

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



ITEM: 3.30
(ID # 24505)

MEETING DATE:
Tuesday, April 09, 2024

FROM : TLMA-CODE ENFORCEMENT:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/CODE ENFORCEMENT: Approve the Professional Service Agreement with Rivera Towing, Inc. for Standard Vehicle Abatement Services through December 31, 2024, without seeking competitive bids; All Districts. [\$250,000 Total Cost; up to \$25,000 in additional compensation - 100% State Abandoned Vehicle Abatement (AVA) Grant Revenue for AVA qualified units]

RECOMMENDED MOTION: That the Board of Supervisors:

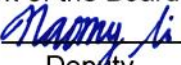
1. **Approve** the Professional Service Agreement with Rivera Towing, Inc. for Standard Vehicle Abatement Services, without seeking competitive bids, for a total aggregate amount of \$250,000 through December 31, 2024, and authorize the Chair of the Board to sign three (3) copies of the agreement on behalf of the County;
2. **Direct** the Clerk of the Board to retain one (1) copy of the agreement and return two (2) copies of the agreement to Riverside County Transportation and Land Management Agency for distribution; 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 make modifications to the scope of services that stay within the intent of the agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the agreement.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 9, 2024
xc: TMLA/Code Enforcement

Kimberly A. Rector
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	\$ 100,000	\$ 150,000	\$ 250,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Abandoned Vehicle Abatement Grant Revenue (AVA) for qualified units.			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Land Management Agency (“TLMA”) 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. These vehicles range in size from motorcycles to large trucks and buses. Most of these vehicles abated have little or no monetary value of themselves. The Department requires the use of towing services to fulfill this responsibility.

The contracted fee structure for the removal and disposal of standard vehicles is significantly different from the contracted fee structure established for the removal and disposal of recreational vehicles. As a result, removals of recreational vehicles are addressed through a separate towing contract, specific to recreational vehicles. Also of note, the Department serves many rural communities with various terrains, occasionally resulting in the need for specialized equipment to access and remove vehicles, incurring additional costs under both sets of contract terms.

The demand for vehicle abatement services has steadily increased over that last three fiscal years, and that trend continues. The Department participates in the Abandoned Vehicle Authority (AVA) program which provides reimbursement for the abatement of qualified abandoned, wrecked, dismantled and/or inoperative vehicles or parts thereof. Vehicles that qualify for reimbursement through the AVA program are those vehicles that pay an AVA fee with vehicle registration, which includes recreational vehicles, as identified above.

The Department is requesting approval of the Agreement with Rivera Towing, as a Single Source Justification that was approved on July 12, 2023, via SSJ #24-013 as an option to procure standard vehicle abatement services due to their familiarity and expertise to assist the department with these efforts. A revised Single Source Justification was amended and approved on December 26, 2023, via SSJ #24-013a. The proposed agreement with Rivera Towing will be in effect through December 31, 2024, unless terminated earlier. Contracting for the services

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STATE OF CALIFORNIA**

allows the Department flexibility to ensure that the work is performed in an efficient and cost-effective manner over the duration of the contract. Purchasing and Code have reviewed the proposed rates and they are comparable and affordable for such work in the industry.

Impact on Residents and Businesses

The County continues to work with individuals and business owners on 'compliance first' basis 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. There is no negative impact on the citizens or businesses in the County of Riverside.

Additional Fiscal Information

Towing services for abatement vehicles are 100% funded by the State Abandoned Vehicle Abatement (AVA) program. All other towing services are 100% funded by departmental budgets. Therefore, no additional General Fund support is needed to provide this added service.

Maximum payment by the County shall not exceed \$250,000 in aggregate through December 31, 2024. The Agreement includes provision for the County to terminate at any time upon thirty (30) days written notice.

Contract History and Price Reasonableness

The Department has experienced a lack of qualified contractors to provide these needed services. Rivera Towing has submitted very competitive reasonable bids, resulting in savings to the County. Rivera Towing has the required equipment, is willing to accept the work and is available to begin immediately to support the demand for services in Riverside County. A Single Source Justification was approved on July 12, 2023, via SSJ #24-013 as an option to procure additional standard vehicle abatement services. To further support this Agreement's services and to allow time to complete a bid solicitation, a revised Single Source Justification was amended and approved on December 26, 2023, via SSJ #24-013a, per County Purchasing policy.

