



CITY OF WEST HOLLYWOOD

**REQUEST FOR PROPOSALS
VEHICLE TOWING AND STORAGE SERVICES
APRIL 2019**

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1. SCHEDULE

A.	Distribution of bid document	April 3, 2019
B.	Deadline to Submit RFP Questions	April 10, 2019
C.	Deadline for Vendor Response	April 17, 2019
D.	Proposal Evaluation	April 17-22, 2019
E.	Vendor Selection and Notification	April 23, 2019
F.	City Council Approval	May 20, 2019
G.	Contract Start Date	July 1, 2019

2. INTRODUCTION

The City of West Hollywood is soliciting proposals from towing companies to provide towing and storage services needed by the CITY for its parking enforcement operations.

No oral, telephonic or telegraphic proposal or modification of proposal will be considered.

Individuals serving in the capacity of spokesperson or representative for the party submitting a proposal shall not communicate with, meet or discuss any aspect of the evaluation, consideration and decision making process of this RFP with any City employee, City Council member, or City appointed official.

All written communications pertaining to this RFP shall be subject to disclosure pursuant to the California Public Records Act. Proposals will be subject to disclosure only after staff has selected a company for recommendation to the City Council.

The City of West Hollywood retains the right to reject any and all proposals without cause, regardless of the number of responses received.

3. BACKGROUND

The City of West Hollywood wishes to enter into an AGREEMENT with a towing and storage contractor. The company will work directly with Parking Enforcement personnel designated by the CITY. Towing

and storage services that result from removal of vehicles on private property are not covered as part of this RFP or AGREEMENT.

The tow AGREEMENT between the CITY and the CONTRACTOR has no monetary value, as the individual claiming the vehicle pays towing and storage fees. The AGREEMENT is intended to make certain the public is served reliably and uniformly. The AGREEMENT also serves as a device for the CITY to track and monitor compliance with State and local law and puts in place a code of conduct and ethics for employees of the CONTRACTOR who come in contact with the public.

The evaluation process will consider customer service, training and experience of personnel, size of operation, age and condition of tow fleet, cost to the public, relative proximity to the City, regulatory compliance, and experience working with other government and law enforcement agencies.

The rates for towing and storage the public pays directly are considered when evaluating proposal responses.

4. CITY OF WEST HOLLYWOOD TOWING STATISTICS

WEST HOLLYWOOD PARKING ENFORCEMENT VEHICLES TOWED			
	FY16/17	FY17/18	FY18/19
July	431	440	344
August	525	451	373
September	409	408	300
October	484	409	389
November	442	396	387
December	368	366	383
January	434	380	394
February	310	352	369
March	383	348	
April	403	330	
May	385	327	
June	390	351	
Totals	4,964	4,558	

5. DEFINITIONS

The following meanings are attached to the following defined words when used in this RFP:

The word “City” or “CITY” shall mean the City of West Hollywood.

The words “Tow Company”, “Company”, or “CONTRACTOR” means the person, firm, or corporation submitting a bid on these specifications, or any part thereof.

The word “Services”, “Contract Services” or “Scope” means the work assigned to the CONTRACTOR as set forth in “Exhibit A,” attached hereto and incorporated herein by reference.

The words “contract”, “agreement”, or AGREEMENT shall mean the document executed between the CONTRACTOR and the CITY to carry out the scope of services of the RFP.

6. EVALUATION AND SELECTION PROCESS

The City of West Hollywood requires that bidders must respond to all questions in this RFP by Wednesday, **April 17, 2019 at 3 p.m.** to be considered.

The companies that most clearly meet the RFP requirements will be invited to an interview panel to be arranged by the CITY. The companies selected will be ranked on the following:

- | | |
|---|-------|
| 1. Tow Facility Distance from WH City Hall | (25%) |
| 2. OPG/Sheriff approved certification | (10%) |
| 3. Background & experience of tow company | (10%) |
| 4. Tow facility safety/security | (10%) |
| 5. Experience with special event operations | (10%) |
| 6. Personnel policy & staffing plan | (10%) |
| 7. Condition of fleet and equipment | (10%) |
| 8. Cost to the Public | (15%) |

7. TERM OF AGREEMENT

The AGREEMENT will be for an initial period of five (5) years, with an option of one two-year extension.

8. RFP SUPPLEMENTAL QUESTIONS

The CONTRACTOR must respond in writing to all the items listed below point by point:

- A. Provide the address of the tow and storage facility.

