

**CITY of Moreno Valley
INDEPENDENT CONTRACTOR AGREEMENT
Rotational Tow Services Program**

This Agreement is made by and between the CITY of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "CITY", and the following named independent contractor, hereinafter referred to as the "TOW OPERATOR," based upon CITY policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as an independent contractor; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the CITY signs this Agreement.

TOW OPERATOR INFORMATION

Tow Operator's Business/Company Name: _____
Authorized Representative: _____
Address: _____
City: Moreno Valley State: California Zip: _____
Business Phone: _____ Fax No.: _____
E-Mail Address: _____

W I T N E S S E T H

WHEREAS, the CITY seeks to engage the services of the TOW OPERATOR to participate in CITY Rotational Tow Services Program for towing services throughout the City of Moreno Valley for the removal of vehicles from the public right-of-way (i.e., "Off-site Vehicle Removal") and the removal of inoperable vehicles from private property (i.e., "Vehicle Abatement Services") at no cost or charge to the CITY, or its contract services with the Riverside County Sheriff's Department and the Riverside County Fire Department and its service provider, Cal Fire, and

WHEREAS, the CITY agrees to utilize, on a rotational basis, for Off-Site Vehicle Removal and Vehicle Abatement Services, only those TOW OPERATOR(s) located in the City of Moreno Valley, as defined herein and as set forth in Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service of the Moreno Valley Municipal Code and attached hereto as Exhibit "A" and made a part hereof, who have signed an Agreement with the CITY, and

WHEREAS, the TOW OPERATOR who is a signatory to this Agreement, has completed and submitted the necessary information and other documents required by the CITY (hereinafter call "Request for Proposal or RFP") attached hereto as Exhibit "B" and made a part hereof, to provide Rotational Towing Services within its corporate boundaries, and

WHEREAS, the TOW OPERATOR represents that it has the necessary expertise, licenses, equipment, storage facilities, personnel, and insurance and has been issued a CITY Tow Operator's Permit and Tow Truck Permit(s) in accordance with Chapter 5.02, Business License and Chapter 12.14 of the Moreno Valley Municipal Code to meet all requirements of the CITY to provide towing services within the City of Moreno Valley, and

WHEREAS, the CITY has relied upon TOW OPERATOR's representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I. TOW OPERATOR SERVICES, FEES, AND RELEVANT DATES

1. The TOW OPERATOR's Proposal. The TOW OPERATOR's proposal is described in Exhibit "C" attached hereto and incorporated herein by this reference. In the event of a conflict, this Agreement shall take precedence over any attached Exhibits.
2. Contract Period. The TOW OPERATOR Starting Date is January 1, 2016 and the TOW OPERATOR Ending Date is December 31, 2020. The TOW OPERATOR shall not be responsible for delays caused by others or delays beyond the TOW OPERATOR's reasonable control (excluding delays caused by non-performance or unjustified delay by TOW OPERATOR, or his/her/its employees).
3. General Responsibilities of TOW OPERATOR.
 - a) TOW OPERATOR shall provide towing services at the request and direction of the Riverside County Sheriff's Department (herein after referred to as "Moreno Valley Police Department") and CITY'S Code & Neighborhood Services Division for all tows necessary from public right-of-way and from private property. Calls for towing services shall be initiated by the MORENO VALLEY POLICE DEPARTMENT and/or by the CITY'S Code & Neighborhood Services Division under the CITY'S Vehicle Abatement Program.
 - b) The OPERATOR shall be responsible for reasonable cleanup of debris left at the scene of a collision or at the direction of the MORENO VALLEY POLICE DEPARTMENT.
 - c) There shall be no charge or fee to the CITY, or MORENO VALLEY POLICE DEPARTMENT or the CITY'S Code & Neighborhood Services Division for any towing services by the OPERATOR to include vehicles towed at the request of the CITY/MORENO VALLEY POLICE DEPARTMENT in which the vehicle is used in the commission of a crime or other matters in which the vehicle must be impounded for investigation and/or further analysis. All charges or fees shall be applied only to the legal owner or registered owner of the vehicle or to the property owner as appropriate. All reference to charges or fees in this Agreement thereto shall refer to charges against the vehicle owner and not to the CITY, MORENO VALLEY POLICE DEPARTMENT or CITY'S Code & Neighborhood Services Division.
 - d) The TOW OPERATOR shall maintain records of tow services furnished including a description of vehicles, nature of service and time and location of calls. Such records may be inspected at any time by the MORENO VALLEY POLICE DEPARTMENT and CITY. The OPERATOR shall mark the windshield of each vehicle towed as part of the CITY Rotational Tow Services Program to read: "MOVAL" and either "I" for "impounded" or "S" for "stored."

- e) The TOW OPERATOR and its tow truck drivers shall maintain, during the entire contract period, proper licenses, in accordance with California Vehicle Code Section 12804 and the CITY as set forth in Chapter 12.14 of the Moreno Valley Municipal Code.
- f) Towing vehicles will be maintained in compliance with the provisions of Sections 24605, 25253, 25300, 27700, and 27907 of California Vehicle Code and Section 9701 of the Revenue and Taxation Code and the CITY as set forth in Chapter 12.14 of the Moreno Valley Municipal Code.