ATTACHMENTS:

- ATTACHMENT A. Professional Service Agreement with Rivera Towing, Inc.**
- ATTACHMENT B. Single Source Procurement**


Jason Farin, Principal Management Analyst

4/2/2024


Aaron Gettis, Chief of Deputy County Counsel

3/28/2024

PROFESSIONAL SERVICE AGREEMENT

for

STANDARD VEHICLE ABATEMENT SERVICES

between

COUNTY OF RIVERSIDE

and

RIVERA TOWING, INC.



APR 09 2024 3.30

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service; Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility.....	7
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	9
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison	11
18. Notices	11
19. Force Majeure.....	11
20. EDD Reporting Requirements.....	11
21. Hold Harmless/Indemnification	12
22. Insurance	12
23. General	15
Exhibit A-Scope of Services	19
Exhibit B-Payment Provisions	24
Exhibit C-Western/Eastern Riverside County Map	25
Exhibit D-County Forms	26

This Agreement is made and entered into this ____ day of _____, 2024, by and between RIVERA TOWING, INC., a California corporation, (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, at the prices stated in Exhibit B, Payment Provisions.

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 that 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 (herein referred to as "Effective Date") and continues in effect through December 31, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon Effective Date 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 an aggregate amount of two hundred fifty thousand dollars (\$250,000), 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 and Land Management Agency-Code Enforcement
Attn: Fiscal Services, 14th Floor
4080 Lemon Street
Riverside, CA 92501

- 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-96890-00012-12/24); quantities; item descriptions, photos, 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. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. 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 thirty (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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 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.

5.3 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.

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

5.5 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.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). 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.

5.7 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. During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire, any individual who is employed by COUNTY.

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. 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 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. §12101 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 (5) 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 (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

TLMA-Code Enforcement
4080 Lemon Street
Riverside, CA 92501
Attn: Procurement

CONTRACTOR

Rivera Towing, Inc.
1146 W. Flint St.
Lake Elsinore, CA 92530
Attn: Melissa Garcia

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

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 \$2,000,000 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 \$2,000,000 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. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage

with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. Cyber Liability Insurance:

CONTRACTOR shall procure and maintain Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. 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.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

RIVERA TOWING, INC., a California corporation

By: 
Chuck Washington
Chair, Board of Supervisors

By: Melissa R Garcia
Melissa Rae Ann Garcia
Secretary/CFO


Dated: 4/09/2024

Dated: 03/12/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Danielle Maland
Deputy County Counsel

APR 09 2024 3.30

**EXHIBIT A
SCOPE OF SERVICES**

The County of Riverside 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. 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. Geographical Segments:

This Agreement covers both geographical segments, Western and Eastern Riverside County.

- 1.1 Western Riverside County
This area includes Supervisorial Districts: 1, 2, 3 and 5
The mapped area is noted in **Exhibit C**
- 1.2 Eastern Riverside County
This area includes Supervisorial District: 4
This mapped area is noted in **Exhibit C**

- 2. The CONTRACTOR shall be paid a flat rate for a "Standard" tow per vehicle, based upon its category as determined by the type of the vehicle set forth in Exhibit B.
- 3. When pre-authorized by the COUNTY, a "Premium" flat rate shall be charged for specialized equipment to abate a vehicle, based upon its category as determined by the type of the vehicle set forth in Exhibit B, when the tow involves the following:
 - a. Winching or cabling is 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.
- 4. In the event of a dispute between the CONTRACTOR and the COUNTY, in relation 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 immediate termination of the Agreement.
- 5. If the CONTRACTOR determines the removal of a referred vehicle is not possible due to inadequate roadway access and/or other 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.

5.1 The response will either:

- a. 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.
- 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. CONTRACTOR must notify the Code Enforcement Agency if trash or debris is found to be at risk of falling out of the vehicle upon assessing the condition and

prior to towing.

