

**AGREEMENT BETWEEN THE CITY OF SAN PABLO AND**  
**{TOW SERVICE NAME} FOR TOWING SERVICES**

THIS AGREEMENT, effective on \_\_\_\_\_, 2024 (“Effective Date”), is entered into by and between the CITY OF SAN PABLO, a municipal corporation organized and existing under the laws of the State of California, (“City”), and \_\_\_\_\_, a \_\_\_\_\_, (“Contractor”).

**RECITALS**

WHEREAS, San Pablo Municipal Code §2.060.010 provides that the City of San Pablo may award contracts to qualified towing companies for the provision of towing services to be used by the Police Department for the removal of private vehicles on an on-call basis;

WHEREAS, the City Council has authorized the advertising of bids for towing on a rotational basis, as allowed by §2.60.030 of the San Pablo Municipal Code; and

WHEREAS, Contractor was selected following a public hearing on \_\_\_\_\_, 2024, to provide such services to the City.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** Contractor agrees to provide non-exclusive official police towing services to the City of San Pablo, as set forth in bid documents attached as **Exhibit A**, including but not limited to the bid proposal, general requirements, specific provisions and instructions to bidders, and incorporated herein by reference. Contractor shall comply with all standards, regulations, terms and conditions set forth in Chapter 2.60 of the San Pablo Municipal Code as may be amended in the future, and such provisions are incorporated by reference into this Agreement as though fully set forth herein.

2. **Conduct.** Contractor shall perform such services, whether under the Agreement or otherwise, in an ethical, courteous, and orderly manner, endeavoring to maintain a high level of service to the public in accordance with directives of the City’s Police Department.

3. **Administration.** The City’s Police Department shall administer this Agreement on behalf of the City, and Contractor shall abide by the directions and decisions of Police Officers at the scene of a call.

4. **Compensation.**

- a. For all services other than those specified in Section 4(b), Contractor shall provide such services at no cost to the City, in conformance with the rate schedule submitted with its bid proposal and in no event exceeding the

maximum rates established by City Council Resolution 2022-146 as it may be amended in the future.

- b. Notwithstanding the paragraph above in Section 2(a) of the Agreement, City agrees to pay Contractor directly the following amounts:

- 1) For the towing and dismantling of Abandoned RVs:

\$\_\_\_\_\_ for Class B or C Recreational Vehicles

\$\_\_\_\_\_ for Class A Recreational Vehicles

- 2) San Pablo Police rates for private vehicles towed for evidentiary purposes, Police Department or City vehicles requiring a tow, service calls or any other reason where the responsibility for payment belongs to the San Pablo Police Department or City of San Pablo:

\$\_\_\_\_\_ for City Vehicle Tow

\$\_\_\_\_\_ for Daily Storage Charge

- c. Contractor shall invoice City no more often than monthly for the services specified in Section 4(b), with such invoice identifying the Abandoned RV that was towed, the date of the tow, and proof of the Abandoned RV being dismantled. Invoices shall be sent to:

Police Department Administration  
City of San Pablo  
13880 San Pablo Avenue  
San Pablo, CA 94806

5. **Term**. The term of this Agreement (“**Term**”) begins on the Effective Date set forth above, and expires five (5) years from the Effective Date. If the Term expires later than the end of the City’s fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City’s lawful encumbrance or appropriation of new funds for the Agreement.

6. **Revocation and Modification**. The City may revoke or modify this Agreement for noncompliance with San Pablo Municipal Code Chapter 2.60.010 – 2.60.150 or noncompliance with the general and specific conditions and other bid requirements set forth in Exhibit A. Contractor shall be given at least ten (10) days’ notice to appear before the City Council to show cause why the Agreement should not be revoked or modified.

7. **Indemnification**. Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This entire

indemnification provision shall survive termination or cancellation of this Agreement.

8. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A-:VII unless otherwise accepted by the City in writing:

a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, then it shall be no less than \$2,000,000.

b. **Railroad Protective Liability.** If Contractor services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. **Workers' Compensation Insurance.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. ***Additional Insured Status.*** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

ii. ***Primary Coverage.*** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its

officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

iv. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

9. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any

and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

10. **Notices.** This Agreement shall be administered by the City's Police Department Administration ("Contract Administrator").

Any formal written notice to Contractor shall be sent to:


Any formal written notice to City shall be sent to:

City Manager  
City of San Pablo  
San Pablo City Hall  
1000 Gateway Avenue  
San Pablo, CA 94806

With a copy to:

Police Department Administration  
City of San Pablo  
13880 San Pablo Avenue  
San Pablo, CA 94806

11. **Employment Practices.**

a. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Contractor and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC" at [info@sanpabloedc.org](mailto:info@sanpabloedc.org) or 510-215-3200) at least ten business days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

b. **Compliance With Law.** Contractor represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Contractor shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational

qualification pursuant to the California Fair Employment and Housing Act. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Contractor shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

**12. Employment and Subcontracting Practices.** Pursuant to the San Pablo Economic Opportunity Policy, the Contractor is encouraged to contact the San Pablo Economic Development Corporation (“EDC” at [info@sanpabloedc.org](mailto:info@sanpabloedc.org) or 510-215-3200) prior to hiring or subcontracting for any work under this Agreement to see if a Local Resident or local business could be considered for the available position. “Local Resident” means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with “domiciled” as defined by Section 349(b) of the California Election Code.

**13. Miscellaneous Provisions.**

a. City may terminate this Agreement at any time for cause or for convenience by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or services satisfactorily completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

b. City reserves all rights and remedies available under the law and pursuant to the terms of this Agreement. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

c. This Agreement constitutes the entire understanding of the parties.

d. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

e. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

f. This Agreement may be executed in duplicate counterparts.

g. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist amount counterparts of the document.

h. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

i. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

j. Contractor shall comply with current COVID-19 health orders issued by Contra Costa County Health Services at: <https://www.coronavirus.cchealth.org/health-orders>. Contractor shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to comply with all City's current COVID policies on-site as they may be amended from time to time.

k. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

l. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

*(This space intentionally left blank.)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF SAN PABLO:

By: \_\_\_\_\_  
Matt Rodriguez, City Manager

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Second signature required if a corporation)

ATTEST:

\_\_\_\_\_  
Dorothy Gantt, City Clerk of City of San Pablo

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian P. Hickey, City Attorney

**Exhibit A:** Contractor's bid proposal with all bid documents including bid proposal, general requirements, specific provisions and instructions to bidders.