- B. Provide a copy of the towing facility's OPG/Sheriff approved certification indicating that the parking facility is currently authorized to store vehicles for a law enforcement agency as an official police garage (OPG).
- C. Provide a general overview and/or background of the company. Provide your latest audited financial statement or other pertinent information such as internal unaudited financial statements, credit report and financial references to allow the City to reasonably formulate a determination about your financial capacity.
- D. Identify the individual from the company whose primary responsibility will be to coordinate all phases of the contract with the CITY.
- E. Provide a list the government entities for which your firm has performed towing, storage, lien sale services, whether or not under contract or as an Official Police Tow Service. Provide the name and telephone number of the person within the government entity who is most familiar with your performance of the services (i.e., "Contact Person").
- F. Briefly describe your parking facility's access control equipment and security system.
- G. Describe your company's experience working with public or private agencies during special events that involve street closures and/or crowd control.
- H. Describe the process and procedures that your company has in place for responding to and resolving: (1) Customer complaints; and (2) Customer claims for vehicle or contents damage or theft. (You may attach your firm's written policy).
- I. Briefly discuss your company's personnel policy for background checks when reviewing potential applicants for employment.
- J. Provide a statement explaining the staffing of positions and shifts during a twenty-four (24) hour period and how each individual receives supervision.
- K. Describe the property and equipment the CONTRACTOR will use for the AGREEMENT. Please include the size and

dimensions of the property lot(s), the parking lot space capacity; number of tow-trucks in fleet; year, make and model of tow vehicles; number of vehicles your company tows annually, and ability to tow oversized vehicles such as buses.

- L. Describe your company's fleet/equipment maintenance policies
- M. Disclose all rates and charges on Exhibit B.
- N. A statement of whether your company is currently involved in any pending litigation, and if so, the name of the lawsuit, court in which it is pending, case number and brief description of the causes of action.
- O. A statement on the bidder's ability to provide all services listed in the "Scope of Services", including a description of the items which the bidder cannot satisfy.
- P. Describe how the company plans to continue contract services in the event of a natural disaster or loss of electrical or telecommunications systems.
- Q. A statement of whether any portion of the contract will be subcontracted to another public or private agency, and if so, what those functions will be.
- R. Submit a sample of monthly reports available to the CITY.
- S. Submit evidence of your current insurance coverage (ACORD).

9. SCOPE OF AGREEMENT

The CITY and the CONTRACTOR shall enter into an AGREEMENT which shall pertain only to vehicles towed or impounded by West Hollywood Parking Enforcement.

The CONTRACTOR shall coordinate the exchange of information with West Hollywood Parking Enforcement including, but not limited to the Parking vehicle make, license number, vehicle identification number (VIN), date, time, and authority to tow.

Individuals submitting proposals must be able to provide all of the items listed in the Scope of Services attached as Exhibit A.

10. CONTRACT REQUIREMENTS

- A. The CONTRACTOR shall be required to have a designated account representative assigned as the regular point of contact to work with the CITY on all aspects of the contract.
- B. The CONTRACTOR shall be required to have the location of its vehicle storage facility no more than a (3) three mile radius from West Hollywood City Hall.
- C. The CONTRACTOR shall maintain communication between City and parking enforcement personnel through a dedicated e-mail address.
- D. The CONTRACTOR shall agree not to discriminate because of sex, race, age, color, religion, ancestry, sexual orientation, national origin, AIDS, or physical handicap against any person or by refusing to furnish such person any facility, service or privilege afforded to the general public.
- E. The CONTRACTOR may not dually operate the property or business as a wrecking yard.
- F. The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
- G. The CONTRACTOR shall indemnify, defend and hold harmless the City, its City Council, boards and commissions, officers, agents and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit and or outcome of any such claim or suit, arising from or in any manner connected to the service or work, services, materials, equipment or supplies in connection with services or work conducted or performed by the company.
- H. The CONTRACTOR shall be required to maintain insurance and submit proof of coverage of the following insurance during the period the contract is in effect.

