



ROSEVILLE POLICE DEPARTMENT

TOW SERVICE AGREEMENT

This Tow Service Agreement (Agreement) contains rules and regulations that a company agrees to comply with in order to receive a rotation tow listing with the Roseville Police Department ("Department"). Participation in the Department Rotation Tow Program ("Program") is voluntary. Compliance with all of the terms and conditions of the Tow Service Agreement is mandatory for tow companies participating in the Department's Program. An Operator ("Operator"), by agreeing to participate in the Program, is not acting as an agent for the Department or the City of Roseville ("City") when performing services under the Agreement.

For clarification purposes, definitions are contained in Attachment A. Attachment B contains instructions for completing required application forms.

This Agreement, and the terms, conditions, and specifications contained herein, supersedes previous Agreements. The term of this Agreement is for two years from the date of execution by the City.

I. Lottery and Rotation List:

- A. The Department shall conduct a bi-annual public lottery of all tow companies that desire to be placed on the rotational call list. The Department will randomly select ten (10) companies for the following two years. The selected companies are then placed on a Rotation Tow List which establishes a rotational system to facilitate the distribution of calls, meet the needs of the Department with regards to response time and available tow services, and to ensure an equitable distribution of calls. The Department shall maintain a separate RV Rotation Tow Lists for towing recreational vehicles (RVs) including Class B and/or C RVs. Nothing in this Agreement shall prohibit a Department supervisor from requesting a specific tow company when, in the supervisor's opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the tow company currently at the top of the rotation tow list.
 - 1. In such instance, the tow company selected would be the next tow company on the list which has the qualifications (equipment, skills, timeliness, etc.) to provide the required service. After the request, the selected company would then go to the bottom of the rotation tow list and remain there until it rotates back into its original position.

Tow companies on the list that were by-passed would remain in the same order until their selection for a rotation tow for which they are qualified.

2. The Department alternates rotation tow calls after every call. Call rotation order is established by the Department. A call to an Operator shall constitute one turn on the list and the Operator shall be moved to the bottom of the list. This includes when the Operator fails to answer the telephone or the telephone is busy after two (2) attempts, is unable to respond, or is unable to perform the required service. In this event, the next rotation tow, in order, will be called. An Operator who refuses to respond or provide service, or is canceled due to excessively delayed response time, will be moved to the bottom of the list.
 - a. If it is determined that the Operator is not needed and is canceled by the Department, up to and including arrival at the scene, there shall be no monetary charges and the Operator will be placed back at the top of the list. There shall be no monetary charges for standby time which does not result in a tow.
 - b. If the Operator is canceled by the vehicle's owner or agent prior to the Operator taking possession (as defined in Attachment A) of the vehicle, there shall be no charges for towing. The Operator shall immediately contact the Department and advise of the cancellation. The Operator will then be placed back at the top of the list.
 - c. If service, other than towing and recovery, has begun and is canceled by the vehicle's owner or agent, the Operator may charge a minimum of one-half of the regular hourly service charge, for the time expended on the call. For purposes of cancellation, work begins when physical work on the vehicle has begun, not the response. No lien shall arise for the service unless the Operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.
1. 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, when not entitled to such lien by law. Refer to Civil Code Section 3068.1 for when a lien begins.
- B. The Department shall determine the maximum response time, enrollment period, reasonable rates, and other applicable requirements.
 1. The enrollment period must be at least bi-annually commencing on the date the Agreement is executed by the City, and will be open for at least thirty (30) days. Department. The Agreement will be effective for the following two years.
 2. The Agreement will be based on the initial Approved Rates in Section XX of this Agreement. Though the Agreement term is two (2) years, the Department is willing to re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations thirty (30) days prior to the end of the first year of this two (2) year Agreement. Any proposed rate changes will be evaluated based on what the Department deems to be fair and reasonable. Any requests made by an Operator for a price increase must be fully documented utilizing an appropriate Consumer or

Producer Price Index or other reputable relevant market data to justify a rate change. In its request for price increases Operator shall cite sources, specific conditions, and document how those market conditions affect the rate. Such rate adjustments will not be automatic. Any rate adjustment must be mutually agreed upon by both the Department and the Operator. The Department will review the proposed rate adjustment and determine if it is allowable, fair, reasonable, and in the best interest of the Department.

- C. Nothing shall prohibit a Class B, Class C, or Class D Operator from maintaining a place on a lighter class rotation tow list provided the tow truck meets the equipment specifications for that class of operation.
- D. Operators applying for a rotation tow listing shall have a minimum of three (3) years verifiable for-hire-towing experience, as an owner or principal or other position of comparable managerial experience, prior to the final filing date of the enrollment period in order to qualify for a Department rotation tow listing.
 - 1. Operators who have less than the required three-years' experience who are currently on the Department rotation tow list are exempt from this provision.
 - 2. Ownership status will be investigated and determined by the Department.

