CONTRACT SUMMARY SHEET

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

DATE: 11/17/2017

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): LOS ANNGELES POLICE DEPARTMENT

CONTACT PERSON: DET BEN JONES PHONE: 213-996-1275

CONTRACT NO.: C129787 COUNCIL FILE NO.: 17-0643

ADOPTED BY COUNCIL: 7/1/17
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT ___
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT 1___

CONTRACTOR NAME: U.S. TOW INC.

TERM OF CONTRACT: 4/25/17 THROUGH: 4/5/22

TOTAL AMOUNT: 0.00

PURPOSE OF CONTRACT:
OFFICIAL POLICE GARAGE TOWING AND STORAGE

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

FIRST AMENDMENT TO AGREEMENT C129787
BETWEEN
THE CITY OF LOS ANGELES
AND
U.S. TOW INC.
FOR
OFFICIAL POLICE GARAGE TOWING AND STORAGE SERVICES

THIS FIRST AMENDMENT to Agreement No. C129787 between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through its Board of Police Commissioners (hereinafter referred to as "Board"), and U.S. Tow Inc, a California corporation (hereinafter referred to as "Contractor").

WHEREAS, on October 1, 2014, the Police Commission issued a Request for Proposals ("RFP") for Standard Duty Towing Services;

WHEREAS, on April 25, 2017, the City selected Contractor to provide such duties, as it was highly qualified to provide such services;

WHEREAS, on March 23, 2017, the Police Commission issued an RFP for Heavy Duty Towing Services;

WHEREAS, the Police Commission did not receive any proposals in response to the RFP for Heavy Duty Towing Services;

WHEREAS, Contractor is qualified to provide the services as described under the Heavy Duty Towing RFP.

WHEREAS, City is desirous to expand the Contractor's services to include Heavy Duty towing services;

Whereas, Contractor is willing to provide such Heavy Duty tow service in addition to Standard Duty tow services and agrees to meet the requirements set forth in the RFP for Heavy Duty Towing Services;

Whereas, the services required continue to be of a professional, temporary and occasional nature;

Whereas, the City has determined that another competitive bidding process is not reasonably practicable and compatible with the City's interest.

NOW THEREFORE The parties hereby agree to amend Agreement No. C129787 as follows:

1. ARTICLE 3.0 GENERAL SCOPE OF SERVICES is hereby amended to modify ARTICLES 3.1.g to read as follows:

3.0 GENERAL SCOPE OF SERVICES

3.1 General Duties

g. In addition to providing Standard duty towing, the Contractor is permitted to perform additional towing within the following weight classifications at the City's request:

Class A—Light Duty. A tow truck with a manufacturer's GVWR of at least fourteen thousand (14,000) pounds with wheel-lift capability, and may have a car carrier.

Class B—Medium Duty. A tow truck with a manufacturer's GVWR of at least thirty-three thousand (33,000) pounds. The truck shall be capable of providing air to the towed vehicle's brakes.

2. ARTICLE 10.0 FEES AND RATES is hereby amended to modify ARTICLES 10.1.d. to read as follows:

10.0 FEES AND RATES

10.1 General Requirements Regarding Fees and Rates

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, impounded house cars and mobile homes defined by California Vehicle Code Sections 362 and 396 respectively, which are unclaimed or unsold at lien, the contractor may submit an invoice to the City with a copy of the junk slip showing delivery to a salvage yard. In this case, the City will pay the OPG the hazardous or dangerous removal rate.

For impounded house cars and mobile homes defined by California Vehicle Code Sections 362 and 396 respectively, which are sold at

auction for less than the hazardous or dangerous removal rate, the department will pay the difference between the lien sale price and the Department's hazardous or dangerous removal rate.

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.

3. 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.

4. Except as amended herein, all other terms and conditions of Agreement No. C129787 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: _____
MATTHEW M. JOHNSON
President
Board of Police Commissioners

Date: 7/05/17

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: 11/15/17

By: _____
STEPHANIE MCCOLGAN
Vice President

Date: 7/24/2017

ATTEST:

HOLLY L. WOLCOTT, CITY CLERK

By: _____
Deputy City Clerk

Date: 11-17-17

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

IRS Federal Tax ID No: 95-4373444

City Agreement No: C 129787