

**FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT  
AND  
ALL STAR TOWING**

**City Agreement Number 28337**

**Dated 8/27/2013**

TABLE OF CONTENTS

RECITALS .....	1
DEFINITIONS .....	2
ROTATION LIST.....	3
OPERATOR OBLIGATIONS .....	4
TOW TRUCK CLASSIFICATIONS .....	5
GENERAL EQUIPMENT SPECIFICATIONS .....	6
TOW TRUCK DRIVERS .....	6
COMPLIANCE WITH FRANCHISE AWARD.....	8
FRANCHISE FEES.....	8
FRANCHISE FEE PAYMENT.....	8
MISCELLANEOUS SERVICES .....	9
RATES .....	9
RESPONSE TO CALLS.....	10
STORAGE FACILITY.....	11
INSURANCE.....	12
INDEMNITY .....	13
INSPECTIONS .....	14
FINANCIAL INTEREST/SALE OF BUSINESS .....	14
ANNUAL MEETINGS.....	15
COMPLIANCE WITH LAW .....	15
COMPLIANCE WITH FRANCHISE AGREEMENT .....	15
DETERMINATION MEETING.....	15
TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE .....	15
EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS .....	16
NOTICES.....	16
INDEPENDENT CONTRACTOR.....	16
ENTIRE AGREEMENT .....	16
MODIFICATION.....	16
AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS .....	16
ATTACHMENT A.....	1-A
ATTACHMENT B.....	1-B
ATTACHMENT C.....	1-C

## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27<sup>th</sup> day of August, 2013, by and between the City of Santa Rosa ("City"), acting by and through the Santa Rosa Police Department ("Department"), and Amanda Cream, dba: All Star Towing, a sole proprietor ("Operator").

### RECITALS

A. City requires tow services in the exercise of its police powers as necessary or appropriate for the general welfare of its citizens.

B. City has adopted Chapter 6-84 of the Santa Rosa City Code requiring tow operators to enter into franchise agreements for police generated tow operations.

C. Operator desires to obtain a non-exclusive franchise permitting Operator to provide tow services generated by the Department on a rotational basis with other tow franchisees.

D. Operator also desires to provide miscellaneous on call tow services to the City that are not expressly included in the scope of the tow franchise.

E. City and Operator have negotiated the terms pursuant to which Operator will operate the franchise and provide such miscellaneous services to the City and have herein reduced such terms to writing.

## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Operator hereby agree as follows:

### SECTION 1. DEFINITIONS

The terms defined below shall for all purposes hereof have the meanings ascribed to them herein, unless the context clearly requires some other meaning. Other terms shall have the meanings given to them herein. Words not defined herein shall be given their common and ordinary meaning.

"After Hours" means weekdays between 5:00 p.m. and 8:00 a.m. and all weekends and Holidays.

"Assigned Traffic Personnel" means the traffic sergeant or the sergeant's designee.

"Business Hours" means weekdays from 8 a.m. through 5 p.m., excluding weekends and Holidays.

"Department" means the Santa Rosa Police Department and the Santa Rosa Police Department Communication Center.

"Franchisee" means a tow truck operator awarded a non-exclusive tow franchise pursuant to a franchise agreement with the City.

"Holiday" means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

"Impounded Vehicle" means a vehicle seized and held by a law enforcement agency.

"Interested Party" means a registered vehicle owner or the owner's legally authorized agent.

"Load Salvage Operation" means any operation of Class B, C or D Tow Trucks involving the recovery of a load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

"Operator" means Operator and Operator's managers.

"Possession" of a vehicle arises when the vehicle is removed and is in transit, or when a Vehicle Recovery Operation or Load Salvage Operation has begun.

"Personal Property" means property that is not attached to the vehicle.

"Response Time" means the amount of time from the time the call was placed to Operator by the Department to the time of arrival at the point of destination.

"Rotation Tow List" means a list of Franchisees maintained by the City.

"Time of Call to End of Service" means the amount of time from the time the call was placed to Operator by the Department until the estimated time of return to Operator's place of business or the completion of the call.

"Tow Truck" has the same meaning as that assigned to it in California Vehicle Code section 615.

