



September 6, 2018

NOTICE INVITING PROPOSALS FOR LIGHT, MEDIUM AND HEAVY DUTY TOWING SERVICES, TOWING AND ROAD SERVICES FOR CITY VEHICLES, LIEN SALE PROCESSING SERVICES, AND VEHICLE AUCTION SERVICES FOR THE CITY OF BEVERLY HILLS

BID No. 18-75

The City of Beverly Hills invites prospective Respondents to submit proposals for the provision of light, medium and heavy duty towing services. City has a regular need for official police towing services, including the towing of privately-owned vehicles at the request of City employees and towing and road services for City-owned equipment and vehicles within the boundaries of City. City desires to have these towing services provided by Vendor upon request as more particularly described in this Request for Proposals ("RFP"). Proposals must be submitted in accordance with the conditions outlined in this RFP.

The RFP is being sent to prospective Respondents via e-mail at 1:00 p.m. (Pacific) on Thursday September 6, 2018. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, no later than 12:00 p.m. (Pacific standard time) on Thursday, September 27, 2018 via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the United States Postal System or other mail delivery service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e. telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be directed to the primary contact, Sgt. Gregg Mader (Traffic Bureau Sergeant / Beverly Hills Police Department), for response, and sent via e-mail to: gmader@beverlyhills.org. mail to: To ensure a timely response, please copy the following Traffic Bureau personnel, Lt. Renato Moreno (rmoreno@beverlyhills.org) and Sgt. Jay Kim (jkim@beverlyhills.org) on all inquiries. Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit four (4) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Proposal for Police Towing and Other Related Services
PD Bid No. 18-75
Attention: Sgt. Gregg Mader
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210**

**NOTICE INVITING PROPOSALS FOR LIGHT, MEDIUM AND HEAVY DUTY TOWING SERVICES,
TOWING AND ROAD SERVICES FOR CITY VEHICLES, LIEN SALE PROCESSING SERVICES, AND
VEHICLE AUCTION SERVICES FOR THE CITY OF BEVERLY HILLS**

REQUEST FOR PROPOSALS

Date of Request: Thursday, September 6, 2018 1:00 p.m. (Pacific)

Bid Number: PD 18-75

Item Description: The City of Beverly Hills ("City")/ Beverly Hills Police Department ("BHPD") is accepting proposals from qualified bidders to provide light, medium and heavy duty towing services and towing / road services for City (all departments and private) vehicles. At City's sole discretion, more than one tow provider may be selected. If more than one tow provider is selected by the City of Beverly Hills, the tow vendors will be rotated on calls for service from the City.

Question Period: Thursday, September 6, 2018 through Thursday, September 20, 2018 by 12:00 noon (Pacific standard time).

All inquiries must be received via e-mail during this period. Emails must be sent to: gmader@beverlyhills.org; mail to: with a copy to rmoreno@beverlyhills.org and jkim@beverlyhills.org.

City's responses to requests and submissions of questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent this RFP, and posted on the City's website within 2 days of the end of the question period.

Due / Open Date: 2:00 p.m. (Pacific) on Thursday, September 27, 2018

Evaluation Period: September 27, 2018 – October 11, 2018 (*tentative*)

Upon review and evaluation of the proposals submitted, the City may develop a short list of candidates and invite selected respondents to participate in an interview and presentation process. The Police Department's Traffic Bureau will conduct an inspection of selected respondents' business facilities and towing equipment.

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SECTION 1: Minimum Requirements for Submitting a Proposal

- 1-1. Respondents must have been in the business of providing light, medium and heavy duty towing services and towing and road services, lien sale processing services, and vehicle auction services for a period of at least five years.
- 1-2. Respondents must provide complete proposals, including detailed descriptions of how they would provide the requested services, and detailed financial information that describes all aspects of the services they propose to provide.
- 1-3. Respondents' proposals must be valid for not less than ninety (90) days after the Open Date.

SECTION 2: General Conditions

- 2-1. Proposals may be withdrawn at any time prior to the Open Date by submitting a written request via email to: gmader@beverlyhills.org with a copy to rmoreno@beverlyhills.org and jkim@beverlyhills.org. No proposal may be withdrawn after the Open Date.
- 2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award(s) have been made, a failure to have read the conditions, instructions, and specifications herein shall NOT be cause to alter the contract or for Respondent(s) to request additional compensation.
- 2-3. The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein. Please do not include videos.
- 2-4. The form of proposal shall be made in the format requested and each Respondent shall submit, in full, the completed original BID FORM, along with the attachments and all other requested documentation.
- 2-5. Bid Form: If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, it shall be made by an officer or other individual who has the full and proper authorization to do so and their address shall be given. If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be given.

- 2-6. Respondents to the RFP must submit four (4) copies of their proposal in a sealed envelope. The envelope should be clearly marked as indicated on page 1 of this Request for Proposals.
- 2-7. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 12:00 p.m. (Pacific standard time) on Wednesday, September 26, 2018, via mail or in-person, at which time they will be opened and publicly read.
- 2-8. All requests for clarification or inquiries concerning this RFP must be directed to: gmader@beverlyhills.org [mailto:](mailto:gmader@beverlyhills.org), with a copy to rmoreno@beverlyhills.org and jkim@beverlyhills.org, Thursday, September 6, 2018 through Thursday September 20, 2018 by 12:00 noon (Pacific standard time). Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response. City's responses to requests and submissions of questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent this RFP, and posted on the City's website within 2 business days of the end of the question period.
- 2-9. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.
- 2-10. Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.
- 2-11. Respondents' proposal must be valid for not less than ninety (90) days after the Open Date.
- 2-12. The City of Beverly Hills shall not be liable for any pre-contractual expenses incurred by any Respondent or the selected Respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFP.
- 2-13. This Request for Proposals, Bid Form, its attachments, the Responsive Proposal, and Addenda, if any, will be incorporated as part of the Contract.
- 2-14. If the Respondent is a sole proprietorship, the contract shall be executed by the business owner personally. If the Respondent is a partnership, the contract shall be executed by one or more of the partners that have authority to bind the partnership. If the Respondent is a corporation, the contract must be executed by two authorized signatories. The first must be one of the following: chairman of the board, president or any vice president; the second signature must be a secretary, any assistant secretary, the chief financial officer or any assistant treasurer. If the Respondent is a joint venture, the contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to bind the entity.

- 2-15. Every supplier of materials and services and all Respondents doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.
- 2-16. The Respondent(s) selected for the contract(s) shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.
- 2-17. *Respondents shall provide bank statements, expenses and income reports for the past two (2) years that are directly associated with the operation of the business.*

SECTION 3: Insurance and Indemnification Requirements

- 3-1. The Respondent selected ("Respondent") shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Respondent.
- 3-2. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of Two Million Dollars (\$2,000,000) per occurrence combined single limit, covering any vehicle utilized by Respondent in performing the services required by the Agreement.
- 3-3. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Garage Keepers Legal Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate.
- 3-4. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Worker's Compensation as required by the State of California with statutory limits and Employer's Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 3-5. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Employee Theft and Dishonesty Insurance or a Fidelity Bond, with minimum limits of One Million Dollars (\$1,000,000).
- 3-6. Respondent shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement.

- 3-7. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.
- 3-8. Respondent agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.
- 3-9. At all times during the term of the Agreement, Respondent shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Exhibit C to Attachment D, attached hereto and incorporated herein, or satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Respondent shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.
- 3-10. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers, employees, agents, representatives, attorneys and volunteers as additional insured parties.
- 3-11. The insurance provided by Respondent shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Respondent's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Respondent hereby waives all rights of subrogation against City.
- 3-12. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Respondent shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Respondent shall procure a bond guaranteeing payment of losses and expenses.
- 3-13. Respondent shall provide City with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- 3-14. The insurance provided by Respondent shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.
- 3-15. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Respondent shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Respondent shall procure a bond guaranteeing payment of losses and expenses.
- 3-16. The insurance coverage amounts required under the Agreement do not limit City's right to recover against Respondent and its insurance carriers.
- 3-17. The selected Respondent (or "Vendor") agrees to indemnify, hold harmless and defend City, its elected and appointed officials, officers, employees, agents, servants, representatives, attorneys and volunteers, from and against any claim, liability, loss,

damage, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization, arising out of or in any way connected with the performance of any towing service operations, Vehicle Towing Services, or related activities by Vendor, its officers, agents, employees, sub consultants, or subcontractors, whether or not there is concurrent passive or active negligence on the part of City, its elected and appointed officials, officers, employees, agents, servants, representatives, attorneys and volunteers. Vendor agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Vendor or any person employed by Vendor in the performance of this Agreement. If Vendor is required to indemnify City in accordance with the provisions of this section, Vendor shall:

(a) Defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities with counsel of City's choice and shall pay all costs and expenses, including reasonable attorney's fees, incurred in connection therewith; and

(b) Shall promptly pay any judgment rendered against Vendor and/or City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such towing service operations, Vehicle Towing Services, or related activities by Vendor, or activities of Vendor hereunder and expressly agrees to save and hold City harmless therefrom; and

(c) In the event City is made a party to any action or proceeding filed or prosecuted against Vendor for such damages or other claims arising out of or in connection with the conduct of towing services, or activities of Vendor hereunder, Vendor agrees to pay City any and all costs and expenses incurred by City in such actions or proceedings, together with reasonable attorney's fees."

3-18. Respondent's obligations under this or any other provision of the Agreement will not be limited by the provisions of any workers compensation act or similar act. Respondent expressly waives its statutory immunity under such statutes or laws as to the City, its elected officials, officers, agents, employees and volunteers.

3-19. City does not and shall not waive any rights that it may possess against Respondent because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to the Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Respondent agrees that Respondent's covenant under this section shall survive the termination of the Agreement.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

SECTION 4: Background Information

4-1. The City of Beverly Hills is a 5.7 square-mile municipality surrounded by the cities of Los Angeles and West Hollywood. Approximately 35,000 people live in Beverly Hills and over

76,000 people work in the City. On any given day there is a daytime population of between 150,000 and 200,000 people physically in the City, including residents, businesses, and visitors. Over 320,000 vehicles enter and leave Beverly Hills daily.

- 4-2. The City of Beverly Hills successfully dedicates its resources to provide residents, businesses and visitors the highest quality safety services, recreational facilities, and physical environment with impressive results.
- 4-3. BHPD maintains an emergency response time of less than three minutes. The City of Beverly Hills Fire Department (BHFD) has a response time average of four minutes for fire suppression and three and a half minutes for emergency medical responses. High standards for training and state-of-the-art equipment have resulted in an incidence of crime that is lower than that in any surrounding agency.
- 4-4. ***Current Program (expires on October 31, 2018).*** The City currently contracts with a Vendor that provides light, medium and heavy duty towing services and towing and road services for City vehicles; lien sale processing services; and vehicle auction services as those terms are defined in the contract. The majority of the City's requests for the Vendor's services relates to the impounding of vehicles. In 2016 the City impounded 2,475 vehicles and in 2017 the City impounded 2,511 vehicles, for a variety of reasons, as authorized by the California Vehicle Code.

The Vendor is required to provide a sufficient number of tow units and tow unit operators to meet the needs of the Police Department and other City departments that need towing or road services. Upon receipt of a request for towing or a road service request, the Vendor is required to immediately dispatch an available, unassigned tow unit and operator to the location of the requested service. Generally, response times are not to exceed fifteen (15) minutes.

Vehicles impounded by the City are currently stored at one of three locations.

