



EMERYVILLE POLICE DEPARTMENT

TOW SERVICE AGREEMENT

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Emeryville POLICE DEPARTMENT TOW SERVICE AGREEMENT

This Tow Service Agreement (TSA) contains terms and conditions that the undersigned a company (“operator” or “owner”) agrees to comply with to receive and maintain a rotation tow listing with the Emeryville Police Department (EPD) which is a department within the City of Emeryville, a municipality within the State of California. Accordingly, all references to EPD throughout this TSA apply to the City of Emeryville and all references to City of Emeryville include the Emeryville Police Department. Participation in the EPD Rotation Tow Program is voluntary. An operator, by agreeing to participate in the program, does not establish a contractual relationship with the EPD and is not acting as an agent for the EPD or the City of Emeryville when performing services under the TSA. The Operator hereby agrees as follows:

SCOPE OF AGREEMENT

This Agreement establishes the rules, regulations, and standards for the Undersigned Company to voluntarily provide towing and storage services requested by EPD which are described by Section 2 (A) through (C) of this Agreement. This Agreement does not constitute an exercise of the authority of the City to license, regulate, or establish eligibility criteria for towing companies to operate within the City of Emeryville under Vehicle Code Section 21100(g). Nothing in this Agreement shall apply to towing and storage services that are not provided at the request of EPD. This Agreement is limited to the establishment and maintenance of lists of towing companies that will be available to provide EPD towing services under the terms and conditions set forth in this Agreement. (The program for establishment and maintenance of such lists is generally referred to throughout this Agreement as the towing services program or program). EPD's authority to tow and store vehicles is authorized under various state statutes, including but not limited to Vehicle Code Sections 22651, 22651.2, 22655.5, 22669, and 14602.6, and its proprietary rights over vehicles owned by it or in its possession.

This Agreement replaces any offer, representation, or promise made to the operator at any time prior to the date that it takes effect as to any matter contained within its terms.

An operator that is a party to this Agreement can at any time choose not to continue providing services to EPD by cancellation pursuant to Section 24 below. EPD can at any time also choose not to continue to have any company provide EPD services by cancelling this Agreement as to that company pursuant to Section 24. Accordingly, this Agreement does not create any expectation of any level of business, or indeed any business at all, to continue throughout the lifetime of this Agreement or as to the continuation of towing services thereafter.

EPD may in its sole discretion at any time suspend, remove, or terminate the operator from participation in any of the tow rotation lists maintained by EPD for services provided under this

Agreement. Operator's agreement to the terms and conditions of this Agreement is made without any expectation of the creation of any property interests or rights to due process for suspension, removal, or termination from any or all the tow rotation lists or the program entirely, or for lack of eligibility to continue to provide any towing services to EPD at any time after this Agreement terminates or expires. The mere acceptance by EPD of the operator's towing services shall not give the operator any right to continue to provide such services during the lifetime of this Agreement or at any time thereafter. Nothing in this Agreement may be construed as a promise, representation, right, or entitlement owed by EPD to the operator. No breach of contract shall be implied from a violation of any of these terms with the sole exception of the indemnification and hold harmless provisions in Section 27, which shall survive the termination or expiration of this Agreement.

Exceptions to compliance with the TSA shall not be authorized by verbal agreement. Any exceptions shall be documented as a written addendum by the EPD and shall have the Chief's approval.

1. TOW DISTRICTS

- A. EPD shall establish tow districts for each class of tow truck to facilitate the distribution of calls and meet the needs of the EPD with regards to response time and availability of tow services.
- B. EPD has established the maximum response time of 30 minutes. EPD shall determine the reasonable rates, minimum number of trucks, and any applicable addendum.
 - 1) EPD may require more than one tow truck in each class in tow districts where rapid response for congestion relief is required.
- C. An operator shall have a business office and storage yard located within Alameda or Contra Costa Counties, within a 15-mile radius of the City, unless this requirement is waived by an addendum from the Chief.
 - 1) EPD may establish a maximum radius for the location of a business office from which an operator may provide service for a tow district.
- D. A secondary storage yard does not qualify an operator for an additional tow district.
- E. Within the City of Emeryville, the EPD should maintain separate rotation tow lists for each class of tow truck to ensure an equitable distribution of calls.

2. ROTATION LISTS

- A. Calls generated from the Police Special Services Rotation Tow List include, but are not limited to, vehicles impounded for evidence or criminal investigation, or tow services

for City vehicles. Tow services for City vehicles include, but are not limited to, towing, jump-starts, and flat tire repair. Contractor will be available for Special Service Rotation calls 24 hours a day, 7 days a week.