"Vehicle Recovery Operation" means an operation involving the process of up righting an overturned vehicle that requires the use of auxiliary equipment due to the size or location of the vehicle and which is normally limited to operations requiring Class B, C or D Tow Trucks.

## SECTION 2. ROTATION TOW LIST

A. The City will use a Rotation Tow List to request Franchisees to tow vehicles in the order in which the Franchisees appear on the list. The list will not exceed ten Franchisees at any one time. Operator will be placed on the Rotation Tow List upon execution of this Agreement by City and Operator.

B. A call to a Franchisee shall constitute one turn on the list and that Franchisee will then be moved to the bottom of the list. City will call the next Franchisee on the list when the prior Franchisee: 1) fails to answer the telephone; 2) cannot or refuses to respond; or 3) is canceled due to excessive Response Time.

C. OPERATOR agrees to all rotation tows, when called by the Department for service at anytime during a 24 hour period.

D. Operator will be removed from the Rotation Tow List for two rotation cycles if Operator refuses or fails to respond to a call for service. If Operator fails to respond to calls for service on more than three occasions within a 30 day period, the City may suspend Operator's services or terminate this Agreement.

E. If Operator is unable to provide storage space in response to a call for service, it will be removed from the Rotation Tow List for 24 hours or until storage space is made available, whichever is greater.

F. Operator may not impose any fees or charges on any party where City or an Interested Party cancels a call for service prior to Possession. In such cases, City will place Operator on the top of the Rotation Tow List.

G. Where Possession has begun in response to a Department call and is canceled by an Interested Party, charges to the Interested Party shall not exceed one half of the regular towing charge for the call for service.

H. If two or more Franchisees are called to a scene, Operator agrees that Department employee in charge of the incident has the discretion to assign Franchisees to particular vehicles to be moved or towed. Where Operator is directed to move vehicles to clear a road or protect lives, Operator shall provide the requested assistance at no charge to City and City will place Operator on the top of the Rotation Tow List.

I. Nothing in this Agreement shall prohibit the Department employee in charge of the incident from requesting a Franchisee that is not at the top of the Rotation Tow List when

reasonably required under the circumstances. In such cases, the Franchisee will be placed at the bottom of the Rotation Tow List unless the call for service is canceled, whereupon Franchisee will maintain its place on the list.

### SECTION 3. OPERATOR OBLIGATIONS

A. Operator agrees that City shall have the right to conduct a background investigation of Operator and to request and receive summary criminal history information regarding Operator from the California Department of Justice and Federal Bureau of Investigation as pursuant to California Vehicle Code section 2432.3. Upon request by City, Operator agrees to provide all information needed to obtain this information, including Operator's fingerprints. Operator agrees that Operator shall pay the cost of fingerprinting and processing the request for summary criminal information. Operator further agrees that every agent and employee of Operator who will provide services under this Agreement shall successfully undergo a background investigation before providing or continuing any services hereunder.

B. Operator shall notify City of any arrest and/or conviction of Operator or Operator employee, prior to the beginning of the next work shift of that person. The failure to make this notification will be cause for suspension of Operator's services or termination of this Agreement by City.

C. Assigned Traffic Personnel shall be notified immediately by Operator upon a Tow Truck driver's separation from employment with Operator.

D. Operator shall require that all Tow Truck drivers providing services under this Agreement participate in a controlled substance and alcohol testing ("CSAT") program prior to the provision of services.

1. Tow Truck 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. Tow Truck drivers not required to possess Class A, Class B, or commercial Class C licenses shall be enrolled in a CSAT program substantially similar to the requirements in subsection 1 above.

3. Operator shall ensure selection pools for commercial and non-commercial licensed drivers are maintained separately.

4. A Tow Truck driver possessing a non-commercial driver's license who has a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

E. Operator and Tow Truck drivers shall be enrolled in the Employer Pull Notice ("EPN") Program with the California Department of Motor Vehicles. Operator shall provide to City a current list of drivers and a copy of the current EPN Program report, or in the case of a newly hired Tow Truck driver, proof of enrollment in the EPN Program.

1. Operator shall enroll new drivers in the EPN Program within 30 days of hire.

2. Pull notices shall be kept on file, signed, and dated by Operator.

F. Operator shall notify City immediately upon notification of any sanctions against Operator or its termination from any law enforcement agency rotation. Failure to make this notification will be cause for suspension of services or termination of this Agreement by City.