II. Tow Truck Classifications:

- A. An Operator shall equip and maintain tow trucks covered under this Agreement (Attachments B and C) in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the California Code of Regulations, and the specifications contained in this Agreement, and consistent with industry standards and practices. All Operator's must maintain tow trucks capable of towing a Class B and C recreational vehicle (RV), trailer, etc.
 - 1. Notwithstanding Section 615 of the CVC, 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 a rotation tow listing.
 - 2. An Operator who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.
- B. A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a tow truck may be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty (50) percent of the tow truck's unladen front axle weight on the front axle when in tow.
- C. There will be four classes of tow trucks covered under this Agreement, as follows:

1. **Class A - Light Duty**

- a. An Operator shall maintain a minimum of two (2) tow trucks which have a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 14,000 pounds. One truck may be a car carrier.

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

2. **Class B - Medium Duty**

- a. An Operator shall maintain a minimum of one (1) tow truck with a GVWR of at least 19,501 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.

(1) Class B tow trucks that are not equipped with portable tow dollies 24 hours a day, 7 days a week, will not be allowed to operate on a Class A rotation tow list.

3. **Class C - Heavy Duty**

- a. An Operator shall maintain at least one (1) three-axle tow truck with a GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

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

- a. An Operator shall maintain at least one (1) three-axle tow truck with a GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

- C. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate.
- D. The Operator understands and agrees that they may be called upon to tow recreational vehicles (RVs). Operator agrees that they will maintain storage space and provide tow trucks capable of towing Class B and/or C recreational vehicles (RVs) upon Department's request.

III. Tow Truck Drivers:

- A. All rotation tow truck drivers will attend or challenge and successfully pass a certified tow truck driver training course. Acceptable courses to fulfill this requirement will be reviewed and approved by the Department.

- B. The Operator shall ensure that tow truck drivers responding to calls initiated by the Department have completed a certified tow truck driver training course and are qualified and competent employees of the Operator's company. The Operator shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through Department rotation.
- C. Tow truck drivers shall be at least eighteen (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 valid medical certificate.
 - 2. Class B Tow Truck - A valid Class C license for nonregulated vehicles, or a valid Class A license with a valid medical certificate for regulated vehicles pursuant to Section 34500 (k) of the CVC.
 - 3. Class C Tow Truck - A valid Class A license with a valid medical certificate.
 - 4. Class D Tow Truck - A valid Class A license with a valid medical certificate.
- C. The Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes.
- D. The Operator shall maintain a current list of drivers.
 - 1. Operators shall provide a current list of drivers to the Department upon implementation of this Agreement. The Operator shall notify the Department upon any change in driver status, including the addition of any new drivers, or the deletion of any drivers. An updated list shall be provided to the Department within seven (7) calendar days of any change in driver status.
 - 2. All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (CHP 234F). If drivers refuse to complete and sign the form, they shall not be permitted to respond to rotation calls.
 - 3. Operators shall submit, with each annual application, a copy of the certified tow truck driver's training certificate for each driver.
 - 4. Operators, shall as 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 a valid medical certificate (if required).
 - e. Job title/description.
 - f. Current home address.
 - g. Current home telephone number.

- h. Types of trucks the driver is trained and instructed to operate.
 - i. A copy of the tow truck driver training course certificate.
- E. All tow truck drivers and owner/Operators shall be enrolled in the DMV Pull Notice Program.
 - 1. 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.
 - 2. Pull Notices shall be kept on file, signed and dated by the Operator.
 - 3. The Department may require an Operator to provide copies of Pull Notice Reports.

IV. Rates:

- A. Fees charged for response to calls originating from the Department shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:
 - 1. The Operator shall submit the retail hourly rate to the Department. The Department shall determine the validity and reasonableness of the submitted rates.
 - a. Validity will be based upon telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate in excess of an Operator's retail rate (as defined in Attachment A) will be considered invalid and will not be accepted. An Operator who submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from Department rotation tow listing until the next enrollment period.
 - b. Reasonableness shall be determined as compared to other rates. An Operator who submits a rate that is determined to be excessive shall be allowed to resubmit rates only once.
 - 2. In an effort to remain competitive in the open market, the Operator may lower retail rates at anytime by notifying the Department. When an Operator lowers the retail rate, that retail rate becomes the new approved Department rate. Operators may only raise rates for Department calls during enrollment periods. Operators may raise rates for non-Department calls at any time. Rates for Department calls shall remain at the lowest retail rate until the next enrollment period.
 - 3. Any Operator which charges rates above the Operator's retail hourly rates or submitted rates for a Department call shall be in violation of the Agreement and subject to disciplinary action.
- B. The rate for towing shall be computed from portal to portal (as defined in Attachment A). Time expended shall be charged at a rate not to exceed the hourly rate. Time

expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges for mileage, labor, etc.

1. The Operator may charge up to a thirty (30) minute minimum per call for base services (as defined in Attachment A).
 2. The Operator may charge up to a one (1) hour minimum per call on public safety response calls (as defined in Attachment A).
 3. The Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- C. Rates for service calls (out of gas, lockouts, tire changes, etc.) shall be from portal to end of service, and may be at the hourly rate with up to a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in no more than one (1) minute increments.
- D. The approved schedule of rates charged by the Operator shall be available in the tow truck, and shall be presented upon demand to the person(s) for whom the tow services were provided, their agent, or any Department officer.
- E. Fees for Special Operations
1. For special operations involving Class B, C, or D tow trucks, the Operator shall submit the proposed fees for vehicle recovery operations and load salvage operations (as defined in Attachment A) to the Department. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of thirty minutes may be charged in no more than one (1) minute increments.
 - a. Hourly rates shall be established for the following categories:
 - (1) Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers, etc.
 - (2) Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, front loaders, etc.
 - (3) Contract labor.
 - b. The Department 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.
 - c. Operators shall submit a markup rate (percentage of the cost to the Operator) for retail equipment and specialized labor not otherwise listed on the application.