- B. Calls generated from the Regular Rotation Tow List include, but are not limited to, storage of vehicles, disabled vehicles, traffic hazards, traffic collisions, vehicles parked over 72 hours, Service Calls, or other tow services not covered under any other list. Contractor will be available for Regular Rotation calls 24 hours a day, 7 days a week.
- C. Calls generated from the Abandoned and Junk Vehicle Rotation Tow List includes, but is not limited to, vehicles towed pursuant to California Vehicle Code section 22669(d). Contractor will be available for Abandoned and Junk Rotation calls Monday through Friday, 8:00 a.m. to 5:00 p. m., except holidays or under special circumstances.
- D. The Emeryville Police Department will hire one contractor for City vehicle related service responses.
- E. A call to an operator shall constitute one turn on the list and the operator shall be moved to the bottom of the list.
 - 1) This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time.
- F. If it is determined the operator is not needed and is canceled by EPD, up to and including arrival on scene and standby time which does not result in a tow, there shall be no charges and the operator shall be placed back at the top of the list.
- G. If the operator responds to a call, as described by section 2(A) or 2(B), and is canceled by the vehicle's registered owner or agent, prior to the operator taking possession of the vehicle, there shall be no charge and the operator shall be placed back at the top of the list.
 - 1) Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun (Section 3068.1 [a] of the Civil Code [CC] and 22851[a][1] of the California Vehicle Code [CVC]).
 - 2) Whenever a vehicle owner returns to a vehicle that is in possession of a towing company prior to the removal of the vehicle, the owner may regain possession of the vehicle from the towing company if the owner pays the tow company the towing charges (Section 22851 [a][2] CVC).
- H. Nothing in the TSA shall prohibit a EPD supervisor, or scene officer, from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently at the top of the rotation tow list.

- 1) In such an instance, the selected company would then go to the bottom of the list and those tow companies which were by-passed, would remain in the same list order.
- E. Nothing shall prohibit a Class B, C, or D operator from maintaining a position on a lighter class rotation list, provided the tow truck meets the equipment specifications for that class of operation.
- 1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class tow truck.
- I. A Salvage and Recovery Rotation Tow List shall be established by EPD when there are tow operators who meet the Salvage and Recovery Rotation Tow List qualifications established in item J.
- 1) This list shall be utilized whenever a large commercial vehicle is overturned and/or down an embankment.
 - 2) This list **shall not** be utilized for a large commercial vehicle which is upright and on all wheels.
 - a) The Salvage and Recovery Tow List may be for the entire City.
 - 3) If there are no qualified companies at the time of request, supervisors shall request assistance from CHP's approved tow list.
- J. Those operators on the Salvage and Recovery Rotation Tow List shall respond with the following:
- 1) At least one (1) driver shall have five (5) verifiable years' for-hire salvage and recovery experience.
 - a) The five (5) verifiable years' for-hire salvage and recovery experience shall be determined by the EPD.
 - b) The driver with five (5) verifiable years' for-hire salvage and recovery experience shall not be shared between tow operators.
 - 2) Two (2) tow trucks which shall be one (1) Class D tow truck and one (1) Class C tow truck.
 - a) Depending on City of Emeryville's needs and a tow operator's equipment availability, the EPD may allow an operator to respond with one of the following to meet the two (2) tow truck response criteria:

- (1) Two (2) Class C tow trucks.
- (2) The operator assigned the initial call may, subject to a prior written addendum, request a specific operator for assistance to meet the one (1) Class D tow truck and one (1) Class C tow truck, or two (2) class C tow trucks.
- (3) One (1) Class C tow truck and one (1) Class B tow truck (e.g., remote Areas in the state where traffic congestion is not an issue).

NOTE: A Quick Swap unit would not qualify for the Salvage and Recovery List.

3. TOW OPERATORS

- A. Operators applying for the rotation tow program shall have a minimum of three (3) verifiable year's for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period to qualify for a rotation tow listing.
 - 1) The three (3) verifiable years' for-hire experience shall be decided by the EPD.
- B. Operators and owners who do not meet the three (3) verifiable years' for-hire towing experience, may be considered if a full-time manager is employed who possesses three (3) verifiable years for-hire tow experience, as an owner, principal, or full-time manager.
 - 1) The three (3) verifiable years' for-hire experience, as an owner, principal, or full-time manager shall be decided by the EPD.
- C. Management experience shall be decided and qualified by the EPD as follows:
 - 1) The designation of "manager" implies general power and permits reasonable inferences that the employee so designated is invested with the general conduct and control of his employer's business.
 - 2) An individual who has charge and control of a business and is vested with a certain amount of discretion and independent judgment.
- D. If the manager ceases to be employed by the company and the operator and owner do not meet the three (3) verifiable years for-hire towing experience, the TSA shall be suspended until a new manager is approved by the EPD.
- E. New operators and tow truck drivers, involved with the EPD Rotation Tow Program, shall be Live Scanned.

- 1) Each operator shall provide proof of Live-Scan completion when applying for the rotation tow program.
 - 2) New operators or those changing employers shall notify EPD of their intent to join the eligible list of operators prior to towing on a rotational basis for the Emeryville Police Department. All operators must complete and submit form CHP234F (Tow driver/Operator application)
 - 3) Any operator or tow truck driver who separates from the rotation tow program, more than one year, shall be Live-Scanned for the purpose of conducting a criminal history regardless of prior criminal history.
 - 4) The EPD will receive subsequent arrest/conviction notifications for all operators and tow truck drivers.
 - 5) An operator shall notify the EPD of any arrest and/or conviction of a tow truck driver, or the operator, prior to the beginning of the next work shift.
 - a) Failure to make notification shall be cause for the tow company being removed from the EPD Tow Rotation program.
 - 6) The EPD Traffic Sergeant shall be notified immediately by the tow truck company upon a driver's separation from the rotation tow program.
- F. Operators shall have all tow truck drivers involved with EPD rotation tow operations participate in a controlled substance and alcohol testing (CSAT) program.
- 1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.
 - 2) Drivers not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program substantially like the requirements as outlined in Section 1) above.
 - 3) The operator shall ensure selection pools for commercial and noncommercial licensed drivers are maintained separately.
 - 4) A driver possessing a non-commercial driver's license who returns with a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.
- G. The operator shall provide proof of enrollment in a CSAT and/or similar CSAT program to EPD during the enrollment period.

