

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



ITEM: 3.7  
(ID # 13434)

**MEETING DATE:**

Tuesday, September 22, 2020

**FROM:** PURCHASING AND FLEET SERVICES:

**SUBJECT:** PURCHASING AND FLEET SERVICES: Approve Amendment No. 2 to the Professional Services Agreements for County-Wide Towing with Statewide Towing and Recovery Inc., and G Brown Corp. dba Town and Country Towing. All Districts. [\$500,000 annually; up to \$75,000 in additional compensation] 100% Department Funds (4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Amendment No. 2 to the Professional Services Agreement with Statewide Towing and Recovery Inc. for countywide towing to increase the annual contract amount by \$200,000 from \$100,000 to \$300,000 through September 30, 2024, and authorize the Chairman of the Board to sign the Amendment on behalf of the County; and,
2. Approve Amendment No. 2 to the Professional Services Agreement with G Brown Corp. dba Town and Country Towing for countywide towing services to increase the annual contract amount by \$100,000 from \$100,000 to \$200,000 through September 30, 2024, and authorize the Chairman of the Board to sign the Amendment on behalf of the County; and,
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to: (a) sign amendments that exercise the options of the agreements, including modifications of the statement of work that stay within the intent of each agreement; (b) move the allocated funds among the vendors; and (c) sign amendments to the compensation provisions that do not exceed the contract sum total of fifteen percent (15%) annually.

**ACTION:** Policy

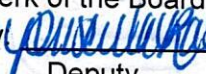
  
Teresa Summers, Director of Purchasing 9/14/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: September 22, 2020  
xc: Purchasing

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$500,000	\$500,000	\$2,000,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% Departmental Funds</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21-23/24</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

There are currently five vehicle towing contracts in place through a competitive bid process that Purchasing and Fleet Services released in July 2019. The five awarded vendors provide towing services for county vehicles based on their service coverage area, the ability to tow light and heavy-duty vehicles and overall availability for 24/7 operations. These contracts were awarded under the Purchasing Agent authority that allows for competitive awards up to \$100,000 annually. The contract awards are in place through September 30, 2024.

The Transportation and Land Management Agency (TLMA) requires use of towing services for removal of 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.

TLMA's previously had a separate Service Agreement with Statewide Towing and Recovery Inc. that expired June 30, 2020. TLMA has requested the utilization of the countywide award with Statewide Towing and Recovery Inc., to provide the needed abatement services. We are requesting approval of Amendment No 2. to the agreement to add the needed towing services for TLMA and increase the contract amount accordingly. The contract increase with Town and Country Towing is to accommodate the increase in services for this vendor for use by county departments.

**Impact on Residents and Businesses**

Utilization of this abatement service is critical to the safety and well-being of our communities.

**Additional Fiscal Information**

Towing services for county owned vehicles is included in the Fleet Services budget and/or paid directly by other departments with fleet vehicles and utilized on an as-needed basis. Towing services for abatement vehicles are 100% funded by the State Abandoned Vehicle Abatement (AVA) grant.

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

**Contract History and Price Reasonableness**

In 2019, Purchasing and Fleet Services issued a Request for Proposals (RFP) number PUARC-1648. Solicitations were sent out to towing service providers and advertised on Public Purchase with five (5) vendors submitting bids; Statewide Towing and Recovery, Inc., G. Brown Corporation dba Town and Country, Limor Enterprises dba Auto Aide Towing, B. C. Ventures dba Classic Auto Transport, and Stagecoach Towing, Inc. In order to meet the geographic coverage area and service requirements, all five vendors were awarded contracts through September 30, 2024.


On April 1, 2020 Amendment No. 1 was executed under the Purchasing Agent's authority to the service agreements with Statewide Towing and Recovery Inc., and G. Brown Corporation dba Town and Country Towing to increase the total annual contract amount from \$50,000 to \$100,000 through September 30, 2024.