4. Fees for Special Operations

- a) For special operations involving Class B, C, and D tow trucks, the TOW OPERATOR shall submit his/her proposed fees for vehicle recovery operations and load salvage operations to the CITY. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of the one hour minimum charge outlined in this section may be charged in fifteen-minute increments.
- b) Hourly rates shall be established for the following:
 - Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers, etc.
 - Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, scoop loaders, etc.
 - Contract labor.
- c) The CITY shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.
- d) Rates will be set by the approved 2015 Program Rates Summary provided in the RFP. Operators are to adhere to these rates in the first year of the Program – 2016 Program Year. A maximum of 3% increase will be offered to Operators for the upcoming year and each year thereafter to become effective on January 1st of each new year upon approval by the Community Development Director. A Rate Increase Request form will be sent to each Operator allowing them to increase their tow and storage rates up to 3% annually. Operators may apply to increase their rates each year, but no increase shall be more than 3% annually.
- e) If the TOW OPERATOR performs a service for which a required rate was not submitted to, and/or approved by the CITY, the TOW OPERATOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the TOW OPERATOR may only charge for the actual rate paid for the labor.

5. Release of Stored or Impounded Vehicle. No vehicle shall be released to a vehicle's owner or authorized representative or agent without prior written approval from the CITY to release the vehicle from the OPERATOR's possession.

II. STANDARD TERMS AND CONDITIONS

1. Control of Work. TOW OPERATOR is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CITY will not provide any training to TOW OPERATOR or his/her/its employees.
2. Intent of Parties. TOW OPERATOR is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the TOW OPERATOR or any individual whose compensation for services is paid by the TOW OPERATOR, an agent or employee of the CITY, or authorizing the TOW OPERATOR to create or assume any obligation or liability for or on behalf of the CITY, or entitling the TOW OPERATOR to any right, benefit, or privilege applicable to any officer or employee of the CITY.
3. Responsibilities of the CITY. The MORENO VALLEY POLICE DEPARTMENT and CITY'S Code & Neighborhood Services Division will maintain rotational lists composed solely of the TOW OPERATORS who are signatories to the Agreement unless as otherwise provided for by MORENO VALLEY POLICE DEPARTMENT or CITY procedure. To the greatest extent feasible, the MORENO VALLEY POLICE DEPARTMENT and CITY'S Code & Neighborhood Services Division shall operate the rotational list pursuant to Municipal Code, Chapter 12.14, as amended.
4. Legal Considerations. The TOW OPERATOR shall comply with applicable federal, state, and local laws in the performance of this Agreement. The TOW OPERATOR and the CITY agree to use reasonable care and diligence to perform their respective services under this Agreement.
5. TOW OPERATOR Indemnification. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), TOW OPERATOR shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement. Acceptance of this Agreement signifies that the TOW OPERATOR is not covered under the CITY's general liability insurance, employee benefits or worker's compensation. It further establishes that the TOW OPERATOR shall be fully responsible for such coverage.
6. CITY Indemnification. The CITY agrees to indemnify, defend and save the TOW OPERATOR and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the CITY's, HA, and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the CITY under this Agreement, or are caused or claim to be caused by the negligent acts of the CITY, HA, and CSD, their officers, agents or employees, or its contractor(s) or any person acting for the CITY or under its control or direction;

provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the TOW OPERATOR, its officers, agent, or employees.

7. Insurance Requirements. Throughout the life of this Agreement, TOW OPERATOR shall pay for and maintain in full force and effect all insurance as required as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

If at any time during the life of the Agreement or any extension, TOW OPERATOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to TOW OPERATOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve TOW OPERATOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by TOW OPERATOR shall not be deemed to release or diminish the liability of TOW OPERATOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by TOW OPERATOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of TOW OPERATOR, its principals, officers, agents, employees, persons under the supervision of TOW OPERATOR, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, TOW OPERATOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the CITY, TOW OPERATOR will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

- a) The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
- b) The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
- c) Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
- d) Professional Liability (Errors and Omissions) insurance appropriate to TOW OPERATOR’S profession.

Minimum Limits of Insurance:

- a) General Liability Insurance. To protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the TOW OPERATOR, sub-TOW OPERATOR, or any person acting for the TOW OPERATOR or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b) Automobile Liability
 - \$1,000,000 per accident for bodily injury and property damage
- c) Employer’s Liability (Worker’s Compensation)
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit
- e) On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the tow truck.
 - Class A Tow Truck: \$ 25,000
 - Class B Tow Truck: \$ 50,000
 - Class C Tow Truck: \$100,000
 - Class D Tow Truck: \$100,000
- f) Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$50,000.