- H. The operator and all tow truck drivers shall be enrolled in the DMV Employer Pull Notice (EPN) program.
 - 1) The operator shall provide a current list of drivers and a copy of the current EPN report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN program, for all drivers.
 - a) The operator's signed and dated EPN report shall be kept on file in the EPD Traffic office.
 - 2) Upon the addition of new drivers, an operator shall be granted a maximum of 30 days to enroll drivers in the EPN.
- I. The tow company shall maintain a current list of rotational tow drivers and provide EPD copies of the most current list annually in May.
- J. Operators shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to the EPD during the enrollment period.
 - 1) The expiration of an operator's MCP and/or suspension of the MCP, pursuant to Section 34623 CVC, shall result in the immediate suspension of the tow operator, and in addition may result in the removal of the operator from the program at the discretion of EPD.
- K. Operators shall ensure all drivers comply with intrastate and/or interstate hours of service pursuant to Title 13, Sections 1212 and 1212.5 of the California Code of Regulations (CCR).
 - 1) Operators shall ensure their drivers' record of duty status complies with Title 13, Section 1213 CCR.

4. TOW OPERATOR'S BUSINESS

- A. An operator's place of business shall have a sign which clearly identifies it to the public as a tow service.
 - 1) The sign shall have letters which are clearly visible to the public from the street and shall be visible at night.
- B. Business hours shall be posted in plain view to the public.
- C. An operator's place of business shall have posted in plain view to the public the "Towing Fees and Access Notice" and copies of notice readily available to the public pursuant to Section 22651.07(a)(1)(A) CVC.

- 1) The "Towing Fees and Access Notice" shall be a standardized document plainly printed in no less than 10-point type and shall contain the required language pursuant to Section 22651.07(d) CVC.
- D. An operator's place of business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours.
- 1) Normal business hours shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following City recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
- E. If an operator's place of business is staffed with only one employee, the business office may be closed for one hour at lunch.
- 1) A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.
 - 2) Response to the office shall be within the time frame required for a normal EPD Class A tow.
- F. The operator shall maintain records of all tow services furnished at the operator's primary business office (Note: printable electronic records are acceptable).
- 1) Invoices shall contain the required itemized information pursuant to Section 22651.07(e) CVC.
 - 2) Itemized invoices shall contain a distinct notice upon the invoice stating, "Upon request, you are entitled to receive a copy of the "Towing Fees and Access Notice." This notice shall be contained within a bordered text box, printed in no less than 10-point type pursuant to Section 22651.07(a)(1)(B)(3) CVC.
- G. The operator's primary business office shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, driver's record of duty status (intrastate and/or interstate), and Federal Communication Commission licensing (if applicable), and non-EPD tows.
- H. The EPD may inspect all operator records without notice during normal business hours.
- I. Operators shall permit the EPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.

- 1) The EPD shall provide a receipt for any record removed from the place of business.
- J. An operator shall maintain business records for a period of two (2) years, plus the current term of this TSA, and shall make them available for inspection.
- 1) Failure of the operator to comply with the aforementioned inspection requirements shall be caused to be removed from the program.

5. 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 Emeryville.
- B. No operator or applicant shall share equipment with any other operator or applicant involved with the EPD rotation tow list (excluding equipment which may be unavailable due to repairs, equipment replacement, or the operator is involved in the Salvage and Recovery List).
- C. The sale or transfer of the controlling interest in a company shall immediately terminate the TSA.
 - 1) A new owner may apply for the rotation tow program at any time during the remainder of the current TSA term, regardless of the Area's enrollment period.

6. RESPONSE TO CALLS

- A. The operator shall respond to calls 24 hours a day, seven (7) days a week, within the 30-minute maximum response time limit established by the EPD.
- B. Contractor shall arrive at the site at which the vehicle to be towed is located within twenty (20) minutes of receiving a telephone request from the EPD Dispatch Center. Contractor will advise the Communications Center if, at the time of receiving a request for services from the Communications Center, Contractor anticipates it will be unable to respond within twenty (20) minutes. If Contractor fails to arrive at the site at which the vehicle to be towed is located within twenty (20) minutes, or if Contractor passes on a tow without good cause as determined by the City, the City shall have the right to have the vehicle towed by another Contractor. Repeated failure to meet the response standards set forth above shall constitute a material breach of this Agreement.
- C. An operator or tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle and be in possession of the appropriate class of driver license, applicable endorsements, and permits.

- 1) Any applicable permits (e.g., load variance, oversize) shall be valid and maintained in the tow truck.
- D. The operator shall advise EPD dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time.
- 1) If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify the appropriate EPD Dispatcher.
- E. A failure to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements, shall result in being removed from the program.
- F. If service, other than towing, recovery, and load salvage, is canceled by the vehicle's registered owner or agent, no lien shall arise for the service unless the operator has presented a written statement to the vehicle's registered owner or agent for the signed authorization of services to be performed pursuant to Section 3068(a) CC.
- 1) The operator shall not attempt to take possession of a vehicle to establish a lien for any non-towing services performed or initiated and subsequently canceled.
- G. EPD may establish local policy which allows an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call.
- H. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the EPD incident commander.
- I. When an operator will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, the operator shall notify the EPD at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- J. Only tow truck personnel and equipment requested shall respond to a call. As described in section 2(A), 2(B) or 2(C), (e.g., tow truck driver bringing girlfriend, children, or their dog, is not allowed).
- 1) Exception would be responding a tow truck driver trainee with an approved rotation tow truck driver and only if an approved CHP 234F, Tow Operator/Driver Information, and documentation of tow truck driver training has already been submitted for the trainee to the EPD.
- K. An operator/tow truck driver shall not respond to any call assigned to another operator or re-assign a call to another tow operator, unless requested to do so by the EPD.
- 1) Nothing would preclude the assigned operator/tow truck driver from

responding to an incident to ascertain if additional assistance or equipment is required.

