CONTRACT SUMMARY SHEET

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

DATE: June 8, 2022

(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 III Joseph Yamzon PHONE NO: (213) 996-1270

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

ADOPTED BY COUNCIL: _____

APPROVED BY BPW: _____

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

CONTRACTOR NAME: U.S. Tow, Inc..

TERM OF CONTRACT: April 25, 2017 Through: April 24, 2022

EXTENDED TERMS: April 25, 2022 Through: April 24, 2027

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

SECOND AMENDMENT TO CONTRACT NO. 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 SECOND AMENDMENT to Contract No. C-129787 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, Inc., 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 Howard Sommers Towing, Inc; 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 13 to Contractor; and

WHEREAS, on July 25, 2017, the Commission expanded the Contractor's services to include heavy-duty towing services

WHEREAS, on April 5, 2022, the Board, and on May 20, 2022, the City Council, approved extending the contract for five years.

NOW THEREFORE, the parties hereby agree to amend Agreement No. C-129787, as follows:

1. **Section 1.2 Representatives of the Parties** shall be replaced to read as follows:

> 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 the following:

William J. Briggs, II, President
Los Angeles Police Commission
100 West 1st Street, Room 147
Los Angeles, CA 90012

With copies to:

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

b. The representatives of the Contractor will be:

Name & Title:	Moshe Ben Dayan, President/CEO
Company:	U.S. Towing, Inc..
Address #1	2119 East 25th Street
Address #2	Los Angeles, CA 90058
Telephone:	(310) 916-3084
Facsimile:	(213) 749-0272

2. **Section 2.0 TERM OFTHE AGREEMENT,** is hereby amended to remove the current language in its entirety and replace it with the following:

The term of this Agreement will commence upon April 25, 2017 and will terminate on April 24, 2027, 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. **Section 3.0 GENERAL SCOPE OF SERVICES,** is hereby amended to modify Section 3.1.g. to read as follows:

g. In addition to providing standard-duty towing, the contractor is required to perform additional towing within the following weight classifications at the City's sole discretion. *The contractor may sub-contract with another Official Police Garage to perform Class B, medium-duty services.*

Class A

Light duty: a tow truck with a manufacturer's GVWR of at least 14,000 pounds with wheel lift capability and may additionally possess a car carrier.

Class B

Medium-duty: a tow truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be capable of providing air to the towed vehicle's brakes.

Contractor will only be responsible for standard- and medium-duty towing services. Contractor will not be responsible for heavy-duty towing services.

4. **RATIFICATION CLAUSE**

If contractor's services were required prior to the execution of this Second Amendment, and services were performed in accordance with the terms and conditions of this Second Amendment, they are hereby ratified.

5. **ORDER OF PRECEDENCE**

In the event of an inconsistency between any of the provisions of this Second Amendment to Contract No. C-129787, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:

1) Second Amendment to Contract No. C-129787
2) First Amendment to Contract No. C-129787
3) LAPD Contract No. C-129787, and
4) Standard Provisions for City Contracts (Rev. 03/09)

6. Except as amended by this Second Amendment, all terms and conditions of the Original Agreement shall remain unchanged and in full force effect.

7 This Second Amendment may be executed in one or more counterparts and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designed

by the City) and sent by e-mail shall be deemed original signatures.

(Signature page follows]

[Remainder of Page Intentionally Left Blank]

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

CITY OF LOS ANGELES

By: _____
WILLIAM J. BRIGGS, II
President
Board of Police Commissioners

Date: 06/08/2022

U.S. TOW, INC.

By: _____
Moshe Ben Dayan
President / CEO

Date: 6/8/2022

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

By: _____
SAMUEL PETTY
Deputy City Attorney

Date: 6/8/2022

ATTEST:
HOLLY L. WOLCOTT, CITY CLERK

By: _____
Deputy City Clerk

Date: 6/9/2022

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

IRS Federal Tax ID No: 95-4373444

City Agreement No: C-129787