

## **RESOLUTION NO. 2002-157**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE ADOPTING A TOW SERVICE AGREEMENT AND AUTHORIZING THE CITY MANAGER OR THE DESIGNEE, TO MAKE TECHNICAL CHANGES AS REQUIRED TO PROPERLY ADMINISTER THE TOW SERVICE AGREEMENTS**

WHEREAS, Tow Ordinance 19-2001 established authority for the police department to regulate the performance of tow operators providing service for nonconsensual tows related to Elk Grove Police and Code Enforcement activities through a Tow Service Agreement, and

WHEREAS, the tow contracts require renewal each year as a matter of policy, and

WHEREAS, each year staff reevaluates the fee schedules of the tow companies and establishes a referral fee based on market considerations and program expenses, and

WHEREAS, the Tow Service Agreement was enacted as an ordinance, thus requiring each minor change to be reviewed and voted on by the City Council and implemented through the amendment of the ordinance, and

WHEREAS, the changes are purely administrative and can be handled at the staff level, and

WHEREAS, repeated amendments to Tow Ordinance 19-2001 is an over burdensome procedure, and

WHEREAS, the adoption of this agreement through a City Council resolution rather than an ordinance, will allow the City Manager or the designee, to handle the administration of the contract without having to bring technical changes to the Council for a vote.

#### **IT IS HEREBY RESOLVED THAT:**

The Tow Service Agreement Ordinance shall be repealed by a separate action of the City Council undertaken concurrently with the enacting of this ordinance

#### **IT IS HEREBY FURTHER RESOLVED THAT:**

The City Council through the Resolution adopts the form of the Tow Service Agreement attached to this Resolution

**IT IS HEREBY FURTHER RESOLVED THAT:**

The City Manager or the designee to make technical changes as required to properly administer the Tow Service Agreement without the need for further City Council action on this Tow Service Agreement.


**PASSED AND ADOPTED** by the City Council of the City of Elk Grove on this 21<sup>th</sup> day of August 2002.

  
\_\_\_\_\_  
RICK SOARES, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
PEGGY W. JACKSON,  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY

**AYES:** Soares, Briggs, Scherman,  
Leary, Cooper  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

# **ELK GROVE POLICE DEPARTMENT**



## **TOW SERVICE AGREEMENT**

This TOW SERVICE AGREEMENT (hereinafter "Agreement") is entered into on \_\_\_\_\_ between the CITY OF ELK GROVE, a municipal corporation (hereinafter "CITY"), and \_\_\_\_\_, (hereinafter "OPERATOR"). It contains the rules and regulations that an OPERATOR agrees to comply with in order to receive a rotation tow listing with the ELK GROVE POLICE DEPARTMENT (EGPD).

For clarification purposes, words in all CAPITAL LETTERS (with the exception of headings listed herein) are defined in Attachment A. Attachment B contains a summarized listing of California Vehicle Code and Civil Code laws applicable to every tow company in the State of California. Attachment C contains a listing of TOW TRUCK equipment specifications and requirements applicable to all EGPD ROTATION OPERATORS. Attachment D contains instructions for completing required application forms. Attachment E provides a map and description of the tow area.

This AGREEMENT shall apply only to those calls for tow service requested by the EGPD.

This AGREEMENT is limited to non-consensual tow service only.

This AGREEMENT and the terms, conditions, and specifications contained herein supersede previous AGREEMENTS.

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**Tow District Description and Map**

## ***I. TOW AREA***

The CHIEF OF POLICE shall establish a Police-Generated Tow System for the CITY to facilitate the distribution of calls and meet the needs of the EGPD with regard to RESPONSE TIME and available tow services. The CHIEF OF POLICE shall determine maximum RESPONSE TIME, ENROLLMENT PERIOD, the minimum number of Class A, B, and C TOW TRUCKS per OPERATOR, and any applicable WAIVER OF REQUIREMENTS within the CITY.

- A. A WAIVER OF REQUIREMENTS shall be in effect no longer than six months following the application by and acceptance of an OPERATOR who meets all requirements of the AGREEMENT. Upon expiration of the six-month period, failure to meet the minimum requirements of the AGREEMENT by OPERATOR shall be grounds for termination.
- B. A WAIVER OF REQUIREMENTS will not be granted for requirements based upon law, safety considerations, or insurance requirements.

## ***II. ROTATION TOW LISTS***

- A. EGPD shall maintain a ROTATION TOW List to ensure an equitable distribution of calls. This shall not preclude the CHIEF OF POLICE or his/her agent from going outside the normal ROTATION TOW list and requesting a specific OPERATOR when the circumstances require special consideration as to recovery equipment or storage facilities.
- B. Nothing shall prohibit a Class B or Class C OPERATOR from maintaining a place on a lighter Class ROTATION TOW List, provided the TOW TRUCK meets the equipment specifications for that class of operation.
- C. Regardless of the class of TOW TRUCK utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced except when VEHICLE RECOVERY OPERATIONS require a larger class of TOW TRUCK.
- D. A call to an OPERATOR shall constitute one turn on the ROTATION TOW List, and the OPERATOR shall be moved to the bottom of the list. This includes when the OPERATOR fails to answer the phone, is unable to respond, is unable to perform the required service, and/or is canceled due to excessive RESPONSE TIME. If it is determined that the OPERATOR is not needed and is canceled by the EGPD, up to and including arrival at the scene, there shall be no charges, and the OPERATOR will be placed back at the top of the list.

1. If the OPERATOR is canceled by the vehicle's owner or agent prior to the OPERATOR taking POSSESSION of the vehicle, there shall be no charges for towing. The OPERATOR shall immediately contact the EGPD and advise them of the cancellation. The OPERATOR may be placed back at the top of the list.
2. If service, other than towing, has begun and is canceled by the vehicle's owner or agent, charges owed shall be no more than one-half of the Menu service call rate or regular hourly service charge, whichever is applicable, for the actual time expended on the call. No lien shall arise for the service unless the OPERATOR has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.

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

3. The CHIEF OF POLICE may allow an OPERATOR to dispatch more than one TOW TRUCK to a multi-vehicle collision scene in response to a ROTATION TOW call.
- E. If two or more OPERATORS are called to the same incident, distribution of the vehicles shall be at the discretion of the EGPD OFFICER IN CHARGE.
- F. The EGPD OFFICER IN CHARGE may direct an OPERATOR to move vehicles to help clear a roadway or for lifesaving operations. OPERATOR shall provide the assistance as directed.
- G. OPERATOR shall have its business office and storage facility/ facilities located within boundaries designated by the CHIEF OF POLICE. The CHIEF OF POLICE may establish a maximum radius for the location of a business office from which an OPERATOR may provide service for the CITY.
- H. OPERATOR applying for a ROTATION TOW listing shall have a minimum of three years verifiable for-hire-towing experience, either as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for an EGPD ROTATION TOW listing.
1. Ownership status will be investigated and determined by the EGPD.

### **III. TOW TRUCK CLASSIFICATIONS**

- A. An OPERATOR shall equip and maintain for each class of TOW TRUCK designated herein pursuant to this AGREEMENT 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 AGREEMENT.

Notwithstanding Vehicle Code section 615, all TOW TRUCKS shall have recovery capabilities, wheel-lift capabilities, and a boom meeting the specifications contained in this AGREEMENT. For the purpose of this AGREEMENT, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary TOW TRUCK for ROTATION TOW Lists.

- B. There will be three classes of TOW TRUCKS covered under this AGREEMENT:

1. CLASS A - LIGHT DUTY:

OPERATOR shall maintain a minimum of two TOW TRUCKS with a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 14,000 pounds. Of the two required TOW TRUCKS, one shall be a car carrier, and one shall be a tow truck capable of performing recovery operations. Class A equipment specifications can be found in Attachment C of this AGREEMENT. Any TOW TRUCK which meets all other criteria of this AGREEMENT but is not capable of providing continuous air to the towed vehicle shall be rated as a Class A TOW TRUCK.

- a. A car carrier is exempt from the wheel-lift capability and recovery requirements.
- b. Equipment purchased on or after **July 1, 2001**, shall not be approved unless the equipment brings the OPERATOR into compliance with the minimum requirements.
- c. An OPERATOR applying for a ROTATION TOW listing and who states it will purchase/lease additional equipment to bring it into compliance with the minimum equipment standards by **January 1, 2002**, will be allowed to apply for and receive a ROTATION TOW listing, provided OPERATOR complies with the following:
  - 1) Provides the CHIEF OF POLICE with a signed letter of commitment for the purchase/lease of the required equipment.

2) The letter of commitment must be submitted by the final application date.

d. An OPERATOR and/or its TOW TRUCK driver(s) shall comply with all laws and requirements regarding GVWR and Axle Weight Ratings (AWR) standards at all times and shall not exceed the GVWR and/or AWR standards for the TOW TRUCK.

2. CLASS B - MEDIUM DUTY:

An OPERATOR shall maintain or subcontract for a minimum of one TOW TRUCK with a GVWR of at least 19,501 pounds. The truck shall be capable of providing and maintaining continuous air to the towed vehicle. Class B equipment specifications can be found in Attachment C of this AGREEMENT.

a. As provided in Section I, Tow Area, the CHIEF OF POLICE may require a minimum number of TOW TRUCKS in areas where rapid response is required.

b. An OPERATOR who has a car carrier is exempt from the wheel-lift capability and recovery requirements; however, the car carrier must be an additional unit to the OPERATOR'S wheel-lift TOW TRUCK, which has boom and recovery capabilities.

3. CLASS C - HEAVY DUTY:

An OPERATOR shall maintain or subcontract for at least one three-axle TOW TRUCK with a GVWR of at least 33,000 pounds with wheel-lift or under-reach capability. The truck shall be equipped with air brakes. Specifications for this class are listed in Attachment C of this AGREEMENT.