- c. All waste tires are to be disposed of according to all applicable laws and at no additional cost to the COUNTY.
 - d. The CONTRACTOR is not entitled to charge the registered vehicle owner a fee for towing charges for vehicles abated at the COUNTY'S authorization.
6. 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.
7. **Requirements:**
- 7.1 After completion of all due process requirements, as delineated in California Vehicle Code, Section 22661 and County of Riverside Ordinance Number 520, Code Enforcement shall issue an "Order of Vehicle Removal" (Form No. 284-151, hereinafter referred to as "Removal Order", an example of which is attached hereto as Exhibit D) 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.
8. The COUNTY will pay a flat fee 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).
9. 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 CONTRACTOR will keep Removal Order and contact Code Enforcement for further instructions.
10. **Permits and Forms**
- a. The filing of any required forms, i.e., Removal Order Form 284-151, with the appropriate authorities 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.
11. **Inspection and Certification**
- 11.1 The CONTRACTOR shall provide the Code Enforcement Agency with the following documentation:
- 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;
 - 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.
- 11.2 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.

12. Disposing of Vehicle(s)

- 12.1 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 and may be grounds for immediate termination of Agreement.
- 12.2 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.
- 12.3 All vehicles removed by the CONTRACTOR's employees or representatives shall be destroyed unless salvaged. All salvaged items shall be itemized in a list presented to 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. CONTRACTOR shall provide a list of disposal sites currently used.**
- 12.4 In the event the scrap rebate exceeds the cost charged by the CONTRACTOR to the COUNTY, the difference shall be refunded to the COUNTY by the CONTRACTOR to be credited by the COUNTY to the property owner.

13. 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, forklifts 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).

14. Responsibilities of the COUNTY

- 14.1 The Code Enforcement office will provide the towing CONTRACTOR with the following:
- a. COUNTY will provide authorization to CONTRACTOR for removal of vehicle(s).

- b. 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.).
 - c. Accurate directions and assistance in locating subject vehicle.
 - d. The exact terms to be used to describe vehicles and equipment will be coordinated between the CONTRACTOR and Code Enforcement.
- 14.2 The COUNTY reserves the right to authorize a time extension to CONTRACTOR for vehicle removal and recover services.
- 14.3 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.

15. Responsibilities of the CONTRACTOR

- 15.1 CONTRACTOR 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 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 the Agreement.
- 15.2 CONTRACTOR shall provide two (2) dated photographs of the vehicle(s), taken from front and rear at the time of removal. These photographs must be accompanied with the CONTRACTOR invoice.
- 15.3 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 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.
- 15.4 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.
- 15.5 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. The Code Officer shall be immediately notified of any hazardous wastes that are identified within the abandoned vehicles.
- 15.6 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 Agreement.
- 15.7 CONTRACTOR shall identify all locations and methods for final disposition of abated vehicles consistent with CVC 22661(f).
- 15.8 An acceptable billing invoice is considered to have the following:
- a. Original invoice-with salvage slip number legibly referenced.
 - b. Original copy of salvage slip individually attached to invoice.

- c. Two dated original photographs attached.
- d. Any other documentation as requested.
- 15.9 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 Agreement. CONTRACTOR shall also provide a list of all yard locations, yard size and vehicle capacity to be used in the performance of this Agreement. CONTRACTOR will allow an inspection of all listed facilities upon request by the COUNTY during normal business hours.

