STOCKTON POLICE DEPARTMENT

GENERAL ORDER

TOWING OF VEHICLES

SUBJECT

DATE: June 30, 2017
NO: T-9
FROM: CHIEF ERIC JONES
TO: ALL PERSONNEL

INDEX: Towing of Vehicles
Impounded Vehicles
Holds on Towed Vehicles

I. POLICY

Officers of the Stockton Police Department will tow and store vehicles when necessary according to the California Vehicle Code or Stockton Municipal Code (SMC).

II. LAW

Officers will become familiar with Section 22650 to 22700 of the California Vehicle Code and Titles 5 and 10 of the Stockton Municipal Code.

III. PROCEDURE

A. Before towing a vehicle, the officer should consider the driver's wishes in its disposition.

B. Each incident consists of many variables, and each officer must use sound judgement and good police practices in deciding when to tow a vehicle. Some factors to consider:

1. The probability that the vehicle may be stripped since it has speed equipment, mags, etc. (In cases of doubt, the vehicle should be towed).

2. The probability that the vehicle may be stripped since it might be left in a high crime area.

C. Vehicles should generally be towed/or impounded under the following circumstances:

1. The driver is intoxicated to such an extent as to lose ability to reason.

2. The driver or owner has lost mental faculties control to the point that a rational decision cannot be made regarding the disposition of the vehicle.

3. The vehicle's position on the roadway creates a traffic hazard.

4. Vehicle registration has lapsed over six (6) months.

5. There is a question regarding the driver's legal possession.

6. Driver is unlicensed or driving on a suspended or revoked license.

7. Vehicle is evidence.

8. The vehicle was stolen, and the owner cannot take possession.

9. The vehicle was involved in an accident and in the officer's opinion the vehicle is disabled or a safety hazard.

D. When an officer elects to tow a vehicle, “slight care” must be provided to assure the security of the
vehicle and its contents.

1. "Slight care" is dependent upon the circumstances of each situation.

2. Rolling up the windows and locking the doors is sufficient according to court decisions.

3. Some alternatives to towing a vehicle:
   (a) If the driver gives permission to turn the vehicle over to a friend or relative. The officer must note the person's name, D.O.B., and address on the appropriate report.
   (b) The driver requests the vehicle be locked and legally parked where it was stopped, and none of the above apply.

E. Vehicle inventory.

1. Personnel having a vehicle towed and stored or impounded shall inventory the vehicle and complete a Motor Vehicle Report in accordance with law.
   (a) In cases of accidents where the driver is present and there is no reason to hold the vehicle, the completion of the Motor Vehicle Report Form is **not necessary**.

2. Items in open view will be inventoried.

3. Glove compartments, trunks, suitcases, etc., will be opened for inventory purposes unless sound police practices dictate otherwise.

4. If drivers or owners are present they should be asked if any valuables are inside the vehicle and they should secure them.

5. If the driver or owner is not present and the vehicle is to be towed, the following guidelines will apply:
   a. Items of minor value may be locked in the trunk.
   b. Items that are obviously high in value, such as money, diamonds, furs, etc., shall be safeguarded as necessary until a representative of the owner can take charge or other safe storage is arranged. If the owner or his/her representative cannot respond in a reasonable period of time, the officer will contact his/her supervisor and decide on booking the valuables into property. This will be noted on the Motor Vehicle Report form. A Property Receipt card (PD-1599) must be completed or at minimum, a note advising the owner what items were booked and where.
   c. Items may be turned over to the Tow Company for safekeeping but these items should be listed on the Motor Vehicle Report.

F. After the vehicle being towed and stored is inventoried and the Motor Vehicle Report is complete, the investigating officer and the agent of the Tow Company will sign it.

1. The agent of the Tow Company will receive a copy of the Motor Vehicle Report before he/she removes the vehicle.

2. The keys to the vehicle will generally be turned over to the agent of the tow company, but the owner or driver may be allowed to lock the car and retain the keys. The owner, however, should be advised that the towing agency may charge more for towing a locked vehicle.

G. Under all circumstances, the investigating officer will note the disposition of the vehicle on the appropriate report i.e. Crime Report, Accident Report, or Motor Vehicle Report.

H. A hold is not usually placed on a vehicle. If a hold is established, it will be on the basis of evidence protection or impounding. It will be the responsibility of the investigating officer, or officer in charge of follow-up, to remove the "HOLD" status as soon as possible. In addition, if inside storage was
If a vehicle needs to be towed with a HOLD or inside storage, the investigating officer will:

a. Request E.I.T., priority 1, at the scene or the garage, in lieu of inside storage or a HOLD. If this is not possible:

   (1) Request through the Telecommunications Center, a tow with inside storage available.

b. Complete the Motor Vehicle Report form with a notation in the remarks block, “HOLD FOR” and the specific reason for the hold.

c. Advise the tow truck driver specifically that there is a hold on the vehicle and that inside storage is required.

d. Notify the responsible division i.e., in the synopsis of the report, ATTN: Investigations Division with an explanation.

I. Special Circumstance Towing will be done by either detectives, at the request of detectives, or at the direction of a field supervisor. It will usually be done when a vehicle is involved in a major criminal investigation and extensive processing of the vehicle for evidence is required. Officers who request a Special Circumstance Tow shall note this on the Motor Vehicle Report form.

J. An officer having a vehicle towed will be responsible for providing information regarding the tow to the Headquarters Clerk. This information can be done by telephone or MDC. The information must be relayed prior to the officer clearing from the call.

K. The officer having a vehicle towed shall also be responsible for submitting the Motor Vehicle Report to the Headquarters clerk prior to securing from their shift.
STOCKTON POLICE DEPARTMENT

GENERAL ORDER

ABANDONED AUTOS

SUBJECT

DATE: March 1, 2005

NO: T-11

FROM: CHIEF ERIC JONES

TO: ALL PERSONNEL

INDEX: Abandoned Automobiles
Towing Abandoned Vehicles

I. POLICY

Primary responsibility of abandoned and disabled autos is with the district officer. The officer should take all steps to see that the public streets are clear.

II. LAW

Officers will become familiar with Sections 22652 and 22669d of the California Vehicle Code.

III. PROCEDURE

A. Public Street (Roadway)

1. Any officer investigating an abandoned auto will first check auto status to determine if the vehicle is stolen.

2. If the vehicle is not stolen and does not create a traffic hazard, the responding officer will forward the information, 'Attention to Abandoned Auto Detail'.

   a. Include exact location, description and license number.

3. If immediate towing is justified, then it will be incumbent upon the responding officer to tow the vehicle. Complete a report, Status "VEH". Complete the Vehicle Screen and Tow Tab.

   a. Monday thru Friday (8am – 4:30 pm), the responding officer will contact the "Contract Tow Company" via the Telecommunications Center. The Officer will then complete an MVR with all the needed information, and have the vehicle towed under applicable sections and sub-sections. If the vehicle does not have motive power, wheels etc., it may be towed under section 22669d C.V.C (The storage authority must be listed on the MVR.)

   b. If a vehicle must be towed other than (Mon-Fri. 8am-4:30 pm), the responding officer will request a rotation tow via the Telecommunications Center. Officers will not tow for 22669d CVC on week-ends. Anytime a non-motive vehicle is towed (22669d), forward a copy of the MVR to Abandoned Auto.

   c. Tow companies can refuse a tow at the risk of losing the city contract. (Rotation privilege). If an officer encounters a refusal, ask for another tow and complete an S.I.R. "Attention Traffic" outlining the entire circumstances.
B. Private Property

1. If the vehicle is not stolen, but located on Private Property or Public Property other than streets or roadways (parking lots etc.) and needs to be towed, the following will be adhered to:
   a. If there is no urgency, complete an S.I.R., and make it attention "Neighborhood Services - Vehicle Abatement". On the report, give a complete description of the vehicle and property owner's name. If contact was made, include the calling party's name, address and phone number.
   b. If it is imperative that the vehicle is to be towed, the responding officer can contact Neighborhood Services (Mon-Fri, 8-5).

2. Complete an MVR. Complete the ARS Report.

B. Traffic Section

1. Autos abandoned on private property or public property other than streets/roadways.
   a. When the Traffic Section receives notification of an abandoned auto on private property, whether directly from a citizen calling or the SPD Telecommunications Center, the City Community Development Department Building Division, Vehicle Abatement, will be notified by telephone, as soon as possible.

2. Autos abandoned on public property.
   a. Upon notification of an abandoned vehicle, Traffic Section shall complete the information form and forward it to Abandoned Auto Detail.
   b. Abandoned Auto Detail shall obtain registration and Stolen Vehicle Status (S.V.S.) information, and then go to the location marking the vehicle reported, leaving the 72 hour notice, and attempting to make contact with an owner or a representative, if the registration is current and the vehicle is not non-motive.
   c. After 72 hours, the vehicle will be removed by the Traffic Section, Abandoned Auto Detail.
   d. At the time the vehicle is towed, it will be inventoried.
   e. The personnel having the vehicle towed will fill out a MVR and see that the towing agency receives a copy.
   f. When parking citations are attached to the vehicle being towed, copies will be left with the vehicle.
   g. The Traffic Section will complete the MVR and make the appraisal of the auto. They will mail notices to the registered owner, legal owner of the stored vehicle and the garage storing the vehicle. The report should be completed.
   h. The officer completing the MVR will appraise the vehicle above or below $300 and put it in the proper block. Within 15 days from the date the notices are mailed, the Traffic Officer authorized by the Department of Motor Vehicles will sign the Junk Slip (22669d C.V.C only) for the designated contractor.
C. Headquarters Clerk

1. When a vehicle is being reported towed from private or public property, Headquarters personnel will check the vehicle license or identification number in the stolen vehicle system to verify the vehicle has not been reported stolen or wanted.

2. The vehicle information, license plate number, location towed from and the tow company will then be placed on the tow-away book located at Headquarters.
1. This Tow Rotation Agreement is entered into between the City of Stockton ("City") and Advanced Towing, Anderson's Towing, BG & Son Towing, Bob's Towing, City Wide Towing, Delta Valley Towing, Freedom Towing, J&E Truck Service, Mid-Valley Towing, Mike's Towing, Stan's Auto And Towing, Technique Tow, and Tuleburg Towing (each a "Contractor" and collectively the "Contractors") to provide vehicle towing services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
   Commences on: January 1, 2021       Terminates on: December 31, 2025

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ 182,500

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.
   (a) Exhibit A – Statement of Work
   (b) Exhibit B – Insurance
   (c) Exhibit C – General Terms & Conditions
   (d) Exhibit D – Professional Services Special Terms & Conditions
   (e) Exhibit E – Compensation Schedule
   (f) Exhibit F – Timeline
   (g) Exhibit G - Special Funding Terms & Conditions FEMA (if applicable check box) YES

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

---

CONTRACTOR

Advanced Towing

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Misty Whitney FOR ADVANCED TOWING 1/28/2021

Authorized Signature

Misty Whitney

Printed Name and Title of Person Signing

Misty Whitney PRESIDENT

Address

1700 C CHANNEL ST

STOCKTON, CA 95205

---

CONTRACTOR

Anderson's Towing (Calaska LTD) CORPORATION

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Kelly Hill

Authorized Signature

Kelly Hill OPERATIONS 1/28/21

Printed Name and Title of Person Signing

Kelly Hill OPERATIONS
2383 N. Wilson Way Stockton CA 95205

Contractor

BG & Son Towing

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):
Brian S. - sole proprietor

Authorized Signature

Printed Name and Title of Person Signing
Brian Gardner (owner)

Address
1285 N. Union St. Stockton CA 95205

Contractor

Bob's Towing

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):
Esmeralda Morgan

Authorized Signature

Printed Name and Title of Person Signing
Esmeralda Morgan

Address
2900 Loomis 12th Stockton CA 95205

Contractor

City Wide Towing

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):
Delaware LLC

Authorized Signature

Printed Name and Title of Person Signing
Roger Markowitz

Address
1891 E Market St Stockton CA 95205

Contractor

Delta Valley Towing

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date
DELA VALLEY TOWING

1919 E. MARVIN LUTHER WAY

CONTRACTOR

Freedom Towing

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.):
Freedom Towing

Authorized Signature

Date

Alfonso Ortega

OWNER

1036 E. Sonora St

J&E Truck Service

Contrator's Name (If other than an individual, state whether a corporation, partnership, etc.):
Alfred Wright

Authorized Signature

ALFRED WRIGHT

Date

1483 West Anderson St

Stockton CA 95206

CONTRACTOR

Mid-Valley Towing

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.):
Kenneth J. Moore

Authorized Signature

Kenedith. J. Moore

Date

1011 E. Lindsay St

Address
CONTRACTOR

Mike's Towing

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Andrew Olivarce Corporation 1-28-2021

Authorized Signature

Andrew Olivarce

Printed Name and Title of Person Signing

540 N. SCOTS AVE, STOCKTON, CA 95203

Address

CONTRACTOR

Stan's Auto and Towing

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.):

STAN'S AUTO & TOWING 2/11/2021

Authorized Signature

Signature

Printed Name and Title of Person Signing

Stan Kimbrough

Address

4035 N WILSON WAY, STOCKTON CA 95205

CONTRACTOR

Technique Tow

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.):

S

Authorized Signature

Signature 1-28-21

Printed Name and Title of Person Signing

Samuel Graham V.R

Address

CONTRACTOR

Tuleburg Towing

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.):

Signature

Authorized Signature

Byron Paiz, Owner

Printed Name and Title of Person Signing

2354 N. WILCOX RD, STOCKTON, CA 95215

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- Status: Complete
- Approval type: AMT - Dollar Based
- Step: 65
- Action taken: Approved
- Action taken date: 02/11/2021
- Action taken time: 09:32
- Comment:
# EXHIBIT A
## STATEMENT OF WORK
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This Tow Rotation Agreement (TRA) contains terms and conditions between the Stockton Police Department (SPD) for the city of Stockton, and various vehicle towing service companies wherein the parties agree to comply with in order to receive and maintain a position on a rotational tow listing with SPD. Participation in TRA is voluntary. An tow service company (OPERATOR), by agreeing to participate in the TRA, does not establish a contractual relationship with the SPD or the city of Stockton (CITY) and is not acting as an agent for the SPD or the CITY when performing services under this TRA. Exceptions to compliance with the agreement shall not be authorized by verbal agreement. SPD and CITY may be used interchangeably throughout this TRA.

1 TERMS AND CONDITIONS

A. The term of this agreement is made and entered into on January 1, 2021 ("effective date"), and shall be for a period of no more than five years from the effective date, thereafter renewable for one additional five-year term as mutually agreed between the parties.

B. Any tow service OPERATOR who requests to be included in this TRA acknowledges that the SPD, at its sole discretion, reserves the right to cancel the rotation and/or discontinue the use of the OPERATOR'S services by giving advanced written notice of its intent thirty (30) days prior to the effective date of the cancellation. The OPERATOR further acknowledges that under certain circumstances specified in these standards, the SPD may forgo the thirty (30) days notice requirement and impose an immediate suspension or termination, and that upon exercising its discretion as provided in these standards, the CITY shall incur no liability of any kind to the OPERATOR or any subcontractor or supplier of the OPERATOR.

C. In accordance with the specifications stated herein, each tow service OPERATOR shall provide tow services, subsequent lien sales, and disposal of unclaimed vehicles towed at the SPD's request. The services shall include, but not be limited to, the following:

1) Towing of vehicles impounded by the SPD that are held for investigation or as evidence in a criminal case;

2) Emergency towing of vehicles involved in accidents and/or stalled vehicles obstructing traffic and/or vehicles illegally parked and/or towing of vehicles whose driver is incapacitated or physically unable to drive the vehicle and/or towing of vehicles whose driver has been arrested and/or detained and cannot drive the vehicle and/or towing of vehicles under the 30-day impound authority (Veh. Code, 14602.6), and/or vehicles with five (5) or more outstanding parking citations;
3) Vehicle Identification Number ("VIN") tows of vehicles necessitating special procedures to ascertain vehicle identification numbers in compliance with requirements of the California Vehicle Code;

4) Tows of any abandoned vehicle, inoperative vehicle, or abated vehicle, from any street, alley, highway, or any other private or public property in the CITY pursuant to sections 8.12.010 through 8.12.140, inclusive, of the Stockton Municipal Code and California Vehicle Code section 22669;

5) Tows of vehicles being seized per sections 8.16.010 through 8.16.090 of the Stockton Municipal Code (Nuisance Vehicles);

6) Any other such tows of vehicles or vessels as may be ordered by any police officer, police employee, or any other employee or agent of the CITY who is properly authorized to order such removal. This shall include any vehicle that is submerged*. This shall also include the removal and storage of any abandoned vessel from city streets/property and/or private property, whether or not said vessel is attached to a trailer; or

*The determination as to whether a vehicle is submerged shall be at the sole discretion of the SPD representative requesting the tow. Generally, a submerged vehicle is one that requires substantial entry into water to recover the vehicle. If the vehicle is only partially in the water and can be recovered without the use of specialized dive equipment, it may be deemed submerged.