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

**IV. TOW DRIVERS**

A. OPERATOR shall ensure that TOW TRUCK drivers responding to calls initiated by the EGPD are qualified and competent employees of its company. OPERATOR shall 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 EGPD ROTATION TOW. TOW TRUCK drivers shall be at least 18 years old and possess the following minimum class driver's license:

1. Class A TOW TRUCK - A valid Class C license or a valid Class A license, with a valid medical certificate.
  2. Class B TOW TRUCK - A valid Class C license for non-regulated vehicles or a valid Class A license, with a valid medical certificate for regulated vehicles pursuant to Section 34500 CVC.
  3. Class C TOW TRUCK - A valid Class A license with valid medical certificate.
- B. The Class A licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes (refer to Attachment B).
- C. The OPERATOR shall maintain a current list of drivers.
1. OPERATOR shall notify the EGPD upon any change in driver status, including the addition of any new driver(s) or the deletions of any driver(s).
  2. OPERATOR shall provide a current list of its drivers to the EGPD upon implementation of this AGREEMENT. An updated list shall be provided to the EGPD within two working days of any change in driver status.
  3. OPERATOR shall, at a minimum, maintain the following information for each employee:
    - a. Full name
    - b. Date of birth
    - c. California Driver's License number
    - d. Copy of valid medical certificate (if required).
    - e. Job title/description
    - f. Current home address
    - g. Current home phone number

- h. Type(s) of truck(s) driver has been trained and qualified to operate.
- 4. OPERATOR shall maintain a minimum of three TOW TRUCK drivers for its Class A TOW TRUCK operations.
- 5. All TOW TRUCK drivers shall be enrolled in the Pull Notice Program. Upon the addition of new drivers, an OPERATOR will be granted a maximum of thirty (30) days to enroll drivers in the Pull Notice Program.
  - a. Pull Notices shall be kept on file, signed, and dated by the OPERATOR.
  - b. EGPD may require an OPERATOR to provide copies of Pull Notice Reports.
- 6. All TOW TRUCK drivers and OPERATORS shall fill out an EGPD OPERATOR/DRIVER INFORMATION Form and forward it to the EGPD Tow Coordinator .
- 7. All TOW TRUCK drivers and OPERATORS shall be fingerprinted by the EGPD and the fingerprints submitted to the Department of Justice for applicant screening. The costs of this process will be incurred by the OPERATOR.

**V. RATES**

- A. The rates established pursuant to this AGREEMENT shall apply anytime OPERATOR responds to an EGPD call or a call generated by the CITY and/or the Elk Grove Fire Department.
- B. This Agreement is contingent on the rates established pursuant to this Agreement being approved by the Chief of Police.
- C. Fees charged for response calls originating from the EGPD shall be reasonable and not in excess of those rates charged for similar services provided in response to a request initiated by any other public agency or private person.
- D. Class A rates will be based on a menu system. The Class A menu system will consist of the following items:

1. The maximum towing/service rates shall be computed for all calls from the point of hook-up for the following:
    - a. A BASE FEE shall be established for basic towing services for which the vehicle's owner/agent is able to pay the OPERATOR for the towing service, upon completion of the call, and no storage is required/necessary.
    - b. A SERVICE CALL FEE shall be established for time expended while providing roadside service to disabled motorists. This rate shall be less than the BASE FEE.
  2. Rate per hour (TOW TRUCK and driver) in excess of 60 minutes (1 hour) at the scene for the following:
    - a. Directed by the OFFICER IN CHARGE to stand by.
    - b. Necessary accident and/or recovery operations.
    - c. Time expended in excess of 60 minutes (1 hour) shall be charged in one-minute increments apportioned from no more than the proportionate hourly rate and shall be properly documented on the OPERATOR's invoice.
  3. Labor per hour for additional personnel as needed.
- E. Rates established for Special Operations (Class B and Class C TOW TRUCKS) shall be reasonable and consistent with industry standards for similar operations. The OPERATOR shall submit his/her proposed fees for vehicle recovery operations and load salvage operations to the CHIEF OF POLICE.
1. The CHIEF OF POLICE shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations. This formula for determining the reasonableness of the rates for special operations consists of averaging the rates submitted by qualified proposers for Class B and Class C tow trucks. Fifteen percent will be added to the average of each of the rates. Rates submitted that exceed the one hundred and fifteen percent value, in any of the tests, will be rejected. Proposers will be allowed once to resubmit disapproved rates for special operations.

2. **BASE RATE (for Towing):**
    - a. The rate shall be computed from **PORTAL TO PORTAL** or **PORTAL TO END OF SERVICE**, with a guaranteed one-hour minimum.
    - b. Time expended in excess of one hour shall be charged in one-minute increments at no more than the apportioned hourly rate. (There shall be no additional charges for mileage, labor, etc.)
    - c. Hourly rates shall be established for the following:
      1. Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers or any other type of auxiliary equipment.
      2. Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklift, scooploaders, or any other type of contracted equipment.
    - d. OPERATORS shall submit a mark-up rate (percentage of the cost to the operator) for retail equipment and specialized labor not otherwise listed on the application.
  3. The **SERVICE CALL RATE** for Class B and Class C tow trucks shall be computed from **PORTAL TO END OF SERVICE** at one half the **BASE RATE** for towing within a guaranteed one-hour minimum. Time expended in excess of one hour shall be charged in one-minute increments at no more than the apportioned hourly service call rate.
- F. When requested to provide towing service for any vehicle belonging to the City of Elk Grove, the OPERATOR may charge a fee half that of the Class A BASE RATE.
- G. Any towing or service fees deemed the responsibility of the City of Elk Grove shall be negotiated between the OPERATOR and the CITY, but shall be no more than the Class A BASE RATE.
- H. Inside and outside storage rates shall be established for each tow class.
- I. Provisions shall be established to allow OPERATOR to charge for the actual cost associated with the disposal of oil/antifreeze contained absorbent materials or the bulk disposal of oil/diesel/gasoline, which requires transfer to another container. This provision only applies to stored vehicles.

Q. Referral Fee

1. OPERATORS will pay a referral fee for every vehicle referred to them by the CITY of Elk Grove. The referral fee is intended to offset the administrative costs to the CITY for the Rotation Tow Program. The referral fee will be set by the CITY MANAGER and the CHIEF OF POLICE, and changed periodically after notice to OPERATORS.
2. The referral fee will be reviewed periodically for fairness and equity for both the CITY and tow OPERATORS.

**VI. COLLUSION**

- A. OPERATOR shall not conspire, attempt to conspire, or commit any other act of COLLUSION with any other OPERATOR(s) for the purpose of secretly or otherwise establishing an unfair understanding regarding rates or conditions to the AGREEMENT that would bring about any unfair condition which could be prejudicial to the EGPD, the motoring public, or other OPERATOR(S).

Examples of collusion include, but are not limited to: Conspiracy by any OPERATOR(s) to establish artificially high or low rate(s) for services performed pursuant to the AGREEMENT, conspiracy or attempt to circumvent the Midterm Review Process, etc.

- B. Any finding of collusion by any OPERATOR(s) shall be cause for denial of application(s) or shall nullify the AGREEMENT(s). Any OPERATOR found to be involved in any act or attempt of collusion shall be disqualified from participation on the EGPD ROTATION TOW List for the current term plus three years.

**VII. RESPONSE TO CALLS**

- A. The OPERATOR shall respond to all requests for service from the EGPD 24 hours a day, seven days a week, within twenty (20) minutes between the hours of 7:00 a.m. and 7:00 p.m. and thirty (30) minutes between the hours of 7:00 p.m. and 7:00 a.m., from the time they receive the request from the police dispatcher. OPERATOR will advise EGPD dispatch at the time of notification if it is either unable to respond or unable to meet the maximum RESPONSE TIME. If, after accepting the call, the OPERATOR is unable to respond or will be delayed in responding, the OPERATOR shall immediately notify the EGPD Communications Center. (The EGPD Communications responsibilities are currently being conducted by the Sheriff's Communication Center at 714-5115.

- J. SECONDARY TOWING requested by the owner/operator of the motor vehicle may be negotiated by the OPERATOR in accordance with its private business practice; however, the owner/operator of the vehicle shall be informed if there is any difference in the rate for SECONDARY TOWING service and provided a general verbal estimate of what the final cost will be.
- K. After-hours release fees may only be charged for vehicles released between 6:00 p.m. and 8:00 a.m. on normal business days or for vehicles released when the business is not otherwise opened. The fee charged shall be no more than one half the hourly rate for Class A classification. The after-hour-release fee shall only apply when there is no employee at the storage facility and there is a need for an employee to respond to the facility to accommodate property or a vehicle release.
1. Business hours shall be posted in plain view to the public.
  2. Upon request, OPERATOR shall provide after-hour releases.
  3. The after-hours release contact phone number shall be posted in plain view to the public.
- L. OPERATOR shall display in plain view at all cashier stations a sign as described in Section 3070 of the Civil Code, disclosing all fees and charges in force.
- M. Vehicles stored 24 hours or less shall be charged for no more than one day storage. Each day's storage thereafter shall be calculated by calendar day (3068.1.a. Civil Code).
- N. A 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 or the EGPD officer at the scene.
- O. OPERATOR, or its employees, shall accept a valid bank credit card or cash, at the vehicle's owner/operator's discretion, for payment of towing and/or storage costs. Rates for services shall be charged on the basis of a credit card transaction. The OPERATOR may charge a discounted rate for cash transactions.
- P. Rate requirements represent the maximum the OPERATOR may charge on an EGPD call. An OPERATOR is not precluded from charging less when deemed appropriate by the OPERATOR. These requirements shall not be construed as to require a charge when an OPERATOR would not normally charge for such a service. No OPERATOR, or his/her employee or agent, shall refer to any rate as the minimum required by the City.