- g) Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the TOW OPERATOR in the storage yard.
- h) Uninsured Motorist: Legal minimum combined single limit. In no case shall the required insurance coverage have a deductible greater than \$1,000.
- i) Deductibles and Self-Insured Retention: Any deductible of self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to the City, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- j) Umbrella or Excess Insurance: In the event TOW OPERATOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).
- k) Deductibles and Self-Insured Retentions: TOW OPERATOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and TOW OPERATOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) TOW OPERATOR shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.
- l) The Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the TOW OPERATOR and the CITY, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the TOW OPERATOR in the course of carrying out the Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: TOW OPERATOR and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers

Other Insurance Provisions: The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- a) City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b) The coverage shall contain no special limitations on the scope of protection afforded to City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- c) TOW OPERATOR'S insurance coverage shall be primary and no contribution shall be required of CITY.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, TOW OPERATOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, TOW OPERATOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage: TOW OPERATOR shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.

- 8. **Intellectual Property.** Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by TOW OPERATOR in the course of performing or otherwise as a result of its work, shall become the sole property of the CITY unless explicitly stated otherwise in this Agreement. The TOW OPERATOR may retain copies of any and all material, including drawings, documents, and specifications, produced by the TOW OPERATOR in performance of this Agreement. The CITY and the TOW OPERATOR agree that to the extent permitted by law, until final approval by the CITY, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- 9. **Entire Agreement.**
 - a) This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current Proposal as attached (Exhibit "C").

- b) This Agreement represents the entire and integrated Agreement between the CITY and the TOW OPERATOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.
- c) Assignment of this Agreement is prohibited without prior written consent.
- d) This Agreement is binding upon the CITY and the TOW OPERATOR and their successors and assigns. Except as otherwise provided herein, neither the CITY nor the TOW OPERATOR shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

10. Suspension, Revocation and Termination. The CITY may suspend or revoke a TOW OPERATOR's permit as set forth in Chapter 12.14 of the Moreno Valley Municipal Code as amended. In the event the CITY revokes the TOW OPERATOR's permit, this agreement with the TOW OPERATOR shall be terminated by giving at least ten (10) days written notice to the TOW OPERATOR. The written notice shall specify the date of termination. In the event the CITY terminates this Agreement for cause, the TOW OPERATOR shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

11. Recovery of City Administrative Fees and Costs. In accordance with California Vehicle Code Section 12110(b) and in consideration of the CITY's granting of the right to tow, impound and store vehicles at the direction of the CITY pursuant to this Agreement, each TOW OPERATOR shall pay the CITY for its actual and reasonable costs incurred in administering the Agreement and operating a RTS Program. The administrative costs of operating a RTS Program to be recovered include, but are not limited to, the following: developing a RFP and Agreement, issuance of permits, annual meeting, site inspections, DUI checkpoint coordination, correspondence with TOW OPERATOR, review of monthly reports, and enforcement of terms and conditions of the RFP, TOW OPERATOR's Proposal, and Chapter 12.14 of the Moreno Valley Municipal Code.

Prior to the beginning of service, the TOW OPERATOR shall deposit with the CITY \$5,000 to cover the City of Moreno Valley's reasonably anticipated administrative costs (i.e., salary plus direct and indirect costs) of MORENO VALLEY POLICE DEPARTMENT and CITY personnel involved in operating the RTS Program. At such time the balance of the deposit is less than \$500, the CITY shall notify the TOW OPERATOR in writing to replenish said deposit. If the TOW OPERATOR fails to replenish the deposit within thirty (30) calendar days from the date of the written notice, the CITY shall suspend the TOW OPERATOR from the RTS Program until the funds are received by the CITY. If the TOW OPERATOR fails to replenish the deposit amount within sixty (60) days, this agreement with the TOW OPERATOR shall be terminated and the TOW OPERATOR shall be removed from the RTS Program for the remainder of the contract period. Any outstanding CITY administrative fees are immediately due and payable.

12. Restrictions on CITY Employees.

- a) In performing the work or services to be provided hereunder, TOW OPERATOR shall not employ or retain the services of any person while such

person either is employed by CITY or is a member of any City council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

- b) TOW OPERATOR represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.
- c) No officer or employee of the CITY shall have any financial interest in this Agreement in violation of federal, state, or local law.

13. Employment. To the extent required by controlling federal, state and local law, TOW OPERATOR shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, TOW OPERATOR agrees as follows:

- a) TOW OPERATOR will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- b) TOW OPERATOR will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. TOW OPERATOR shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. TOW OPERATOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- c) TOW OPERATOR will, in all solicitations or advertisements for employees placed by or on behalf of TOW OPERATOR in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

14. Assigned Representatives. A CITY representative shall be designated by the CITY and a TOW OPERATOR representative shall be designated by the TOW OPERATOR. The CITY representative and the TOW OPERATOR representative shall be the primary contact person for each party regarding performance of this Agreement. The CITY representative shall cooperate with the TOW OPERATOR, and the TOW OPERATOR's representative shall cooperate with the CITY in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion
15. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

TOW OPERATOR

BY: _____
City Manager

BY: _____
Tow Operator Business Name

Title: _____

Date: _____

Date: _____

Attachments:

Exhibit A: Request for Proposal (RFP)

Exhibit B: Tow Operator Proposal

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
Allen Brock, Community Development Director

Date