Amendment No 2. With Statewide Towing and with Town and Country Towing will allow TLMA to utilize the towing services at the same contract rates of the countywide award through September 30, 2024.

**ATTACHMENTS:**

Attachment A. Amendment 2 - Statewide Vehicle Abatement Service Agreement

Attachment B. Amendment 2 - G. Brown Corporation dba Town and Country

  
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Gregory F. Priamos, Director County Counsel      9/17/2020

COUNTY OF RIVERSIDE  
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT  
WITH  
G BROWN CORP. DBA TOWN AND COUNTRY TOWING

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Original Contract Term:	October 7, 2019 thru September 30, 2024
Contract Term Amended To:	NOT APPLICABLE
Original Annual Maximum Contract Amount:	\$100,000
Amended Annual Maximum Contract Amount:	\$200,000
Contract ID:	RIVCO-96890-022-09/24

This AMENDMENT NO. 2 (the "Second Amendment") TO THE PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and G Brown Corp. dba Town and Country Towing, ("CONTRACTOR"), a California corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, the County of Riverside ("COUNTY") entered into that certain Professional Service Agreement for County-wide Towing ("Agreement"), effective October 7, 2019, with G Brown Corp. dba Town and Country Towing, ("CONTRACTOR") (the "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR first amended on April 1, 2020 to increase the annual contract amount from \$50,000 to \$100,000; and

WHEREAS, the COUNTY and CONTRACTOR now desire to amend the Agreement to further increase the contract amount.

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. The second sentence of section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following: "Maximum payments by COUNTY to CONTRACTOR shall not exceed Two Hundred Thousand Dollars (\$200,000), annually including all expenses."
3. The effective date of this Second Amendment shall be the date upon which this Second Amendment is executed by the County.
4. All other terms and conditions of the Agreement not modified herein shall remain unchanged.


COUNTY OF RIVERSIDE  
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT  
WITH  
G BROWN CORP. DBA TOWN AND COUNTRY TOWING

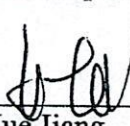
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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2.

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

**G Brown Corp. dba  
Town and Country Towing**  
a California corporation

By:   
V. Manuel Perez, Chairman  
Board of Supervisors

By:   
Name: Yue Jiang  
Title: CEO

Dated: SEP 22 2020


Dated: 9/3/2020

ATTEST:

Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel

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

Original Contract Term:	October 7, 2019 thru September 30, 2024
Contract Term Amended To:	NOT APPLICABLE
Original Annual Maximum Contract Amount:	\$100,000
Amended Annual Maximum Contract Amount:	\$300,000
Contract ID:	RIVCO-96890-021-09/24

This AMENDMENT NO. 2 (the "Second Amendment") TO THE PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and Statewide Towing and Recovery Inc., ("CONTRACTOR"), a California Corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, the County of Riverside ("COUNTY") entered into that certain Professional Service Agreement for On-Call vehicle towing services ("Original Agreement"), effective October 7, 2019 with Statewide Towing and Recovery Inc. (the "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR first amended the Agreement on April 1, 2020 to increase the annual contract amount from \$50,000 to \$100,000; and

WHEREAS, the COUNTY and CONTRACTOR now desire to amend the Agreement to further increase the contract amount.

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. The second sentence of section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following: "Maximum payments by COUNTY to CONTRACTOR shall not exceed Three Hundred Thousand Dollars (\$300,000) annually, including all expenses."
3. Exhibit A is hereby deleted and replaced with new Exhibit A-1, which is attached hereto and incorporated herein by this reference.
4. The effective date of this Second Amendment shall be the date upon which this Second Amendment is executed by the County.
5. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

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

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2.