G. Operator shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to City during the Franchise Agreement for Vehicle Tow Services enrollment period. The expiration of Operator's MCP permit and/or suspension of the MCP, pursuant to California Vehicle Code section 34623, shall result in the immediate suspension of services or termination of this Agreement by City.

H. Operator shall ensure all Tow Truck drivers comply with Title 13, sections 1212 through 1218 of the California Code of Regulations, including Section 1213 pertaining to drivers' duty records.

#### **SECTION 4. TOW TRUCK CLASSIFICATIONS**

A. Operator shall equip and maintain Tow Trucks in accordance with the requirements set forth in Attachment A, and in a manner consistent with industry standards and practices. Operator shall equip and maintain a minimum of two trucks and one car carrier in Classes A, B, C or D. These trucks shall be equipped to tow car trailers and boat trailers.

B. All Vehicle Recovery Operation vehicles shall have recovery, wheel lift, and an extendable/retractable boom meeting the specifications herein.

1. Class D Tow Trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.

2. A Class B Tow Truck with a 14-ton boom rating, that has been previously inspected and approved by the City and owned by Operator since January, 2009, may remain on rotation, subject to approval following annual inspections.

3. Car carriers are exempt 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 manufacturer's gross vehicle weight rating (GVWR) and/or safe loading requirements of a Tow Truck may be cause for immediate suspension of services by City. Violations include exceeding the Tow Truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, and not maintaining 50 percent of the Tow Truck's unladen front axle weight on the front axle when towing.

D. There are four (4) classes of Tow Trucks that may be used to provide services under this Agreement.

1. Class A - Light Duty. Operator shall maintain a minimum of one Tow Truck with a manufacturer's GVWR of at least 14,000 pounds. Class A 4-wheel drive Tow Trucks with a GVWR of less than 14,000 pounds shall be used only for recoveries requiring the use of 4-wheel drive.

2. Class B - Medium Duty. Operator shall maintain at least one Tow Truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and tractor protection valve or device, and be capable of providing and maintaining air to towed vehicles.

3. Class C - Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles.

4. Class D - Super Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles, except where the truck is used exclusively for salvage and recovery operations.

## **SECTION 5. 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 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 recovery equipment shall 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 J708.

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) of the equipment.

D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

## **SECTION 6. TOW TRUCK DRIVERS**

A. All of Operator's Tow Truck drivers shall attend and pass a certified tow truck driver training course meeting the requirements of the California Highway Patrol. Each certified Tow Truck driver shall maintain a current and valid certificate. Operator shall ensure that Tow Truck drivers performing services under this Agreement are qualified and competent drivers. Tow Truck drivers shall be at least 18 years of age and possess the following minimum Class Driver's Licenses:



1. Class A Tow Truck - A valid Class C (3) license, or a valid Class A (1) license with valid medical certificate.
2. Class B Tow Truck - A valid Class A (1) license with valid medical certificate.
3. Class C Tow Truck - A valid Class A (1) license with valid medical certificate.
4. Class D Tow Truck - A valid Class A (1) license with valid medical certificate.

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

C. Operator shall maintain a current list of Tow Truck drivers and provide a current list to City. Operator shall notify City within seven days of the hiring of any new drivers.

D. Operator shall provide a copy of the Tow Truck drivers' training certificates to City within seven days of any hiring of new drivers.

E. Operator shall maintain the following information for each Tow Truck driver:

- Full Name
- Date of Birth
- California Driver's License Number
- Copy of valid medical certificate (if required)
- Job Title/Description
- Current Home Address
- Current Home Phone Number
- Types of trucks the driver is trained to operate
- A copy of the Tow Truck driver's training course certificate

F. Tow Truck drivers are not eligible to drive for the City until successfully completing a background investigation. However, drivers may operate in a "trainee" status with a certified driver pending the return of the results of the background investigation.

G. Any conviction of an employee of Operator 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 or misdemeanor driving under the influence of alcohol or drugs, moral turpitude, or a violation of Section 13377(a) of the California Vehicle Code may be cause for immediate removal of the employee by Department from the Tow Truck driver list. The refusal by Operator to promptly remove any such employee, or a conviction for any of these offenses by Operator or a principal of Operator, may be cause for the suspension and/or termination of this Agreement by City.

