

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.18
(ID # 7773)

MEETING DATE:

Tuesday, September 18, 2018

FROM : TLMA-CODE ENFORCEMENT:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY-CODE ENFORCEMENT
DEPARTMENT: Ratify Amendment No. 2 to Statewide Towing and Recovery Inc. Agreement for Vehicle Abatement Services, increasing the Agreement compensation amount through June 30, 2020; All Districts, [Total Cost - \$317,000; \$150,000 Annual Cost] 100% State Abandoned Vehicle Abatement (AVA) Grant Revenue

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Execute Amendment No. 2 for Vehicle Abatement Services between the County of Riverside and Statewide Towing and Recovery Inc., to increase the Agreement annual compensation amount for FY17/18 from \$98,000 to \$115,000, and increase the Agreement annual compensation from \$98,000 for FYs 18/19 and 19/20, to an aggregate amount of \$300,000 for FYs 18/19 and 19/20;
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the agreement and b) sign amendments to the compensation provision that do not exceed ten (10) percent annually.

ACTION:

Charissa Leach, Assistant TLMA Director 8/20/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: September 18, 2018
xc: TLMA-Code Enforcement, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$167,000.00	\$150,000.00	\$317,000.00	N/A
NET COUNTY COST	N/A	N/A	N/A	N/A
Source of Funds: 100% State Abandoned Vehicle Abatement Grant Revenue (AVA)				
			For Fiscal Year: FY 18/19 - 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside's Code Enforcement Department ("the Department") is responsible for removing abandoned, junked, wrecked, dismantled or inoperative vehicles and parts from private or public property within the unincorporated portions of the County, in accordance with the State of California Vehicle code, Section 22660, Department of Motor Vehicle Reg. 18.050 and County of Riverside Ordinance Number 520.6. These vehicles range in size from motorcycles to large trucks and buses. The majority of these vehicles abated have little or no monetary value of themselves.

The Department participates in the Abandoned Vehicle Authority (AVA) Program which provides reimbursement for the abatement of abandoned, wrecked, dismantled and/or inoperative vehicles or parts thereof. The Department serves many rural communities with various terrains, which occasionally results in use of specialized equipment to access and remove vehicles at an increased cost. In Fiscal Year FY 16/17, the Department assigned three Code Enforcement Technicians to primarily work vehicle abatement cases. The focused vehicle abatement efforts increased towing costs from \$20,311 in FY 15/16 to \$34,146 in FY 16/17, an increase of 68 percent. Near the conclusion of FY 17/18, the towing cost was \$96,018, an additional increase of 181 percent. On May 29, 2018, Amendment No. 1 to the Personal Service Agreement was entered into by and between the County of Riverside and the vendor, Statewide Towing, to amend the agreement to reflect the true, anticipated cost to the County, not to exceed \$98,000.00 per year. Actual year end costs for FY 17/18 was \$115,000. This amendment seeks to make necessary adjustments by increasing the FY 17/18 contract amount to \$115,000.00 to allow payment in full for services rendered. In addition, this amendment seeks to increase the amount from \$98,000.00 to an aggregate amount of \$300,000 for FYs 18/19 and 19/20.

Impact on Residents and Businesses

Code Enforcement continues to work with individuals and business owners on 'compliance first' based strategies to achieve voluntary compliance. Where enforcement does become necessary as the best available recourse to deal with blight and safety issues, there is a need to move towards more fully recovering enforcement costs and reduce the impact on the General Fund. Utilization of this abatement service is critical to the safety and well-being of our communities.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Additional Fiscal Information

The existing Statewide Towing services is 100% funded by the State Abandoned Vehicle Abatement (AVA) grant. Therefore, no additional General Fund support is needed to provide this added service.

Contract History and Price Reasonableness

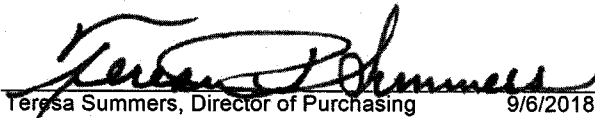
In 2015, Purchasing and Fleet Services, on behalf of the Code Enforcement Department, issued a Request for Quote (RFQ) number TLARC-413A. Solicitations were sent out to relevant Towing Service providers and advertised on Public Purchase with four (4) vendors submitting bids. Statewide Towing and Recovery, Inc. was determined to be the lowest, most responsive, and responsible bidder and was subsequently awarded a contract with the County. On May 29, 2018, Amendment 1 was executed to increase the annual amount from \$75,000 to \$98,000 for FYs 17/18 through 19/20.

