

**SERVICES AGREEMENT**

**BETWEEN THE  
CITY OF SAN DIEGO**

**AND**

**PAC ASSOCIATED, INC. DBA PACIFIC AUTOW  
CENTER & TOW PROS**

**TO PROVIDE LICENSED TOWING PROVIDER (LTP)  
SERVICES**

## **LICENSED TOWING PROVIDER SERVICES AGREEMENT**

This Services Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and PAC Associated, Inc., dba Pacific Autow Center & Tow Pros (Contractor).

### **RECITALS**

City wishes to retain Contractor to provide licensed towing provider services, and as further described in Section I., Paragraph C., "Scope of Services," (Services) of the RFSQ.

Contractor has the expertise, experience, and personnel necessary to provide the Services.

City and Contractor (collectively, the "Parties") wish to enter into an agreement whereby City will retain Contractor to provide the Services.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

### **ARTICLE I CONTRACTOR SERVICES**

**1.1 Scope of Services.** Contractor shall provide the Services to City as described in the RFSQ, attached hereto as Exhibit A. Towing services will be provided in Zones: 1, 2A, 2B, 3, 4, and 5.

**1.2 Contract Administrator.** The San Diego Police Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Ruben Gutierrez, Sergeant  
San Diego Police Department  
9265 Aero Drive, San Diego, CA 92123  
(858) 495-7801  
RGutierrez@pd.sandiego.gov

**1.3 General Contract Terms and Conditions.** This Agreement incorporates by reference the General Contract Terms and Conditions, attached hereto as Exhibit B.

**1.4 Submittals Required with the Agreement.** Contractor is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

**ARTICLE II  
DURATION OF AGREEMENT**

**2.1 Term.** This Agreement shall be for a period of one year, beginning on or about August 2017, through July 2018. City may, in its sole discretion, automatically extend this Agreement annually for one additional year, for a maximum of four additional years. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services, or until July 2022, whichever is earliest. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** Contractor shall be paid for performance of all Services rendered in accordance with the rates and fees established by the City, as further described in Appendix 3 of the SDPD Managed Towing Operations Manual, Attachment A to the RFSQ.

**ARTICLE IV  
WAGE REQUIREMENTS**

By signing this Agreement, Contractor certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**4.1 Living Wages.** This Agreement is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Contractor agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**4.2 Exemption from Living Wage Ordinance.** Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.

**ARTICLE V**  
**CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The contract incorporates the RFSQ and Cover Sheet; The City of San Diego's General Contract Terms and Provisions dated November 8, 2016 (General Provisions); the successful response(s); the City's Notice of Intent to Award and Notice to Proceed letter(s); any written clarifications between the City and the Tow Providers regarding the response (if any); the City's written acceptance of any exceptions or clarifications incorporated in the Responses (if any); any exhibits, attachments, or addenda to any of the aforementioned documents, and any documents incorporated therein by reference, including the SDPD Managed Towing Operations Manual. Collectively, these documents will be known as "the Contract Documents" and will constitute the entire agreement between all parties.

**5.2 Contract Interpretation.** The Contract Documents completely describe the services to be provided. Contractor will provide any services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and the successful responders will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> The Tow Agreement, with all exhibits, attachments, or addenda
- 2<sup>nd</sup> The RFSQ, with all exhibits, attachments, or addenda
- 3<sup>rd</sup> The City's written acceptance of any exceptions to clarifications to the RFSQ, if any
- 4<sup>th</sup> City's General Contract Terms and Provisions

**5.4 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

PAC ASSOCIATED INC.DBA PACIFIC AUTOW CENTER & TOW PROS

CONTRACTOR

By: Mehdi Etemad-Haeri

Printed name: Mehdi Etemad-Haeri

Date: 07/06/2017

CITY OF SAN DIEGO  
A Municipal Corporation

By: Kristina Peralta

Printed name: Kristina Peralta  
Director, Purchasing & Contracting Department

Date: 20 JUL 2017

Approved as to form this 31 day of

July, 2017.

MARA W. ELLIOTT, City Attorney

By: Lynda S. Zetter  
Deputy City Attorney