H. UNIFORMS: Tow Truck drivers shall wear an identifiable uniform displaying Operator's name while engaged in City tow operations. A name identification badge shall be worn at all times while conducting tow operations. The badge must be officially issued by Santa Rosa Police Department with a photograph of the driver. If at any time an unauthorized driver is found to be operating a Tow Truck while providing services under this Agreement, Operator's services will be suspended by City for seven (7) days. All rotation Tow Truck drivers shall wear the federally mandated traffic safety vests or reflectorized uniform shirts while engaged in tow services.

I. **PERSONAL APPEARANCE:** Tow Truck drivers shall present a professional image, including good personal hygiene, clean, un-torn uniforms and no offensive or excessive body art or piercings.

J. **DEMEANOR AND CONDUCT:** While involved in City tow services or related business, Operator and its agents and employees shall refrain from all acts of misconduct including, but not limited to:

1. Rude or discourteous behavior;
2. Lack of service, selective service or refusal to provide service which can be performed;
3. Any act of moral turpitude, sexual harassment or sexual impropriety;
4. Unsafe driving practices;
5. Exhibiting any objective symptoms of alcohol or drug use.

K. If Operator or employee of Operator displays any signs of impairment (alcohol, prescription or illegal drugs) at the scene of a call for service, Operator or employee of Operator agrees to preliminary screening by law enforcement. Operator or employee of Operator who refuses to submit to preliminary testing may be removed from the Rotational Tow List or may result in the suspension of services or termination of this Agreement by City.

#### **SECTION 7. COMPLIANCE WITH FRANCHISE AWARD**

In executing this Agreement, Operator agrees to and shall abide by all requirements of Santa Rosa City Code Chapter 6-84 as the same may be amended from time to time.

#### **SECTION 8. FRANCHISE FEES**

Operator shall pay to City any franchise fee established by City. However, in the event City establishes or increases an established franchise fee during the term of this Agreement, Operator may, notwithstanding any other provisions of this Agreement, unilaterally terminate this Agreement and forfeit the granted franchise upon giving City thirty (30) days written notice of termination. In such case, Operator shall only be responsible for the proportion of the franchise fee due prior to termination.

#### **SECTION 9. FRANCHISE FEE PAYMENT**

A. On or before September 1 of each year, Operator shall pay to City the annual franchise fee for the forthcoming year. The fee shall be set in accordance with the provisions of Santa Rosa City Code Chapter 6-84 and by resolution of the City Council. The fee per operator shall be determined by dividing the total franchise fee established by City Council by the total number of Franchisees.

B. City will send Operator an invoice specifying the franchise fee on or before August 1 of each year. The fee shall be due and payable within thirty (30) days of receipt by Operator.

C. Failure to remit the franchise fee to City when due shall result in the imposition of a late fee of two-percent (2%) per month until paid. If Operator fails to pay the franchise fee for more than (90) ninety days after the due date, City shall have the option to terminate this Agreement or remove Operator from the Rotation Tow List until the franchise fee is paid.

D. Operator shall pay all required franchise fees to:

City of Santa Rosa  
Finance Department  
P.O. Box 1673  
Santa Rosa, CA 95402

#### SECTION 10. MISCELLANEOUS SERVICES

Operator agrees to provide miscellaneous services upon the Department's request that are not included in the scope of the services provided under the franchise. Such services may include towing of vehicles requested by different divisions within the Department, such as calls for lock-outs or undercover operations. The City agrees to pay for approved services by Operator at the rate of \$130.00 per hour. The total compensation payable to Operator for the services provided under this Section shall not exceed the sum of \$5,000.00. The City's Chief Financial Officer is authorized to pay all proper claims under this Section from Charge Number 170902-5321.

#### SECTION 11. RATES

A. Fees charged for all tow service calls originating from the Department shall be reasonable, valid and not in excess of the rates established by City. These rates are as follows:

\$200.00	Hourly Rate
\$55.00/day	Inside Storage Rate
\$55.00/day	Outside Storage Rate

B. Rate requirements represent the maximum Operator may charge on a City call. Operator is not precluded from charging less when deemed appropriate by Operator.