Location #1 (336 N. Foothill Road). Vehicles impounded pursuant to California Vehicle Code (CVC) sections 14602.6 (30 Day Impounds), 22651(I) (Unpaid Parking Tickets) 22651(o) (Unpaid Vehicle Registration) are stored at the City's vehicle storage facility. The vehicles are towed to the City's facility by the Vendor and remain in storage in a secured sub garage until they are retrieved by the vehicle owners or authorized representatives. Vehicles that are not retrieved from impound are transported to the Vendor's facility where they are sold as part of the Vendor's weekly lien sale auction at no cost to the City. The City pays the Vendor for the towing and lien sale processing services it provides for vehicles stored at the City's facility.

Location #2 (332 N. Foothill Road). Vehicles impounded pursuant to CVC section 22651(b,g,d,j,k,m,n & p) between the hours of 3:00 p.m. and 6:30 p.m. are temporarily stored at the City's vehicle storage facility. The vehicles are towed to the City's facility by the Vendor and remain in storage on a secured surface lot until they are retrieved by the vehicle owners or authorized representatives. The Vendor utilizes a small office at this location during this three hour period and releases vehicles upon receipt of the Vendor's towing fee. For all vehicles impounded, any applicable City fee is collected at the Beverly Hills Police Department at 464 N. Rexford Dr. in Beverly Hills, CA 90210 in the Records Department prior to the Vendor's towing fee being collected. Vehicles that are not

retrieved from impound by 6:30 p.m. are re-towed to the Vendor's primary facility at no additional cost to vehicle's owner where they are stored until they are ultimately released or sold at lien sale.

Location #3 (Contractor Facility). Vehicles not impounded pursuant to CVC sections 14602.6, 22651(i), 22651(o), 22651(n) or 22655.5 are stored at the Vendor's primary private facility, which is located no more than seven miles from any geographical limit of the City of Beverly Hills per Beverly Hills Municipal Code 4-2-1405. The vehicles are towed to the Vendor's facility by the Vendor and remain in storage until they are retrieved by the vehicle owner or authorized representative. Vehicles that are not retrieved from impound are sold as part of the Vendor's weekly lien sale auction. The Vendor collects all fees related to these impounded vehicles, including towing, storage, and lien sale processing fees from the vehicle owners or authorized representatives. At no time is the Vendor to collect the City's Vehicle and Impound Release Fee on any vehicles released from impound.

SECTION 5: Requirements for this Request for Proposal Includes a Change of Business Practice by the City

- 5-1. Towing & Storage: Vendor shall provide light, medium and heavy duty towing services within the City which shall include: the towing of privately and City owned vehicles and equipment such as automobiles, light trucks, motorcycles, commercial vehicles and specialty equipment or other vehicles as necessary; "Emergency Towing" as that term is defined in the Beverly Hills Municipal Code (4-2-1402); and "Nonemergency Towing" as that term is defined in the Beverly Hills Municipal Code (4-2-1402).
- 5-2. Vehicle Storage: Vendor shall be responsible for the storage of all impounded vehicles including, but not limited to: vehicles towed pursuant to 22651 (b, c, d, g, h, i, j, k, m, n, o, & p, r) and at the City's discretion vehicles impounded for commercial violations. Notwithstanding the above, Vendor shall store such vehicles at the Vendor Facility unless, at the Police Chief or her designee's written direction, City authorizes Vendor to utilize a City location selected by City.
- 5-3. Evidence Storage: The Vendor will provide the City with up to 8, interior and secure, standard vehicle spaces. The City maintains a short term storage area, at the City's Police Department that is utilized by forensic specialists and detectives.
- 5-4. Monthly Reports: Vendor is required to submit monthly reports that detail the services that the Vendor provides to the City as described in section 5.15 of this RFP.
- 5-5. Road Service: Vendor shall provide road service for City owned, leased, or operated vehicles or equipment. Service shall include tire changes, jump-starts, needing gas, etc.
- 5-6. Compliance: Vendor shall at all times during the term of the Agreement comply with all applicable federal, state, and local laws including, without limitation, the State of California Vehicle Code, the State of California Civil Code, and the provisions of the City of Beverly Hills Municipal Code (and any subsequent amendments) as set forth in Attachment C. This includes, but is not limited to, obtaining a City business permit and a business license.

- 5-7. Equipment Requirements: Vendor shall, at its own costs and expense, provide all equipment that may be required for performance of the services required by this bid. Vendor shall maintain a sufficient number of tow units to meet the needs of the Police Department and other City departments. All towing units operated by the Vendor shall comply with all laws, ordinances, and rules that regulate towing units.
- 5-8. Uniform Requirements: Towing unit operators shall be required to wear a Police Department-approved uniform when acting within the scope of their "official" vehicle towing service employment.
- 5-9. Hours of Operation: Respondent shall provide continuous towing operations, twenty-four (24) hours per day, seven (7) days per week, including holidays.
- 5-10. Responses and Delays in Calls for Service: Vendor shall ensure that a sufficient number of tow units and tow unit operators are available and in a close proximity to the City limits at all times in order to meet the needs of the Police Department and other City departments that rely upon it for tow service.

Upon receipt of a request for tow service from an authorized Police Department or other City department employee, an available, unassigned tow unit and operator shall be dispatched and immediately proceed to the location of the requested service. Generally, response times for routine tow requests should not exceed fifteen (15) minutes.

In the event of a delay in excess of fifteen (15) minutes, the Vendor shall notify the concerned department of the delay, the reason for the delay, and an estimated time until a tow unit and tow unit operator will respond to the request for tow service.

In the event of a request for tow service outside of the City limits, the concerned department shall be advised of the estimated time of arrival within ten (10) minutes of the initial call for service.

- 5-11. Staffing of City Facility to Secure and Release Vehicles Impounded Pursuant to CVC 22651(b,d,g,i,k,m,n&p): At City's written direction, Vendor will staff the City's Vehicle Impound Storage Facility (selected by City) at a minimum Monday through Friday between the hours of 3:00 p.m. and 6:30 p.m. and shall conduct all services required for the impounding and subsequent release of short term vehicles impounded pursuant to CVC 22651(b,d,g,i,k,m,n&p) and at City's discretion, vehicles impounded for other State and/or City Municipal Code violations. City may provide Vendor with access to an office at the City Facility to transact business related to the temporary storage and release of these vehicles. In the event that the City repurposes the current location and needs to relocate the short term storage location, the Vendor may be required to provide their own office space such as a mobile office

Vendor shall ensure that vehicles released at this facility are released only to their registered owners or authorized representatives of their registered owners. Vendor shall deliver the vehicle release documentation to the City every weekday by 8:00 p.m. Vehicles not retrieved from impound by 6:30 p.m. from the City's Vehicle Impound Storage Facility will be re-towed by Vendor to Vendor's primary storage facility. These vehicles shall NOT be assessed a second towing fee.

- 5-12. Lien Sale Processing: Vendor shall comply with all applicable state and federal laws regarding the lien sale process of vehicles that were impounded by the City that meet the criteria for lien sale. The City will not be involved in or associated with any aspect of the lien sale process. Vendor will receive written confirmation from BHPD that vehicles impounded pursuant to 22651(h) (arrest) are no longer needed for investigative purposes and are clear for lien sale.
- 5-13. Vehicle Auction Services: Vendor shall comply with all applicable state and federal laws regarding the auction of vehicles that were impounded by the City that meet the criteria to go to auction sale. The City will not be involved in or associated with any aspect of the auction sale process. Vendor will receive written confirmation from BHPD that vehicles impounded pursuant to 22651(h) (arrest) are no longer needed for investigative purposes and are clear for auction.
- 5-14. Inspections: Vendor shall be subject to inspections by authorized BHPD personnel to determine if all relevant operators, records and equipment are in compliance with all applicable federal, state, and local laws and terms of its agreement with the City.
- 5-15. Monthly Report: Vendor shall submit a monthly "Vehicle Towing Service Monthly Report" by the fifteenth (15th) day of each month to the City, which shall contain the following information:
- The report shall contain each of the following:
1. Number of calls for service.
 2. Number of vehicles towed.
 3. Number of lien sales processed.
 4. Number of vehicles auctioned.
 5. A detailed breakdown of the number of vehicles towed showing:
 - a. Total number of impounds.
 - b. Number of 30 day impounds.
 - c. Number of other Police Department initiated tows at owner's request.
 - d. Number of non-police initiated City tows.
 6. A list of the tow unit operators that were employed by Vendor during any period of that reporting month. The list shall contain the tow unit operator's name; police permit number, operator's license number and expiration date.
 7. An explanation of each tow where a response time delay in excess of thirty (30) minutes occurred.
- 5-16. Vendor shall provide City representatives access to the County VIIC (Vehicle Information Impound Center) system.
- 5-17. Invoices: Vendor shall submit statements of service charges to be paid by the City to the Traffic Bureau Commander and public works contact on a monthly basis, in a format approved by the Police Department. Each invoice shall detail, with specificity, the services for which the City is being charged.
- 5-18. Documents: Copies of the following documents shall be submitted to the Traffic Bureau Commander prior to the contract being awarded:
- All Permits
 - Business License

- Certificate of Insurance

- 5-19. Identification Cards: Vendor and all persons employed by Vendor to perform vehicle towing services shall obtain an Identification Card issued under the provisions of Title 4, Article 2, Chapter 1 of the City of Beverly Hills Municipal Code (and any subsequent amendments) as set forth in Attachment C.
- 5-20. E-Verify: If Vendor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Vendor shall enroll in the E-Verify program within fifteen (15) days of entering into any agreement with the City to verify the employment authorization of new employees assigned to perform work. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov/everify>. Vendor shall certify its registration with E-Verify and provide its registration number to the City.

SECTION 6: Format of Response/Proposal

- 6-1. Respondents interested in responding should submit a packet that is labeled, includes a table of contents, and has each page numbered individually that includes the following sections or subsections in the response including the following:
- A. Bid Form. Complete and execute the attached Bid Form set forth in Attachment
 - B. Company Description. A description of the company, including the organization's experience and history of providing services as required in this RFP.
 - C. Experience. Provide a detailed description of related experience in performing the services requested.
 - D. Scope of Work. Based on the requirements in Section 5, describe how your company proposes to supply the services requested in this RFP.
 - E. References. Provide a list of three professional references including:
 - Name of Agency/Organization
 - Contact Person
 - Address
 - Telephone
 - Fax
 - Email
 - Description of Services Provided
 - F. Contractor and Subcontractor Listing. If applicable, submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement.
 - G. Additional Information. Respondents may provide additional information that is relevant to the proposal for consideration. Please do not include videos.
 - H. Sample Agreement. Carefully review the terms of the sample agreement in Attachment D and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification(s). However,

please be aware that deviations from City's standard terms and conditions may result in bid rejection.

- I. Non-Collusion Affidavit for Respondent. Complete and execute the attached Non-Collusion Affidavit for Respondent Form set forth in Attachment B.

SECTION 7: Selection Process

The City reserves the right to accept or reject any and all bids and reserves the right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this Request for Proposal or decline to award a contract at its sole discretion. The City may reject proposals from Respondents who cannot satisfactorily prove the experience, qualifications and financial stability required by this RFP and/or provide the scope of services required herein.

- 7-1. The City reserves the right to require any or all Respondent(s) to either make a presentation that illustrates their abilities to provide services and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the Respondent(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.
- 7-2. The City reserves the right to inspect the Respondent(s) equipment and/or facility to determine if the equipment and/or facility necessary to provide services are in compliance with the requirements of the BHMC.
- 7-3. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, including negotiating with one or more of the Respondent's for the same services.
- 7-4. Any agreement entered into by the City and Respondent is on a non-exclusive basis.
- 7-5. The City shall determine, at its discretion, the number of Respondents to be selected for all or any portion of the services described herein.

