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CITY OF SACRAMENTO

DEPARTMENT OF POLICE

HALL OF JUSTICE
513 - 6TH STREET

SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5121

JOHN P. KEARNS
CHIEF OF POLICE

October 27, 1981

Ref: 10-50

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Towing Agreement - Sacramento Police Department

APPROVED
BY THE CITY COUNCIL

NOV 4 1981

OFFICE OF THE
CITY CLERK

SUMMARY

This report addresses some questions and concerns the Council may have in regard to the towing policies of the Sacramento Police Department. It delineates current practices and procedures of the tow agreement between the tow companies and the City. It is recommended that the Council consider a bid contract for towing services to establish a reasonable ceiling on the prices charged.

BACKGROUND INFORMATION

The recent addition of parking restrictions on J and L Streets has generated some questions and concerns regarding the regulation of towing companies by the Sacramento Police Department. I will delineate our current policies in the following paragraphs and attachments.

The California Highway Patrol North and South Offices, in conjunction with the Sacramento Police Department, once each year, determines prevailing tow rates in the Sacramento area. Most tow companies in the area are contacted for their current rates. These rates are added together and divided by the number of companies contacted to establish the prevailing rates. All companies that tow for the Sacramento Police Department and both Offices of the California Highway Patrol in this area are then given notice of these prevailing rates once a year in July. Should a tow company be on the Sacramento Police Department list, they are notified the prevailing rates will be the MAXIMUM rate that may be charged for tows when called by this department. See attachment #1.

Any tow companies that wish to be on the Sacramento Police Department rotating tow list sign an agreement to abide by certain rules and charge no more than the yearly prevailing rates. Some of the agreement rules are:

1. Have sufficient insurance.
2. Hold City harmless.
3. Charge no more than specified prevailing rates.
4. Maintain business for calls by the Sacramento Police Department, 24-hours/day, seven days a week.
5. Respond within 20 minutes to a Sacramento Police Department call.
6. Definitions of how prevailing rates may be charged.
7. Abide by Vehicle Code regulations.
8. Be inspected by Sacramento Police Department.
9. Have a secure facility.
10. Conduct lien sales.
11. Disciplinary actions defined.

See attachment #2.

Some questions have arisen because of the reported disparity of tow charges from J and L Street tows. All tow complaints should be directed to Deputy Chief Lee Dohm, Office of Administrative Services, 449-5688. The few complaints that have come to his office have been investigated, and it has been found that some tow companies involved have charged MAXIMUM agreed upon rates. The disparity happens when some tow companies do not charge MAXIMUM rates or the cars are picked up under different circumstances. One tow company was charging only a night tow rate for J and L Streets, \$45. Another company was charging \$45 for a night tow plus after hours release, \$20, plus one night's storage, \$5.50. Total charges, \$70.50. The agreement specifies when and under what circumstances these additional charges may be levied. The disparity occurred not because of overcharging, per se, but because one tow company held his price down to a minimal rate. He was at his place of business when people came in to get their cars released and thus did not charge the night release fee. He also waived the one day storage fee if the cars were released the same evening of the tow.

CONCLUSION

The best way to insure a reasonable ceiling on prices charged and more economical towing charges for the citizens of Sacramento is a bid contract. A bid contract proposal was submitted to the Council in 1978, but after much testimony, it was felt that the current towing agreement should remain in force. One of the benefits of that bid contract was to delete the night release fees as there would be only a maximum of four companies towing for the Sacramento Police Department instead of the 22 that now tow under the agreement. It would be economical for a company with 5 to 7 tows a night to stay open and not charge an after hour release fee. The 22 companies currently under the agreement average only one tow per day and thus do not keep their business open in the evening except to respond to our calls.

A bid contract, it is felt, would also develop some "competition" in pricing of all other charges listed upon the prevailing rate chart and benefit the citizens of this city with lower overall charges.

I hope this memo serves the purpose of explaining the current policies of this department and clears up some of your concerns and questions. This department will continue to regulate the towing companies on our rotating list within the guidelines of our agreement.

RECOMMENDATION

It is recommended that the Council consider a bid contract and direct staff to report accordingly within 30 days.

