a given situation is solely within the discretion of the City's impounding employee.

g. The Contractor will not be required to provide heavy-duty towing services under this Agreement.

3.2 Geographic Area of Assignment

a. The Contractor will operate as the official police garage for the Central Area of the Los Angeles Police Department, which is depicted in Attachment A – Map of Los Angeles Police Department Central Area.

b. In the event that the Board, and City Council when required, approve changes to the boundaries of the geographic area of assignment, and the OPG is willing to continue to provide official police garage services within the boundaries of said LAPD geographic area as then defined, the parties hereby agree to amend this Agreement to recognize that thereafter, the LAPD geographic area as then defined is the geographic area of assignment under this Agreement. The foregoing will be the case even if the change in boundaries places the Contractor's primary facility outside of the boundaries of the LAPD geographic area as then defined. The OPG must notify the Board or its designee in writing of the OPG's willingness to provide services within the LAPD geographic area as then defined. The OPG must provide such notice within thirty (30) calendar days of receiving notice from the Board or its designee of the final approval of the change in boundaries by the Board, and City Council when required.

c. In the event that the Board, and City Council when required, approve changes to the boundaries of the geographic area of assignment, and the OPG is unwilling to continue to provide official police garage services for the LAPD geographic area as then defined, the OPG may terminate this Agreement. In such event, the OPG must notify the Board or its designee in writing of the OPG's intention to terminate this Agreement within thirty (30) calendar days of receiving notice from the Board or its designee of the final approval of the change in boundaries by the Board, and City Council when required.

d. As soon as practicable after receiving the OPG's notice of intent to terminate, the City will comply with Los Angeles Municipal Code Section 80.77.4, as it then reads, to provide for official police garage services for the LAPD geographic area as then defined. The OPG will continue to provide services within the boundaries of the geographic area of assignment as now depicted in Attachment A – Map of Los Angeles Police Department Central Area, or if the boundaries of the geographic area of assignment have been previously changed, the OPG will continue to provide services within such previously changed boundaries as last depicted by an Amendment to this Agreement pursuant to Section 3.2(b) above,

until such time as a contract is executed with the successor contractor for the LAPD geographic area as then defined.

The City will notify the OPG in writing at least thirty (30) calendar days in advance of the anticipated date of execution of the new contract with the successor contractor. This Agreement will terminate upon execution of the contract with the successor contractor.

e. The parties acknowledge that if a new LAPD geographic area is created that results in changes to the boundaries of the geographic area of assignment, the City will comply with Los Angeles Municipal Code Section 80.77.4, as it then reads, to provide for official police garage services for that new LAPD geographic area.

f. The OPG must provide the services required under this Agreement within its geographic area of assignment. If the OPG is unable to respond to a specific request for service, the OPG may request another official police garage to respond on the OPG's behalf, provided that the OPG immediately notifies the requesting City agency communications facility of which other official police garage will be responding on the OPG's behalf.

g. The OPG may exceed its geographic area of assignment when responding to a specific request from an authorized City employee.

h The OPG may respond outside of its designated geographic area of assignment at the request of another official police garage responsible for that other area, as provided for above in Section 3.2(f).

i. At the City's sole option, the OPG may be assigned to handle requests for service for a different geographic area on a temporary basis in the event the contractor for such other area is unable to handle the request due to operational or staffing problems, or suspension or termination of their contract.

3.3 Hours of Operation

a. The OPG must respond to calls from authorized City employees twenty-four (24) hours a day, seven (7) days a week within the Maximum Response Time, as defined in Section 3.4 of this Agreement.

b. The OPG's dispatcher must be on duty in the business office of the OPG twenty-four (24) hours a day, seven (7) days a week. The

dispatcher must receive calls from City agencies, dispatch tow units, provide security for stored vehicles, and perform such other towing and storage related services as may be required by the Board or its designee.

c. The OPG's dispatcher must be available to release vehicles between the hours of 7:00 a.m. and 7:00 p.m., seven (7) days a week, and may, at the OPG's sole discretion, release vehicles between the hours of 7:00 p.m. and 7:00 a.m. (referred to as "after-hours"), except as provided for in Section 10.4 of this Agreement.

d. The OPG must provide immediate access to its business office and its storage facilities and to vehicles stored therein, upon request by concerned law enforcement personnel so as to avoid impeding any criminal investigation.

3.4 Maximum Response Time

a. Maximum Response Time is twenty (20) minutes from the time an OPG dispatcher receives a request for service from an authorized City employee until the time the tow unit arrives at the location designated in the request for service, with due consideration given to reasonable delays caused by unusual traffic conditions or other unusual circumstances beyond the reasonable control and without the fault of the OPG. The OPG must keep the requesting City agency communications facility apprised of such delays in response time.

b. Notwithstanding the Maximum Response Time specified above, the OPG must execute requests from the City's Department of Building and Safety to remove abandoned vehicles or vehicle parts from private property within forty-eight (48) hours of the OPG receiving such request.

c. The OPG must advise the City agency requesting service, at the time of the request, if the OPG is unable to respond within the Maximum Response Time or is unable to respond at all. If after accepting the call, the OPG is unable to respond or will be delayed in responding, the OPG must immediately notify the requesting City agency communications facility.

3.5 Priority of Requests

a. The OPG must give first priority to requests for service made by authorized City employees under this Agreement.

b. In the event that multiple City agency requests for service are received at the same proximate time, the OPG dispatcher must assign response priority to the request of the most urgent nature based upon information the OPG's dispatcher has received from the authorized City employees requesting services.

c. "First priority" will be determined as of the time that the request for service is received, and priority will be assigned among the requests for service that the OPG has received but to which the OPG is not already engaged in responding.

3.6 Response to Calls

a. The OPG and its employees responding to a call from an authorized City employee must perform the towing or service required for which they were called. This requirement may be waived by the City's impounding employee if the impounding employee determines that the requested equipment is inadequate for the service to be performed or that the requested service is no longer needed. In the event that service is waived by the City's impounding employee, the OPG will have no further obligation to perform the service initially requested.

b. Repeated failure to respond, repeated failure to meet the Maximum Response Time, refusal to respond, or refusal to perform the required towing or service for which the OPG was called shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension or termination of this Agreement, if deemed appropriate, after written notice and hearing, by the Board or its designee.

3.7 Compliance with Laws, Rules and Regulations

a. The OPG must conduct its business in a lawful manner and must, at all times, comply with all applicable local, state and federal laws, rules and regulations pertaining to official police garages, tow unit operators, and the impound, removal, towing, storage and disposal of vehicles.

b. The OPG must comply with all rules and regulations that may from time to time be promulgated by the Board regarding official police garages.

d. Upon direction by the Board or its designee, the OPG must keep rules and regulations regarding its business as an official police garage posted in a conspicuous place clearly visible to the public at

its primary place of business, and when applicable, at its storage facilities.

Each OPG tow unit operator must have a copy of such specified rules and regulations in his/her possession when operating an OPG tow unit to enable him/her to inform Properly Interested Persons of the OPG's legal authority and responsibilities. The OPG tow unit operator or involved OPG employee must present a copy of such specified rules and regulations for review to the Properly Interested Person in the event of a dispute regarding the removal or storage of the vehicle.

d. The term "Properly Interested Person" as used in this Agreement means the legal owners and their agents, registered owner, lessees and persons last having lawful possession of an impounded vehicle, and who are in possession of the keys to the vehicle and have proper personal identification and present adequate proof of their authority to act on behalf of the legal or registered owner of the impounded vehicle.

e. OPG employees, while acting within the course of their employment, must cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action by law enforcement personnel.