ATTACHMENT A – BID FORM – Page 1 of 3

RATES

Vehicle Towing Services	Rate
Towing Rates - for Privately-Owned Vehicles (paid by private vehicle owner or through lien sale auction proceeds)	
Standard Vehicles Towed to Vendor’s Primary Facility	
Standard Vehicles Towed to City’s Facility	
Medium Duty Vehicles (10,000 to 26,000 lbs.)	
Heavy Duty Vehicles (26,001 lbs.)	
Miscellaneous Towing Services for Privately-Owned Vehicles, i.e. lockout, jump start, out of gas	
Recovered stolen vehicles	
Towing Rates - City Vehicles (paid by City) (All City departments)	
City Vehicles Towed to City’s Facility (first 10 miles)	
City Vehicles Towed to City’s Facility (after first 10 miles)	
Medium Duty City Vehicles (first 10 miles)	
Medium Duty City Vehicles (after first 10 miles)	
Heavy Duty City Vehicles (first 10 miles)	
Heavy Duty City Vehicles (after 10 miles)	
Vehicles towed from outside City limits on City’s behalf	
Storage Rates - (Vendor’s Primary Facility)	
Standard Vehicles (paid by private vehicle owner)	
Motorcycles (paid by private vehicle owner)	

Medium Duty Vehicles (10,000 to 26,000 lbs.)	
Heavy Duty Vehicles (26,001 lbs.)	
Secure Evidence Storage	
Short Term Storage at City Facility	Fee Per City Council Ordinance or Resolution
Recovered stolen vehicle storage	
Detective Hold	
EXCEPTIONS: When a vehicle is released during the first hour, Vendor shall waive the storage fee.	
Heavy-Duty Towing Services	Rate
Heavy Duty Towing Recovery (Rollover, winch out, tilt up)	
Rotator Service	
Specialized Labor for Heavy Duty recovery	
Lowboy Service for Heavy Duty recovery	
Service Call (clean-up, debris, lock-out, tire change, etc.)	
Additional Services	
Dollies	
Hazardous or dangerous cargo removal	

**ATTACHMENT B – NON-COLLUSION AFFIDAVIT FOR
RESPONDENT**

I _____ declare and state the following:

1. That I am the (owner, partner, representative, or agent) of _____ hereinafter referred to as the Respondent.
2. That I am fully informed regarding the preparation and contents of this proposal for certain work for the City of Beverly Hills, State of California.
3. That the proposal submitted is genuine and is not collusive or a sham proposal.
4. That the officers, owners, agents, representative, employees or parties in interest, including this affiliate, have not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposers, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or have in any manner, directly or indirectly, sought by unlawful contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance or unlawful contract any advantage against the City of Beverly Hills or any person interested in the proposed contract.
5. That the price or prices quoted in the proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance, or unlawful contract on the part of the proposer or any of its agents, owners, representatives, employees or parties in interest, including this affiliate.

I certify or declare under penalty of perjury, that the foregoing is true and correct.

Dated this ____ day of ____ 20____, at _____, California.

Signed: _____

Title: _____

**ATTACHMENT C – SELECTED PROVISIONS OF THE
BEVERLY HILLS MUNICIPAL CODE**

4-1-201: IDENTIFICATION CARDS REQUIRED:

Certain types of business activities regulated by permit under this Code require that any employee or agent thereof obtain an identification card. Prior to commencing employment or engaging in any of these designated businesses or activities, the person shall obtain an identification card issued by the Police Chief, Chief Financial Officer or designee. (Ord. 09-O-2576, eff. 1-15-2010)

4-1-202: REQUESTS FOR IDENTIFICATION CARDS:

Requests for identification cards shall be filed with the Police Department or Finance Department and shall comply with the following requirements:

- A. Completion of an application form as designated by the Police Chief and Chief Financial Officer, and signed by the applicant under penalty of perjury;
- B. Identification of applicant;
- C. Photograph and fingerprints of the applicant; and
- D. Payment of the application fee as prescribed by Council. (Ord. 09-O-2576, eff. 1-15-2010; amd. Ord. 18-O-2750, eff. 4-6-2018)

4-1-203: ISSUANCE OR DENIAL OF IDENTIFICATION CARDS:

An identification card shall be denied by the Police Chief or Chief Financial Officer if the applicant has been convicted of a felony or a misdemeanor involving moral turpitude, and has not subsequently demonstrated rehabilitative characteristics; or if the applicant makes false statements on the application. If the identification card is denied, the applicant shall be notified in writing of the denial and reasons thereof. (Ord. 09-O-2576, eff. 1-15-2010)

4-1-204: APPEAL TO COUNCIL:

Any decision of the Police Chief or Chief Financial Officer relative to issuance or denial of an identification card may be appealed to Council in accordance with the procedure set forth in title 1, chapter 4, article 1 of this Code. (Ord. 09-O-2576, eff. 1-15-2010)

4-1-205: IDENTIFICATION CARDS IN EMPLOYEE'S POSSESSION:

Every person required to have an identification card under the provisions of this Code shall carry the identification card on their person at all times when engaged in the activity requiring such identification card. The identification card shall be displayed to any police officer or other authorized City employee upon request of such police officer or authorized City employee. (Ord. 09-O-2576, eff. 1-15-2010)

4-1-206: TERMS AND RENEWAL OF IDENTIFICATION CARDS:

Identification cards shall be valid for a period of three (3) years from date of issuance unless provided otherwise. The police chief and chief financial officer shall promulgate rules/regulations governing identification cards, including provisions relating to change of employers, and processing of renewal identification cards. (Ord. 09-O-2576, eff. 1-15-2010)

4-2-1401: PERMIT REQUIRED:

No person shall engage in, conduct, or carry on a "vehicle towing service" without a permit issued under the provisions of chapter 1, article 1 of this title. (1962 Code § 6-21.101 et seq.)

4-2-1402: DEFINITIONS:

EMERGENCY TOWING: Means and includes the towing of a vehicle when authorized by the California Vehicle Code or other law and requested by an officer of the city's police department, or any officer or employee of the city manager's office, fire department or transportation department who is authorized to do so pursuant to section 1-3-201 of this code.

HEAVY DUTY TOW: The towing of a vehicle described in California Vehicle Code section 34500.

LIGHT DUTY TOW: The towing of a vehicle that does not fall within the description set forth in California Vehicle Code section 34500.

NONEMERGENCY TOWING: Includes, but is not limited to, the towing of a vehicle when: a) the vehicle has been involved in a collision and is inoperative; b) the vehicle has experienced mechanical failure but has been removed from traffic lanes and no longer constitutes a hazard; c) the vehicle is mechanically inoperative and is towed for convenience; or d) such towing is authorized by the California Vehicle Code and is requested by an officer of the city's police department, or any officer or employee of the city manager's office, fire department or transportation department who is authorized to do so pursuant to section 1-3-201 of this code.

VEHICLE TOWING SERVICE: The activity of towing vehicles for compensation within the city, including the storing of vehicles and all other services performed incident to towing. (1962 Code § 6-21.101 et seq.; amd. Ord. 95-O-2244, eff. 9-1-1995; Ord. 02-O-2401, eff. 6-20-2002)

4-2-1403: EXEMPTIONS:

The provisions of this article shall not be applicable to the following:

- A. Tow service which is exclusively to members of an association, automobile club, or similar organization and receives remuneration only from the sponsoring association, automobile club, or similar organization;
- B. Tow service furnished without charges or fee for other vehicles owned or operated by the individual or organization furnishing the tow service;
- C. Tow service for other vehicles owned or operated by the individual or organization furnishing the tow service, but which are being operated under the terms of a rent or lease agreement or contract, and such towing is performed on a nonprofit basis or such fee is part of the rent or lease agreement or contract;

D. A vehicle towing service operating from outside of city boundaries which enter the city on a nonemergency towing assignment for the purpose of towing a disabled vehicle to a location outside of the city for repair. (1962 Code § 6-21.101 et seq.)

4-2-1404: PROHIBITIONS:

Any vehicle towing service shall not:

A. Respond to, undertake, or interfere with any police request for emergency towing, unless such vehicle towing service has received authorization from the city by means of a resolution, ordinance, or contract with the city to perform such services for the city.

B. Attach a vehicle to a tow unit on a nonemergency towing assignment without first receiving written authorization to do so by the registered owner, legal owner, driver, or other person in control of such vehicle. Such authorization shall list the services offered and the rates and charges required therefor, and a copy of such authorization shall be furnished to the person authorizing the tow. Such copy shall list the name, address, and telephone number of the vehicle towing operation, and the days and hours the business is open for the release of vehicles. Such copy shall be signed by the tow unit operator performing the authorized service.

C. Make any repairs or alterations to a vehicle without first being authorized by the legal owner, the registered owner, or insurance carrier of the legal or registered owner, or the authorized agent of the legal owner, registered owner or insurance carrier. Parts or accessories shall not be removed from any vehicle without authorization except as necessary for security purposes, and the parts or accessories removed shall be listed on the itemized statement which shall be kept in the business office of the vehicle towing service. The provisions of this section shall not be construed to prohibit permittees from making emergency alterations or repairs necessary to permit towing of such vehicle. (1962 Code § 6-21.101 et seq.)

4-2-1405: ADDITIONAL CRITERIA FOR ISSUANCE OR DENIAL OF PERMIT:

In addition to the criteria set forth in section 4-1-103 of this title, the permit shall be issued if a vehicle towing service maintains a business office and storage yard that complies with each of the following requirements:

A. A vehicle towing service that performs light duty tow, or light duty tow and heavy duty tow shall maintain a business office and adjacent vehicle storage yard within seven (7) miles of the city boundaries, or such greater distance as approved by the chief of police. A vehicle towing service that does not provide city with light duty tow shall maintain a business office and adjacent vehicle storage yard within a distance determined by the police chief at the time that its vehicle towing service permit is issued.

B. Ensure a safe, secure, and convenient physical location and environment for vehicle storage.

C. A vehicle towing service that provides light duty tow shall provide a storage yard with storage capacity for a minimum of forty (40) vehicles. A vehicle towing service that does not provide city with light duty tow shall maintain a storage yard with storage capacity to be determined by the police chief at the time that its vehicle towing service permit is issued.

- D. Whenever the storage yard is unattended, it shall be patrolled by at least one dog trained as a guard dog or shall have other security systems approved by the police chief at the time that its vehicle towing service permit is issued.
- E. Provide a minimum average lighting intensity in the storage yard of three-fourths ($\frac{3}{4}$) foot-candle at all times.
- F. Additional vehicle storage yards that do not comply with the provisions of this section may be maintained by the permittee provided any such additional yards are approved in writing and subject to the written conditions of the police chief. (1962 Code § 6-21.101 et seq.; amd. Ord. 02-O-2401, eff. 6-20-2002; Ord. 12-O-2631, eff. 10-12-2012)

4-2-1406: RATES AND CHARGES:

- A. Applicants for vehicle towing service permits shall file a schedule of rates and charges for each service offered with their application. No charge other than the rates and charges specified in such schedule shall be made, except as provided in this chapter.
- B. A schedule of rates and charges shall be posted and maintained listing the rates and charges of all services offered. Such signs shall be conspicuously posted in the office or other place where customer financial transactions occur. The letters on such signs shall be a minimum of one inch (1") high with one-fourth inch ($\frac{1}{4}$ ") stroke. The letters shall be a contrasting color from the background.
- C. Changes in rates and charges may be made by written notice to the police chief setting forth the new schedule of rates and charges. Such notice shall be filed with the police chief a minimum of ten (10) days prior to the effective date of such charges. A duplicate copy of such notice shall be posted for a period of ten (10) days in the office next to the posted schedule of the existing rates and charges. Upon the expiration of the ten (10) day period, the existing rates and charges may be changed in accordance with such notice.
- D. An itemized statement of charges shall be furnished without charge by permittee to the following persons or their agents: any person authorizing towing service, the registered or legal owner of the vehicle, or the insurance carrier of either the registered or legal owner. (1962 Code § 6-21.101 et seq.)

