



Legislation Text

File #: 17-311, **Version:** 1

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SUBJECT: Fiscal Year 2017-2018 Tow Service Agreement

REPORT IN BRIEF

Consider Approving the 2017-2018 Master Tow Service Agreement.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2017-34**, a Resolution of the City Council of the City of Merced, California, establishing and approving the 2017-2018 Master Tow Service Agreement; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Return to staff for further follow up; or,
3. Deny.

AUTHORITY

Charter of the City of Merced, Section 200, et seq.

CITY COUNCIL PRIORITIES

As provided for in the 2017-18 Adopted Budget

DISCUSSION

The current fiscal year 2016-2017 Tow Service Agreement expires on June 30, 2017. The 2016-2017 Tow Service Agreement has worked out well for both the City of Merced and the rotational tow companies. It was based in large part on the approved Tow Services Agreement utilized by the California Highway Patrol for their tow rotation program.

The 2017-2018 Tow Service Agreement will be effective from July 1, 2017 to June 30, 2018. There are some minor changes made to this Agreement from the version approved by the City Council for the 2016-2017 fiscal year. These changes were made to stay current with changes in the law and to clarify some existing language. These changes include, in pertinent part:

- Additional language (in italics) was added to Section 2 (C)(2) of the Agreement [Rotation List] so that it now states:
 - “Whenever a vehicle owner returns to a vehicle that is in possession of a towing

company prior to the removal of the vehicle, the owner may regain possession of the vehicle from the towing company if the owner pays the tow company the towing charges *incurred at the time service is concluded.*"

- In section 3 (D) of the Agreement [Tow Operators] adds language to clarify that if a manager ceases to be employed the TSA he or she shall be immediately suspended.
- In section 3 (E)(1) of the Agreement [Tow Operators] adds language to clarify that if an operator, manager or driver separates for more than a year, a new criminal history will be done at the time of reapplication.
- In section 3 (F)(4) of the Agreement [Tow Operators] adds language to mandate that a positive test for marijuana, which includes medicinal and recreational use of marijuana shall meet the same reinstatement requirements as a driver required to possess a commercial drivers license.
- In section 4(D)(1) of the Agreement [Tow Operator's Business] a note was added allowing the tow operator to be closed for business on the same day the MPD is closed for a holiday.
- In section 6(D)(1) of the Agreement [Response to Calls] language was added to clarify that a failure or *refusal* to respond to tow/ or service calls without justification will result in disciplinary action.
- In section 12(J) of the Agreement [Rates] added language to clarify that operators may only raise rates during the enrollment period or upon approval of MPD after a midterm review *has been initiated by the MPD.*
- In section 18(A)(6) of the Agreement [Demeanor and Conduct] section 6 was added to prohibit any acts of discrimination in the rendering of service based upon a protected class.

Currently there are ten (10) tow companies on the Merced Police Department rotational tow list that have been operating under the 2016-2017 Tow Service Agreement. These companies are: Allways Towing, Bill's Towing, C&S Towing, Pete's Auto Body, P&G Towing, Rich's Auto Body, Merced City Tow, TNB Towing, Takin Towing, and Freitas Auto Wrecking. This year a new tow company, AG Towing, has applied to be on the tow rotation. With the addition of AG towing, eleven (11) tow companies will be on the 2017-2018 Merced Police Department rotational tow list.

In February 2017, each of these companies were informed that they needed to have their tow trucks inspected during the California Highway Patrol, Merced Area Office, annual open enrollment inspections. Based upon the information provided to date, all of these companies attended the California Highway Patrol annual open enrollment and have passed the CHP's initial inspection for tow trucks. However, all of the tow companies must still pass their storage yard inspections prior to

being eligible to enter into the City's 2017-2018 Tow Service Agreement.

There is a need for a Tow Service Agreement to be in place between the City of Merced and the tow companies on the Merced Police Department rotational tow list. By having this Agreement in place, it allows the City of Merced Police Department to oversee the tow companies providing services for the Department's tow rotational list. This helps ensure that the residents of Merced are being treated fairly and professionally. Specifically, the 2017-2018 Tow Service Agreement allows for the Merced Police Department to inspect the tow companies' equipment and facilities to ensure they are being kept up to the standards outlined in the 2017-2018 Tow Service Agreement. By inspecting the tow companies' equipment and facilities, the Merced Police Department can ensure the safety and fair treatment of the residents of Merced.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. 2017-2018 Tow Service Agreement
2. Resolution 2017-34