

LOS ANGELES POLICE COMMISSION

BOARD OF
POLICE COMMISSIONERS

RASHA GERGES SHIELDS
PRESIDENT

DR. DANIEL K. TABOR
VICE PRESIDENT

FABIAN GARCIA
JEFF E. SKOBIN
VACANT

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT



KAREN BASS
MAYOR

DJANGO SIBLEY
EXECUTIVE DIRECTOR

MATTHEW J. BARRAGAN
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

June 3, 2026

BPC #26-147

The Honorable City Council
City of Los Angeles, Room 395
c/o City Clerk's Office
Los Angeles, CA 90012

Dear Honorable Members:

RE: PROPOSED BOARD CONTRACT TEMPLATE FOR OFFICIAL POLICE GARAGES

At the regular meeting of the Board of Police Commissioners held on Tuesday, June 2, 2026, the Board APPROVED the Department's report regarding the above-referenced matter.

Accordingly, this report is respectfully submitted for your consideration.

Respectfully,

BOARD OF POLICE COMMISSIONERS

Handwritten signature of Rebecca Munoz in blue ink.

REBECCA MUNOZ
Commission Executive Assistant

Attachment
c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

May 28, 2026

1.0

TO: Honorable Board of Police Commissioners

FROM: Executive Director, Board of Police Commissioners

SUBJECT: REVIEW AND TRANSMITTAL OF THE PROPOSED BOARD CONTRACT TEMPLATE FOR OFFICIAL POLICE GARAGES.

RECOMMENDATION:

1. That the Board of Police Commissioners (Board) review and approve the attached contract template for use in all future Official Police Garage (OPG) contracts.
2. That the Board transmit the attached contract template to and request authorization from the City Council to utilize the contract template for future OPG agreements, subject to minor revisions and formatting updates by staff.

BACKGROUND

Official Police Garages (OPGs) play a vital role in supporting the City's towing and storage needs across 18 service areas, ensuring timely, safe, and consistent handling of City-directed impounds. The Board of Police Commissioners serves as the contracting authority for OPG operations under LAMC §80.77.4, which establishes the formal framework governing these contractual relationships.

The existing OPG contract template has remained largely unchanged since 2013, and this update is intended to modernize the agreement, improve clarity, and align the contract with current operational practices, needs, and legal requirements. The proposed updates to the contract template are highlighted in the attached document.

Discussion

The revisions reflect operational lessons learned over the past decade, incorporate practices already in effect, and strengthen the Boards's ability to ensure consistent, compliant, and efficient towing services citywide.

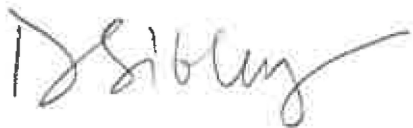
Significant updates include:

- **Medium-Duty Tow Requirement** — Formalizes a capability that has long been required in practice, ensuring all OPGs maintain appropriate equipment to service medium-duty tow requests.

- Extraordinary Event Protocol — Establishes a clear operational framework for large-scale or emergency events, informed by recent incidents such as the Palisades fire.
- Clarification of City Vehicle Towing — Updates language to reflect current practice for towing City-owned vehicles, including out-of-City breakdowns (e.g., police vehicles), and codifies procedures already implemented collaboratively with OPGs over the past three years.
- Operational Efficiency and Staffing Flexibility — Provides OPGs with greater flexibility to structure staffing models (e.g., consolidated dispatch operations) while acknowledging the challenges of securing affordable, properly zoned property in certain service areas.
- Modernization of Technology and Processes — Updates the contract to reflect current and emerging digital tools used by the City and OPGs, including electronic communication platforms, digital release and authorization processes, and other systems that support streamlined, paper-reduced towing and administrative operations.
- Lien-Sale Rules and Loophole Closure — Strengthens lien-sale requirements and closes loopholes to ensure accuracy, transparency, and compliance in lien-sale practices.
- Payments and Revenue Protection — Establishes a hierarchical payment structure to ensure proper remittance of taxes, delinquent parking citations, and other required payments, addressing revenue losses to the City identified under the prior contract.
- Billing and Program Support — Formally recognizes City programs such as the Vehicle Recycling Program (VRP) and sets a one-year limit on invoice submission, resolving longstanding issues with invoices outstanding for five or more years.
- Records Management and Retention — Enhances documentation and retention requirements to improve auditability, transparency, and compliance with City and state standards.

For additional information or questions, please feel free to contact Lieutenant II Scott Moffitt, Commanding Officer, Commission Investigation Division, at (213) 996-1230.