4-2-1407: HOURS OF OPERATION:

Any vehicle towing service shall provide continuous operations, twenty four (24) hours per day, seven (7) days per week, including holidays. Facilities shall be open and available for release of vehicles, at a minimum, between the hours of nine o'clock (9:00) A.M. through four o'clock (4:00) P.M. of each day Monday through Friday, excluding holidays. (1962 Code § 6-21.101 et seq.)

4-2-1408: INSPECTIONS:

Permittee shall at all times allow authorized police personnel inspection of the permittee's premises and towing equipment. (1962 Code § 6-21.101 et seq.)

4-2-1409: INSURANCE REQUIRED:

Upon issuance of the permit, and at all times that the permit is in effect, the permittee shall maintain public liability insurance covering permittee's operations in an amount not less than one million dollars (\$1,000,000.00). The insurance shall comply with the provisions of [title 3, chapter 4](#) of this code. (1962 Code § 6-21.101 et seq.)

4-2-1410: ADDITIONAL CRITERIA FOR PERMIT REVOCATION OR SUSPENSION:

In addition to the grounds for revocation set forth in section 4-1-107 of this title, a permit issued under this article may be revoked for the following reasons:

- A. The permittee maintained or operated vehicles used for towing operations in an unsafe manner;
- B. The permittee, his agents, or employees obtained a tow contract by use of fraud, trickery, dishonesty, or forgery;
- C. The permittee, his agents, or employees stopped on any street, highway, or other public thoroughfare to render vehicle towing service to a person or disabled vehicle without first being requested to do so;
- D. The permittee, his agents, or employees towed a vehicle to a location other than designated as the business address of such permittee without first receiving authorization to do so by the person authorizing the tow;
- E. The permittee, his agents, or employees, after towing a vehicle to the business location of the permittee without authorization, towed such vehicle to another location for storage;
- F. The permittee, his agents, or employees conspired with any person to defraud any owner of any vehicle, or any insurance company, or any other person financially interested in the cost of the towing or storage of any vehicle by making false or deceptive statements relating to the towing or storage of any vehicle;
- G. The permittee, his agents, or employees removed a vehicle involved in a collision prior to the arrival of the police, and a person, as a result of such collision, suffered death or injury, or the driver of an involved vehicle, or a party to such collision, was under the influence of an intoxicant of any nature, or there is evidence that such vehicle was involved in a hit and run collision;
- H. The permittee, his agents, or employees charged for services not performed, equipment not employed or used, services or equipment not needed, or otherwise materially misstated the nature of any service performed or equipment used. (1962 Code § 6-21.101 et seq.)

4-2-1411: IDENTIFICATION CARD REQUIRED:

The permittee and all persons employed by permittee in vehicle towing operations shall obtain an identification card issued under the provisions of chapter 1, article 2 of this title. The applicant for an identification card under this article shall be at least eighteen (18) years of age and shall possess a valid driver's license issued by the state of California. In addition to the criteria set forth in section 4-1-203 of this title, the police chief shall deny the identification card if the applicant:

- A. Has been convicted of reckless driving or driving under the influence of alcohol or narcotics within seven (7) years preceding filing of the application.
- B. Has been convicted of a moving traffic violation within one year preceding filing of the application.
- C. Has physical impairments which create an unreasonable risk to persons or property in the performance of vehicle towing operations.
- D. When one or more of the findings is negative to the applicant, an identification card may be conditionally issued to the applicant where unique circumstances exist, and provided that appropriate conditions are imposed to protect the public health, welfare, and safety. (1962 Code § 6-21.101 et seq.)

4-2-1412: REVOCATION OF IDENTIFICATION CARD:

Any identification card issued under this article shall be automatically revoked upon the suspension or revocation of the cardholder's California driver's license. (1962 Code § 6-21.101 et seq.)

4-2-1413: HEARING FOR DENIAL, SUSPENSION OR REVOCATION OF IDENTIFICATION CARD:

- A. Where the identification card is denied pursuant to section 4-2-1411 of this article, the applicant has fourteen (14) days from the date of the denial to appeal the decision to the transportation official for a hearing.
- B. Prior to the suspension or revocation of an identification card, the holder of the identification card shall be notified in writing of the grounds for suspension or revocation, and a hearing before the transportation official shall be held thereon. Notice of the hearing shall be given at least ten (10) days prior to such hearing.
- C. Where the identification card is automatically revoked pursuant to section 4-2-1412 of this article, the identification card holder shall be notified in writing of the grounds for the automatic revocation and the identification card holder has seven (7) days from the date of the automatic revocation to appeal the decision to the transportation official for a hearing. (Ord. 02-O-2401, eff. 6-20-2002)

4-2-1414: DECISION ON DENIAL, SUSPENSION, OR REVOCATION OF IDENTIFICATION CARD:

The decision of the transportation official regarding the denial, suspension or revocation of the identification card shall be rendered within five (5) days of the hearing. The decision shall be in writing, and shall set forth the findings and reasons for the decision, and the applicant or holder of the identification card shall be notified in writing in accordance with title 1, chapter 5, article 1 of this code. (Ord. 02-O-2401, eff. 6-20-2002)

4-2-1415: APPEAL TO TRAFFIC AND PARKING COMMISSION:

Any final decision of the transportation official denying, suspending or revoking an identification card under this article, may be appealed to the traffic and parking commission. Any appeal shall be filed with the transportation official within fourteen (14) days of the decision by the transportation official. The traffic and parking commission shall hold a hearing on the appeal, and the appellant shall be given at least ten (10) days' notice of such hearing. The hearing shall be held under the rules of procedure adopted by the traffic and parking commission. The traffic and parking commission shall have the authority to sustain, modify, or overrule the decision of the transportation official. The decision shall be in writing, shall set forth the reasons for the decision and the appellant shall be notified in writing in accordance with title 1, chapter 5, article 1 of this code. Any decision rendered by the traffic and parking commission under this section shall be final and shall not be appealable to city council. (Ord. 02-O-2401, eff. 6-20-2002)

ATTACHMENT D – Sample Agreement

Refer to the attached 31 pages

AGREEMENT
FOR
POLICE AND CITY TOWING SERVICES
BY AND BETWEEN
THE CITY OF BEVERLY HILLS
AND

AGREEMENT

This Agreement for Official Police Tow Services (the “Agreement”) is made and entered into this _____ day of _____, 2018, by and between the City of Beverly Hills, a municipal corporation (hereinafter referred to as “City”), and _____, California corporation (hereinafter referred to as “Vendor”).

RECITALS

A. City has a regular need for official police towing services, including the towing of privately-owned vehicles at the request of City employees and towing and road services for City-owned equipment and vehicles within the boundaries of City. City desires to have these towing services provided by Vendor upon request as more particularly described in this Agreement.

B. City, for the purpose of insuring the continued protection and preservation of the health, welfare and safety of its residents, desires to retain Vendor to provide Towing Services in City as such services are hereinafter described, and Vendor desires to provide such Towing Services upon the terms and conditions hereinafter set forth.

C. Vendor represents that it is qualified and able to perform the Towing Services as hereinafter described upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, City and Vendor do hereby agree as follows:

ARTICLE 1. Agreement and Term.

1.1. Incorporation of Recitals.

The recitals set forth in full above constitute a material part hereof, and are hereby incorporated by reference as though fully set forth herein.

1.2. Award of Agreement.

City hereby awards Vendor the non-exclusive right to provide Towing Services as the same are more particularly described in Section 1.3, pursuant to the terms set forth in this Agreement and any and all applicable provisions of the Beverly Hills Municipal Code (or the “BHMC”) and State law. Vendor shall have, throughout the term of this Agreement, the non-exclusive right to engage in the business of Towing Services to City within the corporate boundaries of City as the same now exist, and within any territory City hereafter annexes during such term, except to the extent that towing services within such territory annexed would be unlawful or violate the legal rights of another person.

1.3 Scope of Services.

Upon request by the City and/or its employees, Vendor shall provide City with Vehicle Towing Services, as those terms are defined herein. In addition, Vendor shall provide the services described in Exhibit A, attached hereto and incorporated herein by this reference. Vendor shall tow and store the vehicles at either the Vendor's Primary Storage Facility located at _____ ("Vendor's Primary Facility") or the City Facility in the manner set forth in Exhibit A, unless otherwise directed by City in writing. In performing the services set forth in this Agreement, Vendor shall comply with all applicable provisions of state law including but not limited to, the California Vehicle Code, the California Civil Code and the Beverly Hills Municipal Code.

1.4 Commencement Date.

This Agreement shall be effective on November 1, 2018.

1.5 Term.

1.5.1 Initial Term. The term of this Agreement shall commence on November 1, 2018. This Agreement shall expire and terminate at 11:59 p.m. on October 31, 2019, unless this Agreement has been renewed for a subsequent term as provided for in Section 1.5.2 of this Agreement or earlier terminated as provided in Sections 1.6 and 7.2 of herein.

1.5.2 Renewal Term. Commencing with the date of execution of this Agreement, City delegates to the Chief of Police an option to renew this Agreement for four (4) additional one year terms. The extension of the term, if exercised by the Chief of Police, is subject to the following:

- (a) Vendor must file with City, at least one-hundred twenty (120) days prior to the expiration of the then current term, a written request for extension citing this provision; and
- (b) The Chief of Police, in the reasonable exercise of her discretion, may approve or deny Vendor's request upon consideration of Vendor's past conduct under this Agreement and the applicable provisions of the BHMC. Notwithstanding the foregoing, this Agreement shall remain subject to suspension and/or termination during any renewal term pursuant to the provisions set forth in Sections 1.6 and 7.2 of this Agreement.

1.6 Suspension and Termination of Agreement.

This Agreement may be suspended and/or terminated by the parties before the expiration of the then-current term only as follows:

1.6.1 Suspension and/or Termination by City. City may suspend and/or terminate this Agreement under any of the following circumstances:

- (a) **By Right.** City shall have the right to terminate this Agreement for any reason on thirty (30) calendar days' written notice to Vendor. Upon receipt of such notice from City, Vendor agrees to cease all work under this Agreement on or before the effective date of such notice. In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Vendor, Vendor shall be paid for Towing Services satisfactorily rendered to the last working day the Agreement is in effect, and Vendor shall have no other claim against City by reason of such termination.
- (b) **For Fraud.** City may, in its sole discretion, terminate this Agreement in the event any of the representations and warranties made by Vendor under this Agreement are, or at any time during the term of this Agreement, become materially false or inaccurate.
- (c) **For Default.** If at any time during the term of this Agreement Vendor commits an event of default, as that term is defined in Article 6 of this Agreement, or otherwise materially breaches any provision of this Agreement, City may, in its sole discretion, suspend and/or terminate this Agreement in accordance with the procedures set forth in Section 7.2 of Article 7 of this Agreement.

1.6.2 Termination by Vendor. Vendor may terminate this Agreement by providing City with ninety (90) days written notice of Vendor's intention to terminate. Said written notice of termination shall clearly set forth the reasons for such termination and the effective date of the termination and shall be delivered to City as set forth in Section 4.4 of this Agreement. Upon the effective date of Vendor's termination of this Agreement, Vendor shall relinquish any and all rights it may have under this Agreement, and shall relinquish and lose its status as a provider of Towing Services to City. Notwithstanding the foregoing, termination of this Agreement under this provision shall not release Vendor from any obligations under this Agreement which, by their express terms, survive termination.

1.7 Conflicts with Beverly Hills Municipal Code.

1.7.1 Conflicts. All provisions of the BHMC applicable to the performance of this Agreement are hereby incorporated by reference as though set forth in full, and form part of the terms and conditions of this Agreement. In the event any conflict arises between the terms and conditions of this Agreement and the provisions of the BHMC, this Agreement shall prevail.