3.8 Demeanor and Conduct

a. The OPG must conduct business in an ethical and orderly manner so as to maintain the confidence of the community. While the OPG is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and because of the inherent potential for conflict in situations involving the removal and storage of vehicles, the OPG and its employees must maintain a fair, impartial, and reasonable attitude and must perform their duties in a courteous manner.

b. The OPG and its managers and employees must extend courtesy and cooperation at all times to the general public, law enforcement officers, and other authorized City employees. The OPG's tow unit operators must abide by the lawful decisions of law enforcement officers and other authorized City employees, and must cooperate in removing, impounding, storing and disposing of vehicles and other related activities.

c. Upon notification to the OPG by the Board or its designee of any complaint of discourtesy or misconduct by an OPG employee, the OPG must investigate such complaint and respond in writing to the Board within ten (10) days of receipt of notice of the complaint. The Contractor's response to the Board must include details about the result of its investigation, and, if the complaint was found to be true, what measures the Contractor took to prevent similar situations and resulting complaints from occurring in the future.

3.9 Timekeeping

The OPG must record the following times pertaining requests for tow service by authorized City employees by means of a computer or time stamp:

1) The time that the request for tow service is received;

2) The time that a tow unit is assigned the call for service and given the location of the requested service;

3) The time that a tow unit arrives at the location of requested service;

4) The time that the tow unit leaves the location of requested service with the vehicle in tow.

5) The time that a tow unit arrives at the OPG facility with the vehicle;

6) The time that vehicle parts or accessories, or unattached personal property is removed from an impounded vehicle; and

7) The time that a vehicle is removed from the Investigative Hold Area, pursuant to Section 4.3 below.

3.10 Towing of City Owned Vehicles

The OPG must tow City owned vehicles without charge to the City as follows:

- Los Angeles Police Department vehicles within the OPG's geographic area of assignment, provided that a tow truck from LAPD's Motor Transport Division is unavailable or unable to respond within thirty (30) minutes.

- City Department of Transportation vehicles within the OPG's geographic area of assignment, provided that a tow truck from the City's Fleet Services Division is not available or unable to respond within thirty (30) minutes.

4.0 FACILITY REQUIREMENTS

4.1 General Requirements

a. All storage facilities must comply with the zoning requirements set forth in Section 12.17.6 of the Los Angeles Municipal Code, and all other local, state and federal laws and regulations applicable to the proposed use.

b. All storage facilities must have landscaping that conforms to general aesthetic and environmental concerns.

c. All storage facilities must be inspected and approved by the Board or its designee prior to use by the OPG.

d. All towed and impounded vehicles must be maintained within the confines of the OPG storage facility and not upon the public streets, sidewalks, or public property.

e. The OPG must maintain a primary place of business and storage facilities, as specified in this Agreement, throughout the term of the Agreement. The OPG must notify LAPD in writing at least ninety (90) days prior to the anticipated expiration or termination of a lease, or initiation of any eviction proceeding relating to the OPG's primary place of business or any of its storage facilities, or any other anticipated loss of ownership, possession or control of such place of business or storage facility. The notice must also include documentation evidencing that the OPG will acquire a substitute site that complies with this Agreement in order to continue performing under this Agreement without interruption.

4.2 Business Office and Primary Storage Facility

a. The OPG must maintain a primary place of business located within the geographic area of assignment, except as provided for under Section 3.2(b) above. The primary place of business must include an adequate business office and a Primary Storage Facility adjacent to the business office.

b. The Primary Storage Facility must be enclosed and have a sufficient number of spaces and be capable of accommodating the storage of the following vehicles:

1) All vehicles appraised as having a value in excess of four thousand dollars ($4,000), commonly referred to as "high-dollar value vehicles", or such value as may otherwise be specified in California Civil Code Section 3071.
2) All vehicles bearing modified equipment or cargo valued in excess of one thousand dollars ($1,000).
3) All vehicles being held for criminalistic or evidentiary examinations (hereinafter referred to as "evidentiary hold vehicles").

c. A Primary Storage Facility must be paved, clean, and fenced for maximum security, and must be lighted during hours of darkness to afford distinct visibility to all portions of the facility.

d. The OPG must implement and maintain in proper working order security measures at the Primary Storage Facility to prevent the loss or theft of vehicle parts and accessories and personal property.

e. Unobstructed access must be provided to any stored vehicle. Vehicles must be parked and separated so as to preclude the possibility of damage.

f. The location where a vehicle is stored within a Primary Storage Facility must be accurately recorded on the OPG's impound records for such vehicle.

4.3 Primary Storage Facility - Investigative Hold Area and Evidentiary Hold Vehicles

a. The Primary Storage Facility must have a segregated, designated and enclosed area for the storage of vehicles held for criminalistic and/or evidentiary examination (hereinafter referred to as "Investigative Hold Area).

b. The Investigative Hold Area's storage capacity must be sufficient to fulfill the maximum expectations of the respective detective division(s) being served within the geographic area of assignment. The Board or its designee will determine the minimum storage capacity required.

c. The Investigative Hold Area must be isolated from other storage areas, must be covered and must protect stored vehicles from the natural elements (e.g., sun, rain, wind, etc.).

d. The Investigative Hold Area must be enclosed, secured, locked, and posted so as to prohibit entry by unauthorized persons.

e. The OPG must ensure that the only persons who enter the Investigative Hold Area are authorized OPG employees or concerned law enforcement personnel. The OPG must ensure that no one else enters the Investigative Hold Area, unless they are accompanied by the responsible investigator or their designee.

f. The OPG must ensure that all authorized persons who enter the Investigative Hold Area record the following information in a log provided by the OPG:

1) name;
2) serial number;
3) rank;
4) department/division of assignment;
5) date and time of entry
6) date and time of exit;
7) reasons for entering the area;
8) identity of any vehicle that was the subject of the entry; and
9) description of any item that was removed from any vehicle by any concerned law enforcement personnel that accessed the vehicle.

g. The OPG must maintain and secure the log and must make it available for viewing by the Board or its designee, or by any concerned law enforcement personnel upon request.

h. OPG employees may not remove vehicle parts or accessories or personal property from vehicles being held for criminalistic and/or evidentiary purposes.

i. Vehicles stored in an Investigative Hold Area may not be removed from the area until removal is authorized by the responsible investigator or the LAPD Area Vehicle Coordinator.

j. Once an Investigative Hold has been released on a vehicle, the vehicle must be immediately removed from the Investigative Hold Area. The date and time of removal from the Investigative hold Area and the identity of the OPG employee removing the vehicle must be recorded on OPG records for the vehicle involved.

k. All records relating to vehicles held for criminalistic and/or evidentiary examination at any time are confidential and the OPG may not release or disclose the contents of such records to anyone other than concerned law enforcement personnel without written authorization from the concerned investigator or unless release or disclosure is otherwise required by law.