7) Upon request by the SPD or the CITY'S Fleet Maintenance, OPERATOR shall remove disabled City vehicles to the City Corporation Yard or a garage designated by CITY or render road service (limited to starting stalled vehicles and changing flat tires) to City vehicles. The CITY shall pay for these services at the established contract rate. Under no circumstances will a stalled City vehicle be started by pushing.

D. It shall be the right of any vehicle owner or driver involved in a traffic collision or other similar situation requiring tow service to request service of his/her own choosing, so long as the vehicle does not constitute a hazard and may be removed without undue delay, as determined by responsible SPD personnel.

E. The SPD reserves the right to periodically audit all charges and services made by OPERATOR for services provided under this agreement. Upon request, OPERATOR agrees to furnish the SPD with necessary information and assistance.
F. SPD shall provide all OPERATORS with twenty-four (24) hours notice on large sweeps. Large sweeps shall be defined as an expectation of twelve (12) vehicles or more.

G. The SPD shall only be responsible for release of impounded vehicles and personal property from impounded vehicles with Police holds. All other releases of vehicles and personal property shall be the responsibility of the OPERATOR.

H. The sale or transfer of the controlling interest in a company shall immediately terminate this TRA. However, the new owner may apply to participate in the tow rotation at any time during the remainder of the current term, regardless of the enrollment period.

I. No OPERATOR or applicant shall share equipment with any other OPERATOR or applicant involved with the TRA.

2 ROTATION LISTS

A. A call to an OPERATOR shall constitute one turn on the list; subsequently, the OPERATOR shall be moved to the bottom of the call list.

1) A call to an OPERATOR 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 canceled due to excessive response time.

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

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

C. Nothing in this TRA shall prohibit a SPD supervisor or scene manager, from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently at the top of the rotation tow list.

1) In such an instance, the selected company would then go to the bottom of the call list and those tow companies which were bypassed, would remain in the same list order.
3 TOW OPERATORS QUALIFICATIONS

A. OPERATORS applying to participate in this TRA shall have a minimum of three (3) verifiable years 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 rotation tow listing.

B. The three (3) verifiable years for-hire experience shall be decided by the SPD.

C. OPERATORS and owners who do not meet the three (3) verifiable years for-hire towing experience, may be considered if a full-time manager is employed who possesses three (3) verifiable years for-hire tow experience, as an owner, principal or full-time manager.

D. Management experience shall be decided and qualified by the SPD as follows:
   1) The designation of "manager" implies general power and permits reasonable inferences that the employee so designated is invested with the general conduct and control of his employer's business.
   2) An individual who has charge and control of a business and is vested with a certain amount of discretion and independent judgment.
   3) If the manager ceases to be employed by the company, this agreement shall be terminated until a new manager is approved by SPD.

4 TOW OPERATORS DUTIES AND RESPONSIBILITIES

OPERATORS agree to maintain the following:

A. A valid City of Stockton business license during the length of the agreement.

B. A sufficient number of tow truck drivers to fully meet the SPD needs. Failure by OPERATOR to provide sufficient staff to meet SPD's needs shall be deemed a material breach of contract and may constitute grounds for OPERATOR'S termination under this TRA.

C. An office facility with a primary storage yard within the Stockton area. All vehicles towed under this TRA will remain at OPERATOR'S primary storage yard. The Chief of Police may establish a maximum radius for the location of a business office and storage facility from which OPERATOR may provide service.
D. Own or subcontract at least eight (8) power-operated tow trucks, equipped with two-way radios or cell phones. The minimum requirements will be three (3) Class “A” tows, at least one (1) wrecker with an expandable boom and the ability to subcontract one (1) Class “B” tow, one (1) Class “C” tow, one (1) Class “D” tow, one (1) “Rotator” and one (1) “Lowboy”.

E. All equipment necessary for safe VIN verification. Such verifications will be made by SPD upon request of OPERATOR. OPERATOR shall assist SPD with tools and labor during such VIN verifications.

OPERATORS further agree to the following:

F. In the event OPERATOR discovers that a vehicle which has been towed that has a VIN which is different than the VIN showing on the Motor Vehicle Report (“MVR”), OPERATOR shall notify the SPD, Traffic Section, no later than three (3) days from the date of discovery.

G. OPERATOR shall be responsible for the protection of all TRA tows and/or stored vehicles in its possession until the vehicles have been released to their owner, or disposed of through legal process, and shall be responsible for safeguarding all articles left in the impounded vehicles. OPERATOR shall comply with SPD regulations regarding the inventory or removal of property found in towed/stored vehicles.

H. OPERATOR shall obtain approval from SPD prior to the removal of any property from an impounded vehicle. This requirement may not be waived in cases where a vehicle is impounded for evidence or investigation.

I. The OPERATOR will display the OPERATOR’S business name, address, and phone number at the primary business and secondary storage facility and on the doors of all tow trucks when operating under this agreement. The name, business, and phone number of any subcontractor shall also be displayed on the door of any subcontracted tow truck(s).

J. Upon request, OPERATOR shall provide CITY staff, or designated employee, with a radio to facilitate SPD to OPERATOR radio contact.

K. Vehicles held for investigation or recovered vehicles shall not be moved until authorized in writing by SPD. Vehicles with holds placed on them by SPD shall not be lien sold; however, OPERATOR may file for a lien but not complete the sale of the vehicle until such time as the hold is removed by SPD. OPERATOR shall not transfer title, nor accept any payment on a vehicle held for evidence until authorized in writing by SPD. Any inquiry into these vehicles should be forwarded to the Stockton Police Department Traffic Section.
5 TOW OPERATORS' BUSINESS LOCATION

A. An OPERATOR's place of business shall have a sign which clearly identifies it to the public as a tow service. The sign shall have letters which are clearly visible to the public from the street and shall be visible at night.

B. Business hours shall be posted in plain view to the public.

C. An OPERATOR's place of business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours.

1) "Normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, Labor Day, Lincoln's Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day (Section 22851(b) CVC).

2) Offices staffed with only one employee may be closed for one hour at lunch. A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.

3) Response to the office shall be within the time frame required for a normal SPD Class A tow.

D. The primary office facility shall, during regular business hours, afford the public shelter during rain or bad weather, shall have sufficient space to accommodate members of the public who have business with OPERATOR, and shall have a restroom and telephone available for public use.

E. The following documents, printed in a minimum of 12-point type, shall be posted by OPERATOR at all business locations and storage facilities in a conspicuous location easily visible to the public:

1) A complete copy of the agreement;

2) A schedule of all approved towing, storage, and additional charges as specified in the agreement; and

3) A notice explaining the procedure by which unclaimed vehicles are sold at public auction, including the locations of such auctions and publications in which such auctions are advertised, and stating that
all in attendance at such auction shall have an equal opportunity to bid.

F. OPERATOR shall at all times maintain accurate and complete records of each TRA tow provided, including those tows where no Motor Vehicle Report (MVR) is completed. These records shall contain, but not be limited to the following information:

1) Vehicle Identification Number (VIN), license plate number, year, make, model, and color of each vehicle towed;

2) Date and time request for tow was received;

3) Location from which vehicle was towed;

4) 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; and

5) Name, date of birth, address, and telephone number of person to whom vehicle is released.

G. The OPERATOR shall keep a written record of every vehicle stored for a period longer than 12 hours pursuant to Section 10650(a) CVC.

1) The record shall contain the name and address of the person storing or requesting the tow, the names of the owner and driver of the vehicle (if ascertainable), and a brief vehicle description (make, model, license plate number, and any vehicle damage) pursuant to Section 10650(b) CVC.

H. The OPERATORS primary office shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, and Federal Communication Commission licensing (if applicable), for all TRA tows.

I. The SPD may inspect all OPERATOR records without notice during normal business hours.

J. OPERATORS shall permit the SPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.

K. The SPD shall provide a receipt for any record removed from the place of business.
L. Records shall be maintained and available for inspection for a period of two (2) years plus the current term of this TRA.

M. Failure of the OPERATOR to comply with the aforementioned inspection requirements shall be cause for disciplinary action.

6 OPERATORS’ RESPONSE TO CALLS

A. The OPERATOR shall respond to calls 24 hours a day, seven (7) days a week, including weekends and holidays, within the maximum response time limits established herein.

B. The OPERATOR must respond to a dispatch order thirty (30) minutes of receiving the order from SPD or a CITY employee who has been duly authorized to request such tow services.

1) CITY recognizes that Class B, C, and D dispatches may exceed the desired thirty (30) minute response but said responses must be within reasonable time parameters as determined by SPD.

2) In the event OPERATOR fails to respond to a call and furnish a tow truck at the designated point of tow as prescribed above, SPD shall have the right by whatever means it deems appropriate, to have the vehicle towed by another tow provider. Repeated failures to meet the Class A response standards set forth above shall constitute a material breach of the TRA. In the event SPD determines in its sole and absolute discretion that OPERATOR is not meeting the response time standards, the procedures outlined in Section 20 “Disciplinary Action” of this TRA will be followed.

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

1) Any applicable permits (e.g., load variance, oversize) shall be valid and maintained in the tow truck.

D. OPERATOR shall advise SPD dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time.

E. If, after accepting the call, OPERATOR is unable to respond or will be delayed in responding, OPERATOR shall immediately notify the SPD communications center.
F. A failure to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements, shall result in disciplinary action pursuant to the terms of this agreement.

G. If service, other than towing, recovery, and load salvage, is canceled by the vehicle’s registered owner or agent, no lien shall arise for the service unless OPERATOR has presented a written statement to the vehicle’s registered owner or agent for the signed authorization of services to be performed pursuant to Section 3068(a) of the Civil Code.

H. OPERATOR shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled.

I. 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.

J. 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.

K. A SPD Supervisor may establish local policy which allows an OPERATOR to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call.

L. If two or more OPERATORS are called to the same incident, distribution of the vehicles shall be at the discretion of the SPD Incident Commander. Upon arrival, OPERATOR shall not solicit or make any attempt to take multiple vehicles. One call for service will be deemed as providing service to one vehicle.

M. When an OPERATOR responds to a major collision and or crime scene, they will make every attempt to contact the scene commander or their representative. They should inquire as to what services are required. Special instructions, access routes, evidence collection and storage instructions will be at the direction of the investigating officer.

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

O. Only OPERATOR’S personnel and the equipment requested shall respond to a TRA tow call (e.g., tow truck driver bringing girlfriend, children, or their dog, is not allowed).
1) An exception would be a responding tow truck driver trainee with an approved TRA driver, only if an approved SPD 234F, Tow OPERATOR/Driver Information, and documentation of tow truck driver training has already been submitted for the trainee to the SPD.

P. An OPERATOR shall not respond to a call assigned to another OPERATOR or re-assign a call to another OPERATOR, unless requested to do so by SPD.

Q. Nothing would preclude the OPERATOR from responding to an incident to ascertain if additional assistance or equipment is required.

R. There shall be no additional charge for any personnel or equipment which is not necessary to perform the required service.

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

T. The assigned OPERATOR may, with the concurrence of the scene manager, request a specific OPERATOR for additional assistance.

U. OPERATOR's request shall be routed through the SPD.

V. There may be times when an OPERATOR, who was not called to the scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the on-scene officer requests assistance in clearing the roadway; in such case:

1) OPERATOR may be requested by SPD to move the vehicle to a safe location and leave it; and

2) there shall be no charge for this assistance and the assistance provided shall not change the OPERATOR's place on the call rotation list.

W. 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 when vehicle recovery operations require a larger class tow truck.

7 DISPATCH AND TRACKING SYSTEM

A. Tow requests will be made by the Telecommunications Center of the SPD.

B. OPERATOR shall be responsible for contracting and paying for a private dispatch service. All OPERATOR'S will use one dispatch service. Said
dispatch service will be staffed twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays.

8 STORAGE FACILITY AND RELEASE OF PROPERTY

A. OPERATOR shall maintain the following minimum storage facility standards:

B. The primary storage facility shall be at the same location as the business address.

C. This requirement may be waived by written approval from the Chief of Police.

D. A secondary storage facility shall only be utilized if the primary storage facility is full.

E. There shall be no charge to the vehicle’s owner/agent for towing a vehicle from a secondary storage facility to the primary storage facility.

F. 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.

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

H. Prior to the utilization of new storage facilities, or which has not already been approved, the OPERATOR shall obtain written approval from the Chief of Police.

I. OPERATOR’s employees shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.

J. Upon approval from the SPD, OPERATOR or their employee shall release personal property from a vehicle which has been stored/impounded by the SPD at the request of the vehicle’s registered owner or agent (personal property is considered to be items which are not affixed to the vehicle).

1) A receipt shall be provided for the removed property, with a copy placed in the stored vehicle.

K. This procedure shall also apply to the removal of property by OPERATOR and/or their employee to a secured area within the business.
L. The requirement to obtain approval from the SPD prior to the release or removal of property may be excused by the SPD Supervisor if it is determined proper safeguards and procedures are utilized by the OPERATOR.

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

N. Personal property and/or the vehicle shall only be released at the primary storage facility.

O. Personal property or a vehicle release from a secondary storage facility shall only be granted if it is acceptable to the vehicle’s registered owner or agent.

P. No fee shall be charged for the release of personal property during normal business hours pursuant to Section 22851(b) CVC.

Q. The maximum charge for a non-business hours release shall be one-half the hourly tow rate charged, or less, for initially towing the vehicle pursuant to Section 22851(b) CVC.

R. No lien shall attach to any personal property in or on the vehicle pursuant to Section 22851(b) CVC.

S. All towed vehicles shall be stored on private property in an approved storage facility. At no time shall towed vehicles be deposited, placed, or stored on public roadways or right of ways.

T. A request for outside or inside storage by the customer or CITY shall be honored. If no request is made, the vehicle shall be stored in the least costly manner to the customer.

PRIMARY STORAGE YARD

A. Primary yards shall be in compliance with applicable City/County zoning regulations and permits. Yards must have an approved surface and pass an inspection by the applicable City department(s). Inspection and approval by the proper San Joaquin County agencies will also be required to ensure compliance with applicable County regulations.

B. If, at time of contract, OPERATOR does not have an approved surface yard, OPERATOR will be given a six-month period (from date of execution of his agreement) to upgrade the surface and have it approved.
C. The area must be adequately lighted during hours of darkness, adequately, as reasonably determined by the SPD.

D. Primary yards shall be enclosed by a substantial chain-link fence or wall, which complies with all applicable City and County ordinances, codes, and/or regulations. OPERATOR shall provide security at primary yard that is to the reasonable satisfaction of the SPD.

E. The area must have sufficient space to store at least one hundred (100) automobiles with at least two (2) feet of clearance between the sides of all vehicles, and at least one (1) foot clearance between the front or rear end of any vehicle and the front or rear end of another vehicle. The OPERATOR shall also maintain inside storage space to adequately store a total of (10) vehicles, five (5) vehicles for normal inside storage and five (5) vehicles for “special circumstances”. Said storage facility shall be in compliance with City/County zoning regulations and permits. Secondary storage locations may be included in the total space numbers; however, neither customers nor SPD shall be charged any additional fees above or beyond what customer or SPD would have been charged had the vehicle been stored at the primary storage location.