- d. If an Operator performs a service for which a required rate was not submitted to, and approved by, the Department, the Operator shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the Operator may only charge for the actual rate paid for the labor.
- F. The Operator, or his/her employee, shall accept a valid bank credit card or cash, at the customer's discretion, for payment of towing and/or storage costs.
 - 1. Rates for services shall be charged on the basis of a credit card transaction. The tow Operator may charge a discounted rate for a cash transaction.

G. Storage Fees

- 1. The Operator shall submit proposed storage fees for inside and outside storage to the Department. The Department shall determine the validity and reasonableness of the fees for inside and outside storage, based upon the average of the proposed fees submitted by those applying for rotation.
- 2. The Operator shall display in plain view at all cashiers' stations, a sign as described in Section 3070 of the Civil Code, disclosing all storage fees and charges in force, including the maximum storage rate.
- 3. A request for outside or inside storage by the customer or Department officer shall be honored. If no request is made, the vehicle should be stored in the least costly manner to the customer's benefit, unless documentable circumstances dictate otherwise.
- 4. Upon request, Operators shall provide after-hour vehicle releases. After-hours release fees may only be charged for vehicles released after normal business hours.
 - a. For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays:

New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
 - b. Business hours shall be posted in plain view to the public.
 - c. The after-hours release contact telephone number(s) shall be posted in plain view to the public.
 - d. Employees and agents shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

- e. The total fees charged for release after normal business hours shall be no more than one-half the hourly rate, and shall only be allowed outside posted business hours, after 5:00 p.m. on business days, weekends and holidays.
 - 5. Vehicles stored twenty-four (24) hours or less shall be charged no more than one (1) day storage. Each day thereafter shall be calculated by calendar day. (Civil Code §3068.1(a))
 - 6. Lien sales are the sole responsibility of the Operator and all such sales shall be conducted in accordance with the applicable provisions of California state law.
- H. Rate requirements represent the maximums an Operator may charge on a Department call. An Operator is not precluded from charging less when deemed appropriate by the Operator. These requirements shall not be construed as requiring a charge when an Operator would not normally charge for such service.
- 1. No Operator, agent, or employee shall refer to any rate as the minimum required or set by the Department.
- I. IMPOUND NOTIFICATION.
- 1. In the event that ANY vehicle impounded by this Department is expected to remain in storage thirty (30) days after impound, the Operator shall notify the Department's Operations Commander on the thirtieth (30th) day.
- J. VEHICLE RELEASE.
- 1. No vehicle impounded by the Department shall be released to any party without a signed written authorization to release (CHP Form 180) from the Department.

V. Collusion:

- A. The Operator and/or applicant shall not conspire, or attempt to conspire, or commit any act of collusion, with any other Operator or applicant for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to the Agreement that would bring about any unfair condition which could be prejudicial to the Department, the motoring public, or other Operator(s).
- 1. An example of "collusion" includes, but is not limited to: conspiracy by any Operator(s) to establish artificially high or low rate(s) for services performed pursuant to the Agreement.
- B. A finding by the Department that any Operator, applicant, or agent has been involved in collusion shall be cause for denial of an application or shall nullify the Agreement. Any Operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the Department rotation tow list for the current term, plus three (3) years.

VI. Response to Calls:

- A. The Operator shall respond to Department calls 24 hours a day, seven days a week, within the maximum response time as established by the Department, and as specified in this Agreement. The Operator shall respond with a tow truck of the class required to tow the vehicle specified by the Department.
 - 1. The maximum response time for Class A tow trucks is established as twenty (20) minutes, 24-hours a day. The maximum response time for Class B, C and D tow trucks is thirty (30) minutes, 24-hours a day, however Department and Operator agree that in non-emergency situations where there is no immediate threat to health or safety, the maximum response time for towing recreational vehicles, including Class B and/or C recreational vehicles shall be within one week and only during normal business hours Monday through Friday.
- B. The Operator shall advise the Department's Communications Center, at the time of notification, if they are 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 Department's Communications Center. The Operator shall not assign initial calls to other tow Operators.
 - 1. A failure to respond and/or repeated failure to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of this Agreement.
 - a. The Department may take immediate disciplinary action for any flagrant violation of the requirement to respond within the maximum response time. Disciplinary action may include written reprimands, suspension from the rotation, and/or removal from the rotation.
 - b. When an Operator will be temporarily unavailable to provide services due to a preplanned/scheduled activity, e.g., vacation, maintenance, medical leave, etc., the Operator shall notify the Department Communications Center at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- C. The Operator, or Operator's employees responding to a Department call, shall perform the towing or service required for which they were called. This requirement may be waived by the Department Incident Commander, if the requested equipment is inadequate for the service to be performed.
 - 1. Any refusal to respond or to perform the required towing or service will subject the Operator to suspension, if deemed appropriate by the Department.
- D. An Operator shall not respond to a Department call assigned to another Operator unless requested to do so by the Department.

