2014 - 2015

SBSD

TOW SERVICE

AGREEMENT

Revised

February, 2013

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT
TOW SERVICE AGREEMENT (TSA)

This TSA (as defined in Attachment A) contains rules and regulations that a company agrees to comply with in order to receive a rotation tow listing with the San Bernardino County Sheriff's Department (SBSD). Participation in the SBSD Rotation Tow Program is voluntary. Compliance with all of the terms and conditions of the TSA is mandatory for tow companies participating in the SBSD Rotation Tow Program. An operator (as defined in Attachment A), by agreeing to participate in the program, does not establish a contractual relationship with the SBSD or the County of San Bernardino, and is not acting as an agent for the SBSD or County of San Bernardino when performing services under the Agreement.

For clarification purposes, definitions are contained in Attachment A. Attachment B contains a summarized listing of California Vehicle Code (CVC) and Civil Code laws applicable to all tow companies in the State of California. Attachment C contains a listing of tow truck (as defined in Attachment A) equipment specifications and equipment use requirements applicable to all SBSD rotation tow operators. Attachment D contains instructions for completing and submitting required application materials.

It is the policy of the SBSD to accept for placement on a SBSD rotation tow list only as many qualified operator-applicants as the local station commander determines, after taking into account all selection criteria and the public welfare, can be reasonably and practically utilized and administered by the SBSD for a particular tow district. All SBSD rotation tow list applicants shall be fairly and objectively evaluated at all sheriff's stations by the local station commander applying the same prescribed uniform selection criteria. To be accepted for placement on a SBSD rotation tow list, all applicants must meet required minimum standards for each selection criterion. Generally, applicants being considered for acceptance for placement on the SBSD rotation tow list must have first been accepted by the area California Highway Patrol office. The selection criteria are as follows:

1) inventory and condition of tow vehicles and other tow-related equipment

2) variety of tow vehicles available

3) commercial tow capability

4) storage capacity of storage facility and/or storage yard

5) security and safety of storage facility and/or storage yard

6) cleanliness of storage facility and/or storage yard

7) availability of indoor storage for search warrant execution and evidence processing of impounded vehicles

8) for-hire towing experience

9) disciplinary record while operating as a for-hire towing company

10) record of law compliance

11) record-keeping practices

12) history of response time to law enforcement service calls and to vehicle owners retrieving vehicles

13) reasonableness of towing and storage fee rates

14) geographical proximity to tow district

15) past cooperation with law enforcement

16) honesty and integrity

17) safety record as a for-hire tow company and bailee

18) compliance with all applicable laws

The prescribed selection criteria shall be uniformly, fairly, and objectively applied by the local station commander at every SBSD sheriff's station in evaluating every applicant who applies for placement on a SBSD rotation tow list. At the time applications are considered, after taking into account all selection criteria and the public welfare, those qualified applicants who are deemed to best meet the SBSD's needs shall be placed on a SBSD rotation tow list up to the maximum number of operators that the local station commander has determined can be reasonably and practically utilized and administered by the SBSD for the particular tow district in issue.

Applicants without previous participation on a SBSD rotation tow list may provide with their application letters of reference relating to their previous for-hire towing experience and/or telephone numbers of personal, business, and/or law enforcement references who can be contacted concerning this.

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1. TOW DISTRICTS

A. The local SBSD station commander (as defined in Attachment A) shall establish tow districts (as defined in Attachment A) for each class of tow truck to facilitate the distribution of calls and meet the needs of the SBSD with regard to response time (as defined in Attachment A) and availability of tow services. Within each tow district, the local commander shall determine the maximum response time, enrollment period (as defined in Attachment A), reasonable rates, and minimum number of trucks required, as well as the maximum number of tow companies that can be reasonably utilized and administered by the SBSD for a particular tow district.

B. Exceptions to compliance with the TSA shall not be authorized by verbal agreement. Any exception shall be documented as an addendum to the TSA.

C. An operator shall have a business office and storage facility located within the district he/she serves, unless this requirement is waived by a station commander.

1) The station commander may establish a maximum radius for the location of a business office from which an operator may provide service for a tow district.

2) An Operator shall provide service in only one Station jurisdiction unless waived by both adjacent station commanders and with the Regional Deputy Chief's concurrence.

D. A secondary storage facility does not qualify an operator for an additional tow district unless this requirement is waived in writing by the station commander based on a specific need.

E. Within each tow district, to ensure an equitable distribution of calls, SBSD shall maintain separate rotation tow lists for each class of tow truck.

F. Within each tow district, SBSD shall maintain separate rotation tow lists for salvage and recovery operations involving large commercial vehicles, as defined by the station commander. Operators on the rotation Salvage and Recovery list shall respond as follows:

1) At least one (1) driver who has five (5) verifiable years' for-hire salvage and recovery experience.

2) A minimum of two (2) tow trucks. The minimum two (2) tow truck response shall be one (1) Class D tow truck and one (1) Class C tow truck.

3) Depending on a station's needs and a tow operator's equipment availability, the station commander may allow an operator to respond two (2) Class C tow trucks to meet the two truck minimum response.

4) For those stations in which tow operators are unable to meet the two truck minimum response, the operator assigned the initial call may, subject to prior agreement with the station commander, request a specific operator for assistance to meet the (1) Class D tow truck and (1) Class C tow truck or two (2) Class C to trucks.

2. ROTATION TOW LISTS

A. Nothing in the TSA shall prohibit a station commander, supervisor or scene manager from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the tow company currently at the top of the rotation tow list.

In such an instance, the tow company selected would be the next tow company on the list which has the qualifications (equipment, skills, timeliness, etc.) to provide the required service. After the request, the selected company would then go to the bottom of the rotation tow. Tow companies on the same list that were bypassed would remain in the same order until their selection for a rotation tow for which they are qualified.

B. Nothing shall prohibit a Class B, C, or D operator from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.

C. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except where vehicle recovery operations (a defined in Attachment A) require a larger class of tow truck.

D. A call to an operator shall constitute one turn on the list and the operator shall be moved to the bottom of the list. This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is cancelled due to excessive response time. If it is determined that the operator is not needed and is cancelled by the SBSD, up to and including arrival at the scene, there shall be no charges and the operator will be placed back at the top of the list.

1) If the operator is cancelled by the vehicle's owner or agent prior to the operator taking possession (as defined in Attachment A) of the vehicle, there shall be no charges for towing. The operator shall immediately contact the SBSD and advise it of the cancellation. The operator shall then be placed back at the top of the list.

2) If service, other than towing and recovery, has begun and is cancelled by the vehicle's owner or agent, the operator may charge one-half of the regular hourly service charges, for the time expended on the call. For purposes of cancellation, service begins when physical work on the vehicle has begun--not the response. No lien shall arise for the service unless the operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.

3) The operator shall not attempt to take possession of the vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently cancelled, when not entitled to such lien by law. (Refer to California Civil Code section 3068.1 for when a lien begins.)

E. Station commanders may establish local policy, in writing, which allows an operator to dispatch more than one tow truck to a multi-vehicle collision scene in response to a rotation tow call.

F. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the SBSD Incident Commander (as defined in Attachment A).

G. The SBSD Incident Commander may direct a SBSD rotation tow operator to move vehicles to help clear a roadway or for lifesaving operations. Operators shall provide the assistance as directed. There shall be no charge for this assistance, and the assistance provided shall not change the operator's place in the rotation.

H. Operators applying for a rotation tow listing shall have a minimum of three (3) years verifiable for-hire-towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for a SBSD rotation tow listing.

1) Operators currently on a SBSD rotation list and having less than the required five-year experience are exempt from this provision.

2) Ownership status will be investigated and determined by the SBSD.

I. The station commander or his designee may request tow services outside the normal rotation on a special needs basis, including but not limited to, special enforcement activities, safety checkpoints, and D.U.I checkpoints.

3. 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 consistent with industry standards and practices.

1) Notwithstanding California Vehicle Code section 615, all tow trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of this Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for rotation tow lists.

2) At the discretion of the local station commander, an operator who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.

B. A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a tow truck shall be cause for immediate suspension (as defined in Attachment A). This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50% of the tow truck's unladen weight on the front axle when lifting/carrying a load.

C. There will be four classes of tow trucks covered under this Agreement. The station commander may require more than one tow truck in each class in tow districts where rapid response for congestion relief is required.

1) Class A – Light Duty

a) An operator shall maintain a minimum of one tow truck that has a manufacturer's GVWR of at least 14,000 pounds. Class A equipment specifications can be found in Attachment C of this Agreement.

1. The local station commander may require that one of the additional required tow trucks be a car carrier in areas where rapid response for congestion relief is required or where the need exists based upon the type of vehicles towed.

b) A "trailer for hire" shall not be approved for listing as a Class A tow truck.

c) Tow companies whose equipment had previously been approved and continuously used on rotation for the SBSD and owned by the same operator, but do not have wheel lift capabilities, may apply for and receive a Class A rotation tow listing.

2) Class B – Medium Duty

a) An operator shall maintain a minimum of one tow truck with a GVWR of at least 26,001 pounds. The truck shall be capable of providing and maintaining continuous air to the towed vehicle. All Class B tow trucks with a GVWR of less than 26,001 pounds currently approved for SBSD Class B rotation tow lists will be allowed to remain on the Class B rotation list until June 10, 2012. Class B equipment specifications can be found in Attachment C of this Agreement.

b) Tow Companies continuously used on rotation for SBSD, whose equipment was previously approved and owned by the same operator but lacks air brakes, and/or a tractor protection valve or device, may apply for and receive a Class B rotation tow listing if the tow truck is capable of supplying continuous air to the towed vehicle from its engine mounted air compressor and its equipped with an air gauge.

3) Class C – Heavy Duty

a) An operator shall maintain at least one three-axle tow truck with a GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle. All Class C tow trucks with a GVWR of less than 48,000 pounds currently approved for SBSD Class C rotation tow lists will be allowed to remain on the Class C rotation list until June 10, 2012. Class C equipment specifications can be found in Attachment C of this Agreement.

4) Class D – Super Heavy Duty

a) An operator shall maintain at least one three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle. All Class D tow trucks with a GVWR of less than 52,000 pounds currently approved for SBSD Class D rotation tow lists will be allowed to remain on the Class D rotation list until June 10, 2012. Class D equipment specifications can be found in Attachment C of this Agreement.

D. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Attachment C of this Agreement.

E. Only tow truck approved by the SBSD to participate in the SBSD Rotation Tow Program may be used by qualified operators selected after **open enrollment under this Agreement.**

4. TOW TRUCK DRIVERS

A. The operator shall ensure that tow truck drivers responding to calls initiated by the SBSD are qualified and competent employees of his/her company. The operator shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through SBSD rotation. The operator shall ensure tow truck drivers responding to a call initiated by SBSD have one of the following:

1) A minimum of five years or more of tow truck driver experience verified in writing by the tow operator and driver.