Respectfully submitted.


JOHN P. KEARNS
CHIEF OF POLICE

Recommendation Approved:


WALTER J. SLIFE
CITY MANAGER

JPK:LCD:mpt

Attachments

SACRAMENTO POLICE DEPARTMENT

Maximum Tow Rates For
Tow Agencies on Rotation List
(Effective July 1, 1981)

DAY TOWING \$40.00
8:00 a.m. to 5:00 p.m.

NIGHT TOWING \$45.00
5:00 p.m. to 8:00 a.m.

SATURDAYS, SUNDAYS & HOLIDAYS \$45.00

ABOVE RATES INCLUDE 15 minutes work at scene. Time starts at commencement of work. Towing vehicle from scene to place of business of tow operator or to within a five-mile radius of point of pick up.

ADDITIONAL RECOVERY TIME, each 15 minutes or fraction thereof . . . \$10.00
This is the time spent in the actual tow operation or service (call) at the scene.

EACH ADDITIONAL MILE on tows outside of tow zone or five-mile radius . . . \$ 2.00

USE OF DOLLIES WHEN NECESSARY \$20.00
Diligent effort shall be made by tow driver to unlock vehicles to be towed rather than to dolly the vehicle. This effort is part of the tow service, and no extra charge is to be made.

SERVICE CALLS - No towing required

Day \$25.00
Night \$30.00

AFTER-HOUR RELEASE \$20.00

STORAGE RATES

Outside (Per Day) \$ 5.50
Under Cover (Per Day) \$ 6.50

Memorandum

1981

To : North Sacramento Area

Date: July 23, 1981

File No:

Subject: 1981/1982 TOW RATES

From : Department of California Highway Patrol
South Sacramento Area

Per my telephone conversation with Captain Tuck, this office has gone out with letters to all tow operators on the South Sacramento Area Rotation Tow List charging any rate in excess of those rates charged at or below by the majority of the operators.

As you recall, the prevailing rates were identified as follows:

| | |
|---|---------|
| Towing (Day) | \$40.00 |
| Towing (After Hours and Weekends) | 45.00 |
| Additional Recovery Time | 10.00 |
| Additional Mileage | 2.00 |
| Dollies | 20.00 |
| Service Call (Day) | 25.00 |
| Service Call (After Hours and Weekends) | 30.00 |
| After Hour Release | 20.00 |
| Storage (Outside) | 5.50 |
| Storage (Inside) | 6.50 |

A sample copy of our letter to the tow operators is attached.


R. von RAJCS, Captain,
Commander

Attachment

cc: Sergeant Ron Belke
Administrative Services, Sacramento Police



CITY OF SACRAMENTO

DEPARTMENT OF POLICE

HALL OF JUSTICE

813 6TH STREET

SACRAMENTO, CALIFORNIA 95814

TELEPHONE (916) 449-5121

JOHN P. KEARNS
CHIEF OF POLICE

Dear Sir:

Enclosed are two copies of the revised "Tow Services Agreement" of the Sacramento Police Department. One copy will be completed and signed by the owner of the towing firm and be returned to the Sacramento Police Department as soon as possible. The completed towing agreement will be sent to:

Sacramento Police Department
Office of Administrative Services
Attention: Sergeant Burke
813 6th Street
Sacramento, CA 95814

The second copy of the towing agreement will be for your records.

Sincerely,

JOHN P. KEARNS
CHIEF OF POLICELEE C. DOHM
DEPUTY CHIEF OF POLICE
OFFICE OF ADMINISTRATIVE SERVICES

LCD:RB:mpt

TOW SERVICE AGREEMENT

This agreement is made and entered into this _____ day of _____, 1980, by and between the CITY OF SACRAMENTO, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "CONTRACTOR", who agree as follows:

1. In consideration for being placed on the rotating tow service list of the Sacramento Police Department, Contractor shall comply with the terms and conditions hereinafter set forth.
2. For towing purposes, the City of Sacramento shall be divided into three operational districts:
 - (a) North - District #1
Area north of the north bank of the American River.
 - (b) Central - District #2
Area bounded by the north bank of the American River on the north, W-X Freeway (I-80) on the south, 29th-30th Freeway (I-80) on the east, and the Sacramento River on the west.
 - (c) Southeast - District #3
Area east and south of I-80 Freeway to city limits on southern boundaries.
3. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to the Agreement.
4. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during this term of Agreement any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