Respectfully,



DJANGO SIBLEY, Executive Director
Board of Police Commissioners

**BOARD OF
POLICE COMMISSIONERS**
Approved *June 2, 2024*
Secretary *Rebecca Muma*

Attachment

AGREEMENT NUMBER _____

BETWEEN
THE CITY OF LOS ANGELES
AND
OPG CONTRACTOR NAME
FOR
OFFICIAL POLICE GARAGE
TOWING AND STORAGE SERVICES
FOR
SERVICE AREA 00

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 OPG Contractor Name, a California corporation (hereinafter referred to as the “Contractor”, or the “Official Police Garage”, or the “OPG”).

WHEREAS, on June 2, 2026, the Board approved, and on Date of Approval, 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 00 of the Los Angeles Police Department, and thus recommended that a contract be awarded to Contractor; and,

WHEREAS, on date of approval, 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 date of approval, 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:

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 – *OPG Contractor Name*, a California for-profit corporation, having its principal office in the Los Angeles area located at *Address of principal office*

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:

Board President's name, President
Los Angeles Police Commission
100 West 1st Street, Room 147
Los Angeles, California 90012

With copies to:

Executive Director's Name
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:	<i>Name of corporate Officer</i>
Title:	<i>Corporate Officer's Title</i>
Company:	<i>Company Name</i>
Address #1:	<i>Street Address</i>
Address #2:	<i>City, State, Zip</i>
Telephone:	<i>Corporate Telephone</i>

Facsimile: Corporate fax (if applicable)

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be affected 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 of this Agreement by all parties hereto 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.

2.2 Holdover Clause

Upon mutual written agreement by representative parties of this contract and the contractor, this Contract may be extended for a period not to exceed ninety (90) days beyond its stated expiration date, solely for the purpose of ensuring continuity of service when the City has not yet identified and engaged a qualified contractor for the concerned service area.

3.0 GENERAL SCOPE OF SERVICES

3.1 General Duties

- a. The OPG will respond to and provide both standard and medium-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 the recovery, towing, transport, and storage of vehicles with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, or that do not otherwise constitute medium or heavy-duty vehicles as defined below.
- e. **"Medium-duty"** service is defined as the recovery, towing, and transport of vehicles with a gross vehicle weight rating (GVWR) of greater than 10,000 pounds up to 26,000 pounds and/or vehicles that do not otherwise classify as heavy-duty. Medium-duty towing requires appropriately rated tow trucks and equipment.
- f. **"Heavy-duty"** service is defined as the recovery, towing, and transport of vehicles possessing one or more of the following:
- Three (3) or more axles;

- A GVWR in excess of 26,000 pounds;
 - 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 specialized recovery or heavy-duty towing equipment.
- g. The determination of whether standard-duty, medium-duty, or heavy-duty services are required for a given situation is solely within the discretion of the City's impounding employee. The Contractor shall ensure that, for every towing operation, only equipment appropriate to the task and personnel who are properly trained and qualified are deployed.

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

- h. The contractor is required to maintain equipment capable of standard-duty and medium-duty towing. *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 brakes.

- i. Upon the explicit written approval of the Board or its designee and following verification that the Contractor possesses the necessary equipment and training to serve as a backup Heavy-Duty provider, the Contractor may be authorized to perform secondary Heavy-Duty towing services under this Contract. "Secondary Heavy-Duty towing" refers to incidents in which the primary Heavy-Duty contractor is unable or unwilling to perform the required tow, or when the primary contractor's response time is excessive or otherwise unreasonable.

3.2 Service Area of Assignment – Service Area 00

- A. The Contractor will operate as the Official Police Garage (OPG) for SERVICE AREA 00 of the Los Angeles Police Department, which is depicted in Attachment A – Map of Los Angeles Police Department Service Area 00.
- 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.

F. "Extraordinary Event" - Unusual Occurrence Mobilization.

1. For purposes of this Contract, an "Extraordinary Event" means a significant planned or unplanned event or emergency that cannot reasonably be handled through normal operations or standard mutual-aid procedures, including but not limited to:
 - a) Natural disasters;
 - b) Terrorist incidents;
 - c) Declared local, state, or federal emergencies;
 - d) Particularly dangerous or unusual weather events;
 - e) Catastrophic or large-scale incidents requiring priority towing or recovery services beyond normal staffing levels.
 - f) Large-scale international or national events designated by the City or Department as requiring extraordinary public-safety mobilization (e.g. national conventions, sporting events, special assemblies, or other similar events with national or international implications), where demands are expected to exceed normal

staffing or mutual-aid capacity.

