

CITY OF SANTA ROSA  
CITY COUNCIL

TO: MAYOR AND CITY COUNCIL  
SUBJECT: RESOLUTION TO APPROVE THE EXTENSION OF THE  
FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES  
FOR THE CITY OF SANTA ROSA  
STAFF PRESENTER: KATHRYNNE ESCH, FIELD AND EVIDENCE TECHNICIAN  
POLICE DEPARTMENT  
AGENDA ACTION: RESOLUTION

---

ISSUE(S)

Shall the City of Santa Rosa approve and authorize the extension of the Franchise Agreement for Vehicle Tow Services for the City for police-generated tows?

BACKGROUND

1. On July 13, 2004 the City adopted a resolution authorizing the Council to grant franchises to one or more tow operators for police generated tow services and requires the payment of a franchise fee to cover the cost of the program.
2. Tow operators placed on the City's Rotation Tow List are permitted to provide tow services to remove stopped, standing, parked, and hazardous vehicles from public streets, roads and private property. Qualified operators provided this service on a rotating basis. They also provide qualified storage facilities.
3. Department staff is responsible for meeting regularly with local tow operators, insuring compliance with the law and the tow agreement, collecting CHP 180 (tow report) forms from officers and confirming they are properly completed, and insuring that notifications as required by the vehicle code are mailed out within 48 hours.

ANALYSIS

1. California Vehicle Code (CVC) 12110 authorizes a public agency to charge a fee in connection with the award of a franchise for towing vehicles on behalf of the public agency ("franchise fee"). The franchise fee "may not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program."

2. The current Franchise Agreement for Vehicle Tow Services will expire on August 31, 2009 and remains set at fifty thousand dollars (\$50,000) per annum divided by the number of tow franchises in effect on September 1, 2009. Council may adjust the fee on July 1 of each year.
3. The new Franchise Agreement for Vehicle Tow Services will be extended for another five year term.

### RECOMMENDATION

The Police Department recommends that the Council approve and authorize the extension of the Franchise Agreement for Vehicle Tow Services and also authorizes the Chief of Police to execute the Franchise Tow Agreements.

Author: Michelle A. Comerford

Attachments:

- Franchise Agreement for Vehicle Tow Services

## **FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES**

This Franchise Agreement (“Agreement”) is between the City of Santa Rosa ("CITY"), and \_\_\_\_\_, ("OPERATOR").

### **RECITALS**

- A.** CITY requires tow services in the exercise of its police powers as necessary or appropriate to the general welfare of its citizens.
- B.** The CITY has adopted an ordinance requiring a Tow Company to enter into a franchise agreement for police generated tow operations.
- C.** OPERATOR desires to obtain a non-exclusive franchise permitting OPERATOR to provide tow services expeditiously to remove stopped, standing, parked, and hazardous vehicles from public streets, roads and private property. This service will be provided on a rotating basis with other similarly qualified OPERATORS who have been granted a non-exclusive franchise by CITY.
- D.** In consideration of OPERATOR'S promise to be available to provide the scope of services as set forth herein, and abide by the terms of this Franchise Agreement; the CITY grants OPERATOR a non-exclusive franchise to perform tow services within the City of Santa Rosa.
- E.** The parties have negotiated the terms pursuant to which OPERATOR will provide such services and have herein reduced such terms to writing.

### **TOW SERVICE AGREEMENT**

NOW, THEREFORE, CITY and OPERATOR, in consideration of the mutual promises set forth herein, hereby agree as follows:

## SECTION 1. ROTATION LIST

A. The CITY shall maintain one list of all contracted tow vendors with the City, not to exceed 10 tow vendors at any one time. This list of vendors will comprise the “Rotation Tow List” that will govern dispatches to rotation tow requests. Class C and D tows will have a separate “Heavy Vehicle Rotation Tow List” to be used in connection with services hereunder. Any contractor who obtains a class C or D tow truck during the duration of this agreement may ask to be added to the “Heavy Vehicle Rotation Tow List” after any tow truck has been inspected by the City to the City’s satisfaction.

1. Operators agree to tow rotation tows, as dispatched, Monday through Sunday, at any time during the 24 hr. period. Vehicles towed for California Vehicle Code Sections 22651(O) or 22651(K) VC will only be towed during the hours of 8:00 a.m. to 5:00 p.m. and will not be towed on Sundays.
  - a. Vehicles considered to be abandoned under Sections 22669(a) or 22669(d) VC will be handled through the CITY’S abandoned vehicle abatement program.
2. Some larger vehicles, such as motor homes and trailers may need to be towed as rotation tows. These larger vehicles can pose unique difficulties in towing and disposal. The CITY will make arrangements with an OPERATOR to handle these **exceptional cost** vehicles on a case by case basis. Examples of such vehicles can be found in Attachment C.
  - a. Operators shall tow these vehicles if they are being towed for a vehicle code section other than 22669(a) or 22669(d) VC and the Operator has the appropriate type of equipment to tow the vehicle in question.
  - b. The City may assist with arranging for the disposal of any garbage, hazardous materials or contents of such vehicles, and may assist with facilitating the storage and/or disposal of a vehicle if it is oversized or it is not claimed by the registered owner after the required storage time frame has been met and any lien sale process has been completed.
3. An OPERATOR who refuses/fails to respond to a rotation tow request will be suspended from the Rotation Tow List for two cycles of the Rotation Tow List. An OPERATOR that repeatedly (more than 3 times) fails to respond to rotation tow requests will be subject to longer suspensions and possible cancellation of this agreement.

B. Only the CITY shall dispatch an OPERATOR to provide services covered by this Agreement. The CITY shall dispatch the OPERATOR at the top of the Rotation Tow List.

1. A call to an OPERATOR shall constitute one turn on the list and the OPERATOR shall then be moved to the bottom of the list.
2. The CITY shall call the next OPERATOR on the list when an OPERATOR:
  - a. fails to answer the phone;
  - b. is unable to provide a service;
  - c. is unable to respond;
  - d. is canceled due to excessive RESPONSE TIME (20 to 30 minutes, but circumstances may vary based on a variety of factors including the location of the vehicle).
  - e. refuses to provide service or respond.
3. An OPERATOR who is unable to provide storage space in response to a call will be removed from the Rotation List for 24 hours or until storage space is made available, whichever is greater.
4. When the CITY determines that the OPERATOR who was dispatched is not needed and the call is canceled by the CITY up to and including arrival at the scene and standby time which does not result in a tow, there shall be no charges and the OPERATOR will be placed back on top of the list.