- i. Workers' Compensation. The vendor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and certifies compliance with such provisions. The company shall furnish insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 (one million dollars) per accident.
- ii. General Liability. Commercial general liability insurance from an insurance carrier acceptable to the CITY, with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence. Such insurance shall include products/completed operations liability, owner's and processing company's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall name CITY, its appointed and elected officials, officers, employees and agents as insureds; and be primary with respect to any insurance or self insurance programs maintained by the CITY; and contain standard cross liability provisions.
- iii. Employee Fidelity Coverage. Employee Fidelity Coverage shall be provided with a limit of \$100,000 (one hundred thousand dollars) per incident.
- iv. Professional Liability Coverage. Professional Liability Coverage shall be provided with a limit of \$1,000,000 (one million dollars) per claim.
- v. Automobile Liability Coverage. Automobile Liability shall be provided with a limit of \$1,000,000 (one million dollars) combined single limit per occurrence for owned, hired and non-owned automobiles naming CITY as an insured.
- vi. Garage Keepers Liability Insurance. The CONTRACTOR shall procure and maintain in force Garage Keepers Liability Insurance with limits of not less than \$100,000 (one hundred thousand dollars) per incident. Such insurance shall include on-hook liability of not less than \$100,000 (one hundred thousand dollars). Such insurance shall include comprehensive automobile coverage with a combined single limit of not less than \$300,000 per occurrence, per owned, hired and non-owned automobiles.

- I. **TERMINATION.** In the event CONTRACTOR defaults in the performance of any of the terms or conditions of this AGREEMENT, CITY shall give CONTRACTOR written notice of such default. CONTRACTOR shall have ten (10) days from the date of any such notice to respond to CITY in writing as to the action to be taken to cure the default. If the default is not reasonably curable within thirty (30) days, and CONTRACTOR fails or refuses either to cure the default or initiate the cure as described in writing, then CITY may provide CONTRACTOR with written notice of termination, which termination shall take effect not sooner than thirty (30) days following such notice. In addition, CITY shall also have the right to perform or cause to be performed such defaulted work as it deems necessary to cure the default and charge the CONTRACTOR the full cost thereof.

- J. Attachment A is provided as a sample of the City's standard contract requirements.

Provide a statement that the sample contract (ATTACHMENT A) has been reviewed and indicate whether or not any changes to the boiler plate contract language (Attachment A) are being requested.

Example Responses:

*No Changes to the standard contract are required or requested
 Our Legal Department has revised the agreement and has requested the following change to section 8.2.1, line 4-5*

Proposed changes will not have any influence on the evaluation of the proposal, but will speed up the process of the selected consultant to sign the contract documents. The proposed changes will be reviewed and approved by the City Attorney's Office and Risk Management Examiner prior to signing the contract documents

11. RESRICTIONS

- A. **Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

- B. **LIVING WAGE ORDINANCE, No. 97-505.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its

employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance, a copy of which is enclosed for reference.

- C. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this AGREEMENT, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of CONTRACTOR's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance, a copy of which is enclosed for reference.

12. INSTRUCTIONS FOR SUBMITTAL OF BIDS

- A. All proposals must address questions A-M listed in Section 7 of this document. The tow company's fee schedule must be submitted for all items listed in Exhibit B.
- B. Proposals must be signed in ink by the president, chief executive officer, or individual authorized to act on behalf of the company, with current Power of Attorney if applicable. The name and mailing address of the individual submitting the proposal must be provided.
- C. Four copies of each proposal shall be submitted to the Office of the City Clerk no later than **Wednesday, April 17, 2019 at 3 p.m.**
- D. Proposals must be addressed and delivered as follows:

Ms. Yvonne Quarker, City Clerk
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069

13. QUESTIONS ABOUT RFP

Submit all questions by April 10, 2019, via the City of West Hollywood online bid portal at:

<https://www.weho.org/city-government/city-departments/public-works/bids>

Responses to all submitted questions will be provided as an addendum via the City's online bid portal. No verbal questions shall be submitted.

No oral, telephonic or telegraphic proposal or modification of proposal will be considered.

The City of West Hollywood reserves the right to reject any and all bids, and/or elect not to award a bid.

The CONTRACTOR certifies that it has not, nor have any of its or its agents, officers, representatives, or employees been guilty of collusion with any officer or representative of the City of West Hollywood with any other party or parties in the submission of this proposal; nor has said bidder received any preferential treatment by any officer or employee of the City of West Hollywood in the matter of making or submitting this proposal. The undersigned declares under penalty of perjury that the foregoing is true and correct.

**EXHIBIT A
CITY OF WEST HOLLYWOOD
SCOPE OF SERVICES**

RULES AND CONDUCT:

The CONTRACTOR shall abide by the lawful decisions of all parking enforcement personnel of the City of West Hollywood and shall cooperate in removing and/or impounding vehicles as directed.