Routine or planned events that are reasonably foreseeable and typically managed through standard staffing or mutual aid (e.g., marathons, parades, or scheduled enforcement operations) shall not constitute an Extraordinary Event unless such events escalate and require extraordinary mobilization beyond normal operational capacity, as determined by the Department.

2. Declaration and Authorization

Unless immediate operational urgency requires otherwise, the Board or its designee shall be consulted and shall make the formal declaration of an Extraordinary Event, which shall be communicated to impacted contractors. In the event of immediate and demonstrable operational urgency, and in the absence of the Board designee, the decision to mobilize OPG resources shall rest with the Incident Commander (Police, Fire, or other Authorized City official with impound authority) of the unusual occurrence or major event.

3. In connection with an Extraordinary Event, the Contractor shall be eligible for:

a) Recovery of Board-permitted fees for services performed under this Contract from a properly interested person of affected vehicles, or from the City, as allowed by this Contract or by law.

b) Mobilization Without Tasking (Standby Compensation).
If the Contractor responds to a deployment request issued under this Section, and upon arrival at the designated staging location no compensable task is available due to changing operational needs, cessation of the incident, or reassignment of resources ("mobilization without tasking"), the Contractor shall be compensated as follows:

- 1) Compensation shall be paid at fifty percent (50%) of the Board-established time and mileage rates applicable to the specific service for which the Contractor was deployed. Mileage shall be limited to travel to and from the scene (from the nearest border of the OPG's service area) unless otherwise authorized in writing by the City;
- 2) A minimum billable time of two (2) hours per dispatched unit shall apply once personnel and equipment have been deployed to the scene pursuant to an authorized dispatch. Contractors shall not self-deploy. Each tow

operator arriving on scene must have an auditable dispatch record issued by the Communications Division or other City-authorized dispatch authority. Units deployed without such authorization are not eligible for compensation under this Section.

- 3) Standby compensation applies only when the Contractor:
 - a) Has followed deployment protocols and was registered as a deployable unit in accordance with procedures established by Commission Investigation Division.
 - b) Remains on scene and available for immediate tasking, or
 - c) Is released by the City without performing towing or recovery services.

If towing or recovery services are performed by the Contractor, compensation shall be recovered under Section [3.2(F)(3)(a)] of this Agreement, and standby compensation shall not apply.

- 4) For purposes of this Section, a "service" is defined as any recovery, towing, relocation, or other chargeable incident as defined under Board rules.

4. Reimbursement. In the event the Department or City is expected to pay for any services rendered by the contractor. The contractor shall maintain and provide dispatch records that coincide with each request and shall submit these items for verification prior to being reimbursed by the City. Such records shall include the date, time, and dispatch operator number of each tow request.

5. Invoicing. Invoices for payment shall be submitted within one year of rendering services. Failure to submit within this period shall constitute a waiver of compensation under this Section.

6. Exclusions. The provisions of this section do not apply to routine planned enforcement activities (e.g., Street Racing Task Force, planned events within an OPGs service area, or other standard mutual-aid operations) unless such activities escalate into and or are otherwise declared an Extraordinary Event as defined above.

7. Designation as (Secondary) Emergency Response Providers. Upon the declaration of a local, state, or federal emergency, and only upon written or otherwise documented designation by the Executive Director of the Los Angeles Board of Police Commissioners, Contractors operating under this Agreement may be designated as Second Responders and Emergency Response Providers for the

limited purpose of supporting City emergency operations. Such designation shall authorize the Contractor to perform activities that support emergency protective measures, debris clearance, roadway access restoration, vehicle relocation, or other tasks determined by the City to be necessary for emergency response or continuity of operations. When so designated, the Contractor shall be deemed to be operating under the direction, control, and supervision of the City, and may be considered eligible for reimbursement under applicable federal or state disaster assistance programs, including FEMA Public Assistance, to the extent permitted by law and subject to federal eligibility requirements. Designation under this Section shall:

- a) Not be automatic, and shall apply only to the specific emergency, operational period, and scope of services authorized by the City;
- b) Not confer sworn status, police powers, or any exemption from applicable laws, regulations, or licensing requirements;
- c) Be limited to the Contractor's available operational capacity at the time of designation; and
- d) Require compliance with all City directives, documentation requirements, and cost-tracking standards necessary to support potential reimbursement claims.