5. During the term of this Agreement, Contractor shall maintain in full force and effect a policy of public liability insurance with minimum coverages as follows: \$300,000.00 for injury to one or more persons and property damage in any one occurrence. Contractor shall cause the City of Sacramento to be named as additional insured of said policy and shall obtain a waiver of the insurer's right of subrogation against the City.
6. Contractor shall at all times this Agreement is in effect, file and maintain proof of the aforementioned insurance with the Sacramento Police Department, Office of Administrative Services, in the form of the City of Sacramento's standard certificate of insurance.
7. During the term of this agreement, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.
8. In the event City requests Contractor to carry errors and omissions insurance for malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Agreement a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.
9. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
10. No party of this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
11. Contractor shall bill the owner of the vehicle towed by Contractor under this Agreement for any towing and storage charges. City shall not be liable to Contractor for any charges made by Contractor for towing or storage services. Contractor shall not charge the owner of any vehicle towed pursuant to this Agreement more than the maximum rates set forth in the fee schedule established by the California Highway Patrol Sacramento Area, attached hereto, marked Exhibit "A", and by this reference made part hereof. Contractor agrees that as the rates set forth in the fee schedule of the California Highway Patrol Sacramento Area are amended or changed from time to time, Contractor shall abide by said amendments or changes.

The maximum rates set forth in the fee schedule apply to tow trucks used for normal operations, up to and including 1 1/2 ton size. Medium and large rigs required for commercial vehicles or specialized operations may be charged according to the operator's established rates.

Sweeping of glass and debris and picking up vehicle parts from the roadway is part of the duties of the tow driver, and no extra charge shall be made for these duties.

For retrieval of vehicles from bodies of water where a diver is required, the total charges will include the cost of the tow, any additional recovery time, use of any special equipment such as dollies or winching fees, and the diver or diver's fees.

12. All towing/hauling, storage and special service charges for other than "impounded" vehicles and for vehicles released from impound shall be the sole responsibility of the vehicle owners who shall be assessed charges at the rates shown in the fee schedule. These rates include any charges for after hours release of the vehicle.
13. Contractor shall provide tow service when called by the Sacramento Police Department on a 24-hour, 7-day per week basis within the operational district to which he is assigned by the Sacramento Police Department.
14. Contractor shall respond promptly to all requests for service from the Sacramento Police Department so as to arrive at the scene not later than 20 minutes from the time he receives the call from the Police Dispatcher. In the event Contractor fails to furnish a tow unit within 20 minutes, the Sacramento Police Department has the right to cancel the tow request and request a tow unit from another Contractor.
When a Contractor is canceled for failure to respond to a tow scene in 20 minutes, the Contractor will be placed at the bottom of the rotational tow list.
15. The "After Hour Release" fee as shown in Exhibit "A" will apply only when it is actually necessary for Contractor, or his employees, to return to his storage location during non-business hours.
16. The "Storage Rule" shown in Exhibit "A" shall be calculated on 24-hour periods beginning at the time of pick-up at the scene.
17. If Contractor is unable to dispatch a tow unit immediately, Contractor shall immediately inform the Police Dispatcher.
18. Contractor shall tow and store all vehicles which the Sacramento Police Department requests the Contractor remove.

