0299



County of Santa Cruz

PLANNING DEPARTMENT

701 OCEAN STREET, SUITE 400, SANTA CRUZ, CA 950604073
(831) 454-2580 FAX: (631) 464-2131 TDD: (831) 464-2123

ALVIN D. JAMES, DIRECTOR

June 14, 2000

Board of Supervisors County of Santa Cruz 701 Ocean Street Santa Cruz, CA 95060 AGENDA: JUNE 27, 2000

SUBJECT: ABANDONED VEHICLE ABATEMENT CONTRACT

Dear Members of the Board:

In March of 1997, your Board authorized the Planning Department to enter into a contract for the removal of abandoned vehicles. The current contract will expire on June 30, 2000. Accordingly, the General Services Department, at the request of the Planning Department, solicited bid proposals for the 2000-200 1 fiscal year.

The solicitation for proposals has been completed. General Services has determined that separate proposals have been received from the following three towing contractors: North County Recovery, Coast Counties Towing, and Gonzales Towing. A fourth proposal was received after the submission deadline and was not considered. Unfortunately, all bids submitted exceed the fiscal resources currently available to continue the contract beyond the next fiscal year. As such, all bids were rejected.

During the past three years, an average of 650 abandoned vehicles per year were towed. Every year, the abandoned vehicles reported for investigation have been poorer and poorer in quality, and, found in increasingly difficult to reach locations. Further, there have been an increasing number of instances where significant amounts of garbage have been found in them. The towing contractor confirms the fact that market' prices for scrap metal have also reduced over time. The combination of these factors have contributed to both rapid and significant cost increases for the towing contractor to remove these vehicles.

It is clear that funding to continue the program in the future will not be adequate to maintain the current level of service. Staff believes that a variety of options may be available to control program costs. However, additional time is needed to identify appropriate recommendations for your Board's consideration. Staff will examine the range of possible options, including possible program modifications and/or additional revenue sources and return to your Board before the end of the proposed extension period with recommendations related to continued operation of the program.

In the interim, in order to continue to maintain towing services for the Abandoned Vehicle Abatement Program at the current level, it is recommended that your Board authorize the Planning Director to amend the current contract with Coast Counties Towing at the following rates for the period July 1, 2000 to December 3 1, 2000. The existing contractor has agreed to a contract extension at the proposed modified rates. As indicated, the alternatives will be evaluated and a report with recommendations will be returned to your Board on November 7, 2000. Additional time may be needed to implement any staff recommendations accepted by the Board, which may include the extension of this contract.

Therefore, it is RECOMMENDED that your Board:

- 1) Authorize the Planning Director to amend the current contract terms with Coast Counties Towing at the new rates identified in Attachment #1 for the towing and removal of abandoned vehicles for six months starting July 1, 2000 and ending December 3 1,2000; and,
- 2) Direct the Planning Director to examine the range of alternatives available to continue Abandoned Vehicle Abatement services in the County at the most cost-effective level and to report back to your Board no later than November 7, 2000 with recommendations.

Sincerely,

Alvin D. James Planning Director

RECOMMENDED:

SUSAN A. MAURIELLO County Administrative Officer

Attachments: #1 - Proposed Rate Change Comparison

#2 - Amendment to Agreement

ADM-29

ATTACHMENT #1

PROPOSED RATE CHANGES FOR ABANDONED VEHICLE ABATEMENT CONTRACT EXTENSION

| | OLD RATES | NEW RATES |
|---|-----------|-----------|
| Charge for: | | |
| Category 1 - Standard tow | \$84 | \$109 |
| Category 2-Extraordinary tow | \$145 | \$170 |
| Category 3 - 2,000 to 6,000 lbs Gross Vehicle Weight | \$150 | \$109 |
| Category 4 - 6, 000 to 20,000 lbs Gross Vehicle Weight | \$350 | \$450 |
| Garbage flat rate for all categories | | \$100 |
| | | |

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

| TO: Board of Supervisors County Administrative Officer County Counsel Auditor-Controller | | FROM: | Planning MCollen | Signature) <u>C/16</u> | (Dept.) |
|---|--|--|---|-------------------------|---|
| The Board of Supervisors is hereby rea | juested to approve the c | attached agreem | ent and authorize the e | execution of the sam | ie. |
| 1. Said agreement is between the | | | | (Na | (Agency) me & Address) |
| 2. The agreement will provide towl under the Ahandoned Veh | | | abandoned vehicle | s as referred | |
| 3. The agreement is needed <u>becaus</u> | e the Couutv cann | ot provide | these services, | | |
| 4. Period of the agreement is from | | | | | |
| 5. Anticipated cost is \$\frac{70,000.}{} | | | (Rixed on | muntiple Manufacture ; | Not to exceed) |
| 6. Rem Irks: <u>The anticipated c</u> In each category. Actu | | _ | | | erred |
| 7. Appropriations are budgeted in | 135458 | | (Inde: | x#) <u>3645</u> | (Subobject) |
| NOTE: IF APPR | OPRIATIONS ARE INS | UFFICIENT, A | TACH COMPLETED F | ORM AUD-74 | |
| Appropr ations are not available and h | | Contract No. GAR By — | Y A. KNUTSON, Audito | | Deputy. |
| Proposol reviewed and approved. It is Planning Director | recommended that the I | ecute the same | on behalf of the Plan | nning Departmen | the 1t |
| Remarks: | (Analyst) | В | County Adminis | D o t | e 1/9/0 |
| Agreement approved as to form. Date | | | | | |
| Distribution: Bd. c f Supv White Audi-or-Controller - Blue Co. Admin. Officer - Canary Audi-or-Controller - Pink Originating Dept Goldenrod *To Orig. Dept. if rejected. | State of California. do h said Board of Superviso in the minutes of said E | nereby certify that ors as recommende | Clerk of the Board of Sup the foregoing request for ap ed by the County Administr | pproval of agreement wa | as approved by er duly entered strative Officer |

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated July 1, 1999, by and between the COUNTY OF SANTA CRUZ and COAST COUNTIES TOWING by DELETING PARAGRAPHS 2, 3 AND 7 AND ADDING NEW PARAGRAPHS 2, 3, AND 7 ATTACHED HERETO AS EXHIBIT "A".

All other provisions of said Agreement shall remain the same.

| Dated: <u>6/21/00</u> | COUNTY OF SANTA CRUZ |
|---|---|
| | By:Planning Director |
| | CONTRACTOR |
| | By: |
| Approved as to form: | Coast Counties Towing 3801 Partola Drive Santa Cruz, CA 95062 9837/462-9064 Date 6./6.00 County Counsel |
| DISTRIBUTION: County Administrator County County County County County County Contractor | oller el |

EXHIBIT A

- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **per rate schedule to remove referred abandoned vehicles for the next six months as indicated below:**
 - 1) Standard tow (3,500 lbs and under Gross Vehicle Weight)----- \$109;
 - 2) Extraordinary tow (3,500 lbs and under Gross Vehicle Weight) \$170;
 - 3) Tow for vehicle between 3,501- 6,000 lbs Gross Vehicle Weight ------ \$109;
 - 4) Tow for vehicle 6,001 lbs and over ------ \$450:
 - 5) Garbage flat rate for all vehicle categories above ----- \$100.
- 3. <u>TERM</u>. The term of this contract shall be: From July 1, 2000 to December 31, 2000.
- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
- (2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting

format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

- (3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
- (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.