CONTRACT SUMMARY SHEET

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

DATE: July 26, 2017

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Los Angeles Police Department – Commission Investigation Division

CONTACT PERSON: Detective Benjamin Jones PHONE NO: (213) 996-1270

CONTRACT NO.: C-129787 COUNCIL FILE NO.:

ADOPTED BY COUNCIL: April 25, 2017

APPROVED BY BPW:

NEW CONTRACT X
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT ___

CONTRACTOR NAME: U.S.Tow Inc

TERM OF CONTRACT: April 25, 2017 Through: April 25, 2022

TOTAL AMOUNT:

PURPOSE OF CONTRACT: Official Police Garage towing and storage for Service Area 13

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

AGREEMENT NUMBER C-129787

BETWEEN
THE CITY OF LOS ANGELES
AND
U.S. TOW INC
FOR
OFFICIAL POLICE GARAGE
TOWING AND STORAGE SERVICES
FOR
SERVICE AREA 13

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 U.S. Tow Incorporated, a California corporation (hereinafter referred to as the "Contractor", or the "Official Police Garage", or the "OPG").

WHEREAS, on February 25, 2013, the Board approved, and on December 6, 2013, the City Council approved the template agreement applicable to all City official police garages upon which this Agreement is based; and,

WHEREAS, pursuant to a Request for Proposals (RFP) process, the City's OPG Review Committee determined that Contractor was the best qualified firm to provide Standard-Duty towing and storage services as an official police garage for Service Area 13 of the Los Angeles Police Department, and thus recommended that a contract be awarded to Contractor; and,

WHEREAS, on January 10, 2017, the Board approved the OPG Review Committee's recommendation to award a contract to Contractor, and forwarded the recommendation to City Council; and,

WHEREAS, on April 25, 2017, the City Council approved the award of contract for said Service Area to Contractor; and,

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

MBD

AGREEMENT NUMBER _____

BETWEEN
THE CITY OF LOS ANGELES
AND
U.S. TOW INC
FOR
OFFICIAL POLICE GARAGE
TOWING AND STORAGE SERVICES
FOR
SERVICE AREA 13

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 U.S. Tow Incorporated, a California corporation (hereinafter referred to as the "Contractor", or the "Official Police Garage", or the "OPG").

WHEREAS, on February 25, 2013, the Board approved, and on December 6, 2013, the City Council approved the template agreement applicable to all City official police garages upon which this Agreement is based; and,

WHEREAS, pursuant to a Request for Proposals (RFP) process, the City's OPG Review Committee determined that Contractor was the best qualified firm to provide Standard-Duty towing and storage services as an official police garage for Service Area 13 of the Los Angeles Police Department, and thus recommended that a contract be awarded to Contractor; and,

WHEREAS, on January 10, 2017, the Board approved the OPG Review Committee's recommendation to award a contract to Contractor, and forwarded the recommendation to City Council; and,

WHEREAS, on April 25, 2017, the City Council approved the award of contract for said Service Area to Contractor; and,

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

MBD

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 – U.S. Tow Incorporated, a California for-profit corporation, having its principal office at 2119 East 25th Street, Los Angeles CA 90058.

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:

Matthew M. Johnson, President
Los Angeles Police Commission
100 West 1st Street, Room 147
Los Angeles, California 90012

With copies to:

Richard M. Tefank
Executive Director
Los Angeles Police Commission
100 West 1st Street, Room 147
Los Angeles, California 90012
Telephone: (213) 236-1400
Facsimile: (213) 236-1410

b. The representatives of the Contractor will be:
Name: Moshe Ben Dayan
Title: President/CEO
Company: U.S. Tow Incorporated
Address #1: 2119 East 25th Street
Address #2: Los Angeles CA 90058
Telephone: (323) 870-7100
Facsimile: (213) 749-0272

MBD SM.

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 April 25, 2017 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.

2.1 Ratification Clause

Due to the need for Contractor's services to be provided upon the commencement of the Term hereof, Contractor may have provided services during the Term but prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby accepted by the City and shall be treated as services performed under the terms and conditions of this Agreement.

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 World 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;
- Authorized employees of the City of Los Angeles, Department of Recreation and Parks; and
- 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 Service 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 Service Area of Assignment – Service Area 13

a. The Contractor will operate as the Official Police Garage (OPG) for Service Area 13 of the Los Angeles Police Department, which is depicted in Attachment A – Map of Los Angeles Police Department Service Area 13.

b. The OPG may exceed its Service Area of assignment when responding to a specific request from an authorized City employee.

c. The OPG may respond outside of its designated Service Area of assignment at the request of another OPG responsible for that other area, as provided for below in Section 3.2(e).

d. At the City's sole option, the Contractor may be assigned to handle requests for service for a different Service 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.

e. The OPG must provide the services required under this Agreement within the Service Area of assignment. If the assigned OPG is unable to respond to a specific request for service, the assigned OPG may request another OPG to respond on the assigned OPG's behalf, provided that the assigned OPG notifies the requesting City agency's communication facility immediately of which other OPG will be responding on the assigned OPG's behalf.