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

By: V. M. Perez  
V. Manuel Perez, Chairman  
Board of Supervisors

Dated: SEP 22 2020

Statewide Towing and  
Recovery Inc.  
a California corporation

By: Christopher Kirk  
Name: Christopher Kirk  
Title: Owner

Dated: 9/01/2020

ATTEST:

Kecia Harper  
Clerk of the Board

By: Priscilla Pessio  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: Susanna Oh  
Susanna Oh  
Deputy County Counsel

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

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EXHIBIT A-1  
SCOPE OF SERVICES

**GENERAL REQUIREMENTS**

1. The towing services required will vary by model of the disabled vehicle and the type of assistance needed. Automobiles and light to medium duty trucks will be towed using a tilt-bed wrecker, a standard wrecker with underbody wheel lift system or wheel dolly equipment. The County may specify a tilt-bed wrecker whenever the requesting personnel require it to be the most appropriate method. Wreckers dispatched to tow single-axle, heavy-duty trucks and mini-buses must have a rated minimum towing capacity of 32,000 Gross Vehicle Weight Rating (GVWR).
2. Tow company shall provide light, medium and heavy-duty towing services for vehicles ranging from 10,000 to 32,000 GVWR.
3. A single, viable telephone number is required for towing requests from the County and the number must be answered by a person who can dispatch a tow truck and provide an accurate estimated time of arrival (ETA), 24 hours a day, seven days a week.
4. Company's dispatched tow trucks shall communicate via radio or cell phone. Answering services, messaging services, automated paging systems, or any other system of voice messaging will not be acceptable.
5. Towing company shall provide towing services on an as-needed basis from the location of the disabled vehicle to the designated repair facility. The towing company shall be required to deliver disabled vehicles to Riverside County Fleet Services facility locations and on occasion be required to tow to other locations. If a County vehicle breaks down after hours (after 4:30 PM), the towing company shall deliver the disabled vehicle to the nearest Riverside County Fleet facility and then transport the County employee(s) to a requested designation.
6. Towing company shall provide and maintain proof of current insurance and Department of Motor Vehicles (DMV) registrations for each towing vehicle used to transport County vehicles.
7. Towing company shall submit appropriate State and Federal level criminal background clearance(s) for all tow truck drivers.
8. Towing Company shall ensure that all services, costs and materials used in towing meet the specifications for State of California and CAL/OSHA regulations, as applicable.



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

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9. Towing services are not allowed to be sub-contracted without permission from the County.
10. Towing company must own or lease, for exclusive use, all equipment used to perform services set forth in this RFP.
11. If requested, the County shall be afforded the opportunity to inspect Towing Company's equipment and facility(ties) prior to award of an agreement, at least insofar as they will be utilized under an agreement resulting from this RFP.
12. For heavy duty or specialized requests, towing company must be able to tow vehicles up to 76,000 GVWR, 54 feet, 4 inches long and 12 feet, 3 inches high for fire apparatus Types 1 & 2 (Pumper), Type 3 (Brush) and Type 6 (Squad Patrol), Fire Water Tenders, Quint Aerial Trucks and Tractor Drawn Aerials. Towing company must be able to tow large maintenance vehicles.
13. County retains the ability, at its sole discretion, to add qualified Contractors after one (1) year from signing of the first agreement executed.
14. Towing Company shall provide services on an "as needed" basis in established Riverside County District Boundaries as outlined in below:

DISTRICT 1	Unincorporated communities of DeLuz, Gavilan Hills, Good Hope, Lake Hills, Lake Mathews, LaCresta, Mead Valley, Meadowbrook, Spring Hills, Temescal Valley, Tenaja, Warm Springs, and Woodcrest
DISTRICT 2	Unincorporated communities of Coronita, El Cerrito, Home Gardens and Highgrove, and the cities of Corona, Eastvale, Jurupa Valley, Norco, and the western half of the City of Riverside.
DISTRICT 3	Cities of Hemet, Murrieta, San Jacinto, and Temecula. The district also includes the Unincorporated communities of Aguanga, Anza, Cottonwood Canyon, French Valley, Gilman Hot Springs, Green Acres, Homeland, Idyllwild, Lake Riverside, Mountain Center, Murrieta Hot Springs, Pine Cove, Pinyon Pines, Poppet Flats, Rancho California, Soboba Hot Springs, Twin Pines, Valle Vista, and Winchester
DISTRICT 4	Cities of Blyth, Cathedral City, Coachella, Desert hot Springs, Indian Wells, Indio, La Quinta, palm Desert, Palm Springs and Rancho mirage. Unincorporated communities in the district include Bermuda Dunes, Chiriaco Summit, Colorado River communities, Desert Center, Desert Edge, Eagle Mountain, Indio Hills, Lake Tamarisk, Mecca, Mesa Verde, North Shore,