4.4 Secondary Storage Facilities

a. The OPG may also maintain one or more Secondary Storage Facilities. A Secondary Storage Facility is a designated location to be used by the OPG as a yard or lot for the temporary storage of certain impounded vehicles as specified below.

b. All Secondary Storage Facilities must be located within five (5) miles of the boundaries of the geographic area of assignment under this Agreement, unless waived by the Board or its designee.

c. A Secondary Storage Facility may only be used to store vehicles with an appraised value of four thousand dollars ($4,000) or less (commonly referred to as "low-dollar value vehicles"), or such value as may otherwise be specified in California Civil Code Section 3072.

d. A Secondary Storage Facility may be used for emergency temporary storage of vehicles with an appraised value over four thousand dollars ($4,000) only with the prior approval of the Board or its designee. However, in such cases an attendant must be on duty twenty-four (24) hours a day, seven (7) days a week, at the Secondary Storage Facility to provide security for the vehicles.

e. A Secondary Storage Facility must have sufficient capacity to accommodate the storage needs of the geographic area of assignment. The City and the OPG will meet to determine the necessary capacity, based on prior use of a Secondary Storage Facility and trends in levels of service required for the geographic area of assignment.

f. A Secondary Storage Facilities must be clean and fenced for maximum security and must be lighted during the hours of darkness to afford illumination of all stored vehicles.

If the OPG uses a Secondary Storage Facility for emergency temporary storage of high dollar value vehicles pursuant to Section 4.4 (d) above, any portion of the Secondary Storage Facility used

to store such high dollar value vehicles must be paved prior to storage of such vehicles.

g. The OPG must implement and maintain in proper working order security measures at all Secondary Storage Facilities to prevent the loss or theft of vehicle parts and accessories and personal property.

h. Unobstructed access must be provided to all stored vehicles. Vehicles must be parked and separated so as to preclude the possibility of damage.

i. The location where a vehicle is stored within a Secondary Storage Facility must be accurately recorded on the OPG's impound records for such vehicle.

j. Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.

k. Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of receipt of a request to do so by concerned law enforcement personnel.

4.5 Satellite Secondary Storage Facilities

a. The OPG may also maintain one or more Satellite Secondary Storage Facilities. A Satellite Secondary Storage Facility is a designated site located beyond five (5) miles of the boundaries of the OPG's geographic area of assignment under this Agreement, to be used by the OPG as a yard or lot for the temporary storage of certain impounded vehicles as specified below.

b. Satellite Secondary Storage Facilities may only be used to store vehicles with an appraised value of four thousand dollars ($4,000) or less.

c. Satellite Secondary Storage Facilities must be fenced for maximum security and must have security measures in place to prevent the loss or theft of vehicle parts and accessories and personal property.

d. If the OPG utilizes an approved Satellite Secondary Storage Facility, the OPG must comply with the following:

1) Systematically segregate stored vehicles by the respective OPG when a Satellite Secondary Storage Facility is shared by two or more official police garages or other towing entities.
2) Distinctly sequester this OPG's vehicles from other activities at the facility when the facility conducts business other than storage of official police garage vehicles, and ensure that access to the stored vehicles is separate from that of other business operation(s).
3) Provide unobstructed access to all stored vehicles. Park and separate vehicles so as to preclude the possibility of damage.
4) Accurately record the location where a vehicle is stored within a Satellite Secondary Storage Facility in the OPG's impound records for such vehicle.
5) Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.
6) Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of receipt of a request to do so by concerned law enforcement personnel.
7) Upon receipt of a law enforcement agency representative's request to inspect a vehicle at the Satellite Secondary Storage Facility, the OPG must clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

e. Upon written application by the OPG showing good cause, the Board or its designee, at its sole discretion, may waive any of the requirements of this Section 4.5.

4.6 Statutory Hold Vehicles

a. A "Statutory Hold Vehicle" (hereinafter also referred to as "statutory holds") is a vehicle being held for any of the following:

- Vehicle Code §10751 - *altered identification number*
- Vehicle Code §14607.6 - *subject to forfeiture regarding license status of driver*
- Vehicle Code §22651(i) - *unpaid parking citations*
- Vehicle Code §22651(j) - *no evidence of registration*
- Vehicle Code §22651(o) - *no current registration*
- Vehicle Code §22651(p) - *unlicensed driver*
- Vehicle Code §23109.2 - *speed contest*
- Los Angeles Municipal Code §41.70 - *prostitution*

- Los Angeles Municipal Code §41.70.1 - *purchasing of controlled substances*
- Los Angeles Municipal Code §41.70.2 - *speed contest*
- Los Angeles Municipal Code § 41.70.3- *illegal dumping*

b. Statutory holds need not be stored in the Investigative Hold Area, but may be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistic and/or evidentiary examination.

c. OPG employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold.

d. A statutory hold vehicle will not be available for release until authorized by the concerned law enforcement personnel or the LAPD Area Vehicle Coordinator.

5.0 STAFFING AND EQUIPMENT REQUIREMENTS

5.1 Staffing Requirements

a. The OPG must ensure that a sufficient number of dispatchers and tow unit operators are available twenty-four (24) hours a day, seven (7) days a week to meet the needs of all City agencies that rely upon the OPG for tow service, within the Maximum Response Time specified in this Agreement.

b. The OPG must ensure that a sufficient number of personnel are available to meet the needs of all City agencies that rely upon the OPG for tow services under this Agreement, and to release or dispose of vehicles in a timely manner.

c. The OPG must ensure that all of its employees providing services under this Agreement are properly trained, qualified and competent, and possess the proper licenses and certification required for the responsibilities they fulfill. The OPG must maintain records to substantiate compliance with this provision, and must make such records available to the Board or its designee upon request.

d. Dispatchers and other OPG employees providing service under this Agreement must display their first names conspicuously on their clothing.

e. Tow unit operators must wear a uniform approved by the Board or its designee when acting within the scope of their OPG employment under this Agreement. Tow unit operators must wear their name insignia attached in a conspicuous place on their uniform.

f. Tow unit operators must identify themselves upon request to any authorized City employee or police officer by providing their full, correct name. Upon request by the general public, tow unit operators need only identify themselves by providing their first name, employing OPG name, and employee identification number (if available).

g. The OPG must conduct background investigations, to the extent permitted by law, on each person employed or to be employed by the OPG, and must provide to the City, Board or its designee, the results of said background investigations. The OPG shall provide the results of said background investigations for persons already employed, within thirty (30) calendar days of the date of execution of this Agreement. The OPG must provide the results of such background investigations on future hires or rehires, prior to employing such person.

h. The Board or its designee may conduct its own background investigations, to the extent permitted by law, on all OPG employees providing services under this Agreement.

i. The OPG agrees to remove personnel from performing work under this Agreement if requested to do so by the Board or its designee.

5.2 Equipment Requirements

a. The OPG must ensure that a sufficient number of tow units are available to meet the needs of all City agencies that rely upon the OPG for tow service.

b. The OPG must maintain a sufficient number of tow units to meet the needs of the geographic area of assignment, based on, but not limited to the size of the geographic area, history of levels of service requested, history of response times, and response delay complaints. If the Board or its designee determines that the number of tow units maintained by the OPG is inadequate to meet the documented needs of the geographic area, the Board or its designee will meet with the OPG to determine the necessary number of units and the OPG will maintain the specific quantity of tow units determined at that time.

c. Each tow unit must be equipped with contemporary equipment to minimize damage to the towed vehicle, and such other equipment as may be required by the Board or its designee and the California Vehicle Code, including but not limited to the equipment specified in Section 27700 of the California Vehicle Code.

d. Each tow unit must be painted and marked as prescribed by the Board or its designee and the California Vehicle Code, including but not limited to Section 27907 of the California Vehicle Code.

e. The OPG must equip and maintain tow units and other equipment covered under this Agreement in accordance with all applicable local, state and federal laws and regulations, and consistent with industry standards and practices. The OPG must maintain records to substantiate compliance with this provision, and must make those records available to the Board or its designee upon request.

