



## AGENDA REPORT

**Meeting Date:** December 21, 2010  
**Item Number:** F-14  
**To:** Honorable Mayor & City Council  
**From:** David L. Snowden  
**Subject:** **AMENDMENT NO. 4 TO AN AGREEMENT FOR POLICE AND CITY TOWING SERVICES BY AND BETWEEN THE CITY OF BEVERLY HILLS AND QUICKSILVER TOWING, INC.**  
**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council approve Amendment No. 4 to an Agreement for Police and City Towing Services by and between the City of Beverly Hills and Quicksilver Towing, Inc. (Quicksilver).

### **INTRODUCTION**

On January 13, 2005, the City entered into an agreement with Quicksilver for towing services. The agreement has already been amended three times. The most significant amendment was made on July 8, 2010 to provide services for Phase I of the Vehicle Impound Storage Program. This fourth amendment will extend the current agreement under the same terms and conditions through July 16, 2011 as the City develops Phase II of the Vehicle Impound Storage Program.

### **DISCUSSION**

On September 15, 2009, the City Council directed staff to proceed with the implementation of the Vehicle Impound Storage Program. This program is aimed at eliminating the inconvenience and logistical problems that members of public experience from having their impounded vehicles stored in West Los Angeles by changing long-standing practices and storing impounded vehicles on City property. The program is being implemented in a two-phased approach.

Phase I of this program was implemented on December 30, 2009 and provides for the storage of "30 Day Impounds" in the secured City-owned garage at 336 Foothill Road. 30 Day Impounds are vehicles that have been impounded by police officers after they have determined that the vehicles' drivers are unlicensed or are driving with licenses that have been suspended or revoked by the Department of Motor Vehicles. This type of impound accounts for approximately 15% of all of the vehicles impounded by the City. As of October 31, 2010, Phase I of the program has resulted in the storage of 237 vehicles on City property.

Phase II of this program is currently in the development stage. Amendment #4 to the agreement with Quicksilver is necessary to ensure that towing services are not disrupted during this interim period while the City is developing Phase II of the Vehicle Impound Storage Program. Once Phase II is fully implemented and the program expansion has stabilized, the City will issue a RFP to solicit competitive bids for the entire expanded program.

**FISCAL IMPACT**

The amendment will allow the City to continue recovering costs associated with Phase I of the Vehicle Impound Storage Program. Over the next five years, Phase I of the program will result in the cost recovery of \$222,000 per year.

  
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Scott Miller  
Finance Approval

  
\_\_\_\_\_  
David L. Snowden  
Approved By

# **Attachment 1**

AMENDMENT NO. 4 TO AN AGREEMENT FOR POLICE  
AND CITY TOWING SERVICES BY AND BETWEEN THE  
CITY OF BEVERLY HILLS AND QUICKSILVER TOWING,  
INC.

This Amendment No. 4 is to that Agreement between the City of Beverly Hills, a municipal corporation (“City”), and Quicksilver Towing, Inc., a California corporation (“Vendor”), copies of which are on file in the City Clerk’s office, dated January 13, 2005 and identified as Contract No. 10-05, as amended by Amendment No. 1 dated July 18, 2005 and identified as Contract No. 191-05 and as amended by Amendment No. 2 dated November 30, 2009 and identified as Contract No. 459-09, and as amended by Amendment No. 3 dated July 8, 2010 and identified as Contract No. 273-10 for police and City towing services (collectively “Agreement”).

RECITALS

A. On January 13, 2005, the City entered into an Agreement with Vendor for towing services within the boundaries of the City. The Agreement was further amended to require Vendor to pay the City a vehicle impound release fee and that the Vendor collect such release fees on City’s behalf;

B. City and Vendor desire to further amend the Agreement to provide for its extension as set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and undertakings contained herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties, hereby mutually agree as follows:

Section 1. The term of the Agreement (including those extensions granted by the City pursuant to Paragraph 1.5.2 of Section 1.5) shall be extended to July 16, 2011. The provision of services during this extension period shall be pursuant to the terms of the Agreement.

Section 2. Except as specifically amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

“Vendor” QUICKSILVER TOWING, a  
California corporation

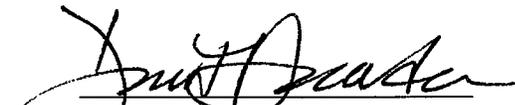
\_\_\_\_\_  
MARK HENNINGER  
Owner/President

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

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JEFFREY KOLIN  
City Manager



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DAVID SNOWDEN  
Chief of Police



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KARL KIRKMAN  
Risk Manager