



## AGENDA REPORT

**Meeting Date:** January 24, 2012  
**Item Number:** G-8  
**To:** Honorable Mayor & City Council  
**From:** David L. Snowden, Chief of Police  
**Subject:** **AMENDMENT NO. 6 TO AN AGREEMENT FOR POLICE AND CITY TOWING SERVICES BY AND BETWEEN THE CITY OF BEVERLY HILLS AND QUICKSILVER TOWING, INC.**

**Attachments:** 1. Agreement

---

### **RECOMMENDATION**

Staff recommends that the City Council approve Amendment No. 6 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 five times. The most significant amendments were made on July 8, 2010 and July 7, 2011 to provide services for Phase I and Phase II, respectively, of the Vehicle Impound Storage Program. This sixth amendment will extend the current agreement under the same terms and conditions through April 30, 2012 as the City issues a second RFP to provide contractual services for 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-

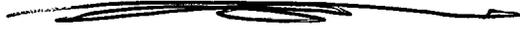
standing practices and storing impounded vehicles on City property. The program was implemented in a two-phased approach.

On November 23, 2011, the City released Bid No. 12-14 (Proposal for Police Towing and Other Related Services) to provide services for Phase II of this program. The City only received two proposals. One vendor did not agree to the entire scope of services. The other vendor did not complete the bid form properly. Due to the small number of bidders and the above identified irregularities in the bids received, staff determined that the City's needs would be better served by circulating a revised Request for Proposals. Staff plans to issue another RFP for this program in February 2012 with the anticipation of receiving more proposals and proposals that agree to the entire scope of services.

Amendment #6 to the agreement with Quicksilver is necessary to ensure that towing services are not disrupted during this interim period while the City re-bids the services for this program. This amendment will extend the current agreement under the same terms and conditions, and maintain fees at the same level, until April 30, 2012. Once the bidding process concludes, the results of that RFP will be presented to the City Council with a staff recommendation on a vendor.

**FISCAL IMPACT**

The amendment will allow the City to continue recovering costs associated with the Vehicle Impound Storage Program. Over a five year period, this program is projected to recover over \$1,000,000.

  
\_\_\_\_\_  
Scott Miller  
Finance Approval

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

# **Attachment 1**

AMENDMENT NO. 6 TO AN AGREEMENT FOR POLICE  
AND CITY TOWING SERVICES BY AND BETWEEN THE  
CITY OF BEVERLY HILLS AND QUICKSILVER TOWING,  
INC.

This Amendment No. 6 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, as amended by Amendment No. 2 dated November 30, 2009 and identified as Contract No. 459-09; as amended by Amendment No. 3 dated July 8, 2010 and identified as Contract No. 273-10; as amended by Amendment No. 4 dated December 21, 2010 and identified as Contract No. 540-10; and as amended by Amendment No. 5 dated July 7, 2011 and identified as Contract No. 238-11 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.

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 April 30, 2012. The provision of services during this extension period shall be pursuant to the terms of the Agreement.

Section 2. Except as specifically amended by Sections 2, 3, 4, 5 and 6 of Amendment No. 5 and this Amendment No. 6, 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

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

QUICKSILVER TOWING  
A California corporation

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

\_\_\_\_\_  
LYNDELLE JAN HENNINGER  
Secretary

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

\_\_\_\_\_  
DAVID L. SNOWDEN  
Chief of Police

\_\_\_\_\_  
KARI KIRKMAN  
Risk Manager