1. There may be times when the Operator assigned the initial Department call, may require the assistance of an additional Operator at the scene. The Operator assigned the initial call may, with the concurrence of the Department Incident Commander, request a specific Operator for assistance. The request shall be routed to the additional Operator through the Department.
 2. There may be times when an Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a Department officer requests 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.
- E. Only the tow truck personnel and equipment requested shall respond to a Department call. Additional tow truck personnel and equipment shall be at the approval of the Incident Commander. This shall not preclude the Operator from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service and approved by the Incident Commander.
1. An Operator may dispatch more than one tow truck to a multi-vehicle collision scene in response to a rotation tow call.
- F. If two or more Operators are called to the same incident, distribution of the vehicles shall be at the discretion of the Department Incident Commander.
1. The Department Incident Commander may direct an Operator to move vehicles to help clear a roadway or for lifesaving operations. Operators shall provide the requested assistance.

VII. Business and Storage Facility:

- A. An Operator shall have a business office and storage facility located within the city limits of the City of Roseville. Prior to the execution of this Agreement, the Operator shall furnish the Department the address(es) of all facilities.
1. Operators shall maintain a City business license and comply with all City ordinances and zoning requirements.
 2. Operators shall not share or jointly use with any other towing company doing business within the City any of the following: (i) towing equipment; (ii) personnel; (iii) insurance; or (iv) business license.
 3. No employee of the City shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

- B. 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 shall be provided. The Operator is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.
- C. The Operator shall obtain approval from the Department 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. This requirement to obtain approval from the Department prior to the removal of property may be waived by the Department if it is determined that proper safeguards and procedures are utilized by the Operator.
 - 1. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.
 - 2. Upon approval from the Department, the Operator shall release personal property from a stored or impounded vehicle at the request of the vehicle owner or agent.
 - a. There shall be no charge for the release of personal property during normal business hours. Operators may charge an after hours release fee for property released after normal business hours, consistent with the after hours vehicle release provisions.
 - b. Personal property is considered to be items which are not affixed to the vehicle.
 - (1) Personal property includes: papers, transportable cellular telephones, portable radios and/or portable stereo equipment, clothes, luggage, tools, etc.
 - (2) Personal property from a stored vehicle shall be released upon request of the vehicle owner or agent.
 - 3. Cargo shall be released upon demand of the carrier or pursuant to a court order.
- D. The primary storage facility shall normally be at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business (when the primary storage facility and place of business are not at the same location) upon request of the owner or a person having a legal entitlement to the vehicle and/or property.
 - 1. The following three requirements constitute a business office for purposes of this Agreement:
 - a. The business office shall be equipped with a telephone with a separate telephone number/line for the towing business.

- b. At least one individual is available to answer the telephone during normal business hours.
 - c. If the business office is not staffed during normal business hours, then an Operator shall respond to the tow yard to release property or a vehicle within 30 minutes of receiving a call from a vehicle owner.
 - d. Vehicle owners shall be able to pay service charges at that location and make arrangements for reclaiming the towed vehicle (i.e., upon leaving the office, the owner can go directly to the tow yard without delay to reclaim their vehicle).
2. Prior to the utilization of new storage facilities that were not listed and approved on the application for rotation tow listing, the Operator shall furnish the address and obtain the Department's approval.
- a. Secondary storage facilities shall be located reasonably close to the main business office and within the city limits.
- E. Tow Operators shall maintain a sufficient number of outside or inside storage spaces to meet the needs of the Department and the public. This includes specifically enough storage for large vehicles such as a recreational vehicle (RV), trailer, etc.
- F. An Operator's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.
- G. Personnel/employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.
- H. The release of vehicles shall be conducted in accordance with procedures established by the Department. Operators shall comply with the instructions on form CHP 180, issued at the time of the tow.

VIII. 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. Minimum Level of Financial Responsibility (as required by Section 34631.5 of the CVC) - Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B, C and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
 - 2. Uninsured Motorist - Legal minimum, combined single limit.

3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the tow truck:
 - a. Class A tow truck - \$ 50,000
 - b. Class B tow truck - \$ 75,000
 - c. Class C tow truck - \$ 100,000
 - d. Class D tow truck - \$ 100,000
 4. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
 5. Garage Keepers Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the Operator in the storage yard.
 6. Workman's Compensation Insurance - Legal minimum requirement.
- B. Proof of insurance shall be in the form of a certificate of insurance acceptable to the city. Policy expiration or cancellation will immediately nullify the Tow Service Agreement. The Operator's insurance policy shall provide for not less than thirty (30) days written notice to the Department in the event the insurance policy is canceled or is due to expire. Additionally, the Operator shall notify the Department in advance of the expiration or cancellation of the Operator's insurance policy.
1. The Operator may be reinstated only after proof of insurance has been presented to the Department and any subsequent disciplinary action for failure to notify the Department of insurance expiration/cancellation has been served.
- C. Those tow truck Operators removing a vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location will be considered to be transporting property subject to normal minimum insurance requirements of Section 34631.5 of the CVC.
- D. Upon request of a customer, an Operator shall provide, in writing, the name, address, phone number and policy number of their insurance provider.
- E. 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 a Department inventory and is not covered by the Operator's insurance, if required by court order.