**C.** If the operator responds to a CITY call and is canceled by the vehicle's registered owner or agent prior to the operator taking possession of the vehicle, there shall be no charge and the operator shall be placed back at the top of the list.

1. Possession is deemed to arise when the vehicle is removed and is in transit or when vehicle recovery operations or load salvage operations have begun Section 3068.1[a] of the Civil Code.

**D.** If service has begun and is canceled by the vehicle's owner or agent, charges shall not exceed one half of the regular towing charge for the actual time expended on the call.

**E...** If two or more OPERATORS are required at the same incident, the incident commander shall have the discretion to assign OPERATORS to the vehicles to be towed.

1. The incident commander may direct an OPERATOR to move vehicles to help clear a roadway or for lifesaving operations. OPERATORS shall provide the requested assistance at no charge.

- F.** Nothing in this Agreement shall prohibit an incident commander, supervisor or scene manager, from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently at the top of the list. In such an instance, the selected company would then go to the bottom of the list and those tow companies which were by-passed, would remain in the same list order.

## **SECTION 2. TOW TRUCK CLASSIFICATIONS**

**A.** An OPERATOR shall equip and maintain tow truck(s) covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the specifications contained in this Agreement, and in a manner consistent with industry standards and practices.

- 1.** An OPERATOR shall equip and maintain a minimum of two trucks and one car carrier. These trucks shall be equipped to tow car trailers and boat trailers.
- 2.** An OPERATOR may equip and maintain any combination of classes of tow trucks to meet the minimum requirement established in 3.A.1.

**B.** There are four classes of tow trucks covered under this Agreement.

**1.** Class A - Light Duty.

**a.** An OPERATOR shall maintain a minimum of one tow truck with a manufacturer's Gross Vehicle Weight Rating (GVWR) of 10,000/14,000 to 19,500 pounds with wheel lift capability. In addition the OPERATOR may have a car carrier. Class A equipment specifications can be found in Attachment B of this Agreement.

**(1)** An OPERATOR who has a car carrier may be exempted from the wheel lift capability requirements. However, the car carrier must be in addition to the class A vehicle.

**2.** Class B - Medium Duty.

**a.** An OPERATOR shall maintain at least one tow truck with a manufacturer's Gross Vehicle Weight rating (GVWR) of 19,501 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment specifications can be found in Attachment C of this Agreement.

**(1)** An OPERATOR may also have a carrier. However, the carrier must be an additional unit.

**3. Class C - Heavy Duty.**

- a.** An OPERATOR shall maintain at least one tow truck with a manufacturer's Gross Vehicle Rating (GVWR) of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class C equipment specifications can be found in Attachment B of this Agreement.

**4. Class D - Super Heavy Duty.**

- a.** An OPERATOR shall maintain at least one three-axle tow truck with a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class D equipment can be found in Attachment B of this Agreement.

**C.** The OPERATORS shall maintain auxiliary equipment necessary to tow various types of vehicles. A listing of service and auxiliary equipment for each classification can be found in Attachment B of this Agreement. Tie downs (straps), safety chains and drag (i.e., "tow lights") lights will be used on all tows.

- 1.** A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck is grounds for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing.
- 2.** All trucks will be equipped with a broom, shovel and absorbent material that can be utilized to clean up fluid spills. Repeated violations of this section could result in discipline/suspension from the rotation tow list.
- 3...** Operators shall be proficient in utilizing "lock-out" kit equipment. Repeated violations of this section could result in discipline/suspension from the rotation tow list.

**SECTION 3. TOW DRIVERS**

**A.** All rotation tow truck drivers will attend and successfully pass, a certified tow truck driver training course meeting the requirements of the California Highway Patrol. The CITY may waive this requirement for a period of up to six months in instances where a company has no drivers who have completed a certified tow truck driver-training course and the lack of training is due to a loss of trained employees. The operator shall ensure that tow truck drivers responding to calls initiated by the CITY have completed a certified tow truck drivers training course and are qualified and competent

employees of the operator's company. An OPERATOR shall represent that only qualified and competent tow drivers respond to calls initiated by CITY. Tow drivers shall be at least 18 years old and possess the following minimum Class Driver's License:

1. Class A Tow Truck - A valid Class C (3) license, or a valid Class A (1) license with valid medical certificate.
2. Class B Tow Truck - A valid Class A (1) license with valid medical certificate.
3. Class C Tow Tuck - A valid Class A (1) license with valid medical certificate.
4. Class D Tow Truck - A valid Class A (1) license with valid medical certificate.

**B.** The Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. (Refer to Attachment B.)

**C.** The OPERATOR shall maintain a current list of drivers.

1. The OPERATOR shall provide a current list to the CITY. The OPERATOR shall notify the CITY within 7 days of any hiring of new drivers or termination of current drivers.
2. The Operator shall provide a copy of the certified tow truck drivers training certificate to the CITY within 7 days of any hiring of new drivers or termination of current drivers.
3. The OPERATOR, shall as a minimum, maintain the following information for each employee:
  - 3.1 Full Name
  - 3.2 Date of Birth
  - 3.3 California Driver License Number
  - 3.4 Copy of valid medical certificate (if required)
  - 3.5 Job Title/Description
  - 3.6 Current Home Address
  - 3.7 Current Home Phone Number
  - 3.8 Types of trucks the driver is trained and instructed to operate
  - 3.9 A copy of the tow truck driver training course certificate



4. All tow truck drivers and owner/operators shall be enrolled in the Employer Pull Notice Program (EPN) with the Department of Motor Vehicles. The OPERATOR shall provide a current list of drivers and a copy of the current EPN Program report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN Program.
  - a. Upon the addition of new drivers, an operator will be granted a maximum of 30 days to enroll drivers in the Pull Notice Program.
  - b. Pull Notices shall be kept on file, signed, and dated by the operator.
  - c. The CITY may require an operator to provide copies of Pull Notice Reports to the CITY.
  
5. All rotation tow drivers will be fingerprinted as part of the background check process. Drivers will not be eligible to drive for the City until the fingerprinting has been completed and proof has been provided to the City. Drivers may operate in a “trainee” status with a certified driver pending the return of the results of the fingerprint check. Drivers found to have convictions for any of the violations specified in Section 13377 (a) of the California Vehicle Code shall not be permitted to drive a tow truck for an OPERATOR while providing services pursuant to this Agreement.