5.3 Communications and Computer Equipment

a. The OPG's primary facility must have two-way radio communications equipment or other similar communications equipment capable of communicating with its tow unit operators, that is monitored twenty-fours (24) hour a day, seven (7) days.

b. The OPG dispatcher's office must be equipped with a telephone line dedicated solely to receiving telephonic requests for towing and storage services from authorized City employees.

c. Each tow unit must be equipped with two-way radio communications equipment capable of communicating with the OPG dispatcher.

d. Tow units may be equipped to monitor "police calls" while acting within the course and scope of their OPG responsibilities provided that a permit for such monitoring has been obtained from the Chief of Police pursuant to Section 52.44 of the Los Angeles Municipal Code.

e. In the event that the City implements a process for official police garages to access the City's Ticket Information Management System (TIMS), the OPG will provide and maintain a personal computer of sufficient capacity to access TIMS to determine the scofflaw status of all vehicles prior to release. Such personal computer must be supported by a modem and dedicated telephone line.

5.4 Equipment at OPG's Expense

The equipment specified in this Section 5.0 must be provided and maintained by the OPG at the OPG's own expense.

6.0 PROTECTION AND HANDLING OF VEHICLES, VEHICLE PARTS AND ACCESSORIES, AND UNATTACHED PERSONAL PROPERTY

6.1 Impound Reports

a. The OPG tow unit operator must complete and sign the necessary portions of the Impound Report (CHP Form 180) provided by the City employee who impounded the vehicle. The original Impound Report must be retained by the City impounding employee.

b. The OPG must record the vehicle release information in the appropriate space provided in the OPG's copy of the Impound Report.

6.2 Inventory at Location Vehicle Was Impounded

The OPG's tow unit operator must inventory every vehicle to be impounded at the location where the vehicle was originally impounded, and must document such inventory on a form approved by the Board or its designee.

6.3 Protection and Handling of Vehicles and Vehicle Parts and Accessories

a. The OPG must protect each impounded vehicle and the vehicle's parts and attached accessories until such time as the vehicles have either been released to a Properly Interested Person or have been disposed of through legal process.

b. The OPG's employees may **not** remove vehicle parts and attached accessories from an Evidentiary Hold vehicle.

c. OPG employees may remove vehicle parts and attached accessories for safekeeping from other non-evidentiary hold vehicles. The OPG must implement procedures and controls to ensure that when an OPG employee removes vehicle parts or attached accessories for safekeeping, the following occur:

1) The OPG employee who removes vehicle parts or attached accessories records a description of the removed vehicle parts or attached accessories on the corresponding copy of the Impound Report and the OPG's vehicle inventory form.

2) The OPG employee who removes vehicle parts or attached accessories informs OPG office personnel responding to public inquiries that vehicle parts or attached accessories have been removed from the vehicle.

3) The OPG employee who removes vehicle parts or attached accessories individually packages and identifies the vehicle parts or attached accessories that were removed.

4) OPG employees properly store vehicle parts or attached accessories so as to preclude loss, theft or damage.

5) OPG employees inform Properly Interested Persons that parts or attached accessories have been removed and how they may obtain possession of such property.

6) OPG replaces the vehicle parts and accessories that were removed to restore the vehicle to its original state within twenty-four (24) hours of the time tow and storage fees have been paid; and repairs any damage caused by the original removal or replacement as soon as possible after tow and storage fees have been paid.

   If the repairs under this subsection will take longer than twenty-four (24) hours after payment of fees to complete, the OPG must accommodate the Properly Interested Party if they request that the vehicle be released to the Properly Interested Party prior to completion of the repairs and returned later to the OPG for completion of the repairs.

d. The OPG is responsible for releasing impounded vehicles that are available for release.

e. Criminalistic and evidentiary hold vehicles and statutory hold vehicles will **not** be available for release until authorization has been given to the OPG by the concerned investigator or the LAPD Area Vehicle Coordinator and such authorizing person has provided their name and serial number to the OPG. The OPG must note in its records the name and serial number of the investigator or Area Vehicle Coordinator who authorized release of each criminalistic, evidentiary or statutory hold vehicle.

6.4 Protection and Handling of Unattached Personal Property

a. The OPG must safeguard all articles of unattached personal property in impounded vehicles in accordance with applicable law.

b. The OPG must maintain a record of the identity of all persons who have entered a stored vehicle for the purpose of accessing unattached personal property. The record must also include the date of entry and a description of any property removed.

c. OPG employees may remove unattached personal property for safekeeping only from vehicles available for release and statutory hold vehicles.

d. The OPG must implement procedures and controls to ensure that when an OPG employee removes unattached personal property for safekeeping, the following occur:

   1) The OPG employee who removes unattached personal property records a description of the removed property on the corresponding copy of the Impound Report and the OPG's vehicle inventory form.

   2) The OPG employee who removes unattached personal property informs OPG office personnel responding to public inquiries that personal property has been removed from the vehicle.

   3) The OPG employee who removes unattached personal property individually packages and identifies each item of unattached personal property that is removed from a vehicle.

   4) OPG employees store the unattached personal property in a secure location so as to preclude loss, theft or damage.

   5) OPG employees inform Properly Interested Persons that property has been removed and how they may obtain possession of that property.

e. The OPG must post and maintain in a conspicuous place, clearly visible to the public, at its business office and its primary storage facility, a notice outlining the procedures for Properly Interested Persons and others who have ownership of or the right to remove unattached personal property from a vehicle, or to view and

photograph a vehicle stored in any of the OPG's facilities. Said notice outlining procedures for access must be approved by the Board or its designee prior to being implemented or posted by the OPG, and must include, but not be limited to the following information:

1) Assuming access is not otherwise prohibited or restricted, the OPG must provide access to the vehicle and vehicle parts and accessories for viewing and photographing, and to unattached personal property for removal during the OPG's normal business hours and within thirty (30) minutes of the request when the vehicle is stored in the Primary Storage Facility or within two (2) hours if the vehicle is stored in a Secondary Storage Facility. Access must be provided within twenty-four (24) hours, excluding weekends and holidays, of such a request when the vehicle is stored in a Satellite Secondary Storage Facility.
2) Access to criminalistic or evidentiary hold vehicles will be provided only if accompanied by the concerned investigator or their designee.
3) The proof of authority to access the vehicle that is required and the proof of identification that is required.

7.0 LIENS

7.1 Probable Cause

The authorized City employee who is impounding the vehicle will be responsible for establishing that "probable cause" exists to conduct the impound, and attaching of any lien will be determined by applicable law.

7.2 Liens

a. The OPG will be governed by the provisions of California Vehicle Code Section 22851 *et seq.*, with regard to all liens on stored vehicles.

b. At least seven (7) days prior to a "long-lien sale", as described in Vehicle Code Section 22851.4, the OPG must furnish a list of said lien sale vehicles to LAPD's Burglary-Auto Theft Division.