IX. Inspections:

- A. The Department shall provide for not less than one (1) annual inspection of all tow trucks and business and storage facilities, at no charge to the Operator. The Department may conduct additional inspections without notice during normal business hours.

1. A tow truck, upon initial inspection or during an enrollment period, will be allowed one follow-up inspection. A tow truck which fails to pass the follow-up inspection will not be approved for use on the Department Rotation Tow List during the term of this Agreement.
 2. The Department may waive the inspection of a tow truck which has been inspected by the CHP and has a current tow truck inspection certificate. To request a waiver, the Operator must submit a copy of the completed CHP inspection form to the Roseville Police Department.
- B. The Operator shall not dispatch a tow truck to a Department call that has not been inspected (by the Department or the CHP) and approved for use by the Department.

X. Business Records:

- A. The Operator shall maintain records of all tow services furnished. The records will be maintained at the Operator's place of business.
1. Invoices shall at a minimum include a description of each vehicle, nature of service, start time, end time, location of call, and itemized costs of towing and storage.
 2. Records for each call shall indicate the tow truck driver's name and truck used.
- B. The Operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communications Commission licensing, and non-Department tows.
- C. The Department may inspect all Operator records without notice during normal business hours.
- D. Operators shall permit the Department to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
1. The Department shall provide a receipt for any (original) records removed from the place of business.
- E. Records shall be maintained and available for inspection for a period of two (2) years plus the current term of this Agreement.
- F. Failure of the Operator to comply with the inspection requirements shall be cause for suspension, if deemed appropriate by the Department.

XI. 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 Roseville. "Directly involved" shall mean anything in common between Operators or applicants with regards to any of the following: 1) business licenses; 2) insurance; 3) tow truck or equipment ownership; and 4) employees.
- B. Storage facilities owned by an Operator, and shared with another Operator, shall only be approved if the owner/Operator charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.
 - 1. Facilities shared by Operators shall be physically separated and secured from each other.
- C. The sale or transfer of the controlling interest in a company shall immediately terminate an Agreement. The new owner may apply for a rotation tow listing at any time during the remainder of the current Agreement term, regardless of the Department's enrollment period.
 - 1. 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.
 - a. These employees shall be approved in advance by the Department.
- D. A terminated or suspended Operator and/or the tow business owner at the time of the suspension or termination (as defined in Attachment A) shall not be eligible for a rotation listing for the duration of the suspension or termination.
 - 1. This provision applies to the Operator working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.
- E. Any violation of this element is cause for suspension, if deemed appropriate by the Department.

XII. Meetings:

- A. The Department shall conduct a meeting to discuss issues concerning the tow rotation. All meetings shall be mandatory for the Operator or Operator's designee wishing to remain on rotation. The Department shall give the Operator fifteen (15) days written notice (as defined in Attachment A) of these meetings.

XIII. Demeanor and Conduct:

- A. While involved in Department rotation tow operations or related business, the tow Operator and/or employees shall refrain from any acts of misconduct including, but not be limited to, any of the following:

1. Rude or discourteous behavior.
 2. Lack of service, selective service, or refusal to provide service which the Operator is/should be capable of performing.
 3. Any act of sexual harassment or sexual impropriety.
 4. Unsafe driving practices.
 5. Exhibiting any objective symptoms of alcohol and/or drug use.
 6. Appearing at the scene of a Department rotation tow call with the odor of an alcoholic beverage emitting from the driver's or employee's breath.
 - a. The Operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the Department.
- B. All Department related tow service complaints received by the Department against a tow Operator or tow Operator's employees will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the Department 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 Department will conduct the investigation to conclusion or assist the lead investigating agency and, if warranted, request prosecution.
- D. Any violation of this element is cause for suspension, if deemed appropriate by the Department.

XIV. Compliance with Law:

- A. The tow Operator and employees 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.
1. In the event of a minor traffic violation by the tow truck driver which is known by the Department, the Operator shall be advised of the violation by the Department. The Operator will be granted the opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the Operator and/or the involved employees.
 - a. Any flagrant traffic violation may be cause for immediate disciplinary action against the Operator and/or the involved employees.
 2. The provisions contained in this element do not preclude the Department from taking appropriate enforcement or administrative action for any violations of law.

- B. Any conviction of the Operator involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a Department rotation tow call, or moral turpitude shall be cause for denial of application or termination of the Agreement.
- C. Any conviction of an Operator's employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving under the influence of alcohol and/or a drug while involved in a Department rotation tow call, or moral turpitude shall be cause for the removal of the employee from the list of current Department rotation tow truck drivers.
- D. An Operator, or employee, arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.

XV. Compliance with Agreement:

- A. The Operator agrees, that 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 the Operator's agent to comply with these terms or conditions shall be cause for written reprimand (as defined in Attachment A), suspension, or termination from the Department's rotation tow list. Alleged violations of the Tow Service Agreement will be investigated by the Department. The Operator will be notified of the Department's findings within thirty (30) calendar days of the conclusion of the investigation.

XVI. Disciplinary Action:

- A. The Department shall take disciplinary action against Operators for violations investigated and confirmed or sustained.
 - 1. The Department 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 Department for at least thirty-six (36) months.
- C. A violation of the equipment requirements related to safety shall be cause for immediate suspension. The period of the suspension shall be determined by the Department. The suspension shall remain in effect until the period of suspension is completed and the Department has conducted an inspection and found that the Operator is in compliance.
- D. A violation of the gross vehicle weight rating ("GVWR") and safe loading requirements of a tow truck may 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 fifty percent (50%) of the tow truck's unladen front axle weight on the front axle when in tow.