**D. UNIFORMS:** CITY rotation tow drivers shall wear an identifiable uniform displaying the company name while engaged in CITY rotation tow operations. A name identification badge shall be worn at all times while conducting tow operations. The badge must show a photograph of the driver and driver signature. If at any time an unauthorized driver is found to be operating a tow truck while providing services pursuant to this Agreement, the company shall be suspended for seven (7) days. All rotation tow drivers shall wear the federally mandated traffic safety vests or reflectorized uniform shirts while out of their vehicle engaged in rotation tow operations.

**E. PERSONAL APPEARANCE:** City rotation drivers shall represent a professional image. An unacceptable representation would include: unbathed, excessively dirty/torn uniform, excessive or offensive body art or piercings.

**F. DEMEANOR AND CONDUCT:** While involved in CITY rotation tow operation or related business, the tow OPERATOR or employee shall refrain from any acts of misconduct including, but not limited to any of the following behavior:

1. Rude or discourteous
2. Lack of Service, selective service or refusal to provide service which the Operator is capable of performing.
3. Any act of sexual harassment or sexual impropriety.

4. Unsafe driving practices.
5. Exhibiting any objective symptoms of alcohol or drug use.
6. Appearing at the scene of a CITY rotation tow call with the odor of of an alcoholic beverage emitting from his/her breath.
  - a. The OPERATOR or tow truck driver shall submit to a preliminary alcohol screening test upon demand of the CITY if an odor of an alcoholic beverage is detected.

#### **SECTION 4. COMPLIANCE WITH FRANCHISE AWARD**

A. In executing this Agreement, Operator agrees to and shall abide by all requirements of Santa Rosa City Code Chapter 6-84 as the same may be amended from time to time which is incorporated herein by reference as though fully set forth herein.

#### **SECTION 5. FRANCHISE FEES**

A. Operator shall pay to City any franchise fee established by City to reimburse City for its costs in connection with the police-generated towing program. However, in the event City establishes or increases an established franchise fee during the term of this Agreement, Operator may, notwithstanding any other provisions of this Agreement, unilaterally terminate this Agreement and forfeit the granted franchise upon giving the City thirty (30) days written notice of termination. In such case, Operators shall only be responsible for the proportion of the franchise due for the time prior to termination.

#### **SECTION 6. FRANCHISE FEE PAYMENT**

A. On or before September 1, of each year, operator shall pay to City the annual franchise fee for that fiscal year. The fee shall be set in accordance with the provisions of Santa Rosa City Code Chapter 6-84 and by resolution of the City Council. The fee per operator shall be determined by dividing the total franchise fee established by the City by the number of operators holding franchises on July 1 of each year.

B. City will send each operator an invoice specifying the fee for the fiscal year on or before August 1 of each year. The fee shall be due and payable within thirty (30) days of receipt by operator.

C. Failure to remit the franchise fee to CITY when due shall result in the imposition of a late

fee of two-percent (2%) per month until paid. If the operator fails to pay the franchise fee for more than (90) ninety days after the due date, the City shall have the option to terminate this agreement or remove the operator from the tow rotation until the franchise fee is paid pursuant to Section 18.

**D.** Operator shall pay all required franchise fees to:

City of Santa Rosa  
Administrative Services Department  
P.O. Box 1673  
Santa Rosa, Ca. 95402

## **SECTION 7. RATES**

**A.** Fees charged for all tow calls originating from the CITY shall be reasonable, valid and not in excess of those rates established by the CITY. Those rates are as follows:

|      |             |                 |
|------|-------------|-----------------|
|      | \$190.00    | Hourly Rate     |
| Rate | \$45.00/day | Inside Storage  |
| Rate | \$45.00/day | Outside Storage |

**B.** Rate requirements represent the maximum an operator may charge on a CITY call. An OPERATOR is not precluded from charging less when deemed appropriate by the OPERATOR.

**C.** Any OPERATOR who charges rates above the submitted rates for a CITY call shall be subject to disciplinary action, including but not limited to return of any amounts received in excess of the maximum rates.

**D.** OPERATORS may only raise rates during the enrollment period or upon approval after a midterm review.

- 1.** The OPERATOR shall submit a proposed hourly rate to the Hearing Officer for Class B-D tows. The Hearing Officer shall then review the rates based upon the following:
  - a.** Based upon the average of the other proposed rates submitted.
  - b.** Based upon rates charged for similar services.
  - c.** Based upon rates adopted by other public agencies.
  - d.** Based upon rates of other tow operators.

**E.** The total time for towing shall be computed from TIME OF CALL TO END OF SERVICE. All time shall be charged at the hourly rate. The OPERATOR may charge a minimum of sixty minutes per call. All time spent on a call in excess of sixty minutes shall be charged in 15 minute increments. There shall be no additional charges (e.g. mileage, labor, etc.). Any secondary towing requested by a customer is subject to negotiation between the OPERATOR and the customer. The OPERATOR shall inform the customer of all differences in the hourly rate for the secondary towing service and provide an estimate of the final cost.

**F.** Charges for service calls (e.g., out of gas, lockouts, etc.) shall be computed from TIME OF CALL TO THE END OF SERVICE. Service calls are charged at the hourly rate with a minimum of thirty-minutes per call. Charges in excess of thirty minutes shall be charged in fifteen-minute increments.

**G.** Fees for special OPERATIONS

- 1.** For special OPERATIONS involving Class B, C, or D tow trucks, the OPERATOR shall submit the proposed fees to the Hearing Officer for VEHICLE RECOVERY OPERATIONS and LOAD SALVAGE OPERATIONS. Charges in excess of thirty minutes shall be charged in fifteen-minute increments.
  - a.** Hourly rates shall be established by the Hearing Officer for the following:
    - (1)** Auxiliary equipment, e.g. airbags, converter gear/dolly, additional trailer, etc.
    - (2)** Contracted equipment, e.g. airbags, converter gear/dolly, additional trailers, forklifts, scoop loaders, etc.
    - (3)** Contract labor.
- 2.** Regardless of the class of tow truck, charges shall not be more than the class of vehicle towed or serviced, except when VEHICLE RECOVERY OPERATIONS require a larger class of truck.