19. Contractor must operate at least one tow vehicle of not less than a 3/4 ton. The tow vehicle shall comply with the provisions of 24605, 25253, 25300, 27700, and 27907 of the California Vehicle Code. Each tow truck will be equipped with emergency lights, dollies, shovel, broom, light bar, jumper cables, sand bucket, rope, flares, wheel blocks, jack stands, snatch block, and must have the contractor's company name painted or in decal form on both front doors of the tow truck.
20. Contractor shall use only tow vehicles that have been inspected by the Sacramento Police Department for tow requests made by the Sacramento Police Department.
21. Contractor shall maintain his business office and his storage yard within the Sacramento city limits.
22. Contractor shall provide for the security of vehicles and property at his place of storage to the satisfaction of the Deputy Chief of Police, Office of Administrative Services or his representative.
23. Contractor shall possess a valid business license for the operation of his business in the area located.
24. Contractor shall provide a driver/operator of each tow truck who has a good working knowledge of the equipment he is using. The driver will be properly licensed in accordance with Section 12804 of the California Vehicle Code.
25. Contractor shall maintain records of tow services furnished, including a description of vehicles towed, nature of service, amount billed, amount collected, and the time and location of calls. Such records shall be retained for a period of four (4) years and shall be open to inspection at any time by representatives of the Sacramento Police Department.
26. Contractor shall comply with Vehicle Code 10652 in reporting the storage of vehicles over 30 days. Contractor shall furnish the Sacramento Police Department with a copy of the report which contractor is required to furnish the Department of Justice pursuant to that statute.
27. Contractor shall furnish the Sacramento Police Department with a weekly report showing the status of all impounded vehicles. The report should provide description and identification of the vehicles, location of the vehicles, date of impound, accrued charges and date of release from impound, if released within the preceding week.
28. Contractor shall furnish a receipt for any property removed from any vehicle towed or stored. A copy of the receipt shall be placed in the vehicle involved, and the original receipt maintained with the Contractor's records.

29. Lien sales shall be the sole responsibility of the Contractor and all such sales shall be conducted in accordance with applicable state law.
30. Contractor shall not "sub-contract" (i.e., the authorizing of another Contractor to tow a vehicle which has been assigned to the original Contractor by the Sacramento Police Department).
31. Contractor shall not "tow jump" (i.e., the towing of a vehicle which has been assigned to another Contractor by the Sacramento Police Department except as provided in paragraph 32 of the Agreement).
32. Contractor shall tow any vehicle or vehicles which have been assigned to another Contractor by the Sacramento Police Department only if Contractor comes upon a scene of an accident in which the vehicle or vehicles are involved and the Sacramento Police Department directs Contractor to remove said vehicle or vehicles to the closest safe distance from the accident. Contractor shall tow the said vehicle or vehicles to the closest safe distance directed by the Sacramento Police Department, and shall not charge either the owner of the vehicle or vehicles or City for this service. The original assigned Contractor will then assume the responsibility of towing the vehicle upon arrival at the scene.
33. Contractor will notify the Sacramento Police Department immediately upon transfer of ownership of the company. This Agreement is not transferable to the new owner. The new owner shall apply with the Sacramento Police Department for a position on the rotational tow list.
34. The City of Sacramento is only responsible for the payment of towing/hauling, storage and special service charges for those vehicles that are identified by the Sacramento Police Department as "impounded" vehicles. The City's responsibility for payment shall terminate whenever the Contractor is notified, by the Police Department, that the vehicle is released from impound. Contractor shall bill the City monthly, in arrears, for these services performed and each invoice must show or be supported by a receipt showing the vehicle description, license number, identification number, service and date(s) of service.
35. Contractor shall be completely responsible for the protection and security of all vehicles and personal property assigned to him for towing and storage. Any losses or damage will be replaced or repaired by the Contractor at no cost to the City of Sacramento or to the vehicle owner.
36. Contractor agrees to hold harmless and indemnify the City of Sacramento, its officers, agents, and employees from and against all claims, causes of action, liability for damages for personal injury (including death) or damage to property or for any claim

for damages arising out of in the course of Contractor's performance or failure to perform this Agreement. Contractor's duty to hold harmless under this section shall include the duty to provide a full legal defense for the City of Sacramento, its officers, agents and employees for said claims, causes of action or liability.

37. Any and all complaints received from police officers, city employees, or private citizens against the Contractor shall be investigated by the Sacramento Police Department. Results of each investigation will be forwarded to the Deputy Chief of Police, Office of Administrative Services, who will take appropriate action up to and including termination of the Agreement.