C. Operator shall refund any charges in excess of the rates established in Section 11 A upon demand by City.

D. Operator may only request rate changes during the enrollment period or at the annual mandatory meeting. The Assigned Traffic Personnel shall then review the rates based upon charges for similar services, rates adopted by other public agencies, and rates of other tow operators.

E. Charges for towing calls shall be computed from Time of Call to End of Service and charged at the established hourly rate for a minimum period of one hour. All time spent on a call in excess of one hour shall be charged in fifteen-minute increments. Operator may not impose any additional charges, such as mileage, labor, etc.

1. Any secondary towing requested by an Interested Party, such as towing from Operator's storage to a different location, is subject to negotiation between Operator and the Interested Party.

F. Fees for special services

1. Upon completion of any special services using Class B, C, or D Tow Trucks for Vehicle Recovery Operations or Load Salvage Operations, Operator shall submit the Interested Party's invoice to the Assigned Traffic Personnel for approval.

a. Hourly rates for special services shall be approved with the Assigned Traffic Personnel. Charges in excess of thirty minutes shall be charged in fifteen-minute increments. Fees shall be reasonable and consistent with industry standards for similar services, such as recovery of a vehicle hauling load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

b. Regardless of the class of Tow Truck, charges shall not be more than the class of vehicle towed or serviced, except when Vehicle Recovery Operations require a larger class of truck.

c. Hourly rates shall be approved by Assigned Traffic Personnel for auxiliary or contracted equipment, e.g. airbags, converter gear/dolly, additional trailer and contracted labor.

G. Charges for After-Hours release of a vehicle or Personal Property shall not exceed one-half of established hourly rate.

H. STORAGE FEES: Operator shall display a sign in plain view at all cashiers' stations, as described in California Civil Code section 3070, disclosing all storage fees and charges in effect, including the maximum storage rate.

I. Owners of vehicles stored 24 hours or less shall be charged no more than one day of storage pursuant to California Civil Code section 3068.1(a).

1. 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 portion thereof, pursuant to Section 3068.1(a).

2. Storage of vehicles in combination, such as a vehicle on a dolly, con-gear, vehicle carrier/trailer, etc, being towed by a vehicle, should be charged per vehicle, excluding the carrier, etc.

J. The schedule of rates charged by Operator shall be available in the Tow Truck and shall be presented upon demand to person(s) for whom the services are provided, or the law enforcement officer at the scene.

**SECTION 12. RESPONSE TO CALLS**

A. Operator agrees to timely respond to calls for service when called by City.

B. Assigned Traffic Personnel will approve rates payable to Operator for the removal and disposition of larger vehicles, as outlined in Attachment C, on a case by case basis. When these vehicles are not being towed for Vehicle Code sections 22669(a) or 22669(d), and Operator has the appropriate equipment to tow the vehicle, Operator shall tow vehicle in

question. The disposal of any garbage and hazardous materials in such vehicles is the responsibility of Operator.

C. Operator shall respond to calls for service from the Department 24 hours a day, seven days a week. Operator's Response Time shall not exceed thirty (30) minutes where the call for service occurs between the hours of 6:00 a.m. and 6:00 p.m. and shall not exceed forty (40) minutes with respect to all other calls. The failure to meet the maximum Response Time on three (3) or more occasions within a thirty (30) day period may result in suspension of Operator's services or termination of this Agreement by City.

D. At the time of a call for service, Operator shall advise the Department if Operator is unable either to respond or to meet the maximum Response Time.

E. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the Department.

F. Only an appropriately licensed driver shall respond with a properly equipped Tow Truck of the class required to tow the vehicle. Tow Truck driver shall have the license and applicable license endorsements in his/her possession.

G. Operator shall notify the Department at least 24 hours in advance when it will be unavailable to perform services hereunder, noting the times and dates of the unavailability.

H. Tow Truck drivers may not respond to calls accompanied by any individual not employed by Operator and may not respond with animals in their possession.

I. Operator will not intentionally arrive at a scene requiring a tow unless requested by Department.

J. All questions and disputes regarding the Rotation Tow List shall be referred in writing to the Assigned Traffic Personnel during Business Hours.

K. Operator shall remove or clean from the scene of the collision any liquid, glass, or debris from the scene, excluding flammable substances. Failure to do so will result in a request for Operator to return to the scene to complete the clean-up. Repeated complaints that Operator has failed to comply with this Section may result in suspension or termination of this Agreement by City.