1.7.2 Application of Amendments. Should the BHMC be amended, revised, superseded, or otherwise changed after the effective date of this Agreement, in a manner that would materially affect the terms and conditions of this Agreement, said amendment, revision or change shall not apply to this Agreement without Vendor's written consent.

ARTICLE 2. DEFINITIONS.

2.1 Definitions.

As used in this Agreement, including all attachments hereto, the following words and phrases shall have the following meanings:

2.1.1 “City Manager” shall mean the City Manager of the City of Beverly Hills or his designee.

2.1.2 “Chief of Police” shall mean the Chief of Police of the City of Beverly Hills or her designee.

2.1.3 “City Representative” shall mean the Chief of Police of the City of Beverly Hills or her designee.

2.1.4 “Emergency towing” shall mean and include the towing of a vehicle when authorized by the California Vehicle Code or other law and requested by an officer of the City’s Police Department (“Police Department”), or any officer or employee of the City Manager’s Office, Fire Department or Transportation Department who is authorized to do so pursuant to Section 1-3-201 of the BHMC.

2.1.5 “Heavy-duty tow” shall mean and include the towing of a vehicle as described in California Vehicle Code Section 34500.

2.1.6 “Non-emergency towing” shall include but not be limited to the towing of a vehicle when: (i) the vehicle has been involved in a collision and is inoperative; (ii) the vehicle has experienced mechanical failure but has been removed from traffic lanes and no longer constitutes a hazard; (iii) the vehicle is mechanically inoperative and is towed for convenience; or (iv) such towing is authorized by the California Vehicle Code and is requested by an officer of the Police Department, or any officer or employee of the City Manager’s Office, Fire Department or Transportation Department who is authorized to do so pursuant to Section 1-3-201 of the BHMC.

2.1.7 “Police Department” shall mean the City of Beverly Hills Police Department.

2.1.8 “Tow Truck” shall mean and include all motor vehicles and tow trailers as defined in Section 615(a) of the California Vehicle Code.

2.1.9 “Traffic Bureau Commander” shall mean the Traffic Bureau Commander of the City of Beverly Hills Police Department.

2.1.10 “Vehicle Towing Service” shall mean the activity of towing vehicles for compensation within City which shall include the towing of privately-owned vehicles, the towing of City owned vehicles and equipment, Emergency Towing, Non-Emergency Towing and the following services:

- (a) Road Service Call: Including, but not limited to, tire changes, jump-starts, refilling, and similar services needed to service vehicles.
- (b) Standard Towing: Towing of automobiles, light trucks, motorcycles, specialty equipment or other vehicles as necessary.
- (c) Medium Duty Towing of vehicles, trucks or specialty equipment (10,000 – 26000 lbs.)
- (d) Heavy Duty Towing of vehicles, trucks and specialty equipment (26,001 lbs. or greater)
- (e) Vehicle recovery and clean up

Vehicle Towing Service also includes the storage of vehicles at either the Vendor’s Primary Facility or the City’s Facility, as set forth in A, and all other services performed incident to towing, such as but not limited to the release of vehicles to the registered owner or representative from either the Vendor’s Primary Facility or City’s Facility.

2.1.11 “Vendor Responsible Principal” shall mean _____, a principal of Vendor, unless Vendor provides City with written notice as to a change of Vendor Responsible Principal in accordance with Section 4.4 of Article 4.

2.1.12 “City Facility” shall mean the vehicle storage facility or facilities owned and operated by the City (whether by the City or a company contracted with the City) located within the City’s boundaries.

ARTICLE 3. COMPENSATION AND ADMINISTRATION.

3.1 Compensation.

3.1.1 Compensation.

- (a) For Vehicle Towing Services provided by Vendor under this Agreement, Vendor may charge the rates set forth in Exhibit B, attached hereto and incorporated herein by this reference. These rates include the towing rates charged to members of the public, the towing rates charged for the towing of City vehicles, storage rates charged to the public for vehicles stored at the Vendor’s Primary Facility, the City’s Vehicle Impound Release Fee (to be collected by City), as well as additional permitted charges for mileage, towing of exotic vehicles, the use of additional personnel and other specified charges as set forth therein. Except for the City Vehicle Impound Release Fee, these rates shall constitute Vendor reimbursement for Vehicle Towing Services,

3.1.2 Maximum Annual Limit for Towing of City-Owned Vehicles. The maximum annual compensation Vendor shall be entitled to receive pursuant to this Agreement

from the City for the Vehicle Towing Services provided to City on its vehicles and/or equipment shall not equal or exceed \$5,000 per fiscal year pursuant to the rates set forth in Exhibit B. No claims for compensation in excess of \$5,000 will be allowed unless such additional work is authorized by City in writing prior to the performance of such services.

3.1.3 Rate Adjustments. The rates set forth in Exhibit B may only be adjusted in accordance with the procedures described in Section 5.8 of Article 5 of this Agreement.

3.2 Collection and Schedule of Payment.

3.2.1 Monthly Invoice.

- (a) Vendor shall submit an itemized statement to City for its performance of Vehicle Towing Service, (“Monthly Invoice”). The Monthly Invoice shall separate the charges for Vehicle Towing Services by City department and shall describe in detail the services rendered during the period covered by the invoice. City shall review the Monthly Invoices and notify Vendor in writing within ten (10) business days of any disputed amounts.

3.2.2 Payment. Payment shall be as follows:

- (a) **For Privately-Owned Vehicles Stored at the Vendor’s Primary Facility.** For Privately-owned vehicles stored at the Vendor’s Primary Facility and released by the City to the owner, the City shall collect the City’s Vehicle Impound Release Fee and the Vendor will collect the Vendor’s towing fee. Vendor’s collection of the fees set forth in Exhibit B (i.e. towing, lien sale processing, daily storage fees, etc.) shall compensate Vendor for its services.
- (b) For Privately-Owned Vehicles Stored at the City’s Facility (If Available) and Released by the City to the Owner. In the event City directs Vendor in writing to store privately-owned vehicles at the City’s Facility and the vehicles are released by the City to the Owner, the City shall collect the City’s Vehicle Impound Release Fee.
- (c) Vehicles towed by Vendor due to gridlock violations pursuant to Vehicle Code section 22651(n) that are not picked up by midnight, shall be re-towed by Vendor to Vendor's Primary Facility and Vendor shall collect the tow and storage fees and may be required to collect City’s Vehicle Impound Release Fee at the rates set forth in Exhibit B. Vendor shall not charge an additional tow fee for

towing the vehicle to the Vendor's Primary Facility. Such fees shall be listed on the Monthly Invoice provided to City.

(d) **For Vehicle Towing Services Provided to City.** For Vehicle Towing Services provided to the City for its vehicles and/or equipment, City shall pay all undisputed portions of the Monthly Invoice within thirty (30) calendar days after receipt of the Monthly Invoice up to the maximum annual limit set forth in Section 3.1.2.

(i) All payments shall be remitted to Vendor at the following address:

(ii) All payments shall be remitted to City at the following address:

City of Beverly Hills
Police Department
Attention: Traffic Bureau Commander
464 N. Rexford Drive
Beverly Hills, California 90210

3.3 Administration.

3.3.1 Designation of Representatives. Each party shall designate a representative to serve as that party's primary contact for the administration of this Agreement at all times during the term hereof. City hereby designates City Representative, as defined in Section 2.1.3 herein, as its representative. Vendor hereby designates Vendor Responsible Principal, as defined in Section 2.1.11 herein, as its representative.

3.3.2 Vendor Responsible Principal. Vendor Responsible Principal shall be principally responsible for Vendor's obligations under this Agreement and shall serve as the principal liaison between Vendor and City. Vendor Responsible Principal shall be authorized to act in Vendor's behalf with respect to the services specified herein. Vendor Responsible Principal shall remain responsible during the term of this Agreement for directing all activities of Vendor and devoting sufficient time to personally supervise the services hereunder. Designation of another Responsible Principal by Vendor shall not be made without the prior written consent of City. Unless otherwise specified herein, any approval of Vendor required hereunder shall mean the approval of Vendor Responsible Principal.

3.3.3 City Representative. City Representative shall be the primary contract administrator for City. It shall be the responsibility of Vendor Responsible Principal to assure that the City Representative is kept informed of the progress of the performance of Towing Services, and Vendor shall refer any decisions which must be made by City to City Representative.

Additionally, the Vendor will provide full access for the City Representative to the VIIC (Vehicle Impound Information Center). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

ARTICLE 4. GENERAL PROVISIONS.

4.1 Insurance.

Vendor shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the term of this Agreement, inclusive of any renewal term granted by City, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor shall procure and maintain insurance policies of the types and meeting the requirements set forth below, and shall provide to City a Certificate of Insurance, or other such evidence reasonably acceptable to City, verifying the existence of such policies:

4.1.1 Minimum Scope of Insurance Coverage. Vendor shall procure and maintain policies of insurance with minimum scopes of coverage AT LEAST as broad as the following:

- (a) Comprehensive General Liability Insurance.
- (b) Comprehensive Vehicle Liability Insurance.
- (c) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
- (d) Garage Keepers Insurance

4.1.2 Minimum Limits. Vendor shall maintain insurance with minimum limits NO LESS THAN the following:

- (a) General Liability of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate, combined single limit, against any bodily injury, death, personal injury, or property damage. In Comprehensive General Liability Insurance or other form in which a general aggregate limit is used, the general limit shall apply separately to this Agreement or the general limit shall be TWICE the required occurrence limit.
- (b) Automobile Liability of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (c) Garage Keepers Legal Liability coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

- (d) Employer's Liability of Two Million Dollars (\$2,000,000) per accident for bodily injury or disease.
- (e) Worker's Compensation and Employer's Liability Insurance in an amount required by law.
- (f) Employee Theft and Dishonesty Insurance or a Fidelity Bond, with minimum limits of One Million Dollars (\$1,000,000).

4.1.3 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Vendor shall either:

- (a) Reduce or eliminate such deductibles or self-insured retentions as respects City, its elected and appointed officials, officers, employees, agents, representatives, attorneys, and volunteers; OR
- (b) Procure a bond, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.1.4 Required Endorsements. All of the policies required by this Agreement shall contain, or be endorsed to contain, the following provisions:

- (a) City, its elected and appointed officials, officers, employees, agents, representatives, attorneys and volunteers shall be named as additional insured parties, and the policies shall specifically state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- (b) The insurance coverage provided by Vendor shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of Vendor's own insurance and shall not contribute with it.
- (c) The insurance policies shall contain no special limitations on the scope of protection afforded to City, its elected and appointed officials, officers, employees, agents, representatives, attorneys or volunteers. Further, the policies shall expressly waive the right of subrogation against City, its elected and appointed officials, officers, employees, agents, representatives, attorneys or volunteers.
- (d) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its elected and appointed officials, officers, employees, agents, representatives, attorneys or volunteers.

- (e) The insurance coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) Each insurance policy required by this section shall be endorsed to state that coverage SHALL NOT be suspended, voided, and/or canceled by either party, and that there shall be no reduction in the amount of coverage or in the limits applicable thereto EXCEPT after thirty (30) days prior written notice has been given to City, said written notice to be delivered by U.S. Certified Mail, Return Receipt Requested addressed to City as set forth in Section 4.4 herein.
- (g) In its sole discretion, City may waive all or some portion of the above referenced insurance if such waiver is in writing and executed by City's Risk Manager.

4.1.5 Required Insurance Rating. Any insurance policy required by this Agreement shall be placed with an insurer admitted in the State of California with a current A.M. Best's rating of NO LESS THAN B+:VII in the latest edition of Best's Insurance Guide.