2) The driver has completed a tow truck driver training program from a Tow Service Agreement Advisory Committee (TSAAC) approved training program within the last five (5) years.

3) The driver provides documentation of tow truck driver training from a non-TSAAC approved program.

Documentation of the above-mentioned experience or training shall be submitted with the Tow Operator/Driver Information form.

After July 30, 2007, all drivers or a driver whose training documentation is over five (5) years shall submit current proof of training documentation only from a TSAAC approved program.

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

C.Tow drivers shall perform all towing and recovery operations in the safest and most expedient manner possible. Tow truck drivers shall be at least 18 years of age and shall possess the following minimum class driver's license:

1) Class A tow truck – A valid Class C license or a valid Class A license with valid medical certificate

2) Class B tow truck – A valid Class C license for non-regulated vehicles or a valid Class A license with valid medical certificate for regulated vehicles pursuant to California Vehicle Code section 34500

3) Class C tow truck – A valid Class A license with valid medical certificate

4) Class D tow truck – A valid Class A license with valid medical certificate

D. The operator shall maintain a current list of drivers.

1) The operator shall provide a current list of his/her drivers to the SBSD upon implementation of this Agreement. The operator shall notify the SBSD upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the SBSD within seven calendar days of any change in driver status.

2) Operators shall, as a minimum, continuously maintain the following written or computerized record information for each employee:

a) Full name

b) Date of birth

c) California driver's license number

d) Copy of valid medical certificate (if required by type of license possessed)

e) Job title/description

f) Current home address

g) Current home telephone number

h) Type(s) of truck(s) driver has been trained and instructed to operate

E. All tow truck drivers and owner/operators shall be enrolled in the Employer Pull Notice Program (EPN).

1) Upon the addition of new drivers, an operator will be granted a maximum of 30 days to enroll drivers in the Pull Notice Program.

2) Pull Notices shall be kept on file, signed and dated by the operator.

3) Local station commanders may require an operator to provide copies of Pull Notice Reports to the local sheriff's station.

F. Uniforms: SBSD rotation tow drivers shall wear an identifiable uniform shirt displaying the company and driver's names while engaged in SBSD rotation tow operations.

G. Safety Vests: SBSD rotation tow drivers shall wear a safety vest or reflectorized clothing, meeting Occupational Safety and Health Administration (OSHA) requirements.

5. RATES

A. Fees charged for response to calls originating from the SBSD shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person.

B. The reasonableness of the fees charged will be determined in the following manner:

1) The operator shall submit two retail hourly rates to the local station commander, one rate for calls originating during normal business hours and one rate for calls originating after business hours, along with any other materials and information on industry standards and practices the operator wishes to present to support the reasonableness of the submitted fees. The local station commander shall determine the validity and reasonableness of the submitted rates based on a review of the operator's submitted materials, the rates submitted by other operators, and industry standards and practices concerning rates charged for similar services provided in response to requests initiated by other public agencies or private persons.

a) Validity will be based upon telephone quotes, posted rates, charges to retail customers, and other relevant criteria. Any submitted rate in excess of an operator's retail rate (as defined in Attachment A) will be considered invalid and will not be accepted. An operator who submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from SBSD rotation tow listing until the next enrollment period.

b) Reasonableness shall be determined as compared to other rates. An operator who submits a rate that is determined to be excessive but not invalid shall be allowed to resubmit his/her rates only once.

C. In an effort to remain competitive in the open market, the operator may lower retail rates at any time by notifying the SBSD. When an operator lowers his/her retail rate, that retail rate becomes the new approved SBSD rate. Operators may only raise rates for SBSD calls during enrollment periods or upon approval after a midterm review. Rates for SBSD calls shall remain at the lowest retail rate until the next enrollment period.

D. Any operator who charges rates above his/her retail hourly rates or submitted rates for a SBSD call shall be in violation of the Agreement and subject to disciplinary action.

E. The rate for towing shall be computed from portal to portal (as defined in Attachment A). Time expended shall be charged at a rate not to exceed the hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than one minute increments. There shall be no additional charges for mileage, labor, fuel, oil, coolant, or for an operator's time to release a vehicle when the storage facility is not at the same location where the request for release is received, and the request for release of the vehicle is made within normal business hours.

1) The operator may charge up to a thirty-minute minimum per call for any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer (as defined in Attachment A).

2) The operator may charge up to a one-hour minimum per call on responses which result in storage of a vehicle at the direction of an officer (as defined in Attachment A).

3) The operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.

F. Rates for a service call (out of gas, lockouts, tire changes, snow removal, and other problems) shall be from portal to end of service, and may be at the hourly rate with up to a thirty-minute minimum. Charges in excess of thirty minutes may be charged in no more than one-minute increments.

G. Fees for Special Operations.

1) For special operations involving Class B, C, and D tow trucks, the operator shall submit his/her proposed fees for vehicle recovery operations and load salvage operations (as defined in Attachment A) to the local station commander. Fees shall be reasonable and consistent with industry standards and practices for similar operations. Charges in excess of thirty minutes may be charged in no more that one-minute increments.

Operators on the two (2) tow truck Salvage and Recovery list may charge a minimum two-hour rate. If it is determined that only one truck is required, the second truck may claim portal to portal and time expended on scene until determination was made that it was not required.

a) Hourly rates shall be established for the following:

1. Auxiliary and contracted equipment, e.g., airbags, converter gear/dolly, additional trailers, fork lift, front loaders and the like

2. Contracted equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, scoop loaders, and the like.

3. Contractabor.

b) The local station commander shall determine whether the submitted fees for these types of operations are reasonable, based upon the proposed fees submitted by all operators and a comparison to industry standards and practices for similar operations.

2) Operators shall submit a mark up rate (percentage of the cost to the operator) for retail equipment and specialized labor not otherwise listed on the application.

3) If an operator performs a service for which a required rate was not submitted to, and approved by, the SBSD, the operator shall only be entitled to charge for the actual cost of that service plus 10 percent. For example: If a contract labor rate was not submitted to the SBSD, the operator may only charge for the actual rate paid for the labor plus 10 percent.

4) The total fees charged for after hours release shall be no more than one-half the hourly rate, and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours.

H. StorageFees

1) The operator shall submit his/her proposed storage fees, for inside and outside storage, to the local station commander. The local station commander shall determine the reasonableness of the fees for inside and outside storage, based upon the average of the proposed fees submitted by those applying for rotation and any information submitted concerning industry standards and practices.

2) The operator shall display in plain view at all cashiers' stations, a sign as described in California Civil Code section 3070(d)(2)(E) disclosing all storage fees and charges in force, including the maximum storage rate.

3) Vehicles stored 24 hours or less shall be charged for no more than one day of storage. Each day thereafter shall be calculated by calendar day.

I. This element (Element 5, Rates) of the Agreement shall not apply if the operator responds to a SBSD call in a location where towing rates for all tow companies are established by a valid city or county ordinance.

J. The approved schedule of rates charged by the operator shall be available in the tow truck, and shall be presented upon demand to the person(s) for whom the tow services were provided, or his/her agent, or any sheriff's deputy at the scene.

K. Rate requirements represent the maximum rates of fees an operator may charge on a SBSD call. An operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as requiring a charge when an operator would not normally charge for such service.

L. No operator or employee shall refer to any rate as the minimum required or set by the SBSD.

M. Any proposed changes to the rate schedule submitted as part of the TSA shall be submitted at least thirty (30) days before the rate change is proposed to take effect. The proposed changes to the rate schedule shall be reviewed in accordance with all applicable terms of the TSA to determine the reasonableness of the proposed changes.

6. COLLUSION

A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion, with any other operator or applicant for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to the Agreement that would bring about any unfair condition which could be prejudicial to the SBSD, the motoring public, or other operator(s).

   Examples of “collusion” include, but are not limited to: conspiracy by any operator(s) to establish artificially high or low rate(s) for services performed pursuant to the Agreement, conspiracy or attempt to circumvent the midterm review process, and the like.

B. A finding by the SBSD that any operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the Agreement. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the SBSD rotation tow list for the current term, plus three years, in all jurisdictions policed by the SBSD.

7. RESPONSE TO CALLS

A. The operator shall respond to SBSD calls 24 hours a day, seven days a week, within the maximum response time established by the local station commander and as specified in Element 1, Tow Districts, of this Agreement. The operator shall respond with a tow truck of the class required to tow the vehicle specified by the SBSD. The operator shall advise SBSD dispatch, at the time of notification, if he/she is either unable to respond or unable to meet the maximum response time. If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify the appropriate SBSD Communications Center. The operator shall not assign any calls to other tow operators.

B. A failure to respond and perform required towing or service and/or repeated failure(s) to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of this Agreement.

1) The local station commander may take immediate disciplinary action for any flagrant violation of the requirement to respond within the maximum response time.

2) When an operator will be temporarily unavailable to provide services due to a preplanned/scheduled activity, e.g., vacation, maintenance, medical leave, or other good cause, he/she shall notify the local sheriff's station and/or dispatch center at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.

C. The operator, or his/her employee(s) responding to a SBSD call, shall perform the towing or service required for which he/she was called. This requirement may be waived by the SBSD Incident Commander if the requested equipment is inadequate for the service to be performed.

D. Any refusal to respond or to perform the required towing or service will subject the operator to suspension, if deemed appropriate by the local station commander.

E. An operator shall not respond to a SBSD call assigned to another operator unless requested to do so by the SBSD.

1) There may be times when the operator assigned the initial SBSD call may require the assistance of an additional operator at the scene. The operator assigned the initial call may, subject to prior agreement with the local station commander, and with the concurrence of the SBSD Incident Commander, request a specific operator (On the local station rotation tow list) to assist him/her. The request shall be routed to the additional operator through the SBSD.

2) There may be times when an operator, who was not called to a scene, comes upon a collision/scene where a vehicle or vehicles are blocking a roadway and a SBSD sheriff's deputy requests his/her 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 deputy, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the operator's place in the rotation.

F. Only the tow truck personnel and equipment requested shall respond to a SBSD call. Additional tow truck personnel and equipment shall be utilized only upon the approval of the SBSD Incident Commander. This shall not preclude the operator from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

G. Approved Rates:

	CLASS A	CLASS B	CLASS C	CLASS D
Approved rate HOURLY	$ $ $ $			
Approved rate OUTSIDE STORAGE	$	$	$	$
Approved rate INSIDE STORAGE	$	$	$	$
Approved rate SERVICE CALL	$	$	$	$
Approved rate AFTER-HOURS RELEASE	$	$	$	$

8. STORAGE FACILITY

A. The operator shall be responsible for maintaining adequate security of vehicles and property at the place of storage. As a minimum, a clean fenced or enclosed area shall be provided. The operator is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles. The storage yard must conform to all local zoning use requirements then in effect and have any required permits to operate at that location.

