

CITY OF SACRAMENTO



DEPARTMENT OF LAW
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January 29, 1982

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Hon. City Council
City Hall
Sacramento, CA 95814

Re: TOWING AGREEMENT -- SACRAMENTO POLICE DEPARTMENT

Dear Council Members:

SUMMARY

The Law and Legislation Committee, by a two-to-one vote, recommends that the current policy of utilizing six tow companies for the downtown tow-away zones be continued. The parking restrictions for these zones are in effect on Friday and Saturday nights between 9 p.m. and 12 midnight. The Committee recommends that changes be made in the present agreement with these six companies to require that no night pickup fee be charged if the vehicle is picked up between 9 p.m. and midnight on the day it has been towed away. In addition, the Committee recommends the agreement be changed to provide that the daily storage fee shall apply for a 24-hour period.

BACKGROUND INFORMATION

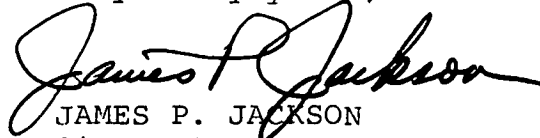
After considerable discussion, on January 18, 1982, the Law and Legislation Committee voted to continue the present practice of allowing six tow companies to tow away vehicles from the downtown tow-away zones. The Committee voted to modify the current agreement by providing that no night pickup fee be charged if the vehicle is picked up between 9 p.m. and 12 midnight on the night it is towed. Presently a late-pickup fee of \$20 is authorized. The Committee also recommended that the current agreement be modified to provide that the \$5 storage fee would apply for a full 24-hour period. Currently a storage fee may be charged as soon as the vehicle is towed to the lot, and for each calendar day thereafter. Thus, if a vehicle is towed to the lot at 11 p.m., the full \$5 fee may be charged for one hour and another \$5 fee may be charged starting at midnight. The recommended modification would authorize only one storage fee in this type of situation. The Committee took the above action by a two-to-one vote (Councilmen Pope and Fisher voting in favor, Councilman Shore voting against, and Councilman Connelly absent).

The City staff had recommended that competitive bids be called to select one tow operator to provide the downtown tow-away service. The attached letter from the Police Department contains the staff recommendation.

RECOMMENDATION

The Law and Legislation Committee recommends that the current vehicle towing policy be continued with the modification of the late-pickup fee and the storage fee as described above.

Very truly yours,


JAMES P. JACKSON
City Attorney

JPJ/p

Attachments



CITY OF SACRAMENTO

DEPARTMENT OF POLICE

HALL OF JUSTICE
813 - 6TH STREET

SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5121

JOHN P. KEARNS
CHIEF OF POLICE

December 21, 1981

Law and Legislation Committee
City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: TOWING AGREEMENT - SACRAMENTO POLICE DEPARTMENT

SUMMARY

A meeting was held with the six downtown tow companies from the J & L tow-away zones. They recommend no change in current policy. A feasibility study was made of competitive bidding for the downtown tow-away zones only. This report contains a proposed contract and recommends that a bid contract be initiated for the downtown tow-away zones only.

BACKGROUND

The Law and Legislation Committee, on December 2, 1981, decided against the staff recommendation to bid towing assignments on a city-wide basis. The Committee gave direction to staff to meet with the six downtown tow companies to attempt to reduce and stabilize the towing charges from the J & L tow-away zones. Also, the Committee gave direction to the staff to report back concerning the feasibility of competitive bidding for the downtown tow-away zones only.

Meeting with Tow Companies

On December 9, 1981, Deputy Chief Dohm met with the six downtown tow companies that handle the tow-away zones on J & L Streets. The six representatives each felt that they should not be "pressured" into reducing their fees and felt the current written agreement with the Sacramento Police Department should not be changed in any way. Alternatives were explored but all were rejected. The six tow representatives recommended to Deputy Chief Dohm that he respond to the Law and Legislation Committee that nothing be changed and the tow agreement, now in force, continue for all J & L Street tow-away zone tows.