The OPERATOR shall not assign initial calls to another OPERATOR. A failure to respond and/or repeated failure(s) to meet the maximum RESPONSE TIME requirements shall constitute failure to comply with the terms and conditions of this AGREEMENT.

1. The CHIEF OF POLICE may take immediate disciplinary action for any flagrant violations of the requirement to respond within the maximum RESPONSE TIME.
  2. In the event an OPERATOR will not be able to respond to EGPD calls for a specific period of time, the OPERATOR shall make advanced written notice to the CHIEF OF POLICE stating the reason and the anticipated time services will not be available. The OPERATOR making this notification will be exempted from disciplinary action for failure(s) to respond and/or failures to meet the maximum RESPONSE TIME during the stated period.
- B. The OPERATOR, or its employee(s), responding to an EGPD call shall perform the service required for which it was called. The EGPD OFFICER IN CHARGE may waive this requirement if the request for equipment is inadequate for the service to be performed. Any refusal to respond or to perform the required service will result in SUSPENSION if deemed appropriate by the CHIEF OF POLICE.
- C. An OPERATOR shall not respond to an EGPD call assigned to another OPERATOR unless requested to do so by the EGPD.
1. There may be times when the OPERATOR assigned the initial EGPD call may require the assistance of an additional OPERATOR at the scene. The OPERATOR assigned the initial call may, with the concurrence of the EGPD OFFICER IN CHARGE, request a specific OPERATOR to assist. The request shall be routed to the additional OPERATOR through the EGPD.
  2. There may be times when an OPERATOR who was not called to the scene comes upon a collision where a vehicle or vehicles are blocking a roadway, and an EGPD officer requests their assistance in clearing the roadway. In such a case, the OPERATOR may be requested to move the vehicle to a safe location as directed by the officer and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the OPERATOR's place in the rotation.
- D. Any personnel in addition to the initial TOW TRUCK driver responding to the call shall be at the approval of the EGPD OFFICER IN CHARGE. This shall not preclude the OPERATOR from responding to an incident to ascertain if additional assistance or equipment is required; however, there shall be no additional

charge for any personnel or equipment that is not utilized to perform the required service and approved by the EGPD OFFICER IN CHARGE.

### ***VIII. STORAGE FACILITY***

- A. The OPERATOR shall be responsible for the security of vehicles and property at the place of storage. As a minimum, a fenced or enclosed area, lighted during darkness, shall be provided. The OPERATOR is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.

A request for outside or inside storage by the owner or operator of the motor vehicle or EGPD officer shall be honored. If no request is made, the vehicle should be stored in the least costly manner to the motor vehicle's owner or operator's benefit unless documentable circumstances dictate otherwise.

- B. The OPERATOR shall obtain approval from the EGPD prior to the removal of any property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored vehicle.
1. Upon approval from the EGPD, the OPERATOR shall release personal property from an impounded vehicle at the request of the vehicle owner or his/her agent. Personal property is considered to be items which are not affixed to the vehicle; i.e., papers, transportable cellular telephones, portable radios and/or portable stereo equipment, clothes, luggage, tools, cargo, etc.
  2. Personal property from a stored vehicle shall be released upon demand to the vehicle owner or agent.
- C. The OPERATOR shall maintain a storage facility within two (2) air miles of the Elk Grove City limits. The primary storage facility shall normally be at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location, which shall also be maintained within two (2) air miles of the Elk Grove City limits. The vehicle and personal property shall be released at the primary storage facility upon request of the owner or a person having a legal entitlement to the vehicle.
1. Prior to the utilization of new storage facilities that were not listed on the application for ROTATION TOW listing, the OPERATOR shall obtain the CHIEF OF POLICE's approval and furnish the address.
  2. Secondary storage facilities shall be located within the TOW AREA.



- D. OPERATORS shall maintain sufficient storage spaces to accommodate indoor and outdoor storage needs of the EGPD.
- E. An OPERATOR'S place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public at the street address. The sign shall be visible at night.
- F. For the purpose of this AGREEMENT, "normal business hours" shall not be less than 8:00 a.m. to 5:00 p.m., Monday through Friday, except for the following recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas.
  - 1. Business hours shall be posted in plain view to the public.
  - 2. Personnel/employees shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.
- G. The release of vehicles shall be conducted in accordance with EGPD procedures.

***IX. INSURANCE/DAMAGE TO OR LOSS OF PROPERTY OR VEHICLE***

- A. OPERATOR shall maintain the following minimum levels of insurance with a California admitted insurance provider, with a rating of no less than A:VII.
  - 1. Commercial General Liability: Bodily injury and property damage with a combined single limit of not less than \$1,000,000.00, per occurrence, shall be maintained. These minimum standards are to include scheduled, non-owned, and hired auto coverage.
  - 2. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
  - 3. Worker's Compensation and Employers Insurance: Worker's Compensation limits as required by the Labor Code of the State of California, and Employers' Liability limits of \$1,000,000.00 per accident.
- B. Proof of insurance shall be in the form of a Certificate of Insurance. Policy expiration or cancellation will immediately nullify the TOW SERVICE AGREEMENT. OPERATOR's insurance policy should provide for a thirty-day (30) advance notice to CITY's Risk Management Division in the event the insurance policy will expire or will be canceled. OPERATOR shall also immediately notify

the EGPD in the event the insurance policy has expired or is canceled. OPERATOR may be reinstated only after proof of insurance has been presented to the CITY's Risk Management Division and any subsequent disciplinary action for failure to notify the EGPD of insurance expiration has been served.

- C. The ultimate responsibility for any damage to the vehicle or property or the loss of the vehicle or any property contained in the vehicle while the vehicle and/or property are in the OPERATOR's care and custody rests with the OPERATOR. The OPERATOR shall reimburse the vehicle or property owner for any loss or damage, which has been identified in an EGPD inventory and is not covered by the OPERATOR's insurance.

## ***X. INSPECTIONS***

- A. OPERATORS shall use only tow trucks that have been inspected by the California Highway Patrol (CHP) when responding to rotational tow requests. The EGPD may conduct additional inspections of the tow trucks or the business and storage facilities without notice during normal business hours at no cost to the OPERATOR.
  - 1. If during an inspection by the EGPD, a tow truck is found to be in violation of this Agreement, the truck shall be removed from service until the deficiencies are corrected.
- B. The OPERATOR shall not utilize a TOW TRUCK on an EGPD call that has not been inspected and approved for use by the CHP.

## ***XI. BUSINESS RECORDS***

- A. The EGPD may inspect all OPERATOR records without notice during normal business hours.
- B. OPERATOR shall maintain records at its place of business of tow services furnished, including a description of vehicles, nature of service, time and location of calls, and total itemized costs of towing and storage.
- C. Records shall be maintained and available for inspection for a period of two years plus the current term of this AGREEMENT.
- D. OPERATOR shall maintain business records relating to a listing of personnel, insurance, applicable PUC operating authorities, local operating authorities, lien sale actions, FCC Licensing, and any other records required by law.

- E. OPERATOR shall permit the EGPD to make copies of business records at its place of business or to remove business records for the purpose of reproduction. The EGPD shall provide a receipt for any (original) records removed from the place of business. For purposes of this paragraph, EGPD shall treat such business records as confidential and shall not disclose the contents thereof except upon order of court.
- F. Failure of OPERATOR to comply with the inspection requirements shall be cause for SUSPENSION if deemed appropriate by the EGPD.

## ***XII. FINANCIAL INTEREST***

- A. No OPERATOR or applicant shall be directly involved in the towing-related business of any other OPERATOR or applicant within the City of Elk Grove. "Directly involved" shall mean anything in common between OPERATOR or applicants with regard to any of the following:
  - 1. Business Licenses
  - 2. Insurance
  - 3. TOW TRUCK or Equipment Ownership
  - 4. Employees
- B. Storage facilities owned by an OPERATOR and shared with another OPERATOR, shall only be approved if the owner/OPERATOR charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis or combination thereof.
- C. The sale or transfer of the controlling interest in a company shall immediately terminate the AGREEMENT. The new owner(s) may apply for a ROTATION TOW listing at any time during the remainder of the current AGREEMENT term, regardless of the CITY OF ELK GROVE'S ENROLLMENT PERIOD.

Employees may work for more than one OPERATOR; however, the specific hours of employment with each OPERATOR shall be indicated in the list of employees. These employees shall be approved in advance by the CHIEF OF POLICE.
- C. Any OPERATOR in violation of this Section is subject to SUSPENSION if deemed appropriate by the EGPD.

### ***XIII. QUARTERLY MEETINGS***

- A. The Chief of police or a designee shall conduct meetings quarterly to discuss issues concerning the TOW SERVICE AGREEMENT and related policy. These meetings shall be mandatory for the OPERATOR or its designee wishing to remain on the ROTATION TOW List. The EGPD shall give OPERATOR a 15-day written notice of these meetings.

### ***XIV. DEMEANOR AND CONDUCT***

- A. While involved in EGPD ROTATION TOW 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 any City of Elk Grove employee.
  2. Lack of service or refusal to provide service to the public.
  3. Any act of sexual harassment or sexual impropriety.
  4. Unsafe driving practices.
  5. Exhibiting any objective symptoms of alcohol and/or drug intoxication.
  6. Appearing at the scene of a EGPD ROTATION TOW call with the odor of an alcoholic beverage emitting from his/her breath.
  7. Appearing at the scene of an EGPD ROTATION TOW call without being attired in the OPERATOR's established uniform. Such uniform shall be approved by the CHIEF OF POLICE. At a minimum, the name of the OPERATOR and the name of the employee shall be clearly visible on the uniform.