B. The operator shall obtain written approval from the SBSD prior to the removal of any property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored vehicle, for all removed property. The requirement to obtain approval from the SBSD prior to the removal of property may be excused by the local station commander if it is determined that proper safeguards and procedures are utilized by the operator.

1) This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.

2) With approval from the SBSD, the operator shall release personal property from an impounded vehicle at the request of the vehicle owner or his/her agent.

a) There shall be no charge for the release of personal property during normal business hours. Operators may charge an after-hours release fee for property released after normal business hours. The fees charged shall be consistent with the after-hours vehicle release provisions. All persons requesting release of personal property will be notified of those fees at the time the request is made.

b) Personal property is considered to be items that are not affixed to the vehicle.

1. Personal property includes: papers, transportable cellular telephones, portable radios and/or portable stereo equipment, clothes, luggage, tools, and all other unaffixed contents.

2. Items of personal property in a stored vehicle that are not required as evidence shall be released upon request of the vehicle owner or his/her agent.

3) Cargo not held as evidence shall be released upon demand of the carrier or pursuant to a court order.

C. The primary storage facility shall normally be at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business (when the primary storage facility and the place of business are not at the same location) upon request of the owner or a person having a legal entitlement to the vehicle and/or property.

1) Prior to the utilization of new storage facilities that were not listed on the application for rotation tow listing, the operator shall obtain the local station commander's written approval and furnish the address.

2) Secondary storage facilities shall be located reasonably close to the main business office.

D. Tow operators shall maintain sufficient storage spaces, as approved by the local station commander.

E. An operator's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night and shall inform the public where a complaint about the SBSD Tow Rotation Program or a particular operator can be filed.

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, and the operator's place of business shall be staffed continuously during these periods, except for the following state-recognized holidays:

1) New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

2) Business hours shall be posted in plain view to the public at both the place of business and/or storage facility.

3) Employees shall be properly trained and supervised in conducting business transactions related to towing, storage and release of vehicles/property.

G. The release of vehicles shall be conducted in accordance with local SBSD station procedures.

9. INSURANCE

A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California or admitted in the state in which the operator's business is located and is authorized to do business in California:

1) Commercial 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 $750,000 for Class A tow trucks. The combined limits for Classes B, C, and D shall not be less than $1,000,000. These minimum standards are to include 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 Keepers 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) Workers' Compensation Insurance – Legal minimum requirement then in effect.

B. Proof of required insurance shall be submitted to the local station commander in the form of a certificate of insurance prior to consideration for placement on the local SBSD station rotation tow list. Policy expiration or cancellation will immediately nullify the TSA. The operator's insurance policy shall provide for the immediate notification to the local SBSD station in the event that the insurance policy has expired or is cancelled. Additionally, the operator shall notify the SBSD in advance of the expiration or cancellation of the operator's insurance policy.

10. INSPECTIONS

A. Each operator must pass not less than one annual inspection of all tow trucks of an operator by a qualified law enforcement agency. The station commander, at his sole discretion, may accept another SBSD station's inspection or a CHP inspection to fulfill this requirement. The SBSD may conduct additional inspections without notice during normal business hours. The operator shall not dispatch a tow truck (to a SBSD call) that has not been inspected and approved by the SBSD.

1) Any operator who fails an inspection is entitled to only one re-inspection. Failure to pass the re-inspection shall be cause for the disqualification of the tow truck from use on the SBSD rotation. The tow truck shall be disqualified until the next enrollment period.

B. Effective July 1, 2007, if 80 percent of the operator's tow trucks fails the initial annual inspection, no re-inspection will be allowed. The operator's application shall be denied and the operator may reapply during the next open enrollment.

11. BUSINESS RECORDS

A. The operator shall maintain written or computerized records, at his/her place of business of all tow services furnished.

B. Invoices shall at a minimum include a description of vehicle(s), nature of service, start time, end time, location of call, itemized costs of towing and storage, the tow truck driver's name, and truck used.

C. Records for each call shall indicate the tow truck driver's name and truck used.

D. The operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-SBSD tows.

E. The SBSD may inspect all operator records without notice during normal business hours.

F. Operators shall permit the SBSD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. SBSD shall provide a receipt for any (original) record removed from the place of business.

G. The SBSD shall provide a receipt for any original records removed from the place of business.

H. Records shall be maintained and available for inspection for a period of two years plus the current term of the TSA.

I. Failure of the operator to comply with the inspection requirements shall be cause for suspension, if deemed appropriate by the local SBSD station commander.

12. FINANCIAL INTEREST

A. No operator or applicant shall be directly involved in the towing-related business of any other operator or applicant within the same tow district. "Directly involved" shall mean 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. 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. Facilities shared by operators shall be physically separated and secured from each other unless the local SBSD station commander approves non-conforming facilities.

D. The sale or transfer of the controlling interest in a company shall immediately terminate the TSA. The new owner(s) may apply for a rotation tow listing at any time during the remainder of the current Agreement term, regardless of the Area's enrollment period.

E. A terminated or suspended operator and the tow business he/she owned at the time of his/her suspension or termination (as defined in Attachment A) shall not be eligible for a rotation listing for the duration of the suspension or termination. This provision applies to the operator working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.

F. Any violation of this section shall be cause for suspension, if deemed appropriate by the local SBSD station commander.

G. A terminated or suspended operator, and/or the tow business owner at the time of the suspension or termination, shall not be eligible for a rotation listing for the duration of the suspension or termination. This provision applies to the operator working in any capacity within any tow business or operating any tow business, and to the tow business, even if operated under new ownership.

13. ANNUAL MEETINGS

The local station commander or his/her designee shall conduct, at a minimum, one annual conference with each approved operator to discuss issues concerning the tow rotation. All meetings shall be mandatory for the operator or his/her designee wishing to remain on rotation. The SBSD shall give the operator 30 days written notice (as defined in Attachment A) of these meetings. The SBSD annual meeting may be held in conjunction with that of the area California Highway Patrol office.

14. DEMEANOR AND CONDUCT

A. While involved in SBSD rotation tow operations or related business, the tow operator and/or employee(s) shall refrain from any act(s) of misconduct, to include, but not be limited to, any of the following:

1) Rude or discourteous behavior.

2) Lack of service, selective service, or refusal to provide service, which the operator is/should, be capable of performing.

3) Any act of sexual harassment or sexual impropriety.

4) Unsafe driving practices.

5) Exhibiting any objective symptoms of alcohol and/or drug use.

6) Appearing at the scene of a SBSD rotation tow call with the odor of an alcoholic beverage emitting from his/her breath.

7) The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the SBSD.

8) All SBSD related tow service complaints received by the SBSD against the operator or his/her employee(s) will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the SBSD may initiate disciplinary action as deemed appropriate. In any event, the operator will be notified of the results of any investigation.

9) Should the filing of criminal charges be a possibility as a result of tow service conduct, the SBSD will conduct the investigation to its conclusion or assist the lead investigating agency and, if warranted, request prosecution.

10) Any violation of this section shall be cause for suspension, if deemed appropriate by the local SBSD station commander.

15. COMPLIANCE WITH LAW

A. The operator and his/her employees shall, at all times, comply with all federal, state, and local laws, ordinances and regulations, which include, but are not limited to, those laws which are applicable to the operator (refer to Attachment B for selected Vehicle Code and Civil Code sections).

1) In the event of a minor traffic violation(s) by rotation tow truck driver(s) which come(s) to the attention of the SBSD, the operator will be granted the opportunity to take necessary steps to ensure that his/her driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) may be cause for disciplinary action against the operator and/or the involved employee(s).

2) Any flagrant traffic violation(s) may be cause for immediate disciplinary action against the operator and/or the involved employee(s).

B. The provisions contained in Element 14 of this TSA, Demeanor and Conduct, do not preclude the SBSD from taking appropriate enforcement or administrative action for any violations of law.

1) Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the tow business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a SBSD rotation tow call, or moral turpitude shall be cause for denial of an application or termination of the TSA.

2) An operator or employee arrested for or charged with a violation involving any of the above crimes may be suspended until the case is adjudicated.

3) Any violation of this section shall be cause for suspension, if deemed appropriate by the local SBSD station commander.

16. COMPLIANCE WITH TSA

The operator agrees, as a condition of inclusion on the rotation tow list, to comply with all of the terms and conditions of this TSA. Furthermore, the operator agrees that failure by the operator or his/her agents to comply with these terms and conditions shall be cause for written reprimand (as defined in Attachment A), suspension, or termination from the SBSD rotation tow list(s). Alleged violations of the TSA will be investigated by the local SBSD station covered by the Agreement. The operator will be notified of the local SBSD station's findings within thirty (30) days of the conclusion of the investigation.

17. DISCIPLINARY ACTION

A. The local station commander shall take disciplinary action against operators for violations investigated and confirmed or sustained. Unless otherwise noted, the station commander shall determine the period of suspension. The local station commander shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

B. Records of violations shall be retained by the SBSD for at least 36 months.

C. Disciplinary action taken against an operator by a local station commander shall be honored by all SBSD stations being serviced by the operator in question. Likewise, any disciplinary action taken against an operator by a local California Highway Patrol Commander may be honored by SBSD stations in the same service area when the violation in question is related to a safety violation.

D. A violation of the equipment requirements related to safety shall be cause for immediate suspension. The local station commander shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and the SBSD has conducted an inspection and found that the operator is in compliance.

E. A violation of the GVWR and safe loading requirements of a tow truck shall be cause 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% of the tow truck's unladen weight on the front axle when lifting/carrying a load.

F. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The local station commander shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof to the SBSD that reimbursement has been made to the aggrieved customer(s).

G. SBSD personnel shall not be offered gratuities and requests for gratuities shall not be honored by tow company operators, employees, or associates of the company. A violation of this section shall be cause for suspension or termination.

H. A refusal to respond or to perform the required towing or service shall be cause for suspension.

I. Any failure to respond or repeated failures to respond within the maximum response time allowed shall be cause for suspension.

J. Responding to a SBSD call assigned to another operator shall be cause for suspension.

K. Any unsatisfactory rating based on a violation of the Biennial Inspection of Terminals (BIT) Program requirements shall be cause for suspension. The local station commander shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof of compliance with the BIT requirements.

L. Failure of the operator to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody will result in a suspension. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof of the reimbursement.

M. Failure of the operator to comply with the inspection requirements of this Agreement will result in a suspension. The local station commander shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and the operator has complied with the inspection requirement.

N. Sending a tow truck driver for whom a Tow Operator/Driver Information Form has not been submitted on a SBSD call shall be cause for suspension (this would also include those drivers dispatched by the tow operator's business). The suspension will remain in effect until the period of suspension is completed and the operator has submitted the Driver Information, current Pull Notice Program report, and documentation of the tow truck driver's experience or completed training program to SBSD.

