



CITY OF WEST KELOWNA

COUNCIL POLICY MANUAL

Pages: 1 of 5
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SUBJECT: TOWING AND STORAGE SERVICE POLICY

Purpose:

To establish a policy for towing and storage services to be used by the City of West Kelowna and the West Kelowna RCMP Detachment.

Policy:

The City of West Kelowna (the "City") shall tender the towing and storage contract for a three (3) year term and may add an additional 2 one-year extensions based on performance. The City shall review the Contract each year, and at the City's sole discretion, renew or cancel the Contract. The successful Contractor will be the primary Contractor providing this service for the term of the agreement.

A. Use of Contractor for Towing and Storage:

1. The City shall award a contract for towing and storage services and will provide all the information required in the Contract to the Royal Canadian Mounted Police, West Kelowna Detachment (the "RCMP").
2. The Towing Contract is to be awarded for a three (3) year term and may add additional 2 one-year extensions, based on performance. The contract will be awarded to the Contractor receiving the highest points. Thirty percent (30%) of the evaluation criteria will be based on the amount the Contractor is offering to pay the City for the contract.
3. The Contractor will provide to the City of West Kelowna and the RCMP within the City of West Kelowna, at no charge, towing and storage services with 24 hours a day, 365 days a year coverage.

If the Primary Contractor cannot provide service within 30 minutes of a service request (excluding adverse weather conditions), the City may contact an alternative towing company to provide the service.

4. The Contractor shall be used by the RCMP for the provision of towing and storage services, within the municipal boundaries of the City of West Kelowna, related to:
 - (a) Enforcement of, and matters related to, the following Acts and regulations:

- (i) the *Motor Vehicle Act*, RS.8.C. 1996, c. 318;
 - (ii) the *Commercial Transport Act*, RS.8.C. 1996, c. 58;
 - (iii) the *Motor Carrier Act*, RS.8.C. 1996, c. 315;
 - (iv) the District of West Kelowna Traffic Bylaw; and
- (b) Police towing
- (i) motor vehicle accidents, where there is no owner preference;
 - (ii) to tow police vehicle(s) and other vehicle(s) to the secure compound as provided under the contract, when requested by a member of the RCMP;
 - (iii) to tow any vehicle for police investigational purposes, including:
 - a) stolen automobiles;
 - b) vehicles taken without the owner's consent;
 - c) motor vehicle accident vehicles, when the tow is for investigational purposes;
 - d) fatal motor vehicle accident vehicles for mechanical inspections;
 - e) drug investigation tows; and
 - f) any other tow that is deemed by the investigator to be an investigations tow.

Investigation tows are defined as the tow from the scene to the police detachment and/or the secure compound.

(c) Bylaw Enforcement Towing:

The Contractor shall be used by Bylaw Enforcement for the provision of towing and storage services, within the municipal boundaries of the City of West Kelowna, related to:

- (i) towing any vehicle due to a bylaw infraction to the secure compound as requested by a representative of the City of West Kelowna or any member of the RCMP.
- (ii) relocating vehicles within any city-owned parking lot or facility as required.

(d) Transportation Service Towing:

The contractor will provide services at no charge to the City to tow City vehicles, ranging from compacts to tandem gravel trucks to locations as directed by a representative of the City of West Kelowna.

B. Conditions:

The Contractor must obtain and provide proof of the following:

- (a) A valid City of West Kelowna Business License, in the name of the individual or business, for the operation of a Towing and/or Storage Service.

- (b) A valid Provincial Commercial Vehicle Licence in the name of the individual or business, for each vehicle intended to be used to provide towing and storage services to, or on behalf of, the City.
- (c) A copy of valid B.C. Drivers Licenses, appropriate for the class of vehicle(s) being operated, for all persons operating any of the vehicles or equipment to be used for towing and storage services.
- (d) A copy of valid vehicle registrations and an insurance policy/policies covering each vehicle being used to provide towing and storage services.
- (e) A criminal record check of all owners and employees who will have contact with or control over the tows and/or storage. All new employees of the Service Provider will be required to complete the process. The cost of the criminal record check(s) will be at the expense of by the Service Provider. The Officer in charge of the West Kelowna RCMP Detachment will review the criminal record check for acceptance or rejection. The owner and employees will be required to wear a photo identification card when conducting City of West Kelowna towing business. It will be the responsibility of the Service Provider to ensure that employees wear the photo identification card. The Service Provider will be responsible for the return of the photo identification card of any employee leaving the company's employment. Rejection of a criminal record check or failure to wear the photo identification card may result in the termination of the contract, until a meeting with the owner of the Service Provider and the Officer in charge of the West Kelowna RCMP Detachment can be held to resolve the issue.
- (f) Insurance Policies - without limiting its obligation or liabilities, the Service Provider shall procure and maintain at its own expense, the following:
 - (i) Automobile liability insurance for all motor vehicles owned, operated and used or to be used by the Service Provider directly or indirectly in the performance of the towing and storage services. The limit of the liability shall not be less than \$5,000,000.00 for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (ii) Garage liability insurance for all sums which the Service Provider shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by any occurrence or accident arising out of or related to the towing and storage services. The limit of liability shall not be less than \$5,000,000.00 for loss or damage resulting from any one accident or occurrence.
 - (iii) Comprehensive general liability insurance for a limit of not less than \$5,000,000.00 for each occurrence or accident arising out of or related to the towing and storage services or any operations carried out in connection with the provision of that service. The comprehensive general liability policy shall provide that the City and RCMP are named as an Additional Insured thereunder and that Policy is primary without any right of contribution from any insurance otherwise maintained by the City and/or RCMP.

The insurance policies shall be maintained continuously from the date of commencement of the towing and storage services provided under this Policy until the date that the City and/or RCMP certifies in writing completion of the towing and storage services.

The Service Provider agrees to submit certificates of insurance to the NCO i/c of West Kelowna Detachment prior to commencing the towing and storage services. Such certificates shall provide that 30 days written notice shall be given to the NCO i/c of West Kelowna Detachment prior to any material changes or cancellations of any such policy or policies.

- (g) A valid Insurance Corporation of British Columbia Vendors Number and Garage Policy issued to that individual or business and covering each vehicle being used to provide towing and storage services to, or on behalf of, the City.
- (h) A copy of the Qualification as a Vehicle Impound Lot Operator for the Vehicle Impound Program as set out by the Insurance Corporation of British Columbia and the Superintendent of Motor Vehicles.

C. Requirements:

- (a) The towing service provider must own/operate at least:
 - (i) one medium duty wrecker tow truck; and
 - (ii) one sliding deck tow truck; and
 - (iii) three wrecker tow trucks with wheel lifts;
all of which must be permanently stationed and used only within the City's municipal boundaries. The use of "agent for" status or use of non-corporate vehicles will not be permitted to bolster or maintain minimum equipment requirements.
- (b) The towing service provider must provide access to, and the on-call use of, at least one heavy duty tandem tow truck and a qualified and appropriately licensed operator(s) to operate the vehicle.
- (c) The towing service provider must provide access to a permanent, secure storage lot (the "Storage Lot"), within the City's municipal boundaries, for the securing of towed vehicles. The Storage Lot must have an on-site office, continuously staffed during the City's ordinary business hours, and must meet all provincial, municipal and other applicable legal requirements including those relating to storage of towed vehicles and to land use. The Storage Lot(s) must be a minimum of one quarter of an acre of compound space. The lot(s) must have a heated garage type building and the Contactor must allow the RCMP access to the building to conduct forensic examination as required by the investigative tows.

The Storage Lot must have at least one sign, in accordance with the City of West Kelowna Sign Bylaw that is clearly visible at the entrance to the lot, and includes:

- (i) the name of the individual or firm operating or using that Storage Lot in connection with towing services or for vehicle storage or impounding; and
- (ii) the address of the Storage Lot; and

- (iii) the name and telephone number of a contact person who may be reached for information during the hours that the Storage Lot is not open or not staffed.

Any vehicles impounded in the course of providing services to, or on behalf of the City, must be stored at that Storage Lot.

- (d) The Service Provider shall be responsible for all loss, costs, damages and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of the towing and storage services, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the City.
- (e) The Service Provider shall defend, indemnify and hold harmless the City from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of the towing and storage services, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the City.
- (f) The Service Contractor will sign an agreement with the City of West Kelowna confirming that all of the preceding conditions have been met and will be adhered to.
- (g) The towing charge rates are to be governed by the ICBC Towing and Storage Rate Payment Schedule.
- (h) It is the responsibility of the Service Provider, who has been awarded the contract, to meet any additional conditions set by the RCMP.

D. Termination:

The City may, in its sole discretion and without reason, terminate this Agreement upon written notice to the Contractor. The Contractor is not entitled to, and irrevocably waives and releases the City from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.