8.0 ADDITIONAL POSTING REQUIREMENTS

The OPG must comply with the following posting requirements, in addition to any other provisions in this Agreement requiring the OPG to post notices or other information at its primary place of business and its storage facilities.

8.1 Business Identification

The OPG must display at its business office and at its primary and secondary storage facilities, the OPG's business name, address and phone number, and the OPG's business hours. The lettering must be a minimum of two inches (2") in width and six inches (6") in height. The display must be clearly visible and legible from the street at all times, including during the hours of darkness.

8.2 Fees and Rates

The OPG must post Board-approved fees and rates in a conspicuous place, clearly visible to the public, in its business office and any or other place of business where customer financial transactions take place. The letters on such sign must be a minimum of one inch (1") high with one-quarter inch (¼") stroke. The letters must be a contrasting color from the background. Any change in fees and rates approved by the Board will become effective as of the date specified by the Board or its designee, and must be posted by the OPG on the effective date.

8.3 Notice Regarding Vehicle Code Section 22850.3

The OPG must post the notice required by Section 22850.3 of the California Vehicle Code, in a conspicuous place clearly visible to the public at its business office and at all of its storage facilities. The notice must inform the public that a vehicle placed in storage pursuant to Vehicle Code Section 22850 may be released only on proof of current registration or, at the discretion of the impounding agency, upon the issuance of a notice to appear for the registration violation by the impounding agency that caused the vehicle to be stored. The notice to appear must specify the name and telephone number of the City impounding agency.

8.4 Impound Hearings

a. The OPG must post the Vehicle Impound Hearing Rights Sign (LAPD Form 16.27.3) in a conspicuous location, clearly visible to the public, at its business office and its Primary Storage Facility.

b. The OPG must provide a Vehicle Impound Hearing Rights Notice (LAPD Form 16.27.4) to be used to request an impound hearing,

and written directions indicating the location of the appropriate law enforcement agency facility at which an impound hearing may be requested, to any person who has had a vehicle impounded and who wished to request an impound hearing.

9.0 REPORTING REQUIREMENTS

9.1 Weekly Reports

a. The OPG must provide a written report to its LAPD Area Vehicle Coordinator and its Department of Transportation Vehicle Information Processing Unit (hereinafter "DOT VIPU") on a weekly basis containing the following information for the immediately preceding week:

1) All vehicles originally impounded by all City agencies (with the corresponding agency identified as to each vehicle), that have remained in storage beyond seven (7) calendar days.

2) All vehicles originally impounded with a criminalistic and/or evidentiary hold that have remained in storage with a hold beyond seven (7) calendar days.

3) All vehicles sold during the preceding week in accordance with statutorily approved lien procedures.

b. The OPG must provide a written report to the Board's Commission Investigation Division on a weekly basis containing a list of all vehicles for which vehicle identification or ownership is unknown, that have been in storage more than seven (7) calendar days and a detective has not responded to the OPG facility to identify the vehicle or there has otherwise been no response by the concerned impounding City agency.

9.2 Monthly Reports

The OPG must submit a written OPG Monthly Report by the fifteenth (15^{th}) calendar day of each month to the Board or its designee. The OPG's representative specified in Section 1.2 of this Agreement must sign the OPG Monthly Report. The report must contain the following information for the immediately preceding month:

1) The total number of vehicles impounded by City agencies under this Agreement, with a breakdown of the number of

vehicles impounded by LAPD, LADOT and Other City Agencies.

2) List of all employees that were employed by the OPG during the previous month, along with each employee's position and the license or certificate numbers applicable to any employee by virtue of their duties and responsibilities for the OPG.

3) Identification and an explanation of each tow requiring in excess of one (1) hour, calculated from the time the tow unit actually proceeds to a call for service until the time the tow unit arrives at the Primary Storage Facility.

4) All instances involving the sale or disposal of a formerly stored vehicle or vehicle part or accessory to an individual known to the OPG or the OPG's employees as a City employee.

10.0 FEES AND RATES

10.1 General Requirements Regarding Fees and Rates

a. The fees and rates charged by the OPG for the removal and storage of vehicles that the OPG has towed and stored as a result of this Agreement may not exceed the fees and rates established by the Board.

b. Except as provided by the Board, the OPG may not charge additional fees for special equipment or service necessary to prepare vehicles for removal.

c. The OPG may not charge for routine services required by the Vehicle Code, such as providing flares, sand and cleanup at the scene of a traffic accident.

d. The City will not provide any compensation to the OPG for towing or storage services rendered under terms of this Agreement. The owner of an impounded vehicle is responsible for such charges. Said charges become a lien against the impounded vehicle, as provided by law. Notwithstanding the foregoing, if the OPG is lawfully entitled to collect any fee from the owner of an impounded vehicle and an authorized City employee directs that the fee not be assessed against the owner (such as when it is determined that probable cause to impound did not exist), the City will pay such fees to which the OPG was legally entitled.

e. The parties acknowledge that the OPG's business may include towing and storage services provided at the request of other non-City agencies or other private parties that are not provided under this Agreement (hereinafter collectively referred to as "non-City tows"). If the OPG provides services for non-City tows, the OPG may not charge fees and rates for such non-City tows in excess of the rates and fees approved by the Board for services rendered under this Agreement. The OPG must file with the Board a schedule of fees and rates for each service offered for non-City tows. The OPG may only charge the fees and rates specified in such schedule for non-City tows. The OPG must provide a copy of the applicable City or non-City tow and storage rates to any member of the public or any concerned City agency personnel upon request.

f. The OPG must prepare a bill itemizing all services rendered for each impounded vehicle. The OPG must provide such itemized bill to the Properly Interested Person requesting release of the vehicle, and to any concerned City agency personnel upon request.

g. The OPG may not enter into an agreement with a City employee to diminish or eliminate legally assessed vehicle removal or storage fees.

10.2 Fees and Rates – Removal (Towing)

a. Removal (towing) fees must be based on an hourly rate for the time actually consumed. The terms "removal" and "towing" fees are used interchangeably in this Agreement and refer to the same fee. The time for calculating the removal fees commences at the time a tow unit actually proceeds to a call for service and terminates at the time the tow unit arrives at the OPG's Primary Storage Facility.

b. The removal fee for the first hour or fraction thereof will be at the rate specified by the Board. The removal fee for each additional one-half (½) hour or fraction thereof over the first hour will be one-half (½) of the rate for the initial hour.

c. Vehicles may not be taken directly from the scene of the impound to any Satellite Secondary Storage Facility without prior written approval by the Board or its designee.

10.3 Fees and Rates – Storage

a. The time for calculating the storage fees will commence at the time the impounded vehicle arrives at the OPG's storage facility.

Storage fees will be based on a daily rate, provided however, that if a request for release of a vehicle is made within twenty-four (24) hours after the vehicle is placed in storage, no charge exceeding that for one (1) day of storage will be made.

b. If the request for release of a vehicle is made more than twenty-four (24) hours after the vehicle is placed in storage, fees may be imposed on a full calendar day basis for each day, or part thereof, the vehicle is in storage. The daily rate extends from midnight to midnight.

c. Notwithstanding Subsections (a) and (b) above, when a request for release is made within the first hour of storage, the storage fee will be waived.

