



*City of Arts & Innovation*

# City Council Memorandum

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**TO: HONORABLE MAYOR AND CITY COUNCIL      DATE: DECEMBER 6, 2016**

**FROM: RIVERSIDE POLICE DEPARTMENT      WARDS: ALL**

**SUBJECT: POLICE DEPARTMENT OFFICIAL POLICE TOW TRUCK SERVICE AGREEMENT FOR TWO-YEAR PERIOD FROM JANUARY 1, 2017 – DECEMBER 31, 2018 TO REMOVE ABANDONED, TRAFFIC COLLISION, OR TRAFFIC OBSTRUCTING VEHICLES**

## **ISSUE:**

Approve the Official Police Tow Truck Service Agreement (OPTTSA) with 15 tow companies for a two-year period from January 1, 2017 – December 31, 2018 to remove abandoned, traffic collision, or traffic obstructing vehicles.

## **RECOMMENDATIONS:**

That the City Council:

1. Approve the Official Police Tow Truck Service Agreements (OPTTSA) with the 15 tow companies listed in this report.
2. Authorize the City Manager or his designee to execute the agreements, including making minor and non-substantive changes.

## **COMMITTEE RECOMMENDATIONS:**

The Public Safety Committee met on August 2, 2016, with Chair Perry, Vice Chair Melendrez and Member Burnard. After discussion, the Committee unanimously voted to recommend that the City Council approve the Official Police Tow Truck Service Agreement from January 1, 2017 to December 30, 2019 to remove abandoned, traffic collision, or traffic obstructing vehicles.

The action before the committee was a review of proposed changes to the 2017-2019 OPTTSA. Following the presentation, the committee directed the following action; (1) to receive and order filed the report on the proposed changes to the 2017-2019 OPTTSA; and (2) recommended that the City Council approve the new two-year agreement, including additional language regarding tow companies that fail to meet yard standards.

The motion carried unanimously.

## **BACKGROUND:**

The Police Department has a long history of working with OPTTSA providers to remove vehicles that have been abandoned, involved in a collision, or constitute an obstruction to traffic.

Presently, 13 tow companies are contracted to provide this service. The current contract expires on January 1, 2017.

The new two-year contract (2017-2018) will include 15 companies -- 13 companies from the prior contract and two new companies. The companies are listed below:

1. Angelo's Enterprises, DBA Angelo's Towing
2. Bauman's Towing Services, Inc.
3. Certified Towing, Inc.
4. Double A Towing, Inc.
5. Exclusive Recovery Inc., DBA Exclusive Towing
6. Inland Towing, Inc.
7. Lawler Woodcrest Service, Inc., DBA Lawler's Triple L Towing
8. Limor Enterprises, DBA Auto Aide Towing
9. Pepe's Inc., DBA Pepe's Towing
10. Quality Roadside Service, Inc., DBA Liberty Towing
11. Royal Towing, Inc.
12. Statewide Towing and Recovery, Inc.
13. Tippy's Towing, Inc.
14. Victoria Auto Towing, Inc.
15. White House Enterprises, DBA Patriot Towing

## **DISCUSSION**

The Public Safety Committee was presented and approved changes to the Official Police Tow Truck Service Agreement terms for January 1, 2017 to December 30, 2019. Unfortunately, the Committee was provided with the wrong term dates. The correct term for the agreements (as included in the attached contract) is for a two-year period from January 1, 2017 – December 31, 2018.

The Department is proposing changes to the OPTTSA contract for tow services effective from January 1, 2017, through December 31, 2018. The contract includes two separate one-year extensions. Changes from the current OPTTSA contract include:

1. Approximately 10 non-substantive changes (address, phone numbers, etc.);
2. Changes reflect last two contract extensions;
3. Increased "due process" guidelines - The City retains the ability to immediately suspend a Contractor per RMC Section 5.15.145. However, when an allegation of misconduct or a potential breach of this Agreement is identified, the Contract Administrator will conduct an investigation of the allegations. As part of the investigative process and prior to the City reaching a conclusion as to the allegations, the involved OPTTSA will be provided an opportunity to meet with the

investigating authority and provide information that is relevant to the allegations. This section also provides the companies with a general guideline of the process when they are facing potential disciplinary action.