NOTE: “Special circumstances” shall mean closed access, controlled, caged, away, inside of building. This area must always be secure. This must be a dedicated area. If using part of a large bay, this area will be secured with no less than a 6 ft. fence. This fencing must be secured to a wall or flooring. Free standing fencing may be used if all sections are secure to each other and both ends are permanently secured to a wall. The gate will be secured with a lock at all times. The public, tow company employee and animals are prohibited from entering the special circumstances area, unless directed by an investigating officer. Signage must be posted, stating that the area has controlled access. “Keep Out”, “Do Not Enter” or anything similar will suffice. Any door leading to this area will be secure and will have the required signage.

The area should be well maintained. OPERATORS should keep it free of debris, unnecessary equipment and or items that would interfere with an inspection. It should not be used to store or work on equipment and or vehicles. OPERATORS personal vehicles should not be stored in this area. The area should be well lit. There should be a minimum of (3) foot clearance on all sides of the vehicles. Access points to this area should not be blocked at any time.

F. All storage operations shall be performed in such a manner as to prevent damage to vehicles and their contents.
SECONDARY STORAGE YARD

A. The OPERATOR may maintain secondary yards for vehicle storage. Secondary yards must be within a 3 mile radius of the business office.

B. The facilities shall be maintained to the reasonable satisfaction of the SPD, who may cause the facilities to be inspected from time to time to ensure they meet the following requirements:

1) Secondary yards shall meet the same standards as Primary Storage Yards as stated above.

2) OPERATOR may not impose any additional fees or charges for storage at a secondary location.

9 TOW TRUCK DRIVERS

A. OPERATOR shall ensure that tow truck drivers responding to TRA calls initiated by CITY are at least eighteen (18) years old and qualified, competent, and courteous employees of its company (since the public may associate their demeanor and actions with the CITY). OPERATOR shall also ensure that the tow truck drivers are 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 a TRA call, and possess the following minimum class of driver’s license:

1) Class A tow truck - a valid Class C (3) license or a valid Class A (1) license with valid medical certificate.

2) Class B tow truck - a valid Class C (3) license for nonregulated vehicles or a valid Class A (1) license with valid medical certificate for regulated vehicles pursuant to Vehicle Code section 34500.

3) Class C tow truck - a valid Class A (1) license with valid medical certificate.

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

C. OPERATOR shall maintain a current list of drivers.

1) OPERATOR shall provide a current list of its drivers to the Tow Hearing Officer upon agreement implementation. An updated list shall be provided to said officer within two (2) working days of any change in driver status.
2) OPERATOR shall, at a minimum, maintain the following information for each employee:

(a) Full name.
(b) Date of birth.
(c) California Drivers License number.
(d) Job title/description.
(e) Current home address.
(f) Current home phone number.

D. UNIFORM - Tow truck driver(s) shall wear the established uniform of their company. Said uniform shall be approved by the SPD. The Traffic Section of the SPD will maintain the approved uniform specifics on file. At a minimum, the name of the company and the name of the employee shall be clearly visible on the uniform.

10 TOW TRUCK INSPECTIONS

A. All tow trucks utilized by OPERATOR shall be inspected at least once annually. Tow truck inspection costs will be borne by OPERATOR. Only inspections conducted by authorized officers of the California Highway Patrol or authorized SPD Officers will be accepted. The fee for a tow truck inspection by a SPD Officer will be set by the Stockton City Council, and may, from time to time, be adjusted by ordinance or resolution of the City Council.

B. Storage facilities will also receive an annual inspection by the SPD at no cost to OPERATOR.

C. OPERATOR agrees to allow the CITY to inspect any and all storage facilities used to store tows under this contract, business office(s), and all equipment owned by OPERATOR at any time and for any reason, with or without notice. OPERATOR shall not utilize a tow truck on a City-generated tow call which has not been inspected and approved for use by either the California Highway Patrol or the Stockton Police Department.

11 RATES
A. The following maximum charges are established for services or materials furnished by OPERATOR engaged in the tow truck business in connection with any vehicle tow pursuant to this agreement:

1) For tows authorized by SPD, other authorized employees of the CITY, or a citizen's requested tow through SPD the tow rates shall be the following:

Class A tow .......................................................... $202.21
Class B tow .......................................................... $259.67
Class C tow .......................................................... $550.84
Class D tow .......................................................... $550.90
Lowboy tow ......................................................... $239.46
Rotator tow ......................................................... $638.49

2) Towing of any CITY owned vehicle; or vehicles being seized per sections 8.16.010 through 8.16.090 of the Stockton Municipal Code (Nuisance Vehicles) ........................................ $101.10

3) Storage fees per vehicle:

Inside storage ....................................................... $75.00 per day
Outside storage ................................................... $65.00 per day

Oversized vehicles; any vehicle over the length of 25 ft, will be charged at one and a half times the Class A outside storage rate.

The above rates represent the maximum an OPERATOR may charge on a TRA call. OPERATOR is not precluded from charging less when deemed appropriate. OPERATOR, nor their employee or agent, shall refer to any rate as the minimum required or set by the CITY/SPD.

3) Time expended in excess of sixty (60) minutes on-scene may be charged in fifteen-minute increments apportioned from no more than the proportionate hourly rate and shall be properly documented on the OPERATOR’S invoice. These additional tow truck or driver service fees may be charged under the following conditions or circumstances:

(a) When directed to “stand-by” by an authorized SPD/CITY employee or agent;

(b) Necessary accident and/or recovery operations; or

(c) Labor per hour for additional personnel as needed.
4) The schedule of rates charged by 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 at the scene.

5) Vehicles stored twenty-four (24) hours or less shall be charged for no more than one day storage. Each day of storage thereafter shall be calculated by calendar day (Civ. Code, 3068.1).

6) If a request for service by OPERATOR is canceled by the CITY or vehicle's owner/agent prior to OPERATOR taking possession of the vehicle, there shall be no charge by CITY to OPERATOR or by OPERATOR to the vehicle owner. However, the tow company will go to the top of the rotation list.

7) When any vehicle is ordered towed by SPD, and it is later determined that the City is responsible for the fee, such fee shall not exceed the amount of the fee provided in the schedule of fees for City-owned vehicles. The City shall not incur any storage charges. This includes vehicles seized/stored as evidence.

8) OPERATOR, or its employees, may commence lien sale proceedings after seventy-two (72) hours of possession, however, OPERATOR shall not charge lien sale fees to either the legal owner or registered owner of the vehicle until after the fifth (5th) business day of storage, per CVC section 3068.

Any violations of this section will be considered over-charging, a material breach of contract, and shall constitute grounds for termination of the agreement.

12 TOW RATE INCREASE

During the term of this agreement, THE CITY may increase tow and storage rates equal to the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers' United States City Average (CPI_W) for the twelve month period concluding with the November Index of each preceding year. This rate increase shall not exceed 5%.

13 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 understanding regarding rates or conditions to the TRA that would bring about any unfair condition which could be prejudicial to SPD, the motoring public, or other OPERATORS.
B. A finding by the SPD that any OPERATOR or applicant has been involved in collusion shall be cause for denial of an application. An OPERATOR or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on all TRA tows for the current year, plus three years.

14 ANNUAL OPEN ENROLLMENT/MEETINGS

A. The Chief of Police shall conduct, at a minimum, one (1) annual open enrollment meeting to discuss the forthcoming TRA terms and issues concerning the TRA.

B. SPD shall give the OPERATOR a 30-day written notice of the meeting.

C. If an OPERATOR or OPERATOR’s designee fails to attend the annual open enrollment meeting, the OPERATOR’s application shall be deemed withdrawn and thereby automatically denied.

D. The OPERATOR shall be provided with written notification of the denial and may re-apply during the next open enrollment.

E. Any subsequent meetings shall be mandatory for the OPERATOR or OPERATOR’s designee.

F. Failure to attend a meeting shall result in disciplinary action.

15 SEMI-ANNUAL MEETINGS

The SPD shall conduct meetings on a semi-annual basis to discuss issues concerning this agreement and related policy. These meetings shall be mandatory for the OPERATOR, or its designee. A minimum of fifteen (15) days advance written notice of these meetings will be given to OPERATOR.

16 SPECIAL MEETINGS

Special meetings may be called by SPD when fifteen (15) days advance notice is given. Meetings may also be requested by all contracted tow OPERATOR(S) with fifteen days advance notice. Such requests must be made in writing and signed by each OPERATOR.

17 DEMEANOR AND CONDUCT

A. While involved in the TRA operations or related business, the OPERATOR and/or its employee(s) shall refrain from any act of misconduct, including, but not limited to, any of the following:
1) Rude or discourteous behavior to the public or CITY employees;

2) Lack of service or refusal to provide service to the public or CITY employees;

3) Any act of sexual harassment or sexual impropriety;

4) Unsafe driving practices;

5) Exhibiting any objective symptoms of alcohol and/or drug intoxication. OPERATOR/tow truck driver shall submit to a Preliminary Alcohol Screening Test upon demand of a peace officer; or

6) Appearing at the scene of a TRA call without being attired in the OPERATOR’S established uniform.

B. Violation of the above provision may result in a reprimand, suspension, or termination of OPERATOR, as deemed appropriate by the SPD.

18 TOW COMPLAINTS

A. The OPERATOR shall maintain a formal complaint process and complaint form. The process and form shall be subject to approval by the SPD and shall provide the SPD with sufficient information to document and account for customer claims for damage, theft, or other complaints, and to show the status or resolution of such complaints.

B. OPERATOR shall respond to customer complaint(s) within five (5) working days and shall fax copies of complaints and documentation indicating the resolution reached to SPD.

C. The complaint form must include the following language:

1) “Unresolved complaints may be brought to the attention of (name of insurance company and contact info);”

2) Name and address of OPERATOR’S Insurance Broker handling the insurance coverage required pursuant to this agreement; and

3) The complaint form must be visible and available in the lobby.

D. All complaints received by SPD against the OPERATOR or its employee(s) will be accepted and investigated in a fair and impartial manner.
E. The tow OPERATOR and their employees shall cooperate with SPD investigators during the course of an investigation.

F. The OPERATOR shall be notified in writing of the findings within 30-days of the conclusion of any investigation.

G. Should the filing of criminal charges be a possibility, the SPD shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.

19 COMPLIANCE WITH LAW

A. OPERATOR and tow truck driver(s) must be in compliance with all applicable Federal, State, County, and Municipal Code provisions which are in force or become effective during the contract period which, in any manner, affect towing and storage of vehicles, including, without limitation, the requirement that any person who drives a tow truck for OPERATOR is properly licensed and that all tow vehicles meet Vehicle Code requirements.

1) In the event of minor traffic violations by a tow truck driver(s), OPERATOR shall be advised of the violations by SPD. The OPERATOR will be granted the opportunity to ensure that its driver(s) is/are in compliance with the law. Any subsequent traffic violations may be cause for action, in the form of a reprimand, suspension, or termination of the OPERATOR and/or the involved employee(s) privilege of performing under the TRA.

2) Any tow truck driver of OPERATOR who is not under the immediate observations of the OPERATOR while on duty and who, while driving a tow truck, is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to suspension and/or termination from participation as a tow truck driver on TRA tows. The length of any suspension will be at the discretion of the Chief of Police.

B. Any conviction of the OPERATOR involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving while under the influence of alcohol and/or drugs, or crimes of moral turpitude shall be cause for OPERATOR'S termination from participation in the TRA.

C. OPERATOR shall not allow any of its EMPLOYEES with any convictions involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving under the influence of alcohol and/or drugs, or crimes of moral turpitude to provide service for any TRA tows.
D. OPERATOR or any employee of OPERATOR arrested and/or charged for a violation involving any of the above crimes shall be suspended from providing services under this agreement until the case is adjudicated.

E. SPD personnel, as well as tow OPERATORS and their employees, shall not be offered or accept gratuities pursuant to CVC section 12110(a).

F. OPERATORS shall have a Carrier Identification ("CA") number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to the SPD during the enrollment period.

G. Expiration of an OPERATOR's MCP and/or suspension of the MCP, pursuant to Section 34623 of the California Vehicle Code, shall result in the immediate suspension of OPERATOR, as well as additional disciplinary action which may be imposed by the Chief of Police.

H. OPERATOR'S supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the OPERATOR is responsible for assuring that the subcontractor, supplier, and/or OPERATOR have been properly authorized to use the process or for providing another process which is comparable to that which is required.

I. The OPERATOR shall be in compliance with all California Vehicle Code requirements pertaining to the operation and maintenance of said tow trucks and operation of its business.

J. OPERATOR shall comply with Section 22651.1 of the California Vehicle Code with respect to acceptance of payment. OPERATOR, or its employees, shall accept a valid bank credit card or cash, at the customer's discretion, for payment of towing and/or storage costs.

20 DISCIPLINARY ACTION

A. The SPD shall take disciplinary action against OPERATOR for violations that are investigated and determined to be substantiated by the SPD. The Chief of Police shall have unfettered discretion regarding the length of any suspension imposed or with regard to any decision to terminate OPERATOR'S participation in any towing agreement. However, such discretion shall not be unreasonably exercised, and except as otherwise indicated in these standards (i.e., where conditions warrant immediate and/or summary suspension or termination), discipline shall be imposed in a progressive manner, taking into consideration such factors as the OPERATOR'S overall performance and prior violations, if any.
B. Depending on the circumstances, a violation of the equipment requirements related to safety may be cause for either suspension or termination from the agreement. Any period of suspension shall be determined by the Chief of Police in his sole discretion. Suspensions will remain in effect until the period of suspension is completed and the Stockton Police Department has conducted an inspection and found that the OPERATOR is in compliance.

C. Depending on the circumstances, a violation of overcharging, based upon fees set in these standards, may be cause for suspension or termination from providing TRA towing. Any period of suspension shall be determined by the Chief of Police. Any suspension will remain in effect until the period of suspension is completed and the OPERATOR has presented proof to SPD that reimbursement has been made to the aggrieved customer(s).

D. Failure of the OPERATOR to satisfy a court order mandating that the OPERATOR reimburse a vehicle or property owner for damage or loss which occurred while the vehicle was in the OPERATOR'S custody may result in the OPERATOR'S suspension or termination from providing TRA towing, depending on the circumstances. Any period of suspension shall be determined by the Chief of Police. Any suspension shall remain in effect until the period of suspension is completed and the OPERATOR has presented proof of the reimbursement.

E. Failure of OPERATOR to comply with the inspection requirements of these standards may result in a suspension. The period of any such suspension shall be determined by the Chief of Police. The suspension shall remain in effect until the period of suspension is completed and the OPERATOR has complied with the inspection requirement.

F. Failure of the OPERATOR to maintain the minimum insurance requirements, as set forth in “Exhibit B,” shall constitute a violation of these standards and shall result in the OPERATOR’S immediate suspension from providing TRA towing. Such suspension shall remain in effect until such time as the OPERATOR has complied with the applicable insurance requirements and the Chief of Police, in his sole discretion, decides what, if any, additional disciplinary action, up to and including termination from providing TRA towing, should be imposed. The OPERATOR may be subject to additional disciplinary action for failing to notify the SPD, in advance, of any insurance policy expiration and/or cancellation.

G. In the event SPD determines in its sole and absolute discretion that OPERATOR is not meeting the response time standards, the following procedures will be followed:
1) SPD will notify OPERATOR that OPERATOR'S performance is unacceptable;

2) As part of the notification, SPD will provide sufficient details concerning instances of non-performance to allow OPERATOR to identify responsible employees involved in the delays;

3) OPERATOR will take immediate and specific steps to improve its performance;

4) Within thirty (30) days, OPERATOR shall provide a written report to SPD on the steps it has taken to improve OPERATOR'S performance; and

5) If, after these procedures, OPERATOR has failed to take adequate steps to improve its performance, as determined by SPD in its reasonable discretion, such failure shall constitute a material breach and grounds for termination of OPERATOR'S privilege to provide services under this TRA.

H. In lieu of termination, the Chief of Police may impose additional suspensions for longer periods if deemed appropriate.