Note: Nothing in this Section assures reimbursement by any federal or state agency, and eligibility shall be determined solely by the applicable funding authority.

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.

~~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 of Police Commissioners formal hearing and a finding of good cause by the Board.~~

- b. The OPG shall maintain continuous (24) hours per day, seven (7) days per week dispatch capability to receive requests from authorized City

employees and to dispatch tow units, coordinate access, and perform towing- and storage-related services required under this Agreement. Dispatch capability may be provided on-site or remotely, provided that the OPG:

- (1) maintains a dedicated, continuously monitored telephone number and/or other communication method approved by the Board or its designee;
- (2) ensures calls are answered by a trained dispatcher without unreasonable delay;
- (3) maintains call logs and dispatch records; and
- (4) remains responsible for compliance with all response-time requirements.

The requirement that a dispatcher be physically present in the business office may be waived or satisfied by remote dispatch operations, upon written notice to the Board or its designee and through demonstrated operational compliance as stated above.

- c. An OPG employee shall be on-site at the OPG's principal business location and 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. Due consideration shall be given to reasonable delays caused by unusual traffic conditions or other unusual circumstances not within the OPG's control and not attributable to 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.
- d. 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.
- e. 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.
- f. 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 and lawful 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.
- d. OPGs are strictly prohibited from profiting, directly or indirectly, through any affiliated company, partner, owner, or related entity for towing services that commence or terminate within the City of Los Angeles. OPGs shall not dispatch, refer, or otherwise route private-property impounds, traffic-incident tows, or similar towing opportunities to any third-party or affiliated entity for the purpose of generating private financial benefit.

If an OPG, its owners, or any related entity maintains an arm's-length connection to a private towing company operating within the City of Los Angeles, that company shall be properly permitted and shall charge rates established by the Board for all tows originating or terminating within the City, unless operating under a valid government contract expressly authorizing alternative rates (e.g., a CHP contract).

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 OPGs and Section 3.3 (b) of this agreement.~~

- a. Upon request by an authorized Los Angeles Police Department employee acting within the course and scope of their duties, the OPG SHALL provide roadside service, towing, and/or storage of designated City-owned emergency vehicles operated by the Los Angeles Police Department requiring Standard Duty Tow service. This obligation applies when such vehicles are located within the geographic boundaries of the City of Los Angeles or within five (5) "roadway" miles of the City limits. All such services shall be provided at no cost to the City and in accordance with the Board's Rules Governing Official Police Garages and Section 3.2 of this Agreement.
- b. The Department may request that the Contractor respond to a service call located outside both the City limits and the prescribed service area boundary (identified in Section 3.10a). The Contractor may, at its sole discretion, elect to respond to such requests. If the Contractor elects to respond, it shall comply with the following requirements:
 - 1) Work Order Authorization. Prior to dispatching tow services, the requesting Department employee shall provide the Contractor with a "PZ" number issued by the Department Operations Center (DOC). In the absence of a PZ number, the Contractor shall obtain

a written work-order authorization from an on-duty Department supervisor (to include rank, name, serial number, and division of assignment). An official email containing the details of the request (describe the vehicle in need of service, the service requested, and the specific address of the service request) will satisfy the written authorization requirement.

- 2) Reimbursement. The contractor may request reimbursement from the Department, at the rates established by the Board, as follows:
 - a) The Standard Vehicle rate for the first hour, regardless of the actual time required to complete the service; and
 - b) The applicable "per-mile" rate, calculated in roadway miles, for the distance traveled beginning when the Contractor departs its service-area boundary and ending upon its return to that boundary (boundary-to-boundary).

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 either Section 12.17.6 of the Los Angeles Municipal Code or any successor or replacement provisions adopted under the New Zoning Code (Chapter 1A), 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 unauthorized 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

~~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.~~

- a. The OPG shall maintain a primary place of business within its assigned Service Area, unless this requirement is expressly waived in writing by the Board or its designee. If the primary place of business is authorized to be located outside the Service Area, the OPG shall submit to the Board a plan demonstrating how it will meet all response-time requirements, service-delivery expectations, and maintain a sufficient local presence to allow vehicle owners to retrieve impounded vehicles without undue burden. Notwithstanding any approved exception, the primary place of business shall include an adequate business office and a Primary Storage Facility located 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 with an appraised value over 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 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 high value vehicles (as defined in Section 4.2(b)(1)) 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.
- g. 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.
- h. 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.
- i. Unobstructed access must be provided to all stored vehicles. Vehicles must be parked and separated to preclude the possibility of damage.
- j. 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.