- E. A violation of overcharging or a pattern of overcharging shall be cause for suspension. The period of the suspension shall be determined by the Department. The suspension will remain in effect until the period of suspension is completed and the Operator has presented proof to the Department that reimbursement has been made to the aggrieved customer.
- 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 period of suspension shall be determined by the Department. 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 period of the suspension shall be determined by the Department. The suspension shall remain in effect until the period of suspension is completed and the Operator has complied with the inspection requirement.
- H. Operators will not send tow truck drivers on Department calls unless the drivers have completed a certified tow truck driver training course. Failure of the Operator to comply with this requirement will result in a suspension. The period of suspension will be determined by the Department.
- I. Failure of the Operator to maintain the minimum insurance requirements set forth in the Agreement will immediately nullify the Agreement and is deemed to be a major violation of the Agreement.
 - 1. The Operator shall be subject to additional suspension for failure to notify the Department in advance of the insurance policy expiration or cancellation.
- J. Failure of the Operator or employee to comply with Element XIII, Demeanor and Conduct, and/or Element XIV, Compliance with Law, may be cause for suspension if deemed appropriate by the Department.
 - 1. Minor traffic violations may be considered minor violations of the Agreement.
 - 2. A tow truck driver, not under the immediate observations 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 Department's discretion.
- K. If the Operator is serving a suspension for one year or more, the Operator 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. Elements of this Agreement which are commonly referred to as "grandfather clauses" shall no longer apply to the Operator who is suspended for one year or more.

- L. **Major Violations.** Violations of the terms and conditions of the Agreement that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violations may be cause for termination.
1. When considering punitive action for a major violation of the TSA, the Department may take into consideration all major and minor violations that occurred within thirty-six (36) months prior to the date of the current violation.
 2. Termination shall be invoked if, in the Department's judgment, continued participation in the Rotation Tow Program by the affected tow Operator may result in a hazard to public safety and/or welfare, or the Operator has been convicted of a crime listed in Element XIV-B.
 2. In lieu of termination, the Department may impose additional suspensions for longer periods, if deemed appropriate.
- M. **Minor Violations.** Except as specifically stated in the Agreement, minor violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:
1. 1st violation within a 12 month period - letter of written reprimand.
 2. 2nd violation within a 12 month period - up to 30 day suspension.
 3. 3rd violation within a 12 month period - 60 to 90 day suspension.
 4. 4th violation within a 12 month period - termination of the Agreement.
 - a. In lieu of termination, the Department may impose additional suspensions for longer periods, if deemed appropriate by the Department.
- N. Nothing herein shall be deemed to prohibit the Department from immediately suspending any Operator or employee whose conduct, in the opinion of the Department, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of this Agreement.

XVII. HEARING/APPEAL:

- A. In the event the Department serves the Operator with a written reprimand, suspension, or termination, the Operator may request a hearing within seven (7) calendar days by submitting a request in writing to the Department's Administrative Services Commander. If a hearing is requested, it shall be held as soon as practicable. The purpose of the hearing shall be to review all 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 Administrative Services Commander or designee and the Operator shall be entitled to present all relevant facts and circumstances in support of the Operator's position. The Operator shall be further entitled to present testimony of at least one representative (as defined in Attachment A) of a tow truck association or other qualified person. The Operator shall be notified in writing of the decision of the Administrative Services Commander, within ten (10) business days of the date of the hearing.

- B. Following a hearing, if the Operator is dissatisfied with the Administrative Services Commander's decision, the Operator may request an appeal (as defined in Attachment A) by submitting a request in writing to the Chief of Police within seven (7) calendar days. If an appeal is requested, it shall be held as soon as practicable. The appeal shall be conducted by the Chief of Police or designee. The Operator shall have the same rights as those provided at the hearing level. The Operator shall be notified in writing of the decision of the Chief of Police within ten (10) business days of the date of appeal. The Chief's decision shall be final and not subject to further administrative appeal.
- C. A suspension or termination shall not take effect until the hearing and appeal process has been exhausted, with the exception of Operators whose conduct is deemed to be a danger to the motoring public or whose conduct grossly violates the terms and conditions of this Agreement. If an Operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the Administrative Services Commander shall be final and the suspension or termination shall take effect upon written notification to the Operator by the Department.

XVIII. Advertising:

- A. The Operator shall not display any sign or engage any advertisement indicating an official or unofficial connection with the Department or the Department of Motor Vehicles.
 - 1. Examples include, "Official Police Tow," "Approved by Roseville Police Department," "Roseville P.D. Rotation Tow," etc.
 - 2. This will not preclude the Department from implementing a system to mark and identify particular tow trucks as having passed the CHP/Department inspection.
- B. Any violation of this element is cause for suspension. At a minimum, the suspension should be for the duration of the advertisement.

XIX. Cancellation:

- A. This Agreement may be cancelled by either party by giving written notice to the other party.