O. Failure of the operator to maintain the minimum insurance requirements set forth in the Agreement will immediately nullify the Agreement and is deemed to be a major violation of the Agreement.

P. The operator will be subject to an additional suspension for failure to notify the SBSD in advance of the insurance policy expiration or cancellation.

Q. Minor traffic violations may be considered as minor violations of the Agreement.

R. A tow truck driver, not under the immediate observation of the operator, while driving a tow truck, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to suspension from participating as a tow truck driver under the provisions of this Agreement. The length of suspension will be at the local station commander's discretion.

S. If the operator is serving a suspension for one year or more, he/she shall be required to comply with all terms and conditions of the current Agreement at the time of the reinstatement. No equipment shall be approved that is not in compliance with the equipment specifications contained in the Agreement at the time of reinstatement. Sections of this Agreement that are commonly referred to as "grandfather clauses" shall no longer apply to any operator who is suspended for one year or more.

T. Major Violations. Violations of the terms and conditions of the TSA that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

1) Termination shall be invoked if, in the local station commander's judgment, continued participation in the Rotation Tow Program by the affected tow operator may result in a hazard to public safety and/or welfare, or the operator has been convicted of a crime listed in Element 15C.

2) If deemed appropriate, in lieu of termination, the local station commander may impose additional suspensions for longer periods.

U. Minor Violations. Except as specifically stated in the Agreement, minor violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:

1) 1st violation in 12 months – letter of written reprimand and mandatory meeting between the tow service owner and the local station commander or his/her designee to discuss remediation and future avoidance of the violation.

2) 2nd violation in 12 months – 1 to 30-day suspension.

3) 3rd violation in 12 months – 60 to 90-day suspension.

4) 4th violation in 12 months – termination of the TSA, or if deemed appropriate, in lieu of a termination, the local station commander may impose additional suspensions for longer periods.

V. Nothing herein shall be deemed to prohibit the local station commander from immediately suspending any operator whose conduct, or that of his/her employee(s), in the discretion of the local station commander, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the SBSD TSA.

18. HEARING/APPEAL

A. In the event the SBSD serves the operator with a written reprimand or suspension, the operator may request a hearing within seven calendar days by submitting a request in writing to the local station commander. If a hearing is requested, it shall be held as soon as practicable. The hearing shall be conducted by the local station commander or his/her designee, and the operator shall be entitled to present all relevant facts and circumstances in support of his/her position. The operator shall be further entitled to present testimony of at least one representative of a tow truck association or other qualified person. The hearing shall be recorded. The operator shall be notified in writing of the decision of the local station commander, within 10 business days of the date of completion of the hearing.

B. Following a hearing, if the operator is dissatisfied with the local station commander's decision, the operator may request an appeal (as defined in Attachment A) by submitting a request in writing to the regional deputy chief for the affected region within 7 calendar days. If an appeal is requested, an appellate hearing shall be held as soon as practicable. The appeal shall be conducted by the regional deputy chief or his/her designee of equal rank. The operator shall have the same rights as those provided at the local station level, except only newly discovered evidence may be presented, along with argument, at the appellate hearing. This hearing shall also be recorded. The operator shall be notified in writing of the decision of the regional deputy chief within 10 business days of the date of the appeal. The regional deputy chief's decision shall be subject to no further administrative appeal.

C. A suspension shall not take effect until the hearing and appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the motoring public or whose conduct grossly violates the terms and conditions of the SBSD TSA. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the local station commander shall be final and the suspension shall take effect upon written notification to the operator by the local station commander.

19. MIDTERM REVIEW OF THE TERMS AND CONDITIONS OF THE AGREEMENT

A. The purpose of this section is to provide a process for a midterm review of the terms and conditions of the Agreement in the event that there is a legitimate and substantial change in conditions or law affecting the majority of the operators within a local station's jurisdiction, or the SBSD. Examples of conditions may include, but are not limited to:

1) Substantial increase or decrease in business expenses.

2) Advances in technology in the industry related to safety issues.

3) Changes in law requiring the SBSD or operators to perform specific functions or operations in order to comply.

4) Changes in the terms and conditions of the Agreement brought about as a result of recommendations approved by the Sheriff (as defined in Attachment A), or his/her designee.

5) Proposed changes to the terms and conditions agreed upon by the local station commander and the operators within a station's jurisdiction at the time that the Agreement was signed (e.g., response times).

B. Generally, a midterm review of the terms and conditions of the Agreement in a particular station's jurisdiction may only be granted by the Sheriff.

1) A request for a midterm review of the terms and conditions of the Agreement shall be communicated to the local station commander in writing, from at least three operators on the tow rotation, not merely at the request of a single operator. The local station commander may also request a midterm review if he/she feels it is in the best interests of the motoring public, the tow industry, and/or the SBSD. The local station commander will route all legitimate requests for midterm review with all pertinent information, through channels, to the Office of the Sheriff.

2) Conditions indicating a need for midterm review must be substantial and must affect the entire towing industry or the SBSD.

a. For purposes of this Agreement, the midterm review process is not intended to provide relief for a small number of operators who wish to increase their rates, or change any other term or condition of the Agreement, to compensate for financial problems brought about as a result of business decisions or conditions which affect a small percentage of the industry.

3) A request for review will not be processed if there are sixty (60) days or less remaining in the term of the Agreement.

C. A midterm review, when granted by the Sheriff or his/her designee, will not automatically authorize a change in the terms and conditions of the Agreement. If a midterm review is announced by the Sheriff, or his/her designee, it is the responsibility of the affected local station commander to conduct a review of the conditions which initially caused the request to be communicated, and to determine if the change is justified.

1) The local station commander, after completing the review of all pertinent issues, may authorize the operators to submit their proposed changes or he/she may notify the operators of the changes to be implemented and direct them to comply with those changes. If, after evaluating all pertinent information, a local station commander authorizes or directs a change in the terms and conditions of the Agreement or if he/she decides that a change is not justified, he/she shall notify the requesting operators within 14 calendar days of the date of the Sheriff's announcement authorizing the midterm review.

a. Operators shall resubmit their proposed changes in writing to the local station commander within seven calendar days of the date that the local station commander announces his/her decision. Failure to resubmit a written proposal within the specified time may result in the operator forfeiting her/her ability to propose more equitable conditions or rates, or may be cause for disciplinary action or termination of the Agreement.

i. If the proposed change affects tow rates only, operators shall resubmit their proposed rates on a new application. The new application shall contain only the information pertinent to the rate proposals. When received by the local station commander, the new application will be attached to the original application for the current term.

ii. The local station commander shall determine the reasonableness of the rate, based upon the average of the proposed rates submitted. An additional page with the new rate(s) shall be signed and attached to the original.

2) In the event that a requesting operator is dissatisfied with the local station commander's decision regarding the midterm review, any requesting operator may request a hearing by submitting a request in writing to the local station commander within seven calendar days. If a hearing is requested, a joint hearing shall be conducted by the local station commander, or his/her designee, as soon as practicable for all operators who timely requested a hearing. Each requesting operator shall be entitled to present all relevant factors and circumstances in support of the operator's position. This hearing shall be recorded. The appealing operators shall be notified in writing of the decision of the local station commander within seven calendar days of the date of the hearing.

3) In the event that a requesting operator is dissatisfied with the local station commander's decision, a requesting operator may request an appeal by submitting a request in writing to the regional deputy chief for the affected region within seven calendar days. If an appeal is requested, it shall be conducted by the regional deputy chief, or his/her designee, as soon as practicable. The requesting operators shall have the same rights as those provided at the local level, except only newly discovered evidence may be presented, along with argument, at the appellate hearing. This hearing shall also be recorded. The appealing operators shall be notified in writing of the decision of the regional deputy chief within seven calendar days of the date of the hearing, which decision shall be final.

4) In the event that the local station commander's decision is to direct the operators to resubmit rates that are more reasonable that the current rates, the new rate application process shall not be initiated until the hearing and appeal process is exhausted. If sufficient operators fail to request a hearing or appeal within the specified time, or fail to appear at a scheduled hearing or appeal, the decision of the local station commander shall be final, and the new rate application process shall begin.

5) In the event that the local station commander's decision is to direct the operators to comply with a change to any other term or condition of the Agreement, e.g., change in response times, the new terms and conditions shall not be initiated until the hearing and appeal process is exhausted. If sufficient operators fail to request a hearing or appeal within the specified time, or fail to appear at a scheduled hearing or appeal, the decision of the local station commander shall be final, and the new rate application process shall begin.

20. ADVERTISING

A. An operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the SBSD or the Department of Motor Vehicles.

1) Examples include “Official SBSD Tow”, “Approved by SBSD”, “SBSD Rotation Tow” and the like.

2) This will not preclude the local station commander from implementing a system to mark and identify particular tow trucks as having passed the SBSD inspection or as being assigned to specific tow districts within the local station’s jurisdiction.

B. Any violation of this element is cause for suspension. At a minimum, the suspension shall be for the duration of the advertisement.

21. CANCELLATION AND EXEMPTIONS

This Agreement may be cancelled by either party without prejudice by giving thirty (30) days written notice to the other party.

A. For good cause shown, the local station commander may temporarily relieve a qualified operator of compliance with a required provision of the Rotation Tow Agreement. Any such exemption must be requested in writing, stating valid reasons for the need and justification for a temporary exemption from a requirement of the Rotation Tow Agreement. No exemption shall be deemed to have been granted unless it is expressly received by the requesting operator in writing from the SBSD.

B. No exemption shall be granted for a period greater than six months from the date of its approval. Any noncompliance with a material provision of the TSA after the expiration of a granted exemption shall result in the immediate termination of the existing TSA.

C. No exemption shall be considered or granted concerning any legal or safety requirements.

22. LEVY EXCEPTION

Nothing in this Agreement obligates the SBSD's Court Services Bureau to use a rotation tow list when its personnel perform a levy pursuant to a lawful writ issued by a court of law under California Code of Civil Procedure section 488.020 et seq. (attachment), 512.020 et seq. (possession by claim and delivery), 699.510 et seq. (execution), 712.010 et seq. (possession or sale), 715.010 et seq. (possession of real property), or pursuant to any other order of the court directing the Sheriff of San Bernardino County to take property for sale or other disposition. In such cases the levying officer must comply with all applicable laws to carry out these or any other orders of the court that direct the Sheriff of San Bernardino County to take property for sale or other disposition. A levy requires signed instructions from the plaintiff and prearranged facilities that can accommodate the special needs of the Court Services Bureau when its personnel perform required duties. These include, but are not limited to, the community where the sale will occur, storage needs, ability to release, plaintiff directions, and other requirements that would be identified upon notice to the Sheriff.