Disciplinary action will be as follows:

- a. Insurance coverage canceled, dropped, not renewed, or inadequate coverage will result in immediate termination from rotation to last.
- b. Failure to maintain prompt response time of 20 minutes will result in a 30-day suspension on first offense and termination on second offense.
- c. Overcharging will result in a 30-day suspension on first offense and termination on second offense.
- d. Tow jumping will result in a 30-day suspension on first offense and termination on second offense.
- e. Sub-contracting will result in a 30-day suspension on first offense and termination on second offense.
- f. Inadequate office or storage areas, employees and equipment will result in a 30-day suspension on the first offense and termination on second offense.
- g. Refusing to tow any vehicle assigned will result in a 30-day suspension on first offense and termination on second offense.
- h. If a pattern of passing problem tow calls such as impounds, tow-aways, or abandoned vehicles is established, it will result in a 30-day suspension on first offense and termination on second offense.
- i. Any other violation of this Agreement will result in a 30-day suspension or termination depending upon the severity of the incident.

38. Unless sooner terminated, this Agreement shall be effective for one (1) year from the date first above written, and shall be automatically extended for a month-to-month period after the

initial year. This Agreement may be terminated immediately upon written notice given by either the Contractor or the Sacramento Chief of Police. This Agreement may be terminated at any time in the sole discretion of the Chief of Police with or without cause.

- 39. No waiver of any breach of any term or condition of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other form or condition of this Agreement.
- 40. In the event either party here to is required or desires to give notice to the other party, such notice shall be given by certified mail, return receipt requested by placing such notice in the U. S. Mail, postage fully prepaid, addressed to the respective party as follows:

Contractor:
City:

Such notice shall be effective as of the date following the date of mailing. The address for notice may be changed by giving notice pursuant to this paragraph.

City and Contractor have executed this Agreement as of the day first above written.

CITY OF SACRAMENTO, a municipal corporation

"CITY"

(Name of Company)

"CONTRACTOR"

1. THE OWNER'S NAME OF THE TOWING FIRM _____

2. THE MANAGER'S NAME OF THE TOWING FIRM _____

3. THE ADDRESS OF THE TOWING FIRM'S OFFICE _____

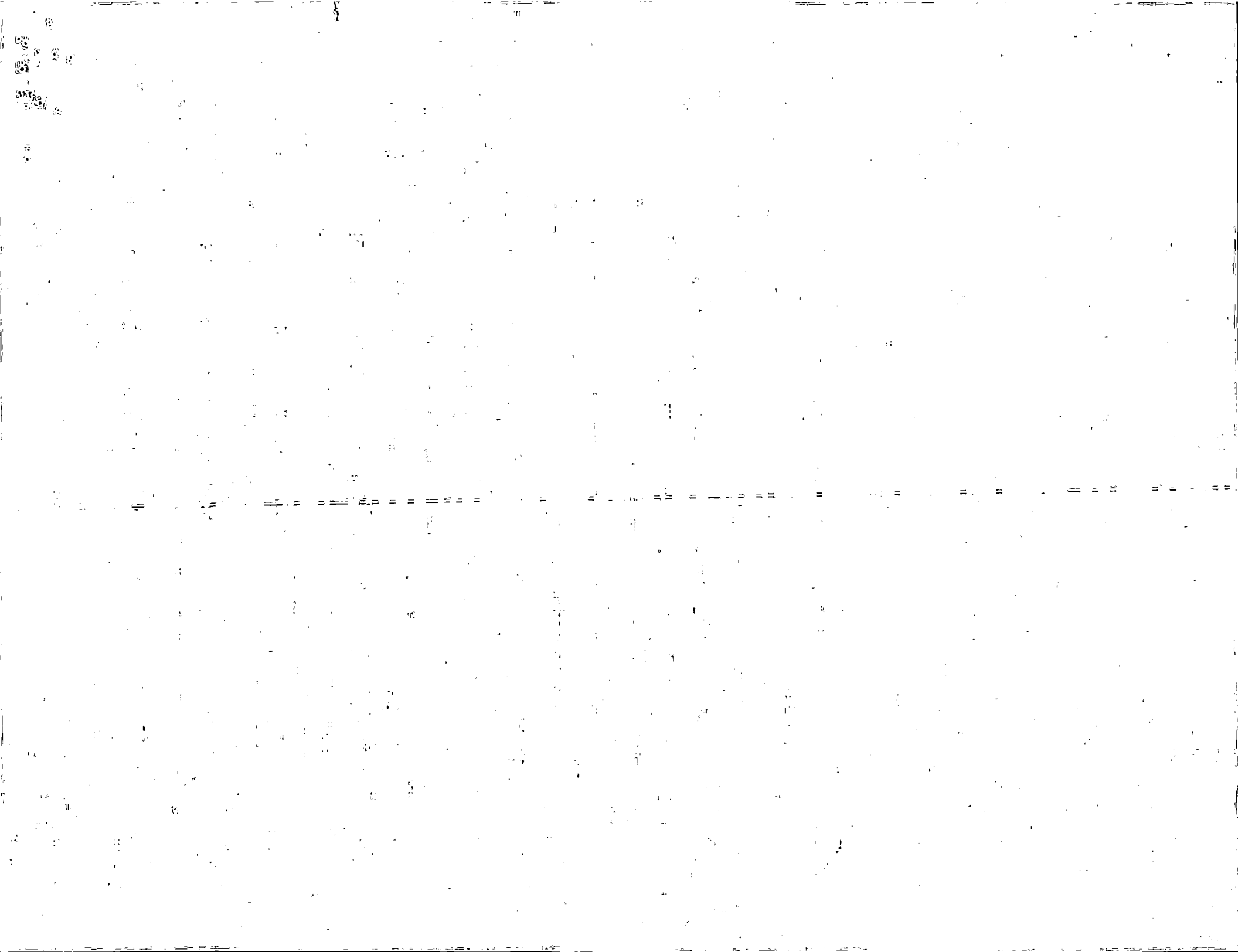
4. THE ADDRESS OF THE TOWING FIRM'S STORAGE YARD _____