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	Oasis, Ripley, Sky Valley, Sun City, Palm Desert, Thermal, Thousand Palms and Vista Santa Rosa
DISTRICT 5	Cities of Banning, Beaumont, Calimesa, Menifee, Moreno Valley and Perris. Unincorporated areas include Banning Bench, Cabazon, Cherry Valley, Desert Hills, Desert Hot Springs, El Nido area, Juniper Flats, Lake Perris, Lakeview, Lakeview Mountains, Mission Springs, Nuevo, North Palm Springs, Painted Hills, Quail Lake, Reche Canyon, San Jacinto Wildlife Reserve, San Timoteo Canyon, Snow Creek, the Sovereign Nation of the Morongo Band of Mission Indians, Twin Pines, West Garnet, Whitewater and Windy Point.

**CONTRACTOR RESPONSIBILITIES**

1. CONTRACTOR shall provide towing services on an as-needed basis from the location of the disabled vehicle to the designated repair facility. The towing company shall deliver disabled vehicles to Riverside County Fleet Services facility locations and on occasion be required to tow to other locations. If a County vehicle breaks down after hours (after 4:30 PM), the towing company shall deliver the disabled vehicle to the nearest Riverside County Fleet facility and then transport the County employee(s) to a requested designation.
2. CONTRACTOR shall respond to the disabled vehicle location within 45 minutes of receiving a request for towing services, unless the County employee initiating the request authorizes additional time.
3. CONTRACTOR shall immediately, upon receiving a request for towing service, advise the County employee if a tow truck cannot respond to the disabled vehicle within 45 minutes. The County reserves the right to request a tow unit from another contractor when CONTRACTOR cannot respond within the required 45 minutes.
4. CONTRACTOR's dispatched tow truck shall communicate via radio or cell phone. CONTRACTOR shall equip all towing vehicles with cellular phones and the cellular phone number shall be provided to requesting County Department at the time of the service request. CONTRACTOR shall follow all laws relating to the use of cellular phones while driving.
5. CONTRACTOR shall provide the County with a single telephone number to be used for requesting town services, 24 hours a day, seven day a week. The phone number must be answered by a person who can dispatch tow trucks and give the requesting employee an accurate estimated time of arrival (ETA), or schedule towing when immediate service is not being requested. Answering services, messaging services, automated paging systems, or any other system of voice messaging is not acceptable.

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6. CONTRACTOR shall provide its after-hours and weekend contact telephone numbers to the County.
7. CONTRACTOR's towing vehicle(s) shall be properly identified with the company logo and employees shall be required to be properly identified by attire and/ or with name badge.
8. CONTRACTOR's tow truck drivers shall be eighteen (18) years of age or older with a valid California driver's license – Class A, B or C depending on the GVWR capacity – to operate the appropriate class of tow truck they are driving.
9. CONTRACTOR shall contact the requesting County Department immediately if they are unable to locate the vehicle for additional directions.
10. CONTRACTOR shall respond promptly to County's inquiry regarding the status of any County vehicle being towed.
11. CONTRACTOR shall not authorize another company or person to fill a service request assigned by the County to that CONTRACTOR.
12. CONTRACTOR shall not tow a vehicle that has been assigned to another CONTRACTOR unless expressly requested to do so by the requesting County personnel.
13. CONTRACTOR shall deliver the County vehicles(s) to the designated County facility as directed by the County.
14. CONTRACTOR shall fully protect County vehicles entrusted to CONTRACTOR's care while providing towing services.
15. CONTRACTOR shall be responsible for all claims for damage sustained to County vehicles and/or property from the origin of towing to the destination while providing the towing services.
16. CONTRACTOR shall provide towing services in compliance with all applicable County, State and Federal laws rules and regulations for the provision of such services, including all air emission requirements.
17. CONTRACTOR shall maintain all towing equipment in good mechanical condition during the term of the AGREEMENT.
18. CONTRACTOR shall furnish all supervision, labor, material, and equipment necessary accomplish the requested towing services at no additional expense to the County.