- k. Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.
- l. 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 low-dollar value vehicles (as defined in section 4.4c).
- 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 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:
 - California Vehicle Code (CVC) § 10751 – *altered identification number*
 - CVC § 14607.6 – *subject to forfeiture regarding license status of driver*
 - CVC § 22651(i) – *unpaid parking citations*
 - CVC § 22651(j) – *no evidence of registration*
 - CVC § 22651(o) – *no current registration*
 - CVC § 22651(p) – *unlicensed driver*
 - CVC § 23109.2 – *speed contest*
 - Los Angeles Municipal Code (LAMC) §41.70 – *prostitution*
 - LAMC §41.70.1 – *purchasing of controlled substances*
 - LAMC §41.70.2 – *speed contest*
 - LAMC §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. **Such background checks shall only be conducted following a conditional**

offer of employment to avoid a violation of Fair Employment and Housing Act (FEHA) regulations and/or other applicable or subsequent laws.

- 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 acknowledges that employees performing services under this Contract are subject to more stringent permitting and employment standards than private tow operators due to confidentiality requirements, evidence-handling obligations, access to contraband and personal property, and related security concerns. Accordingly, the OPG agrees to comply with all such enhanced standards as a condition of this Contract. 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 §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 §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 must maintain two-way radio communications equipment or other similar communications equipment capable of communicating with its tow unit operators, which 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 §52.44 of the Los Angeles Municipal Code.

~~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.~~

- e. Each OPG shall maintain a personal computer with adequate memory capacity and reliable internet connectivity to access the City's Parking Violations Bureau, Electronic Ticket Information Management System (eTIMS). eTIMS shall be used strictly for administrative searches (right to know, need to know) to determine the scofflaw status and hold status (to comply with active enforceable laws or statutes) and/or to determine any and all outstanding unpaid parking tickets on vehicles subject to lien sale. If an OPG's access to eTIMS is restricted by the City thereby limiting their ability to fulfill this contractual obligation, the OPG shall provide written notice signed by the Department Head of the Parking Violations Bureau to the Board or its designee.
 - 1) If, upon completion of the lien sale, surplus funds remain after satisfaction of the distributions required under Section 10.7(B)(1-4), the OPG shall query eTIMS to determine whether outstanding

parking citations or fines are owed to the City. Evidence of this query shall be printed and retained with the lien-sale documentation for inspection by the Board or its designee upon request.

- f. Each OPG shall maintain a personal computer with adequate memory capacity and reliable internet connectivity to access the OPG Association of Los Angeles' Auto Release Portal (this may be the same computer as specified in item 5.3(e) of this contract). When the Auto Release Portal is available, the OPG shall monitor it daily for messages or notifications related to evidence processing, vehicle holds, or other matters requiring OPG action. The OPG shall also maintain the capability to access, download, view, and retain all files and documents within the portal to ensure the authorized and timely release of vehicles for which a hold has been removed.

5.4 Equipment at OPG's Expense

The equipment specified in this 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.
- c. If the Department discontinues the traditional impound report, the OPG shall cooperate with any reasonable alternative reporting process adopted by the Department, including the electronic receipt or submission of forms, electronic signatures, digital uploads, or other revised documentation requirements necessary to support vehicle towing, storage, and release.

6.2 Inventory at Location Vehicle Was Impounded

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

requirement may be waived when immediate removal is necessary to address an imminent traffic or safety hazard, or when impracticable due to location or conditions (e.g., vehicle over an embankment), provided the operator completes the photographs and inventory as soon as reasonably practicable following the recovery of the vehicle or elimination of the hazard.

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 Person if they request 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. When utilizing the Auto Release Portal, the OPG shall ensure all proper documentation (including proper authorization signatures) supporting the vehicle release has been successfully attached, is viewable, and is retained by the OPG.

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 the vehicle.
 - 4) OPG employees store the unattached personal property in a secure location to preclude loss, theft, or damage.
 - 5) OPG employees inform Properly Interested Persons that the 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) A properly interested person must provide documentation demonstrating authority to access the vehicle and present identification necessary to verify their identity.

7.0 LIENS

7.1 Reasonable Grounds

- a. The authorized City employee 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 §22851 *et seq.*, with regard to all liens on stored vehicles and California Civil Code §3068 *et seq.*
- b. At least seven (7) days prior to a “long-lien sale”, as described in Vehicle Code §22851.4, the OPG must furnish a list of said lien sale vehicles to Commission Investigation 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 California Vehicle Code §22850.3

The OPG must post the notice required by §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 §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. This list shall contain vehicle identifiers to include, year, make, model and VIN, the bidder ID, and the sale amount of each vehicle. This list SHALL also be emailed to the Board's designee at OPG@lapd.online.