ATTACHMENTS:

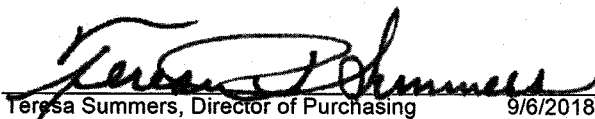
Statewide Vehicle Abatement Contract

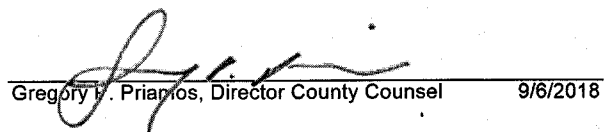
Amendment No. 1 to the Agreement

Amendment No. 2 to the Agreement


Teresa Summers, Director of Purchasing 9/6/2018


Scott Bruekner 9/10/2018


Teresa Summers, Director of Purchasing 9/6/2018


Gregory V. Priamos, Director County Counsel 9/6/2018

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT
WITH
STATEWIDE TOWING AND RECOVERY, INC.

Original Contract Term:	March 23, 2015 through June 30, 2020
Contract Term Extended To:	(not applicable)
Effective Date of Amendment:	May 1, 2018
Original Annual Maximum Contract Amount:	\$98,000
Amended Ratified Annual Maximum Contract Amount for FY 17/18:	\$115,000
Amended Aggregate Maximum Contract Amount for FY's 18/19 & 19/20:	\$300,000
Contract ID:	TLARC-96890-001-06/19

This Amendment No. 2 to the Personal Service Agreement is entered into by and between the County of Riverside, a political subdivision of California (COUNTY), and Statewide Towing and Recovery, a California corporation (CONTRACTOR), effective September 11, 2018.

RECITALS

WHEREAS, COUNTY, on behalf of its Code Enforcement Department, entered into a Personal Service Agreement, effective March 23, 2015, with CONTRACTOR for certain towing services, as part of its Abandoned Vehicle Abatement Program (the "Agreement");

WHEREAS, COUNTY's towing costs for fiscal year 2016-2017 increased by 68% due to the use of specialized equipment to access and remove vehicles from COUNTY's challenging terrains;

WHEREAS, COUNTY's related costs have continued to increase in fiscal year 2017-2018 by 181%; and

WHEREAS, COUNTY desires to increase the contract amount in this Amendment No. 2 to \$115,000 for FY17/18 through June 30, 2018.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to reflect the true cost to COUNTY and to increase the contract to an aggregate amount for the remaining two years from July 1, 2018 through June 30, 2020.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The above recitals are true and correct.
2. Section 3.1 of the Agreement (Compensation) is deleted in its entirety and replaced with the following:

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT
WITH

STATEWIDE TOWING AND RECOVERY, INC.

accordance with the terms of Exhibit B, Payment Provisions.
Maximum payments by COUNTY to CONTRACTOR:

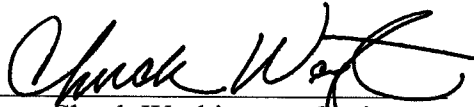
3.1.1 For Fiscal Year 2017/2018 from July 1, 2017 through June 30, 2018 shall not exceed One Hundred Fifteen Dollars (\$115,000): and

3.1.2 For Fiscal Years 2018/2019 and 2019/2020 (from July 1, 2018 June 30, 2020) shall not exceed an aggregate amount of Three Hundred Thousand Dollars (\$300,000), including all expenses, based on the availability of fiscal funding. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3. All other terms and conditions of the Agreement not modified herein shall remain unchanged.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

Dated: SEP 18 2018

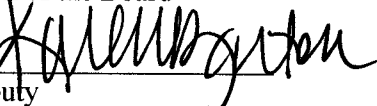
Statewide Towing and Recovery, Inc.
a California Corporation

By: 
Name: Christopher Kirk
Title: President and Owner

Dated: 9-10-18

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Synthia M. Gunzel
Chief Deputy County Counsel

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
STATEWIDE TOWING AND RECOVERY, INC.

Original Contract Term:	March 23, 2015 through June 30, 2020
Contract Term Extended To:	(not applicable)
Effective Date of Amendment:	June 1, 2018
Original Annual Maximum Contract Amount:	\$75,000
Amended Annual Maximum Contract Amount:	\$98,000
Contract ID:	TLARC-96890-001-06/16

This Amendment No. 1 to the Personal Service Agreement is entered into by and between the County of Riverside, a political subdivision of California (COUNTY), and Statewide Towing and Recovery, a California corporation (CONTRACTOR), effective June [DAY], 2018.

RECITALS

WHEREAS, COUNTY, on behalf of its Code Enforcement Department, entered into a Personal Service Agreement, effective March 17, 2015, with CONTRACTOR for certain towing services, as part of its Abandoned Vehicle Abatement Program (the "Agreement");

WHEREAS, COUNTY's towing costs for fiscal year 2016-2017 increased by 426% due to the use of specialized equipment to access and remove vehicles from COUNTY's challenging terrains;

WHEREAS, COUNTY's related costs have continued to increase in fiscal year 2017-2018 by 28%; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to reflect the true cost to COUNTY.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The above recitals are true and correct.
2. Section 3.1 of the Agreement (Compensation) is deleted in its entirety and replaced with the following:

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Ninety Eight Thousand Dollars (\$98,000) annually, including all expenses, based on the availability of fiscal funding. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B,

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH


STATEWIDE TOWING AND RECOVERY, INC.

COUNTY shall not be responsible for payment of any of
CONTRACTOR's expenses related to this Agreement.


3. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
Henry Robles
Procurement Contract Specialist
Dated: 5/29/18

STATEWIDE TOWING and RECOVERY,
INC., a California corporation

By: 
Name: Christopher Kirk
Title: President- owner
Dated: 5-29-18

PERSONAL SERVICE AGREEMENT

for

VEHICLE ABATEMENT SERVICES

between

COUNTY OF RIVERSIDE

and

STATEWIDE TOWING AND RECOVERY



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This Agreement, made and entered into this 17 day of MARCH, 2015, by and between Statewide Towing and Recovery (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of seven pages at the prices stated in Exhibit B, Payment Provisions, consisting of two pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2020, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed seventy five thousand dollars (\$75,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless

otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation Land Management Agency
Attn: Administration
P.O. Box 1469
Riverside, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TLARC-96890-001-06/16); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any

reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the COUNTY stating the intent and effective date of termination. CONTRACTOR will return funds to COUNTY on a pro-rata basis, if applicable.

5.3 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after

it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Transportation Land Management Agency
Attn: Charlene McNair
4080 Lemon Street, 14th Floor
Riverside, CA 92501

CONTRACTOR

Statewide Towing and Recovery
Attn: Erika Arinaga
190 North Main Street
Riverside, CA 92501

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Attn: Walter Mack, Sr. Procurement Contract Specialist

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at

its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. **Insurance**

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and

policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

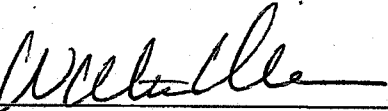
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

Signature: _____



Print Name: Walter Mack

Title: Sr. Procurement Contract Specialist

Dated: _____

3/23/2015

CONTRACTOR:

Statewide Towing and Recovery
190 North Main Street
Riverside, CA 92501

Signature: _____



Print Name: CHRISTOPHER KIRK

Title: DIRECTOR / OWNER

Dated: _____

03/17/2015

**EXHIBIT A
SCOPE OF SERVICES**

The COUNTY of Riverside Department of Code Enforcement Department Vehicle Abatement Program removes abandoned, junked, wrecked, dismantled or inoperative vehicles and parts from private or public property within the unincorporated portions of the COUNTY, in accordance with the State of California Vehicle code, Section 22660, Department of Motor Vehicle Reg. 18.050 and COUNTY of Riverside Ordinance Number 520.6. These vehicles range in size from motorcycles to large trucks and buses. The majority of these vehicles abated will have little or NO monetary value of themselves.

1. The CONTRACTOR shall be paid an hourly rate for a "Standard" tow per vehicle, based upon its category as determined by the type of the vehicle.
There are three categories:
 - 1) Light Duty Motorcycles, passenger vehicles under (1) ton.
 - 2) Medium Duty under (2) ton.
 - 3) Heavy Duty over (2) ton, LG Diesel, Bus and Trailer

2. When pre-authorized by the COUNTY; a Premium Hourly Rate may be charged for specialized equipment to abate the following:
 - a. When winching, cabling, may be necessary to abate the vehicle, and/or
 - b. The vehicle is on an unimproved roadway that is less than 13' wide and/or is impassable for a tow truck, and/or
 - c. The vehicle is off the roadway and/or the right-of-way and is located in a ravine, soft sand, stream, or other similar areas, is inaccessible due to obstructions; and/or the vehicle is in such deteriorated condition due to the lack of wheels, etc.
 - d. In the event of a dispute between the CONTRACTOR and the COUNTY, in relations to the removal of a vehicle, the COUNTY decision shall prevail. If the CONTRACTOR however, refuses to remove said vehicle as requested, doing so may be basis for cancellation of the contract.
 - e. If the CONTRACTOR(s) determines the removal of a referred vehicle in this category is not possible due to inadequate roadway access and/or other mitigating circumstances, the CONTRACTOR(s) must immediately notify Code Enforcement. The COUNTY will then determine whether the vehicle is still "eligible" for removal. The COUNTY will provide the CONTRACTOR(s) with a written response.

3. **Mileage:** Mileage will be allowed. The mileage will start at the "point of pick up" and will terminate at the point of the disposal or salvage yard, (build this into the hourly rate). The CONTRACTOR shall not take the abated vehicle(s) to their business to build a stockpile prior to submitting the abated vehicle to the scrap/disposal yard.
4. **The response will either:**
 - a. Disqualify the referred vehicle as "ineligible" and direct the CONTRACTOR(s) to surrender the forms allowing the vehicle's removal to the COUNTY; or Qualify the vehicle as "eligible" and direct the CONTRACTOR(s) to remove the vehicle at the "Premium" tow rate.
 - b. Any and all waste matter removed from a vehicle shall be properly disposed of at an approved disposal facility, at no additional charge, in accordance with COUNTY of Riverside Code; Chapter 8.132. Provide an hourly rate to remove trash and debris if the vehicle has no windows, or is at risk of blowing out when being towed.
 - c. All waste tires are to be disposed of according to all applicable laws and at no additional cost to the COUNTY. Contact Code Enforcement immediately.
 - d. The CONTRACTOR(s) is not entitled to charge the registered vehicle owner a fee for towing charges for vehicles abate at the COUNTY's authorization.

5. Requirements:

After completion of all due process requirements, as delineated in California Vehicle Code, Section 22661 and COUNTY of Riverside ordinance Number 520.6, Code Enforcement shall issue a "Order of Vehicle Removal" (Form No. 284-151, hereinafter referred to as "Removal Order") for each separate vehicle or parts thereof to be abated. Vehicles may be abated only after submittal of a Removal Order to the CONTRACTOR (it is the responsibility of the CONTRACTOR to pick up the prepared removal order(s) within two (2) business days of notification from Code Enforcement Staff). The CONTRACTOR shall complete the vehicle abatement within seven (7) calendar days from receipt of the removal order. The only exceptions to this seven (7) day standard shall be by mutual agreement of the CONTRACTOR and Code Enforcement and shall involve cases where removal of the vehicle or parts thereof is prohibited by the intervention of outside parties or as a part of a separate, large-scale project. Removal orders will be submitted to the CONTRACTOR in Batches. The CONTRACTOR will sign for each batch picked up from Code Enforcement for invoice processing. See Exhibit C.

6. The COUNTY will pay a flat of \$15.00 for vehicles that are a Code 3 (Vehicle no longer on property) or Code 4 (Vehicle that is operable upon arrival of the job site).
7. In cases where the removal of the vehicle is prohibited by the intervention of outside parties, the CONTRACTOR shall leave the vehicle on the property, record "Owner refused to release vehicle" the vendor will keep Removal Order and contact Code Enforcement for further instructions.

8. Permits and forms

- a. The filing of any required forms, i.e.. Removal Order Form 284-151, with the appropriate department(s) for vehicles abated shall be the sole and separate responsibility of the CONTRACTOR.
- b. Any Federal, State or COUNTY required license(s), permit(s), or approval(s) shall also be the sole and separate responsibility of the CONTRACTOR.

9. Inspection and Certification

- a. One (1) copy (yellow) of the Removal Order with the Dismantler Statement of Disposal section completed; the copy goes directly to the office, and the removal order, invoice, and certificate will go to Code Enforcement Administration, PO Box 1469, Riverside, CA 92502
- b. The original photograph of the abated vehicle (when provided by Code Enforcement);
- c. Two (2) copies of the itemized towing slip or work order;
- d. One (1) copy of the receipt from the dismantling yard or recycling center used for the abatement of the vehicle which includes the "individual" scrap rebate value of the vehicle and;
- e. One (1) original invoice including the date and the total number of vehicles removed, the total number of "Code 3's", the total number of "Code 4's" and the total number of "owner refused to release vehicle", total costs for each pricing category itemized by Removal Order and the total scrap recycling rebate.
- f. Incomplete submittals will be returned to the CONTRACTOR for missing items prior to processing for payment. Upon receipt of a complete submittal, Code Enforcement will conduct site inspections and verify the satisfactory completion of the work' review and approve the billing invoices and then submit to the Accounting Division for payment.

10. Disposing of Vehicle(s)

- a. All vehicles or parts thereof shall be removed by the CONTRACTOR from the property described on the Removal Order and shall be transported to a qualified/legal, authorized metal recycling facility or vehicle dismantling yard. All vehicles must be dismantled or scrapped and cannot be made operable, nor may any parts with individual (VIN) or, serial numbers being resold or used. CONTRACTOR shall provide a receipt for all trash and the location of the disposal site. Placement of the abated vehicles or parts in any other location is a violation of the California Vehicle Code, COUNTY of

Riverside Ordinance Number 520.6 and may be grounds for immediate termination of contract.

- b. All vehicles and specified items not recycled for scrap metal shall be disposed of meeting all legal requirements of COUNTY of Riverside Hazardous Waste Ordinance Number 615.
- c. All vehicles removed by the CONTRACTOR employees or representatives shall be destroyed unless salvaged. All salvaged items shall be itemized in a list presented the COUNTY, Code Enforcement Department. The residual value of any scrap metal should be credited on the towing invoice for that vehicle. **Salvage slips showing the amount of the scrap rebate shall be submitted to Code Enforcement at the time of invoice processing and reference the applicable removal order number. CONTRACTORS shall provide a list of disposal sites currently used.**
- d. In the event the offset amount exceeds the cost charged to the COUNTY, the difference shall be refunded to the COUNTY of Riverside to be credited to the property owner.

11. Isolated, Difficult to Removed Abandoned Vehicles

The abatement of abandoned vehicles identified by Code Enforcement at isolated locations, requiring the use of winches, special cables or other specialized equipment shall only be done so with documented pre-authorization from Code Enforcement personnel. In the event the removal is authorized, it shall be billed according to a predetermined amount, set forth prior to the removal of said vehicle. Special equipment such as any medium, heavy and/or landoll trucks, bulldozers, fork lifts or crane hoists will require pre-approval from Code Enforcement before their use. Code Enforcement reserves the right to refuse the use of this type of equipment if the CONTRACTOR cannot prove their use is either necessary or is the most cost effective method to remove the vehicle(s).

12. Rights and Responsibilities of the COUNTY

- a. The Code Enforcement office will provide the towing CONTRACTOR(s) with the following:
 - 1) COUNTY will provide authorization to CONTRACTOR(s) for removal of vehicle(s).
 - 2) A description of the vehicle's year, make, model and condition (if known) and a recommendation of equipment needed to tow (such as "has wheels, is towable" or "hulk, need dolly or flatbed," etc.).
 - 3) Accurate directions and assistance in locating subject vehicle.
 - 4) The exact terms to be used to describe vehicles and equipment will be coordinated between the CONTRACTOR(s) and Code Enforcement.

- b. The COUNTY reserves the right to authorize a time extension to CONTRACTOR(s) for vehicle removal and recover services.
- c. The COUNTY shall be entitled to audit the books and records of the awarded CONTRACTOR(s). Such books or records shall be maintained by the CONTRACTOR(s) for a period of two years from the date of final payment or until an audit is completed.
- d. The COUNTY shall pay CONTRACTOR(s) on a monthly basis, upon submission of acceptable original invoices for vehicle abatement services rendered.
- e. Invoices shall be submitted to Code Enforcement Administration, PO Box 1469, Riverside, CA 92502, as required in Section 11 Compensation, to provide for timely payment. Invoices must reference the COUNTY control ID number assigned to each vehicle abated. The Code Enforcement office will notify CONTRACTOR(s) after receipt and review of invoices, if there is any invoice that is disputed, incorrect and/or that may need adjustment.

13. Rights and Responsibilities of the CONTRACTOR(s)

- a. CONTRACTOR(s) shall remove abandoned vehicles as authorized within seven (7) calendar days of notification from the COUNTY, unless prior arrangements are made, to defer removal of the vehicles based upon difficulty of the recovery, or if the COUNTY has requested an immediate tow (within one day) for an abandoned vehicle(s) constituting an immediate safety hazard. If the CONTRACTOR(s) fails to remove an abandoned vehicle within the time allowed, the CONTRACTOR(s) will surrender the tow authorization paperwork upon the COUNTY's request. Failure to perform services within the time specified herein may result in termination of contract.
- b. CONTRACTOR(s) shall provide two (2) dated photographs of the vehicle, taken from front and rear at the time of removal. These photographs must be accompanied with the CONTRACTOR(s)' invoice.
- c. CONTRACTOR(s) shall remove abandoned vehicles from all types of properties and roadways, both improved and unimproved, on a COUNTY wide basis. Property access and roadway widths will vary. The CONTRACTOR(s) towing vehicles and equipment is expected to be able to negotiate all types of properties and roadways regardless of improvements. However, if any vehicle is determined by the CONTRACTOR(s) to not be accessible for removal after referral, the CONTRACTOR(s) shall immediately notify COUNTY in writing (by fax or e-mail), at which time the COUNTY will determine whether the vehicle is still eligible for removal.
- d. CONTRACTOR(s) shall be required to remove all abandoned vehicles referred, and it will be necessary for the CONTRACTOR(s) to retrieve vehicles from streams, wetlands, sloughs, ravines or other difficult areas. CONTRACTOR(s) shall remove

vehicles from riparian corridors and environmentally sensitive areas in a manner so as to minimize any further environmental damage.

- e. It is the responsibility of the CONTRACTOR(s) to properly dispose of any waste matter within the abandoned vehicles authorized for towing, prior to final disposition of the vehicle, however garbage rates may apply. The Code Officer shall be immediately notified of any hazardous wastes that are identified within the abandoned vehicles.
- f. **The CONTRACTOR(s) shall not commingle any COUNTY abated vehicles with others being scrapped or salvaged.** Doing so shall be cause for non-payment of abated vehicle(s). Continuing to do so may be cause for termination of the contract.
- g. CONTRACTOR(s) shall identify all locations and methods for final disposition of abated vehicles consistent with CVC 22661(f).
- h. An acceptable billing invoice is considered to have the following:
 - i. Original invoice-with salvage slip number legibly referenced.
 - ii. Original copy of salvage slip individually attached to invoice.
 - iii. Two dated original photographs attached.
 - iv. Any other documentation as requested.
- i. CONTRACTOR(s) shall provide a list of the number and capacity of car carriers, tow trucks, vehicles and any other equipment available to be used in the performance of this contract. CONTRACTOR(s) shall also provide a list of all yard locations, yard size and vehicle capacity to be used in the performance of this contract. CONTRACTOR(s) will allow an inspection of all listed facilities upon request by the COUNTY during normal business hours.

14. Equipment

- a. CONTRACTOR shall equip and maintain each tow truck covered under this agreement in accordance with the provisions set forth in:
 - The California Vehicle Code
 - Title 13 of the California Code of Regulations
 - Per California Highway Patrol specifications
- b. CONTRACTOR is required to maintain a sufficient number tow trucks to conduct business and meet response times.