**H.** The extra fees charged for after-hours release shall not exceed one-half the regular hourly rate. "After hours" means weekdays between 5:00 p.m. and 8:00 a.m., all weekends and HOLIDAYS.

**I.** Storage fees.

- 1.** Inside storage fees shall only be charged when inside storage is requested by the CITY, registered owner, legal owner, insurance company or when the inside storage can be justified by the OPERATOR.

2. The OPERATOR shall submit their proposed storage fees for inside and outside storage to the Hearing Officer. The Hearing Officer shall determine the fees for inside and outside storage fees.
3. The OPERATOR shall display in plain view at all cashiers' stations a sign as described in California Civil Code Section 3070 disclosing all storage fees and charges in force, including the maximum storage rate.

**J.** Owners of vehicles stored 24 hours or less shall be charged no more than one day of storage pursuant to Section 3068.1(a) of the Civil Code (C.C.).

1. If the vehicle is released from storage after 24 hours has lapsed, charges may be allowed on a full, calendar-day basis for each day of storage, or portion thereof pursuant to Section 3068.1(a) CC.
2. Storage of vehicles in combination should be charged a per vehicle rate except for dollies, con-gear, vehicle on a car carrier/trailer, etc.

**K.** The schedule of rates charged by the OPERATOR shall be available in the tow truck and shall be presented upon demand to person(s) for whom the tow services were provided, or their agent, or the police officer at the scene.

## **SECTION 8. RESPONSE TO CALLS**

**A.** The OPERATOR shall respond to calls 24 hours a day, seven days a week, within the MAXIMUM RESPONSE TIME. At the time of notification the OPERATOR will advise dispatch when the OPERATOR is unable either to respond or to meet the MAXIMUM RESPONSE TIME.

**B.** If, after accepting the call, the OPERATOR is unable to respond or will be delayed in responding, the OPERATOR shall immediately notify the Santa Rosa Police Department Communications Center.

**C.** An appropriately licensed OPERATOR or tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle and be in possession of the appropriate class of license and applicable endorsements.

**D.** A failure to adequately respond to rotation tow calls, and/or repeated (more than 3 times) failures to meet the MAXIMUM RESPONSE TIME requirements, shall result in disciplinary action including, but not limited to suspension of this Agreement.

**E.** When an OPERATOR will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, the OPERATOR shall notify the CITY at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.

**F.** Only tow truck personnel and equipment requested shall respond to a CITY rotation tow call. A driver bringing a girl/boyfriend, spouse, children or dog is not allowed.

1. Exception would be sending a tow truck driver trainee with an approved rotation tow truck driver only if the appropriate requirements and documentation has been submitted to the CITY for the trainee.

**G.** There may be times when the OPERATOR/employee assigned the initial call may require assistance from an additional OPERATOR/employee.

1. The assigned OPERATOR/employee may make such a request to the scene manager for additional assistance.

**H.** When an OPERATOR who was not called to a scene comes upon a collision scene where a vehicle or vehicles are blocking a roadway, an officer may request the OPERATOR'S assistance in clearing the roadway. In such a case, the OPERATOR may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance. The assistance provided shall not change the OPERATOR'S place in the rotation.

**I.** If the OPERATOR questions or disputes the rotation tow list or its use, the OPERATOR shall **not** contact Santa Rosa Police Communications. All questions and disputes shall be referred in writing to the Hearing Officer during business hours, Monday through Friday, excluding HOLIDAYS.

**J.** It shall be the responsibility of the OPERATOR to remove or clean from the scene of the collision any liquid, glass, or debris from the scene excluding flammable substances. Failure to do so will result in a request for the OPERATOR to return to the scene to complete the clean-up. Repeated complaints that the OPERATOR has failed to comply with this section will result in discipline.

## **SECTION 9. STORAGE FACILITY**

**A.** The OPERATOR shall provide security for vehicles and property at the place of storage. At a minimum, the OPERATOR shall maintain an office at one of the facilities listed in the application. That office shall be staffed by an adult during the BUSINESS HOURS (8:00 a.m. to 5:00 p.m. Monday through Friday). Any change in the location of the office shall have the prior written approval of the CITY. Either a fenced or a closed area for storage shall be used.

**B.** Storage facilities owned by an OPERATOR and shared with another OPERATOR shall only be approved if the owner/OPERATOR charges for the space exclusively on a flat monthly rate rather than a vehicle by vehicle basis, or combination thereof.

**C.** Storage facilities shared by OPERATORS or other business establishments not owned by the OPERATOR, shall be physically separated and secured from each other.

**D.** Vehicles with open windows, roofs (excluding vehicles with major damages from collisions), shall be stored inside to protect the interior of the vehicles from adverse weather conditions. In the case where no inside storage is available, the vehicle shall be covered with a tarp. The OPERATOR is responsible for the care, custody, and control of any property contained in towed or stored vehicles.

1. The OPERATOR shall release personal property from the vehicle to the vehicles owner or their agent upon demand pursuant to California Vehicle Code Section 22851(b). No property shall be released to anyone other than the registered owner without written, signed authorization from the registered owner.
  - a. Personal property is considered to be items which are not affixed to the vehicle.
2. A receipt shall be provided for the removed property, with a copy placed in the stored vehicle. This procedure shall also apply to the removal of property by the tow OPERATOR or their employee to a secured area within the business.
  - a. At no time will any property be released or removed from an **IMPOUNDED** vehicle (seized and ordered held by a peace officer without the proper written release from the SANTA ROSA POLICE DEPARTMENT).
3. No fee shall be charged for the release of personal property during normal business hours pursuant to Section 22581(b) VC.
  - a. The maximum charge for a non-business hour's property release shall be one-half the hourly tow rate charged, or less, for initially towing the vehicle pursuant to Section 22851(b) VC.

**E.** The primary storage facility shall be at the same location as the business address. If the primary storage facility is not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. OPERATOR shall provide prior notice of the use of a new storage facility that is not listed on the OPERATOR'S application for Franchise Agreement and the Hearing Officer may add the new storage facility to this Agreement.

1. Additional storage facility locations approved for use under this Agreement shall be identified in an amendment and kept with this Agreement.

**F.** For the purpose of this Agreement, normal business hours shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays:

1. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.
2. Business hours shall be posted in plain view to the public.
3. Employees shall be trained to conduct business transactions related to towing, storage and release of vehicles/property.