10.4 After-Hours Release Charges Prohibited

a. Charges for releasing vehicles "after-hours" are prohibited.

b. Notwithstanding the provisions of Section 3.3(c) of this Agreement, any vehicle impounded from a public street in connection with a special event, as designated by the Board or its designee, must be available for release for a minimum period of four (4) hours following the conclusion of the special event, regardless of the OPG's normal hours of business for release of vehicles. No after-hours release charges may be assessed.

10.5 Vehicle Release Fee

a. The OPG must collect and remit to the City the Vehicle Release Fee as required by Section 80.77.1 of the Los Angeles Municipal Code, and must comply with all the requirements of said Section 80.77.1.

b. Failure of the OPG to comply with all the requirements of Los Angeles Municipal Code Section 80.77.1 shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension or termination of this Agreement as provided for in Section 13.0 of this Agreement.

10.6 Parking Occupancy Tax

a. The OPG must collect and remit to the City the Parking Occupancy Tax as required by Section 21.15.4 of the Los Angeles Municipal Code, and must comply with all the requirements relating to such

Parking Occupancy Tax pursuant to Los Angeles Municipal Code Sections 21.15.1 through 21.15.14.

b. Failure of the OPG to comply with all the requirements of Los Angeles Municipal Code Section 21.15.1 *et seq.*, shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension or termination of this Agreement as provided for in Section 13.0 of this Agreement.

10.7 Lien Sale Vehicles

a. Vehicles impounded at the request of City agencies under this Agreement valued over three hundred dollars ($300) that are abandoned and/or unclaimed by their owners are exempt from the City's Vehicle Release Fee in accordance with the provisions set forth in Section 10.5 of this Agreement.

b. The balance of all outstanding fines for parking citations will be added to the account of each lien sale vehicle, and must be remitted to the City as a secondary lien holder from surplus lien sale monies in the manner prescribed by State law.

10.8 Forfeited Vehicles

a. The OPG must remit to the City all the moneys due the City from the proceeds of the sale of vehicles forfeited as a nuisance pursuant to local or State law.

b. Failure of the OPG to comply with all the requirements of local or State law relating to sales of forfeited vehicles shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension or termination of this Agreement as provided for in Section 13.0 of this Agreement.

10.9 Gross Receipts Fee

a. Pursuant to Section 80.77.4.D of the Los Angeles Municipal Code, the OPG must pay to the City a fee equal to seven percent (7%) of the gross revenue (hereinafter referred to as "Gross Receipts Fee") generated as a result of its activities as an official police garage, including but not limited to revenues generated from towing, storage, sale of lien sale vehicles, and sale of forfeited vehicles, but does not include revenues obtained through activities related to non-City tows.

b. Failure of the OPG to comply with the requirements of Los Angeles Municipal Code Section 80.88.4.D shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension or termination of this Agreement as provided for in Section 13.0 of this Agreement.

11.0 CHANGES IN OWNERSHIP AND CONFLICTS OF INTEREST

11.1 Changes in Ownership

Any sale or transfer of a majority of either the ownership interest or stock, except public share stock, of the OPG, or any establishment of a trust, gift or other similar legal device which transfers ownership or control of the OPG shall be subject to the prior approval of the Los Angeles City Council, which shall consider any recommendation of the Board. Failure to comply with this Section 11.1 shall result in immediate termination of this Agreement as provided for in Section 13.0 of this Agreement.

11.2 Conflicts of Interest

The OPG, its owners, officers, or principals may not own or have a controlling ownership interest in any automobile dismantling or wrecking yard, automobile body shop or repair shop, used car business, or any other automobile related business other than an automobile towing and related garage business. Failure to comply with this Section 11.1 shall result in immediate termination of this Agreement as provided for in Section 13.0 of this Agreement.

12.0 AMENDMENTS AND CHANGES TO THE AGREEMENT

Any change in the terms of this Agreement, including changes in the services to be performed by the OPG and extension of the term, agreed to by the parties, must be incorporated into this Agreement by a written amendment, properly executed and signed by the persons authorized to bind the parties thereto.

13.0 DISCIPLINE, SUSPENSION AND TERMINATION

13.1 Discipline and Suspension

The OPG may be disciplined or suspended from providing services under this Agreement for a specified period of time if the Board or its designee determines that the OPG has operated in violation of the law or any rule

or regulation of the Board relating to official police garages, or has otherwise failed to perform satisfactorily under this Agreement, after written notice and hearing by the Board or its designee.

13.2 Termination

a. This Agreement may be terminated pursuant to Section 3.2 of this Agreement.

b. The Board or its designee may terminate this Agreement at any time for cause after written notice and hearing by the Board or its designee. The Board or its designee will provide the OPG with thirty (30 days) written notice of the termination. Such notice will specify the effective date of the termination. In the event of such termination for cause, the City may avail itself of all rights and remedies at law or equity.

14.0 STANDARD PROVISIONS FOR CITY CONTRACTS

14.1 Standard Provision for City Contracts

The OPG will comply with the *Standard Provisions for City Contracts* (Rev. October 2003), attached hereto as Attachment B and incorporated herein by this reference.

14.2 Insurance

The OPG must at all times during the term of this agreement maintain the types and amounts of insurance specified in Attachment B – *Standard Provisions for City Contracts*. Said insurance must protect the OPG and the City against any and all damages resulting from the OPG's activities as an official police garage.

14.3 Retention of Records, Audits and Inspections

a. The OPG must retain all records generated or kept by the OPG in performance of this Agreement in an accessible location and for the period prescribed by law for that particular record. If a period of retention for a particular record is not otherwise prescribed by law, the OPG must retain the record pursuant to Section PSC-22 of the *Standard Provisions for City Contracts* (Attachment B).

b. All relevant OPG records, equipment and storage facilities are subject to periodic inspection by the Board or its designee, or other concerned City personnel, to determine if the OPG is in compliance

with applicable laws, rules and regulations and with the requirements of this Agreement, without notice, twenty-four (24) hours a day, except as otherwise specified below in Subsection (c).

c. The OPG must make available for examination or audit by any representative of the City or the Board, all data and records, including computer data files, related to the towing or storage services provided under this Agreement (collectively referred to the "Essential Records"). Essential Records must be made available without notice, twenty-four (24) hours a day, and as often as the City may deem necessary.

The OPG must make available for examination or audit by any representative of the City or Board, all other records of the OPG relating to all matters covered by this Agreement, including, but not limited to receipts, personnel files, and payroll and accounting data (collectively referred to as "Supplemental Records"). Supplemental Records must be made available as soon as possible during normal business hours upon request made to the OPG's management staff.

The records specified herein must be made available at the OPG's primary place of business within the geographic area of assignment. Nothing herein shall limit access to records by law enforcement personnel as provided for in Section 3.3(d) of this Agreement.

d. The OPG and its employees must not interfere with, prevent, or refuse to permit concerned law enforcement personnel or representatives of the Board or the City to make an examination or inspection of any premises maintained by the OPG in the course of its business, for the purpose of determining whether the OPG is complying with all applicable laws, rules and regulations and with the requirements of this Agreement.

e. No person shall interfere with, prevent, or refuse to permit concerned law enforcement personnel or representatives of the Board or City to make an examination, inspection or copy of any record kept by the OPG. The OPG must permit said law enforcement personnel or representatives of the Board or City to make copies of business records at the OPG's place of business, or to remove business records for the purpose of reproduction.