### **SECTION 13. STORAGE FACILITY**

A. Operator's primary storage facility shall be located at Operator's business address. Any additional storage facilities identified in Attachment B may also be used by Operator. Operator shall provide prior notice of the use of a new or secondary storage facility for inspection and approval by City prior to use. There shall be no charge for any additional distance traveled to and from new or secondary locations.

B. Operator shall maintain an office at the listed business address. That office shall be staffed by an employee during Business Hours. Any change in the location of the office shall have the prior written approval of City.

C. Operator shall provide security for vehicles and Personal Property at all storage facilities. At a minimum, a permanent securely fenced or enclosed area of adequate size shall be provided for the proper storage of vehicles.

D. Storage facilities shared by Operator with other business establishments shall be physically separated and secured from one another.

E. Vehicles with open windows or roofs (excluding vehicles with major damages from collisions), shall be stored inside to protect the interior of the vehicles from adverse weather conditions. Where no inside storage is available, the vehicle shall be covered with a tarp. Operator is responsible for the care, custody, and control of any Personal Property in towed and stored vehicles.

1. Operator shall release Personal Property from a lien vehicle upon demand by the Interested Party pursuant to California Vehicle Code section 22851(b).

2. A receipt shall be provided to Interested Party by Operator for removed Personal Property and a copy placed in the stored vehicle. This procedure shall also apply to the removal of Personal Property by Operator to a secured area.

F. Business Hours shall be posted in plain view to the public.

G. Operator employees shall be trained to competently conduct business transactions related to towing, storage and the release of vehicles and property.

H. An Impounded Vehicle shall be released only upon written authorization from the Department.

1. In the event an Interested Party of an Impounded Vehicle signs over the title of the vehicle to Operator in lieu of towing and storage fees prior to the end of the thirty (30) day impound (14602.6 CVC impound), Operator shall keep the vehicle in impound for the remainder of the 30 days. At the end of the 30-day impound period, Operator will be required to obtain a "no fee" release from City in order to take full custody of the vehicle.

2. There shall be no fee charged for recovery of Personal Property from an Impounded Vehicle by the Department. The only fees that may be charged to a person authorized by the Department to obtain Personal Property from an Impounded Vehicle are After-Hours charges, if applicable.

I. A vehicle that is not impounded shall be released upon request of the Interested Party pursuant to California Vehicle Code section 22850.3. Operator shall advise the Interested Party of any and all related additional fees.

#### **SECTION 14. INSURANCE**

A. Operator shall maintain in full force and effect, all of the insurance coverage described in this Section. Maintenance of the insurance coverage as set forth in this Section is a material element of this Agreement and a material part of the consideration provided by Operator in exchange for City's agreement hereunder. Failure by Operator to (1) maintain or renew coverage, (2) provide City notice of any changes, modifications, or reductions in coverage, or

(3) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Operator, whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Operator to maintain required insurance coverage shall not excuse or alleviate Operator from any of its other duties or obligations under this Agreement. The following are the insurance requirements for this Agreement:

1. Business Automobile Liability (as required by California Vehicle Code section 16500.5) - Bodily injury and property damage with a combined single limit of not less than \$1 million. These minimum standards are to include owned, non-owned, and hired auto coverage.

2. Uninsured Motorist - Legal minimum, combined single limit, stated in writing on certificate.

3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the Tow Truck.

a.	Class A Tow Truck	\$ 50,000
b.	Class B Tow Truck	\$100,000
c.	Class C Tow Truck	\$200,000
d.	Class D Tow Truck	\$250,000

4. Garage liability includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.

5. Garage keeper's liability shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of Operator in the storage yard.

6. Workers' Compensation Insurance as required by the State of California and Employee's Liability Insurance of \$1 million.

7. Operator shall furnish City with a separate page titled Additional Insured Endorsement (AIE) as evidence that the insurance required is in effect. The certificate shall name the "City of Santa Rosa, its officers, agents, and employees" as additional insureds by endorsement under the policy and shall provide that the coverage shall be primary coverage as to such additional insured. The AIE will list insured's business name, policy number and effective dates.