**G.** An **IMPOUNDED** vehicle shall be released only upon written authorization from the Santa Rosa Police Department.

1. In the event the registered owner of an impounded vehicle signs over the title of the vehicle to the OPERATOR in lieu of towing and storage fees, prior to the end of the 30 day impound (14602.6 CVC impound), the OPERATOR shall keep the vehicle in impound for the remainder of the 30 days. At the end of the 30-day impound period the OPERATOR will be required to obtain a "no fee" release from the CITY in order to take full custody of the vehicle.
2. There shall be no fee charged for recovery of personal property from an impounded vehicle by the Santa Rosa Police Department. The only fees that may be charged to a person authorized by the SANTA ROSA POLICE DEPARTMENT to obtain personal property from an impounded vehicle are after-hours charges, if applicable, and as defined herein.

**H.** A vehicle that is not impounded shall be released upon request of a registered owner or a person in control of the vehicle, pursuant to California Vehicle Code Section 22850.3. It is the duty of the tow company having possession of the vehicle to advise the person making this request of any and all related additional fees for services.

## **SECTION 10. INSURANCE**

**A.** OPERATOR shall maintain in full force and effect all of the insurance coverage described below in this Section 10. Maintenance of the insurance coverage as set forth in this Section 10 is a material element of this Agreement and a material part of the consideration provided by OPERATOR in exchange for the CITY's agreement hereunder. Failure by OPERATOR to (i) maintain or renew coverage, (ii) provide the CITY notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the CITY as a material breach of this Agreement by OPERATOR, whereas the CITY shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the



foregoing, any failure by OPERATOR to maintain required insurance coverage shall not excuse or alleviate OPERATOR from any of its other duties or obligations under this Agreement. The following are the insurance requirements for this Agreement:

1. Business Automobile Liability (as required by California Vehicle Code Section 16500.5) - Bodily injury and property damage with a combined single limit of not less than \$1,000,000. These minimum standards are to include owned, non-owned, and hired auto coverage.
2. Uninsured Motorist - Legal minimum, combined single limit.
3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the tow truck.
  - a. Class A Tow Truck \$ 50,000
  - b. Class B Tow Truck \$100,000
  - c. Class C Tow Truck \$200,000
  - d. Class D Tow Truck \$250,000
4. Garage liability includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
5. Garage keeper's liability shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the OPERATOR in the storage yard.
6. Workman's Compensation Insurance as required by the State of California and Employee's Liability Insurance of \$1,000,000.
1. The OPERATOR shall furnish the City with a Certificate of Insurance as evidence that the insurance required is in effect. The certificate shall name the "City of Santa Rosa, its officers, agents, and employees" as additional insured by endorsement under the policy and shall provide that the coverage shall be primary coverage as to such additional insured.

## **SECTION 11. RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT**

**A.** The OPERATOR shall assume the defense of, including settlement of, and indemnify and save harmless the City, its officers, agents, and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from the performance of the Agreement or work hereunder, regardless of responsibility for negligence (including costs and expenses, which include attorney's fees, incurred in connection therewith) and from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Agreement, regardless of responsibility for negligence (including costs and expenses, which include attorney's fees, incurred in connection therewith), but excluding liabilities due to the sole active negligence or willful misconduct of the CITY, its employees, officers and agents.

## **SECTION 12. INSPECTIONS**

**A.** CITY shall have the right to inspect all tow trucks annually. At the written request of the OPERATOR the CITY will inspect a tow truck within seven calendar days of the request unless urgent attention is warranted. The Hearing Officer may conduct additional inspections without notice to the OPERATOR during business hours. The OPERATOR shall use only tow trucks that have been inspected and approved by the CITY.

- 1.** The OPERATOR shall not dispatch a tow truck which has not been inspected and approved by the CITY.

**B.** The City may inspect the storage facility at any time during normal business hours without notice to the Operator. The purpose of such inspections is to ensure that the Operator is providing a reasonably safe and clean facility in which vehicles are stored and where contact with the public occurs. The City may determine what is reasonably safe and clean. Failure to maintain the facility at a minimum level of cleanliness or failure to provide a safe environment may result in action as outlined in section 15 of this agreement, Suspension and Termination of Agreement Due to Non-Compliance.

**C.** Lien Sale records of vehicles towed or stored under this Agreement shall be available to the City for review. No Lien sale fee may be charged when any vehicle is released prior to 72 hours. Lien sale fees shall be in compliance with California Vehicle Code Section 22851.12. For clarification, if a vehicle is towed on a Friday, and a release is authorized the following Monday, prior to 72 hours, no lien sale fee will apply.

**D.** The OPERATOR shall also maintain all tow records of services, including a description of vehicles towed, time, location of calls, and total itemized costs of towing and storage. The CITY may inspect, without notice, OPERATOR'S records during business hours.

- 7.** Records shall be maintained and available for inspection for a period of four years from the date of the service provided.

## **SECTION 14. FINANCIAL INTEREST**

**A.** No OPERATOR or applicant shall be directly involved in the towing related business of any other OPERATOR or applicant. Any person has a financial interest when that person owns an interest in or is an officer, partner, or member of any business or association, or venture, whether for profit or not, which is an OPERATOR. Directly involved means anything in common between OPERATORS or applicants with regard to any of the following: (1) business licenses; (2) insurance; (3) tow truck or equipment ownership; and (4) employees

**B.** The sale and/or transfer of interest in a tow company shall immediately terminate this Agreement unless otherwise agreed in writing by the City. The individual or entity that acquires the interest must apply for a new franchise as the new entity.

## **SECTION 15. ANNUAL MEETINGS**

**A.** The Hearing Officer or his designee will conduct an annual meeting to discuss issues concerning the Tow Rotation or franchise. This meeting shall be mandatory for the OPERATOR. The CITY will give the OPERATOR 30 days written notice of these meetings **and will be scheduled prior to the CITY's annual budget hearings in June of each year.**

**1.** If an OPERATOR or OPERATOR's designee fails to attend the annual meeting, the OPERATOR may be removed from the "Tow Rotation List".

## **SECTION 16. WAIVER OF REQUIREMENTS**

**A.** The Field Services Division Captain shall determine any applicable Waiver of Requirements with the exception of insurance and certain legal requirements which may be referred to the City's Risk Management or City Attorney's Office.