- L. There shall be no additional charge for any personnel or equipment which is not necessary to perform the required service.
- M. There may be times when the operator/tow truck driver assigned the initial call, may require assistance from an additional operator/tow truck driver.
 - 1) The assigned operator/tow truck driver may, with the concurrence of the EPD Incident Commander, request a specific operator/tow truck driver for additional assistance.
- N. There may be times when an operator/tow truck driver, who was not called to the scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the on-scene officer requests assistance in clearing the roadway.
 - 1) In such a case, the operator/tow truck driver may be requested by the officer to move the vehicle to a safe location and leave it.
 - 2) There shall be no charge for this assistance and the assistance provided shall not change the operator's place in the rotation.
- O. EPD shall endeavor to provide calls to all companies that are parties to a Tow Services Agreement with the City in the order in which the companies are randomly listed by EPD on the tow rotation lists described within Section 2. Notwithstanding any of the foregoing, however, nothing in this Section 6 shall be construed as giving the operator any continuing expectation, right, or entitlement to respond to calls by EPD in any order, at any regular interval, or at all. EPD shall have sole discretion to make determinations on a case-by-case basis as to whether an operator next in order should be given the call based upon the skills, qualifications, capacity, availability, and prior experience with the operator. EPD has sole discretion to determine at any time that an operator next in order is not to be given on the call on any of these bases. In such event, operator agrees that it has no rights, remedies, or recourse to contest or challenge this decision.

7. STORAGE YARD

- A. Each tow company must be operating a licensed towing service from a fixed place of business within Alameda or Contra Costa County, within a 15-mile radius of the City limits. Each tow company must have a valid Business License within the City the business is located in.
- B. The operator shall be responsible for the safekeeping and prevention of vandalism of all vehicles and contents which are stored/impounded by the EPD.

- 1) At a minimum, a permanent securely fenced or an enclosed storage area of an adequate size shall be provided for the proper storage of vehicles.
- C. The primary storage yard shall be at the same location as the business address.
- 1) Stored/impounded vehicles shall be at the primary storage yard.
 - 2) This requirement may be waived by a written addendum from the EPD.
- D. A secondary storage yard shall be located reasonably close to the main business office.
- 1) There shall be no charge to the vehicle's owner/agent for towing a vehicle from one storage yard to another storage yard.
- E. It must provide towing services Sunday through Saturday on a 24-hour availability and have available a secure, fenced storage area where the business is located, capable of handling up to 30 vehicles per month. Each tow company must also have available inside storage capable of handling at least four vehicles for those vehicles which cannot be inventoried.
- F. A storage yard owned by an operator and shared with another operator shall only be approved if the operator/owner charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.
- G. A storage yard shared by operators, or other business establishments not owned by the operator, shall be physically separated, and secured from each other.
- H. Prior to the utilization of a new storage yard, which was not listed on the CHP 234A form, (Rotation Tow Company Application) the operator shall obtain the EPD's approval.
- I. An operator's employee shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.
- J. The operator or their employee shall release personal property from a vehicle which has been stored/impounded by the EPD at the request of the vehicle's registered owner or agent pursuant to Sections 22851(b) and 22651.07 CVC.
- 1) Emeryville Police Department approval shall be obtained prior to the release of personal property from a vehicle that has been impounded for evidence or investigation.
 - 2) A receipt shall be provided for the removed personal property, with a copy placed inside the stored/impounded vehicle.
 - a) This procedure shall also apply to the removal of property by the tow

operator and/or their employee to a secured area within the business.

K. Personal property and/or the vehicle shall be released at the primary storage yard.

- 1) Personal property or a vehicle release from a secondary storage yard shall only be granted if it's acceptable to the vehicle's registered owner or agent.
 - a) Personal property is items which are not affixed to the vehicle. Personal property includes papers, cell phones, clothes, luggage, tools, etc. Dash radios, or face plates, may not be removed.

L. No fee shall be charged for the release of a vehicle or personal property during normal business hours pursuant to Sections 22851(b) and 22651.07(c)(1) CVC.

- 1) The maximum charge for a non-business hours release shall be one-half the hourly tow rate charged, or less, for initially towing the vehicle pursuant to Section 22851 (b) CVC.
- 2) No lien shall attach to any personal property in or on the vehicle pursuant to Section 22851 (b) CVC.

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

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

8. TOW TRUCK DRIVERS

A. The operator shall ensure tow truck drivers responding to calls initiated by the EPD are competent and have completed a Business approved tow truck driver training program.

- 1) Documentation of a completed tow truck driver training program shall be submitted along with the CHP 234F.
 - a) Tow truck driver training documentation should be for the appropriate class of tow truck (e.g., a Class D driver should have heavy duty tow truck driver's training documentation).
 - b) An operator shall be provided with written notification regarding the reason(s) for denial of an operator/driver's CHP 234F within 30 days.