The CONTRACTOR must maintain a fair, impartial, and reasonable attitude and perform all duties in a courteous manner. All conversations, remarks and actions with the public must be the result of considered judgment and absent of personal opinion or bias.

The CONTRACTOR shall conduct business in an ethical and orderly manner to maintain the confidence of the community.

HOURS OF OPERATION:

A dispatcher shall be on duty in the office of the CONTRACTOR seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from Parking Enforcement Personnel and/or other City Employees, dispatch tow units, provide security for stored vehicles, and perform such other tow related services as may be required. A dispatcher shall be responsible for releasing vehicles.

MONTHLY MEETINGS

The CONTRACTOR and the CITY shall meet at least once per month to discuss operations issues and/or coordination with parking enforcement efforts or special events.

UNIFORM AND EQUIPMENT REQUIREMENTS:

Each tow unit shall be painted and marked as required by the California Vehicle Code, and be well maintained. Each tow unit shall have the capability of communicating by radio with the dispatcher. Tow unit operators and dispatchers shall be required to wear a uniform while acting within the scope of the employment of the CONTRACTOR. Tow unit operators and dispatchers shall wear their first name conspicuously on their uniform.

INSPECTION OF RECORDS

The CONTRACTOR'S relevant records, equipment and storage facilities are subject to periodic inspection to determine if the tow service is in compliance with the rules and regulations of the California Vehicle Code and/or local municipal code.

COMPLAINT REPORTS

The CONTRACTOR shall be proactive and report any complaint of service to the CITY including discourtesy by an employee, claims of alleged vehicle damage, or theft of property no later than 72 hours of receipt.

Complaints received by the CITY about the CONTRACTOR shall be forwarded in a timely manner. All complaints shall be investigated by the CONTRACTOR and responded to in writing to the CITY within (10) ten calendar days of receipt of notification of the complaint. The report shall include the results of the investigation and, if applicable, what measures were taken to prevent future complaints.

COMPLIANCE

The CONTRACTOR shall comply with all laws, ordinances and rules that regulate tow units, tow unit operators, and the impound, towing, removal, storage, and disposal of vehicles. The CONTRACTOR shall post all applicable rules governing tow operations and tow unit operators in their entirety in a conspicuous place, clearly visible to the public.

DOCUMENTATION OF OPERATIONS

The CONTRACTOR shall record the following times pertaining to parking enforcement tow requests by means of a computer or time stamp:

- * The time that the request for tow service is received.
- * The time that a tow unit is assigned the call for service and given the location of the requested service.
- * The time that the tow unit arrives at the location of requested service.
- * The time that the tow unit leaves the location with towed vehicle
- * The time that the tow unit returns to the garage with the vehicle.
- * The time that property is removed from the impounded vehicle.
- * The date and time the vehicle is released.
- * If a hold was placed on the vehicle, name of official authorizing release.

CREDIT CARD SERVICES

The CONTRACTOR must have the capability of processing credit card payments (VISA and Master Card) and be capable of securing immediate authorization from the banking institution. Credit cards shall be accepted at the towing facility and in the field.

TRAINING

The CITY shall require training for all employees of the CONTRACTOR that come into contact with the public. The training may consist of parking operations or customer service topics, or other areas related to the performance of duties covered in the scope of services. The CITY may request written documentation of employee attendance of training required under the contract. The CITY may require CONTRACTOR to provide

additional employee training on a case by case basis, as needed during the term of the contract.

PERFORMANCE STANDARDS AND PENALTIES

The CONTRACTOR shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of parking enforcement notwithstanding the other agencies that rely upon the CONTRACTOR for tow service.

The AGREEMENT shall have penalties for non-compliance to ensure acceptable levels of performance, which shall be set at a rate not to exceed \$250 for each incident. The CITY reserves the right to waive any performance penalty at its discretion. The assessment or non-assessment of penalties, however, does not affect the CITY'S option to terminate the AGREEMENT for repeated failure to comply with service levels.

The maximum response time shall be 20 minutes from the time a tow unit is requested by parking enforcement until its arrival. An additional 10 minutes may be allowed with reasonable justification.

In the event that multiple requests for tow service are received at the same approximate time the CONTRACTOR shall prioritize such requests. All such requests should be handled on a first come first served basis unless they are of an emergency nature such as traffic accidents or traffic hazards. The tow service dispatcher shall assign response priority to the request of the most urgent nature based upon information that has been provided.