16. Equipment

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

17. Drivers

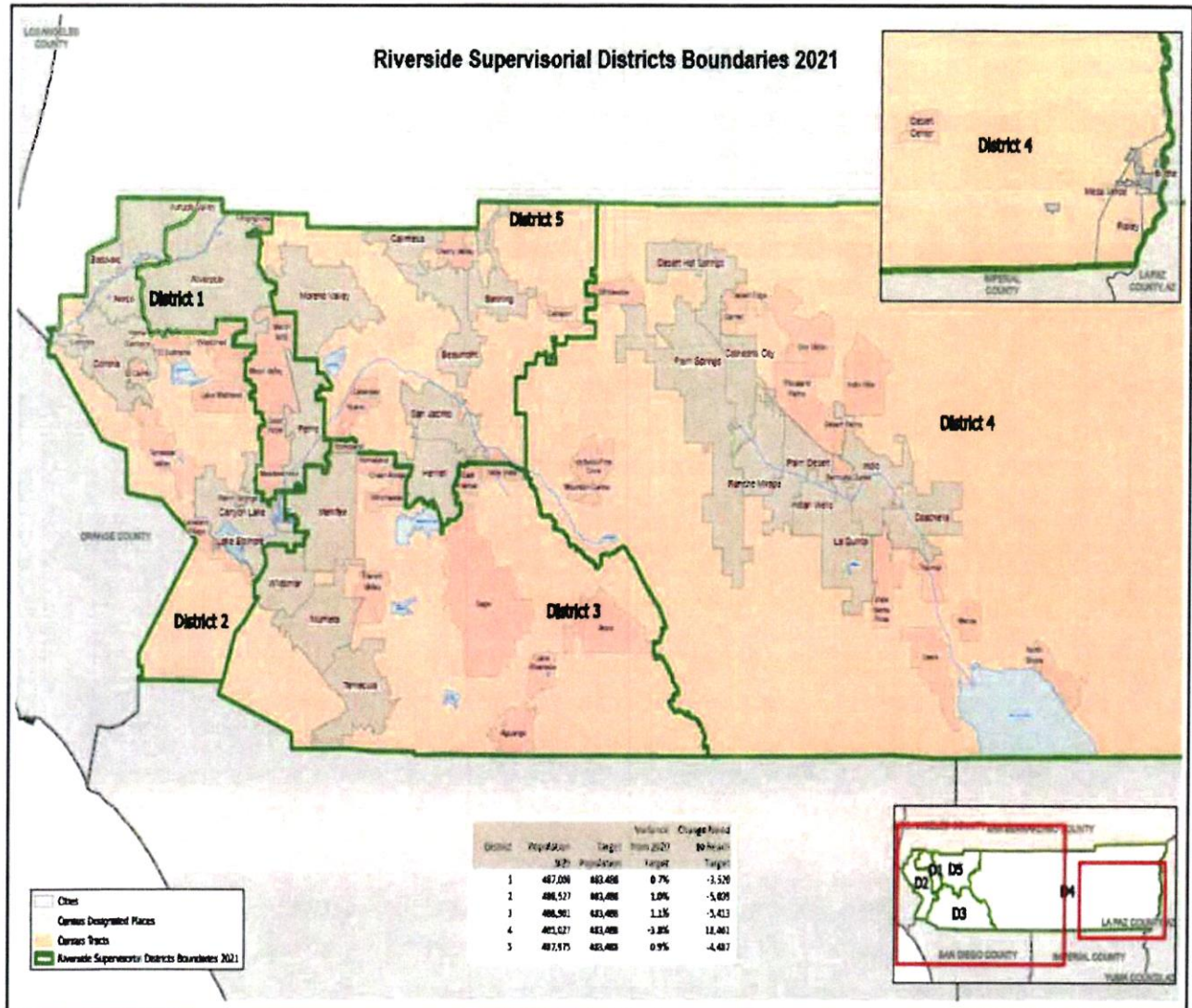
- 17.1 CONTRACTOR shall ensure that all tow truck drivers participating in the Abatement Program are qualified and competent employees of the company.
- 17.2 CONTRACTOR shall ensure that all the tow truck drivers assigned are proficient in the use of the tow truck and related equipment.
- 17.3 Tow truck 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.
- 17.4 CONTRACTOR shall maintain a current list of drivers