- 1.** Waiver of Requirements is a written modification of this Agreement for a specific and temporary period from selected terms and conditions of the Tow Service Agreement. A written request for a waiver may be made by either party.
- 2.** Waiver of Requirements shall be in effect no longer than six months. The waiver period will be set by the Field Services Division Captain and notification thereof will be sent to the OPERATOR. Upon expiration of the waiver period, this Agreement is terminated unless the operator is in compliance with the terms herein.
- 3.** No waiver will be granted for legal or safety requirements.

## **SECTION 17: COMPLIANCE WITH LAW**

**A.** The OPERATOR shall at all times comply with Federal, State, and local laws and ordinances.

**B.** Any felony conviction of an owner of a tow service involving stolen or embezzled vehicles, fraud related to the towing business, stolen property, crimes of violence, fraud of any type, or moral turpitude shall be cause for termination of the Agreement.

**C.** City personnel, as well as tow operators and their employees, shall not be offered nor accept gratuities pursuant to Section 12110(a) VC.

**SECTION 18. COMPLIANCE WITH FRANCHISE AGREEMENT; COMPLAINTS; DISCIPLINE**

A. The OPERATOR shall comply with each and every term and condition of this Agreement. Failure by the OPERATOR or their agent to comply with the terms and conditions of this Agreement may be cause for suspension or termination of the Agreement by CITY, including but not limited to any violation of equipment requirements, safe loading requirements or matters related to safety, as well as overcharging or failure to maintain proper licenses. Any conduct endangering the public or bringing discredit on the CITY will also be a basis for suspension or termination of this Agreement by CITY, in CITY's reasonable discretion.

B. All tow service complaints received by the CITY against the OPERATOR or his/her employee(s) or initiated by the CITY, will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the CITY may initiate disciplinary action as deemed appropriate. In any event, the OPERATOR will be notified in writing of the results of any investigation within thirty (30) days. Should the filing of criminal charges be a possibility, the CITY will conduct the investigation to conclusion or assist the lead investigating agency and, if warranted, request prosecution.

C. Upon the CITY's determination of a violation of this Agreement by OPERATOR, the CITY may take disciplinary action against OPERATOR, which may include a letter or reprimand, suspension or termination of this Agreement as the CITY may deem appropriate. The CITY shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of the franchise agreement. Nothing herein shall be deemed to prohibit the CITY from immediately suspending or terminating any OPERATOR or employee whose conduct, in the opinion of the CITY, is deemed to be a danger to the motoring public, or who has engaged in conduct constituting a flagrant violation of the Franchise Agreement. Furthermore, OPERATOR agrees that it shall comply with terms of any disciplinary action reasonably imposed by CITY. Failure to so comply may result in subsequent disciplinary actions by CITY. Nothing shall preclude the CITY from taking the appropriate enforcement or administrative action for any violations of law.

**SECTION 19. HEARING/APPEAL**

A. OPERATOR may request a hearing in writing within three (3) business days of receipt of any notice of disciplinary action taken by CITY hereunder. The request for a hearing must be received by the CITY within three business days of the service of notice of discipline. The HEARING OFFICER shall set a hearing within ten business days from receipt of the request for a hearing. Each party shall be allowed to present information to the HEARING OFFICER regarding the appropriateness of the action taken by CITY.

**SECTION 20. TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE**

**A.** This Agreement terminates on August 31, 2011, unless terminated sooner by CITY in accordance with Section 18 above or this Section 20. The CITY reserves the right to extend this Agreement annually for three successive years.

**B.** The CITY shall have the right to terminate this Agreement for convenience upon not less than ninety (90) days written notice to OPERATOR in the event that CITY determines circumstances pertaining to CITY's Tow Franchise so warrant.

**SECTION 21. EQUIPMENT SPECIFICATION AND EXCEPTIONAL COST ATTACHMENTS**

**A.** Attachment A contains a listing of tow truck equipment specifications and requirements applicable to all Rotation Tow operators. Attachment B contains approved additional storage facilities of OPERATOR. Attachment C contains "Exceptional Cost" Vehicle Criteria.

**SECTION 22. NOTICES**

**A.** Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

**CITY:**

Doug Schlieff  
Traffic Sergeant  
Santa Rosa Police Department  
965 Sonoma Avenue  
Santa Rosa, CA 95404

**OPERATOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice given as provided here will be deemed given the business day after the notice is mailed to either of the people listed above.

**SECTION 23. INDEPENDENT CONTRACTOR**

**A.** The parties intend that OPERATOR, in performing services herein specified, shall act as an independent contractor and shall have control of their work and the manner in which it is performed. The OPERATOR shall be free to contract for similar services to be performed for other employers

while under this Agreement with CITY. OPERATOR is not considered to be an agent or employee of CITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by CITY for its employees.

**SECTION 24. ENTIRE AGREEMENT**

A. This Agreement is the entire Agreement between the parties.

**SECTION 25. MODIFICATION**

A. This Agreement shall not be modified except in writing executed by all parties.

**SECTION 26. TIME OF PERFORMANCE**

A. OPERATOR shall begin work under the rotation list upon receipt of a written notice to proceed from the CITY and shall thereupon work diligently and continuously to provide all the required services and activities described herein.

**SECTION 27. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

A. OPERATOR hereby represents and warrants to the CITY that it is (a) is a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. OPERATOR hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on OPERATOR in accordance with the terms hereof.

B. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

C. The City of Santa Rosa and OPERATOR have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

OPERATOR:

CITY OF SANTA ROSA  
A Charter City

\_\_\_\_\_  
[insert legal name and entity, as applicable]

By \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Title \_\_\_\_\_  
Chief of Police

Taxpayer ID # \_\_\_\_\_

APPROVED AS TO FORM  
City Attorney

Social Security # \_\_\_\_\_  
[Not required for corporation]

By \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## DEFINITIONS

1. FIELD SERVICES DIVISION CAPTAIN

The Police Captain in charge of the Traffic Bureau.

2. BUSINESS HOURS

“BUSINESS HOURS” shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for HOLIDAYS. BUSINESS HOURS shall be posted in plain view.

3. HEARING OFFICER

The Police Sergeant, or his/her designee, assigned to coordinate tow issues.

4. HOLIDAYS

On the following holidays only rotation tows must be made: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

5. LOAD SALVAGE OPERATIONS

Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, C, and D tow trucks.