If the tow unit is unable to respond within the maximum response time the tow service dispatcher shall so notify the requesting parking enforcement officer immediately and shall give the reason and the expected time of response.

The tow company shall be entitled to charge one-half the regular towing charge as a "drop fee" for instances when a driver parks and returns to the vehicle before it is removed and is in transit to the tow facility.

REPORTS:

A tow unit operator shall sign and complete the necessary portions of the impounding employee's impound report. The original copy of the impound report shall be retained by the impounding employee. A copy of the impound report shall be retained by the CONTRACTOR for two years.

Weekly reports shall be submitted in writing to the Parking Manager, no later than Tuesday morning for the prior week. Weekly reports shall include the following information:

* The number of vehicles that have been towed or impounded and have remained in storage beyond 10 calendar days.

* The number of vehicles that were towed for scofflaw status (unpaid parking citations) that remain in storage beyond 7 calendar days.

Monthly reports to be submitted in writing to the CITY no later than the 10th of each month. Monthly reports shall include the following information:

* All vehicles that were towed/impounded in the previous calendar month.

* All towed/impounded vehicles that were retrieved by the owner in the previous calendar month.

* All towed/impounded vehicles that were lien sold in the previous calendar month, report to include lien amount, amount of sale and amount of excess available, a copy of the Lien Sale documents that are forwarded to DMV shall be attached to this report.

* Average time from when a tow unit is requested by parking enforcement and its arrival

* Number of instances when 20 minutes was exceeded from when a tow unit is requested by parking enforcement and its arrival.* An auction report stating which vehicles are scheduled for auction and follow-up information whether the vehicle sold will have any of the balance applied to outstanding citations.

ADMINISTRATIVE TOW FEE

The CONTRACTOR shall collect an administrative fee for all vehicles towed to the property for parking violations, regardless of whether the vehicle is claimed. The per-vehicle amount of the administrative fee shall be set by resolution of the City Council on an annual basis. The fees collected by the CONTRACTOR will be forwarded to the CITY no later than the 10th day of each month.

LIEN ATTACHMENT:

The Parking Enforcement employee who is requesting the impound shall be responsible for establishing that “probable cause” exists to complete the impound. When “probable cause” is lost prior to a vehicle being removed and in transit to the CONTRACTOR’S Tow Facility, no lien shall attach and no fee shall be charged for the release of a vehicle to a properly interested person.

When “probable cause “ does exist and the vehicle is in the possession of the towing company, prior to the removal of the vehicle, and the owner returns, the owner may regain possession of the vehicle if the owner pays the towing charges and City Administrative Fee to the towing company.

Vehicle owners with outstanding parking citations are required to absolve the debt before the vehicle is released.

OWNER'S RIGHT TO A HEARING:

The CONTRACTOR shall post and maintain a sign in a conspicuous location clearly visible to inform the public with regard to a Vehicle Owner's Right To a Hearing.

All individuals reclaiming impounded vehicles shall be provided with a written copy of a Vehicle Owner's Right to a Hearing for purposes of contesting the tow.

PROTECTION AND HANDLING OF VEHICLES:

It is the responsibility of the CONTRACTOR to protect all vehicles, unattached personal property in vehicles, vehicle parts and/or attached accessories of vehicles towed or impounded by Parking Enforcement Officers, until such time as the vehicles have either been released to properly interested persons or have been disposed of through legal process.

Should it be necessary for a tow service employee to remove vehicle parts, unattached personal property and/or accessories for safekeeping the following steps shall be adhered to:

- Record a description of the individual vehicle parts, property and/or accessories removed on the garage copy of the impound report.
- Provide a secure location for the storage of the vehicle parts, property and/or attached accessories to preclude loss, theft or damage.
- Inform properly interested person(s) that parts, property and/or attached accessories have been removed and how they may obtain possession of that property.
- Replacement of vehicle parts and/or accessories to restore the vehicle to its original state and repair any damage caused by the original removal or replacement shall require the consent of the vehicle owner.

The CONTRACTOR shall prepare and maintain a sign posted in a conspicuous place, clearly visible to the public, outlining procedures and the documentation necessary to obtain possession of or remove unattached personal property from a stored vehicle and/or to view or to photograph a stored vehicle within twenty-four hours of making such a request. The

procedures shall include that no person shall be allowed into the storage facility unless escorted by a tow employee.