The OPERATOR/TOW TRUCK driver shall submit to a Preliminary Alcohol Screening Test upon demand of the EGPD.

- B. All complaints received by the EGPD against the OPERATOR or its employee(s) will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the EGPD may initiate disciplinary action as deemed appropriate. In any event, the OPERATOR will be notified of the results of any investigation.

- C. Should the filing of criminal charges be a possibility, the EGPD will conduct the investigation to conclusion or assist the lead investigating agency and, if warranted, request prosecution.
- D. Any violation of this Section will result in SUSPENSION if deemed appropriate by the EGPD.

***XV. COMPLIANCE WITH LAW***

- A. The OPERATOR and its TOW TRUCK driver(s) shall at all times comply with federal, state, and local laws and ordinances which include, but are not limited to, those laws which are applicable to the OPERATOR (refer to Attachment B for selected summarized Vehicle Code and Civil Code sections).
  - 1. In the event of minor traffic violations by the TOW TRUCK driver(s), the OPERATOR shall be advised of the violations by the EGPD. 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 disciplinary action against the OPERATOR and the involved employee(s).
  - 2. Other than the OPERATOR, a TOW TRUCK driver who is not under the immediate observations of the OPERATOR while on duty and driving a TOW TRUCK and who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs will be subject to SUSPENSION from participation as a TOW TRUCK driver under the provisions of this AGREEMENT. The length of 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 moral turpitude shall be cause for denial of application or termination of the AGREEMENT. Any conviction of an employee 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 moral turpitude shall be cause for the removal of the employee from the list of current EGPD ROTATION TOW LIST TOW TRUCK drivers.

An OPERATOR or employee arrested/charged for a violation involving any of the above crimes shall be suspended until the case is adjudicated.

## ***XVI. COMPLIANCE WITH AGREEMENT***

- A. The OPERATOR agrees, as a condition of inclusion on the ROTATION TOW List, to comply with the terms and conditions of this TOW SERVICE AGREEMENT. Furthermore, the OPERATOR agrees that failure by the OPERATOR or its agents to comply with these terms and conditions shall be cause for WRITTEN REPRIMAND, SUSPENSION or TERMINATION from the EGPD ROTATION TOW List. Alleged violations of the TOW SERVICE AGREEMENT will be investigated by the EGPD. The OPERATOR will be notified of the EGPD's findings at the conclusion of the investigation.

## ***XVII. DISCIPLINARY ACTION***

- A. The CHIEF OF POLICE shall take disciplinary action against OPERATOR for violations investigated and found true. The CHIEF OF POLICE shall retain discretion regarding the length of any SUSPENSION imposed pursuant to the terms and conditions of this AGREEMENT.
- B. Records of violations shall be retained by the EGPD for at least 36 months.
- C. A violation for the equipment requirements related to safety shall be cause for SUSPENSION. The CHIEF OF POLICE shall determine the length of the SUSPENSION. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the EGPD has conducted an inspection and found that the OPERATOR is in compliance.
- D. A violation of overcharging shall be cause for SUSPENSION. The CHIEF OF POLICE shall determine the length of the SUSPENSION. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has presented proof to the EGPD that reimbursement has been made to the aggrieved owner/operator of the vehicle. Nothing shall preclude the term of the SUSPENSION from remaining in effect after reimbursement is made.
- E. Failure of the OPERATOR to maintain a valid Motor Carrier of Property Permit shall be grounds for immediate SUSPENSION.
- F. Failure of the OPERATOR to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the OPERATOR's custody will result in a SUSPENSION. The CHIEF OF POLICE shall determine the length of the SUSPENSION. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has presented proof of the reimbursement.

- G. Failure of the OPERATOR to comply with the inspection requirements of this AGREEMENT will result in a SUSPENSION. The CHIEF OF POLICE shall determine the length of the SUSPENSION. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has complied with the inspection requirement.
- H. Failure of OPERATOR to maintain the minimum insurance requirements set forth in Section IX will immediately nullify the AGREEMENT and will be deemed to be a major violation of the AGREEMENT. OPERATOR will be subject to an additional SUSPENSION for failure to notify the EGPD in advance of the insurance policy expiration or cancellation.
- I. Failure of OPERATOR or employee to comply with Sections XIV and XV may be cause for SUSPENSION if deemed appropriate by the CHIEF OF POLICE.
  - 1. Minor traffic violations may be considered as MINOR VIOLATIONS of the AGREEMENT (refer to sub-L below).
  - 2. A TOW TRUCK driver not under the immediate observation of the OPERATOR while on duty and driving a TOW TRUCK who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs will be subject to SUSPENSION from participating as a TOW TRUCK driver under the provisions of this AGREEMENT. The length of SUSPENSION will be at the CHIEF OF POLICE's discretion.
- J. If the OPERATOR is serving a SUSPENSION for one year or more, it shall be required to comply with all terms and conditions of the current AGREEMENT at the time of the reinstatement. There will be no approval of equipment that is not in compliance with the equipment specifications contained in the AGREEMENT at the time of reinstatement.
- K. Violations of the terms and conditions of the AGREEMENT that result in SUSPENSION for the first violation are categorized as MAJOR VIOLATIONS. Any subsequent or continuing major violations may be cause for TERMINATION.
  - 1. TERMINATION shall be invoked if, in the EGPD's judgment, continued participation in the ROTATION TOW Program by the affected OPERATOR may result in a hazard to public safety and/or welfare, or the OPERATOR has been convicted of a crime listed in Section XV.B.
  - 2. In lieu of termination, the EGPD may impose additional SUSPENSIONS for longer periods if deemed appropriate.

- L. Except as specifically stated in the AGREEMENT, MINOR VIOLATIONS of the terms and conditions of the AGREEMENT shall be cause for disciplinary action in the following manner:
1. First Violation in Twelve Months - WRITTEN REPRIMAND.
  2. Second Violation in Twelve Months - 7-Day SUSPENSION.
  3. Third Violation in Twelve Months - 30-Day SUSPENSION.
  4. Fourth Violation in Twelve Months--TERMINATION of the AGREEMENT. (In lieu of a TERMINATION, the EGPD may impose additional SUSPENSIONS for longer periods if deemed appropriate.)
- M. Nothing herein shall be deemed to prohibit the EGPD from imposing an immediate SUSPENSION on any OPERATOR whose conduct, or that of its employee(s), in the opinion of the CHIEF OF POLICE is considered to be a danger to the motoring public or who has engaged in conduct constituting a gross violation of the EGPD TOW SERVICE AGREEMENT.

***XVIII. HEARING/APPEAL***

- A. In the event the EGPD serves the OPERATOR with a SUSPENSION or TERMINATION, the OPERATOR may request a HEARING within seven (7) calendar days by submitting a request in writing to the CHIEF OF POLICE. If a HEARING is requested, it shall be held as soon as practicable but in no event later than thirty(30)calendar days after receipt of the request for a HEARING. The purpose of the HEARING shall be to review all the facts of the case and to determine if the facts support the allegations and/or the prescribed level of disciplinary action. The HEARING shall be conducted by the CITY'S ADMINISTRATIVE HEARING OFFICER, and the OPERATOR shall be entitled to present all relevant facts and circumstances in support of its position. The hearing shall be informal and the rules of evidence shall not apply. OPERATOR shall be notified in writing of the decision of the ADMINISTRATIVE HEARING OFFICER within ten (10) calendar days of the date of the HEARING. The decision of the ADMINISTRATIVE HEARING OFFICER is final and binding, and shall be subject to no further administrative appeal.
- B. A SUSPENSION or TERMINATION shall not take effect until the HEARING process has been exhausted, with the exception of the OPERATOR whose conduct is deemed to be a danger to the motoring public or whose conduct grossly violates the terms and conditions of the TOW SERVICE AGREEMENT, in which event said SUSPENSION or TERMINATION shall be effective immediately



upon service of written notice thereof. If an OPERATOR fails to request a HEARING within the specified time or fails to appear at a scheduled HEARING, the action taken by the CHIEF OF POLICE shall be final, and the SUSPENSION or TERMINATION shall take effect on the date specified in the original written notification to the OPERATOR.

The ADMINISTRATIVE HEARING OFFICER has the authority to modify, adopt, or reverse the decision of the CHIEF OF POLICE.

#### ***XIX. MIDTERM REVIEW OF THE TERMS AND CONDITIONS OF THE AGREEMENT***

- A. The purpose of this Section is to provide a process for a Midterm Review of the terms and conditions of the AGREEMENT in the event there is a legitimate and substantial change in law affecting the majority of OPERATORS.
  
- B. A Midterm Review of the terms and conditions of the AGREEMENT may only be granted by the CITY MANAGER .
  - 1. A request for a Midterm Review of the terms and conditions of the AGREEMENT shall be communicated to the CHIEF OF POLICE in writing from a REPRESENTATIVE of two-thirds the majority of the affected OPERATORS and not merely at the request of a single OPERATOR. The CHIEF OF POLICE may also request a Mid-Term Review if he/she feels it is in the best interests of the motoring public, the tow industry, and/or the EGPD. The CHIEF OF POLICE will route all legitimate requests for Midterm Review with all pertinent information to the CITY MANAGER .
  
  - 2. Conditions indicating a need for Mid-Term Review must be substantial and must affect the entire towing industry or the EGPD. For purposes of this AGREEMENT, the mid-term review process is not intended to provide relief for a small number of OPERATORS who wish to increase their rates or change any other term or condition of the AGREEMENT to compensate for financial problems brought about as a result of business decisions or conditions which affect a small percentage of the industry.
  