4.1.6 Original Certificates Required. At all times during the term of this Agreement, Vendor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in A, attached hereto and incorporated herein by this reference. Said certificate or certificates of insurance shall show that the aforesaid policies are in effect in the required amounts and shall contain each of the endorsements set forth in Section 4.1.4. Vendor shall, prior to commencement of work under this Agreement, file with the City Clerk the original certificates effecting coverage required by this section of this Agreement. The endorsements are to be signed by the person authorized by that insurer to bind coverage on its behalf. The endorsements are to be received and approved by City BEFORE Vendor commences operation under the terms of this Agreement. As an alternative to City's forms, Vendor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

4.1.7 Failure to Maintain Required Insurance. Vendor agrees that if it fails to keep the aforesaid insurance policies in full force and effect City may, at its sole option, either (i) immediately terminate this Agreement or, (ii) if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Vendor's cost and expense, the premium thereon.

4.2 Indemnification.

Vendor agrees to indemnify, hold harmless and defend City, its elected and appointed officials, officers, employees, agents, servants, representatives, attorneys and volunteers, from and against any claim, liability, loss, damage, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization, arising out of or in any way connected with the performance of any towing service operations, Vehicle Towing Services, or related activities by Vendor, its officers, agents, employees, sub consultants, or subcontractors, whether or not there is concurrent passive or active negligence on

the part of City, its elected and appointed officials, officers, employees, agents, servants, representatives, attorneys and volunteers. Vendor agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Vendor or any person employed by Vendor in the performance of this Agreement. If Vendor is required to indemnify City in accordance with the provisions of this section, Vendor shall:

(a) Defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities with counsel of City's choice and shall pay all costs and expenses, including reasonable attorney's fees, incurred in connection therewith; and

(b) Shall promptly pay any judgment rendered against Vendor and/or City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such towing service operations, Vehicle Towing Services, or related activities by Vendor, or activities of Vendor hereunder and expressly agrees to save and hold City harmless there from; and

(c) In the event City is made a party to any action or proceeding filed or prosecuted against Vendor for such damages or other claims arising out of or in connection with the conduct of towing services, or activities of Vendor hereunder, Vendor agrees to pay City any and all costs and expenses incurred by City in such actions or proceedings, together with reasonable attorney's fees."

4.3 Assignment or Transfer Prohibited.

Vendor shall not assign, sell, or otherwise transfer any of its obligations, rights, benefits, or other interests it may have under this Agreement to any other person or entity without the prior written consent of City to such transfer or assignment. City may, in its sole discretion, withhold consent to any sale, assignment, or other transfer of this Agreement with or without cause. City's consent to a transfer or assignment shall neither relieve Vendor of its obligations under nor alter the terms of this Agreement. For the purposes of this section, the sale, assignment, or other transfer from any person or group of persons collectively having an interest of fifty percent (50%) or more in Vendor (whether by means of ownership of stock, partnership interests, tenancy, or otherwise) to any other person or entity shall be deemed an assignment subject to the provisions of this section. Any attempted or purported assignment, sale or other transfer by Vendor without the prior written consent of City shall be null, void and of no effect.

4.4 Notices.

Any notice authorized or required to be given by this Agreement shall, unless otherwise specified in this Agreement, be served by personal delivery or by depositing such notice in the United States mail with first-class postage prepaid, addressed to the person and addresses listed below for each party, unless written notice is provided by either party as to a change of address for that party:

City: Chief of Police
City of Beverly Hills
Police Department
464 North Rexford Drive
Beverly Hills, California 90210

with a copy to:

City Attorney
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210

Vendor: _____

For the purposes of this Agreement, notices shall be deemed communicated as follows: (i) Notices delivered personally shall be deemed communicated as of the date of actual receipt; (ii) Notices sent via regular mail (whether by first class mail, registered mail or certified mail) shall be deemed communicated as of three (3) days after deposit thereof in the United States mail, addressed as shown on the addressee's registry or certificate of receipt; and (iii) Notices sent via Federal Express or similar courier service shall be deemed communicated two (2) days after deposit of such notices with Federal Express or similar courier or one of its agents.

4.5 Authority to Enter Agreement.

City and Vendor warrant that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective party to perform the obligations and conditions imposed upon each party herein.

4.6 Severability.

Whenever possible, each and every provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision, or portion thereof, of this Agreement, or the application of the same to any person or circumstances, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such provision, or portion thereof, shall be severed from this Agreement and shall not affect the validity of the remaining portions of this Agreement. City and Vendor expressly declare that each would have entered into this Agreement, and each and every section and provision herein, irrespective of the fact that any one or more provisions may be declared invalid or unconstitutional.

4.7 Independent Contractor.

Vendor is, and shall at all times remain as to City, a wholly independent contractor. Vendor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Vendor or any of Vendor's employees, except as set forth in this Agreement. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall fully comply with the workers' compensation law regarding Vendor and its employees. Vendor further agrees to indemnify and hold City harmless from any failure of Vendor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of Vendor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 4.7.

4.8 No Third Party Beneficiaries.

This Agreement, its provisions, and its covenants, are for the sole and exclusive benefit of City and Vendor. No other parties or entities are intended to be, nor shall be considered, beneficiaries of the performance by either party of any of the obligations under this Agreement.

4.9 Integration.

This Agreement represents the entire and integrated agreement between City and Vendor and supersedes any prior negotiations, representations, or agreements, whether written or oral, with respect to the subject matter hereof.

4.10 Modification and Amendment.

This Agreement may not be modified, supplemented, or amended, except by written agreement signed by each of the parties hereto.

4.11 Binding on Successors and Assigns.

This Agreement, and each and every covenant, obligation, and condition herein, shall be binding on and shall inure to the benefit of the successors and assigns of City and Vendor.

4.12 Use of Captions.

The use of captions to identify the various articles and paragraphs of this Agreement are solely for reference and as a matter of convenience, and in no way bind, emit, or describe the scope or intent of any provision.

4.13 Interpretation.

City and Vendor acknowledge that this Agreement is the product of mutual, arms-length negotiation and drafting, and each party expressly represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that all ambiguities in the document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of the provisions of this Agreement.

4.14 Cooperation and Further Acts.

City and Vendor hereby agree to execute such other instruments and to do such further acts as may be reasonably required by or necessary to carry out the provisions of this Agreement.

4.15 Reservation of Rights.

City and Vendor expressly reserve all rights that they may possess under the law unless expressly waived herein. By entering into this Agreement, neither City nor Vendor waives any rights which it now or may later enjoy under applicable law, and City and Vendor specifically reserve their rights to take full advantage of any changes in the law during the term of the Franchise.

4.16 Force Majeure.

If either City or Vendor is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable control of either City or Vendor, such non-performing party shall be excused from the performance of its obligation by the other Party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage.

4.17 Incorporation by Reference.

All exhibits attached to this Agreement or documents expressly incorporated by reference shall be deemed incorporated into this Agreement by the individual reference to each such exhibit or document, and all exhibits and documents shall be deemed part of this Agreement as though set forth in full. In the event of any conflict between the express provisions of this Agreement and the provisions of any exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

ARTICLE 5. VENDOR'S REPRESENTATIONS AND OBLIGATIONS.

5.1 Personnel.

Vendor represents that it has, or shall secure at its own expense, all personnel required to perform the Towing Services, contemplated by this Agreement. Vendor may associate with or employ associates or subcontractors in the performance of the Towing Services, upon obtaining the prior written approval of City to such association or subcontract, but shall remain, at all times, primarily responsible for the performance of the Towing Services.

5.2 Interests of Vendor.

Vendor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Towing Services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Vendor.

5.3 Governing Requirements.

Vendor shall operate its tow service and shall perform all Towing Services required of it under the terms of this Agreement in full compliance with the regulations set forth in this Article 5.

5.4 Standards for Business Office and Primary Storage Facility.

Vendor shall maintain a primary vehicle storage facility and adjacent business office (collectively the "Primary Facility") within seven (7) miles of the City boundaries. The Primary Facility shall comply with each of the following requirements:

5.4.1 Ensure a safe, secure, and convenient physical location and environment for vehicle storage;

5.4.2 Provide a yard with storage capacity for a minimum of forty (40) vehicles;

5.4.3 Whenever the storage yard is unattended, it shall have other security system(s) as approved by the police chief at the time that its vehicle towing service permit is issued;

5.4.4 Provide and maintain a lighting system which provides a minimum average lighting intensity in such storage yard of three-fourths (3/4) foot candle at all times;

5.4.5 Provide an investigative hold area for vehicles held for criminal and/or evidentiary examinations. This investigative hold area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The investigative hold area shall have a capacity for a minimum of eight (8) vehicles. The investigative hold area shall be posted and cordoned off by means of a fence, gate, or other permanent barrier as approved by the Chief of Police so as to prohibit entry by unauthorized persons.

5.4.6 The Primary Facility shall comply with all applicable regulations of the BHMC, including zoning requirements.

5.4.7 If the Primary Facility is located in the City of Los Angeles, Vendor shall, at all times during the Term of this Agreement, maintain the Primary Facility as required by the Los Angeles Police Commission (the "LAPC"). If the LAPC notifies Vendor of any violation or of any claim made against Vendor, Vendor shall immediately provide notice of such violation or claim to the Traffic Bureau Commander.

5.5 Standards for Secondary Storage Facilities.

Vendor may maintain additional vehicle storage yards in providing Towing Services under this Agreement provided any such additional yards comply with the rules and regulations prescribed by the Police Chief for operation of additional storage yards. Additional storage facilities and the Primary Facility are collectively referred to herein as “Facilities.”

5.6 Standards for Equipment.

Vendor shall, at its sole cost and expense, provide all Facilities and equipment which may be required for performance of Towing Services, required by this Agreement. Vendor shall maintain a sufficient number of tow units to meet the needs of the Police Department and City’s other departments.

5.7 Uniform Requirements.

Vendor shall require all its towing unit operators to wear a uniform approved by the Chief of Police when providing Towing Services pursuant to this Agreement.

5.8 Rates and Charges.

Rates and charges Vendor may charge for the removal and storage of vehicles towed by Vendor in the performance of the towing services contemplated by this Agreement shall not exceed the rates and charges set forth in Exhibit B. No charge other than the rates and charges specified in Exhibit B shall be made, except as otherwise provided herein.

5.8.1 A schedule of rates and charges listing the rates and charges of all services offered shall be posted and maintained on all Facilities used in connection with the provision of Towing Services under this Agreement. Such signs shall be conspicuously posted in the business office or such other place where customer financial transactions occur. The letters on such signs shall be a minimum of one inch (1”) high with one-fourth inch (1/4”) stroke. The letters shall be a contrasting color from the background.

5.8.2 For all vehicles towed and/or stored at either the Vendor’s Primary Facility or the City’s Facility pursuant to this Agreement, Vendor shall furnish without charge a statement of charges to the following persons or their agents: any City staff person authorizing Vehicle Towing Services, the registered or legal owner of the vehicle, or the insurance carrier of either the registered or legal owner.

5.8.3 The Chief of Police or her designee shall determine whether a vehicle qualifies for a discretionary waiver of towing services and storage costs. If City makes such a determination, Vendor shall waive towing and up to two (2) days of storage costs per vehicle. No more than five vehicles per month may qualify for a discretionary waiver.

5.8.4 At City’s written direction, Vendor may collect on behalf of City, a City Vehicle Impound Release Fee for each vehicle impounded by Vendor more specifically detailed in Section 3.2.2(b) and (c) of the Agreement and in such amount established by City in its Fees and Charges Resolution. Each month Vendor shall reimburse to City the amount of such City Vehicle Impound Release Fees collected.