6. OPERATOR

A tow service which has been issued a Letter of Authorization, has signed the Franchise Agreement for Tow Services, and is approved to receive Santa Rosa Police Department referred calls.

7. PARTY OF INTEREST

Refers to the registered owner of the vehicle, or his/her agent. An agent is a party who may lawfully act on behalf of the registered or legal owner of the vehicle.

8. TIME OF CALL TO END OF SERVICE

Service shall start at the time of call (notification) and end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter.



9. POSSESSION

Pursuant to Section 3068 of the Civil Code, possession begins when the vehicle is removed and is in transit.

10. RESPONSE TIME

Between the hours of 6:00 a.m. and 6:00 p.m., a tow truck must arrive at the location designated by the Santa Rosa Police Department Communications Center within 30 minutes. At all other times, the tow truck must arrive at the location designated by the Communication Center within 20 minutes.

11. TOW TRUCK

A tow truck as defined in Section 615 of the California Vehicle Code. Also includes slide back carriers and wheel lift vehicles.

12. FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

A document which sets forth the terms and conditions of an agreement between the Operator and the Santa Rosa Police Department.

13. VEHICLE RECOVERY OPERATION

An operation involving the process of up righting an overturned vehicle which would require the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C or D tow truck(s).

14. WAIVER OF REQUIREMENTS

Provides for temporary relief from selected terms and conditions of the Tow Service Agreement as specified in element 1.A.1.

## ATTACHMENT A

### 1. GENERAL SPECIFICATIONS

#### A. Tow Truck and Car Carrier Classifications

1. Tow truck and car carrier classifications are based on the truck chassis manufacturer's Gross Vehicle Weight Rating (GVWR), and the classification system used by the American Trucking Association (ATA) and truck manufacturers (Mfrs).

| <u>ATA and Manufacturer's Classifications</u> | <u>Rotation Classifications</u> |
|---|---------------------------------|
| Class 1 - 10,000 - 14,000 pounds GVWR         | Class A tow trucks              |
| Class 2 - 14,001 - 16,000 pounds GVWR         | Class A tow trucks              |
| Class 3 - 16,001 - 19,500 pounds GVWR         | Class A tow trucks              |
| Class 4 - 19,501 - 26,000 pounds GVWR         | Class B tow trucks              |
| Class 5 - 26,001 - 33,000 pounds GVWR         | Class B tow trucks              |
| Class 6 - 33,001 or more GVWR                 | Class C & D tow trucks          |

#### B. Equipment Limitations

1. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

#### C. Towing Limitations

1. The criteria to determine the safe towing limits for a truck are:
  - a. The total weight of the truck, including the lifted load, must fall within the Manufacturer's Gross Vehicle Weight Ratings (FAWR, RAWR).
  - b. The truck must meet all applicable State and/or Federal standards.
  - c. For proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

#### D. Identification Labels

1. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

**E. Recovery Equipment Rating**

1. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
  - a. The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
  - b. Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.
  - c. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

**F. Safety Chains**

1. Safety chains shall be rated at no less than the rating specified by the OEM.

**G. Control/Safety Labels**

1. All controls shall be clearly marked to indicate proper operation as well as any special warnings or cautions.

**2. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS**

**A. Class A Tow Truck**

1. Equipment Specifications
  - a. 10,000 - 19,500 pounds GVWR Chassis
    - 1) The minimum GVWR for any Class A tow truck shall be 14,000 pounds GVWR
    - 2) All Class A tow trucks with a GVWR of less than 14,000 pounds currently approved for the CITY rotation tow list will be allowed to remain on the rotation tow list through the vehicle's useful life cycle provided the vehicle remains continuously on the CITY rotation tow list in service with the same company.

- b. 4 ton recovery equipment rating
- c. Hydraulic or mechanical winch(es)
- d. 100 ft. 3/8" 6 x 19 cable or Original Equipment Manufacturer's (OEM) Specifications
- e. Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly
- f. Safety chains, 5/16" alloy or OEM specifications
- g. Tow sling rating 3,000 lbs.
- h. Wheel lift safety straps or equivalent mechanical device
  - 1. All required wheel safety straps, or equivalent wheel retention device, tie down straps, and safety chains shall be used as required during towing operations
- i. Tow dolly
- j. One 3 ton snatch block
- k. Wheel lift rating - retracted 3,000 lbs.  
- 95" extension\* 3,000 lbs.

**2. Class A Car Carrier - One Car**

**a. Equipment Specifications**

- 1. 10,000 - 16,000 pounds GVWR Chassis
- 2. Hydraulic or mechanical winch
- 3. 50 ft. 3/8" 6 x 19 cable or OEM specifications
- 4. J/T hook loading bridle/chains
- 5. Safety chains, 5/16" alloy or OEM specifications; two pairs of safety chains for the vehicle being transported
  - a. All required tie down straps and safety chains shall be used as required during towing operations

**3. Class A Car Carrier - Two Cars**

**a. Equipment Specifications**

- 1. 16,001 - 19,500 pounds GVWR chassis
- 2. Hydraulic or mechanical winch
- 3. 50 ft. 3/8" 6 x 19 cable or OEM specifications
- 4. Safety chains 5/16" alloy or OEM specifications; two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed.
  - a. All required tie down straps and safety chains shall be used as required during towing operations

**B. Class B Tow Truck**

**1. Equipment Specifications**

- a. 19,501 - 33,000 pounds GVWR chassis
- b. Air brakes or hydraulic w/air hookup package
- c. 14 ton recovery equipment rating
- d. Hydraulic or mechanical winch(es)
- e. 150 ft. 7/16" 6 x 19 cable or OEM specifications
- f. Tow chains, 2" alloy or OEM specifications
- g. Safety chains, 2" alloy or OEM specifications
- h. Tow sling rating 7,000 lbs.
- i. Two 8 ton snatch blocks
- j. Wheel lift safety straps or equivalent mechanical device
  - 1. All required wheel safety straps, or equivalent wheel retention device, tie down straps, and safety chains shall be used as required during towing operations
- k. Wheel lift or Under lift rating - retracted 10,000 lbs.  
     - 85" extension\* 8,000 lbs.