Competitive Bidding of Tow-Away Zones

A bid contract proposal for the downtown tow-away zones is feasible. A draft proposal is attached to this report (See Attachment). This would establish a competitive price charged for all tows in any tow-away zone in the downtown area bounded by the American River to the north, the Sacramento River to the west, Alhambra Boulevard to the east, and Broadway to the south.

Competitive Bidding of Tow-Away Zones (cont.)

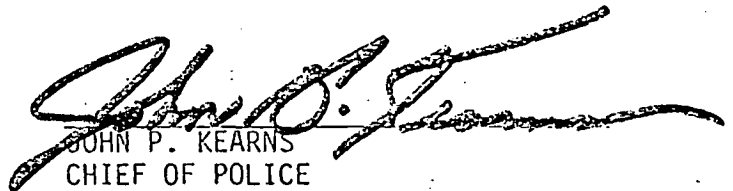
The proposal would allow the lowest bidder to tow all vehicles from the tow-away zones in the downtown area. Of interest to the Council would be the definition of After-Hour Release. All owners of vehicles towed from 9:00 P.M. on either Friday or Saturday night would have until 1:00 A.M. of the immediate next day to pick up their vehicles without having to pay the after-hour release fee. Most vehicles towed from the tow-away zones would only have a charge levied against it for a tow charge. Also, the definition for storage is included in this bid contract to mean storage after the first 24 hours only.

Most of the other advantages listed in previous reports to Council still apply to this bid contract. There is no disadvantage to the tow companies on our current list as they will receive the same amount of tows they have had in the past. The only disadvantage would be that Police Radio will have one more list to use and from which to request tows. This appears to be insignificant at this time.

RECOMMENDATION

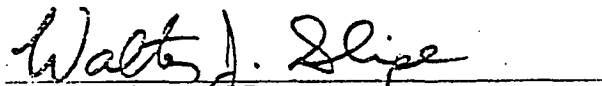
It is recommended that the Law and Legislation Committee affirm this tow contract proposal and send it to the full City Council. The bid contracts could be initiated, after review by the City Attorney, with an approximate starting date of April 1, 1982.

Respectfully submitted,



JOHN P. KEARNS
CHIEF OF POLICE

Recommendation Approved:



WALTER J. SLOPE
CITY MANAGER

JPK:LCD:jt
Attachment

REF: 12-57

PURCHASING DIVISION

FOR: VEHICLE TOWING, HAULING AND STORAGE SERVICES

BID NO: _____

Name of Bidder _____ Telephone _____

Type of Business: Corporation, Co-partnership, Individual doing business under his own name.
 Individual doing business using a firm name.

Business Address: _____
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and/or furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Typed or Printed Name and Title _____ Signature _____

Address (If different than above business address) _____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required No Yes Amount \$200

Received: Cash Cashiers or Certified Check Surety Bond

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

BIDDING SHEET FOR
VEHICLE TOWING, HAULING AND STORAGE SERVICES

For furnishing to the City of Sacramento vehicle towing and storage services, on an "as required" basis, in accordance with these provisions and attached specifications. The vehicle towing services shall be provided within posted tow-away zones located within the district defined in these specifications.

Charges and Fees

<u>Item</u>	<u>Description</u>	<u>Unit Charge</u>	
1.	Towing/hauling service from any point within the district to contractor's storage facilities.		
	Motorcycles	\$ _____	each
	Automobiles	\$ _____	each (Factor 5)
	Pickups and vans up to 10,000 pounds GVW.	\$ _____	each
2.	Storage of towed/hauling vehicles at contractor's facilities - per day.		
		<u>Enclosed Storage</u>	<u>Open Storage</u>
	Motorcycles	\$ _____	\$ _____
	Automobiles	\$ _____	\$ _____ (Factor 5)
	Pickups and vans up to 10,000 pounds GVW	\$ _____	\$ _____
3.	After Hour Release		\$ _____
4.	Dollie Fee		\$ _____

Charges

The rates quoted above shall be the total charges for the services rendered. No other charges of any kind whatsoever will be authorized or paid by the City or by the vehicle owner. Nor shall contractor make a charge for the cost of dry runs. The term "dry run" refers to the situation where contractor is called by the Sacramento Police Department to tow a vehicle, but no vehicle is towed or hauled.