23. CONFLICTING CITY ORDINANCE OR WRITTEN POLICY PROVISION EXCEPTION

Any provision of the SBSD TSA that directly conflicts with one or more provisions of a city ordinance or written policy regulating tow service within that city's geographical boundaries shall not apply. In such circumstances, the conflicting city ordinance or written policy provisions shall apply, but all non-conflicting SBSD TSA provisions shall remain in full force and effect.

24. TERM OF AGREEMENT

The term of this Agreement shall be for a period of one year from July 1, through June 30, of each year unless it is cancelled earlier according to its own terms.

25. OPERATOR APPROVAL

I certify that I have read and understand this TSA and agree to abide by all of its provisions. I further agree to indemnify, defend, and hold harmless the County of San Bernardino and the San Bernardino County Sheriff's Department and their officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to the operator in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this Agreement. The operator, and the agents and employees of the operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the County of San Bernardino or the San Bernardino County Sheriff's Department. The terms of this TSA (2006-2007) will become effective:

_____ and end _____.
Date Date

Operator Approval:		
Signature	Typed Name	
Company	Title	Date
Business Address	Phone Number	

ACKNOWLEDGMENT:

I have received a copy of ATTACHMENTS A, B, C and D.

_____ _____
Signature Company Name

ATTACHMENT A

DEFINITIONS

APPEAL

The final level of review for written reprimands, suspensions, terminations, or review of a local station commander's decision regarding the midterm review process. An informal review conducted by the regional deputy chief for the affected region, or his/her designee, at which an operator may present evidence or witnesses to show that an action taken by a local station commander was improper, or to mitigate the action taken.

BASE SERVICES

Any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of a deputy.

ENROLLMENT PERIOD

The period of time when a tow company may submit an application for inclusion on a sheriff's station's rotation tow list. The enrollment period will be open from March 1 through March 31 of each year.

EXEMPTION

Written grant of temporary relief to an operator from a specific required term of the Tow Service Agreement unrelated to any legal or safety requirements.

INCIDENT COMMANDER

The uniformed SBSD member present at the incident that has scene management responsibilities.

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.

LOCAL STATION COMMANDER

The captain or lieutenant in charge of a sheriff's station.

NOTICE

All notices relating to this Agreement shall be in writing and delivered to the other party in person, via FAX, or by U.S. mail.

OPERATOR

A tow service, which has been is sued a Letter of Authorization, has signed the Tow Service Agreement and is approved to receive SBSD referred calls in a particular geographical area. The term "operator" refers to the company, its owner(s), and its manager(s) who have authority to enter into an Agreement with the SBSD for towing services and to conduct business in accordance with the terms of this Agreement, and its employees.

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.

PORTAL TO PORTAL

Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall 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. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. (Examples: 1) 4x4 recovery in thick mud: reasonable to charge for cleaning mud from truck and equipment; 2) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; 3) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) For the purpose of this Agreement, "Portal to Portal" shall also mean "Portal to End of Service".

POSSESSION

Pursuant to section 3068 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit.

PUBLIC SAFETY RESPONSE

A response which results in a storage of a vehicle at the direction of a deputy. This does not include storage at the request of the vehicle operator, registered owner, or agent.

REGIONAL DEPUTY CHIEF

The deputy chief supervising local station commanders within a particular geographical region.

RESPONSE TIME

The period of time from an operator's notification by sheriff's dispatcher of a call to the arrival of the tow truck at the location requested.

RETAIL RATE

The usual customary rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.

SBSD

The San Bernardino County Sheriff's Department.

SHERIFF

The elected Sheriff of San Bernardino County.

SUSPENSION

Removal of an operator from a local sheriff's station's rotation tow list for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION

Permanent removal of a tow operator from a local sheriff's station's rotation tow list for the remainder of the term of the Tow Service Agreement, and disqualification from any further participation in any SBSD Rotation Tow Program.

TOW TRUCK

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

TOW DISTRICT

The geographical area in which an operator may receive SBSD referred calls. The number, as well as boundaries of tow districts, will be determined solely by the local station commander in consideration of the needs of the SBSD.

TOW SERVICE AGREEMENT (TSA)

A document which sets forth the terms and conditions of an Agreement between the operator and the SBSD.

VEHICLE RECOVERY OPERATION

An operation involving the process of up-righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires 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).

WRITTEN REPRIMAND

A written notice to an operator which specifies any violation(s) of the Tow Service Agreement, orders corrective action, and warns of further action(s) to be taken if corrective action is not taken.

ATTACHMENT B

Applicable California Vehicle Code and Civil Code Provisions

Note: Many California laws, which govern a tow operator's business and vehicle operations, are included in this attachment. The is list of California statutes included herein is intended as a general guide only and is not meant to be considered all-inclusive. It is the tow operator's responsibility to know and comply with all federal and state statutes and all local ordinances relating to his/her business operations, including those that are referred to in this document and those that are not; any new statutes or ordinances that are subsequently adopted; and any amendments, repeals, or modifications of existing statutes and ordinances, including but not limited to those described in this attachment.

1. General

A. The operator shall be able to properly conduct a lien sale on a stored vehicle as outlined in Division 11, Chapter 10, Article 2, beginning with section 22851 of the California Vehicle Code (CVC).

B. The operator and/or his/her agents who drive tow trucks shall be properly licensed in accordance with section 12804.9 of the California Vehicle Code.

1) Commercial driver licenses must be endorsed to allow operation of special vehicle configurations and /or special cargoes. The following table shows the correct license class and endorsement for the vehicle or cargo being transported.

Vehicle Type or Cargo	Class License	Endorsement Code
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B or C	H
Tank vehicle with hazardous materials	A, B or C	X

a) Tow truck drivers shall have the proper class of license and endorsement(s) for the vehicle and cargo being transported, as shown above.

(1) Whenever tank vehicles, double trailers and/or hazardous materials carriers are towed or driven, the driver is required to possess the appropriate class of license and endorsement.

(2) Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

b) Tow truck drivers may obtain a Class A driver license that is restricted to towing other vehicles.

(1) The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.

(2) Commercial vehicle operators or operators of vehicles requiring a special certificate must possess both the appropriate license and certificate, and be in possession of a valid medical card.

C. The operator shall comply with the provisions contained in Division 4, Chapter 2 (reports of Stored Vehicles) of the California Vehicle Code.

D. The operator shall comply with the provisions of section 10854 of the California Vehicle Code, relating to unlawful use of a vehicle or tampering with a vehicle by a bailee.

E. The operator shall comply with the provisions of section 12110 of the California Vehicle Code, relating to prohibited compensation for arranging or requesting towing services.

F. The operator shall comply with the provisions of Division 11, Chapter 9, relating to stopping, standing or parking, and Chapter 10, relating to the removal and disposition of vehicles.

G. Tow trucks shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the California Vehicle Code.

H. Tow trucks towing disabled legal vehicles or legal combination of vehicles shall comply with all of the vehicle size and weight limitations contained in Division 15 of the California Vehicle Code.

1) Tow operators may obtain transportation permits, which allow specific variances on these vehicle length and weight limitations, through the California Department of Transportation or local authorities with respect to highways under their respective jurisdictions.

a) The California Department of Transportation issues permits to requesting operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:

(1) Disabled legal vehicles or legal combination of vehicles may be towed on state highways to the nearest appropriate place of repair, or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of this permit to allow these combinations to be towed to their ultimate destination for convenience, unless that destination meets the foregoing criteria.

(2) Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When one end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the tow truck and/or the drive axle(s) of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle or axle group exceeds legal weight, movement will be limited to specific routes.

b) Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit, or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to

be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the California Department of Transportation.

c) The driver of a tow truck, operating under a transportation permit, shall comply with all the terms and conditions of the permit.

I. The operator shall comply with the provisions of sections 3068 through 3074 of the California Civil Code, relating to liens on vehicles, including service liens; towing, storage and labor liens; towing and storage charges; lien satisfaction; two truck operator deficiency claims; lien sales; obtaining possession of a vehicle or any part thereof subject to a lien by trick, fraud or device; and improperly causing a vehicle to be towed or removed in order to create a lien.

J. The operator shall comply with sections 182, 470 and 532 of the California Penal Code, relating to conspiracy to commit forgery or fraud, forgery and fraud.

K. The operator shall comply with the provisions of sections 17200 and 17500 of the California Business and Professions Code, relating to fraudulent or unfair business practices and false or misleading statement.

1) Specific California Vehicle Code Requirements Relating to Tow Trucks

a) Summarized California Vehicle Code Provisions

1) Unlawful Advertising (sec. 25). "(a) It is unlawful for any person to display or cause or permit to be displayed any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of California Highway Patrol unless such person has lawful authority, permission or right to make such display."

2) Tow Truck (sec. 615). "(a) A tow Truck' is a motor vehicle which has been altered or designed and equipped for, and primarily used in the business of towing vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise exclusively used to render assistance to other vehicles. A 'roll-back carrier' designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. 'Tow truck' does not include an automobile dismantlers' tow vehicle or a repossessor's tow vehicle."

b) "Repossessor's tow vehicle" means a tow vehicle which is registered to a repossessor licensed or registered pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code that is used exclusively in the course of the repossession business.

c) "Automobile dismantlers' tow vehicle' means a tow vehicle which is registered by an automobile dismantler licensed pursuant to Chapter 3 (commencing with Section 11500) of Division 5 and which is used exclusively to tow vehicles owned by that automobile dismantler in the course of the automobile dismantling business."

NOTE: A vehicle that is not exclusively used in the business of towing vehicles nor used to render assistance to other vehicles is not a "tow truck" as defined above and need not comply

with the requirements of the California Vehicle Code sections cited in this attachment. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on "tow trucks", and is not entitled to special parking privileges under Vehicle Code section 22513.

3) Portable Dolly (sec. 4014). "Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration."

4) License Plates (sec. 5201). "(a) The rear license plate on a tow truck may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, no less than 12 inches nor more than 90 inches from the ground."

5) Tow Service Unlawful Acts (sec. 12110). "(a) Except as provided in subdivision (b), no towing service shall provide and no person or public entity shall accept any direct or indirect commission, gift, or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used in this section, 'arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.

   (b) Subdivision (a) does not preclude a public entity otherwise authorized by law from requiring a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity. However, the fee in those cases may not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program.

   (c) Any towing service or any employee of a towing service that accepts or agrees to accept any money or anything of value from a repair shop and any repair shop or any employee of a repair shop that pays or agrees to pay any money or anything of value as a commission, referral fee, inducement, or in any manner a consideration, for the delivery or the arranging of a delivery of a vehicle, not owned by the repair shop or towing service, for the purpose of storage or repair, is guilty of a misdemeanor, punishable as set forth in subdivision (d). Nothing in this subdivision prevents a towing service from towing a vehicle to a repair shop owned by the same company that owns the towing service.