14.4 No Third Party Beneficiaries

This Agreement does not create or confer any third party rights, and as such, there are no third party beneficiaries under this Agreement.

15.0 COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

[Signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES

By: _____
DAVID S. CUNNINGHAM III
President
Board of Police Commissioners

Date: 7-13-04

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
MARCIA GONZALES-KIMBROUGH
Deputy City Attorney

Date: 9-10-04

ATTEST:
J. MICHAEL CAREY, City Clerk

By: _____
Deputy City Clerk

Date: 9-10-04

VIERTEL'S AUTOMOTIVE SERVICE, INC.

By: _____
BONNIE VIERTEL
President

Date: 7-19-04

VIERTEL'S AUTOMOTIVE SERVICE, INC.
(2nd Corporate Officer)

By: _____
ROBERT B. JONES
2nd Vice President, General Manager

Date: 7/16/04

City Business License Number: 470947-01

IRS Federal Tax ID Number: 95-2664387

City Agreement Number: C-107278

State of Colorado

County of Jefferson

The foregoing instrument was acknowledged before me this July 19, 2004 by Bonnie Viertel.

Notary Public

My commission expires: My Commission Expires 08/02/2004

Official Police Garage
Standard-Duty Towing and Storage
Service Agreement

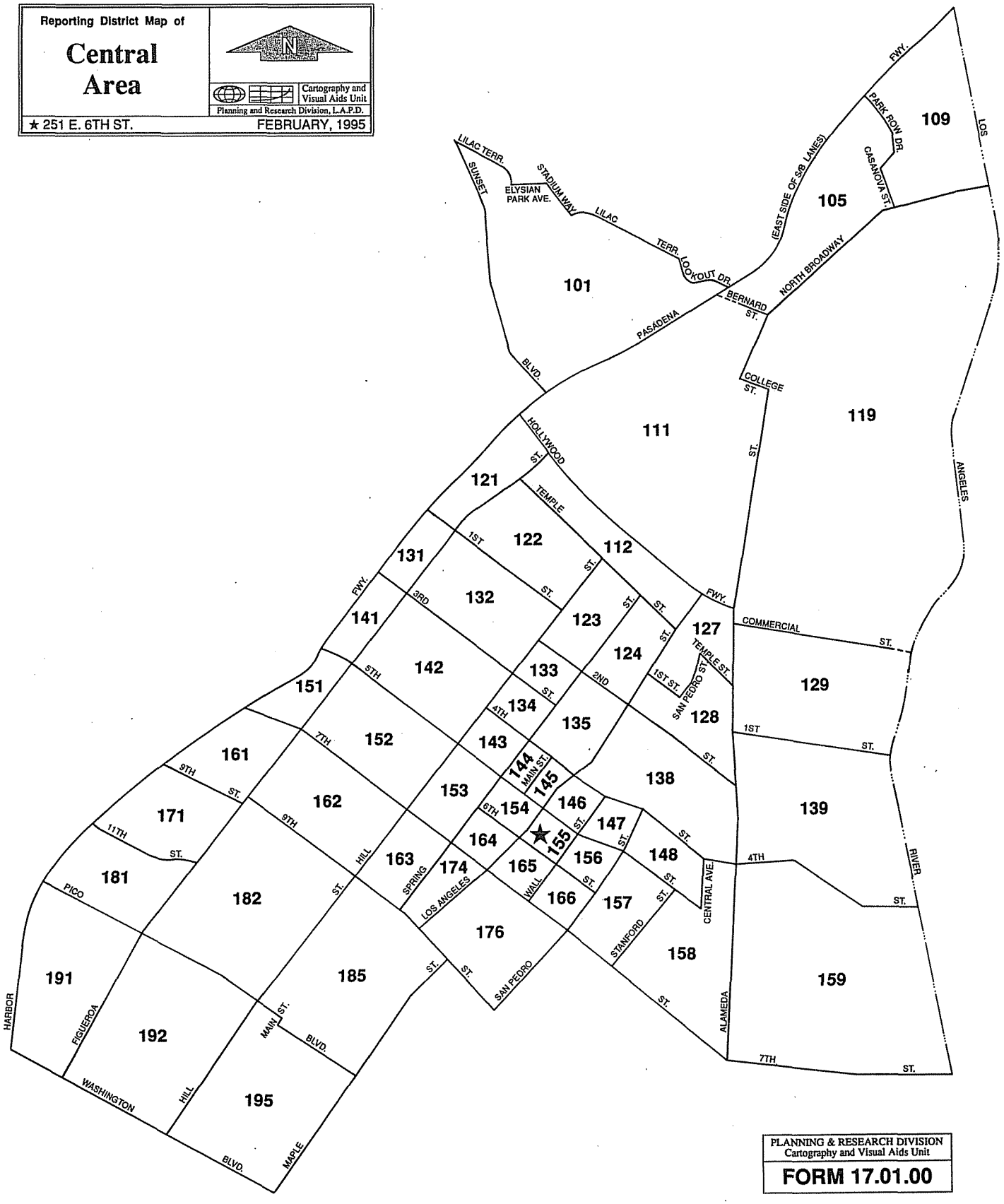
City of Los Angeles
Los Angeles Police Department
Central Area

Viertel's Automotive Service, Inc.

NOTE: The original signature page for this contract containing the embossed seal of David Calvert, Notary Public, State of Colorado, is on file with the Los Angeles City Clerk.

ATTACHMENT A

MAP OF LOS ANGELES POLICE DEPARTMENT CENTRAL AREA



PLANNING & RESEARCH DIVISION
Cartography and Visual Aids Unit

FORM 17.01.00

Recyclable and made from recycled waste.



FEBRUARY 1995

Recyclable and made from recycled waste.

ATTACHMENT B

STANDARD PROVISIONS FOR CITY CONTRACTS
(Rev. October 2003)

ATTACHMENT B
STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein.

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or the **CONTRACTOR**. The word **"CONTRACTOR"** or **"CONSULTANT"** herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one **CONTRACTOR/CONSULTANT** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Number of Originals.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY** including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. **CONTRACTOR/CONSULTANT** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. Time of Effectiveness.

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of the **CONTRACTOR/ CONSULTANT** by the person or persons authorized to bind the **CONTRACTOR/CONSULTANT** hereto;

B. This Contract has been approved by the **CITY'S** Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form;

D. This Contract has been signed on behalf of the **CITY** by the person designated to so sign by the **CITY'S** Council or by the board, officer or employee authorized to enter into this Contract.

PSC-5. Integrated Contract.

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. Amendment.

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

PSC-7. Excusable Delays.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. Breach.

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and

remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Waiver.

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. Independent CONTRACTOR/CONSULTANT.

The **CONTRACTOR/CONSULTANT** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. The **CONTRACTOR/CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-11. Prohibition Against Assignment or Delegation.

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**;

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12. Permits.

The **CONTRACTOR/CONSULTANT** and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the **CONTRACTOR'S/CONSULTANT'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR/CONSULTANT** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-13. Nondiscrimination and Affirmative Action.

The **CONTRACTOR/CONSULTANT** shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, the **CONTRACTOR/CONSULTANT** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin,

ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR/CONSULTANT'S** contract with the **CITY**.

PSC-14. Claims for Labor and Materials.