4. Less punitive approach – This approach would add fines in lieu of suspension, which was added at the request of the tow companies as a more palatable approach than suspension. This process would allow the tow companies to continue providing service as long as they pay the fine and correct the issues.

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#### Fines in Lieu of Suspension and/or Termination (New) Section G.4 (Page 7)

1. Exceeding the maximum Response Time a. (each violation)	\$200
2. Excessive Passes (3 per month)	\$500
3. Equipment Violations or Business Omissions a. (per day). If violation is not addressed within 10 days, a suspension may result	\$200
4. Unauthorized release of vehicle	\$1,000
5. Lack of required equipment a. (each violation)	\$200
6. Failure to meet yard standards a. (pursuant to RMC Section 5.15.100)	\$500

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Standards for Owners/Drivers/Operators to include age requirements, background checks, DUI history, reference to definition of Moral Turpitude, consideration of misdemeanor convictions, and pull notices;

1. Drivers be ~~over~~ 18 years **or older, successfully complete a submit to a** background check **administered by the Contract Administrator or his/her designee**
  2. No DUIs within ~~seven (7)~~ four (4) years
  3. Moral Turpitude Definition
  4. **Misdemeanor conviction will not result in an automated disqualification; however, each applicant history will be evaluated on a case-by-case basis**
  5. Pull Notices
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#### Definition of Moral Turpitude:

Crimes of moral turpitude are generally defined as acts of baseness, vileness or depravity in the private and social duties, they are contrary to the accepted and customary rule of moral, right and duty between people and can be either felonies or misdemeanors. Crimes of moral turpitude include but are not limited to arson, burglary, blackmail, forgery, fraud, larceny (grand or petty), robbery, theft, perjury, contributing to the delinquency of a minor, assault with intent to kill, commit rape, commit robbery or commit serious bodily harm, battery, pimping and pandering, child endangerment, battery on a spouse, indecent exposure, evading police, auto theft and DUI.

Clarification of Department of Motor Vehicle Pull Notices pursuant to California Vehicle Code 1808.1.

1. Any Contractor that receives a DMV Pull Notice Program action notification shall provide the Contract Administrator with the driver's name and notification summary by 0900 hours the following day.
2. Pursuant to CVC 1808.1

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Investigative Process (New) Section H.8 (page 12)

The City retains the ability to immediately suspend a Contractor per RMC Section 5.15.145. However, when an allegation of misconduct or a potential breach of this Agreement is identified, the Contract Administrator will conduct an investigation of the allegations. As part of the investigative process and prior to the City reaching a conclusion as to the allegations, the involved OPTTSA will be provided an opportunity to meet with the investigating authority and provide information that is relevant to the allegations. Non-Contractual Modifications

1. Approved Driver List
2. Driver Application Process
3. Reporting Practices
  - a. Single format
  - b. Daily reporting

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The process for application for tow contractors includes posting the opportunity on the City's web page for a period of two weeks. Current tow contractors, as well as those who have expressed an interest in being placed on the City's rotation, will be notified by certified mail of the opportunity to apply.

Each applicant is required to submit all required documents, undergo a physical inspection of the applicant's tow yard and equipment, and company employees must successfully pass background checks. Companies that fail to meet the specified standards will not be considered as an OPTTSA applicant with the City of Riverside and their application will be terminated.

All contractors who meet the criteria of Riverside Municipal Code Chapter 5.15 will be given an opportunity to be placed on rotation pursuant to the contract.

**FISCAL IMPACT:**

There is no fiscal impact associated with this report and there will be no additional costs for the Police Department. Revenue generated by the tow companies is deposited directly into the City's General Fund revenue accounts.

Prepared by: Sergio G. Diaz, Chief of Police  
Certified as to  
availability of funds: Scott G. Miller, Ph.D., Chief Financial Officer/City Treasurer  
Approved by: Alexander T. Nguyen, Assistant City Manager  
Approved as to form: Gary G. Geuss, City Attorney

Concurs with;



Jim Perry, Chair  
Public Safety Committee

Attachment: 2017-2018 OPTTSA Contracts