XX. Approval Specifications:

A. Geographical Area - The city limits of the City of Roseville.

B. Approved Rates:

	Class A	Class B	Class C	Class D
Approved Rate, Hourly	_____	_____	_____	_____
Approved Rate, Outside Storage	_____	_____	_____	_____
Approved Rate, Inside Storage	_____	_____	_____	_____
Approved Rate, Service Call	_____	_____	_____	_____
Approved Rate, Contract Labor	_____	_____	_____	_____
Approved Rate, Applicable Equipment				

Equipment Description

1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

C. Personal Property Removal Reporting Procedure Exempted Under Element VII?
YES / NO

D. Additional waiver of requirements: (Department may attach any applicable waiver of requirements).

E. The term of this Agreement shall be for two (2) years, commencing on the date it is executed by the City.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct Operator. The parties intend that this provision shall be broadly construed. The Operator's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.

Signature - OPERATOR

Typed Name and Title

Company Name

Date

ATTACHMENT A

DEFINITIONS

AGREEMENT:

For purposes of this document, Agreement and Tow Service Agreement are synonymous.

APPEAL:

The final level of review for written reprimands, suspensions, or terminations. An informal review conducted by the Chief of Police or his/her designee at which an Operator may present evidence or witnesses to show that an action taken by the Department was improper, or to mitigate the action taken.

AWR:

Axle Weight Rating

BASE SERVICES:

Any service or tow which is performed when the vehicle Operator or agent is present and the vehicle is not stored at the direction of an officer.

CHP:

The Department of the California Highway Patrol.

CITY:

The City of Roseville, California.

COLLUSION:

An agreement between two or more persons to defraud a person(s) or to obtain an object forbidden by law; conspiracy. It implies existence of fraud of some kind; the employment of fraudulent means or lawful means for the accomplishment of an unlawful purpose.

CVC:

California Vehicle Code

DEPARTMENT:

The City of Roseville Police Department.

ENROLLMENT PERIOD:

The period of time when a tow company may submit an application for inclusion on the Department's Rotation Tow List. The enrollment period will be open at least 30 days a year and is determined by the Department.

GVWR:

Gross Vehicle Weight Rating.

HEARING:

The first level of review for written reprimands, suspensions, or terminations. An informal process in which an Operator may present evidence or witnesses, which would show that an action taken by the Department was improper, or to mitigate the action taken. The review will be conducted by the Department's Administrative Services Commander, or his/her designee.

INCIDENT COMMANDER:

A representative from the Law Enforcement Agency who has scene management responsibilities.

LOAD SALVAGE OPERATIONS:

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

MAY:

"May" is permissive.

MORAL TURPITUDE:

"[G]ross violation of standards of moral conduct, vileness. An act involving moral turpitude is considered intentionally evil, making the act a crime. The existence of moral turpitude can bring a more severe criminal charge or penalty for a criminal defendant," <http://dictionary.law.com> (last visited February 26, 2015).

NORMAL BUSINESS HOURS:

For purposes of this document, "Normal Business Hours" shall be not less than 8 a.m. to 5 p.m., Monday through Friday, except for state recognized holidays.

NOTICE:

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

OPERATOR:

(Rev. 02/26/21 SB)

A tow service which has been issued a Letter of Authorization, has signed the Tow Service Agreement, and is approved to receive Department referred calls. The term "Operator" refers to the company, its owner(s), and its manager(s), who have authority to enter into an Agreement with the Department for towing services and/or to conduct business in accordance with the terms of this Agreement, as well as its agents and employees.

PARTY OF INTEREST:

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

PORTAL TO PORTAL:

Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of the normal operating procedures.

(Examples: 1) 4 X 4 recovery in the mud: Reasonable to charge for cleaning mud from the truck and equipment; 2) burned car on a car carrier: Reasonable to charge for cleaning burn debris from carrier bed; 3) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) For the purpose of this agreement, "Portal to Portal" shall also mean "Portal to End of Service."

POSSESSION:

Pursuant to Section 3068.1 of the Civil Code, 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.

PUBLIC SAFETY RESPONSE:

A response which results in a storage of a vehicle at the direction of a Department officer. This does not include a storage at the request of the vehicle Operator, registered owner, or agent thereof.

RESPONSE TIME:

The period of time from an Operator's notification by the Department's Communications Center of a call to the arrival of the tow truck at the location requested.

RETAIL RATE:

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

(Rev. 02/26/21 SB)

ROTATION TOW BUSINESS:

A rotation tow business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner or agent to conduct the customer's business transactions during the Department approved business hours. The business shall be conveniently located within the City and available to the motoring public.

SERVICE CALL RATE:

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 consistent with rates charged for similar services.

SHALL:

"Shall" is mandatory.

SUSPENSION:

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

TERMINATION:

Permanent removal of a tow Operator from the Department's rotation tow list for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the Department's Rotation Tow Program.

TOW TRUCK:

A tow truck is defined in Section 615 of the CVC. Also includes slide-back carriers and wheel lift vehicles.

TOW SERVICE AGREEMENT (TSA):

A document which sets forth the terms and conditions of an Agreement between the Operator and the Department. For purposes of this document, the Agreement also means the "TSA".

VEHICLE RECOVERY OPERATION:

An operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will usually be limited to operations requiring a Class B, C or D tow truck.

