



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL DATE: FEBRUARY 23, 2016

FROM: RIVERSIDE POLICE DEPARTMENT WARDS: ALL

SUBJECT: SECOND AMENDMENT AND FINAL EXTENSION TO OFFICIAL POLICE TOW TRUCK SERVICE AGREEMENT CONTRACT FOR PEPE'S INC., DBA PEPE'S TOWING SERVICE

ISSUE:

Approval of the Second Amendment and final extension of the Official Police Tow Truck Service Agreement for Pepe's Inc., dba Pepe's Towing Service, for the term of January 1, 2016 through January 1, 2017.

RECOMMENDATIONS:

That the City Council:

1. Approve the Second Amendment and Final Extension to the Official Police Tow Truck Service Agreement (OPTTSA) with Pepe's Inc., dba Pepe's Towing Service; and
2. Authorize the City Manager or his designee to execute the agreement, including making minor non-substantive changes to the agreement.

BACKGROUND:

On January 1, 2013, 16 tow companies contracted with the City to provide towing and other tow-related services for the Police Department. The OPTTSA was for a period of two years (2013 and 2014), with two one-year optional contract extensions for 2015 and 2016.

On January 6, 2015, the City Council approved the first one-year extension of the tow contract for the period January 1, 2015 through December 30, 2015. This approval included a contract amendment and the adoption of a maximum fee schedule for Contractors that are within 15 percent of the average tow fees for Class A, B, C and D vehicles as established by the California Highway Patrol Inland Empire Division.

On January 5, 2016, the City Council approved the second amendment and final extension to the OPTTSA with 12 tow companies (Contractors) and amended the master agreement as follows:

Charge to the Department for Department vehicle tow services is set to \$116 for within the City limits (previously required to be no charge) and \$168 plus mileage at \$2.25 per mile from portal to portal for outside of the City limits.

Section J - OPTS OBLIGATIONS for a released tow employee

From: "If the employee is released, the Police Department should be notified immediately."

To: "If the employee is released, the Police Department shall be notified by the end of the next business day."

Section M - REMEDIES. 1. Liquidated Damages

From: ". . . one hundred dollars (\$100) each and every time OPTS fails to meet the maximum response time for any single request for tow service by the Police Department."

To: ". . . two hundred dollars (\$200) each and every time OPTS fails to meet the maximum response time for any single request for tow service by the Police Department."

Section N - GENERAL TERMS AND CONDITIONS.

Notices and Communications Between the Parties shall include email notification.


Staff is recommending that the second one-year extension be approved for the period January 1, 2016 through January 1, 2017 for Pepe's Inc., dba Pepe's Towing Service. The master OPTTSA is the same as approved by Council on January 5, 2016.


FISCAL IMPACT:

The fiscal impact to the General Fund for all 13 tow companies (the 12 companies approved on January 5, 2016 plus Pepe's Towing) remains estimated at \$8,000 per year as stated in the January 5, 2016 report. This additional towing company will not increase the estimated cost. The funds will be included in the Department's budget request for FY 2016/2017.

Prepared by: Sergio G. Diaz, Chief of Police
Certified as to
availability of funds: Brent A. Mason, Finance Director/Treasurer
Approved by: Alexander T. Nguyen, Assistant City Manager
Approved as to form: Gary G. Geuss, City Attorney

Concurs with:


Mike Soubirous
Councilmember Ward 3


Paul Davis
Councilmember Ward 4

Attachment: Second Amendment and Final Extension to OPTTSA with Pepe's Inc.,
dba Pepe's Towing Service