The release of towed or impounded vehicles shall be the responsibility of the CONTRACTOR. Any vehicles with a hold placed on them by parking enforcement personnel shall not be available for release until authorization has been given to the CONTRACTOR by Parking Enforcement or the CITY.

Vehicle inventories shall be maintained inside the storage facility only.

**EXHIBIT B
CITY OF WEST HOLLYWOOD
RATES AND CHARGES**

**(Please complete by entering the proposed rates for the following
and return with bid package)**

RATES:

A. GENERAL TOW RATES

Automobiles and Motorcycles

- | | |
|--|----------|
| 1) First hour or fraction thereof | \$ _____ |
| _____ 2) Each additional half hour or fraction thereof
(after the first hour) | \$ _____ |
| _____ 3) Drop Charge | \$ _____ |

Flatbed Towing

- | | |
|--|----------|
| 1) First hour or fraction thereof | \$ _____ |
| _____ 2) Each additional half hour or fraction thereof
_____ (after the first hour) | \$ _____ |

B. HEAVY DUTY TOW RATES

Upright truck-no special preparation required

- | | |
|--|----------|
| 1) First hour or fraction thereof | \$ _____ |
| 2) Each additional half hour or fraction thereof
(after the first hour) | \$ _____ |
| 3) Each additional person required (per hour) | \$ _____ |

Overtaken truck- or requires special equipment

- | | |
|--|----------|
| 1) First hour or fraction thereof | \$ _____ |
| 2) Each extra tow unit-first hour or fraction | \$ _____ |
| 3) Each additional half hour or fraction thereof
(after the first hour/ for each truck) | \$ _____ |
| 4) Each additional person required (per hour) | \$ _____ |
| 5) Dangerous Cargo- 50% additional | \$ _____ |

C. STORAGE RATES

- | | |
|---|----------|
| 1) Automobiles and trucks- daily
(up to/including one ton) | \$ _____ |
| 2) Motorcycles and scooters - | \$ _____ |
| 3) Trucks, boats and house trailers - daily | \$ _____ |

- (over one ton - less than 20 feet) \$ _____
- 4) Trucks, boats and house trailers - daily
(over one ton - more than 20 feet) \$ _____
- 5) Motor vehicle components - daily
(engines, doors etc.) \$ _____

EXHIBIT C
City of West Hollywood Living Wage Ordinance.

RESOLUTION NO. 18-5043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD ESTABLISHING PURSUANT TO WEST HOLLYWOOD MUNICIPAL CODE SECTION 3.20.040 A LIVING WAGE RATE FOR 2018-19 OF \$12.79/HR WITH HEALTH BENEFITS CONTRIBUTIONS OF AT LEAST \$1.25/HR AND \$14.04/HR WITHOUT HEALTH BENEFITS CONTRIBUTIONS OF AT LEAST \$1.25/HR.

THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to West Hollywood Municipal Code Section 3.20.040, the living wage rate for 2018-19 is established at \$12.79/hour with health benefits contributions of at least \$1.25/hour and \$14.04/hour without health benefits contributions of at least \$1.25/hour towards the provision of health care benefits for employees and their dependents.

SECTION 2. The living wage rate established in Section 1 shall be effective and applicable to all new contracts and renewals of existing contracts subject to West Hollywood Municipal Code Chapter 3.20 commencing July 1, 2018.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of West Hollywood at a regular meeting held this 16th day of April, 2018 by the following vote:

AYES:	Councilmember:	D'Amico, Horvath, Meister, Mayor Pro Tempore Duran, and Mayor Heilman.
NOES:	Councilmember:	None.
ABSENT:	Councilmember:	None.
ABSTAIN:	Councilmember:	None.