Note: Each bidder shall be assigned a unique numeric Bidder ID by the OPG, issued either (a) before the auction to all registered bidders or (b) after the auction to each winning bidder. A bidder may not receive more than one Bidder ID, and no two bidders may share the same identifier. The Bidder ID shall not contain or resemble any personal, biographical, or licensing information. Bidder identities shall not be disclosed to the Board except when required for criminal or administrative investigations, or a specific audit or compliance review.

- 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 who 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. This list shall include any OPG employees acting as universal operators (employed by more than one 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.

~~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.~~

- 4) The OPG shall report to the Board's designee, Commission Investigation Division (CID), all instances involving the sale, transfer, disposal, acquisition, lien-sale purchase, or "no-bid" acquisition of any formerly stored vehicle, vehicle part, or vehicle accessory when the transaction involves: (1) any owner, officer, manager, employee, agent, contractor, affiliate, or representative of the OPG; (2) any family member or household member of such individuals; (3) any person or entity with whom such individuals have an arm's-length, close personal, financial, or business relationship; or (4) any individual known to the OPG or its employees to be a City employee. This reporting requirement applies to both direct and indirect transactions, including those conducted through intermediaries, straw purchasers, or third parties. Such reports shall detail the vehicle year, make, model, and VIN, the date, location, and sale price of the vehicle, as well as the amount paid. The report shall be furnished within 30 days of any such action by both by mail to CID and by email to OPG@lapd.online. Failure to furnish the required report to CID shall be conclusively deemed evidence that no such transaction occurred during the reporting period.

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 (OPGLA), the Contractor will provide timely information to the OPGLA Vehicle Impound Information Center (VIIC) database maintained by the OPGLA. If the Contractor is not an active member of the OPGLA, the Contractor will, independently and at the Contractor's own expense, provide all of the same systems and services

the OPGLA 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. 1/25 [v.2]) 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 OPGLA, the Contractor will participate in the Document Control System maintained by the OPGLA. If the Contractor is not an active member of the OPGLA, 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. 1/25 [v.2]) any third-party Document Control System and the data contained therein is proprietary and owned by the respective contractor and/or 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 this Agreement. The owner of an impounded vehicle is responsible for such charges, and those charges become a lien against the impounded vehicle as provided by law.

However, certain exceptions apply in which the City will pay fees to the OPG.

- 1) 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 due to lack of reasonable cause for the impound, an administrative error, or the vehicle was held for evidentiary analysis and/or legal or civil proceedings, the City will pay such fees to which the OPG was entitled under the terms of this contract.
 - 2) Acting through the Board or its designee, the City may implement programs to address vehicles that are abandoned, dilapidated, or otherwise subject to abatement or removal. When feasible, such vehicles may be claimed by properly interested persons. However, if a vehicle remains unclaimed, cannot be identified due to its condition, is considered low-value by law, or cannot (or fails to) be sold at auction, the City may compensate the OPG to dismantle and recycle the vehicle in a manner approved by the Board or its designee.
 - 3) For any vehicle that remains in storage for more than one hundred twenty (120) days, the OPG shall not charge the City for more than one hundred twenty (120) days of storage, consistent with the maximum lien-eligible storage period authorized under California Vehicle Code §22851, or any successor statute establishing the maximum duration of a towing and storage lien. This limitation applies regardless of the reason the vehicle remains in storage, including but not limited to evidence holds, investigative holds, delayed release authorizations, or any other circumstance leading to extended storage. For such vehicles, any storage charges exceeding one hundred twenty (120) days shall be deemed waived and shall not be recoverable from the City.
 - 4) The City shall have no obligation to pay any invoice submitted more than twelve (12) months after the later of: (1) the date the services were performed, or (2) the date the stored vehicle reached final disposition, including but not limited to dismantling, release, lien sale, auction, or any other form of disposal. Any invoice submitted after this period shall be deemed waived and shall not be recoverable from the City.
- 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.
- h. Special Assessments Authorized by the Board. The Board, or their designee, may at their discretion and upon written notice to the contractor, establish special assessments, reimbursement schedules, or program-specific compensation rates applicable to OPGs for work performed in support of City-directed initiatives, including but not limited to vehicle recycling, oversized-vehicle abatement, encampment operations, or other public-safety or public-health programs. Any such special assessment or reimbursement schedule authorized by the Board shall be administered by Commission Investigation Division (CID), and shall be payable by the Department in accordance with the terms, conditions, and documentation requirements established by CID. The Operator shall comply with all reporting, documentation, and procedural requirements associated with any Board-authorized special assessment. No special assessment established under this clause shall impose any financial obligation on the Operator beyond compliance with the prescribed procedures, and all payments due under such assessments shall be invoiced to the Department within one year of the services provide and will be paid by the Department.