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 and dispatch tow units to provide security for stored vehicles, and perform such other towing and storage related services as may be required by the Board or its designee. This requirement may be waived upon written application to the Board, a formal hearing and a finding of good cause by the Board.

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 OPGs, 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. The Board shall cause such rules and regulations to be printed and distributed to the OPGs affected thereby.

c. 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 (as defined below) 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) calendar 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.

MBJ Sm

3.9 Timekeeping

The OPG must record the following times pertaining to 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:

> 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 in accordance with the Board of Police Commissioner's Rules Governing Official Police Garages and Section 3.3b of this Agreement.

3.11 Vehicle Holds at No Charge to Police Department or Party of Interest

The Police Department may require the Contractor to hold a vehicle for 48 hours at no charge while it or its agent processes evidence from the vehicle. Upon the termination of 48 hours for evidence processing, the Contractor shall notify such party of interest that they have 24 hours to claim the vehicle at no charge. The daily storage rate shall be applied at the expiration of the 24-hour claiming period.

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 Service 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

MBO SM

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 criminalistics 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 Service 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 Service 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 Service 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 Service Area of assignment.

f. A Secondary Storage Facility 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 Service 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 OPGs 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 OPG's 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 criminalistics 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.

MBJ SM

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 Service Area of assignment, based on, but not limited to the size of the Service 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 Service 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-four (24) hours 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 OPG 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 by a modern 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 employees 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 employees 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 employees 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.
   7) 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(PIP) if a PIP requests that the vehicle be released 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 Reasonable Grounds

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

b. If an authorized City employee directs a vehicle to be impounded and it is later determined at a post storage impound hearing that no reasonable grounds, or mitigating circumstances for the impound existed, the City will pay one-half of the basic towing rate and one-half of the daily storage rate. No other fees shall be imposed. This section shall not apply to pre-planned special events or parades.

c. In the case of pre-planned special events or parades, where it is later determined at a post storage impound hearing that no reasonable grounds, or mitigating circumstances for the impound existed, the City Agency causing the impound shall be responsible for the towing and storage fees.

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 other place of business where customer's 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 DMV 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 (15th) 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.

9.3 Official Police Garage Association Vehicle Impound Information Center

If the Contractor is an active member of the Official Police Garage Association of Los Angeles (OPGA), the Contractor will provide timely information to the OPGA Vehicle Impound Information Center (VIIC) database maintained by the OPGA. If the Contractor is not an active member of the OPGA, the Contractor will, independently and at the Contractor's own 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.

Notwithstanding the Standard Provisions for City Contracts (Rev. 3/09) the OPGLA VIIC and the data contained therein is owned by the Official Police Garage Association of Los Angeles.

9.4 Document Control System

If the Contractor is an active member of the OPGA, the Contractor will participate in the Document Control System maintained by the OPGA. If the Contractor is not an active member of the OPGA, the Contractor will, independently and at the Contractor's own 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.

Notwithstanding the Standard Provisions for City Contracts (Rev. 3/09) the OPGLA Document Control System and the data contained therein is owned by the Official Police Garage Association of Los Angeles.

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 reasonable grounds 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.

10.4 After-Hours Release Charges Prohibited

a. Charges for releasing vehicles "after-hours" fee 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.

MBJ SM

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

MBJ SM

related garage business. Failure to comply with this Section 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. If the OPG is unwilling to provide official police garage services, the OPG may terminate this agreement. In such an event, the OPG must notify the Board or its designee in writing of its intention to terminate this Agreement. As soon as practical 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 official police garage for the affected service area. The OPG must continue to provide services within the Service Area until such time as a contract is executed with the successor contractor for the Service Area or an additional 180-day period, whichever is less. The City will notify the OPG at least 30 calendar days in advance of the anticipated date of execution of the new contract with the successor contractor.

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.

MBJ SM

14.0 STANDARD PROVISIONS FOR CITY CONTRACTS

14.1 Standard Provisions for City Contracts

The OPG will comply with the *Standard Provisions for City Contracts* (Rev. 3/09), 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 OPG.

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.

MJD SM

The records specified herein must be made available at the OPG's primary place of business within the Service 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]

MBJ SM

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

CITY OF LOS ANGELES

By: _____
MATTHEW M. JOHNSON
President
Board of Police Commissioners

Date: 7/25/17

U.S. TOW INCORPORATED

By: _____
MOSHE BEN DAYAN
President/CEO

Date: 7/24/2017

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: _____
DANIEL KREINBRING
Deputy City Attorney

Date: 8/1/17

By: _____
STEPHANIE MCCOLGAN
Vice President

Date: 7/24/2017

ATTEST:

HOLLY L. WOLCOTT, CITY CLERK

By: _____
Deputy City Clerk

Date: 8-1-17

City Business Tax Registration Certificate No: 0002702100-0001-9

IRS Federal Tax ID No: 95-4373444

City Agreement No: C-129787