JOHN HEILMAN, MAYOR

ATTEST:



YVONNE QUARKER, CITY CLERK

EXHIBIT D
City of West Hollywood-Equal Benefits Ordinance

ORDINANCE NO. 03-662

AN ORDINANCE OF THE CITY OF WEST HOLLYWOOD REQUIRING CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS TO DOMESTIC PARTNERS OF THEIR EMPLOYEES AND AMENDING THE WEST HOLLYWOOD MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 3, Chapter 3.08, Part A of the West Hollywood Municipal Code is amended by adding thereto a new Section 3.08.035 to read:

3.08.120 NON-DISCRIMINATION IN BENEFITS

(a) Definitions. For the purposes of this section:

1. "Contract" means a legal agreement between the City and a contractor for services, purchase of supplies, equipment or material, or for construction of public works for which the consideration is in excess of \$25,000. "Contract" does not include subcontracts or subcontractors of any contract or contractor.
2. "Contractor" means any private party or entity that enters into a contract with the City. In the event the contractor is an entity that has been formed exclusively to provide services to the City or within the State of California, then the term "contractor" shall also include that entity's parent company(ies).
3. "Contract Awarding Authority" means the City Council or the individual authorized by the City Council to enter into contracts on behalf of the City.
4. "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
5. "Employee benefits" means the provision of any benefit provided to spouses of employees or provided to an employee on account of the employee having a spouse and which benefit is provided by the City of West Hollywood and covers the domestic partners of its employees, including; bereavement leave; family medical leave, and health insurance benefits, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

**ATTACHMENT A
CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

This Agreement is made on this _____th day of _____, 2019, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 - 1. **SERVICES.** The CONTRACTOR shall perform vehicle towing and storage services from public rights-of-way and public property in response to requests from City code, parking and law enforcement officers in accordance with the standards and requirements set forth in in "Exhibit A," attached hereto and incorporated herein by reference. Towing and storage services that result from removal of vehicles from private property are not covered by the AGREEMENT.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2024 unless extended in writing in advance by both parties. The CITY and CONTRACTOR may mutually agree to extend the AGREEMENT for one (1) two-year period.
 - 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 - 4. **PAYMENT FOR SERVICES.** The sole compensation to the CONTRACTOR under this Agreement shall be the towing and storage charges paid by vehicle owners for recovery of their vehicles pursuant to the rates approved by the CITY and set forth in Exhibit B attached hereto and incorporated herein by reference. Nothing in this Agreement contemplates or requires any direct payment of any kind by the CITY to the CONTRACTOR. The towing and storage rates for a vehicle tow originating in West Hollywood shall be equal to and no more than the base rate, absent of any parking tax, approved by the City of Los Angeles. Current rates are set forth in Exhibit

B. The rates shall adjust automatically without further action of the City Council in order to equal those rates as authorized by the City of Los Angeles for an official police garage (OPG) during the term of the AGREEMENT, and Exhibit B shall be amended accordingly to reflect the rates then in effect. The CONTRACTOR shall provide written notice to the CITY of any increase or other change in rates not less than forty-eight (48) hours after CONTRACTOR's receipt of notice of institution of a rate change by the City of Los Angeles.

5. **CONTRACT ADMINISTRATION.**

- 5.1. **The CITY's Representative.** Unless otherwise designated in writing, [REDACTED], shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
- 5.2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED] shall be in charge of the project on all matters relating to this AGREEMENT and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without written consent of the CITY, which consent shall not be unreasonably withheld.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of

termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its examiners, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its examiners, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. Workers' Compensation Coverage. The vendor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and certifies compliance with such provisions. The company shall furnish insurance

with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 (one million dollars) per accident.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain Commercial general liability insurance from an insurance carrier acceptable to the CITY, with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence. Such insurance shall include products/completed operations liability, owner's and processing company's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall name CITY, its appointed and elected officials, officers, employees and agents as insureds; and be primary with respect to any insurance or self insurance programs maintained by the CITY; and contain standard cross liability provisions.

8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, with a limit of one million dollars (\$1,000,000) combined single limit per occurrence for owned, hired and non-owned automobiles naming CITY as an insured. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Employee Fidelity Coverage. Employee Fidelity Coverage shall be provided with a limit of \$100,000 (one hundred thousand dollars) per incident.

8.1.5. Garage Keepers Liability Insurance. The CONTRACTOR shall procure and maintain in force Garage Keepers Liability Insurance with limits of not less than \$100,000 (one hundred thousand dollars) per incident. Such insurance shall include on-hook liability of not less than \$300,000 per occurrence, per owned, hired and non-owned automobiles.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. The CITY, its elected or appointed examiners, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed examiners, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed examiners, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed examiners, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

11. CONFLICT OF INTEREST. The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 13. LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
- 14. EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
- 15. RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
- 16. RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
- 17. OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
- 18. INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR 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 the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

- 19. NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

- 20. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
- 21. ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
- 22. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
- 23. EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 24. AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who

have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 20____.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk