

1 [Emergency Interim Agreement for Towing, Storage and Disposal of Abandoned and Illegally  
2 Parked Vehicles.]

3 **Resolution approving the Emergency Interim Service Agreement and Property Use**  
4 **License for Towing, Storage and Disposal of Abandoned and Illegally Parked Vehicles**  
5 **by and between the City and County of San Francisco and TEGSCO, LLC, d.b.a. San**  
6 **Francisco AutoReturn, and a Transition Agreement between the City, San Francisco**  
7 **AutoReturn, and City Tow.**

8  
9 WHEREAS, To maintain public safety and health, the City is charged under the laws of  
10 the State of California with the authority and duty to keep City streets clear of abandoned and  
11 illegally parked vehicles; and,

12 WHEREAS, The Municipal Transportation Agency, through the Department of Parking  
13 and Traffic is responsible for removing illegally parked and abandoned vehicles from the City's  
14 streets; and,

15 WHEREAS, San Francisco Traffic Code section 163 requires the Department of  
16 Parking and Traffic to contract for the towing, storage and disposal of abandoned and illegally  
17 parked vehicles; and,

18 WHEREAS, The City removes approximately six thousand illegally parked vehicles  
19 from City streets each month; and,

20 WHEREAS, The City's former tow contractor, Pick Your Part/The City Tow ("City Tow")  
21 indicated on January 23, 2004 that it would no longer provide vehicle towing, storage and  
22 salvage services to the City after March 21, 2004; and,

23 WHEREAS, The City's inability to remove abandoned and illegally parked vehicles  
24 from the City's streets occasioned by City Tow's withdrawing its services was an unexpected  
25 occurrence and loss of public services that posed a threat to public health, safety and welfare

1 constituting a public emergency as defined in San Francisco Administrative Code section  
2 21.15; and,

3 WHEREAS, To avoid the aforesaid public emergency, the Municipal Transportation  
4 Agency Board of Directors authorized the Director of Transportation to execute an Emergency  
5 Interim Service Agreement and Property Use License for Towing, Storage and Disposal of  
6 Abandoned and Illegally Parked Vehicles ("Agreement") with TEGSCO, LLC, d.b.a. San  
7 Francisco AutoReturn ("AutoReturn"), for a term of March 22, 2004 to March 22, 2005, unless  
8 sooner terminated upon the City's execution of a long-term towing contract; and,

9 WHEREAS, The City is engaged in a competitive selection process to select a vendor  
10 to provide vehicle towing, storage and disposal services on a long-term basis, but the City  
11 could not have completed that process before March 22, 2004; and,

12 WHEREAS, The City obtained three proposals in response to a Request for Proposals  
13 issued by the Department of Parking and Traffic for a towing services vendor, and the City  
14 has relied on those proposals in selecting an emergency towing services contractor pursuant  
15 to Section 21.15(d) of the San Francisco Administrative Code; and,

16 WHEREAS, a selection committee comprised of four City employees and three  
17 persons from outside the City having expertise in the towing, storage and disposal of vehicles  
18 ranked AutoReturn the highest respondent/proposer to the City's Request for Proposals; and,

19 WHEREAS, the City consulted with SF Towing, the second ranked proposer, as to their  
20 availability to provide the required services; and

21 WHEREAS, the Department of Parking and Traffic selected AutoReturn to provide  
22 emergency towing services on an interim basis until a long-term contract can be negotiated  
23 and the Department of Parking and Traffic has negotiated an agreement by which AutoReturn  
24 would provide such services on an interim basis; and,

1           WHEREAS, The Municipal Transportation Agency Board on March 16, 2004 approved  
2 an agreement titled Emergency Interim Service Agreement and Property Use License for  
3 Towing, Storage and Disposal of Abandoned and Illegally Parked Vehicles by and between  
4 the City and County of San Francisco and TEGSCO, LLC, d.b.a. San Francisco AutoReturn  
5 ("Interim Agreement"); and,

6           WHEREAS, The City, AutoReturn and City Tow have negotiated a three-way Transition  
7 Agreement concerning the processes and work to be performed to facilitate transfer from City  
8 Tow to AutoReturn of the properties licensed to City Tow; and,