- B. Completion and/or documentation of a tow truck drivers' training does not indicate a sufficient level of competence.
- C. Tow truck drivers shall perform all towing and recovery operations in the safest and most expedient manner possible.
- D. Tow truck drivers shall be at least 18 years of age and shall possess the proper class of license and endorsements for the towed and towing vehicle.
- E. Uniforms: EPD rotation tow truck drivers shall wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and the driver's name while engaged in EPD rotation tow operations.
- F. Personal Appearance: EPD rotation tow truck drivers shall present a professional image. An unacceptable presentation would include unbathed, excessively dirty/torn uniform, etc.
- G. Safety Garments: EPD rotation tow truck drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retro-reflective clothing) during daylight and hours of darkness in accordance with California Code of Regulations, Title 8, Section 1598. If the tow truck driver is working on a Federal-aid highway, the operator shall comply with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter I, Federal Highway Administration, Department of Transportation, Part 634, Worker Visibility, which requires high-visibility personal protective safety clothing to be worn that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004.

9. TOW TRUCK CLASSIFICATIONS

- A. An operator shall equip and maintain tow trucks covered under the TSA in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the California Code of Regulations (CCR), the specifications contained in this TSA, and in a manner consistent with industry standards and practices.
- B. All tow trucks shall have recovery, wheel lift, and boom capabilities meeting the specifications contained in this TSA and the most recent electronic version of the CHP 234B, Tow Truck Inspection Guide.
 - 1) Class D tow trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.
 - 2) An operator who has a car carrier is exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit and shall not be used for recovery.

- C. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck shall furnish sufficient cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing.

There are four (4) classes of tow trucks covered under this TSA.

1) **Class A -Light Duty**

- a) An operator should maintain a minimum of one tow truck which has a manufacturer's GVWR of at least 14,000 pounds.

(l) After June 30, 2006, Class A 4-wheel drive tow trucks with a GVWR of less than 14,000 pounds may be listed as special equipment on the CHP 234A, Rotation Tow Listing Application. These tow trucks shall be used only for recoveries requiring the use of 4-wheel drive.

2) **Class B -Medium Duty**

- a) An operator should maintain a minimum of one tow truck with a GVWR of at least 26,000 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device and be capable of providing and maintaining continuous air to the towed vehicle.

(l) All Class B tow trucks with a GVWR of less than 26,000 pounds currently approved for the EPD Class B rotation tow list will be allowed to remain on the Class B rotation tow list until June 30, 2018.

3) **Class C -Heavy Duty**

- a) An operator should maintain at least one three-axle tow truck with a GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

(l) All Class C tow trucks with a GVWR of less than 48,000 pounds currently approved for the EPD Class C rotation tow list will be allowed to remain on the Class C rotation tow list until June 30, 2018.

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

- a) An operator should maintain at least one three-axle tow truck with a

GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

(1) All Class D tow trucks with a GVWR of less than 52,000 pounds currently approved for the CHP Class D rotation tow list will be allowed to remain on the Class D rotation tow list until June 30, 2018.

(2) If this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle.

10. GENERAL EQUIPMENT SPECIFICATIONS

- A. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR and the classification system used by the American Trucking Association (ATA) and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.
- B. 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.
- C. 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 ratings.
 - 2) Winches shall conform to or exceed the specifications set forth by the Recovery Equipment Rating, Society of Automotive Engineers (SAE) Handbook, SAE J706.
 - 3) All ratings for wire rope and chain assemblies are for the undamaged assembly condition. All wire rope and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.
- D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

11. INSPECTIONS

- A. Operators shall conduct annual inspections via the CHP
 - 1) The EPD may conduct additional inspections without notice during normal business hours.
- B. The operator shall not dispatch any tow truck which has not been inspected and approved by the CHP.
- C. The annual inspection shall consist of the following:
 - 1) A Level One inspection (CHP 407F, SafetyNet Driver Vehicle Inspection Report) conducted by a commercial enforcement officer or Area tow officer with the assistance of a motor carrier specialist or commercial vehicle inspection specialist.
 - 2) A tow truck inspection (CHP 234B, Tow Truck Inspection Guide) conducted by a commercial enforcement officer or CHP tow officer.
- D. Upon the successful completion of a Level One inspection, a Commercial Vehicle Safety Alliance (CVSA) decal shall be issued, regardless of the tow truck inspection (CHP 234B) results.
- E. If 50 percent or more of the operator's tow trucks fail the initial annual inspection, the operator's application shall be denied, and the operator may reapply during the next open enrollment period.
 - 1) The operator whose trucks have successfully passed the initial annual inspection but still have some tow trucks which failed, shall be allowed one re-inspection for those failed tow trucks.
- F. The intent of these inspections is to ensure operators are involved in an ongoing safety maintenance program for their tow trucks. The annual inspection is not intended to find out what needs to be repaired/replaced on an operator's tow truck. A tow truck responding to a call, as described in sections 2(A), 2(B) or 2(C), should be properly equipped and operating in a safe condition.
- G. The operator shall be provided with written notification of the failure/denial of any tow truck or equipment and allowed a hearing upon request.
- H. All the equipment listed on an operator's CHP 234A shall be accounted for during the annual inspection.
- I. Special Equipment

- 1) To tow properly and safely, service, or recover the wide variety of vehicles being operated on the highway, a towing procedure may require the use of special equipment specifically designed for the purpose. This special equipment shall be listed on the operator's CHP 234A and should be used when appropriate.
- 2) All special equipment listed on the CHP 234A shall be accounted for during the annual inspection or when additional equipment is added.
- 3) Any special equipment which requires certification/inspection of the equipment and/or operator (e.g., cranes, forklifts), the applicable and current certification/inspection document(s) shall be provided to EPD at the time of enrollment or as equipment is added by an operator.