2. Class B Car Carrier

a. Equipment Specifications

- 1. 19,501 pounds or more GVWR chassis
- 2. Hydraulic or mechanical winch
- 3. 50 ft. 3/8" 6 x 19 cable or OEM specifications
- 4. J/T hook loading bridle/chains
- 5. Safety chains, 5/16" alloy or OEM specifications; two pairs of safety chains for each vehicle being transported and two safety chains for the vehicle being towed
  - a. All required tie down straps and safety chains shall be used as required during towing operations.

C. Class C Tow Truck

1. Equipment Specifications

- a. 33,000 - 50,000 pounds GVWR chassis
- b. Air brakes w/air hookup package
- c. 25 ton recovery equipment rating
- d. Hydraulic or mechanical winch(es)
- e. 200 ft. 5/8" 6 x 19 cable or OEM specifications
- f. Tow chains, 5/8" alloy or OEM specifications
- g. Safety chains, 5/8" alloy or OEM specifications
- h. Tow sling rating 12,000 lbs.
- i. Two 12 ton snatch blocks
- j. Under lift rating – retracted 25,000 lbs.  
     - 100 " extension\*\* 12,000 lbs.

**D. Class D Tow Truck**

**1. Equipment Specifications**

- a. 50,000 pounds GVWR chassis
- b. Air brakes w/air hookup package
- c. 30 ton recovery equipment rating
- d. Hydraulic or mechanical winch(es)
- e. 250 ft. 3/4" 6 x 19 cable or OEM specifications
- f. Tow chains, 5/8" alloy or OEM specifications
- g. Safety chains, 5/8" alloy or OEM specifications
- h. Tow sling rating 20,000 lbs.
- i. Two 12 ton snatch blocks
- j. Under lift rating - retracted                   32,000 lbs.  
  -100" extension\*                   16,000 lbs.

\* Measured from the centerline of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar.

\*\* Measured from the centerline of the rear axle to the center of the lift forks.

**3. AUXILIARY EQUIPMENT**

**A. Class A**

- 1.** For each type or classification of towing equipment (sling, wheel lift, or carrier) certain types of equipment are required.

**a. Required Equipment**

- 1. Towing sling - a J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
- 2. Wheel lift - wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
- 3. Car Carrier - J/T hook loading bridle, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.
- 4. Extension - Brake and tail lamps
- 5. Fire extinguisher
- 6. Broom
- 7. Shovel
- 8. Reflective triangles
- 9. Flares

10. Trash can(s) with absorbent
11. One 3 ton rated snatch block
12. Shop to truck radio (C/B excluded)

b. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

1. Adequate emergency supply of fuel in an approved container
2. Booster battery or hotbox starting system
3. Hydraulic jack capable of handling passenger cars and light trucks
4. Metric and standard lug wrenches
5. Rubber mallet/hub cap tool
6. Lockout tools
7. Motorcycle straps
8. First Aid kit
9. Sledge hammer
10. Bolt cutters
11. Crow bar
12. Tool kit - may include:
  - a. Assorted open end wrenches; standard, 1/4" - 7/8" and Metric, 6-19 mm.
  - b. Assorted screwdrivers; Straight blade and Phillips
  - c. Crescent wrench
  - d. Ball peen hammer
  - e. Pliers
  - f. Battery and terminal cleaning tools
  - g. Point file
  - h. Allen wrench for Delco distributors
  - i. Mechanic's wire
  - j. Plastic electrical tape/duct tape
  - k. Tire valve core tool
  - l. Miscellaneous fuses
  - m. Small pry bar
  - n. Shop rags
  - o. Flashlight
  - p. Socket sets; 1/4" - 1" and 6-19 mm
  - q. Ratchet and extensions

**B. Class B**

1. For each type or classification of towing equipment (sling, wheel lift, or carrier) certain types of equipment are required.

a. Required Equipment

1. Towing sling - a J/T hook tow chain assembly, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
2. Wheel lift - wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
3. Truck hitch - tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
4. Under lift - an assortment of lift forks/adapters, safety tie down chains, and safety chains.
5. Extension-brake and tail lamps
6. Fire extinguisher(s)
7. Broom
8. Shovel
9. Reflective triangles
10. Flares
11. Trash can(s) with absorbent
12. Two 8-ton rated snatch blocks
13. Axle covers/caps
14. Air hoses and necessary fittings to provide air to the towed vehicle
15. Shop to truck radio (C/B excluded)

b. Service and Other Equipment - For service calls, each tow truck shall be equipped with the following service equipment:

1. Refer to Class A, Service and Other Equipment (III,A,1.b. above) for general service equipment requirements.

### C. Classes C and D

1. For each class of towing equipment certain types of equipment are required.

a. Required Equipment

1. Towing sling - a tow chain assembly, a 4"x4"x60" and a 6"x6"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.
2. Truck hitch - Tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
3. Under reach - assortment of lift forks/adapters, safety tie down chain(s), and safety chains.



4. Extension brake and tail lamps
5. Fire extinguisher(s)
6. Broom
7. Shovel
8. Reflective triangles
9. Flares
10. Trash can(s) with absorbent
11. Steering wheel clamp
12. Two 12-ton rated snatch blocks
13. Axle covers/caps
14. Air hoses and necessary fittings to provide air to the towed vehicle
15. Shops to truck radio (C/B excluded)

b. Service and Other Equipment - For service calls, each tow truck shall be equipped with the following service equipment:

1. Refer to Class A, Service and Other Equipment (III,A,1.b. above) for general service equipment requirements.

## ATTACHMENT B

1. Storage facilities locations approved for use under Tow Service Agreement:
  - A.
  - B.
  - C.
  - D.

## ATTACHMENT C

### EXCEPTIONAL COST VEHICLE CRITERIA

1. RECREATIONAL VEHICLES AND TRAILERS
  - A. Travel trailers and fifth wheel trailers of a size larger than 17 feet in length.
  - B. Motorized recreational vehicles:
    1. Class “A” vehicles - Motor homes of a size between 23 feet to 40 feet in length.
    2. Class “C” vehicles - Cab-over mini motor homes of a size between 18 feet to 35 feet in length.  
NOTE: This classification does not include a truck with camper or van conversions.
2. PASSENGER BUSES AND BUS CONVERSIONS
  - A. Vehicles of a size larger than 30 feet in length.
3. LARGE COMMERCIAL TRUCKS AND SEMI-TRUCK TRAILERS
  - A. Examples may include large moving vans, dump trucks, etc.