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CITY COUNCIL MEETING
SEPTEMBER 4, 1985

AGREEMENT FOR REMOVAL
OF ABANDONED VEHICLES
APPROVED

Council was apprised that, for the past three years, the City has had an agreement with DEBCO Towing of Stockton to remove abandoned vehicles from private property. At the end of the franchise the City was contacted by a local firm asking that they be considered for this work.

Council approved a Franchise Agreement for removal of abandoned vehicles on private property with Guthrie, Inc., of Lodi and authorized the City Manager and City Clerk to execute the subject Agreement on behalf of the City.

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

DATE

NO.

FROM: THE CITY MANAGER'S OFFICE

AUGUST 29, 1985

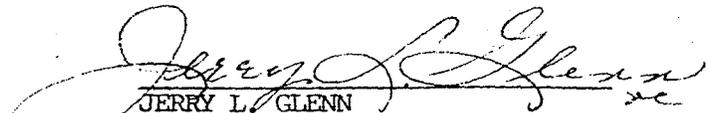
SUBJECT:

REMOVAL OF ABANDONED VEHICLES ON PRIVATE PROPERTY

RECOMMENDATION: Council approve franchise agreement for removal of abandoned vehicles on private property with Guthrie, Inc. of Lodi.

BACKGROUND: For the past three years, the City has had an agreement with DEBCO Towing of Stockton to remove abandoned vehicles from private property. At the end of the franchise, we were contacted by a local firm asking that they be considered for this work.

Guthrie, Inc. of Lodi fully owns Stubbs Towing Service of Lodi and U-Pull-Apart, an auto dismantler, and can provide all the necessary services to fulfill the City's requirement. They will provide these services under the same terms and conditions as the previous contractor.


JERRY L. GLENN
Assistant City Manager

JLG:vc

FRANCHISE AGREEMENT

This Agreement, made and entered into as of the 4th day of September, 1985, by and between the City of Lodi, a Municipal Corporation of the State of California, hereinafter called CITY, and Guthrie, Inc., hereinafter called CONTRACTOR.

WITNESSETH:

WHEREAS, the City of Lodi adopted Ordinance No. 954 on June 16, 1971, now, Title 10, Section 10-36, Lodi Municipal Code, providing for the removal and dismantling of abandoned, wrecked, dismantled, or inoperative vehicles on private property within the incorporated limits of the City of Lodi; and

WHEREAS, Contractor owns a duly licensed automobile dismantler with sufficient equipment to fulfill the requirements of removal of abandoned vehicles and the dismantling thereof and is desirous of providing such service to City;

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. SCOPE OF AGREEMENT - This Agreement shall cover the removal, disposal and dismantling pursuant to City of Lodi Ordinance No. 954 of all abandoned, wrecked, dismantled or inoperative vehicles located upon private or public property

not including highways in the incorporated area of the City of Lodi.

2. ORDERS FOR REMOVAL - Contractor shall only remove vehicles when an order for removal has been given by the Community Development Director of the City.

3. TERM - This Agreement shall be in effect for a period of three (3) years from and after the date hereof.

4. EXCLUSIVE RIGHTS - Contractor shall have the exclusive right to remove all vehicles ordered removed pursuant to the provisions of said Ordinance No. 954 and City agrees not to contract with any other automobile dismantler during the period of this Agreement for said services.

5. CHARGES - Contractor agrees to remove all vehicles ordered removed without charge to the City or the owners thereof, and vehicles shall only be dismantled or scrapped and shall not thereafter be reconstructed or made operable, but Contractor may sell or dispose of such dismantled automobiles for his own benefit.

6. SERVICES PROVIDED BY CONTRACTOR - Contractor agrees to provide, maintain and operate equipment sufficient to fulfill the requirements of this Agreement and be capable of removing at least ten (10) vehicles or parts thereof each week. Vehicles removed at the request of private individuals shall not be included as any part of the required performance. Contractor agrees to operate his business from 8:00 a.m. to 6:00 p.m., Monday through Friday inclusive, excluding legal holidays. Employees of Contractor shall wear a clean and neat

uniform with the identification of Contractor plainly imprinted on the uniform. Employees shall be courteous with good manners and no profane language shall be used. All equipment of Contractor shall be neatly painted and maintained in a business-like manner with the identification of Contractor professionally painted thereon.