5.9 Hours of Operation and Release of Vehicles.

5.9.1 Vendor shall be available to promptly respond to any call for Towing Services by City twenty-four (24) hours per day, seven (7) days per week, 365 days per year, including holidays.

5.9.2 At a minimum, Vendor primary facilities shall be open and available for release of vehicles between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and between the hours of 9:00 a.m. and 5:00 p.m. Saturday and Sunday, including holidays. Any vehicle impounded in connection with a special event, as designated by the Police Department, shall be available for release for a minimum of four (4) hours following the conclusion of the special event.

5.9.3 Vendor shall not release any vehicle towed or stored pursuant to this Agreement without the proper authorization from the Police Department.

5.10 Response Times to Calls for Service.

5.10.1 Response Times. Vendor shall, at all times during the term of this Agreement, ensure that a sufficient number of tow units and tow unit operators are available and in close proximity to the City limits in order to meet the needs of City's Police and other departments that rely upon Vendor to provide Towing Services. Upon receipt of a request for Towing Services from City's Police or other departments, Vendor shall immediately dispatch an available, unassigned tow unit and operator to proceed to the location of the requested service. Generally, response times for routine tow requests should not exceed fifteen (15) minutes.

5.10.2 Notice. Vendor shall promptly notify City of its estimated time of arrival in all of the following circumstances:

- (a) **Delays.** In the event of a delay in excess of fifteen (15) minutes, Vendor shall promptly notify the concerned City department of the delay. Such notice shall include the reason for the delay and an estimated time until a tow unit and tow unit operator will respond to the request for Towing Services.
- (b) **Extraterritorial Requests.** In the event of a request for Towing Services outside of the City limits, Vendor shall advise the concerned City department of the estimated time of arrival within ten (10) minutes of the initial call for service.

5.11 Inspections.

Facilities used to provide Towing Services pursuant to this Agreement are subject to periodic unannounced inspection by authorized personnel of the Police Department to determine whether all relevant records, equipment and storage facilities are in compliance with the requirements of this Agreement.

5.12 Police Department Correspondence

5.12.1 Monthly Reports.

Respondent shall submit a monthly “Vehicle Towing Service Monthly Report” by the fifteenth (15th) day of each month to the City’s Traffic Administrative Coordinator, Traffic Bureau Commander and Traffic Sergeants, which shall contain the following information:

The report shall contain each of the following:

8. Number of calls for service.
9. Number of vehicles towed.
10. Number of lien sales processed.
11. Number of vehicles auctioned.
12. A detailed breakdown of the number of vehicles towed showing:
 - a. Total number of impounds.
 - b. Number of 30 day impounds.
 - c. Number of other Police Department initiated tows at owner’s request.
 - d. Number of non-police initiated City tows.
13. A list of the tow unit operators that were employed by Respondent during any period of that reporting month. The list shall contain the tow unit operator’s name; police permit number, operator’s license number and expiration date.
14. An explanation of each tow where a response time delay in excess of thirty (30) minutes occurred.
15. Respondent shall provide access to the County VIIC (Vehicle Information Impound Center) system.
16. Documentation and an explanation of each tow where a delay in excess of thirty (30) minutes occurred.

5.12.2 Invoices: Respondent shall submit statements of service charges to be paid by the City to the Traffic Bureau Commander and public works contact on a monthly basis, in a format approved by the Police Department. Each invoice shall detail, with specificity, the services for which the City is being charged.

5.12.3 Documents. Copies of the following documents shall be submitted to the Traffic Bureau Commander within fifteen (15) days after this Agreement is executed:

- (a) All permits and licenses required in connection with operation of Vendor’s business;
- (b) A valid City Business License; and
- (c) Copies of all required Certificates of Insurance required by Section 4.1 of this Agreement.

Copies of these documents will be maintained in Munis at all times during the term of this Agreement.

5.13 Identification Cards.

5.13.1 Identification Cards Required. Vendor and all persons employed by Vendor in the performance of this Agreement shall obtain an Identification Card issued under the provisions of Article 2, Chapter 1 of Title 4 of the BHMC. Each applicant for an Identification Card shall be at least (18) years of age and shall possess a valid driver's license (including the proper driver's license classification for the assigned tow unit) issued by the State of California. In addition to the criteria set forth in Section 4-1-203 of the BHMC, the Chief of Police shall deny any application for an Identification Card if he/she finds any of the following:

- (a) The applicant has been convicted of reckless driving or driving under the influence of alcohol or narcotics within seven (7) years preceding filing of the application for an Identification Card; or
- (b) The applicant has been convicted of a moving traffic violation within one (1) year preceding the filing of the application for an Identification Card; or
- (c) The applicant has physical impairments which create an unreasonable risk to persons or property in the performance of vehicle towing operations; or

When one or more of the findings is made with respect to an applicant for an Identification Card, the Chief of Police may still issue a conditional Identification Card if he/she finds that unique circumstances exist as to the applicant and the conditions imposed are adequate to protect the public health, welfare and safety.

5.13.2 Revocation. Any Identification Card issued pursuant to this Agreement and the provisions of Article 2, Chapter 1 of Title 4 of the BHMC shall be automatically revoked upon the suspension or revocation of the cardholder's California driver license.

5.14 Records.

Vendor shall, throughout the term of this Agreement and for a minimum of three (3) years following the expiration or termination of the same, maintain full business records. Said business records shall be maintained at the Vendor Primary Facility or such other location reasonably accessible to City and shall be available for review and audit by City at all times during normal business hours. Said business records shall contain the following information in a reasonably understandable format including, without limitation, all official tow services furnished at the initiation of City, all Lien Sale Processing and Vehicle Auction Services furnished to the City, a description of the vehicles towed and stored, with regards to each vehicle towed or stored, the nature of the act, the date of act, the time of notification by the City, the time of the tow truck dispatched, the time of the arrival of the tow truck at the scene, the location of the calls, the total itemized charges of towing, storage and lien sale processing, the disposition of all vehicles towed and/or stored at the initiation of City including those vehicles sold at lien sale, records pertaining to the compliance with state law for lien sales, copies of all invoices, receipts, evidence of payment, and any other record reasonably necessary to document, substantiate, and verify Vendor's compliance with the terms of this Agreement

5.15 Compliance with Applicable Laws.

Vendor shall, at all times during the Term of this Agreement, comply with all applicable provisions of Federal, State, and local law, including without limitation all traffic laws and all provisions of the California Vehicle Code, and shall comply with all applicable City ordinances, rules, and regulations.

5.16 Permits and Licenses.

Vendor shall obtain, and shall maintain at all times during the term of this Agreement, at its sole cost and expense, all appropriate permits, licenses, and certificates as may be required in connection with the performance of services hereunder, including but not limited to obtaining a valid business license from City as required by the BHMC.

5.17 Exemptions.

The provisions of this Article shall not be applicable to the following:

5.17.1 Towing service which is exclusively to members of an association, automobile club, or similar organization and receives remuneration only from the sponsoring association, automobile club, or similar organization;

5.17.2 Towing service furnished without charges or fee for other vehicles owned or operated by the individual or organization furnishing the towing service; or

5.17.3 Towing service for other vehicles owned or operated by the individual or organization furnishing the tow service, but which are being operated under the terms of a rent or lease agreement or contract, and such towing is performed on a nonprofit basis or such fee is part of the rent or lease agreement or contract.

5.18 Prohibited Acts.

Vendor shall not:

5.18.1 Respond to, undertake, or interfere with any police request for emergency towing, unless such vehicle towing service has received authorization from the City by means of a resolution, ordinance, or contract with the City to perform such services for the City.

5.18.2 Attach a vehicle to a tow unit on a non-emergency towing assignment without first receiving written authorization to do so by the registered owner, legal owner, driver, or other person in control of such vehicle. Such authorization shall list the services offered and the rates and charges required therefore, and a copy of such authorization shall be furnished to the person authorizing the tow. Such copy shall list the name, address, and telephone number of the

vehicle towing operation, and the days and hours the business is open for the release of vehicles. Such copy shall be signed by the tow unit operator performing the authorized service.

5.18.3 Make any repairs or alterations to a vehicle without first being authorized by the legal owner, the registered owner, or insurance carrier of the legal or registered owner, or the authorized agent of the legal owner, registered owner or insurance carrier. Parts or accessories shall not be removed from any vehicle without authorization except as necessary for security purposes, and the parts or accessories removed shall be listed on the itemized statement which shall be kept in the business office of the vehicle towing service. The provisions of this Section shall not be construed to prohibit permittees from making emergency alterations or repairs necessary to permit towing of such vehicle.

ARTICLE 6. EVENTS OF DEFAULT.

6.1 Events of Default.

City reserves the right to suspend or revoke this Agreement pursuant to the provisions of Article 7 herein and to rescind all rights and privileges associated therewith at any time if any of the following events occur:

6.1.1 Vendor defaults in the performance of its material obligations under this Agreement and fails to cure such default within ten (10) calendar days after receipt of written notice of the default from City and a reasonable opportunity to cure the default; or

6.1.2 Vendor fails to provide or maintain in full force and effect the insurance coverage described in Section 4.1 of this Agreement; or

6.1.3 Vendor violates any order or ruling of any regulatory body having jurisdiction over Vendor relative to Vendor's tow truck business, unless such order or ruling is being contested by Vendor by appropriate proceedings conducted in good faith; or

6.1.4 Vendor practices any fraud or deceit upon City or upon persons to whom it provides Towing Services pursuant to this Agreement as determined by a court of law; or

6.1.5 Vendor becomes insolvent, unable, or unwilling to pay its debts and obligations to City, or is adjudged to be bankrupt. City's revocation of Vendor's franchise shall in no way affect any right of City to pursue any remedy under the franchise or any other provision of law; or

6.1.6 Vendor has its rights under this Agreement suspended three (3) or more times pursuant to the provisions set forth in Article 7 of this Agreement; or

6.1.7 Vendor fails to comply with any provision set forth in this Agreement; or

6.1.8 Vendor commits a material false statement in its application for this Agreement; or

6.1.9 Vendor fails to comply with any applicable Federal, State or local laws and regulations; or

6.1.10 Vendor performs Vehicle Towing Services, Lien Sale Processing Services and Vehicle Auction Services contemplated by this Agreement in a fraudulent or disorderly manner, or in a manner which endangers the public health, welfare or safety; or

6.1.11 Vendor maintains or operates vehicles used for towing operations in an unsafe manner; or

6.1.12 Vendor, or its agents, directors, representatives or employees obtain a tow contract by use of fraud, trickery, dishonesty, or forgery; or

6.1.13 Vendor, or its agents, directors, representatives or employees stopped on any street, highway, or other public thoroughfare to render vehicle towing service to a person or disabled vehicle without first being requested to do so in violation of Section 5.18.2 of this Agreement; or

6.1.14 Vendor, or its agents, directors, representatives or employees tow a vehicle to a location other than designated as the business address of Vendor for the purposes of this Agreement without the prior written consent of the City department authorizing the tow; or

6.1.15 Vendor, or its agents, directors, representatives, or employees, after towing a vehicle to the business location of Vendor tow such vehicle to another location for storage without the prior written authorization of City or the registered or legal owner of the vehicle; or

6.1.16 Vendor, or its agents, directors, representatives or employees conspire with any person to defraud City or any owner of any vehicle, towed pursuant to this Agreement, or any insurance company, or any other person financially interested in the cost of the towing or storage of any vehicle towed pursuant to this Agreement by making false or deceptive statements relating to the towing or storage of any vehicle; or

6.1.17 Vendor, or its agents, directors, representatives or employees remove a vehicle involved in a collision prior to the arrival of the Police Department, and a person, as a result of such collision, suffers death or injury, or the driver of an involved vehicle, or a party to such collision, was under the influence of an intoxicant of any nature, or there is evidence that such vehicle was involved in a hit and run collision; or

6.1.18 Vendor, or its agents, directors, representatives or employees charge for services not performed, equipment not employed or used, services or equipment not needed, or otherwise materially misstate the nature of any service performed or equipment used.