   (d) Any person convicted of a violation of subdivision (a) or (c) shall be punished as follows:

      (1) Upon first conviction, by a fine or not more than five thousand dollars ($5,000) or imprisonment in the county jail for not more than six months, or by both that fine and imprisonment. If the violation of subdivision (a) or (c) is committed by a tow truck driver, the person's privilege to operate a motor vehicle shall be suspended by the department under Section 13351.85. The clerk of the court shall send a certified abstract of the conviction to the department. If the violation of either subdivision (a) or (c) is committed by a tow truck driver, the court may order the impoundment or the tow truck involved for not more than 15 days.

(2) Upon a conviction of a violation of subdivision (a) or (c) that occurred within seven years of one or more separate convictions of violations of subdivision (a) or (c), by a fine or not more than Ten thousand dollars ($10,000) or imprisonment in the county jail for not more than one year, or by both that fine and imprisonment. If the violation of subdivision (a) or (c) is committed by a tow truck driver, the person's privilege to operate a motor vehicle shall be suspended by the department under Section 13351.85. The clerk of the court shall send a certified abstract of the conviction to the department. If the violation of either subdivision (a) or (c) is committed by a tow truck owner, the court may order the impoundment of the tow truck involved for not less than 15 days but not more than 30 days.

6) Stopping or Parking (sec 22513). Section 22513 prohibits a tow truck operator or owner from stopping at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for services, or furnishing any towing services unless summoned to that accident scene or disabled vehicle, or flagged down by the owner or operator of the disabled vehicle or by a peace officer. The tow truck driver or owner is also prohibited from removing any vehicle from a highway or public property, without the express written authorization of the vehicle's owner or operator, or a law enforcement officer or agency, when the vehicle has been left unattended or when there is an injury as a result of an accident.

7) Stopping on Freeway (sec. 21718). "No person shall stop, park or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:

(1) When necessary to avoid injury or damage to persons or property.

(2) When required by law or in obedience to a peace officer or official traffic control device.

(3) When any person is actually engaged in maintenance or construction on freeway property or any employee of a public agency is actually engaged in the performance of official duties.

(4) When any vehicle which is so disabled that it is impossible to avoid temporarily stopping and another vehicle has been summoned to render assistance to the disabled vehicle or driver of the disabled vehicle. This paragraph applies when the vehicle summoned to render assistance is a vehicle owned by the donor of free emergency assistance that has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the donor for the specific purpose of summoning assistance, other than towing service, from the donor.

(5) Where stopping, standing, or parking is specifically permitted. However, buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.

(6) Where necessary for any person to report a traffic accident or other situation or incident to a peace officer or any person specified in paragraph (3), either directly or by means of an emergency telephone or similar device.

(7) When necessary for the purpose of rapid removal of impediments to traffic by the owner or operator of a tow truck operating under an agreement with the Department of California Highway Patrol.

(8) A conviction of a violation of this section is a conviction involving the safe operation of a motor vehicle upon the highway if a notice to appear for the violation was issued by a peace officer described in Section 830.1 or 830.2 of the Penal Code.

8) Towing or Storage Charges: Payment (sec 22651.1). Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A person operating or in charge of any storage facility who refused to accept a valid bank credit card shall be liable to the registered owner of the vehicle for four times the amount of the towing and storage charges, but not to exceed five hundred dollars ($500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

   Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rate.

9) Release of a Stored Vehicle (sec 22850.3). "(a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current vehicle registration. The agency, which caused the vehicle to be stored, may, in its discretion, issue a notice to appear for the registration violation, if the two days immediately following the day of impoundment are weekend days or holidays.

   (b) At every storage facility there shall be posted in a conspicuous place a notice to the effect that a vehicle placed in storage pursuant to Section 22850 may be released only on proof of current registration or, at the discretion of the impounding agency, upon the issuance of a notice to appear for the registration violation by the local agency which caused the vehicle to be stored, specifying the name, and telephone number of that local agency."

10) Stoplamps, Taillamps, Reflectors (secs. 24600, 24603 and 24607). In addition to required lighting equipment, tow trucks may be equipped with additional stoplamps, taillamps and rear reflectors which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as

the rearmost portion of the driver's seat in the rearmost position. Such additional taillamps shall be lighted whenever the headlamps are lighted.

11) Tow Trucks and Towed Vehicles (sec. 24605). "(a) A tow truck or an automobile dismantler's tow vehicle used to tow a vehicle shall be equipped with and carry a taillamp, a stoplamp, turn signal lamps, and a portable electric extension cord for use in displaying the lamps on the rear of the towed vehicle.

    (b) Whenever a tow truck or an automobile dismantler's tow vehicle is towing a vehicle and a stoplamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the operator of the tow truck or the automobile dismantler's tow vehicle shall, by means of an extension cord, display to the rear a stoplamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a taillamp on the towed vehicle cannot be lighted, the tow truck or the automobile dismantler's tow vehicle operator shall, by means of an extension cord, display to the rear a taillamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.

    (c) Whenever any motor vehicle is towing another motor vehicle, stoplamps and turn signal lamps are not required on the towed motor vehicle, but only if a stoplamp and turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed vehicle. This subdivision does not apply to driveaway-towaway operations."

12) Utility Floodlights (sec 25110). "(a) Tow trucks that are used to tow disabled vehicles might be equipped with utility flood or loading lamps mounted on the rear, and sides, which project a white light illuminating an area to the side or rear of the vehicle for a distance not to exceed 75 feet at the level of the roadway.

    Tow trucks may display such utility floodlights only during the period of preparation for towing at the location from which a disabled vehicle is to be towed. The flood lamps shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver."

13) Warning Lamps on Tow Trucks (sec 25253). "Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. Tractor-trailer combinations are exempt from this requirement. Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when such tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic."

    Note: Vehicles used by automobile dismantlers to tow disabled vehicles may be equipped with flashing amber warning lights. Vehicles used by service stations or garages to occasionally render assistance to disabled vehicles are not tow trucks and are not permitted to be equipped with flashing amber warning lamps.

14) Use of Flashing Amber Warning Light (sec.25268). "No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists."

15) Warning Devices on Disabled or Parked Vehicles (sec 25300). "(a) Every vehicle which, if operated during darkness, would be subject to the provisions of Section 25100, and every truck tractor, irrespective of width, shall be equipped with a least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination.

All reflectors shall be maintained in good working condition.

(b) When any such vehicle is disabled on the roadway during darkness, reflectors of the type specified in subdivision (a) shall be immediately placed as follows:

(1) One at the traffic side of the disabled vehicle, nor more than 10 feet to the front or rear thereof;

(2) One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by such vehicle; and

(3) One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.

(4) If disablement of any such vehicle occurs within 500 feet of a curve, crest of hill, or other obstruction to view, the driver shall so place the reflectors in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicle.

(5) If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one such reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one such reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.

(c) When any such vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: One at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of the roadway and the vehicle, but in no event less than 2 feet to the left of the widest portion of the vehicle or load thereon.

(d) Until the reflectors required by this section can be placed properly, the requirements of this section may be complied with temporarily by either placing lighted red fuses in the required locations or by use of turn signal lamps, but

only if front turn signal lamps at each side are being flashed simultaneously and rear turn signal lamps at each side are being flashed simultaneously.

(e) The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.

(f) Subdivisions (b), (c), (d) and (e) do not apply to a vehicle under either of the following circumstances.

(1) Parked in a legal position within the corporate limits of any city.

(2) Parked in a legal position upon a roadway bounded by adjacent curbs.

(g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway."

16) Use of Fusees (sec 25305). "(a) No person shall place, deposit, or display upon or adjacent to any highway any lighted fusee, except as a warning to approaching vehicular traffic or railroad trains, or both, of an existing hazard upon or adjacent to the highway or highway-railroad crossing.

(b) It is unlawful to use any fusee which produces other than a red light. The provisions of this subdivision shall not apply to any railroad, as defined in Section 229 of the Utilities Code."

17) Brakes (secs. 26453, 26454 and 26458). "Disabled motor vehicles equipped with power brakes are exempt from the provisions of Vehicle Code section 26458 which require a single control on the towing vehicle to operate the brakes on the towed vehicle. Such combinations must meet the stopping distance requirement of 50 feet from an initial speed of 20 miles per hour. The service brakes on the tow truck shall be adequate to control the movement of and stop and hold the combination of vehicles under all conditions and on any grade on which they are operated. Brakes are required to be maintained in good working order at all times."

18) Broom, Shovel and Extinguisher (sec 27700).

(a) Tow trucks should be equipped with and carry all of the following:

(1) One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.

(2) One or more shovels, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt upon that portion of the roadway where the oil or grease has been deposited by the disabled vehicle.

(3) One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make such approval.

(b) A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code is exempt from this section."

19) Signs, Tow Truck (sec 27907). "There shall be displayed in a conspicuous place on both the right and left side of a tow truck, a repossessor's tow vehicle, or an automobile dismantler's tow vehicle used to tow or carry vehicles a sign showing the name of the company or the owner or operator of the tow truck or tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver. The letters and numbers of the sign shall be not less than 2 inches in height and shall be in contrast to the color of the background upon which they are placed.

A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code, or a registrant of the agency, may use the license number issued to the agency by the Department of Consumer Affairs in lieu of a name, business address, and telephone number."

20) Safety Connections for Towed Vehicle (sec. 29004). "(a)(1) Except as required under paragraph (2), every towed vehicle shall be coupled to the towing vehicle by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue or other connection.

(2) Any vehicle towed by a tow truck shall be coupled to the tow truck by means of at least two safety chains in addition to the primary restraining system. The safety chains shall be securely affixed to the truck frame, bed or towing equipment, independent of the towing sling, wheel lift, or under-reach towing equipment.

(3) Any vehicle transported on a slide back carrier or conventional trailer shall be secured by at least four tie-down chains, straps or an equivalent device, independent of the winch or loading cable. This subdivision shall not apply to vehicle bodies that are being transported in compliance with Sections 1340 to 1344, inclusive, of Title 13 of the California Code of Regulations.

(b) All safety connections and attachments shall be of sufficient strength to control the towed vehicle in the event of failure of the regular hitch, coupling device, drawbar, tongue or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.

(c) No more slack shall be left in a safety chain, cable, or equivalent device than is necessary to permit proper turning. When a drawbar [as defined in sec. 300] is used as the towing connection, the safety chain, cable or equivalent device shall

be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar falls.

(d) Subdivision (a) does not apply to a semi trailer having a connecting device composed of a fifth wheel and kingpin assembly, and it does not apply to a towed motor vehicle when steered by a person who holds a license for the type of vehicle being towed.

(e) For purposes of this section, a 'tow truck' includes both of the following:

(1) A repossessor's tow vehicle, as defined in subdivision (b) of Section 615.