7. COMPLIANCE WITH THE LAWS - Contractor agrees to comply with all provisions of law including, but not limited to, the operation of his vehicles and dismantling yard.

8. TIME AND METHOD OF REMOVAL - Contractor agrees to remove vehicles promptly and in any event not later than fifteen (15) days after the order for removal is given. When removing the vehicles or parts thereof, the property on which it was located shall be left free from glass or other vehicular debris.

Contractor is not required to obtain permission of the owner of property upon which a vehicle has been ordered removed before entering thereon, but Contractor shall not forcibly enter nor continue his operations if objection thereto is encountered. Contractor shall immediately report any such incident to the Community Development Director for further direction.

9. INDEPENDENT CONTRACTOR - It is understood and agreed that Contractor, in performing this Agreement, is an independent contractor and is not performing services herein required as an agent or employee of City.

10. RECORDS - Contractor agrees to maintain complete records of vehicles removed and the disposal made thereof. In addition, Contractor agrees to notify City in writing within ten (10) days after any vehicle is removed.

11. PRIVATE REMOVALS - Any provision of the Agreement to the contrary notwithstanding, Contractor may solicit automobile removal, salvage, and dismantling business from individuals providing that in so doing, Contractor shall not directly or indirectly suggest, state, or imply that a City ordinance requires such removal. Any vehicles so removed, salvaged or dismantled shall not be construed to be removed, salvaged or dismantled pursuant to the terms of said Ordinance No. 954 or under the aforesaid provisions of this Agreement. It is also understood and agreed Contractor shall not charge individuals for the removal of any vehicle or parts thereof providing that proper documentation of title is furnished Contractor pursuant to the Vehicle Code of the State of California. Said documentation shall be furnished Contractor prior to removal of said vehicle or part thereof. Contractor shall furnish written record to City by the fifth (5th) day of each month of all vehicles or parts thereof removed by the Contractor during the previous calendar month pursuant to this article.

12. INDEMNITY AND INSURANCE - Contractor assumes all risks incident to, or in connection with, this Agreement for the full period thereof and shall be solely responsible for all accidents or injuries to persons or property caused by its

operations and Contractor agrees to maintain in full force during the term hereof a policy of public liability insurance under which Contractor is named as insured, and containing an Additional Named Insured Endorsement naming City as an additional insured, and under which the insurer agrees to indemnify and hold Contractor and City harmless from, and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Contractor or Contractor's agents or employees. The minimum limits of such insurance shall be \$500,000.00/ \$1,000,000.00. In addition to the Additional Named Insured Endorsement on Contractor's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance containing the above-stated required endorsements shall be delivered to City within ten (10) days after the issuance and each renewal of said policy. This paragraph and all other provisions of this Agreement, shall apply and be construed as applying to any subcontractor of Contractor.

13. DEFAULT - If either party hereto defaults or fails to perform any of the terms herein provided, then this Agreement shall terminate upon failure of the defaulting party to correct said default within fifteen (15) days after receiving written notice thereof from the other party hereto, but said termination shall not be exclusive of other remedies provided by law for such default. Time shall be of essence of this Agreement and every provisions hereof shall be construed to be material and substantial.

14. This Agreement shall be and remain in effect for a period of three (3) years from and after the date hereof, provided, however, that this Agreement may be unilaterally cancelled by City or Contractor upon ninety (90) days written notice given to the other party.

IN WITNESS WHEREOF, the parties have set their hands as
of the 11th day of September, 1985.

CITY OF LODI

GUTHRIE, INC.

By Chas. A. Peterson
City Manager

By David Adams

Attest: Alice M. Reimche
Alice M. Reimche
City Clerk



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