  - 3. A request for Review will not be processed if there are 60 days or less remaining in the term of the AGREEMENT.
  
- C. A Midterm Review, when granted by the CITY MANAGER , will not automatically authorize a change in the terms and conditions of the AGREEMENT. If a Mid-Term Review is announced by the CITY MANAGER , it is the responsibility of the

CHIEF OF POLICE to conduct a review of the conditions, which initially caused the request to be communicated and to determine if the change is justified.

After evaluating all pertinent information, the CHIEF OF POLICE may request a change in the terms and conditions of the AGREEMENT; or if he/she decides that a change is not justified, he/she shall notify the towing industry REPRESENTATIVE within 14 calendar days of the date of the CITY MANAGER'S announcement authorizing the Mid-Term Review.

If the proposed change affects tow rates only, an additional page with the new rate(s) shall be signed and attached to the original.

- D. Any change in the terms and conditions of the AGREEMENT, which may result from the Midterm Review, shall not become effective until approved by the CITY MANAGER .

**XX. ADVERTISING**

The OPERATOR shall not display any sign or engage in any advertisement indicating an official connection with the CITY or the EGPD; i.e., "Official EGPD Tow," Police Impound Yard" "Approved by EGPD," EGPD ROTATION TOW," etc. This will not preclude the CHIEF OF POLICE from implementing a system of marking and identifying particular TOW TRUCKS as having passed the EGPD inspection, pursuant to Section IX or as being assigned to the CITY.

**XXI. CANCELLATION**

This AGREEMENT may be canceled by either party without prejudice by giving a 30-day written notice to the other party.

**XXII. APPROVAL SPECIFICATIONS**

A. APPROVED RATES:

	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>
Approved Rate, Base Rate	\$130.00	\$160.00	\$185.00
Approved Rate, Service Call Rate	\$65.00	\$80.00	\$92.50
Approved Rate, Hourly	\$130.00	\$160.00	\$185.00
Approved Rate, Inside/Outside Storage	\$ 30.00	\$30.00	\$30.00
Approved Rate, Service Call	\$65.00	\$80.00	\$92.50

Approved Rate, City-Owned Vehicle (1/2 of Approved Base Rate)

**B. APPROVED RESPONSE TIME:**

Maximum RESPONSE TIME is 20 minutes between 7:00 a.m. and 7:00 p.m. and 30 minutes between 7:00 p.m. and 7 a.m.

**C. Personal Property Removal Reporting Procedure Exempted Under Section VIII?  
Yes/No**

**D. The term of this AGREEMENT shall be for one year, commencing on the date first written above.**

**E. INDEPENDENT CONTRACTOR:**

At all times during the term of this AGREEMENT, OPERATOR shall be an independent contractor and not an employee or agent of the CITY. CITY shall not have the right to control the methods by which OPERATOR accomplishes its duties under this AGREEMENT, but shall exercise control insofar as necessary to assure that OPERATOR's services are rendered to meet the objectives and terms of this AGREEMENT.

**F. INDEMNIFICATION:**

OPERATOR shall indemnify and hold harmless the City of Elk Grove, its officers, and employees thereof connected with the work, from and against any and all claims, demands, costs, liability, lawsuits, or actions of every name, kind, and description, brought for or on account of injuries to or death of any person or damage to property including, but not limited to, property of OPERATOR, and any and all other damages resulting from any negligent or willful error, omission, or act by OPERATOR, its employees, agent, successors, assigns, or third parties in performing their duties under this AGREEMENT, and for any and all costs, including, but not limited to, reasonable attorneys fees, incurred by CITY in defense of any such claims or causes of action.

**G. INDEPENDENT CONTRACTOR:**

It is understood and agreed that the OPERATOR (including the OPERATOR'S employees) is an independent contractor and that no relationship of employer-

employee exists between the parties hereto. The OPERATOR'S assigned personnel shall not be entitled to any benefits payable to employees of the City. The OPERATOR hereby indemnifies and holds the City harmless from any and all claims that the employer-employee relationship exists by reason of the Tow Service Agreement.

It is further understood and agreed by the parties hereto that the OPERATOR, in performance of its obligation under the Tow Service Agreement, is subject to the control or direction of the City as to the designation of tasks to be performed, the results to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the OPERATOR for accomplishing the results.

If, in the performance of the Tow Service Agreement, any third persons are employed by the OPERATOR, such persons shall be entirely and exclusively under the direction, supervision, and control of the OPERATOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other employment or requirements of law, shall be determined by the OPERATOR. No subcontracted employees are to be used. It is further understood and agreed that, as an independent contractor and not an employee of the City, neither the OPERATOR nor the OPERATOR'S assigned personnel shall have any entitlement as a City employee, right to act on behalf of the City in any capacity whatsoever as agent, or the authority to bind the City to any obligation whatsoever.

**H. NOTICE:**

Any notice, tender, delivery, requests for payment, or notice to be given hereunder by either party to the other, may be effected by personal delivery, in writing, or by mail, and shall be deemed communicated as of the date of the actual receipt. Mailed notices shall be addressed as set forth, but each party may change its address by delivery of written notice in accordance with this paragraph:

To OPERATOR: \_\_\_\_\_  
Attn:

To CITY: City of Elk Grove  
Attn: Chief of Police  
8400 Laguna Springs Drive

I. ASSIGNMENT AND DELEGATION:

OPERATOR shall not assign, transfer, convey, pledge, or sublet this AGREEMENT or any part of it, and OPERATOR shall delegate no duty arising under this AGREEMENT without first obtaining prior written consent of the CITY MANAGER and the CHIEF of POLICE . Any action taken by OPERATOR which is inconsistent with this Section shall render this AGREEMENT voidable at the discretion of the CITY MANAGER or the CHIEF OF POLICE.

J. SEVERABILITY:

The provisions of this AGREEMENT are severable to the extent that should any provision of this AGREEMENT be declared invalid, illegal, or unenforceable in whole or in part by operation of law, the validity of the remaining provisions or any portion thereof not expressly declared illegal or unenforceable shall remain in full force and effect.

K. INTEGRATION AND MODIFICATION:

This AGREEMENT represents the entire integrated agreement between CITY and OPERATOR and supersedes any and all prior negotiations, representations, or agreements between the parties, either written or oral. This AGREEMENT may be amended only by written instrument signed by CITY and OPERATOR.

L. AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the parties to execute this AGREEMENT.

**IN WITNESS THEREOF**, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

ATTEST:

CITY OF ELK GROVE, a  
Municipal corporation

By \_\_\_\_\_  
Peggy Jackson, CITY CLERK

By: \_\_\_\_\_  
John Danielson, CITY MANAGER

APPROVED AS TO FORM

"CITY"

By \_\_\_\_\_  
Anthony Manzanetti, CITY ATTORNEY

"OPERATOR"

Elk Grove, CA 95624

, Owner/Operator

\_\_\_\_\_  
Signature

## ATTACHMENT A

### ELK GROVE POLICE DEPARTMENT TOW SERVICE AGREEMENT

#### DEFINITIONS

ADMINISTRATIVE HEARING OFFICER – The person appointed by the City Manager to preside over an Administrative Hearing.

AGREEMENT - The same as TOW SERVICE AGREEMENT.

BASE FEE – The maximum rate which may be charged to the registered owner/operator of a vehicle which has become disabled, is subsequently towed, and the vehicle's owner/agent is able to pay the OPERATOR for the towing services upon completion of the call. Generally, no storage will result from this type of tow service. This rate shall be consistent with industry rates for similar services.

BASE RATE - Same as BASE FEE.

CHIEF OF POLICE - The CITY's Chief of Police, or designee

CITY - Municipal governing entity of the CITY OF ELK GROVE

CITY MANGER - The CITY's Chief Executive Officer, or designee

CITY OF ELK GROVE - The Incorporated City of Elk Grove.

DISABLED VEHICLE RATE - Same as SERVICE CALL FEE.

EGPD - The Elk Grove Police Department.

ENROLLMENT PERIOD – The period of time during which the CITY will accept applications from OPERATORS for a ROTATION TOW Listing.

HEARING - The first level of review for SUSPENSION or TERMINATION. An informal process in which an OPERATOR may present evidence or witnesses which would show that an action (SUSPENSION or TERMINATION) was improper or to mitigate the action taken. The review will be conducted by the ADMINISTRATIVE HEARING OFFICER or a designee.

**NONCONSENSUAL TOW** – Those tows where the owner or operator of the vehicle is unwilling or unable to specify a towing company.

**OFFICER IN CHARGE** – Any representative from EGPD having primary investigative responsibilities at the scene of a collision or crime.

**LOAD SALVAGE OPERATIONS** – Any operation involving the recovery of a load which has been spilled or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B and Class C TOW TRUCKS.

**MAJOR VIOLATIONS** – Violations of this AGREEMENT which are subject to SUSPENSION for the first violation.

**MINOR VIOLATIONS** – Violations of this AGREEMENT which are subject to a WRITTEN REPRIMAND for the first violation.

**OPERATOR** – A tow service which has been issued a Letter of Authorization, has signed the TOW SERVICE AGREEMENT, and is approved to receive EGPD referred calls. The term "OPERATOR" refers to the company, its owner(s), its manager(s) who have authority to enter into an AGREEMENT with the CITY for towing services and to conduct business in accordance with the terms of this AGREEMENT, and its employees.

**PORTAL TO END OF SERVICE** - Service shall start at the time of departure from the place of business and shall end at the estimated time of return to the place of business, including a reasonable and verifiable amount of time required to place the TOW TRUCK back into service, or the completion of the call if another call is pending, whichever is shorter.