**EXHIBIT B
PAYMENT PROVISIONS**

Towing Rates	
Category 1 -Standard Tows	Cost Per Tow
<i>Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under</i>	\$500.00
Tows past Palm Desert are considered outside service area	\$1,000.00
Category 2 - Standard Tows	
<i>Medium Duty Vehicles under two (2) tons.</i>	\$1,500.00
Tows past Palm Desert are considered outside service area	\$5,000.00
Category 3 - Standard Tows	
<i>Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses</i>	\$2,000.00
Tows past Palm Desert are considered outside service area	\$5,000.00
Category 1 - Premium Tows	
<i>Motorcycles, golf carts, and other small vehicles, passenger vehicles, trucks one (1) ton and under</i>	\$750.00
Tows past Palm Desert are considered outside service area	\$1,500.00
Category 2 - Premium Tows	
<i>Medium Duty Vehicles under two (2) tons.</i>	\$5,000.00
Tows past Palm Desert are considered outside service area	\$5,000.00
Category 3 - Premium Tows	
<i>Other vehicles/trucks two (2) ton and above, including: motor homes, commercial trucks, and buses</i>	\$5,000.00
Tows past Palm Desert are considered outside service area	\$5,000.00

(Costs shall not exceed the above prices and are to include fuel, mileage and all labor NO other charges shall be allowed)

EXHIBIT C
Western/Eastern Riverside County Map



**EXHIBIT D
COUNTY FORMS**

**COUNTY OF RIVERSIDE
ORDER OF VEHICLE REMOVAL**

The following vehicle (and/or parts thereof) constitutes a public nuisance, and under the provisions of Section 22660 of the California Vehicle Code and Sections 1 through 14 of Ordinance 520 of the County of Riverside, is hereby ordered to be removed from property described herein. Dismantler Statement of Disposal must be returned to Vehicle Abatement Program Office.

PROPERTY OWNER AND ADDRESS		LOCATION OF VEHICLE/PARTS		REGISTERED/LEGAL OWNER & ADDRESS
COPY		COPY		COPY
PARCEL NUMBER:		CITY/COMMUNITY: THOMAS BROS. MAP PAGE & GRIDED:		VEHICLE STORAGE SITE:
YEAR	MAKE	STYLE/COLOR	VEHICLE I.D. #	LIC# - STATE/YR
COMMENTS:				

BY: _____ DATE: _____ FILE NO: VA _____
CODE ENFORCEMENT OFFICER

DISMANTLER STATEMENT OF DISPOSAL

This is to certify that I have removed the vehicle and/or parts described above. I understand that the vehicle must be dismantled or scrapped and cannot be made operable, nor may any parts with individual serial numbers be used. Miscellaneous parts without individual serial numbers may be salvaged and used or sold.

Date: _____ By: _____
Business: _____ **COPY** _____
Address: _____

284-151 Rev. 10/89

Distribution: White-Vendor, Yellow-Vendor (return to VA), Pink-AAA

Signature: Melissa Rae Ann Garcia

Melissa Rae Ann Garcia (Mar 12, 2024 10:55 PDT)

Email: riveratowing01@gmail.com




PSA Towing Rivera Final

Final Audit Report

2024-03-12

Created:	2024-03-11
By:	Monica Rossow (mrossow@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA280ZFMD6Zj-bStr5UaTrHbUtmL5G2R3

"PSA Towing Rivera Final" History

-  Document created by Monica Rossow (mrossow@rivco.org)
2024-03-11 - 9:03:39 PM GMT
-  Document emailed to Melissa Rae Ann Garcia (riveratowing01@gmail.com) for signature
2024-03-11 - 9:03:44 PM GMT
-  Email viewed by Melissa Rae Ann Garcia (riveratowing01@gmail.com)
2024-03-12 - 5:54:51 PM GMT
-  Document e-signed by Melissa Rae Ann Garcia (riveratowing01@gmail.com)
Signature Date: 2024-03-12 - 5:55:39 PM GMT - Time Source: server
-  Agreement completed.
2024-03-12 - 5:55:39 PM GMT



COUNTY OF RIVERSIDE
Transportation and Land Management Agency
Charissa Leach
Assistant CEO/TLMA Director



Transportation Department

Planning Department

Building and Safety Department

Code Enforcement Department

Date: June 22, 2023

From: Robert "Bob" Magee, Code Enforcement Department Director

To: Board of Supervisors/Purchasing Agent

Via: Electronic Mail

Subject: Single Source Justification for Standard Vehicle Abatement Contract Services

The below information is provided in support of my department requesting approval for a single source.