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19. CONTRACTOR shall equip all towing vehicles with the necessary equipment to perform emergency and non-emergency towing and recovery according to industry standards.
20. CONTRACTOR shall have operable towing vehicles and personnel available to service any special towing needs of the County occasioned by special events requiring towing, including but not limited to, declared emergencies or disaster readiness, as determined by the County.
21. CONTRACTOR shall not have any markings on its vehicles, building or correspondence that advertises or tends to advertise an official relationship between CONTRACTOR and County.

**LICENSING/SECURITY REQUIREMENTS**

1. CONTRACTOR shall provide current proof of insurance and proof of current DMV registration for each towing vehicle upon award of an AGREEMENT.
2. CONTRACTOR shall ensure it holds the insurance and required license under both state and local jurisdictions and they shall remain current during the full term of the AGREEMENT.
3. CONTRACTOR shall ensure each of its drivers hold required license under both state and local jurisdictions and they remain current during the full term of this AGREEMENT.
4. CONTRACTOR shall ensure that all services and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
5. CONTRACTOR shall submit appropriate State and Federal level criminal background clearance(s) for all personnel.
6. CONTRACTOR's shall NOT allow their employees to tow County vehicles if that employee has:
  1. An active criminal arrest warrant
  2. A conviction for any felony, on parole for such felony or who has been released from custody for such felony within the previous ten (10) years.
  3. A misdemeanor conviction of drug related charges within the previous five years.
  4. A non-drug related misdemeanor or petty offense conviction within the past three years.

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7. CONTRACTOR is responsible for the cost of the State and Federal level criminal background check(s).

**DOCUMENTATION OF SERVICES**

CONTRACTOR shall maintain appropriate records documenting all of the services provided on behalf of, the County of Riverside.

Incident reports - The CONTRACTOR shall document all incidents involving County vehicles. Examples of incidents include, but are not limited to; serious physical harm to County employees or serious destruction of property.

**RIVERSIDE COUNTY CODE ENFORCEMENT SCOPE OF SERVICES (VEHICLE ABATEMENT PROGRAM)**

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.

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

When pre-authorized by the COUNTY; a Premium Hourly Rate may be charged for specialized equipment to abate the following:

1. When winching, cabling, may be necessary to abate the vehicle, and/or
2. The vehicle is on an unimproved roadway that is less than 13' wide and/or is impassable for a tow truck, and/or
3. 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 Jack of wheels, etc.
4. In the event of a dispute between the CONTRACTOR and the COUNTY, in relation s to the removal of a vehicle, the COUNTY

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decision shall prevail. If the CONTRACTOR however, refuses to remove said vehicle as requested, doing so may be basis for cancellation of the contract.

5. If the CONTRACTOR 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 must immediately notify Code Enforcement. The COUNTY will then determine whether the vehicle is still "eligible" for removal. The COUNTY will provide the CONTRACTOR with a written response.