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 ($\frac{1}{2}$) hour or fraction thereof over the first hour will be one-half ($\frac{1}{2}$) 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.

- 1) "Special Event" means any organized or scheduled activity occurring within the City of Los Angeles that results in a significant, concentrated impact on public streets, traffic circulation, or parking availability, including but not limited to parades, marches, demonstrations, marathons, athletic or sporting events, award ceremonies, film premieres, street festivals, cultural celebrations, or other large-scale public gatherings. A "special event" shall be deemed to have occurred when the event results in the

impoundment of fifteen (15) or more vehicles from public streets within a one-half-mile (0.5-mile) radius of the event footprint during any continuous twelve (12) hour period.

10.5 Vehicle Release Fee

- a. The OPG must collect and remit to the City the Vehicle Release Fee as required by § 80.77.1 of the Los Angeles Municipal Code, and must comply with all the requirements of § 80.77.1.
- b. Failure of the OPG to comply with all the requirements of Los Angeles Municipal Code § 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 § 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 §§ 21.15.1 through 21.15.14.
- b. Failure of the OPG to comply with all the requirements of Los Angeles Municipal Code § 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 deemed to be low-value vehicles under applicable California law (currently defined as vehicles valued at five hundred dollars (\$500) or less) ~~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.

~~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.~~

b. Upon the auction sale of a lien vehicle, and as permitted by applicable law (including any subsequent statutory or regulatory amendments), the OPG shall distribute the proceeds of the sale in the following hierarchical order, until such proceeds are fully exhausted:

- 1) Recovery of Towing Fees. Towing fees shall be recovered in amounts consistent with the rates established by the Board, including any Board-authorized surcharges applicable to the initial towing of the vehicle (e.g., electric-vehicle fees).
- 2) Recovery of Lien sale fees. Lien-sale fees shall be recovered in an amount not to exceed the lesser of the actual lien-sale costs incurred or the statutory maximum permitted under the California Civil Code.
- 3) Payment Pursuant to Los Angeles Municipal Code §21.15.2 et seq., Parking Occupancy Tax (POT) shall be imposed at ten percent (10%) of the storage fee charged for the vehicle. The towing fee and the lien-sale processing fee (items 10.7(B)(1–2)) are exempt from POT, as they do not constitute parking or storage charges. The OPG shall collect the applicable tax and remit it to the Office of Finance.

Example: Auction Selling Price: \$1,000.00
Tow Fee: (\$215.00)
Lien Sale Processing: (\$70.00)
Total Storage Due: \$715.00
Multiply by 10% \$71.50 (Parking Tax Due)

Total Due from purchaser on Above Vehicle Sale
Auction Selling Price: \$1,000.00
Parking Tax: \$71.50
Total Due: \$1,071.50

Any vehicle-ownership transfer, assignment, restructuring, or any financial adjustment intended to manipulate the sale price or fee structure to reduce the Parking Occupancy Tax is strictly prohibited and constitutes a material breach of this agreement.

- 4) Recovery of Storage Fees. Storage fees owed to the business shall be recovered in amounts consistent with the rates established by the Board.
- 5) Payment of Delinquent Parking Citations. The OPG shall conduct a current eTIMS inquiry, which is defined as a query performed on or within five business days of the auction date, to determine whether

the vehicle has outstanding or delinquent parking citations. After satisfying Items 1 through 4 above, and only if surplus proceeds remain, the OPG shall remit to the Los Angeles Department of Transportation, Parking Violations Bureau, payment of all outstanding citations, fines, penalties, surcharges, and administrative fees associated with the vehicle.

a) In the event of an auction sale, the OPG shall provide the vehicle purchaser with a receipt or other satisfactory evidence issued by the Parking Violations Bureau confirming that all delinquent citations have been paid. "Satisfactory evidence" means documentation acceptable to the Department of Motor Vehicles for purposes of vehicle registration.

