CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: June 9, 2010

FROM (DEPARTMENT): Los Angeles Police Department

CONTACT PERSON: Det. Ben Jones PHONE: 213-996-1275

CONTRACT NO.: C-107278-1 COUNCIL FILE NO.: CF 08-418-S4

ADOPTED BY COUNCIL: 05-26-10
DATE

APPROVED BY BPW: _____
DATE

- ☐ NEW CONTRACT
- ☑ AMENDMENT NO. 1
- ☐ ADDENDUM NO. ___
- ☐ SUPPLEMENTAL NO. ___
- ☐ CHANGE ORDER NO. ___

CONTRACTOR NAME: Mr. Randy Steinberg, dba Towwerks LLC

TERM OF CONTRACT: 09-10-2009 THROUGH: 09-09-2014

TOTAL AMOUNT: $0.00

PURPOSE OF CONTRACT:

POLICE TOWING AND STORAGE SERVICES AS AN OFFICAL POLICE GARAGE
FOR OPG AREA: 01

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

FIRST AMENDMENT TO AGREEMENT NO. C-107278
BETWEEN
THE CITY OF LOS ANGELES
AND MR. RANDY STEINBERG, dba TOWWERKS TOW, LLC
FOR
POLICE TOWING AND STORAGE SERVICES
AS AN "OFFICIAL POLICE GARAGE"

THIS FIRST AMENDMENT to Agreement No. C-107278 between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Board of Police Commissioners (hereinafter referred to as "Board"), and Mr. Randy Steinberg, a California corporation (hereinafter referred to as "Contractor") is entered into with reference to the following:

WHEREAS, the City issued a Request for Proposals for towing and storage services as an Official Police Garage (hereinafter referred to as "OPG"); and

WHEREAS, after receipt and evaluation of proposals, the City Council approved the Board's recommendation to award the contract to Contractor as the most advantageous to the City of Los Angeles; and

WHEREAS, the City and the Contractor entered into Agreement No. C-107278 to provide OPG services to the City on an as-needed basis for a term of five (5) years with the option to extend for an additional five (5) year period; and

WHEREAS, the City Council approved the transfer/sale of ownership of Viertel's Automotive Service, Inc., Official Police Garage Contract for Rampart and Central Areas, To Mr. Randy Steinberg, on November 24, 2004, Council File 02-1703, and

WHEREAS, the City requires the continued OPG services of the Contractor and would like to exercise the option to extend the Agreement for an additional five (5) year period; and

WHEREAS, on May 26, 2010, the Los Angeles City Council approved the exercise of the option to extend the term of Agreement No. C-107278 for an additional five (5) years; and

WHEREAS, the term of Agreement No. C-107278 expired on September 10, 2009; and

WHEREAS, both parties have agreed to extend the term of said Agreement to September 9, 2014;

NOW THEREFORE, the parties hereby agree to amend Agreement No. C-107278 as follows:

1. **ARTICLE 1.0. PARTIES TO THE AGREEMENT, REPRESENTATIVES, AND NOTICES is hereby amended to read as follows:**

   ARTICLE 1.1. Parties to the Agreement

   The parties to this agreement

   b. Contractor – Mr. Randy Steinberg, 500 N. Center Street, Los Angeles, California 90012

2. **ARTICLE 2.0. TERM OF AGREEMENT is hereby amended to add the following:**

   The term of this Agreement is extended to , subject to the termination provisions herein. Either party may give notice to terminate on or before the end of the term.

3. **ARTICLE 3.0 GENERAL SCOPE OF SERVICES is hereby amended to modify ARTICLES 3.2. and 3.2.a to read as follows:**

   ARTICLE 3.2 Service Area of Assignment – Service Area No. 1

   a. The Contractor will operate as the OPG for Service Area No. 1 of the City, which is depicted in the map in *Los Angeles City Municipal Code section 80.77.4.B.1,* which shall replace the map constituting Attachment A of Agreement No. C-107278, and is incorporated by reference herein as Attachment A.