Award

The City proposes to make one (1) award to the overall lowest responsive and responsible bidder; however, the City reserves the right to make multiple awards if deemed necessary to insure adequate district coverage and equipment availability. In addition to the other provisions of these specifications, the lowest bidder will be determined in the following manner:

The unit charge for towing and hauling service for automobiles will be multiplied by a factor of five (5); the unit charges for enclosed and open storage of automobiles will be multiplied by a factor of five (5). All other unit charges will be multiplied by a factor of one (1). All figures

BIDDING SHEET FOR VEHICLE TOWING, HAULING
AND STORAGE SERVICES - continued

thus obtained will be added together and the figure resulting therefrom will be the figure used to determine the lowest bid for each district.

Period of the Contract

Any resultant contracts shall be effective April 1, 1982, or from date of award if subsequent thereto, through March 31, 1983. This contract may be extended on an annual basis for a maximum period of three (3) years, at the same terms conditions, if acceptable to both parties.

Storage Fees

The first 24 hours of storage shall be included in the charges for the original tow. The storage time will be determined from the time the tow request is received by the tow company. After the first 24 hours of storage, the fees for storage will be charged as noted in the bid sheet. In addition, no person shall be charged at the enclosed storage rate unless the Sacramento Police Department has ordered the contractor to place the vehicle in the enclosed storage facility.

After Hour Release

The "After Hour Release" fee will apply only when it is actually necessary for contractor, or his employees, to return to his storage location during nonbusiness hours.

If the owner of a vehicle which has been towed, or said owner's representative, (1) appears at the contractor's storage yard before 1 a.m. on a Saturday or Sunday morning and (2) is ready, willing and able to regain possession of the vehicle and (3) said vehicle has been towed during the immediately preceding hours of 9 p.m. to 1 a.m., then, in that event, no "after hour release" fee shall be charged to said owner or representative.

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

SPECIFICATIONS FOR
VEHICLE TOWING, HAULING AND STORAGE SERVICES

1. Definition of District

All posted towaway zones in the City bounded by the American River on the north, the Sacramento River on the west, Alhambra Boulevard on the east and Broadway on the south.

2. Facility and Personnel Requirements

As a minimum the contractor must have or be prepared to provide facilities, personnel and equipment as set forth below:

A. Dispatching Office - located at _____

- 1) Must be staffed seven (7) days a week, 24-hours per day, or have an answering service with the capability to provide service within the times required elsewhere in this specification.
- 2) Police and public telephone contact point must be the same.
- 3) Must provide a public restroom and waiting area which must be safe for the public and must be clean in appearance.

B. Enclosed Storage Garage - located at _____

- 1) Must provide two (2) vehicle spaces.

C. Open Storage Area - located at _____

- 1) Must provide fifty (50) vehicle spaces.
- 2) Must provide security for stored vehicles. Minimum requirements being fencing and lighting.

D. Employees

- 1) Employ sufficient employees to provide efficient dispatching and service related to vehicle releases and record keeping on a seven (7) days per week, 24-hours per day demand basis.

E. Tow Truck Operators

- 1) Sufficient and competent tow truck operators to meet police dispatched towing requirements on a seven (7) days per week, 24-hours per day basis.