12. RATES

- A. Fees charged for calls originating from the EPD shall be reasonable, valid, and not more than those rates charged for similar services provided in response to requests initiated by a public agency or private person.
- B. Operators will provide the EPD Traffic Section with an official bid prior to the TSA period.
- C. Rate requirements represent the maximum an operator may charge on a EPD call.
 - 1) An operator is not precluded from charging less when deemed appropriate by the operator.
 - 2) These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.
- D. Any operator who charges rates above the submitted rates for a EPD call may be removed from the program at the discretion of EPD.
- E. To remain competitive in the open market, the operator may lower retail rates at any time by notifying the EPD.
 - 1) When an operator lowers the retail rate, that retail rate becomes the operator's new approved rate.
- F. A valid bank credit card or cash payment shall be accepted for payment of towing and/or storage pursuant to Sections 22651.1 and 22651.07(c)(4) CVC.
 - 1) A surcharge shall not be imposed upon a cardholder who elects to use a credit card for payment pursuant to Section 1748.1 CC and Section 22651.07(c)(4) CVC.

- G. The approved schedule of rates charged by the operator shall be available in the tow truck and shall be presented upon demand to the vehicle owner/agent for whom the tow service was provided or any EPD officer at the scene.
- H. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

I. Tow Rates

- 1) The rate for towing should be computed from portal to portal when a vehicle is towed to the operator's storage yard.
 - a) Portal to portal is defined as follows: Time shall start from either the point of dispatch or upon departure from the place of business, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or completion of the call, if another call is pending, whichever is shorter.
- 2) The time expended for towing a vehicle back to the operator's storage yard should be charged at a rate not to exceed the hourly rate.
 - a) Time expended more than the hourly rate shall be calculated in no more than one-minute increments.
 - b) There shall be no additional charges for mileage, etc.
- 3) A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) CVC. However, these rates must be reasonable as per section 12(A).
- 4) The operator may submit two retail hourly tow rates to the City of Emeryville: One rate for calls originating during normal business hours and one rate for calls originating after business hours.
- 5) The operator shall base towing charges upon the class of vehicle being towed, regardless of the class of truck used.

I. Service Calls

- 1) The operator may charge up to a 30-minute minimum per call for any service which is performed when the vehicle operator or agent is present, and the vehicle is not stored at the direction of an officer or returned to the operator's storage yard.

- 2) Rates for a service call (out-of-gas, lockouts, tire changes, etc.) should be from portal to end of service.
- 3) Charges, more than a 30-minute service call, may be charged in no more than one-minute increments.
 - a) A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) CVC.
- 4) Fuel charges for gasoline dispensed on out-of-gas service calls shall be at the prevailing market rate.

J. Fees for Special Operations

- 1) Fees shall be reasonable and consistent with industry standards for similar operations.

K. Storage Fees

- 1) A vehicle stored/impounded 24 hours or less shall be charged no more than one day storage pursuant to Section 3068. 1 (a) CVC.
 - a) If the vehicle is released from storage after 24 hours has lapsed, charges may be allowed on a full, calendar-day basis for each day of storage, or part thereof pursuant to Section 3068.1 (a) CVC.
- 2) Storage of vehicles in combination should be charged a per vehicle rate except for dollies, con-gear, vehicle on a car carrier/trailer, etc.
 - a) Dollies and con-gear, not in combination, may be charged a storage rate not to exceed Class A storage fees.
- 3) Inside storage fees shall only be charged when inside storage is requested by the EPD, registered owner, legal owner, insurance company, or when the inside storage can be justified by the tow operator.
- 4) The operator shall display in plain view at all cashiers' stations, a sign as described in Section 3070(d)(2)(E) CVC, disclosing all storage fees and charges in force, including the maximum storage rate.

L. Lien Fees

- 1) If a vehicle has been determined to have a value exceeding four thousand

(\$4,000), pursuant to Section 22670 CVC, the lien shall be satisfied pursuant to Section 3071 CVC (Section 3074 CVC).

- 2) The lien holder may charge a fee for lien sale preparations not to exceed seventy dollars (\$70), for a vehicle valued at four thousand dollars (\$4,000) or less and not to exceed one hundred dollars (\$100) for a vehicle valued at greater than four thousand dollars (\$4,000) (Section 3074 CVC).
 - a) These charges may commence when the lien holder requests the names and addresses of all persons who have an interest in the vehicle from the Department of Motor Vehicles (Section 3074 CVC).
 - b) Not more than 50 percent of the allowable fee may be charged until the lien sale notifications are mailed to all interested parties and the lien holder or registration service agent has possession of the required lien processing documents (Section 3074 CVC).
 1. This charge shall not be made in the case of any vehicle redeemed prior to 72 hours from the initial storage (Section 3074 CVC).

13. COLLUSION

- A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the TSA that would bring about any unfair condition which could be prejudicial to the EPD, the motoring public, or other operators.
- B. A finding by the EPD that any operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the TSA. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on all EPD rotation tow lists for the current term, plus three years.

14. INSURANCE

- A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the operator's business is located, and is authorized to do business in California:
 - 1) Auto Liability - for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident. for all vehicles, including Class A, B, C, and D tow trucks.

- 2) On-Hook Coverage/Cargo -Ensuring the vehicle in tow with limits based on the size of the tow truck.
 - a) Class A tow truck \$100,000
 - b) Class B tow truck \$150,000
 - c) Class C tow truck \$250,000
 - d) Class D tow truck \$250,000
- 3) Garage Liability-Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000.
- 4) Garage Keeper's Liability-Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.
- 5) Workers' Compensation - Operator shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Operator shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

- B. An operator shall provide proof of insurance for all storage facilities listed on the CHP 234A.
- C. Proof of insurance shall be in the form of a certificate of insurance. The operator's insurance policy shall provide for no less than a 30-day written notice to EPD in the event the insurance policy is canceled or is due to expire.
- D. Failure of the operator to maintain the minimum insurance requirements set forth in the TSA shall immediately nullify the TSA, remove the operator from the rotation tow list, and subject the operator to being removed from the program by the EPD.

15. ANNUAL BID/APPLICATION SUBMISSION

- A. The EPD shall conduct an annual bid and application submission process for new and existing operators.
 - 1) The bid shall include:
 - a) Abandon vehicle removal cost.
 - b) Rotation towing cost
 - c) Inside/Outside storage cost per day.

16. DEMEANOR AND CONDUCT

- A. EPD may in its sole discretion at any time remove any operator from any or all rotation tow lists, on a temporary or permanent basis, during the term of this Agreement, with or without cause, with or without prior notice, and without providing any administrative remedies, hearing, opportunity to appeal, or other recourse, if removal from the program entirely is made in accordance with Section 26.
- B. Operators shall not engage in any of the following specific acts of misconduct while engaged in towing services or related business under this Agreement, any of which acts may subject the operator to removal from any or all the rotation tow lists or, in accordance with Section 26, from the program entirely:
 - 1) Rude or discourteous behavior.
 - 2) Lack of service, selective service, or refusal to provide service which the operator can perform.
 - 3) Any act of sexual harassment or sexual impropriety.
 - 4) Unsafe driving practices.

17. TOW COMPLAINTS

- A. All EPD related tow service complaints received or initiated by the EPD against a tow operator or tow operator's employees, shall be accepted and reviewed in a fair and impartial manner.
 - 1) The tow operator and their employees shall cooperate with EPD investigators during a review.
- B. Alleged violations of the TSA shall be investigated by the EPD.
- C. Should the filing of criminal charges be a possibility, the EPD shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.
- D. Complaints for violations of the law not normally investigated by EPD shall be referred to the agency with investigation jurisdiction.

18. COMPLIANCE WITH LAW

- A. The tow operator and employees shall, always, comply with federal, state, and local laws and ordinances.

- B. Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or other act(s) of moral turpitude shall furnish sufficient cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of the TSA.
- C. Emeryville Police Department personnel, as well as tow operators and their employees, shall not be offered nor accept gratuities pursuant to Section 12110(a) CVC.
- D. No tow operator or their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Section 12110(a) CVC.
- E. An operator shall 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.
- F. An operator or employee arrested/charged for a violation involving any of the above crimes may be removed until the case is adjudicated.

19. COMPLIANCE WITH TSA

- A. The operator agrees, as a condition of inclusion in the rotation tow program, to comply with the terms and conditions of the TSA. Furthermore, the operator or operator's agent agrees that failure to comply with these terms and conditions may result in removal from the program.
- B. A violation of the equipment requirements, related to safety, may result in immediate suspension. (i.e., removal from any or all tow rotation list on a temporary basis)
 - 1) The suspension shall remain in effect until the suspension period lifted by EPD in its sole discretion upon a determination that the operator complies.
- C. A violation of the GVWR and/or safe loading requirements of a tow truck may result in removal from the program.
 - 1) This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.

- D. A violation of intentionally overcharging or a pattern of overcharging may result in suspension.
 - 1) The suspension shall remain in effect until the suspension period is lifted by EPD in its sole discretion upon proof of reimbursement to the aggrieved customer has been provided to the EPD.

- E. Any unsatisfactory terminal evaluation rating issued by the Motor Carrier Safety Unit (MCSU) may result in suspension.
 - 1) The suspension shall remain in effect until lifted by EPD in its sole discretion upon proof of a satisfactory compliance rating from the MCSU being provided to the EPD.

- F. Allowing an incompetent tow truck driver to respond to a EPD may result in cause for removal from the program.

- G. An operator dispatching a tow truck driver to a call, as described in 2(A), 2(B) and 2(C), for whom the following information has not been submitted and approved by EPD, may result in removal from the program:
 - 1) A CHP 234F shall include all convictions of felonies and misdemeanors.
 - a) A new tow truck driver, or any tow truck driver that has separated from the rotation tow program, shall be Live-Scanned in accordance with section 3(E)(2). Prior to reinstatement.
 - 2) Documentation indicating completion of a TSAAC approved tow truck driver training program within the past five (5) years.
 - 3) Enrollment in an annual random drug testing program and the EPN program.

- H. Tow operators shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.
 - 1) The on-scene investigating officer or incident commander shall make the determination when a tow operator may record a scene for tow related business reasons.
 - 2) In the event a tow operator is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the EPD.

- I. Notwithstanding any of the above, EPD may in its sole discretion at any time remove any operator from rotation tow lists, on a temporary or permanent basis, during the term of this Agreement, with or without cause, with or without prior

notice, and without providing any administrative remedies, hearing, opportunity to appeal, or other recourse.

20. TERMS AND CONDITIONS

- A. This section shall refer to the process for a new TSA and list of towing companies to provide EPD towing services for the time immediately following expiration of this TSA. Operator agrees that nothing in this section shall give operator any right, expectation, or entitlement to selection on the EPD rotation tow list. The terms and conditions in this section are merely intended to inform the operator of the process that is currently contemplated for the establishment and selection of a EPD rotation tow list through the renewal or extension of a TSA. Nothing in this section is binding upon EPD during any future selection or TSA process. EPD reserves all rights to modify, alter or replace in its entirety the selection process and criteria described below at any time up to and during such future selection or TSA process.
- B. Potential vendors will be provided with the TSA and a cover letter requesting special bio information at least 30 days prior to the selections being made.
- C. Vendors can bid for all or any combination of the three types of tows:
 - 1) Rotation
 - 2) Police Vehicles
 - 3) Abandon Vehicles
- D. The selection process will be made by the Emeryville Police Department based on prices bid, agreement to comply with the TSA and prior experience with the operator, including but not limited to any past documented violations or misconduct over the past 24 months.

21. BEING REMOVED FROM THE PROGRAM

- A. The operator agrees that failure by the operator, or their agent, to comply with these terms and conditions shall be cause for removal from the program. If operator is removed from the program, EPD shall provide written notice prior to removal.
- B. Removal of the operator from rotation tow lists or the program entirely shall not affect operator's ability to perform towing services for others that are not parties to this Agreement within the City's jurisdiction.
 - 1) The EPD shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this TSA.
- C. Nothing shall preclude the EPD from taking the appropriate Civil or Criminal enforcement action for any violations of law.

- D. Nothing herein shall be deemed to prohibit the EPD from immediately removing from any or all rotation tow list or denying an application of any operator or employee whose conduct, in the opinion of the EPD, is deemed to be a danger to the motoring public (e.g., registered sex offender), or who has engaged in conduct constituting a flagrant violation of the TSA.

22. MIDTERM REVIEW

- A. The purpose of this section is to provide a process for a midterm review of the terms and conditions of the TSA in the event there is a legitimate and substantial change in conditions or law affecting most of the operators within the City of Emeryville.
- B. A midterm review, when granted by the EPD, will not automatically authorize a change in the terms and conditions of the TSA.
 - 1) If a midterm review is announced by the EPD, it is the responsibility of the EPD Traffic Sergeant to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change is justified.

23. ADVERTISING

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

24. CANCELLATION

This TSA may be canceled by either party by giving 14 calendar days written notice to the other party.

25. TERM

The term of this Agreement shall begin on July 1, 2021 and end on June 30, 2022. The parties may mutually agree in writing to extend the term of this Agreement upon the same terms and conditions prior to the date of its expiration.

26. OPERATOR APPROVAL

I certify that all drivers operating under this Tow Service Agreement (TSA) are qualified and competent. I further certify that I have read and understand this TSA and agree to abide by all the provisions. I further agree to indemnify, defend, and save harmless the City of Emeryville, its officers, agents, employees and volunteers from any and all claims and

losses (including attorney's fees and expert witness fees) accruing or resulting to the operator in connection with the performance of the TSA, regardless of City's passive negligence, and from any and all claims and losses (including attorney's fees and expert witness fees) accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this TSA, regardless of City's passive negligence. The operator, and the agents and employees of the operator, in the performance of this TSA, shall act in an independent capacity and not as officers or employees or agents of the City of Emeryville.

Operator Approval		
Signature	Typed Name	
Company	Title	Date
Business Address		Phone Number
Motor Carrier Permit Number		
This Agreement is effective July 1, 20__ to June 30, 20__.		

ATTACHMENT A

TOW SERVICE AGREEMENT ADVISORY COMMITTEE APPROVED TOW TRUCK DRIVER TRAINING COURSES

Automobile Club of Southern California 3333 Fairview Road Costa Mesa, CA 92626

Contact: Rob Wade at (714) 885-1333

E-mail: wade.robert@caaa-califcom

California Tow Truck Association 3050 Beacon Blvd. West Sacramento, CA 9569 1

Contact: Jack Morris at (800) 874-2860 or (760) 325-5840, Extension 116

E-mail: jmorris@ctta.com

**California State Automobile Association Automotive
Services**

3055 Oak Road

Walnut Creek, CA 94597

Contact: Geoff Rice at (415) 308-5442

E-mail: geoff.rice@goaaa.com

**International Institute of Towing & Recovery (Instructor Led *a* Self-Study
Course) c/o CSAA ERS Communications**

3055 Oak Road

**Walnut Creek, CA 94597 Contact: Geoff Rice at (415) 308-5442 E-mail:
geoff.rice@goaaa.com**

Randy Resch Manager, C & D Towing 8332 Case Street La Mesa, CA 91942

Telephone: (619) 463-8697

E-mail: rreschran@aol.com

Tow Pros, LLC 4615 East Brundage Lane

Bakersfield, CA 93307 Contact: Ken Kay at (661) 979-0747

E-mail: kktowman@towpros.com

Wreck Master Incorporated

P.O. Box 473

Lewiston, NY 14092

Telephone: (800) 267-2266

E-mail: www.WreckMaster.com