**PORTAL TO PORTAL** - Service shall start at the time of departure from the place of business and shall end at the time of return to the place of business, including a reasonable and verifiable amount of time required to place the TOW TRUCK back into service.

**POSSESSION** - Pursuant to Section 3068 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit.

**REPRESENTATIVE** - A person or group of persons appointed by the OPERATORS within the CITY, designated to represent their interests to the CHIEF OF POLICE.

**RESPONSE TIME** - The period of time from the answering service notification by the EGPD Communication Center of a call to the arrival of the TOW TRUCK at the location requested.

**ROTATION TOW** - The system established to facilitate the distribution of calls for TOW TRUCKS to provide towing and emergency road services and to meet the needs of the EGPD.



**SECONDARY TOWING** - Towing of a vehicle arranged by an owner or agent upon release of the vehicle by the EGPD.

**SERVICE CALL FEE** - The maximum rate which may be charged to the registered owner/agent of a vehicle which requires service to put the vehicle back into operation (i.e., out of gas, change a flat tire, etc.), and the vehicle's owner/agent is able to pay the OPERATOR for the services upon completion of the call. This rate shall be less than the DISABLED VEHICLE RATE and shall be consistent with rates charged for similar services.

**SUSPENSION** - Removal of an OPERATOR from the EGPD's ROTATION TOW List for a specified period of time. SUSPENSION may be for a period longer than the current term of the AGREEMENT.

**TERMINATION** - Permanent removal of an OPERATOR from the ROTATION TOW List for the remainder of the term of the TOW SERVICE AGREEMENT and possible disqualification from any further participation in the CITY's ROTATION TOW.

**TOW SERVICE AGREEMENT** - The contract between the CITY and the OPERATOR embodying the rules and regulations that a OPERATOR agrees to comply with in order to receive a ROTATION TOW Listing with the EGPD.

**TOW AREA** - The CITY and surrounding area in which an officer may request a tow.

**TOW TRUCK** - A TOW TRUCK is defined in Section 615 of the California Vehicle Code. Also includes slide-back carriers and wheel-lift vehicles.

**VEHICLE RECOVERY OPERATION** - An operation involving the process of righting an overturned vehicle which would require the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B or Class C TOW TRUCK(s).

**WAIVER OF REQUIREMENTS** - Provides for temporary relief from selected terms and conditions of the TOW SERVICE AGREEMENT as specified in Section I.A.

**WRITTEN REPRIMAND** - A written notice to an OPERATOR which specifies any violation(s) of the TOW SERVICE AGREEMENT, orders corrective action, and warns of further action(s) to be taken if corrective action is not imposed.

**ELK GROVE POLICE DEPARTMENT  
TOW SERVICE AGREEMENT**

**APPLICABLE CALIFORNIA VEHICLE CODE AND CIVIL CODE LAWS**

**NOTE:** The laws which govern an OPERATOR's business and vehicle operations are included in, but not limited to, this Attachment. The laws included herein are intended as a general guide. It is the OPERATOR's responsibility to know and comply with all federal, state, and local ordinances relating to its business operations, including those which are not listed in this document.

**I. GENERAL**

- A. OPERATOR shall be able to properly conduct a lien sale as outlined in Division 11, Chapter 10, Article 2, beginning with Section 22851 of the California Vehicle Code.
  
- B. OPERATOR and/or its agents who drive a TOW TRUCK shall be properly licensed in accordance with Section 12804.9 of the California Vehicle Code.
  - 1. Section 260 of the California Vehicle Code defines a "commercial motor vehicle" as a vehicle of a type required to be registered under this code, used in commerce or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property.
  
  - 2. Commercial driver's licenses must be endorsed to allow operation of special vehicle configurations and/or special cargos. The following table shows the correct license class and endorsement for the vehicle or cargo being transported:
    - a. TOW TRUCK drivers shall have the proper class of license and endorsement(s) for the vehicle and cargo being transported, as shown above.
      - 1) Whenever tank vehicles, double trailers, and/or hazardous materials carriers are towed or driven, the driver needs to possess the appropriate class of license and endorsement.

- 2) Empty buses can be towed without the passenger transport endorsement, but the TOW TRUCK driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.
  - b. TOW TRUCK drivers may obtain a Class A driver's license which is restricted to towing other vehicles. The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.
  - c. In order to obtain an unrestricted Class A license, the applicant must pass the driving test in a conventional type Class A vehicle (tractor and semi-trailer, truck and trailer, etc.).
  - d. Commercial vehicle operators or operators of vehicles requiring a special certificate must possess both the appropriate license and certificate and be in possession of a valid medical card.
- C. OPERATOR shall comply with the provisions contained in Division 4, Chapter 2 (Reports of Stored Vehicles) of the California Vehicle Code.
- D. OPERATOR shall comply with the provisions of Section 10854 (Unlawful Use or Tampering by Bailee) of the California Vehicle Code.
- E. OPERATOR shall comply with the provisions of Section 12110 (Towing Service: Unlawful Acts) of the California Vehicle Code.
- F. OPERATOR shall comply with the provisions of Division 11, Chapter 9, relating to stopping, standing, or parking, and Chapter 10, of the California Vehicle Code relating to the removal and disposition of vehicles.
- G. TOW TRUCKS shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the California Vehicle Code.
- H. TOW TRUCKS towing disabled legal vehicles or a legal combination of vehicles shall comply with the vehicle size and weight limitations contained in Division 15 of the California Vehicle Code.

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

1. The California Department of Transportation issues permits to requesting operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:
  - a. Disabled legal vehicles or a legal combination of vehicles may be towed on State highways to the nearest appropriate place of repair or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of this permit to allow these combinations to be towed to their ultimate destination for convenience unless that destination meets the foregoing criteria.
  - b. Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When one end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the tow truck and/or the drive axle(s) of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle or axle group exceeds legal weight, movement will be limited to specific routes.
2. Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the California Department of Transportation.
3. The driver of a tow truck operating under a transportation permit shall comply with all the terms and conditions of the permit.
  - I. OPERATOR shall comply with the provisions of Sections 3068 through 3074 of the California Civil Code, relating to liens on vehicles.
  - J. OPERATOR shall comply with Sections 182, 470, and 532 of the California Penal Code, relating to fraud and conspiracy to commit fraud.
  - K. OPERATOR shall comply with the provisions of Sections 17200 and 17500 of the California Business and Professions Code, relating to fraudulent or unfair business practices or false or misleading statements.

## **II. SPECIFIC CALIFORNIA VEHICLE CODE REQUIREMENTS RELATING TO TOW TRUCKS**

### **SUMMARIZED CALIFORNIA VEHICLE CODE PROVISIONS:**

This section is intended to be a summary only. In the event of a discrepancy between the summary and the particular section of the California Vehicle Code, the California Vehicle Code will control.

#### **A. Unlawful Advertising (25)**

It is unlawful for any person to display any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the California Highway Patrol unless such person has lawful authority, permission, or right to make such display.

#### **B. TOW TRUCK (615)**

- (a) A "tow truck" is a motor vehicle which has been altered or designed and equipped for, and primarily used in the business of, transporting vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise primarily used to render assistance to other vehicles. A "roll-back carrier" designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. "Tow truck" does not include an automobile dismantlers' tow vehicle or a reposessor's tow vehicle.
- (b) "Reposessor's tow vehicle" means a tow vehicle which is registered to a reposessor licensed or registered pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code that is used exclusively in the course of the repossession business.
- (c) "Automobile dismantlers' tow vehicle" means a tow vehicle which is registered by an automobile dismantler licensed pursuant to Chapter 3 (commencing with Section 11500) of Division 5 and which is used exclusively to tow vehicles owned by that automobile dismantler in the course of the automobile dismantling business.

**NOTE:** A vehicle which is not exclusively used in the business of towing vehicles nor used to render assistance to other vehicles is not a "tow truck" as defined above and need not comply with the requirements of the California Vehicle Code sections cited in this Attachment. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on "tow trucks" and is not entitled to special parking privileges under Section 22513. "Tow truck" does not include an automobile dismantler's tow vehicle.

C. Portable Dolly (4014)

Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration.

D. License Plates (5201)

(a) The rear license plate on a tow truck may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, not less than 12 inches nor more than 90 inches from the ground.

E. Tow Service Unlawful Acts (12110)

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

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

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

F. Stopping or Parking

Section 22513 prohibits a tow truck driver or owner from stopping at the scene of an accident or near a disabled vehicle for the purpose of soliciting an

engagement for services or furnishing any towing services unless summoned to that accident scene or disabled vehicle or flagged down by the owner or operator of the disabled vehicle or by a peace officer. The tow truck driver or owner is also prohibited from removing any vehicle from a highway or public property without the express written authorization of the vehicle's owner or operator or a law enforcement officer or agency when the vehicle has been left unattended or when there is an injury as a result of an accident.

**G. Stopping on Freeway (21718)**

- (1) No person shall stop, park, or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:
  - (1) When necessary to avoid injury or damage to persons or property.
  - (2) When required by law or in obedience to a peace officer or official traffic control device.
  - (3) When any person is actually engaged in maintenance or construction on freeway property or any employee of a public agency is actually engaged in the performance of official duties.
  - (4) When any vehicle is so disabled that it is impossible to avoid temporarily stopping and another vehicle has been summoned to render assistance to the disabled vehicle or driver of the disabled vehicle. This paragraph applies when the vehicle summoned to render assistance is a vehicle owned by the donor of free emergency assistance that has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the donor for the specific purpose of summoning assistance, other than towing service, from the donor.
- (5) Where stopping, standing, or parking is specifically permitted. However, buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.
- (6) Where necessary for any person to report a traffic accident or other situation or incident to a peace officer or any person specified in paragraph (3), either directly or by means of an emergency telephone or similar device.
- (7) When necessary for the purpose of rapid removal of impediments to traffic by the owner or operator of a tow truck operating under an agreement with the Department of the California Highway Patrol.