(2) An automobile dismantler's tow vehicle, as defined in subdivision (c) of Section 615.

(f) Vehicles towed by a repossessor's tow vehicle, as defined in subdivision (b) of Section 615, are exempt from the multisafety chain requirement of paragraph (2) of subdivision (a) so long as the vehicle is not towed more than one mile from the point of repossession and is secured by one safety chain.

(g) This section shall become operative only if Senate Bill 378 of the 1999-2000 Regular Session is enacted and becomes operative and amends Section 615 of the Vehicle Code." [This condition did not occur.]

ATTACHMENT C

1. GENERAL EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

A. Tow Truck and Car Carrier Classifications

Tow truck and car carrier classifications are based on the truck chassis GVWR and the classifications system used by the American Trucking Association (ATA) and truck manufacturers.

ATA and Manufacturers Classifications	CHP Rotation Classificatio
a. Class 3 – 10,000 – 14,000 pounds GVWR	(Class A Tow Trucks)
b. Class 4 - 14,001 – 16,000 pounds GVWR	(Class A Tow Trucks)
c. Class 5 – 16,001 – 19,500 pounds GVWR	(Class A Tow Trucks)
d. Class 6 – 19,501 – 26,000 pounds GVWR	(Class B Tow Trucks)
e. Class 7 – 26,001 – 33,000 pounds GVWR	(Class B Tow Trucks)
f. Class 8 – 33,001 or more GVWR	(Class C & D Tow Trucks)

B. Equipm ent 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 total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).

2) The truck must meet all applicable state and/or federal standards.

3) The front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

4) Any violation of this element is cause for suspension.

D. Identificatio n Labels

1) Each piece of towing equipment shall have a label or identification 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, SAEJ706.

   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.

   a) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or underlift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

   b) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.

   c) All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

G. Control/Safety Labels

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

H. Signs

1) All tow trucks shall display signs on both sides that contain the operator's company name, business address and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 VC.

I. Wire Rope (Cable)

1) Wire rope shall be maintained in good condition. Only wire rope with swayed ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use by the CHP. Consistent with the California Code of Regulations, Title 13, Section 1305(b), wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are 12 or more wires broken in lay length, or where there is other visible evidence of loss of strength.

2. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

A. Class A Tow Truck

1) Minimum Equipment Specifications

a) 14,000 pound GVWR chassis.

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 pounds, when equipped.

h) Wheel lifts safety straps or equivalent mechanical device.

i) All required wheel safety straps, or equivalent wheel retention device, tie-downs straps, and safety chains shall be used during towing operations.

j) Tow dolly.

k) One 3-ton snatch block.

l) Wheel lift rating – retracted ……..3,000 pounds
85" extension* …….....3,000 pounds

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

B. Class A Car Carrier – One Car

1) Minimum Equipment Specifications

a) 14,000 pound GVWR chassis.

b) Hydraulic or mechanical winch.

c) 50 ft. 3/8” 6x19 cable or OEM specifications.

d) J/T hoof: loading bridle/chains.

e) Safety Chains, 5/16” alloy or OEM specifications; four safety chains for the vehicle being transported.

f) All required tie-down straps and safety chains shall be used as required during towing operations.

C. Class A Car Carrier – Two Cars

1) Minimum Equipment Specifications

a) 16,001 pound GVWR chassis.

b) Hydraulic or mechanical winch.

c) 50 ft. 3/8” x 19 cable or OEM specifications.

d) J/T hooks loading bridle/chains.

e) Safety chains 5/16” alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

(1) All required tie-down straps and safety chains shall be used during towing operations.

D. Class B Tow Truck

1) Minimum Equipment Specifications

a) 26,001 pound GVWR chassis.

b) Air brakes or hydraulic w/air hookup package.

c) 14-top recovery equipment rating.

d) Hydraulic or mechanical winch(es).

e) 150 ft. 7/16” 6x19 cable or OEM specifications.

f) Tow chains, ½” alloy or OEM specifications.

g) Safety chains, ½” allow or OEM specifications.

h) Tow sling rating 7,000 pounds.

i) Two 8-ton snatch blocks.

j) Wheel lifts 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 during towing operations.

k) Wheel lift or under lift rating retracted ……..10,000 pounds
85" extension*…….....…….8,000 pounds

*Measured from the centerline of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar or from the center line of the rear axle to the center of the lift forks.

E. Class B Car Carrier

1) Minimum Equipment Specifications

a) 26,001 pound GVWR chassis.

b) Hydraulic or mechanical winch.

c) 50 ft. 3/8" 6x19 cable or OEM specifications.

d) J/T hooks loading bridle/chains.

e) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.

(1) All required tie-down straps and safety chains shall be used during towing operations.

F. Class C Tow Truck

1) Minimum Equipment Specifications

a) 48,000 pound GVWR chassis.

b) Air brakes w/air hookup package and single control compressor.

c) 25-ton recovery equipment rating.

d) Hydraulic or mechanical winch(es).

e) 200 ft. 5/8" 6x19 cable or OEM specifications.

f) Tow chains, 5/8" allow or OEM specifications.

g) Safety chains, 5/8” alloy or OEM specifications.

h) Tow sling rating 12,000 pounds.

i) Two 12-ton snatch blocks.

j) Under lift rating – retracted …….25,000 pounds
100” extension*…….....…12,000 pounds.

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

G. Class D Tow Truck

1) Minimum Equipment Specifications

a) 52,000 pound GVWR chassis.

b) Air brakes w/air hookup package.

c) 30-ton recovery equipment rating.

d) Hydraulic or mechanical winch(es).

e) 250 ft. ¾” 6x19 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 pounds.
i) Two 12-ton snatch blocks.

j) Under lift rating – retracted ……..32,000 pounds
100” extension*…….....….16,000 pounds

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

3. AUXILIAR Y EQUIPMENT

A. Required Equipment All Classes

1) Extension – Brake and tail lamps.

2) Fire extinguisher (Approved 4-B, C rating or better).

3) Flashlight.

4) Broom.

5) Shovel.

6) Wrecking bar (large pry bar).

7) Reflective triangles.

8) Equivalent of six 3-minute flares.

9) Covered trash can(s) with absorbent.

10) Shop rags and/or paper towels.

11) Shop to truck communications.

B. Service and Other Equipment

For service calls, each tow truck shall be equipped with the follow 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 ears and light trucks.

4) Metric and standard lug wrenches.

5) Rubber mallet/hub cap tool.

6) Lockout tools.

7) Motorcycle straps (Class A only).

8) Sledge hammer.

9) Tool kit may include:

a) Assorted open-end wrenches; standard, ¼" – 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) Mechanic's wire

h) Plastic electrical tape/duct tape.

i) Tire valve core tool.

j) Miscellaneous fuses.

k) Small pry bar.

l) Socket Sets: ¼" – 1" and 6-19 mm.

m) Ratchet and extensions.

C. Class A

1) Requirement Equipment

a) One 3-ton rated snatch block.

b) Towing sling – J/T hook tow chain assembly, a 4" x 4" x 48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly and safety chains.

c) Wheel lift – Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly and safety chains.

d) 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.

D. Class B

1) Required Equipment

a) Towing sling – 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.

b) Wheel lift – Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

c) Truck hitch – Tow chain assembly, 4"x4"x48" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

d) Under lift – Assortment of lift forks/adaptors, safety tie-down chains, and safety chains.

e) Two 8-ton rated snatch blocks.

f) Axle covers/caps.

g) Air hoses and necessary fittings to provide air to the towed vehicle.

E. Classes C and D

1) Required Equipment

a) Towing sling – 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.

b) Truck hitch – Tow chain assembly, 4”x4”x60” and 6”x6”x60” wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

c) Under reach – Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.

d) Steering wheel clamp.

e) Two 12-ton rated snatch blocks.

f) Axle covers/caps.

g) Air hoses and necessary fittings to provide air to the towed vehicle.

ATTACHMENT D

Applicant's Instructions for Completing the SBSD Tow Service Agreement Application Form

1. **GENERAL INFORMATION**

A The following instructions are being provided to assist you in the accurate completion of the necessary forms. Please be sure to sign and date the application form as indicated. You should thoroughly read and understand the Tow Service Agreement prior to submitting your application. After completing the application form, return the entire package, along with the certificate of insurance as specified in Element 9 of the Tow Service Agreement, to the local station commander for consideration and possible approval. Incomplete applications will not be accepted. If your company receives preliminary approval, an inspection of your facilities and equipment will be scheduled.

B. Upon final approval, Element 25, Operator Approval and an Attachment E (tow district description) will be added to the Tow Service Agreement. Upon receipt of these documents, you should sign and date Element 25 and return the original to the local sheriff's station.

2. **SPECIFIC INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF REQUIRED ITEMS**

A. Application for Rotation Tow Listing

1) Completely fill out and sign the application form. *Incomplete applications will not be accepted.* All information on the application form must be complete. Any misrepresentation on the application will be grounds for criminal and/or disciplinary action, as well as automatic disqualification for participation in the SBSD Rotation Tow Program.

2) Submit proof of required insurance in the form of a certificate of insurance from a California-admitted or approved company.

3) Submit a list of all tow truck inventory by make, model, class (as defined in section 3.C. of the Tow Service Agreement) and vehicle identification number.

4) Submit a proposed rate schedule as identified in the Tow Service Agreement.

5) Submit a fully dimensioned site plan of the tow company's business and storage lot, drawn to an engineer scale not to exceed 1" = 50' or less than 1" = 20', with a north arrow oriented to the top of the Plan, containing the following minimum components:

a) Name, address and telephone number of the applicant tow company.

b) All property lines and lot dimensions.

c) Dimensions of all access points to the site (pedestrian and vehicular), off street parking areas, loading areas, and parking spaces for customers and employees.

d) Location of all building structures and the distances between buildings and property lines.

e) Location of all driveways, landscape planters, and other areas of landscaping.

f) Location of all building security lights and parking lot lights.

g) Location, type, and height and length dimensions of all perimeter fencing.

h) Location of all interior fencing and other security features on the site. [The submitted Site Plan will be retained by the SBSD as confidential non-public record information for an indefinite period of time, to the fullest extent permitted under applicable California and federal law.]

B. Rotation Tow List – Tow Truck Inspection Guide

1) Upon preliminary approval, the local station commander will provide an applicant with a Tow Truck Inspection Guide for each tow truck.

2) The top section of the Tow Truck Inspection Guide should then be completed with company and vehicle information prior to the scheduled inspection date.

ATTACHMENT D
APPLICATION FOR TOW SERVICE AGREEMENT

Please complete this application; attach clear, current copies of the business license, towing insurance, and tow truck registration(s); and return to the Station of Application with your response to the Tow Service Agreement RFP.