WAIVER OF REQUIREMENTS:

(Rev. 02/26/21 SB)

Provides for temporary relief from selected terms and conditions of the Tow Service Agreement.

WRITTEN REPRIMAND:

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

ATTACHMENT B

APPLICANT'S INSTRUCTIONS FOR COMPLETING THE RPD FORM 73.I. **GENERAL INFORMATION:**

- A. The following instructions are being provided to assist you in the accurate completion of the necessary forms. ***Please be sure to sign and date the application form as indicated.***
1. You should thoroughly read and understand the Tow Service Agreement prior to submitting your application.
 2. Please be sure to sign and date the application form (RPD 73) as indicated.
 3. After completing the application form, submit the following with the completed application:
 - a. Completed Element XX (Pages 21 and 22) ***(return one copy of page 21 and both signed copies of page 23)***
 - b. A copy of your current, valid City of Roseville business license.
 - c. Signed and dated vehicle inspection forms for each vehicle to be used for rotation tows. (If inspected by the CHP within the past nine (9) months, a copy of the CHP inspection report should be submitted.) A second inspection will also need to be completed during the second year of the contract.
 - d. A current, dated rate schedule.
 - e. A list of drivers with information specified in Element III.
 - f. A current copy of your DMV Motor Carrier Permit.
 4. Submit the application to the Roseville Police Department at the address below. All TSA applications submitted through the mail shall be sent by certified mail, with return receipt requested. The return receipt shall be presented to the Department as proof that the application was mailed to the Department. All applications and attachments must be received by **April 30, 2021**. Return the application and required attachments to:

Roseville Police Department
Attn: Traffic Division Lieutenant
1051 Junction Boulevard
Roseville, California 95678-7191

Applications received after April 30, 2021 will be rejected. No exceptions.

5. **Submit all required certificates of insurance (as specified in Element VIII), in a separate envelope, addressed to:**

City of Roseville
Risk Management Division
311 Vernon Street
Roseville, CA 95678

6. If your company receives preliminary approval, an inspection of your facilities and equipment will be scheduled, if necessary. (If you also tow for the CHP, we will accept a copy of the CHP's inspection of your truck(s) if conducted within the past nine (9) months.) A second inspection will also need to be completed during the second year of the contract.
7. Upon final approval, one copy the completed Element XX (page 22) will be signed and returned to you.

II. SPECIFIC INSTRUCTIONS FOR FORMS PREPARATION:

- A. Application for Rotation Tow Listing (RPD 73). Complete and sign. All information on the RPD 73 must be complete. ***Incomplete applications will not be accepted and shall be grounds for immediate disqualification in the TSA process.*** Any misrepresentation on the application may be grounds for criminal and/or disciplinary action. Disciplinary action may include disqualification, written reprimands, suspension from the rotation, and/or removal from the rotation.
 1. **Business Name and Mailing Address** - as it appears on your business license.
 2. **Daytime Telephone Number** - Telephone number for the dispatch of tow services.
 3. **Nighttime Telephone Number** - Telephone number for nighttime/holiday dispatch of tow services. If the daytime number is 24 hours a day, leave night phone blank.
 4. **Business address**, if different than mailing address.
 5. List any automobile club affiliations (i.e., AAA, National, etc.).
 6. Do you provide towing services 24 hours-a-day? (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 crime involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, drug related offenses, DUI offenses as specified, or moral turpitude? (Yes or No)
 9. Check the class(es) and note the number of each class of truck that you operate.
 10. Are any of your Class A tow trucks a car carrier? (Yes or No)

11. List your primary storage address and whether it is owned, leased, or rented.
- 12/13. List any secondary storage addresses and whether they are owned, leased or rented.
14. Are all the storage yards fenced? (Yes or No)
15. How many outside storage spaces are available?
16. Is inside storage available? (Yes or No)
17. How many inside storage spaces are available?
18. List all legal owner(s). If the owner is a firm, company, association or corporation, list all persons having financial interest.
19. Do you or any legal owner of your tow company have any financial interest in any other tow company within the City of Roseville? (Yes or No)
20. Do you have any family members who own or have financial interest in any other tow company within the City of Roseville? (Yes or No) (Family members are any person or persons related by blood or marriage.)
21. Do you share any facilities with any other tow company? (Yes or No)
22. A "yes" answer to 19, 20, or 21 shall be explained in the remarks section by listing the name of the tow company.
23. Accurately list the maximum hourly rate to be charged on Department calls for each tow truck class for which you are applying.
24. List the outside storage rate for each tow truck class for which you are applying.
25. List the inside storage rate for each tow truck class for which you are applying.
26. List the service call rate for each tow truck class for which you are applying.
27. List the contract labor rate for each tow truck class for which you are applying.
28. List the rate(s) for auxiliary equipment for each class for which you are applying.
29. Are you capable of towing Class A recreational vehicles (RVs)? (Yes or No)
30. Are you capable of towing Class B recreational vehicles (RVs)? (Yes or No)
31. Are you capable of towing Class C recreational vehicles (RVs)? (Yes or No)

32. Do you have storage space spaces for a recreational vehicle (RV)? (Yes or No)
33. List any comments or additional information, such as an explanation of any "Yes" response to questions 19, 20 and/or 21.
34. Read the statement and sign and date the application. Include the name and title of the person signing the application.