9           WHEREAS, A copy of the Interim Agreement and its attached ancillary License  
10 Agreements and the Transition Agreement are on file with the Clerk of the Board of  
11 Supervisors in File No. 040638, which is hereby declared to be a part of this resolution as if  
12 set forth fully herein; and,

13           WHEREAS, AutoReturn has agreed in the Interim Agreement to meet most of the City  
14 contracting requirements that may otherwise be waived for emergency contracts; and,

15           WHEREAS, The Controller has certified under Charter section 10.104.15 that the  
16 services provided under the Interim Agreement can be more practically performed under  
17 private contract at a lesser cost than similar work performed by City employees and has  
18 further certified that the City will realize annual cost savings from contracting towing, storage  
19 and disposal services between \$842,828 and \$2,637,332.; and,

20           WHEREAS, The Municipal Transportation Agency, through the Director of  
21 Transportation has determined that, pursuant to Sections 12P.7(b) and 12Q.6(3) of the San  
22 Francisco Administrative Code, the Interim Agreement is necessary to respond to an  
23 emergency that endangers the public health and safety and pursuant to Section 8A.101(g) of  
24 the San Francisco Charter, the Municipal Transportation Agency Board has authorized the  
25 Director of Transportation to waive the subcontractor requirements of the Minimum

1 Compensation Ordinance and Health Care Accountability Ordinance for the interim  
2 agreement; and;

3 WHEREAS, AutoReturn represents and warrants that it is qualified to perform the  
4 vehicle towing, storage and disposal services on an interim basis as required by the City; and,

5 WHEREAS, the pavement at the Pier 70 site must be repaired in order to prevent  
6 potential contamination of soil, ground and bay waters by chemicals that might leak from  
7 towed vehicles; and,

8 WHEREAS, City Tow is responsible for a portion of said repairs to the Pavement at  
9 Pier 70 and the City is responsible for the remaining portion of that work; and,

10 WHEREAS, Due to the particular conditions on the Pier 70 site and the need to  
11 expeditiously transfer the Pier 70 property from City Tow to AutoReturn, it is not possible to  
12 divide the required paving work between multiple paving companies; and,

13 WHEREAS, AutoReturn, City Tow and the City have agreed that City Tow will contract  
14 for all aforementioned repairs to the pavement and AutoReturn will reimburse City Tow for the  
15 City's portion of said work; and

16 WHEREAS, AutoReturn and the City have agreed that the City will reimburse  
17 AutoReturn for the City's portion of the paving work by waiving receipt of property license fees  
18 equal in value to the costs of the paving for which the City is responsible; now therefore be it

19 RESOLVED, That City Tow's abrupt and unilateral termination of its contract with the  
20 City to provide towing, storage and disposal of abandoned and illegally parked vehicles, City  
21 Tow's vacation of the Pier 70 property, and the City's inability to remove abandoned and  
22 illegally parked vehicles from the City's streets without the assistance of a tow vender, were  
23 unexpected occurrences and a loss of essential public services that posed an impending  
24 threat to public health, safety and welfare constituting an actual public emergency; and, be it  
25

1           FURTHER RESOLVED, That the Emergency Interim Service Agreement and Property  
2 Use License for Towing, Storage and Disposal of Abandoned and Illegally Parked Vehicles by  
3 and between the City and County of San Francisco and TEGSCO, LLC, d.b.a. San Francisco  
4 AutoReturn ("Interim Agreement") and the License Agreements appended thereto and the  
5 ancillary Transition Agreement are hereby approved.

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City and County of San Francisco

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

Tails  
Resolution

File Number: 040638

Date Passed:

Resolution approving the Emergency Interim Service Agreement and Property Use License for Towing, Storage and Disposal of Abandoned and Illegally Parked Vehicles by and between the City and County of San Francisco and TEGSCO, LLC, d.b.a. San Francisco AutoReturn, and a Transition Agreement between the City, San Francisco AutoReturn, and City Tow.

July 13, 2004 Board of Supervisors — ADOPTED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Gonzalez, Hall, Ma, Maxwell, McGoldrick, Peskin, Sandoval

File No. 040638

I hereby certify that the foregoing Resolution was ADOPTED on July 13, 2004 by the Board of Supervisors of the City and County of San Francisco.

JUL 22 2004

Date Approved

Gloria L. Young  
Clerk of the Board

Mayor Gavin Newsom