**NOTE:** For purposes of this section, CITY shall be used in place of and instead of the California Highway Patrol.

**H. Towing or Storage Charges: Payment (22651.1)**

Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

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

**I. Release of the Vehicle (22850.3)**

(a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current registration. The agency which caused the vehicle to be stored may, in its discretion, issue a notice to appear for the registration violation.

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

**J. Stop Lamps, Tail Lamps, Reflectors (24600, 24603, 24607)**

In addition to required lighting equipment, tow trucks may be equipped with additional stop lamps, tail lamps, and rear reflectors which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward the rearmost portion of the driver's seat in the rearmost position. Such additional tail lamps shall be lighted whenever the headlamps are lighted.



**K. Tow Trucks and Towed Vehicles (24605)**

- (a) A tow truck or an automobile dismantler's tow vehicle used to tow a vehicle shall be equipped with and carry a tail lamp, a stop lamp, turn signal lamps, and a portable electrical extension cord for use in displaying the lamps on the rear of a towed vehicle.
- (b) Whenever a tow truck or an automobile dismantler's tow vehicle is towing a vehicle and a stop lamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the driver of the tow truck or the automobile dismantler's tow vehicle shall, by means of an extension cord, display to the rear a stop lamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a tail lamp on the towed vehicle cannot be lighted, the driver of the tow truck or the automobile dismantler's tow vehicle driver shall, by means of an extension cord, display to the rear a tail lamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.
- (c) Whenever any motor vehicle is towing another motor vehicle, stop lamps and turn signal lamps are not required on the towed motor vehicle, but only if a stop lamp and turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed vehicle. This subdivision shall not apply to drive-away tow-away operations.

**L. Utility Flood Lights (25110)**

Tow trucks that are used to tow disabled vehicles may be equipped with utility flood or loading lamps mounted on the rear and sides which project a white light illuminating an area to the side or rear of the vehicle for a distance not to exceed seventy-five feet at the level of the roadway. Tow trucks may display such utility floodlights only during the period of preparation for towing at the location from which a disabled vehicle is to be towed. The flood lamps shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver.

**M. Warning Lamps on Tow Trucks (25253)**

- (a) Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. This subdivision does not apply to a tractor-trailer combination.
- (b) Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow

truck may be displayed to the rear when the tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.

N. Use of Flashing Amber Warning Light (25268)

No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists.

O. Warning Devices on Disabled or Parked Vehicles (25300)

- (a) Every vehicle, which, if operated during darkness, would be subject to the provisions of Section 25100 and every truck tractor, irrespective of width, shall be equipped with at least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination.

All reflectors shall be maintained in good working condition.

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

- (1) One at the traffic side of the disabled vehicle, no more than 10 feet to the front or rear thereof;
- (2) One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by such vehicle; and
- (3) One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.
- (4) If disablement of any such vehicle occurs within 500 feet of a curve, crest of a hill, or other obstruction to view, the driver shall so place the reflectors in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicle.
- (5) If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one such reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one such

reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.

- (c) When any such vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: one at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of the roadway and the vehicle, but in no event less than two feet to the left of the widest portion of the vehicle or load thereon.
- (d) Until the reflectors required by this section can be placed properly, the requirements of this section may be complied with temporarily by either placing lighted red fusees in the required locations or by use of turn signal lamps, but only if front turn signal lamps at each side are being flashed simultaneously.
- (e) The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.
- (f) Subdivision (b), (c), (d), and (e) do not apply to a vehicle under either of the following circumstances:
  - (1) Parked in a legal position within the corporate limits of any city.
  - (2) Parked in a legal position upon a roadway bounded by adjacent curbs.
- (g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway.

P. Use of Fusees (25305)

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

(b) It is unlawful to use any fusee, which produces other than a red light.

Q. Brakes (26453, 26454, 26458)

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

R. Broom, Shovel, and Extinguisher (27700)

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

- (1) One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.
- (2) One or more shovels, and whenever practical, the tow truck driver engaged to remove any disabled vehicle shall spread dirt upon that portion of the roadway where oil or grease has been deposited by the disabled vehicle.
- (3) One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make the approval.

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

S. Signs, Tow Truck (27907)

There shall be displayed in a conspicuous place on both the right and left side of a tow truck, a reposessor's tow vehicle, or an automobile dismantler's tow vehicle used to tow or carry vehicles a sign showing the name of the company or the owner or operator of the tow truck or tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver. The letters

and numbers of the sign shall not be less than 2 inches in height and shall be in contrast to the color of the background upon which they are placed.

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

**NOTE:** California Vehicle Code section 25 prohibits the display of any sign, mark, or advertisement indicating an official connection between any tow service and the California Highway Patrol.

**T. Safety Chains (29004)**

- (a)
  - (1) Except as required under paragraph (2), every towed vehicle shall be coupled to the towing vehicle by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue or other connection.
  - (2) Any vehicle towed by a tow truck shall be coupled to the tow truck by means of at least two safety chains in addition to the primary restraining system. The safety chains shall be securely affixed to the truck frame, bed, or towing equipment, independent of the towing sling, wheel lift, or under-reach towing equipment.
  - (3) Any vehicle transported on a slide back carrier or conventional trailer shall be secured by at least four tiedown chains, straps, or an equivalent device, independent of the winch or loading cable. This subdivision shall not apply to vehicle bodies that are being transported in compliance with Sections 1340 to 1344, inclusive, of Title 13 of the California Code of Regulations.
- (b) All safety connections and attachments shall be of sufficient strength to control the towed vehicle in the event of failure of the regular hitch, coupling device, drawbar, tongue, or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.
- (c) No more slack may be left in a safety chain, cable, or equivalent device than is necessary to permit proper turning. When a drawbar is used as the towing connection, the safety chain, cable, or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar fails.
- (d) Subdivision (a) does not apply to a semitrailer having a connecting device composed of a fifth wheel and kingpin assembly, and it does not apply to

a towed motor vehicle when steered by a person who holds a license for the type of vehicle being towed.

- (e) For purposes of this section, a "tow truck" includes both of the following:
  - (1) A reposessor's tow vehicle, as defined in subdivision (b) of Section 615.
  - (2) An automobile dismantler's tow vehicle, as defined in subdivision (c) of Section 615.
- (f) Vehicles towed by a reposessor's tow vehicle, as defined in subdivision (b) of Section 615, are exempt from the multi-safety chain requirement of paragraph (2) of subdivision (a) so long as the vehicle is not towed more than one mile from the point of repossession and is secured by one safety chain.

**ELK GROVE POLICE DEPARTMENT  
TOW SERVICE AGREEMENT**

**I. GENERAL SPECIFICATIONS**

**A. TOW TRUCK AND CAR CARRIER CLASSIFICATIONS:**

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

**ATA and Manufacturers Classification EGPD Rotation Classifications**

Class 4 - 14,001-16,000 Pounds GVWR Class A TOW TRUCKS  
Class 5 - 16,001-19,500 Pounds GVWR Class A TOW TRUCKS  
Class 6 - 19,501-26,000 Pounds GVWR Class B TOW TRUCKS  
Class 7 - 26,001-33,000 Pounds GVWR Class B TOW TRUCKS  
Class 8 - 33,001 or More than GVWR Class C TOW TRUCKS

**B. 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.

**C. 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 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.

**D. 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 rated capacity.

**E. 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.

**F. SAFETY CHAINS:**

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

**G. CONTROL/SAFETY LABELS:**

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

**H. SIGNS:**

All TOW TRUCKS shall display signs on both sides containing the OPERATOR's company name, one business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 VC.



I. WIRE ROPE (CABLE):

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 EGPD. 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.

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

A. CLASS A TOW TRUCK:

1. Class A Tow Truck Equipment Specifications

- a. Minimum 14,000 pounds GVWR chassis.
- b. Four-ton boom and recovery equipment rating.
- c. Hydraulic or mechanical winch(es).
- d. One hundred feet 3/8-inch, 6 x 19 cable or Original Equipment Manufacturer's (OEM) specifications.
- e. Tow chains, 5/16-inch alloy or OEM specifications, J/T hook assembly.
- f. Minimum of two safety chains, 5/16-inch alloy or OEM specifications.
- g. Tow sling rating 3,000 pounds (when applicable).
- h. Wheel-lift safety straps or equivalent mechanical device.  
  
Note: All required wheel safety straps or equivalent wheel retention device, 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: Retracted - 3,000 pounds, 95" Extension\* - 3,000 pounds.

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

- a. Minimum 14,000 pounds GVWR chassis.
- b. Hydraulic or mechanical winch.
- c. Fifty-foot 3/8" 6 x 19 cable or OEM specification.
- d. J/T hook loading bridle/chains.
- e. Safety chains, 5/16-inch 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 as required during transportation.

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

- a. Minimum 16,001 pounds GVWR chassis.
- b. Hydraulic or mechanical winch.
- c. Fifty-foot 3/8-inch, 6 x 19 cable or OEM specifications.
- d. J/T hook loading bridle/chains.
- e. Safety chains, 5/16-inch 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.

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

**B. CLASS B TOW TRUCK:**

**1. Class B Tow Truck Equipment Specifications**

- a. Minimum 19,501 pounds GVWR chassis.
- b. Air brakes or hydraulic with air-hook-up package and single control compressor.
- c. Fourteen-ton boom and recovery equipment rating.
- d. Hydraulic or mechanical winch(es).
- e. 150-foot 7/16-inch, 6 x 19 cable or OEM specifications.
- f. Tow chains, 1/2-inch alloy or OEM specifications.
- g. Two safety chains, 1/2-inch 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 device, tie-down straps, and two safety chains shall be used during towing operations.

