

Chapter 12.14
ROTATIONAL TOWING SERVICES

Sections:

12.14.010	Purpose and intent.
12.14.020	Definitions.
12.14.030	Tow truck operator franchise.
12.14.040	Nonexclusive franchise.
12.14.050	Selection of franchisees.
12.14.060	Rotation system.
12.14.070	Conditions on franchises.
12.14.080	Rates.
12.14.090	Vehicle impound cost recovery fee.
12.14.100	Franchise fees.
12.14.110	Franchise agreements.
12.14.120	Additional services to be provided.
12.14.130	Authority to maintain City towing operations and towing yard.

12.14.010 Purpose and intent.

It is the intent of this chapter and any subsequent amendments thereto to prescribe the basic regulations for the operation of the City of Lake Elsinore ("City") and Lake Elsinore Police Department ("Police Department") towing service in emergency situations and in the removal of vehicles that are abandoned, involved in an accident, or constitute an obstruction to traffic because of mechanical failure. It is the purpose of the City Council in enacting this chapter to provide a fair and impartial means of distributing requests for towing services among qualified franchises, and to ensure that such service is prompt and reasonably priced, and in the best interests of the public as well as the interest of efficient policing operations for the removal of such vehicles from public streets.

12.14.020 Definitions.

For purposes of this chapter, the following terms, phrases, words, and derivations shall have the meaning given in this section:

"City Manager" means the City Manager of the City of Lake Elsinore.

"Franchise agreement" means an agreement between the City and a franchisee for the purpose of providing towing services as provided in this chapter.

"Franchisee" means a certain tow truck operator to which the City Council may, by the adoption of a resolution or ordinance, grant a nonexclusive franchise for purposes of providing towing services to the City under and pursuant to the provisions of this chapter.

"Police Chief" means the Chief of Police of the Police Department of the City of Lake Elsinore.

"Police Department" means the Police Department of the City of Lake Elsinore.

"Tow truck operator" means a towing company and the owner(s) and/or managing employee(s) of a towing company.

12.14.030 Tow truck operator franchise.

The City Council may at its discretion, by the adoption of a resolution or ordinance, grant a nonexclusive franchise to a tow truck operator ("franchisee") to provide towing services to the City under and pursuant to the provisions of this chapter.

12.14.040 Nonexclusive franchise.

A. All franchises granted to franchisees pursuant to this chapter shall be nonexclusive and shall be for a term to be specified by the City Council in the resolution granting a franchise hereunder and in the franchise agreement between the City and the franchisee.

B. No provisions of this chapter shall be deemed to require restricting the number of franchises to one or any particular number, and no provision of this chapter shall be deemed to require the City Council to grant any franchise if the City Council determines that the grant of any such franchise is not in the best interest of the City and the public.

~~C. All franchisees shall be subject to the terms and conditions specified in this chapter, as well as any terms or conditions specified in the resolution granting the franchise and the franchise agreement.~~

~~D. In granting any tow truck operator franchise, the City Council may prescribe such other terms and conditions, not in conflict with this chapter, as are determined by the City Council to be in the best interest of the City and the public.~~

12.14.050 Selection of franchisees.

A. The selection of the franchisees shall be done through a competitive selection process. Upon any opening(s) on the rotation list, the City Manager shall issue a notice of request for qualifications (RFQ) to solicit interested tow truck operators. The RFQ shall be posted on the City's website and ~~either: (1)~~ posted on a website devoted to procurement services, bid and vendor management such as Planetbids.com, ~~or (2) published in a newspaper of general circulation in the City.~~ Responses to the RFQ shall be due no earlier than 20 days following posting ~~and/or publication~~ of the notice as required herein.

B. The Police Chief, in coordination with the City Manager or designee, shall evaluate the qualifications of the tow truck operators responding to the RFQ. No later than 60 days after receipt of the responses to the RFQ, the Police Chief shall submit to the City Council for consideration the qualifications of the tow truck operator(s) that he/she deems most qualified together with a franchise agreement as provided in LEMC 12.14.110.

C. With respect to the selection process as provided herein, the Police Chief shall determine the number of franchisees needed to provide towing services to the Police Department. In determining the required number of franchisees, the Police Chief may consider the following factors:

1. The operational needs of the Police Department;
2. Population growth;
3. The number of currently authorized franchisees and their average response time;
4. Administrative burdens imposed by the number of franchisees to be included in a rotation list; and

5. Such other reasonable factors as determined by the Police Chief.

12.14.060 Rotation system.

A. The tow truck operators who obtain a franchise pursuant to this chapter shall provide towing service to the City pursuant to the rotation system established by the Police Chief.