I. Nothing herein shall be deemed to prohibit the Chief of Police from imposing an immediate suspension or termination from providing City-generated towing of OPERATOR and/or any employee(s) of OPERATOR whose conduct, in the Chief's sole opinion, is a danger to the motoring public or constitutes a gross violation of these standards set.

J. A suspended or terminated 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.

K. If the OPERATOR is serving a suspension for one year or more, the OPERATOR shall be required to have complied with all terms and conditions of the current TRA at the time of reinstatement.

L. An OPERATOR shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or re-application.

M. Records of any violations of TRA standards committed by OPERATOR while operating under these standards, or at any prior time during which the OPERATOR provided towing services for the CITY pursuant to an agreement with the CITY, shall be retained by the SPD for the duration of the OPERATOR'S participation in City-generated towing (and such additional periods as required under applicable state law), and may be
considered in determining the levels of progressive discipline.

21 HEARING/APPEALS FOR DISCIPLINE

A. A hearing shall be granted, upon an OPERATOR’s request, within ten (10) calendar days that OPERATOR was served with discipline action for any of the following circumstances:

1. Denial of an OPERATOR’s rotation tow application (SPD 234A, Rotation Tow Listing Application); or

2. Denial of an OPERATOR/driver application (SPD 234F, Tow OPERATOR/Driver Information).

B. A hearing shall be granted, upon an OPERATOR’s request, as soon as practicable, for any disciplinary action resulting in a suspension or termination of the OPERATOR’s participation in this tow agreement.

C. The hearing shall be conducted by the Chief of Police or designee, and the OPERATOR shall be entitled to present all relevant facts and circumstances in support of the OPERATOR’s position.

D. OPERATOR shall be entitled to present testimony of at least one qualified person.

E. OPERATOR shall be notified in writing of the Chief of Police’s decision(s) within ten (10) business days of the date of completion of the hearing.

F. Following a hearing, if the OPERATOR is dissatisfied with the Chief of Police’s decision(s), the OPERATOR may appeal by submitting a written request to the City Manager within ten (10) calendar days.

G. OPERATOR shall have the same rights as afforded at the hearing conducted by the Chief of Police or his designee.

H. The OPERATOR shall be notified in writing of the City Manager or his designee decision(s) within ten (10) business days of the completion of the appeal.

I. The City Manager’s decision shall be final and subject to no further administrative appeal.

J. 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 CITY shall be final and the disciplinary action shall take effect upon written notification to the OPERATOR by the Chief of Police.

22 MIDTERM REVIEW

A. The purpose of this section is to provide a process for a Mid-Term Review of the terms and conditions of the agreement in the event there is a legitimate and substantial change in conditions or law affecting OPERATORS, CITY, or the SPD. Examples of conditions may include, but not be 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 CITY or the OPERATORS to perform specific functions or operations in order to comply; or

4) Changes in the terms and conditions of the agreement brought about as a result of recommendations from the Chief of Police and approved by the City Manager.

B. A request for Mid-Term Review of the terms and conditions of the agreement shall be communicated to SPD in writing from all OPERATORS. The CITY may also request a Mid-Term Review if it is in the best interests of the motoring public, the OPERATORS, and/or the CITY.

C. Conditions indicating a need for a Mid-Term Review must be substantial. The review process is not intended to provide relief for OPERATORS who might wish to increase 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 OPERATORS.

D. A Mid-Term Review, when granted will not automatically authorize a change in the terms and conditions of the agreement. If a Mid-Term Review is announced, it is the responsibility of SPD to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change(s) is/are justified.

E. Any change in the terms and conditions of the agreement which may result from the Mid-Term Review shall not be effective until approved in writing by the CITY.

23 ADVERTISING
OPERATOR shall not display any sign or engage in any advertisement indicating an official connection with the CITY or the SPD; i.e., "Official Stockton Police Tow," "Approved by SPD," etc. This will not preclude the Chief of Police from implementing a system of marking and/or identifying particular tow trucks as having passed a Stockton Police Department or California Highway Patrol inspection or as being certified for TRA towing.

24 TOW TRUCK CLASSIFICATIONS

A. OPERATOR shall equip and maintain for each class of tow truck designated herein the equipment designated below in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, and the specifications contained in this TRA.

B. Tow truck equipment and specifications listed in this agreement are the minimum acceptable. Auxiliary equipment will be required in each class. All references to "tow trucks" shall have the same applicability as "tow cars" under CVC section 615.

C. EQUIPMENT LIMITATIONS:

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.

D. TOWING LIMITATIONS:

The criteria to use in determining the safe towing limits for a truck are:

1) The total weight of the truck, including the lifted load, must fall within the manufacturer’s Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR/RAWR).

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

3) For proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

E. IDENTIFICATION LABELS:

Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rate capacity.
F. RECOVERY EQUIPMENT RATING:

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).

1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.

3) 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.

G. SAFETY CHAINS:

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

H. CONTROL/SAFETY LABELS:

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

I. WIRE ROPE

Wire rope shall be maintained in good condition. Only wire rope with swaged ends with metal sleeves in the loops shall be approved for use by the SPD. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are two or more wires broken in lay length, or when there is other visible evidence of loss of strength.

J. Class A Tow Trucks

1) Class A Tow Truck Equipment Specifications:

(a) 14,000-19,500 pound GVWR chassis.

(b) Four-ton boom and recovery equipment rating.

(c) Hydraulic or mechanical winch.
(d) 100 feet of 3/8", 6X19 cable or Original Equipment Manufacturer's (OEM) specifications.

(e) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.

(f) Minimum of two safety chains, 5/16" alloy or OEM specifications.

(g) Tow sling rating of 3,000 pounds.

(h) Wheel-lift safety straps or equivalent mechanical device.

NOTE: All required wheel safety straps or equivalent wheel retention devices, tie-down straps, and two safety chains shall be used during towing operations.

(i) Tow dolly.

(j) One three-ton snatch block.

(k) Wheel lift rating or under lift rating:

(l) Retracted - 3,000 pounds.

(m) 85" extension - 3,000 pounds.

2) Class A Car Carrier (One Car) Equipment Specifications:

(a) 14,500 - 16,000 pounds GVWR chassis.

(b) Hydraulic or mechanical winch.

(c) 50 feet of 3/8", 6X19 wire rope or OEM specifications.

(d) J/T hook loading bridle/chains.

(e) Safety chains, 5/16" alloy or OEM specifications, two pairs of safety chains for the vehicle being transported.

NOTE: All required tie-down straps and four safety chains shall be used during vehicle transportation.

3) Class A Car Carrier (Two Cars) Equipment Specifications:

(a) Minimum 16,001 pounds GVWR chassis.
(b) Hydraulic or mechanical winch.

(c) 50 feet of 3/8", 6X19 cable or OEM specifications.

(d) J/T hook loading bridle/chains.

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

**NOTE:** All required tie-down straps and four safety chains shall be used during vehicle transportation.

K. **CLASS B:**

1) Class B Tow Truck Equipment Specifications:

   (a) 19,501-33,000 pounds GVWR chassis.

   (b) Air brakes or hydraulic with air hookup package and single control compressor.

   (c) 14-ton boom and recovery equipment rating.

   (d) Hydraulic or mechanical winch(es).

   (e) 150 feet of 7/16", 6X19 wire rope or OEM specifications.

   (f) Tow chains, 5/16" alloy or OEM specifications.

   (g) Two safety chains, 5/16" alloy or OEM specifications.

   (h) Tow sling rating 7,000 pounds (when applicable).

   (i) Two eight-ton snatch blocks.

   (j) Wheel lift safety straps or equivalent mechanical device.

**NOTE:** All required wheel safety straps, or equivalent wheel retention devices, tie-down straps, and two safety chains shall be used during towing operations.

(k) Wheel lift or under lift rating:

   (1) Retracted - 10,000 pounds.
(2) 85" extension - 8,000 pounds.

2) Class B Car Carrier (One Car) Equipment Specifications:
   (a) 19,501 pounds or more GVWR chassis.
   (b) Hydraulic or mechanical winch.
   (c) 50 feet of 3/8", 6X19 cable or OEM specifications.
   (d) J/T hook loading bridle/chains.
   (e) Safety chains, 5/16" alloy or OEM specifications; two pairs of safety chains for the vehicle being transported and two pairs of safety chains for the vehicle being towed.

   **NOTE:** All required tie-down straps and four safety chains shall be used during transportation.

L. CLASS C:

1) Class C Tow Truck Specifications:
   (a) 33,000-50,000 pounds GVWR chassis.
   (b) Air brakes with air hookup package and single control compressor.
   (c) 25-ton recovery equipment rating.
   (d) Hydraulic or mechanical winch(es).
   (e) 200 feet of 5/8", 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 of 12,000 pounds (when applicable).
   (i) Two 12-ton snatch blocks.
   (j) Under lift rating:
      (1) Retracted - 25,000 pounds.
(2) 100" extension - 12,000 pounds.

NOTE: All required tie-down devices and two safety chains shall be used during towing operations.

25 AUXILIARY EQUIPMENT

A. CLASS A TOW TRUCKS:

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

1) Required Equipment:

(a) Towing Sling - A J/T hook tow chain assembly, 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) Car Carrier - A 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) Extension - Brake and tail lamps.

(e) Fire Extinguisher.

(f) Broom.

(g) Shovel.

(h) Reflective triangles.

(i) Flares.

(j) Trash can(s) with absorbent.

(k) One, 3-ton snatch block.

(l) Shop-to-truck communication system (C/B excluded).

2) Service and Other Equipment:
(a) Adequate emergency supply of fuel in an approved container.
(b) Booster battery or hot box starting system.
(c) Hydraulic jack capable of handling passenger cars and light trucks.
(d) Metric and standard lug wrenches.
(e) Rubber mallet/hubcap tool.
(f) Lockout tools.
(g) Motorcycle straps.
(h) First-Aid kit.
(i) Sledge hammer.
(j) Bolt cutters.
(k) Crowbar.
(l) Tool kit containing tools appropriate for job specification.

B. CLASS B TOW TRUCKS:

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

1) Required Equipment:

(a) Towing Sling - A J/T hook tow chain assembly, a 4"X4"X48" and a 4"X4"X60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

(b) Wheel Lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

(c) Truck Hitch - Tow chain assembly, a 4"X4"X60" and a 6"X6"X60" wooden crossbeam (as necessary), aluminum tow angle(s), and safety chains.

(d) Under Lift - An assortment of lift forks/ adaptors, safety tie-down chains, and safety chains.
(e) Extension - Brake and tail lamps.

(f) Fire extinguisher(s).

(g) Broom.

(h) Shovel.

(i) Reflective triangles.

(j) Flares.

(k) Trash can(s) with absorbent.

(l) Two 8-ton snatch blocks.

(m) Axle covers/caps.

(n) Air hoses and necessary fittings to provide aid to the towed vehicle.

(o) Shop-to-truck communication system (C/B excluded).

2) Service and Other Equipment:

(a) Adequate emergency supply of fuel in an approved container.

(b) Booster battery or hot box starting system.

(c) Hydraulic jack capable of handling passenger cars and light trucks.

(d) Metric and standard lug wrenches.

(e) Rubber mallet/hubcap tool.

(f) Lockout tools.

(g) Motorcycle straps.

(h) First-Aid kit.

(i) Sledge hammer.

(j) Bolt cutters.
(k) Crowbar.

(l) Tool kit containing tools appropriate for job specification.

C. CLASS C TOW TRUCKS:

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

1) Required Equipment:

(a) Towing Sling - A tow chain assembly, a 4"X4"X60" and a 6"X6"X60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.

(b) Truck Hitch - Tow chain assembly, a 4"X4"X60" and a 6"X6"X60" wooden crossbeam (as necessary), aluminum tow angle(s), and safety chains.

(c) Under Reach - An assortment of lift forks/adapter(s), safety tie-down chains, and safety chains.

(d) Extension - Brake and tail lamps.

(e) Fire Extinguisher(s).

(f) Broom.

(g) Shovel.

(h) Reflective Triangles.

(i) Flares.

(j) Trash can(s) with absorbent.

(k) Steering wheel clamp.

(l) Two 12-ton snatch blocks.

(m) Axle covers/caps.

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

(o) Shop-to-truck communication system (C/B excluded).
2) Service and Other Equipment:
   
   (a) Adequate emergency supply of fuel in approved container.
   
   (b) Booster battery or hot box starting system.
   
   (c) Hydraulic jack capable of handling passenger cars and light trucks.
   
   (d) Metric and standard lug wrenches.
   
   (e) Rubber mallet/hubcap tool.
   
   (f) Lockout tools.
   
   (g) Motorcycle straps.
   
   (h) First-Aid kit.
   
   (i) Sledge hammer.
   
   (j) Bolt cutters.
   
   (k) Crowbar.
   
   (l) Tool kit containing tools appropriate for job specification.

26 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton’s sole negligence or willful acts. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

27 SIGNATURE AUTHORITY AND COUNTERPARTS

The undersigned hereby represents and warrants that they are authorized to execute this agreement, and may be executed in counterparts which shall together constitute one document.
OPERATOR APPROVAL

I certify that all drivers operating under this TRA are qualified and competent. I further certify that I have read and understand this TRA and agree to abide by all the provisions stated herein.
EXHIBIT B
INSURANCE REQUIREMENTS
(Tow Operator)

Operator shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Operator, their agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** (AL): ISO Form Number CA 00 01 covering scheduled, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Uninsured Motorist**: Legal minimum, combined single limit.

4. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and **Employer’s Liability** Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

5. **Garage Liability**: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than **$500,000**.

6. **Garage Keeper’s Liability**: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.

7. **On-Hook Coverage/Cargo**: 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

8. **Minimum Level of Financial Responsibility** (as required by Section 34631.5 CVC) – 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

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the City’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor’s insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Claims Made Policies (Only applicable to Pollution or Professional Liability)

If any coverage required is written on a claims-made coverage form:
1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A. VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best rating of no less than A+:X.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.
Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements. If necessary, copies of the applicable insurance language, effecting coverage required by this contract may be included. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Certificate holder address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- 400 E Main Street, 3rd Floor – HR
- Attn: City Risk Services
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor’s work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: "Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as
proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request.” Contractor shall provide proof of such compliance and verification to the City upon request.

**Special Risks or Circumstances**

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

   3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor’s invoice, City will review invoice, and if acceptable make payment on approved invoice.

   3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor’s Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor’s work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree
to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

   9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

   9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's
control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. **Subcontractor.**

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. **Termination.**

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party’s option, may terminate this Agreement by giving written notification to the other party.

11.3 **Funding- Non-Appropriation.** It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. **Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton’s sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. **Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.
17. **Licenses, Certifications and Permits.** Prior to the City’s execution of this Agreement and prior to the Contractor’s engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor’s services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
24. **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City’s nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that “no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” [42 USC Section 2000d](http://www.dol.gov/ofamreg/statutes/titlevi.htm). The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor’s business.

28. **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.
29. **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. **Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. **Entire Agreement, Integration, and Modification.**

   31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

   31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
EXHIBIT D
PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

   1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

   1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

   2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

   2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

   3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

   3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other
losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. **Standard of Performance**

   In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

   4.1 Contractor’s Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor’s profession currently practicing under similar conditions. Contractor shall comply with the profession’s standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

   4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

   4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City’s rights against Contractor either under this Agreement, at law or in equity.

5. **Compensation**

   5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

   5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed
basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. **Personnel**

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor’s officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor’s officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers’ compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor’s compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 **Key Personnel:** Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. **Reports and Information**

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.
8. **Findings Confidential**

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. **Copyright**

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. **Deliverables**

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.
EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. **Project Price**

1.1 The maximum the Contractor shall be paid on this Agreement is $ 182,500 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 **Standard Reimbursable Items:** Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

   i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.

   ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

   iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.
1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

2. Task Price. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A Tow</td>
<td>$202.21</td>
</tr>
<tr>
<td>Class B Tow</td>
<td>$259.67</td>
</tr>
<tr>
<td>Class C Tow</td>
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<td>Class D Tow</td>
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<td>Lowboy Tow</td>
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<td>Rotator Tow</td>
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<td>Nuisance Vehicle</td>
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<tr>
<td>Inside Storage</td>
<td>$75.00</td>
</tr>
<tr>
<td>Outside Storage</td>
<td>$65.00</td>
</tr>
</tbody>
</table>

5. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Police Department  
Attention: Traffic Section  
22 E. Market Street  
Stockton, CA 95202
EXHIBIT F

TIMELINE

1. Operator shall complete the requested services identified in Exhibit A as follows:

1.1 TIMELINE FOR COMPLETION OF WORK

1.1.1 Operator shall complete all tasks specified in this Agreement on an as-needed basis as requested by the City.
CONTRACT ROUTING FORM

Contract Number C-11-029 NP 1st Extension
(For Clerk's Use)

**EXPELITE**

CITY CLERK

City of Stockton
City Manager's Office

**RECEIVED**

Date Received

RECEIVED

APR 26 2016

City Clerk

Date Received

RECEIVED

City Manager

Date Received

CONTRACT TYPE (select one)
- Original
- Amendment/Renewal/Change Order
- Grant
- Subdivision Agreement
- Other
- Permanent
- Temporary

CONTRACT INFORMATION

Contract Amount: $7,500 (estimate for 5 yr term)

Contract Title: Tow Rotation Agreement 2016-2020
Vendor/Other Party: 16 Tow Vendors
Contract Start Date: January 1, 2016
Contract End Date: December 31, 2020
Contract Term: 5 years

COUNCIL APPROVAL REQUIRED? ☐ Yes ☐ No (provide account # if no)

Council approval required for contracts over $75,000 for Fiscal Year: 2015 - 2016
Approved by Council on: December 8, 2015
Agenda Item No: 15-2097
Copy Attached

REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):

Business License Required? ☐ Yes ☐ No
Business License No. Various Companies
Bonds Required? ☐ Yes ☐ No
Insurance Required? ☐ Yes ☐ No
Notary Required? ☐ Yes ☐ No
Recordation Required? ☐ Yes ☐ No

Routing Order

12 DEPARTMENT: PD - Fiscal Affairs/Chief's Office

DEPARTMENT HEAD APPROVAL
Project Mgr: Erin Metller ext: 8533
Staff: Janelle Taggart ext: 8651
Forwarded to: Risk Services on: 12/30/15 by: PSR

1 VENDOR/OTHER PARTY

Signed (1) originals on: Various dates
Forwarded to: N/A on: by:

2 RISK SERVICES

Insurance approved on: 03-30-16 by: RCC
Bonds approved on: 03-29-16 by: RCC
Forwarded to: City Attorney on: 03-29-16 by: RCC
RM #: 16-182

3 CITY ATTORNEY

Approved as to Form and Content on: 11/11/16 by: MCC
Forwarded to: City Manager on: 11/11/16 by: MCC

5 CITY MANAGER

Signed by City Manager on: 12/6/16 Forwarded to: City Clerk on: 12/6/16 by: MC

6 CITY CLERK

City Clerk attested on: 12/8/16 Returned (1) original(s) to dept. on: 12/8/16 by: GLO
Retained (0) original(s) for City's file. Hard Copy on file? Yes ☐ No ☐ OB #

7 ORIGINATING DEPARTMENT:

Requisition No. Original sent to vendor on: by:
Copy of contract to be retained by department. Original on file in the Clerk's office.
Copy of contract sent to Purchasing on: by:

10 PURCHASING: Purchase Order No. PUR No.

* Three tow companies are still working on their insurance. See email.
Good afternoon, I was finally able to get answers for you from our Traffic Section. The agreement started January 1, 2016 as an extension of the prior five year agreement. The City does not routinely pay for tow services, this agreement is more to set an equitable process for contacting towing companies to assist on calls for service. The Tow Company is responsible for billing the registered owner or responsible party for the charges incurred by providing the service. Occasionally state law will require SPD to pay the bill or one of our own cars will require the tow service, but that is not a regular occurrence and has not happened since January 1, 2016.

In regards to insurance and business licenses, the way the Rotation Agreement is set up, any tow company listed that is not in compliance with all provisions, including BL and Insurance, are issued a suspension notice and given an window of time to comply. If they choose not to comply, they are removed from the list and are not eligible to return to the active list until the annual open enrollment period is conducted and they are found to be in compliance.

Please let me know if there are other questions.

Thanks,

Erin

Hi Erin,
I am working on processing the Tow Rotation Agreement in Christian’s absence this week. Attached you will find the companies that do not have an active business license that will need to secure one prior to the agreement moving forward. Please, work with Jennifer (ASD, Revenue) to update the vendors’ business licenses.

Also, Laurie had some follow up questions. Since the agreement should have started January 1, 2016, what is currently being done about Tow Services? Are we still rendering services? If so, how does it get paid? Do the fees collected from the public pay for the services?

Thanks,

Ariana Ayala
Program Manager III
Direct: 209-937-7182
TOWING SERVICE VENDORS FOR THE POLICE DEPARTMENT

RECOMMENDATION

It is recommended that City Council approve a motion authorizing a five-year extension of the City of Stockton Tow Rotation Agreement for 2016 to 2020 and establish a new baseline tow rate structure pursuant to the Agreement.

Summary

The Police Department's Traffic Section has the need to tow vehicles involved in traffic stops and accidents within the City on a routine basis. The currently active Tow Rotation Agreement identifies the process for requesting towing assistance, and the qualified vendors who provide towing service. Under the terms of the agreement, every year the tow companies are provided an opportunity to participate in the rotation, and must maintain vehicles and insurance in accordance with the agreement terms. The current agreement expires on December 31, 2015, and may be extended for an additional five years, which extension staff recommends Council approve (Attachment A). Staff is also recommending approval of a new baseline tow rate structure as authorized under the Agreement.

DISCUSSION

Background

The Police Department’s Traffic Section began using a rotating list of tow company vendors in the 1990's. The list was established in response to a lawsuit filed against the City alleging that the City attempted to limit the number of tow companies that could be included in the agreement. The list is now maintained by staff in the Traffic Section in a rotating fashion according to a set of predictable and equitable criteria. The agreement is maintained in order to set pricing and specifications for towing services. Primarily, towing services are required for traffic accidents, and impounding of vehicles (impounds relate to unlicensed drivers, expired registration, or evidence collection). Towing services are also used for City vehicles when they break down or need a tire change. On January 1, 2011, the City entered into an agreement with the participating tow companies, for a period of five years with an expiration date of December 31, 2015 (Tow Rotation Agreement).

Per Section 14 of the Tow Rotation Agreement, the Police Department must hold one open enrollment meeting every year to discuss the Tow Rotation Agreement terms and any issues. Interested tow companies are notified in writing of the meeting 30 days in advance. Any tow company not currently participating in the tow rotation is welcome to attend and submit the required paperwork.
The most recent annual meeting was held in March 2015. Seventeen companies attended and, of those, sixteen successfully submitted all qualifying paperwork and insurance certifications and were placed on the tow rotation list.

Present Situation

The Tow Rotation Agreement expires on December 31, 2015. Per the terms of the Agreement, there is an option to renew the Agreement for an additional five-year term, which staff recommends that Council approve. Section 12 of the Agreement also authorizes an option to increase tow rates on a yearly basis at an amount equal to the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers' United States City Average not to exceed 5 percent per year. During the current term of the Agreement, there were no annual increases to the tow rates based upon the negative or flat economic conditions at the time. With the proposed extension, staff is recommending a new baseline tow rate be set based upon a survey of surrounding law enforcement agency rates for the same tow services.

Set forth below is a chart indicating the current rate structure for the towing of vehicles on private property and public property and nuisance vehicle tows pursuant to the authority granted under the Stockton Municipal Code, and the proposed new rate structure:

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>2010-2015 RATE</th>
<th>2016-2020 PROPOSED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A Tow</td>
<td>$175.00</td>
<td>$190.00</td>
</tr>
<tr>
<td>Class B Tow</td>
<td>$225.00</td>
<td>$244.00</td>
</tr>
<tr>
<td>Class C Tow</td>
<td>$315.00</td>
<td>$371.00</td>
</tr>
<tr>
<td>Class D Tow</td>
<td>$350.00</td>
<td>$372.00</td>
</tr>
<tr>
<td>Nuisance Vehicle</td>
<td>$87.50</td>
<td>$95.00</td>
</tr>
<tr>
<td>Inside Storage</td>
<td>$60.00</td>
<td>$64.00</td>
</tr>
<tr>
<td>Outside Storage</td>
<td>$50.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>Lowboy Tow</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Rotator Tow</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

FINANCIAL SUMMARY

Tow services are budgeted in the Police Department Traffic Section's General Fund account 010-2423-530, in the amount of $1,500, for Fiscal Year 2016. The estimated total amount for the five-year contract term is $7,500.

Attachment A - 2016-2020 Tow Rotation Agreement
2016 – 2020
City of Stockton
Tow Rotation Agreement

December 2015
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CITY OF STOCKTON
TOW ROTATION AGREEMENT 2016-2020

This Tow Rotation Agreement (TRA) contains terms and conditions between the Stockton Police Department (SPD) for the City of Stockton (CITY), and various vehicle towing service companies that the parties agree to comply with in order to receive and maintain a position on a rotational tow listing with SPD. Participation in the TRA is voluntary. A tow service company (OPERATOR), by agreeing to participate in the TRA, does not establish a contractual relationship with the SPD or the CITY and is not acting as an agent for the SPD or the CITY when performing services under this TRA. Exceptions to compliance with the TRA shall not be authorized by verbal agreement. SPD and CITY may be used interchangeably throughout this TRA.

1. TERMS AND CONDITIONS

A. The term of this TRA is made and entered into on January 1, 2016 ("effective date"), and shall be for a period of no more than five years from the effective date, thereafter renewable for an additional five-year term as mutually agreed between the parties by execution of an Extension Agreement.

B. Any OPERATOR who requests to be included in this TRA acknowledges that the SPD, at its sole discretion, reserves the right to cancel the rotation and/or discontinue the use of the OPERATOR’s services by giving advanced written notice of its intent 30 days prior to the effective date of the cancellation. The OPERATOR further acknowledges that under certain circumstances specified in these standards, the SPD may forgo the 30 days’ notice requirement and impose an immediate suspension or termination, and that upon exercising its discretion as provided in these standards, the CITY shall incur no liability of any kind to the OPERATOR or any subcontractor or supplier of the OPERATOR.

C. In accordance with the specifications stated herein, each OPERATOR shall provide tow services, subsequent lien sales, and disposal of unclaimed vehicles towed at the SPD’s request. The services shall include, but not be limited to, the following:

1) Towing of vehicles impounded by the SPD that are held for investigation or as evidence in a criminal case;

2) Emergency towing of vehicles involved in accidents, and/or stalled vehicles obstructing traffic, and/or vehicles illegally parked, and/or towing of vehicles whose driver is incapacitated or physically unable to drive the vehicle, and/or towing of vehicles whose driver has been arrested, and/or detained and cannot drive the vehicle, and/or towing of vehicles under the 30-day impound authority (Veh.
Code, section 14602.6), and/or vehicles with five (5) or more outstanding parking citations;

3) Vehicle Identification Number ("VIN") tows of vehicles necessitating special procedures to ascertain VINs in compliance with requirements of the California Vehicle Code (CVC);

4) Towing of any abandoned vehicle, inoperative vehicle, or abated vehicle from any street, alley, highway, or any other private or public property in the CITY pursuant to sections 8.12.010 through 8.12.140, inclusive, of the Stockton Municipal Code (SMC) and CVC section 22669;

5) Towing of vehicles being seized per sections 8.16.010 through 8.16.090 of the (SMC) (Nuisance Vehicles);

6) (a) Any other such towing of vehicles or vessels as may be ordered by any police officer, police employee, or any other employee or agent of the CITY who is properly authorized to order such removal. This shall include any vehicle that is submerged*. This shall also include the removal and storage of any abandoned vessel from city streets/property and/or private property, whether or not said vessel is attached to a trailer, or

(b) Upon request by the SPD or the CITY’s Fleet Maintenance, OPERATOR shall remove disabled CITY vehicles to the CITY Corporation Yard or a garage designated by the CITY or render road service (limited to starting stalled vehicles and changing flat tires) to CITY vehicles. The CITY shall pay for these services at the established contract rate. Under no circumstances will a stalled CITY vehicle be started by pushing.

*The determination as to whether a vehicle is submerged shall be at the sole discretion of the SPD representative requesting the tow. Generally, a submerged vehicle is one that requires substantial entry into water to recover the vehicle. If the vehicle is only partially in the water and can be recovered without the use of specialized dive equipment, it may be deemed submerged.

D. It shall be the right of any vehicle owner or driver involved in a traffic collision or other similar situation requiring tow service to request service of his/her own choosing, so long as the vehicle does not constitute a hazard and may be removed without undue delay, as determined by responsible SPD personnel.

E. The SPD reserves the right to periodically audit all charges and services made by OPERATOR for services provided under this TRA. Upon
request, OPERATOR agrees to furnish the SPD with necessary information and assistance.

F. SPD shall provide all OPERATORs with 24 hours’ notice on large sweeps. Large sweeps shall be defined as an expectation of 12 vehicles or more.

G. The SPD shall only be responsible for release of impounded vehicles and personal property from impounded vehicles with Police holds. All other releases of vehicles and personal property shall be the responsibility of the OPERATOR.

H. The sale or transfer of the controlling interest in a company shall immediately terminate this TRA. However, the new owner may apply to participate in the tow rotation at any time during the remainder of the current term, regardless of the enrollment period.

I. No OPERATOR or applicant shall share equipment with any other OPERATOR or applicant involved with the TRA.

2. ROTATION LISTS

A. A call to an OPERATOR shall constitute one turn on the list; subsequently, the OPERATOR shall be moved to the bottom of the call list.

1) A call to an OPERATOR 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 canceled due to excessive response time.

B. If the OPERATOR responds to a SPD call and is canceled by the vehicle’s registered owner or agent, prior to the OPERATOR taking possession of the vehicle, there shall be no charge and the OPERATOR shall be placed back at the top of the call list.

1) Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun (Civ. Code, section 3068.1(a)).

C. Nothing in this TRA shall prohibit a SPD supervisor or scene manager from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently at the top of the rotation tow list.

1) In such an instance, the selected company would then go to the bottom of the call list and those tow companies which were bypassed would remain in the same list order.
3. **TOW OPERATORS’ QUALIFICATIONS**

A. OPERATORS applying to participate in this TRA shall have a minimum of three (3) verifiable years 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 rotation tow listing.

B. The three (3) verifiable years for-hire experience shall be decided by the SPD.

C. OPERATORS and owners who do not meet the three (3) verifiable years for-hire towing experience may be considered if a full-time manager is employed who possesses three (3) verifiable years for-hire tow experience as an owner, principal, or full-time manager.

D. Management experience shall be decided and qualified by the SPD as follows:

1) The designation of “manager” implies general power and permits reasonable inferences that the employee so designated is invested with the general conduct and control of his employer’s business.

2) An individual who has charge and control of a business and is vested with a certain amount of discretion and independent judgment.

3) If the manager ceases to be employed by the company, this TRA shall be terminated until a new manager is approved by the SPD.

4. **TOW OPERATORS’ DUTIES AND RESPONSIBILITIES**

OPERATORS agree to maintain the following:

A. A valid City of Stockton business license during the length of the TRA.

B. A sufficient number of tow truck drivers to fully meet the SPD needs. Failure by OPERATOR to provide sufficient staff to meet SPD’s needs shall be deemed a material breach of contract and may constitute grounds for OPERATOR’s termination under this TRA.

C. An office facility with a primary storage yard within the Stockton area. All vehicles towed under this TRA will remain at OPERATOR’s primary storage yard. The Chief of Police may establish a maximum radius for the location of a business office and storage facility from which OPERATOR may provide service.
D. Own or subcontract at least eight (8) power-operated tow trucks, equipped with two-way radios or cell phones. The minimum requirements will be three (3) Class “A” tows, at least one (1) being a single carrier (wrecker) with the ability to subcontract one (1) Class “B” tow, one (1) Class “C” tow, one (1) Class “D” tow, one (1) “Rotator,” and one (1) “Lowboy”.