4. **ARTICLE 3.0 GENERAL SCOPE OF SERVICES is hereby amended to delete Articles 3.2.b through 3.2.g.**

5. **ARTICLE 3.0 GENERAL SCOPE OF SERVICES is hereby amended to modify ARTICLE 3.10 and add ARTICLE 3.11.**

   ARTICLE 3.10 Towing of City Owned Vehicles

   The Contractor will be required to tow and store designated City-owned emergency vehicles in need of Standard Duty Towing and/or Storage without charge to the City within the Contractor's assigned service area of responsibility.

   ARTICLE 3.11. Vehicle Holds at No Charge to the Police Department or the Properly Interested Person

The Police Department may require Contractor to hold a vehicle for 48 hours at no charge while the Department or an agent of the Department processes evidence from the vehicle. Upon the termination of 48 hours for evidence processing, the properly interested person shall have the following 24 hours to claim the vehicle at no charge, and without incurring any storage fees. The daily storage rate shall be applied at the expiration of the 24-hour claiming period.

6. **ARTICLE 7.0 LIENS is amended to add ARTICLE 7.1.a to read as follows:**

ARTICLE 7.1.a Rates Reduced for Absence of Probable Cause

If an authorized City employee directs a vehicle to be impounded, and it is later determined at a post-storage impound hearing that no probable cause for the impound existed, the City of Los Angeles will pay one-half of the basic towing rate and one-half of the daily storage rate. No other fees shall be imposed.

7. **ARTICLE 9.0 REPORTING REQUIREMENTS is amended to add ARTICLE 9.3 and 9.4 to read as follows:**

ARTICLE 9.3 Vehicle Impound Information Center

If the Contractor is an active member of the Official Police Garage Association of Los Angeles (hereinafter referred to as "OPGA"), the Contractor shall provide timely information to the OPGA Vehicle Impound Information Center (hereinafter referred to as "VIIC") database maintained by the OPGA. If the Contractor is not an active member of the OPGA, the Contractor shall, independently and at the Contractor's expense, provide all of the same systems and services the OPGA provides its active members and the public to locate vehicles impounded by an OPG in the City of Los Angeles and determine the fees or liens chargeable for towing and storage.

ARTICLE 9.4 Document Control System

If the Contractor is an active member of the OPGA, the Contractor shall participate in the OPGA Document Control System maintained by the OPGA. If the Contractor is not an active member of the OPGA, the Contractor shall, independently and at the Contractor's expense, maintain a Document Control system acceptable to the City and provide all of the same systems and services the OPGA Document Control system provides the City and the public.

8. **ARTICLE 14.0 STANDARD PROVISIONS FOR CITY CONTRACTS is amended to modify ARTICLE 14.1 to read as follows:**

   ARTICLE 14.1 Standard Provisions for City Contracts

   The Contractor will comply with the *Standard Provisions for City Contracts* (Rev. **3/09**), attached hereto as Attachment B and incorporated herein by this reference.

9. **SERVICE AREA ASSIGNMENT:** The Agreement is further amended to revise throughout the Agreement any reference to "geographic area" by deleting the term "geographic area" and substituting the term "service area."

10. **RATIFICATION CLAUSE:** If Contractor's services were required prior to the execution of this Amendment, and services were performed in accordance with the terms and conditions of this Amendment, they are hereby ratified.

11. Except as amended herein, all other terms and conditions of Agreement No. C-107278 shall remain in full force and effect.

[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: _____

JOHN MACK
President
Board of Police Commissioners

Date: JUN 08 2010

TowWerks, LLC.

By: _____

Randy Steinberg
Owner

Date: 6/7/10

APPROVED AS TO FORM:
Carmen A. Trutanich City Attorney

By: _____

Terry Martin Brown
Assistant City Attorney

Date: June 7, 2010

TowWerks, LLC.

By: _____

Date: _____

ATTEST:
June Lagmay, City Clerk

By: _____
Deputy City Clerk

Date: 6/9/10

C-107278-1

City Business License Number: 0002026705-0001-4

IRS Federal Tax ID Number: 95-4805028

City Agreement Number: C-107278