~~B. Nothing shall prohibit a Class B, C, or D operator from maintaining a place on a lighter class rotation list. Regardless of the class of tow truck, charges shall not be more than the class of vehicle towed or serviced, except when recovery operations required a larger class of truck.~~

~~12.14.070 Conditions on franchises.~~

~~Any tow truck operator that obtains a franchise pursuant to this chapter shall:~~

~~A. Comply with the Lake Elsinore Municipal Code.~~

~~B. Have an office and storage facility in the same location within the City's boundaries, with a sign posted including the company name, address, phone number and hours of operation, to be clearly visible from the roadway. Unless otherwise authorized under the franchise agreement, such storage facilities shall contain a minimum of 25 vehicle exterior storage spaces and a minimum of four secured vehicle storage spaces. The secured vehicle storage spaces shall be for the purpose of securing vehicle for evidence at the request of the Police Department. Secured vehicles shall be transported to and from the storage facility to the police station at no charge to the City or the Police Department.~~

~~C. Maintain a sign listing the rates and charges of all towing and storage services offered. Such sign shall be conspicuously posted in the office or other location clearly visible where customer financial transactions take place.~~

~~D. Furnish each owner of an automobile impounded by the tow truck operator with a fully itemized billing.~~

~~E. Maintain minimum operating hours for storage facilities of Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays.~~

~~F. Respond to Police Department calls 24 hours a day, seven days a week, within the response time as established by the Police Chief, but generally within 20 minutes. The franchisees shall promptly advise the Police Department as to any anticipated delay in arrival. In the event of a delay, the Police Department may elect to contact another franchisee for service.~~

~~G. Provide appropriate insurance as determined by the City Manager and agree to protect, indemnify, defend and hold harmless the City and the Police Department from all claims, demands or liability arising out of or encountered in connection with its agreement with the City or the performance of work in preparation for the towing operation, or claims, demands and liability occurring during the towing and subsequent storage and maintenance activities whether such claims, demands or liability are caused by the tow service or its employees or agents.~~

~~H. Conduct its business in an orderly, ethical, businesslike manner, and use reasonable means to obtain and keep the confidence of the motoring public. Franchisee shall be responsible for the acts of its employees and agents while on duty and for damage to towed vehicles while in its possession.~~

~~I. Comply with all applicable Federal, State and local regulations for providing towing service and be a currently approved operator for the California Highway Patrol rotational tow list.~~

~~J. Comply with the terms and conditions of the franchise agreement.~~

12.14.080 Rates.

~~A. Franchisee shall not charge rates in excess of 115 percent of the schedule of rates for towing established by the California Highway Patrol for the Riverside County area.~~

~~B. Storage fees shall be charged by calendar day except that vehicles stored eight hours or less shall be charged no more than one day storage.~~

12.14.090 Vehicle impound cost recovery fee.

A. The vehicle impound cost recovery fee ("VICR fee") is equal to one hour of Police Officer time at the current intermediate deputy rate in effect at the time of the release of the impounded vehicle. This rate is annually reviewed, updated and approved by the Board of Supervisors for the County of Riverside

B. The City hereby establishes a VICR fee, payable when a registered owner or a legal owner seeks the release of a vehicle which the Police Department has impounded.

C. A registered owner who redeems an impounded vehicle or requests its release from a franchisee's storage facility shall first pay to the Police Department the VICR fee.

D. The Police Department may waive the VICR fee due to extenuating circumstances. It is not the intention of the City nor the Police Department to penalize victims. Circumstances under which the VICR fee may be waived include the impounding of recovered stolen or embezzled vehicles, and vehicles impounded due to driver injury or incapacitation.

12.14.100 Franchise fees.

Any tow truck operator granted a franchise pursuant to the provisions of this chapter shall pay to the City franchise charges and fees as may be determined by separate resolution of the City Council. Such fee shall not exceed the City's annual cost of administration and enforcement of this chapter.

12.14.110 Franchise agreements.

All franchises granted by the City Council pursuant to this chapter shall be memorialized in a written franchise agreement between the franchisee and the City and approved by resolution of the City Council. ~~The franchise granted therein shall be nontransferable unless prior consent is obtained from the City. The franchise agreement shall provide for immediate suspension or termination of the franchise granted under this chapter in event that the franchisee fails to comply with the provisions of this chapter and/or the franchise agreement.~~

12.14.120 Additional services to be provided.

Franchisee shall provide to the City, at no charge, the services needed to facilitate the City's vehicle abatement program. Additionally, the franchisee will provide emergency response to aid and service City and Police Department vehicles that are one ton or less, within a reasonable radius no greater than one mile beyond the City's boundaries, at no cost to the City or Police Department.

12.14.130 Authority to maintain City towing operations and towing yard.

Nothing in this chapter shall be construed as restricting or prohibiting the City from conducting its own towing operations or maintaining its own towing yard, either in lieu of, or in addition to, any franchise awarded pursuant to this chapter.