**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.

**The response will either:**

1. Disqualify the referred vehicle as "ineligible" and direct the CONTRACTOR to surrender the forms allowing the vehicle's removal to the COUNTY; or qualify the vehicle as "eligible" and direct the CONTRACTOR to remove the vehicle at the "Premium" tow rate.
2. 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.
3. 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.
4. The CONTRACTOR is not entitled to charge the registered vehicle owner a fee for towing charges for vehicles abate at the COUNTY'S authorization.

**AFTER COMPLETION OF ALL DUE PROCESS 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 an "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

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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.

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).

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.

**PERMITS AND FORMS**

1. 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.
2. Any Federal, State or COUNTY required license(s), permit(s), or approval(s) shall also be the sole and separate responsibility of the CONTRACTOR.

**INSPECTION AND CERTIFICATION**

1. 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
2. The original photograph of the abated vehicle (when provided by Code Enforcement);
3. Two (2) copies of the itemized towing slip or work order;
4. 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;
5. 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.
6. 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

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and verify the satisfactory completion of the work' review and approve the billing invoices and then submit to the Accounting Division for payment.

**DISPOSIGN OF VEHICLE(S)**

1. 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.
2. 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.
3. 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 Division. 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.**
4. 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.

**ISOLATED, DIFFICULT, TO REMOVE 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 a y 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).

**RIGHTS AND RESPONSIBILITIES OF THE COUNTY**

1. The Code Enforcement office will provide the towing CONTRACTOR



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with the following:

- 1) COUNTY will provide authorization to CONTRACTOR 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 and Code Enforcement.
2. The COUNTY reserves the right to authorize a time extension to CONTRACTOR for vehicle removal and recover services.
  3. The COUNTY shall be entitled to audit the books and records of the awarded CONTRACTOR. Such books or records shall be maintained by the CONTRACTOR for a period of two years from the date of final payment or until an audit is completed.
  4. The COUNTY shall pay CONTRACTOR on a monthly basis, upon submission of acceptable original invoices for vehicle abatement services rendered.
  5. 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 after receipt and review of invoices, if there is any invoice that is disputed, incorrect and/or that may need adjustment.

**RIGHTS AND RESPONSABILITES BY THE CONTRACTOR**

1. CONTRACTOR shall remove abandoned vehicles as authorized within 15 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 fails to remove an abandoned vehicle within the time allowed, the CONTRACTOR 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.
2. CONTRACTOR 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 invoice.
3. CONTRACTOR shall remove abandoned vehicles from all types of properties and roadways, both improved and unimproved, on a COUNTYWIDE basis. Property access and roadway widths will vary. The CONTRACTOR towing vehicles and equipment is expected to be able

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to negotiate all types of properties and roadways regardless of improvements. However, if any vehicle is determined by the CONTRACTOR to not be accessible for removal after referral, the CONTRACTOR 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.

4. CONTRACTOR shall be required to remove all abandoned vehicles referred, and it will be necessary for the CONTRACTOR to retrieve vehicles from streams, wetlands, sloughs, ravines or other difficult areas. CONTRACTOR shall remove vehicles from riparian corridors and environmentally sensitive areas in a manner so as to minimize any further environmental damage.
5. It is the responsibility of the CONTRACTOR 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.
6. **The CONTRACTOR 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.
7. CONTRACTOR shall identify all locations and methods for final disposition of abated vehicles consistent with CVC 22661(f).
6. 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.
7. CONTRACTOR 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 shall also provide a list of all yard locations, yard size and vehicle capacity to be used in the performance of this contract. CONTRACTOR will allow an inspection of all listed facilities upon request by the COUNTY during normal business hours.

**EQUIPMENT**

1. 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

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2. CONTRACTOR is required to maintain a sufficient number tow trucks to conduct business and meet response times.

**DRIVERS**

1. CONTRACTOR shall ensure that all tow truck drivers participating in the Abatement Program are qualified and competent employees of the company.
2. CONTRACTOR shall ensure that all the tow truck drivers assigned are proficient in the use of the tow truck and related equipment.
3. 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.
4. CONTRACTOR shall maintain a current list of drivers.