1. **Supplier being requested:** **Rivera Towing**
2. **Vendor ID:** **0000254941**
3. **Single Source** **Sole Source**
(*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

Though the County currently has five (5) contracted County-Wide towing vendors, only one (1) of the current vendors accepts vehicle abatement assignments from the Code Enforcement Department. That one (1) contractor has a back-log of work and has had significant price increases recently.

Rivera Towing is now an approved County vendor without a contract in place. Rivera Towing has submitted competitive and reasonable quotes to conduct vehicle abatements on at least four properties. The Code Enforcement Department seeks a single source agreement to enable the department to utilize the additional, willing, and reasonably priced contractor while meeting the requirements for reimbursement under the Riverside County Abandoned Vehicle Abatement Service Authority ("RCAVASA").

The contract for vehicle abatement services is due for renewal with the new fiscal year. Purchasing will soon be starting that process and Rivera Towing has expressed intent to submit. This single source agreement is sought for the time until the new abatement contracts are in place.

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*).

Yes

No

SSJ# 23-079

4a. Was the request approved for a different project?

Yes No Not applicable.

5. Supply/Service being requested:

(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

This request is for professional services to include the removal, towing and final disposition of abandoned, wrecked, dismantled or inoperative standard vehicles (not including recreational vehicles), or parts thereof, by removal to a scrapyard, automobile dismantler's yard, or any suitable site operated by a local authority for processing as scrap, or other final disposition consistent with subdivision (e) of Section 22661 of the California Vehicle Code.

6. Unique features of the supply/service being requested from this supplier. *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

Currently, the only contracted vendor accepting Code Enforcement Removal Orders has implemented significant price increases for services. There is also a wait for their services.

The Department seeks a lower cost, readily available, alternative for use until the new towing contract process is completed.

Rivera Towing has submitted very competitive reasonable bids, resulting in savings to the County. Rivera Towing have the required equipment, are willing to accept the work and are available to begin immediately.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

The Code Enforcement Department requires more options for towing services. Current contracted vendors refuse Department Removal Orders. The one (1) vendor accepting Department Removal Orders has significantly increased prices recently. The increases have resulted in fewer vehicle abatement cases able to be processed under the aggregate contract amount remaining.

8. Period of Performance:

(total number of years)

Is this an annually renewable contract? No Yes

Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

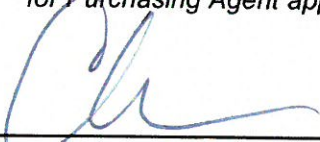
Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Annual Costs:	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Total Costs	\$50,000	\$0	\$0	\$0	\$0	\$50,000

Note: Insert additional rows as needed

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

Bids received from Rivera Towing are at lower rates than those received from the one contract vendor accepting department work.

11. Projected Board of Supervisor Date (if applicable): _____
 (Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)


 Department Head Signature (or designee) Charissa Leach 7/13/23
 Asst. CEO/Purchasing Director Date

 The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ 50,000 / per fiscal year through 23/24 (date)
(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

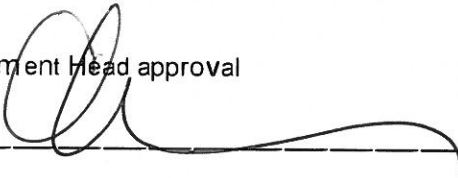
<u>Meghan Hahn</u> Purchasing Agent	7/12/13 Date	24-013 Approval Number (Reference on Purchasing Documents)
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12/7/2023: Amendment request:

TLMA – Code Enforcement is requesting to Amend the previously approved SSJ amounts and extend the period of performance through December 31, 2024. While a new bid solicitation is completed for the services. This request will need the Board of Supervisors approval.

Amended period of performance: 7-1-2023 to 12-31-2024
Amended Total Cost amount: \$250,000

Projected Board of Supervisor Date (if applicable): January 30, 2024

Department Head approval

Date: 12/21/23

County Purchasing approval
Meghan Hahn
Date 12/26/23

Amended SSJ #: 24-013a