E. All equipment necessary for safe VIN verification. Such verifications will be made by SPD upon request of OPERATOR. OPERATOR shall assist SPD with tools and labor during such VIN verifications.

OPERATORS further agree to the following:

F. In the event OPERATOR discovers that a vehicle which has been towed has a VIN which is different than the VIN showing on the Motor Vehicle Report (“MVR”), OPERATOR shall notify the SPD, Traffic Section, no later than three (3) days from the date of discovery.

G. OPERATOR shall be responsible for the protection of all TRA tows and/or stored vehicles in its possession until the vehicles have been released to their owner, or disposed of through legal process, and shall be responsible for safeguarding all articles left in the impounded vehicles. The OPERATOR shall comply with SPD regulations regarding the inventory or removal of property found in towed/stored vehicles.

H. OPERATOR shall obtain approval from SPD prior to the removal of any property from an impounded vehicle. This requirement may not be waived in cases where a vehicle is impounded for evidence or investigation.

I. The OPERATOR will display the OPERATOR’s business name, address, and phone number at the primary business and secondary storage facility and on the doors of all tow trucks when operating under this TRA. The name, business, and phone number of any subcontractor shall also be displayed on the door of any subcontracted tow truck(s).

J. Upon request, OPERATOR shall provide CITY staff, or designated employee, with a radio to facilitate SPD to OPERATOR radio contact.

K. Vehicles held for investigation of recovered vehicles shall not be moved until authorized in writing by SPD. Vehicles with holds placed on them by SPD shall not be lien sold; however, OPERATOR may file for a lien but not complete the sale of the vehicle until such time as the hold is removed by SPD.

5. TOW OPERATORS’ BUSINESS LOCATION
A. An OPERATOR's place of business shall have a sign which clearly identifies it to the public as a tow service. The sign shall have letters which are clearly visible to the public from the street and shall be visible at night.

B. Business hours shall be posted in plain view to the public.

C. An OPERATOR's place of business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours.

1) “Normal business hours” shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day (CVC section 22851(b)).

2) Offices staffed with only one employee may be closed for one hour at lunch. A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.

3) Response to the office shall be within the time frame required for a normal SPD Class A tow.

D. The primary office facility shall, during regular business hours, afford the public shelter during rain or bad weather, shall have sufficient space to accommodate members of the public who have business with OPERATOR, and shall have a restroom and telephone available for public use.

E. The following documents, printed in a minimum of 12 point type, shall be posted by OPERATOR at all business locations and storage facilities in a conspicuous location easily visible to the public:

1) A complete copy of the TRA;

2) A schedule of all approved towing, storage, and additional charges as specified in the TRA; and

3) A notice explaining the procedure by which unclaimed vehicles are sold at public auction, including the locations of such auctions and publications in which such auctions are advertised, and stating that
all in attendance at such auction shall have an equal opportunity to bid.

F. OPERATOR shall at all times maintain accurate and complete records of each TRA tow provided, including those tows where no MVR is completed. These records shall contain, but not be limited to, the following information:

1) VIN, license plate number, year, make, model, and color of each vehicle towed;

2) Date and time request for tow was received;

3) Location from which vehicle was towed;

4) 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; and

5) Name, date of birth, address, and telephone number of person to whom vehicle is released.

G. OPERATOR shall keep a written record of every vehicle stored for a period longer than 12 hours pursuant to CVC section 10650(a).

1) The record shall contain the name and address of the person storing or requesting the tow, the names of the owner and driver of the vehicle (if ascertainable), and a brief vehicle description (make, model, license plate number, and any vehicle damage) pursuant to CVC section 10650(b).

H. OPERATOR’s primary office shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, and Federal Communication Commission licensing (if applicable), for all TRA tows.

I. SPD may inspect all OPERATOR records without notice during normal business hours.

J. OPERATOR shall permit SPD to make copies of business records at their place of business or to remove business records for the purpose of reproduction.

K. SPD shall provide a receipt for any record removed from the place of business.
L. Records shall be maintained and available for inspection for a period of two (2) years plus the current term of this TRA.

M. Failure of OPERATOR to comply with the aforementioned inspection requirements shall be cause for disciplinary action.

6. OPERATORS' RESPONSE TO CALLS

A. OPERATOR shall respond to calls 24 hours a day, 7 days a week, including weekends and holidays, within the maximum response time limits established herein.

B. OPERATOR must respond to a dispatch order within 20 minutes (between 9:00 a.m. - 5:00 p.m.) of receiving the order from SPD or a CITY employee who has been duly authorized to request such tow services. SPD will allow for a 30 minute response time during all other traffic times.

   1) CITY recognizes that Class B, C, and D dispatches may exceed the desired 20 minute response time, but said responses must be within reasonable time parameters as determined by SPD.

   2) In the event OPERATOR fails to respond to a call and furnish a tow truck at the designated point of tow as prescribed above, SPD shall have the right by whatever means it deems appropriate, to have the vehicle towed by another tow provider. Repeated failures to meet the Class A response standards set forth above shall constitute a material breach of the TRA. In the event SPD determines in its sole and absolute discretion that OPERATOR is not meeting the response time standards, the procedures outlined in Section 20 “Disciplinary Action” of this TRA will be followed.

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

   1) Any applicable permits (e.g., load variance, oversize) shall be valid and maintained in the tow truck.

D. OPERATOR shall advise SPD dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time.

E. If, after accepting the call, OPERATOR is unable to respond or will be delayed in responding, OPERATOR shall immediately notify the SPD communications center.
F. A failure to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements, shall result in disciplinary action pursuant to the terms of this TRA.

G. If service, other than towing, recovery, and load salvage is canceled by the vehicle’s registered owner or agent, no lien shall arise for the service unless OPERATOR has presented a written statement to the vehicle’s registered owner or agent for the signed authorization of services to be performed pursuant to Civil Code section 3068(a).

H. OPERATOR shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed or begun and subsequently canceled.

I. 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.

J. 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.

K. A SPD Supervisor may establish local policy which allows an OPERATOR to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call.

L. If two or more OPERATORS are called to the same incident, distribution of the vehicles shall be at the discretion of the SPD Incident Commander.

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

N. Only OPERATOR’s personnel and the equipment requested shall respond to a TRA tow call (e.g., tow truck driver bringing girlfriend, children, or their dog, is not allowed).

1) An exception would be a responding tow truck driver trainee with an approved TRA driver, only if an approved SPD 234F, Tow OPERATOR/Driver Information, and documentation of tow truck driver training has already been submitted for the trainee to the SPD.
O. An OPERATOR shall not respond to a call assigned to another OPERATOR or re-assign a call to another OPERATOR, unless requested to do so by SPD.

P. Nothing would preclude the OPERATOR from responding to an incident to ascertain if additional assistance or equipment is required.

Q. There shall be no additional charge for any personnel or equipment which is not necessary to perform the required service.

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

S. The assigned OPERATOR may, with the concurrence of the scene manager, request a specific OPERATOR for additional assistance.

T. OPERATOR’s request shall be routed through the SPD.

U. There may be times when an OPERATOR, who was not called to the scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the on-scene officer requests assistance in clearing the roadway; in such case:

1) OPERATOR may be requested by SPD to move the vehicle to a safe location and leave it; and

2) There shall be no charge for this assistance and the assistance provided shall not change the OPERATOR’s place on the call rotation list.

V. 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 when vehicle recovery operations require a larger class tow truck.

7. DISPATCH AND TRACKING SYSTEM

A. Tow requests will be made by the Telecommunications Center of the SPD.

B. OPERATOR shall be responsible for contracting and paying for a private dispatch service. All OPERATORS will use one dispatch service. Said dispatch service will be staffed 24 hours a day, 7 days a week, including weekends and holidays.

8. STORAGE FACILITY AND RELEASE OF PROPERTY
A. OPERATOR shall maintain the following minimum storage facility standards:

1) The primary storage facility shall be at the same location as the business address.

2) This requirement may be waived by written approval from the Chief of Police.

3) A secondary storage facility shall only be utilized if the primary storage facility is full.

4) There shall be no charge to the vehicle’s owner/agent for towing a vehicle from a secondary storage facility to the primary storage facility.

5) 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.

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

7) Prior to the utilization of new storage facilities, or which has not already been approved, the OPERATOR shall obtain written approval from the Chief of Police.

B. OPERATOR’s employees shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.

C. Upon approval from the SPD, OPERATOR or their employee shall release personal property from a vehicle which has been stored/impounded by the SPD at the request of the vehicle’s registered owner or agent (personal property is considered to be items which are not affixed to the vehicle).

1) A receipt shall be provided for the removed property, with a copy placed in the stored vehicle.

D. This procedure shall also apply to the removal of property by OPERATOR and/or their employee to a secured area within the business.

E. The requirement to obtain approval from the SPD prior to the release or removal of property may be excused by the SPD Supervisor if it is
determined proper safeguards and procedures are utilized by the OPERATOR.

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

G. Personal property and/or the vehicle shall only be released at the primary storage facility.

H. Personal property or a vehicle release from a secondary storage facility shall only be granted if it is acceptable to the vehicle’s registered owner or agent.

I. No fee shall be charged for the release of personal property during normal business hours pursuant to CVC section 22851(b).

J. The maximum charge for a non-business hours release shall be one-half the hourly tow rate charged, or less, for initially towing the vehicle pursuant to CVC section 22851(b).

K. No lien shall attach to any personal property in or on the vehicle pursuant to CVC section 22851(b).

L. All towed vehicles shall be stored on private property in an approved storage facility. At no time shall towed vehicles be deposited, placed, or stored on public roadways or right-of-ways.

M. A request for outside or inside storage by the customer or CITY shall be honored. If no request is made, the vehicle shall be stored in the least costly manner to the customer.

**PRIMARY STORAGE YARD**

A. Primary yards shall be in compliance with applicable City/County zoning regulations and permits. Yards must have an approved surface and pass an inspection by the applicable City department(s). Inspection and approval by the proper San Joaquin County agencies will also be required to ensure compliance with applicable County regulations.

B. If, at time of contract, OPERATOR does not have an approved surface yard, OPERATOR will be given a six-month period (from date of execution of their TRA) to upgrade the surface and have it approved.

C. The area must be adequately lighted during hours of darkness, as reasonably determined by the SPD.
D. Primary yards shall be enclosed by a substantial chain-link fence or wall, which complies with all applicable City and County ordinances, codes, and/or regulations. OPERATOR shall provide security at primary yard that is to the reasonable satisfaction of the SPD.

E. The area must have sufficient space to store at least one 100 automobiles with at least two (2) feet of clearance between the sides of all vehicles, and at least one (1) foot clearance between the front or rear end of any vehicle and the front or rear end of another vehicle. The OPERATOR shall also maintain inside storage space to adequately store five (5) vehicles for normal inside storage and five (5) vehicles for "special circumstances." Said storage facility shall be in compliance with City/County zoning regulations and permits. Secondary storage locations may be included in the total space numbers; however, neither customers nor SPD shall be charged any additional fees above or beyond what customers or SPD would have been charged had the vehicle been stored at the primary storage location.

NOTE: “Special circumstances” shall mean closed access, controlled, caged, away, inside of building.

F. All storage operations shall be performed in such a manner as to prevent damage to vehicles and their contents.

SECONDARY STORAGE YARD

A. The OPERATOR may maintain secondary yards for vehicle storage. Secondary yards must be within a .5 mile radius of the business office.

B. The facilities shall be maintained to the reasonable satisfaction of SPD, who may cause the facilities to be inspected from time to time to ensure they meet the following requirements:

1) Secondary yards shall meet the same standards as Primary Storage Yards as stated above.

2) OPERATOR may not impose any additional fees or charges for storage at a secondary location.

9. TOW TRUCK DRIVERS

A. OPERATOR shall ensure that tow truck drivers responding to TRA calls initiated by CITY are at least 18 years old and qualified, competent, and courteous employees of its company (since the public may associate their demeanor and actions with the CITY). The OPERATOR shall also ensure that the tow truck drivers are 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 a TRA call, and possess the following minimum class of driver's license:

1) Class A tow truck - a valid Class C (3) license or a valid Class A (1) license with valid medical certificate.

2) Class B tow truck - a valid Class C (3) license for nonregulated vehicles or a valid Class A (1) license with valid medical certificate for regulated vehicles pursuant to CVC section 34500.

3) Class C tow truck - a valid Class A (1) license with valid medical certificate.

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

C. OPERATOR shall maintain a current list of drivers.

1) OPERATOR shall provide a current list of its drivers to the Tow Hearing Officer upon TRA implementation. An updated list shall be provided to said officer within two working days of any change in driver status.

2) OPERATOR shall, at a minimum, maintain the following information for each employee:

   (a) Full name.

   (b) Date of birth.

   (c) California Drivers License number.

   (d) Job title/description.

   (e) Current home address.

   (f) Current home phone number.

D. UNIFORM - Tow truck driver(s) shall wear the established uniform of their company. Said uniform shall be approved by SPD. The Traffic Section of the SPD will maintain the approved uniform specifics on file. At a minimum, the name of the company and the name of the employee shall be clearly visible on the uniform.
E. OPERATOR shall be responsible for cleaning up the area following a motor vehicle accident, including, but not limited to, sweeping up glass and picking up any vehicle parts in the roadway, sidewalk, or other area.

10. **TOW TRUCK INSPECTIONS**

A. All tow trucks utilized by OPERATOR shall be inspected at least once annually. Tow truck inspection costs will be borne by OPERATOR. Only inspections conducted by authorized officers of the California Highway Patrol (CHP) or authorized SPD Officers will be accepted. The fee for a tow truck inspection by a SPD Officer will be set by the Stockton City Council, and may, from time to time, be adjusted by ordinance or resolution of the City Council.

B. Storage facilities will also receive an annual inspection by the SPD at no cost to OPERATOR.

C. OPERATOR agrees to allow the CITY to inspect any and all storage facilities used to store tows under this TRA, business office(s), and all equipment owned by OPERATOR at any time and for any reason, with or without notice. OPERATOR shall not utilize a tow truck on a City-generated tow call which has not been inspected and approved for use by either the CHP or the SPD.

11. **RATES**

A. The following maximum charges are established for services or materials furnished by OPERATOR engaged in the tow truck business in connection with any vehicle tow pursuant to this TRA:

1) For any tow of a disabled vehicle from the scene of an accident, or of an unattended or abandoned vehicle from a public street when authorized by a SPD or other authorized employee of CITY, or of a driverless vehicle from a public street or private property, when authorized by a police officer and when required on account of the disability of the driver:

   - Class A tow ................................................. $190.00
   - Class B tow ............................................. $244.00
   - Class C tow ............................................. $371.00
   - Class D tow ............................................. $372.00
   - Lowboy tow ............................................. $225.00
   - Rotator tow .............................................. $600.00

2) For any tow of a vehicle from a public street or private property when authorized by the person lawfully entitled to the possession of
the vehicle, or of a vehicle parked without authorization on private property by the person lawfully entitled to the possession of the real property:

Class A tow........................................... $190.00
Class B tow........................................... $244.00
Class C tow........................................... $371.00
Class D tow........................................... $372.00
Lowboy tow........................................... $225.00
Rotator tow........................................... $600.00

3) Towing of a vehicle from a location on a freeway within the city limits of the City of Stockton:

Class A tow........................................... $190.00
Class B tow........................................... $244.00
Class C tow........................................... $371.00
Class D tow........................................... $372.00
Lowboy tow........................................... $225.00
Rotator tow........................................... $600.00

4) Towing of any CITY-owned vehicle; or vehicles being seized per sections 5-1000 through 5-1008 of the SMC (Nuisance Vehicles)........................................... $95.00

5) Storage fees per vehicle:

Class A inside storage.............................. $64.00 per day
Class B inside storage.............................. $64.00 per day
Class C inside storage.............................. $64.00 per day
Class D inside storage.............................. $64.00 per day
Class A outside storage............................ $53.00 per day
Class B outside storage............................ $53.00 per day
Class C outside storage............................ $53.00 per day
Class D outside storage............................ $53.00 per day

The above rates represent the maximum an OPERATOR may charge on a TRA call. OPERATOR is not precluded from charging less when deemed appropriate. Neither OPERATOR nor their employee or agent shall refer to any rate as the minimum required or set by the CITY/SPD.