5. THE TELEPHONE NUMBER OF THE TOWING FIRM _____

6. THE LICENSE NUMBER AND CAPACITY OF EACH OF THE TOW TRUCKS
OPERATED BY THE TOW FIRM _____

7. DOES THE TOWING FIRM REPRESENT ANY AUTOMOBILE ASSOCIATIONS?

YES _____ NO _____ IF YES, WHAT AUTOMOBILE
ASSOCIATIONS _____



1. THE OWNER'S NAME OF THE TOWING FIRM _____

2. THE MANAGER'S NAME OF THE TOWING FIRM _____

3. THE ADDRESS OF THE TOWING FIRM'S OFFICE _____

4. THE ADDRESS OF THE TOWING FIRM'S STORAGE YARD _____

5. THE TELEPHONE NUMBER OF THE TOWING FIRM _____

6. THE LICENSE NUMBER AND CAPACITY OF EACH OF THE TOW TRUCKS

OPERATED BY THE TOW FIRM _____

7. DOES THE TOWING FIRM REPRESENT ANY AUTOMOBILE ASSOCIATIONS?

YES _____ NO _____ IF YES, WHAT AUTOMOBILE

ASSOCIATIONS _____



CITY OF SACRAMENTO

OFFICE OF THE CITY CLERK
916 STREET
CITY HALL ROOM 203
SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5428

LORRAINE MAGANA
CITY CLERK

October 22, 1981

Listed below is a breakout of the Mayor and Councilmembers salary and the authority used:

| <u>AUTHORITY</u> | <u>MAYOR</u> | <u>COUNCIL</u> |
|---|-----------------------|----------------|
| 1. Charter Section 29 (Council Salary) \$20 each meeting not to exceed \$100 per month | \$ 100 | \$100 |
| 2. Ordinance 81-057 (Redevelopment Agency) \$50 per meeting not to exceed \$250 per month | 250 | 250 |
| 3. Resolution 81-064 (Housing Authority) \$50 per meeting not to exceed \$200 per month | 200 | 200 |
| <u>OTHER COMPENSATION</u> | | |
| 1. Charter Section 44 (Mayor only) Entertainment expense | 1,800 (per year) | ----- |
| 2. Resolution 79-831 Secretarial and automobile allowance per month | 150 100 | 150 |
| MONTHLY SALARY | \$ 700 | \$700 |