6) Remaining Excess Proceeds. In the absence of any statute or regulation prescribing a specific remittance timeline or procedure, the OPG shall transmit all excess proceeds to the Department of Motor Vehicles no later than thirty (30) calendar days after the lien sale. If any applicable statute or regulation establishes a shorter remittance period or modifies the required manner, method, or procedural steps for transmitting excess proceeds, the OPG shall comply with such requirements. Failure to transmit excess proceeds within the required period, or failure to comply with any statutory or regulatory remittance procedure, shall constitute a material breach of this Agreement. Under no circumstances may excess proceeds be retained by the OPG or any other party.

7) The OPG shall retain records for each vehicle sold at auction that document the total remuneration received and a complete, itemized distribution of all proceeds, including each line-item recipient and the amount paid, with specific identification of all payments corresponding to Items 1 through 6 above.

c. All vehicles impounded within the City of Los Angeles, or impounded by any City agency or authorized City employee under this Agreement, that proceed to lien sale shall be lien-sold within the City of Los Angeles and exclusively under the legal entity of the contracted OPG, which shall be the seller of record for all lien-sale transactions. When not prohibited by Board rules or statute, an OPG may utilize third-party auctioneers, online auction platforms, or other auction service providers to facilitate the lien sale; however, no affiliate, subsidiary, related entity, or third-party auction provider may act as the seller of record or otherwise substitute for the contracted OPG in the execution of the lien sale. The OPG shall not transport or transfer any such vehicle outside the City of Los Angeles for purposes of conducting a lien sale, except when expressly required by statute or regulation. Any

lien sale conducted outside the City of Los Angeles, or conducted under the name or authority of any entity other than the contracted OPG, shall constitute a material breach of this Agreement.

10.8 Forfeited Vehicles

- a. The OPG must remit to the City all the money due to the City from the proceeds of the sale of vehicles forfeited as a nuisance pursuant to local or State law (remittance of funds shall occur in the manner prescribed within Section 10.7b of this contract).
- 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 § 80.77.4.D of the Los Angeles Municipal Code, which remains subject to future revisions, the OPG must pay to the City a fee currently 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 § 80.77.4.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 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, has violated the terms of this contract, 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 § 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.

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. 01/25 [v.2]), 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 **Records Management and Retention, Audits and Inspections**

~~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).~~

- a. The OPG shall securely maintain complete and accurate records relating to all towing, storage, lien-sale, and vehicle-release activities for the period prescribed in the applicable Standard Provisions for City Contracts (Section PSC-22), or, if no period is specified, or the requirement is otherwise unclear, for a minimum of five (5) years from the date of each transaction, activity, or record's creation.

Records shall include, but are not limited to, tow authorizations, invoices, photographs, inventory sheets, reports, evidence vehicle logs, storage logs, lien-sale documentation, auction proceeds and distributions, video and/or audio recordings of auctions, DMV forms, vehicle disposal authorizations or similar documents, eTIMS citation queries, receipts, and all financial records associated with each vehicle. All records shall be made available to the Board or its designee for inspection, audit, or copying upon request at no additional

cost and without unreasonable delay. If the Agreement expires or is terminated, the OPG shall not destroy, alter, or dispose of any records without written authorization from the Board or its designee, or until the applicable five-year period has elapsed. By mutual agreement with OPGLA, the OPG may transfer or delegate some or all record-retention responsibilities to OPGLA; however, such delegation shall not relieve the OPG of its legal or contractual obligations unless expressly approved by the Board or its designee.

- 1) Notwithstanding the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), and without limiting the City's inspection and auditing rights, all records referenced above, and all data contained therein, created or generated by the OPG or OPGLA in the course and scope of their business shall remain the property of the respective OPG and/or OPGLA. Nothing in this Agreement shall be construed as transferring ownership of such records or data to the City.
- 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 as 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 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.

1) 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.

16.0 ORDER OF PRECEDENCE (when applicable)

In the event of an inconsistency between any of the provisions of this Contract, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:

- 1.
2. **Standard Provisions for City Contracts (Rev. 01/25 [v.2])**

[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

Corporation / OPG

By: _____
Board President's name
President
Board of Police Commissioners

By: _____
Corporate Officer
CEO / President

Date: _____

Date: _____

APPROVED AS TO FORM:
CITY ATTORNEY NAME, City Attorney

By: _____
Deputy City Attorney Name
Deputy City Attorney

Date: _____

ATTEST:

City Clerk Name, CITY CLERK

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate No: BTRC No here

IRS Federal Tax ID No: EIN/TAX ID here

City Agreement No: _____ Contract Number