ARTICLE 7. REMEDIES.

7.1 Liquidated Damages.

Vendor agrees that Vendor's failure to meet the response times for tow service as described in Section 5.10 of this Agreement will result in damages being sustained by the City. Such

damages are, and will continue to be, impracticable and extremely difficult to determine. Vendor agrees to pay to City, subject to City's compliance to the notice and hearing provisions described in Section 7.2 herein, Five Hundred Dollars (\$500) each and every time in any thirty (30) calendar-day period Vendor exceeds the response times set forth in Section 5.10 without notifying City for three (3) or more requests for Towing Services. Vendor further agrees to pay to City, subject to City's compliance to the notice and hearing provisions of BHMC Section 4-1-108, One Hundred Dollars (\$100) each and every time Vendor exceeds the response time established by Section 5.10 for any single request for Towing Service by more than fifteen (30) minutes. Vendor agrees that said sums are the minimum value of the costs and actual damages to City caused by Vendor's failure to complete service within the allotted time period. Such sum is a liquidated damage and shall not be construed as a penalty.

7.2 Cancellation, Suspension and/or Revocation Hearings.

Whenever City determines that Vendor has committed an event of default as that term is defined in Article 6 of this Agreement, City shall give Vendor written notice of the violation, an opportunity to cure the violation, and, if Vendor fails to cure the violation, an opportunity to be heard on the matter in accordance with the following procedures:

7.2.1 Written Notice. City shall notify Vendor in writing of any and all violations that constitute a default under the terms of this Agreement. Said notice shall be delivered to Vendor by personal delivery or by registered or certified mail, return receipt requested at the address set forth in Section 4.4 herein, shall clearly set forth the specific violation, shall demand that Vendor cure the violation, and shall set forth the time period for curing the violation. The time period for curing a violation shall be determined by the Chief of Police, based on the nature of the violation, but under no circumstances shall the time period to cure be less than ten (10) calendar days. If Vendor fails to correct the violation within the time prescribed by the notice, or if Vendor fails to commence good faith efforts to correct the violation within the time period prescribed in the notice, City shall either (i) temporarily suspend Vendor's franchise with City pursuant to the provisions Section 7.2.2 of this Agreement or (ii) give Vendor fourteen (14) calendar days' written notice of a hearing before the Chief of Police. The written notice of the hearing shall set forth the alleged violations and the recommended action to be taken.

7.2.2 Temporary Suspension. For equipment violations or business omissions, where City desires to provide Vendor an additional opportunity beyond the initial notice to correct violations or omissions, the Chief of Police may suspend Vendor from providing service for a period of time, not to exceed seven (7) calendar days. Such suspension shall not be considered punitive and shall be for the specific purpose of providing Vendor time to correct specified violations or omissions. If Vendor still fails to take corrective action during the temporary suspension period, City shall give Vendor fourteen (14) calendar days' written notice of a hearing before the Chief of Police. The written notice of the hearing shall set forth the alleged violations and the recommended action to be taken.

7.2.3 Suspension Pending Hearing. For all substantive violations of law or the provisions of this Agreement, or for refusal to correct violations after proper notice is served upon Vendor pursuant to Sections 7.2.1 and 7.2.2 of this Agreement, where City intends to take punitive action against Vendor or revoke the franchise agreement in its entirety, the Chief of Police may

suspend Vendor from providing service for a period of time, not to exceed fourteen (14) calendar days, in preparation for a hearing.

7.2.4 Informal Hearing. For any noticed hearing before the Chief of Police, the Chief of Police shall conduct the hearing and may receive information from any source deemed relevant to the inquiry. The purpose of the hearing shall be to determine the factual basis of the allegation(s) against Vendor and all of the following procedures shall apply:

- (a) The hearing shall be informal in nature.
- (b) Formal rules of evidence (California Evidence Code and/or the Federal Rules of Evidence) shall not apply.
- (c) Vendor shall have the opportunity to respond to the allegations and present information relevant to Vendor's defense.
- (d) Within ten (10) working days after conducting the hearing, the Chief of Police shall make findings as to whether the allegation(s) are "founded" or "unfounded."
- (e) Upon finding the allegation(s) are "founded," the Chief of Police shall determine the appropriate sanction to be imposed upon Vendor in accordance with the following guidelines:
 - (i) The Chief of Police may extend the suspension of Vendor's rights under this Agreement for a period of time, not to exceed thirty (30) additional calendar days; or
 - (ii) The Chief of Police may permanently terminate this Agreement; or
 - (iii) The Chief of Police may impose such other sanction(s) as he or she determines is appropriate in light of the nature of the violation and the relevant circumstances.
- (f) The Chief of Police shall notify Vendor of his or her decision in a written notice of decision. Said notice of decision shall clearly set forth the Chief of Police's findings and the sanction to be imposed and shall be served on Vendor in person or by registered mail, return receipt requested, at the address provided for Vendor in Section 4.4 of this Agreement.

7.2.5 Appeal. Vendor may appeal the findings of the Chief of Police and/or the sanction imposed by the Chief of Police to the City Manager. Any such appeal must be filed with the City Clerk in writing within five (5) business days of Vendor's receipt of the Chief of Police's written notice of decision. Upon receipt of a written appeal, the City Clerk shall immediately take the following actions:

- (a) The City Clerk shall schedule an informal hearing before the City Manager within sixty (60) days of receiving an appeal from Vendor. Notice of the hearing shall be served upon Vendor in writing at least five (5) calendar days prior to the hearing date. The same procedures set forth above for the hearing conducted before the Chief of Police shall apply to the hearing before the City Manager.
- (b) At the hearing, the City Manager shall take testimony and evidence from both the Chief of Police and Vendor and any witnesses for the respective parties. After receiving the evidence, the City Manager shall issue a written decision within ten (10) days of the hearing. The decision shall clearly set forth the City Manager's determination and the findings of fact upon which the decision is based. The decision of City Manager is final.
- (c) Any person aggrieved by the City Manager's decision may file a writ of administrative mandamus pursuant to Section 1094.5 of the California Code of Civil Procedure within ninety (90) days of the date City Manager issues his or her decision.

7.3 Legal Actions.

Either party may institute a legal action to require the cure of any default and to recover damages for any default or breach, or to obtain any other remedy consistent with the purpose of this Agreement. The following provisions shall apply to any such legal action:

7.3.1 Jurisdiction and Venue. Any legal action brought to enforce either party's rights under this Agreement must be instituted and maintained in the Superior Court in and for the County of Los Angeles, State of California or in the United States District Court for the Central District of California. Vendor specifically waives any rights it may have under California Code of Civil Procedure Section 394 or any federal or state statutes or judicial decisions of like effect.

7.3.2 Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.3.3 Attorney's Fees. In the event either party brings an action at law or in equity, including any action for declaratory relief, to enforce the provisions of this Agreement against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled under law.

7.4 Waiver.

The waiver by either party of any breach of any condition or covenant of this Agreement by the other party shall not be deemed as a waiver of any subsequent breach of the same or any other condition or covenant.

ARTICLE 8. SIGNATURES.

8.1 Counterpart Originals.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have caused the within Agreement to be duly executed by their respective officers.

CITY OF BEVERLY HILLS, a municipal corporation

JULIAN A. GOLD, M.D.
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

Vendor:

Name: _____
Title: _____

Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

LAURENCE S. WIENER
City Attorney

MAHDI ALUZRI
City Manager

SANDRA SPAGNOLI
Chief of Police

SHANA EPSTEIN
Director of Public Works/Transportation

GREGORY BARTON
Fire Chief

SHARON L'HEUREUX DRESSEL
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Vendor shall provide the following services in conjunction with Vehicle Towing Services. In addition, Vendor shall provide Lien Sale Processing Services and Vehicle Auction Services for all vehicles it tows under the Agreement.

1. Vehicle Towing Services to City Facility.

At City's written direction, City may require Vendor to tow vehicles to a City Facility (if available) selected by City or Vendor's Facility. Vendor may be required to provide Vendor's own modular office space if, at City's discretion, City office space is no longer available. Vendor shall transport impounded vehicles to the City Facility or Vendor Facility as follows:

City Facility Vehicles impounded for no stopping zone pursuant to Vehicle Code Section 22651(n) on weekdays between the hours of 3:00 p.m. and 6:30 p.m. will be towed to, and temporarily stored at, the City's Facility or Vendor's Facility as directed by City in writing. Additionally, vehicles towed pursuant to 22651 (b,d,g,j,k,m,&p) and at the City's discretion vehicles impounded for commercial violations, will be temporarily stored at either the City's Facility or Vendor's Facility as directed by City in writing.

All other tows shall be taken to the Vendor's Primary Facility.

2. Staffing of City Facility (If required by City)

At City's written direction, Vendor will staff the City Facility at a minimum between the hours of 3:00 p.m. and 7:00 p.m. and will conduct all services required for the impounding and subsequent release of such vehicles at the City Facility. City may provide Vendor with access to an office at the City Facility to transact business related to the release of vehicles stored at the City Facility.

Vendor will ensure that vehicles released at the City Facility are released only to their registered owners or authorized representatives of their registered owners. Vendor will deliver the vehicle release documentation to the City every weekday by 8:00 p.m. Vehicles not retrieved from impound by 7:00 p.m. from the City Facility will be re-towed by Vendor to Vendor's Primary Facility. These vehicles will NOT be assessed a second towing fee.

EXHIBIT B – Page 1 of 2

RATES

Vehicle Towing Services	Rate
Towing Rates - for Privately-Owned Vehicles (paid by private vehicle owner or through lien sale auction proceeds)	
Standard Vehicles Towed to Vendor’s Primary Facility	
Standard Vehicles Towed to City’s Facility	
Medium Duty Vehicles (10,000 to 26,000 lbs.)	
Heavy Duty Vehicles (26,001 lbs.)	
Miscellaneous Towing Services for Privately-Owned Vehicles, i.e. lockout, jump start, out of gas	
Recovered stolen vehicles	
Towing Rates - City Vehicles (paid by City)	
City Vehicles Towed to City’s Facility (first 10 miles)	
City Vehicles Towed to City’s Facility (after first 10 miles)	
Medium Duty City Vehicles (first 10 miles)	
Medium Duty City Vehicles (after first 10 miles)	
Heavy Duty City Vehicles (first 10 miles)	
Heavy Duty City Vehicles (after 10 miles)	
Vehicles towed from outside City limits on City’s behalf	
Storage Rates - (Vendor’s Primary Facility)	

**CITY OF BEVERLY HILLS
LIGHT, MEDIUM AND HEAVY DUTY TOWING, AND ROAD SERVICES
PD Bid No.**

Standard Vehicles (paid by private vehicle owner)	
Motorcycles (paid by private vehicle owner)	
Medium Duty Vehicles (10,000 to 26,000 lbs.)	
Heavy Duty Vehicles (26,001 lbs.)	
Secure Evidence Storage	
Short Term Storage at City Facility	Fee Per City Council Ordinance or Resolution
Recovered stolen vehicle storage	
Detective Hold	
EXCEPTIONS: When a vehicle is released during the first hour, Vendor shall waive the storage fee.	
Heavy-Duty Towing Services	Rate
Heavy Duty Towing Recovery (Rollover, winch out, tilt up)	
Rotator Service	
Specialized Labor for Heavy Duty recovery	
Lowboy Service for Heavy Duty recovery	
Service Call (clean-up, debris, lock-out, tire change, etc.)	
Additional Services	
Dollies	
Hazardous or dangerous cargo removal	