- k. Wheel lift or under-lift rating: Retracted -10,000 pounds, 85" Extension\* - 8,000 pounds.

**2. Class B Car Carrier Equipment Specifications**

- a. Minimum 19,501 pounds GVWR chassis.
- b. Hydraulic or mechanical winch.
- c. Fifty-foot 3/8-inch, 6 x 19 cable or OEM specifications.
- d. J/T hook loading bridle/chains.

- e. Safety chains, 5/16-inch alloy or OEM specifications; two pairs of safety chains for each 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 transportation.

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

C. CLASS C TOW TRUCK:

Equipment Specifications

1. Minimum 33,000 pounds, three-axle, GVWR chassis.
2. Air brakes with air-hook-up package and single-control compressor.
3. Twenty-five ton recovery equipment rating.
4. Hydraulic or mechanical winch(es).
5. Two hundred foot 5/8-inch, 6 x 19 cable or OEM specifications.
6. Tow chains, 5/8-inch alloy or OEM specifications.
7. Two safety chains, 5/8-inch alloy or OEM specifications.
8. Tow sling rating 12,000 pounds (when applicable).
9. Two twelve ton snatch blocks.
10. Under lift rating: Retracted -25,000 pounds, 100" Extension\* - 12,000 pounds.

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

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

D. CLASS D TOW TRUCK:

### Equipment Specifications

1. Minimum 50,000 pounds, three-axle, GVWR chassis.
2. Air brakes with air-hook-up package.
3. Thirty-ton recovery equipment rating.
4. Hydraulic or mechanical winch(es).
5. Two-hundred-fifty-foot 3/4-inch, 6 x 19 cable or OEM specifications.
6. Tow chains, 5/8-inch alloy or OEM specifications.
7. Two safety chains, 5/8-inch alloy or OEM specifications.
8. Tow sling rating 20,000 pounds (when applicable).
9. Two twelve-ton snatch blocks.
10. Under lift rating: Retracted -32,000 pounds, 100" Extension\* - 16,000 pounds.

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

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

### **III. 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"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. Car Carrier - J/T hook loading bridle, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.
- d. 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 three-ton rated snatch block.
- l. Shop-to-truck radio (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.
- i. Tool kit - The following is a list of optional tools which may be included in the tool kit:
- 1) Assorted open-end wrenches - standard 1/4" - 7/8" and Metric 6-19 mm.
  - 2) Assorted screwdrivers - straight blade and phillips.
  - 3) Crescent wrench.
  - 4) Ball-peen hammer.
  - 5) Pliers.
  - 6) Battery and terminal cleaning tools.
  - 7) Point file.
  - 8) Allen wrench for Delco distributors.
  - 9) Mechanic's wire.
  - 10) Plastic electrical tape/duct tape.
  - 11) Tire valve core tool.
  - 12) Miscellaneous fusees.
  - 13) Small pry bar.
  - 14) Shop rags.
  - 15) Flashlight.
  - 16) Socket sets - 1/4" - 1" and 6-19 mm.
  - 17) Ratchet and extensions.

**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.
- b. Truck Hitch - Tow chain assembly, a 4"x4"x60" and a 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
- c. Under Lift - 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. Two eight-ton rated snatch blocks.
- l. Axle covers/caps.
- m. Air hoses and necessary fittings to provide air to the towed vehicle.
- n. 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 - The following is a list of optional tools which may be included in the tool kit:
  - 1) Assorted open-end wrenches - standard 1/4" - 7/8" and Metric 6-19 mm.
  - 2) Assorted screwdrivers - straight blade and phillips.
  - 3) Crescent wrench.
  - 4) Ball-peen hammer.
  - 5) Pliers.
  - 6) Battery and terminal cleaning tools.
  - 7) Point file.
  - 8) Allen wrench for Delco distributors.

- 9) Mechanic's wire.
- 10) Plastic electrical tape/duct tape.
- 11) Tire valve core tool.
- 12) Miscellaneous fusees.
- 13) Small pry bar.
- 14) Shop rags.
- 15) Flashlight.
- 16) Socket sets - 1/4" - 1" and 6-19 mm.
- 17) Ratchet and extensions.

C. CLASS C TOW TRUCK:

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 crossbeams (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 twelve-ton rated snatch blocks.
- m. Axle covers/caps.
- n. Air hoses and necessary fittings to provide air to the towed vehicle.
- o. Shop-to-truck radio (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.

- I. Tool kit - The following is a list of optional tools which may be included in the tool kit:
- 1) Assorted open-end wrenches - standard 1/4" - 7/8" and Metric 6-19 mm.
  - 2) Assorted screwdrivers - straight blade and phillips.
  - 3) Crescent wrench.
  - 4) Ball-peen hammer.
  - 5) Pliers.
  - 6) Battery and terminal cleaning tools.
  - 7) Point file.
  - 8) Allen wrench for Delco distributors.
  - 9) Mechanic's wire.
  - 10) Plastic electrical tape/duct tape.
  - 11) Tire valve core tool.
  - 12) Miscellaneous fusees.
  - 13) Small pry bar.
  - 14) Shop rags.
  - 15) Flashlight.
  - 16) Socket sets - 1/4" - 1" and 6-19 mm.
  - 17) Ratchet and extensions.

**ELK GROVE POLICE DEPARTMENT  
TOW SERVICE AGREEMENT**

**INSTRUCTIONS FOR COMPLETING  
THE EGPD TOW AGREEMENT APPLICATION**

**I. GENERAL INFORMATION**

- A. The following instructions are being provided to assist in the accurate completion of the necessary forms. Please be sure to sign and date the application form as indicated. You should thoroughly read and understand the TOW SERVICE AGREEMENT prior to submitting your application. After completing the application form, return the entire package, along with the certificates of insurance as specified in Section VIII of the TOW AGREEMENT, to the CITY, Purchasing Department, for approval. If your company received preliminary approval, an inspection of your facilities and equipment will be scheduled.
- B. Upon final approval, a completed Section IX of the TOW SERVICE AGREEMENT, Approval Specifications and Attachment E (TOW DISTRICT Description) will be added to the TOW SERVICE AGREEMENT. Upon receipt of these documents, you should sign and date Section XXII and return the original to the CITY Purchasing Department.

**II. SPECIFIC INSTRUCTIONS FOR FORMS PREPARATION**

- A. INFORMATION REQUIRED FOR APPLICATION FOR ROTATION TOW LISTING:
  - 1. Business name as it appears on your business license and mailing address.
  - 2. Daytime telephone number for the dispatch of tow services.
  - 3. Nighttime telephone number for nighttime dispatch of tow services. If the daytime phone is answered 24 hours a day, leave night phone space blank.
  - 4. Business address if different from mailing address.

5. List any automobile club affiliations (i.e., AAA, National, etc.).
6. Do you provide 24-hour-a-day service? (Yes or no.)
7. How many years have you been in the towing business?
8. Have you or anyone with financial interest ever been convicted of a felony involving stolen or embezzled vehicles, fraud related to the towing business, stolen property, crimes of violence, or moral turpitude? (Yes or no.)
9. List your primary storage address and whether owned, leased, or rented.
10. List any and all secondary storage and whether it is owned, leased, or rented.
11. Are all the storage yards fenced? (Yes or no.)
12. Is inside storage available? (Yes or no.)
13. List the legal owner(s). If the owner is a firm, company, association, or corporation, list all persons having financial interest.
14. Do you or any legal owner of the tow company have any financial interest in any other tow company within the CITY OF ELK GROVE? (Yes or no.)
15. Do you have any family members (i.e., any person(s) related by blood or marriage) who own or have financial interest in any other tow company with the CITY OF ELK GROVE? (Yes or no.)
16. Do you share any facilities with any other tow company? (Yes or no.)
17. A "yes" answer to 14, 15, or 16 shall be explained in the remarks section by listing the name of the tow company.
18. Accurately list the Usual Compensatory Rates charged to customers for each TOW TRUCK class for which you are applying. (This is not a bid for rates to be charged on EGPD calls.)
19. List the Usual Compensatory Rates for inside storage for each TOW TRUCK class for which you are applying.

20. List the Usual Compensatory Rates for outside storage for each TOW TRUCK class for which you are applying.
21. List the number of trucks you have in each TOW TRUCK class.
22. Is at least one Class A tow truck a car carrier? (Yes or no.)
23. In the narrative portion of the application, list the Usual Compensatory Rates for any Special Operations equipment you wish to submit for use on EGPD ROTATION TOW Lists.

**B. ROTATION TOW LIST - TOW TRUCK INSPECTION GUIDE:**

1. Upon preliminary approval, you will be provided with a TOW TRUCK Inspection Guide for each TOW TRUCK.
2. You should complete "Section 1" of the TOW TRUCK Inspection Guide prior to the scheduled inspection date. The following instructions will assist you in preparing this section of the form:
  - a. Business name and address as it appears on the application.
  - b. Year vehicle manufactured.
  - c. Make of vehicle.
  - d. Model of vehicle.
  - e. License number of vehicle.
  - f. Vehicle identification number.
  - g. Gross Vehicle Weight Rating as rated by the manufacturer.
  - h. Check the appropriate equipment type.

**ELK GROVE POLICE DEPARTMENT  
TOW SERVICE AGREEMENT**

**TOW DISTRICT DESCRIPTION**

The Tow District will be an area within two air miles from the City limit of Elk Grove.