15. Drivers

- a. CONTRACTOR shall ensure that all tow truck drivers participating in the Abatement Program are qualified and competent employees of the company.

- b. CONTRACTOR shall ensure that all the tow truck drivers assigned are proficient in the use of the tow truck and related equipment.
- c. Tow truck drivers shall be a minimum of 18 years of age and are required to possess a valid California Driver's License and class of license per license per the California Vehicle Code.
- d. CONTRACTOR shall maintain a current list of drivers.

**EXHIBIT B
PAYMENT PROVISIONS**

Unit Price	District 1	Category 1 Std Towing Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under	\$36.00
Unit Price	District 1	Category 2 Std Towing Medium Duty Vehicles under two (2) tons.	\$52.00
Unit Price	District 1	Category 3 Std Towing Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses	\$70.00
Unit Price	District 1	Category 1 Premium Towing Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under	\$38.00
Unit Price	District 1	Category 2 Premium Towing Medium Duty Vehicles under two (2) tons.	\$55.00
Unit Price	District 1	Category 3 Premium Towing Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses	\$75.00
Unit Price	District 1	Discount For two (2) or more vehicles in any one (1) location or within one (1) mile radius, using the same equipment	\$25.00
Unit Price	District 2	Category 1 Std Towing Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under	\$36.00
Unit Price	District 2	Category 2 Std Towing Medium Duty Vehicles under two (2) tons.	\$52.00
Unit Price	District 2	Category 3 Std Towing Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses	\$70.00
Unit Price	District 2	Category 1 Premium Towing Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under	\$38.00
Unit Price	District 2	Category 2 Premium Towing Medium Duty Vehicles under two (2) tons.	\$55.00
Unit Price	District 2	Category 3 Premium Towing Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses	\$75.00
Unit Price	District 2	Discount For two (2) or more vehicles in any one (1) location or within one (1) mile radius, using the same equipment	\$25.00
Unit Price	District 3	Category 1 Std Towing Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under	\$36.00
Unit Price	District 3	Category 2 Std Towing Medium Duty Vehicles under two (2) tons.	\$52.00
Unit Price	District 3	Category 3 Std Towing Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses	\$70.00
Unit Price	District 3	Category 1 Premium Towing Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under	\$38.00
Unit Price	District 3	Category 2 Premium Towing Medium Duty Vehicles under two (2) tons.	\$55.00

Unit Price	District 3	Category 3 Premium Towing Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses	\$75.00
Unit Price	District 3	Discount For two (2) or more vehicles in any one (1) location or within one (1) mile radius, using the same equipment	\$25.00
Unit Price	District 4	Category 1 Std Towing Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under	\$36.00
Unit Price	District 4	Category 2 Std Towing Medium Duty Vehicles under two (2) tons.	\$52.00
Unit Price	District 4	Category 3 Std Towing Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses	\$70.00
Unit Price	District 4	Category 1 Premium Towing Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under	\$38.00
Unit Price	District 4	Category 2 Premium Towing Medium Duty Vehicles under two (2) tons.	\$55.00
Unit Price	District 4	Category 3 Premium Towing Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses	\$75.00
Unit Price	District 4	Discount For two (2) or more vehicles in any one (1) location or within one (1) mile radius, using the same equipment	\$25.00
Unit Price	District 5	Category 1 Std Towing Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under	\$36.00
Unit Price	District 5	Category 2 Std Towing Medium Duty Vehicles under two (2) tons.	\$52.00
Unit Price	District 5	Category 3 Std Towing Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses	\$70.00
Unit Price	District 5	Category 1 Premium Towing Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under	\$38.00
Unit Price	District 5	Category 2 Premium Towing Medium Duty Vehicles under two (2) tons.	\$55.00
Unit Price	District 5	Category 3 Premium Towing Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses	\$75.00
Unit Price	District 5	Discount For two (2) or more vehicles in any one (1) location or within one (1) mile radius, using the same equipment	\$25.00

ALL RATES SHALL INCLUDE FUEL AND ALL LABOR, NO OTHER CHARGES SHALL BE ALLOWED.