COMPANY NAME: _____

COMPANY ADDRESS: _____
Street City
State Zip

MAILING ADDRESS (IF DIFFERENT FROM COMPANY): _____
Street/P.O. Box City

STORAGE FACILITY ADDRESS: _____
Street City

COMPANY PHONE: ( ) _____
Area Code

OWNER INFORMATION

NAME: _____

HOME ADDRESS: _____

HOME PHONE: ( ) _____ CELLULAR PHONE: ( ) _____

PAGER: ( ) _____ SOCIAL SECURITY NUMBER: _____

CDL: _____ DATE OF BIRTH: _____

VEHICLE INFORMATION

List the make, model, license plate number, type, and class of tow truck(s):

MAKE	MODEL	LICENSE NUMBER	TYPE	CLASS GVWR	

DRIVER(S) INFORMATION

NAME D.O.B.		C.D.L.	SOC. SEC. #

APPLICATION FOR TOW SERVICE AGREEMENT

PAGE 2

	Yes	No
1. Currently established on CHP Tow Rotations? …….…..	☐	☐
2. Auto Club Affiliations? ……..……	☐	☐
3. Do you have 24-hour service? ……...……..	☐	☐
4. Have you or anyone financially involved with your company ever been convicted of a felony involving stolen or embezzled vehicles, stolen property, fraud related to any towing business? ……..…...	☐	☐
5. Is your storage yard fenced? ……..…….	☐	☐
6. Is secure storage available?…….	☐	☐
7. Are your storage facilities alarmed? ……..	☐	☐
8. Do you or any member of your family operate another tow company currently operating within San Bernardino County? …….....	☐	☐
9. Do you share any facility (or portion thereof) with another tow company?…	☐	☐

If the answer to any of the above questions is yes, please provide a detailed description (i.e.; club name, name and type of felony, name of family operated tow company).

_____

_____

_____

_____

_____

10. Primary storage address: Owned ☐ Leased ☐ Rented ☐

11. Secondary storage address: Owned ☐ Leased ☐ Rented ☐

12. HOURLY RATE:

Class A $	**Class B $**	**Class C $**	**Class D $**

INSIDE STORAGE RATES:

Class A $	**Class B $**	**Class C $**	**Class D $**

OUTSIDE STORAGE RATES:

Class A $	**Class B $**	**Class C $**	**Class D $**

13. Years in the towing business? _____ (**Years**)

I declare under penalty of perjury that the above information is true and correct.

_____ OWNER'S SIGNATURE

_____ DATE

NOTE: Make clear copies for submittal; all paperwork submitted will become the sole property of the station and will not be returned.

Addendum to Tow Service Agreement

The following clarifications will be added to the _____ Tow Service Agreement. All companies applying to be on the San Bernardino County Sheriff's Department, _____Station rotation tow list must sign, and adhere to the following addendum:

1. ResponseTimes

Per the San Bernardino County Sheriff's Department Tow Service Agreement Section 7

A. The operator shall respond to the SBSD calls 24 hours a day, seven days a week, within the maximum response time established by the local station commander.
B. Any operators must respond to the scene of an incident within __ minutes of notification.
C. Any delays must have prior approval before accepting the call. The operator will advise Sheriff's Dispatch at the time of the notification if they are unable to respond or unable to meet the required response time.

2.Tow Companies Rotation

Per the San Bernardino County Sheriff's Department Tow Service Agreement Section 23

A. When any provision of the SBSD Tow Service Agreement conflicts with any city ordinance or written station policy, the conflicting city ordinance or written policy shall apply.
B. The Station Commander has established separate rotation tow lists for each class of tow truck to ensure an equitable distribution of calls. A call to an operator shall constitute one turn on the list and the operator shall be moved to the bottom of the list. This procedure may be substituted with an on-call by week basis.

1)Each company will have the rotation for _____ at a time. The rotation will change on _____ morning at _____ hours.

3.Number of Companies Allowed:

Per the San Bernardino County Sheriff's Department Tow Service Agreement Section 1

A. The local SBSD Station Commander shall determine the maximum number of tow companies that can reasonably be utilized and administered by the SBSD for a particular district. The Station Commander has directed that there will be no more than __ companies on the Station Tow Rotation list.

4. Tow Company Facility Requirements

Per the San Bernardino County Sheriff's Department Tow Service Agreement Section 2 H(1)The local SBSD station commander may establish a maximum radius for the location of a business office from which an operator may provide service for a tow district.

5. Special Tow Company Requirements

SAMPLE

Addendum to Tow Service Agreement Continued

I certify that I have read and understand this addendum and agree to abide by all of its provisions. I further agree to indemnify, defend, and hold harmless the County of San Bernardino and the San Bernardino County Sheriff's Department and their officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to the operator in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this Agreement. The operator, and the agents and employees of the operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the County of San Bernardino or the San Bernardino County Sheriff's Department.

ACKNOWLEDGMENT:

I have received a copy of this addendum.

_____ _____

Signature Company Name

SAMPLE

TOW SERVICE SELECTION

The prescribed selection criteria shall be uniformly, fairly, and objectively applied by the local station commander at every SBSD station in evaluating every applicant who applies for placement on a SBSD rotation tow list. At the time applications are considered, after taking into account all selection criteria and the public welfare, those qualified applicants who are deemed to best meet the SBSD's needs shall be placed on a SBSD rotation tow list up to the maximum number of operators the local station commander has determined can be reasonably and practically utilized and administered by the SBSD for the particular tow district in issue.

All station commanders shall be responsible for following the standardized procedure of accepting and inspecting tow service operators prior to making any tow service agreements.

Applications for towing services shall only be accepted during the Department open enrollment period. (March 1st through March 31st)

Any tow service operator requesting an application or information shall be directed to the Department website for a copy of the SBSD standardized Tow Service Agreement or given a copy from the Department website. (Application is included in TSA)

Each station shall hold an open enrollment process each year from March 1st through March 31st.

Each station commander or his designee shall provide for notification of open enrollment to all existing SBSD tow service operators prior to March 1st.

All existing tow service operators shall be required to re-apply each year during open enrollment.

Each station shall cause for a public notice of applications and open enrollment to be placed in the local newspaper for one week, between February 1st and February 15th.

Each station shall provide for a standardized facility inspection of all tow service operators who submitted a complete tow service application during the open enrollment period.

A standardized Tow Service Inspection Checklist shall be completed on all qualified tow service applicant's facility prior to June 1st.

Each station shall keep a tow service file and track all accepted applications

Each station shall keep a current copy of all selected tow companies TSA and completed Tow Service Inspection Checklist.

Tow Service Selection Criteria
San Bernardino County Sheriff's Department

The selection criteria are as follows:

1) inventory and condition of tow vehicles and other tow-related equipment

2) variety of tow vehicles available

3) commercial tow capability

4) storage capacity of storage facility and/or storage yard

5) security and safety of storage facility and/or storage yard

6) cleanliness of storage facility and/or storage yard

7) availability of indoor storage for search warrant execution and evidence processing of impounded vehicles

8) for-hire towing experience

9) disciplinary record while operating as a for-hire towing company

10) record of law compliance

11) record-keeping practices

12) history of response time to law enforcement service calls and to vehicle owners retrieving vehicles

13) reasonableness of towing and storage fee rates

14) geographical proximity to tow district

15) past cooperation with law enforcement

16) honesty and integrity

17) safety record as a for-hire tow company and bailee

18) Compliance with all applicable laws

JOHN McMAHON, SHERIFF-CORONER

February 1, 2014

Dear Owner/Operator,

At this time, we have __ openings for tow service agreements with the San Bernardino County Sheriff's Department/ _____ Station. Applications will be accepted from _____ through _____ , 2014.

An inspection will be conducted of all applying facilities and equipment between _____ and _____, 2014. Based on the results of the inspection and application process, you will be notified on or about _____, 2014 of our decision.

If you are accepted, you will be required to sign and agree to the San Bernardino County Sheriff's Department Standardized Tow Service Agreement before you will be placed on the _____ Station tow rotation list.

The duration of the agreement will be for a period of one (1) year, starting July 1, 2014.

Sincerely,

SAMPLE

JOHN McMAHON, SHERIFF-CORONER

February 1, 2014

Tow Rotation Companies

Subject: Mandatory Annual Tow Agreement Meeting

To Whom It May Concern:

On _____ the _____ Station will be holding our annual tow agreement meeting. The meeting will be held at the _____ located at _____. I have provided a copy of the Sheriff's Department Tow Agreement. Please read the tow agreement and bring a copy of the signed operator approval page to the meeting. I have enclosed a copy of the new addendum to the Tow Agreement. Please read the addendum, sign the back page and return it with your packet. Additionally, please complete an operator/driver information sheet for all of your current drivers as well as complete a tow truck inspection sheet for each truck. Per Section 5 of the tow agreement, please provide a current copy of your fee schedule for review and approval by the Station Commander. Any company unable to send a representative to the meeting will not be considered.

Sincerely,

SAMPLE

TOW SERVICE AGREEMENT SUMMARY

Tow Service: _____

Address: _____

Phone: _____

Tow Inspection Complete Yes / No

Tow Application Complete Yes / No

Prior Law Enforcement Tow Rotation Experience _____ points
(maximum of 5 points, consider all criteria from list)

Tow Inspection _____points (maximum number of points is 30)

Total Points _____Total Point (maximum number of points is 50)

Supervisor Review_____

Supervisor Signature_____

Employee #:_____ .

Date:_____.

TOW INSPECTION CHECKLIST

Tow Inspection Checklist: Date:_____

Tow Company:_____

Address: _____

Phone: _____

Deputy doing Inspection_____ Emp# _____

Vehicle Inspection

Truck License	Class	Pass	Fail
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

If more add additional sheet. Yes No

# of vehicles passed_____ # of vehicles failed_____% of fleet passed_____

Driver's License Check

Name/DOB	CDL#	Information Provided(see app) Yes	No
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

# of personnel passed____# of personnel failed____% of personnel passed_____

TOW INSPECTION CONTINUED

1. Storage Facility	*Points	1	2	3	4	5
A. Cleanliness		__	__	__	__	__
B. Security		__	__	__	__	__
C. Organization		__	__	__	__	__
2. Record Keeping (all aspects)		__	__	__	__	__

A. Invoices shall include description of vehicle, nature,of service, start time, end time, location of call, itemized cost of towing and storage, tow truck drivers' name and truck used.

B. Operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities (business license, etc.), lien sale actions, FCC Licensing and non-SBSD tows.

*Points explanation:
1 = Very Poor
2 = Poor
3 = Average
4 = Good
5 = Excellent

% conversion to points
95 -100 = 5
89 – 94 = 4
84 – 88 = 3
79 – 83 = 2
70 – 78 = 1

Total Tow Inspection points_____ (maximum number of points 30)