SPECIFICATIONS FOR VEHICLE TOWING
HAULING AND STORAGE SERVICES - continued

F. Tow Trucks - submit a list of available equipment with your bid.

- 1) Must operate at least five (5) tow trucks of not less than 3/4-ton capacity. Each equipped with winch, boom, hoist, snatch blocks, tow sling, dollies, and each shall have hauling capacity of not less than three thousand pounds.
- 2) Each tow truck must meet the provisions of § 24605, 25253, 25300, 27700, and 27907 of the California Vehicle Code, and each tow truck will be inspected on a yearly basis or whenever deemed necessary by the Sacramento Police Department for compliance with the code.
- 3) Trailer designed to carry motorcycles.

3. Records, Bookkeeping and Reports

The contractor shall maintain records of tow services furnished, including a description of vehicles, nature of service, amount billed and collected, and time and location of calls. Such records shall be retained for a period of four (4) years and shall be open to inspection at any time by representatives of the City of Sacramento.

Contractor shall comply with Vehicle Code 10652 in reporting the storage of vehicles over thirty (30) days. Contractor shall furnish the Sacramento Police Department with a copy of the report which contractor is required to furnish the Department of Justice pursuant to that statute.

4. Complaints and Remedies

Any Police Department investigation of a complaint will be forwarded to the Purchasing Agent of the City of Sacramento, who will take appropriate action up to and including termination of the contract.

5. General Requirements

A. Response Time

Contractor shall respond to all requests for service from the Sacramento Police Department so as to arrive at the scene not later than fifteen (15) minutes from the time he receives the call from the Police dispatcher.

B. Sub-Contracting

Contractor shall not "sub-contract," or authorize another tow company to tow a vehicle which has been assigned to the contractor by the Sacramento Police Department.

C. Property Receipt

Contractor shall furnish a receipt for any property removed from any vehicle towed or stored. A copy of the receipt shall be placed in the vehicle and the original receipt maintained with the contractor's records.

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, 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 Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.
2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.
3. Insurance.
 - (a) Public Liability. During the term of this Contract, Contractor shall maintain in full force and effect a policy of public liability insurance with minimum coverages as follows: \$500,000.00 for injury to one or more persons and property damage in any one occurrence. Contractor shall cause the City of Sacramento to be named as additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against the City.
 - (b) Workers Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compensation shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.
 - (c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.
4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.
5. Assignment Prohibited. No party to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

SPECIFICATIONS FOR VEHICLE TOWING
HAULING AND STORAGE SERVICES - continued

D. Lien Sales

Lien sales shall be the sole responsibility of contractor and all such sales shall be conducted in accordance with applicable state law.

Payment by the Vehicle Owners

All towing/hauling, storage and special service charges shall be the sole responsibility of the vehicle owners who shall be assessed charges at the rates shown elsewhere on this bidding sheet. These rates include any charges for after hours release of the vehicle.

General Provisions

The attached general provisions, 1 through 5, are made a part of this request for bids and any contracts resulting therefrom.

Responsibility for Vehicles and Personal Property

The contractor shall be completely responsible for the protection and security of all vehicles and personal property assigned to him for towing and storage. Any losses or damage will be replaced or repaired by the contractor at no cost to the City of Sacramento or to the vehicle owner.

Termination of the Contract

In the event the contractor fails to comply with any or all of the terms of this contract, the City may terminate this contract by giving fifteen (15) days written notification. The City shall have no further obligation or liability to the contractor after the effective date of termination except for payment of services rendered before termination. The contractor and/or his surety shall be responsible for any and all additional costs incurred by the City as a result of the termination of this contract and the faithful performance bond shall be used to satisfy and settle the City's demand for reimbursement of such costs.

Indemnity

Contractor agrees to hold harmless and indemnify the City of Sacramento, its officers, agents and employees from and against all claims, causes of action, liability for damages for personal injury (including death) or damage to property or for any other claim for damages arising out of or in the course of contractor's performance or failure to perform this contract. Contractor's duty to hold harmless under this section shall include the duty to provide a full legal defense for the City of Sacramento, its officers, agents and employees for said claims, causes of action or liability.

NAME OF BIDDER _____

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR
PROPOSAL