6) Time expended in excess of 60 minutes on-scene may be charged in 15-minute increments apportioned from no more than the proportionate hourly rate and shall be properly documented on the OPERATOR’s invoice. These additional tow truck or driver service fees may be charged under the following conditions or circumstances:
(a) When directed to "stand-by" by an authorized SPD/CITY employee or agent;

(b) Necessary accident and/or recovery operations; or

(c) Labor per hour for additional personnel as needed.

7) The schedule of rates charged by 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 at the scene.

8) Vehicles stored for 24 hours or less shall be charged for no more than 1 day storage. Each day storage thereafter shall be calculated by calendar day (Civ. Code, section 3068.1).

9) If a request for service by OPERATOR is canceled by the CITY or vehicle’s owner/agent prior to OPERATOR taking possession of the vehicle, there shall be no charge by CITY to OPERATOR or by OPERATOR to the vehicle owner. However, the tow company will go to the top of the rotation list.

10) When any vehicle is ordered towed by SPD, and it is later determined that the CITY is responsible for the fee, such fee shall not exceed the amount of the fee provided in the schedule of fees for City-owned vehicles. The CITY shall not incur any storage charges. This includes vehicles seized/stored as evidence.

11) OPERATOR, or its employees, may commence lien sale proceedings after 72 hours of possession; however, OPERATOR shall not charge lien sale fees to either the legal owner or registered owner of the vehicle until after the fifth business day of storage, per CVC section 3068.

Any violations of this section will be considered over-charging, or a material breach of contract, and shall constitute grounds for termination of the TRA.

12. TOW RATE INCREASE

During the term of this TRA, the CITY may increase tow rates equal to the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers’ United States City Average (CPI_W) for the 12-month period concluding with the November Index of each preceding year. This rate increase shall not exceed 5 percent.
13. **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 understanding regarding rates or conditions to the TRA that would bring about any unfair condition which could be prejudicial to SPD, the motoring public, or other OPERATORS.

B. A finding by the SPD that any OPERATOR or applicant has been involved in collusion shall be cause for denial of an application. An OPERATOR or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on all TRA tows for the current year, plus three years thereafter.

14. **ANNUAL OPEN ENROLLMENT/MEETINGS**

A. The Chief of Police shall conduct, at a minimum, one (1) annual open enrollment meeting to discuss the forthcoming TRA terms and issues concerning the TRA.

B. SPD shall give the OPERATOR a 30-day written notice of the meeting.

C. If an OPERATOR or OPERATOR's designee fails to attend the annual open enrollment meeting, the OPERATOR's application shall be deemed withdrawn and thereby automatically denied.

D. The OPERATOR shall be provided with written notification of the denial and may re-apply during the next open enrollment.

E. Any subsequent meetings shall be mandatory for the OPERATOR or OPERATOR's designee.

F. Failure to attend a meeting shall result in disciplinary action.
15. **SEMI-ANNUAL MEETINGS**

The SPD shall conduct meetings on a semi-annual basis to discuss issues concerning this TRA and related policy. These meetings shall be mandatory for the OPERATOR, or its designee. A minimum of 15 days' advance written notice of these meetings will be given to OPERATOR.

16. **SPECIAL MEETINGS**

Special meetings may be called by SPD when 15 days' advance notice is given. Meetings may also be requested by all contracted tow OPERATORS with 15 days' advance notice. Such requests must be made in writing and signed by each OPERATOR.

17. **DEMEANOR AND CONDUCT**

A. While involved in the TRA operations or related business, the OPERATOR and/or its employee(s) shall refrain from any act of misconduct, including, but not limited to, any of the following:

   1) Rude or discourteous behavior to the public or CITY employees;

   2) Lack of service or refusal to provide service to the public or CITY employees;

   3) Any act of sexual harassment or sexual impropriety;

   4) Unsafe driving practices;

   5) Exhibiting any objective symptoms of alcohol and/or drug intoxication. OPERATOR/tow truck driver shall submit to a Preliminary Alcohol Screening Test upon demand of a peace officer; or

   6) Appearing at the scene of a TRA call without being attired in the OPERATOR's established uniform.

B. Violation of the above provision may result in a reprimand, suspension, or termination of OPERATOR, as deemed appropriate by the SPD.

18. **TOW COMPLAINTS**

A. The OPERATOR shall maintain a formal complaint process and complaint form. The process and form shall be subject to approval by SPD and shall provide SPD with sufficient information to document and account for
customer claims for damage, theft, or other complaints, and to show the status or resolution of such complaints.

B. OPERATOR shall respond to customer complaint(s) within 5 working days and shall fax copies of complaints and documentation indicating the resolution reached to SPD.

C. The complaint form must include the following language:

1) "Unresolved complaints may be brought to the attention of (name of insurance company and contact info);

2) Name and address of OPERATOR's Insurance Broker handling the insurance coverage required pursuant to this TRA; and

3) The complaint form must be visible and available in the lobby.

D. All complaints received by SPD against the OPERATOR or its employee(s) will be accepted and investigated in a fair and impartial manner.

E. The OPERATOR and their employees shall cooperate with SPD investigators during the course of an investigation.

F. The OPERATOR shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

G. Should the filing of criminal charges be a possibility, SPD shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.

19. COMPLIANCE WITH LAW

A. OPERATOR and tow truck driver(s) must be in compliance with all applicable Federal, State, County, and SMC provisions which are in force or become effective during the contract period which, in any manner, affect towing and storage of vehicles including, without limitation, the requirement that any person who drives a tow truck for OPERATOR is properly licensed and that all tow vehicles meet CVC requirements.

1) In the event of minor traffic violations by a tow truck driver, OPERATOR shall be advised of the violations by SPD. The OPERATOR will be granted the opportunity to ensure that its driver(s) is/are in compliance with the law. Any subsequent traffic violations may be cause for action, in the form of a reprimand,
suspension, or termination of the OPERATOR and/or the involved employee(s) privilege of performing under the TRA.

2) Any tow truck driver of OPERATOR who is not under the immediate observations of the OPERATOR while on duty and who, while driving a tow truck, is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to suspension and/or termination from participation as a tow truck driver on TRA tows. The length of any suspension will be at the discretion of the Chief of Police.

B. Any conviction of the OPERATOR involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving while under the influence of alcohol and/or drugs, or crimes of moral turpitude shall be cause for OPERATOR’s termination from participation in the TRA.

C. OPERATOR shall not allow any of its employees with any convictions involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving under the influence of alcohol and/or drugs, or crimes of moral turpitude to provide service for any TRA tows.

D. OPERATOR or any employee of OPERATOR arrested and/or charged for a violation involving any of the above crimes shall be suspended from providing services under this TRA until the case is adjudicated.

E. SPD personnel, as well as OPERATORS and their employees, shall not be offered or accept gratuities pursuant to CVC section 12110(a).

F. OPERATORS shall have a Carrier Identification (“CA”) number and a valid Motor Carrier Property (“MCP”) permit. The MCP documentation shall be provided to the SPD during the enrollment period.

G. Expiration of an OPERATOR’s MCP and/or suspension of the MCP, pursuant to section 34623 of the CVC, shall result in the immediate suspension of OPERATOR, as well as additional disciplinary action which may be imposed by the Chief of Police.

H. OPERATOR’s supplier(s) and/or subcontractor’s involvement requires the use of a licensed, patented, or proprietary process, OPERATOR is responsible for assuring that the subcontractor, supplier, and/or OPERATOR have been properly authorized to use the process or for providing another process which is comparable to that which is required.
I. The OPERATOR shall be in compliance with all CVC requirements pertaining to the operation and maintenance of said tow trucks and operation of its business.

J. The OPERATOR shall comply with section 22651.1 of the CVC with respect to acceptance of payment. OPERATOR, or its employees, shall accept a valid bank credit card or cash, at the customer’s discretion, for payment of towing and/or storage costs.

20. DISCIPLINARY ACTION

A. The SPD shall take disciplinary action against OPERATOR for violations that are investigated and determined to be substantiated by the SPD. The Chief of Police shall have unfettered discretion regarding the length of any suspension imposed or with regard to any decision to terminate OPERATOR’s participation in any TRA. However, such discretion shall not be unreasonably exercised, and except as otherwise indicated in these standards (i.e., where conditions warrant immediate and/or summary suspension or termination), discipline shall be imposed in a progressive manner, taking into consideration such factors as the OPERATOR’s overall performance and prior violations, if any.

B. Depending on the circumstances, a violation of the equipment requirements related to safety may be cause for either suspension or termination from the TRA. Any period of suspension shall be determined by the Chief of Police in his sole discretion. Suspenisons will remain in effect until the period of suspension is completed and the SPD has conducted an inspection and found that the OPERATOR is in compliance.

C. Depending on the circumstances, a violation of overcharging, based upon fees set in these standards, may be cause for suspension or termination from providing TRA towing. Any period of suspension shall be determined by the Chief of Police. Any suspension will remain in effect until the period of suspension is completed and the OPERATOR has presented proof to SPD that reimbursement has been made to the aggrieved customer(s).

D. Failure of the OPERATOR to satisfy a court order mandating that the OPERATOR reimburse a vehicle or property owner for damage or loss which occurred while the vehicle was in the OPERATOR’s custody may result in the OPERATOR’s suspension or termination from providing TRA towing, depending on the circumstances. Any period of suspension shall be determined by the Chief of Police. Any suspension shall remain in effect until the period of suspension is completed and the OPERATOR has presented proof of the reimbursement.
E. Failure of OPERATOR to comply with the inspection requirements of these standards may result in a suspension. The period of any such suspension shall be determined by the Chief of Police. The suspension shall remain in effect until the period of suspension is completed and the OPERATOR has complied with the inspection requirement.

F. Failure of the OPERATOR to maintain the minimum insurance requirements, as set forth in "Exhibit A," shall constitute a violation of these standards and shall result in the OPERATOR's immediate suspension from providing TRA towing. Such suspension shall remain in effect until such time as the OPERATOR has complied with the applicable insurance requirements and the Chief of Police, in his sole discretion, decides what, if any, additional disciplinary action, up to and including termination from providing TRA towing, should be imposed. The OPERATOR may be subject to additional disciplinary action for failing to notify the SPD, in advance, of any insurance policy expiration and/or cancellation.

G. In the event SPD determines in its sole and absolute discretion that OPERATOR is not meeting the response time standards, the following procedures will be followed:

1) The SPD will notify OPERATOR that OPERATOR's performance is unacceptable;

2) As part of the notification, SPD will provide sufficient details concerning instances of non-performance to allow OPERATOR to identify responsible employees involved in the delays;

3) The OPERATOR will take immediate and specific steps to improve its performance;

4) Within 30 days, OPERATOR shall provide a written report to SPD on the steps it has taken to improve OPERATOR's performance; and

5) If, after these procedures, OPERATOR has failed to take adequate steps to improve its performance, as determined by SPD in its reasonable discretion, such failure shall constitute a material breach and grounds for termination of OPERATOR's privilege to provide services under this TRA.

H. In lieu of termination, the Chief of Police may impose additional suspensions for longer periods if deemed appropriate.
I. Nothing herein shall be deemed to prohibit the Chief of Police from imposing an immediate suspension or termination from providing City-generated towing of OPERATOR and/or any employee(s) of OPERATOR whose conduct, in the Chief’s sole opinion, is a danger to the motoring public or constitutes a gross violation of these standards set.

J. A suspended or terminated 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.

K. If the OPERATOR is serving a suspension for one year or more, the OPERATOR shall be required to have complied with all terms and conditions of the current TRA at the time of reinstatement.

L. An OPERATOR shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or re-application.

M. Records of any violations of TRA standards committed by OPERATOR while operating under these standards, or at any prior time during which the OPERATOR provided towing services for the CITY pursuant to an agreement with the CITY, shall be retained by the SPD for the duration of the OPERATOR’S participation in City-generated towing (and such additional periods as required under applicable state law), and may be considered in determining the levels of progressive discipline.

21. HEARING/APPEALS FOR DISCIPLINE

A. A hearing shall be granted, upon an OPERATOR’s request, within 10 calendar days that OPERATOR was served with discipline action for any of the following circumstances:

1. Denial of an OPERATOR’s rotation tow application (SPD 234A, Rotation Tow Listing Application); or

2. Denial of an OPERATOR/driver application (SPD 234F, Tow OPERATOR/Driver Information).

B. A hearing shall be held as soon as practicable.

C. The hearing shall be conducted by the Chief of Police or designee, and the OPERATOR shall be entitled to present all relevant facts and circumstances in support of the OPERATOR’S position.

D. The OPERATOR shall be entitled to present testimony of at least one qualified person.
E. The OPERATOR shall be notified in writing of the Chief of Police’s decision(s) within 10 business days of the date of completion of the hearing.

F. Following a hearing, if the OPERATOR is dissatisfied with the Chief of Police’s decision(s), the OPERATOR may appeal by submitting a written request to the City Manager within 10 calendar days.

G. The OPERATOR shall have the same rights as afforded at the hearing conducted by the Chief of Police or his designee.

H. The OPERATOR shall be notified in writing of the City Manager or his designees decision(s) within 10 business days of the completion of the appeal.

I. The City Manager’s decision shall be final and subject to no further administrative appeal.

J. 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 CITY shall be final and the disciplinary action shall take effect upon written notification to the OPERATOR by the Chief of Police.

22. MID-TERM REVIEW

A. The purpose of this section is to provide a process for a Mid-Term Review of the terms and conditions of the TRA in the event there is a legitimate and substantial change in conditions or law affecting OPERATORS, CITY, or SPD. Examples of conditions may include, but not be 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 CITY or the OPERATORS to perform specific functions or operations in order to comply; or

4) Changes in the terms and conditions of the TRA brought about as a result of recommendations from the Chief of Police and approved by the City Manager.

B. A request for Mid-Term Review of the terms and conditions of the TRA shall be communicated to SPD in writing from all OPERATORS. The CITY may also request a Mid-Term Review if it is in the best interests of the motoring public, the OPERATORS, and/or the CITY.
C. Conditions indicating a need for a Mid-Term Review must be substantial. The review process is not intended to provide relief for OPERATORS who might wish to increase rates or change any other term or condition of the TRA to compensate for financial problems brought about as a result of business decisions or conditions which affect OPERATORS.

D. A Mid-Term Review, when granted, will not automatically authorize a change in the terms and conditions of the TRA. If a Mid-Term Review is announced, it is the responsibility of SPD to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change(s) is/are justified.

E. Any change in the terms and conditions of the TRA which may result from the Mid-Term Review shall not be effective until approved in writing by the CITY.

23. ADVERTISING

The OPERATOR shall not display any sign or engage in any advertisement indicating an official connection with the CITY or the SPD (i.e., “Official Stockton Police Tow,” “Approved by SPD,” etc.). This will not preclude the Chief of Police from implementing a system of marking and/or identifying particular tow trucks as having passed a SPD or CHP inspection or as being certified for TRA towing.

24. TOW TRUCK CLASSIFICATIONS

A. The OPERATOR shall equip and maintain for each class of tow truck designated herein the equipment designated below in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, and the specifications contained in this TRA.

B. Tow truck equipment and specifications listed in this TRA are the minimum acceptable. Auxiliary equipment will be required in each class. All references to “tow trucks” shall have the same applicability as “tow cars” under CVC section 615.

C. EQUIPMENT LIMITATIONS:

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.
D. **TOWING LIMITATIONS:**

The criteria to use in determining the safe towing limits for a truck are:

1) The total weight of the truck, including the lifted load, must fall within the manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR/RAWR).

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

3) For proper steering and braking, the front axle load must be at least 50 percent of its normal or unladen weight after the load is lifted.

E. **IDENTIFICATION LABELS:**

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

F. **RECOVERY EQUIPMENT RATING:**

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).

1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.

3) 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.

G. **SAFETY CHAINS:**

Safety chains shall be rated at no less than the rating specified by the OEM.
H. CONTROL/SAFETY LABELS:

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

I. WIRE ROPE

Wire rope shall be maintained in good condition. Only wire rope with swaged ends with metal sleeves in the loops shall be approved for use by the SPD. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, or badly worn when there are two or more wires broken in lay length, or when there is other visible evidence of loss of strength.