The **CONTRACTOR/CONSULTANT** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible matter produced by the **CONTRACTOR/CONSULTANT** hereunder), against the **CONTRACTOR'S/CONSULTANT'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required.

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-16. Bonds.

Duplicate copies of all bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17. Indemnification.

Except for the active negligence or willful misconduct of **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CONSULTANT** undertakes and agrees to defend, indemnify and hold harmless **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CONSULTANT'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the **CONTRACTOR/CONSULTANT** or its **SUBCONTRACTORS** of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

PSC-18. Insurance.

A. General Conditions

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY**, **CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR in Exhibit 1 hereto, covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect **CITY** as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide **CITY** at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to **CITY'S** insurance program. Except when **CITY** is a named insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the **CITY**.

B. Modification of Coverage

CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving **CONTRACTOR/CONSULTANT** ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the **CONTRACTOR/CONSULTANT**, **CITY** agrees to negotiate additional compensation proportional to the increased benefit to **CITY**.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by **CONTRACTOR/CONSULTANT.** The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY**. Non-availability or non-affordability must be documented by a letter from **CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, **CONTRACTOR'S/ CONSULTANT'S** failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which **CITY** may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect **CITY'S** interests and pay any and all premiums in connection therewith and recover all monies so paid from **CONTRACTOR/CONSULTANT**.

D. Worker's Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of **CITY** will be required when work is performed on **CITY** premises under hazardous conditions.

PSC-19. Child Support Assignment Orders.

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACT-OR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACT-OR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY**. Any subcontract entered into by the **CONTRACTOR/ CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the **CITY**.

CONTRACTOR/CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

A. Unless otherwise exempt in accordance with the provisions of these Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section

10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

1. **CONTRACTOR/CONSULTANT** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

2. **CONTRACTOR/CONSULTANT** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR/CONSULTANT** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/ CONSULTANT** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. The **CONTRACTOR/CONSULTANT**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by the **CONTRACTOR/ CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.

B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR/CONSULTANT** has violated provisions of either the LWO or the SCWRO or both.

C. Where under the LWO Section 10.37. 6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether the **CONTRACTOR/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

PSC- 21. Americans with Disabilities Act.

The **CONTRACTOR/CONSULTANT** hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing

regulations. The **CONTRACTOR/CONSULTANT** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The **CONTRACTOR/CONSULTANT** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the **CONTRACTOR/CONSULTANT**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC- 22. Retention of Records, Audit and Reports.

CONTRACTOR/CONSULTANT shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY**'s representative at any time during the term of this contract or within the three years following the final payment made by the **CITY** hereunder or the termination date of this contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

PSC-23. Discount Terms

CONTRACTOR/CONSULTANT agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires **CONTRACTOR/CONSULTANT** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S/CONSULTANT'S** fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The **CONTRACTOR/ CONSULTANT** further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in

a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/ CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

PSC-25. Warranty and Responsibility of CONSULTANT/CONTRACTOR

CONSULTANT/CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Minority, Women, And Other Business Enterprise Outreach Program

CONTRACTOR/CONSULTANT agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR/CONSULTANT** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. **CONTRACTOR/CONSULTANT** shall not change any of these designated subcontractors/subconsultants, nor shall **CONTRACTOR/ CONSULTANT** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-27. Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

PSC-28. Equal Benefits Ordinance.

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

(1) During the performance of the Contract, the **CONTRACTOR/CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

> "During the performance of a Contract with the **CITY** of Los Angeles, the **CONTRACTOR/CONSULTANT** will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforcement Section at (213) 978-7650."

(2) The failure of the **CONTRACTOR/CONSULTANT** to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the **CONTRACTOR/CONSULTANT** fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the EBO may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

(5) If the City Administrative Officer determines that a **CONTRACTOR/CONSULTANT** has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the **CITY**. Violation of this provision may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

PSC 29 - <u>Slavery Disclosure Ordinance</u>

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. **CONTRACTOR/CONSULTANT** certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1
INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

PERSON TO CONTACT Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

NAME
CITY AGENCY
ADDRESS

TEL FAX

GENERAL INFORMATION

1. **Project ID** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work or occupancy may begin until a CITY Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.

3. **Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.

4. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

5. **California Licensee** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

6. **Aggregate Limits/Impairment** If any of the required insurance coverages contain annual aggregate limits, you must give the CITY written notice of any pending claim or lawsuit which may diminish the aggregate within thirty (30) days of knowledge of same. You must take steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect CITY'S protection are allowed without CITY'S prior written consent.

7. **Signature** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

POLICY CONDITIONS

8. **Additional Insured/Loss Payee** The CITY must be included as an additional insured in applicable liability policies to cover the CITY'S vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the CITY. The CITY is to be named a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

9. **Notice of Cancellation** You agree contractually to maintain all required insurance in full force for the duration of your business with the CITY. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the CITY by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the **scope of coverage** which affects the CITY'S interest is to be reduced or when the **dollar limits** of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. **Primary Coverage** The coverage must be primary with respect to any insurance or self insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

11. **Separation of Insureds** (Severability of Interest) In **construction contracts,** the CITY must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

PROCEDURES

12. **Acceptable Evidence and Approval CITY Special Endorsement** forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (**Note**:The CITY forms are acceptable to the California Department of Insurance from *any* insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the CITY forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement form is a **certified copy of full insurance policy** which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the CITY. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and **Certificates of Insurance are not acceptable as stand-alone evidence of coverage.** Certificates *are* acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the CITY; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond CITY requirements or which does not directly relate to the CITY'S interests.

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

COVERAGE INFORMATION

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee's activities.

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the CITY'S SPARTA program as an optional source of low-cost insurance which meets all requirements.)

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Fire Legal Liability** is required for persons occupying a portion of CITY premises.

20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high value property and under certain other conditions. **Specialty coverages** may be needed for certain operations.

Form Gen 146/IR (rev 1/00)

EXHIBIT 1
INSURANCE REQUIREMENTS

Name: Official Police Garage (OPG) – Standard Duty Date: March 3, 2004
Agreement/Reference: OPG Standard Duty Towing and Storage Services
Evidence of coverages checked off below which have as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

		LIMITS
X	Workers' Compensation (Statutory Limit)/Employer's Liability	$ 250,000
☒	Waiver of Subrogation in favor of City	
X	General Liability	$ 1,000,000
☒	Premises and Operations	☐ Collapse & Underground
☒	Contractual Liability	☒ Products/Completed Operations
☒	Independent Contractors	☐ Fire Legal Liability
X	Automobile Liability (if vehicle is used for this contract, other than commuting to/from work)	$ 1,000,000
☒	Hired Automobiles	☒ Owned Automobiles
☒	Non-owned Automobiles	☐ _____
X	Garage Keepers Liability	$ 250,000
X	On-Hook Liability	$ 150,000
X	Property Insurance	$ 100,000
☐	All Risk Coverage	☐ Boiler and Machinery
☐	Extended Coverage	☐ Debris Removal
☐	Flood $_____	☒ Cargo/Property
☐	Earthquake $_____	☒ Theft
_____	Professional Liability (Errors and Omissions)	$_____
	Discovery Period_____	
_____	Pollution Liability	$_____
_____	Fidelity Bond _____ Surety Bond _____ Crime Insurance	$_____
_____	Other _____	$_____

Notes: _____