J. CLASS A TOW TRUCKS:

1) Class A Tow Truck Equipment Specifications:

(a) 14,000-19,500 pound GVWR chassis.

(b) Four-ton boom and recovery equipment rating.

(c) Hydraulic or mechanical winch.

(d) 100 feet of 3/8", 6X19 cable or OEM specifications.

(e) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.

(f) Minimum of two safety chains, 5/16" alloy or OEM specifications.

(g) Tow sling rating of 3,000 pounds.

(h) Wheel-lift safety straps or equivalent mechanical device.

NOTE: All required wheel safety straps or equivalent wheel retention devices, tie-down straps, and two safety chains shall be used during towing operations.

(i) Tow dolly.

(j) One three-ton snatch block.

(k) Wheel lift rating or under lift rating.
(l) Retracted - 3,000 pounds.

(m) 85" extension - 3,000 pounds.

2) Class A Car Carrier (One Car) Equipment Specifications:
   
   (a) 14,500 - 16,000 pounds GVWR chassis.
   
   (b) Hydraulic or mechanical winch.
   
   (c) 50 feet of 3/8", 6X19 wire rope or OEM specifications.
   
   (d) J/T hook loading bridle/chains.
   
   (e) Safety chains, 5/16" alloy or OEM specifications; two pairs of safety chains for the vehicle being transported.

   **NOTE:** All required tie-down straps and four safety chains shall be used during vehicle transportation.

3) Class A Car Carrier (Two Cars) Equipment Specifications:

   (a) Minimum 16,001 pounds GVWR chassis.
   
   (b) Hydraulic or mechanical winch.
   
   (c) 50 feet of 3/8", 6X19 cable or OEM specifications.
   
   (d) J/T hook loading bridle/chains.
   
   (e) Safety chains, 5/16" alloy or OEM specifications; two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

   **NOTE:** All required tie-down straps and four safety chains shall be used during vehicle transportation.

K. **CLASS B TOW TRUCKS:**

1) Class B Tow Truck Equipment Specifications:

   (a) 19,501-33,000 pounds GVWR chassis.
   
   (b) Air brakes or hydraulic with air hookup package and single control compressor.
(c) 14-ton boom and recovery equipment rating.

(d) Hydraulic or mechanical winch(es).

(e) 150 feet of 7/16", 6X19 wire rope or OEM specifications.

(f) Tow chains, 5/16" alloy or OEM specifications.

(g) Two safety chains, 5/16" alloy or OEM specifications.

(h) Tow sling rating 7,000 pounds (when applicable).

(i) Two eight-ton snatch blocks.

(j) Wheel lift safety straps or equivalent mechanical device.

**NOTE:** All required wheel safety straps, or equivalent wheel retention devices, tie-down straps, and two safety chains shall be used during towing operations.

(k) Wheel lift or under lift rating:

   (1) Retracted - 10,000 pounds.

   (2) 85" extension - 8,000 pounds.

2) **Class B Car Carrier (One Car) Equipment Specifications:**

   (a) 19,501 pounds or more GVWR chassis.

   (b) Hydraulic or mechanical winch.

   (c) 50 feet of 3/8", 6X19 cable or OEM specifications.

   (d) J/T hook loading bridle/chains.

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

   **NOTE:** All required tie-down straps and four safety chains shall be used during transportation.
L. CLASS C TOW TRUCKS:

1) Class C Tow Truck Specifications:

(a) 33,000-50,000 pounds GVWR chassis.
(b) Air brakes with air hookup package and single control compressor.
(c) 25-ton recovery equipment rating.
(d) Hydraulic or mechanical winch(es).
(e) 200 feet of 5/8", 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 of 12,000 pounds (when applicable).
(i) Two 12-ton snatch blocks.
(j) Under lift rating:
   (1) Retracted - 25,000 pounds.
   (2) 100" extension - 12,000 pounds.

NOTE: All required tie-down devices and two safety chains shall be used during towing operations.

25. AUXILIARY EQUIPMENT

A. CLASS A TOW TRUCKS:

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

1) Required Equipment:

(a) Towing Sling - A J/T hook tow chain assembly, 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) Car Carrier - A 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) Extension - Brake and tail lamps.

(e) Fire Extinguisher.

(f) Broom.

(g) Shovel.

(h) Reflective triangles.

(i) Flares.

(j) Trash can(s) with absorbent.

(k) One 3-ton snatch block.

(l) Shop-to-truck communication system (C/B excluded).

2) Service and Other Equipment:

(a) Adequate emergency supply of fuel in an approved container.

(b) Booster battery or hot box starting system.

(c) Hydraulic jack capable of handling passenger cars and light trucks.

(d) Metric and standard lug wrenches.

(e) Rubber mallet/hubcap tool.

(f) Lockout tools.

(g) Motorcycle straps.

(h) First-Aid kit.
(i) Sledge hammer.
(j) Bolt cutters.
(k) Crowbar.
(l) Tool kit containing tools appropriate for job specification.

B. CLASS B TOW TRUCKS:

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

1) Required Equipment:

(a) Towing Sling - A J/T hook tow chain assembly, a 4"X4"X48" and a 4"X4"X60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

(b) Wheel Lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

(c) Truck Hitch - Tow chain assembly, a 4"X4"X60" and a 6"X6"X60" wooden crossbeam (as necessary), aluminum tow angle(s), and safety chains.

(d) Under Lift - An assortment of lift forks/adapters, safety tie-down chains, and safety chains.

(e) Extension - Brake and tail lamps.

(f) Fire extinguisher(s).

(g) Broom.

(h) Shovel.

(i) Reflective triangles.

(j) Flares.

(k) Trash can(s) with absorbent.

(l) Two 8-ton snatch blocks.
(m). Axle covers/caps.

(n) Air hoses and necessary fittings to provide aid to the towed vehicle.

(o) Shop-to-truck communication system (C/B excluded).

2) Service and Other Equipment:

(a) Adequate emergency supply of fuel in an approved container.

(b) Booster battery or hot box starting system.

(c) Hydraulic jack capable of handling passenger cars and light trucks.

(d) Metric and standard lug wrenches.

(e) Rubber mallet/hubcap tool.

(f) Lockout tools.

(g) Motorcycle straps.

(h) First-Aid kit.

(i) Sledge hammer.

(j) Bolt cutters.

(k) Crowbar.

(l) Tool kit containing tools appropriate for job specification.

C. CLASS C TOW TRUCKS:

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

1) Required Equipment:

(a) Towing Sling - A tow chain assembly, a 4"x4"x60" and a 6"x6"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.
(b) Truck Hitch - Tow chain assembly, a 4"X4"X60" and a 6"X6"X60" wooden crossbeam (as necessary), aluminum tow angle(s), and safety chains.

(c) Under Reach - An assortment of lift forks/adapters, safety tie-down chains, and safety chains.

(d) Extension - Brake and tail lamps.

(e) Fire Extinguisher(s).

(f) Broom.

(g) Shovel.

(h) Reflective Triangles.

(i) Flares.

(j) Trash can(s) with absorbent.

(k) Steering wheel clamp.

(l) Two 12-ton snatch blocks.

(m) Axle covers/caps.

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

(o) Shop-to-truck communication system (C/B excluded).

2) Service and Other Equipment:

(a) Adequate emergency supply of fuel in approved container.

(b) Booster battery or hot box starting system.

(c) Hydraulic jack capable of handling passenger cars and light trucks.

(d) Metric and standard lug wrenches.

(e) Rubber mallet/hubcap tool.
(f) Lockout tools.

(g) Motorcycle straps.

(h) First-Aid kit.

(i) Sledge hammer.

(j) Bolt cutters.

(k) Crowbar.

(l) Tool kit containing tools appropriate for job specification.

26. INDEMNIFICATION / HOLD HARMLESS

With the exception that this section shall in no event be construed to require indemnification by the OPERATOR to a greater extent than permitted under the public policy of the State of California, the OPERATOR shall, indemnify, protect, defend with counsel approved by the CITY and at the OPERATOR’s sole cost and expense, and hold harmless the CITY, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys’ fees, expert and the OPERATOR fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this TRA, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by the OPERATOR or the OPERATOR’s officers, agents, employees, volunteers, or subcontractors. The OPERATOR shall not be obligated to indemnify or defend the CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code section 2782, et seq., limits the defense or indemnity obligations of the OPERATOR to the CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by the OPERATOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this TRA with the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by the OPERATOR to a greater extent than permitted under the public policy of the State of California, the parties agree that the OPERATOR’s duty to defend the CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this TRA by the OPERATOR or the OPERATOR’s officers, agents, employees, volunteers, or subcontractors. The OPERATOR’s
duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY’s liability, breach of this TRA, or other obligation or fault has been determined. The OPERATOR shall be immediately obligated to pay for the CITY’s defense costs of the claim, including, but not limited to, court costs, attorney’s fees and costs, expert, OPERATOR, and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, the CITY will then reimburse the OPERATOR for amounts paid in excess of the OPERATOR’s proportionate share of responsibility for the damages within 30 days after the OPERATOR provides the CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the Parties that this reimbursement provision assures the OPERATOR is not obligated to defend or indemnify the CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by the OPERATOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this TRA, the OPERATOR shall indemnify, defend, and hold harmless the CITY its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys’ fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of the OPERATOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. The OPERATOR’s indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the OPERATOR under workers’ compensation acts, disability acts, or other employee benefit acts.

27. **SIGNATURE AUTHORITY AND COUNTERPARTS**

The undersigned hereby represents and warrants that they are authorized to execute this TRA. This TRA may be executed in counterparts which shall together constitute one document.

**OPERATOR APPROVAL**

I certify that all drivers operating under this TRA are qualified and competent. I further certify that I have read and understand this TRA and agree to abide by all the provisions stated herein. I further agree to indemnify, defend and hold harmless the CITY, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgements, awards, losses, liens, claims, damages, expenses and costs (including without limitation attorneys’ fees, expert and OPERATOR fees and other expenses of litigation) of every nature, including, but not limited to,
death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this TRA, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by the OPERATOR or the OPERATOR's officers, agents, employees, volunteers, or subcontractors as more fully set forth in section 26 above.

SIGNATURE PAGES ARE FROM PAGE 39 THROUGH 41
<table>
<thead>
<tr>
<th>OPERATOR APPROVAL</th>
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</thead>
<tbody>
<tr>
<td>Signature</td>
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<tr>
<td>Company</td>
</tr>
<tr>
<td>Business Address</td>
</tr>
<tr>
<td>Motor Carrier Permit Number</td>
</tr>
</tbody>
</table>

**ADVANCED TOWING**
1800 E. Channel Street
Stockton, CA  95205
By: [Signature]  
Misty Bradley  
(Print Name)

**ANDERSON'S TOWING**
2051 N. West Lane
Stockton, CA  95205
By: [Signature]  
Kelly Hill  
(Print Name)

**BG & SON TOWING**
1285 N. Union Street
Stockton, CA  95205
By: [Signature]  
Nick Gardner  
(Print Name)

**BOB'S TOWING**
2900 Loomis Road
Stockton, CA  95205
By: [Signature]  
Esmeralda Morgan  
(Print Name)
CITY WIDE TOW
810 S. Monroe St.
Stockton, CA
By: 

Roger Markowitz
(Print Name)

DEBCO TOWING
2345 Navy Drive
Stockton, CA 95206
By: Deanna Bedford
(Print Name)

FREEDOM TOWING
40 S. Union Street
Stockton, CA 95205
By: 

Alfonso Ocampo
(Print Name)

MAD DOG TOWING
2303 N. West Lane
Stockton, CA 95205
By: 

Michael Buckenham
(Print Name)

DELTA VALLEY TOWING
1919 E. Martin Luther King Jr. Blvd
Stockton, CA 95205
By: 

Stephanie Luske
(Print Name)

MIKE'S TOWING
540 W. Scotts Avenue
Stockton, CA 95203
By: Andrea Olivarez
(Print Name)

MID-VALLEY TOWING
1011 E. Lindsay Street
Stockton, CA 95205
By: 

Kenneth J. Mero
(Print Name)

TECHNIQUE TOW
1679 S. Union Street
Stockton, CA 95206
By: 

Samuel Gramajo
(Print Name)

PACIFIC TOWING
1444 E. Pinal Drive
Stockton, CA 95205
By: 

Mike Coreas
(Print Name)

TULEBURG TOWING
2446 N. Wilcox
Stockton, CA 95215
By: 

B.J. (Bob) Palz
(Print Name)
WEST LANE TOWING
1611 S. Airport Way
Stockton, CA 95206
By: [Signature]
(Print Name)

WILSON WAY TOW
1611 S. Airport Way
Stockton, CA 95206
By: [Signature]
(Print Name)

CITY OF STOCKTON
By: [Signature]
KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM AND CONTENT:
JOHN LUEBBERKE, CITY ATTORNEY
By: [Signature]
TED WOOD
DEPUTY CITY ATTORNEY

ATTEST:
BONNIE L. PAIGE
CLERK OF THE CITY OF STOCKTON
By: [Signature]
Exhibit A
Insurance Requirements
(Tow Operator)

The OPERATOR shall procure and maintain for the duration of the TRA insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the OPERATOR, their agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering scheduled, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Uninsured Motorist:** Legal minimum, combined single limit.

4. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and **Employer’s Liability** Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

5. **Garage Liability:** Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than $500,000.

6. **Garage Keeper’s Liability:** Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the OPERATOR in the storage yard.

7. **On-Hook Coverage/Cargo:** Insuring the vehicle in tow with limits based on the size of the tow truck.
   
   a. Class A tow truck  
   b. Class B tow truck  
   c. Class C tow truck  
   d. Class D tow truck
   
   $50,000  
   $100,000  
   $200,000  
   $250,000

8. **Minimum Level of Financial Responsibility** (as required by CVC section 34631.5) – 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.
If the OPERATOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the OPERATOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status**
The CITY, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the OPERATOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the OPERATOR’s insurance (at least as broad as ISO Form CG 20 10 11 85).

- **Primary Coverage**
For any claims related to this TRA, the OPERATOR’s insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the OPERATOR’s insurance and shall not contribute with it. The CITY does not accept primary endorsements limiting the OPERATOR’s insurance coverage to sole negligence.

- **Notice of Cancellation**
Each insurance policy required above shall provide that coverage and shall not be canceled, except with notice to the CITY.

In the event any policies are due to expire during the term of this TRA, the OPERATOR shall provide a new certificate and all applicable endorsements evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, the OPERATOR shall file with the City of Stockton Risk Services a new certificate and all applicable endorsements for such policy(ies).

- **Deductibles and Self-Insured Retentions**
Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The CITY may require the OPERATOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
• **Acceptability of Insurers**
  Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A+:X.

• **Claims Made Policies**
  If any of the required policies provide claims-made coverage:
  - The Retroactive Date must be shown, and must be before the date of the TRA or the beginning of TRA work.
  - If Claims Made policy form is used, a 3 year discovery and reporting tail period of coverage is required after completion of work.

• **Verification of Coverage**
  The OPERATOR shall furnish the CITY with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the OPERATOR’s obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

  The OPERATOR shall, prior to the commencement of work under this TRA, provide the CITY with a copy of its Declarations Page and Endorsement Page for each of the required policies.

• **Special Risks or Circumstances**
  The CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

• **Certificate holder address**
  Proper address for mailing certificates, endorsements and notices shall be:
  - City of Stockton
  - Attention: Risk Services
  - 425 N. El Dorado Street
  - Stockton, CA 95202

  City of Stockton Risk Services Phone: 209-937-5037
  City of Stockton Risk Services Fax: 209-937-8558

• **Maintenance of Insurance**
  If at any time during the life of the TRA or any extension, the OPERATOR fails to maintain the required insurance in full force and effect, all work under the TRA shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this TRA.
• **Subcontractors**

If the OPERATOR should subcontract all or any portion of the work to be performed in this TRA, the OPERATOR shall cover the sub-contractor and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction, or change of sub-contractor's insurance shall have the same impact as described above.