## SECTION 15. INDEMNITY

A. Operator (the "Indemnifying Party") agrees to pay and shall indemnify, defend and hold City, including any person at any time serving as an official, officer, employee, volunteer, attorney, or agent of the City, (any such person is hereinafter referred to as an "Indemnified Party" and collectively as "Indemnified Parties") harmless from and against any and all claims, liabilities, fines, losses, damages, costs, expenses, including attorneys' fees and/or costs, litigation and court costs, amounts paid in settlement, and amounts paid to discharge defendants, suits and judgments of any kind whatsoever, whether in contract, tort or strict liability, brought, claimed or rendered against any Indemnified Party (collectively, "Claims"), including, but not limited to, claims, liabilities, fines, losses, damages, costs, expenses, suits and judgments arising out of or in connection with this Agreement, regardless of responsibility

for negligence. Provided, however, that such indemnification of the Indemnified Parties by Operator shall not include indemnification of any Indemnified Party for liabilities caused by the sole active negligence or willful misconduct of such Indemnified Party.

B. The obligations of Operator pursuant to this Section shall survive termination or expiration of this Agreement.

## **SECTION 16. INSPECTIONS**

A. Tow Truck Inspections:

1. **ANNUAL INSPECTIONS:** City shall have the right to inspect all Tow Trucks annually. Annual inspections will be conducted by Assigned Traffic Personnel in coordination with CHP inspections. Tow Trucks shall pass Level One inspections with California Highway Patrol (CHP 407F, Safetynet Driver/Vehicle Inspection Report) prior to a Department inspection. All of the equipment listed on Attachment A shall be on the truck during the inspection.

2. **OTHER INSPECTIONS:** At the written request of Operator, City will inspect a Tow Truck within seven (7) calendar days of the request unless sooner inspection is warranted. The Assigned Traffic Personnel may conduct additional inspections without notice to Operator during Business Hours.

3. City will conduct no more than one reinspection of Tow Trucks that fail inspection. Operator will be provided written notification of inspection failure. Operator may thereafter request a determination meeting with Assigned Traffic Personnel. Operator shall not dispatch a Tow Truck that has not passed inspection.

B. Business Site Inspections:

1. City may inspect the storage facility at any time during normal Business Hours without notice to Operator. Failure to maintain the facility at an acceptable level of cleanliness or safety may result in the suspension or termination of this Agreement by City.

2. Lien sale records of vehicles towed or stored under this Agreement shall be available to City for review. No lien sale fee may be charged when any vehicle is released prior to 72 hours. Lien sale fees shall comply with California Vehicle Code section 22851.12.

3. Operator shall also maintain all records of tow services, including a description of vehicles towed, time, location of calls, and total itemized costs of towing and storage. City may inspect, without notice, Operator's records during Business Hours. Records shall be maintained and available for inspection for a period of four (4) years from the date of the service provided.

## **SECTION 17. FINANCIAL INTEREST/SALE OF BUSINESS**

A. Operator may not hold a financial interest in the business of any other Franchisee. A financial interest includes ownership, membership or management in the other business or common ownership or use of any of its property, tow trucks or equipment.



B. The sale and/or transfer of assets in Operator's business shall immediately terminate this Agreement unless otherwise agreed in writing by City.

**SECTION 18. ANNUAL MEETINGS**

City will conduct an annual mandatory meeting with Operator to discuss the Agreement. City will give Operator thirty (30) days written notice of the meeting. If Operator fails to attend the annual meeting, Operator may be suspended from the Rotation Tow List.

**SECTION 19. COMPLIANCE WITH LAW**

A. Operator shall at all times comply with Federal, State, and local laws and ordinances.

B. Operator, and its agents and employees, may not accept gifts or gratuities in connection with the provision of services hereunder.

**SECTION 20. COMPLIANCE WITH FRANCHISE AGREEMENT**

A. Operator shall comply with each and every term and condition of this Agreement. Failure by Operator or its employees to comply with the terms and conditions of this Agreement, including but not limited to any violation of equipment requirements, safe loading requirements or matters related to safety, as well as overcharging or failure to maintain proper licenses may be cause for suspension or termination of this Agreement by City. Any conduct endangering the public or bringing discredit on City will also be a basis for suspension or termination of this Agreement by City, in City's reasonable discretion.

B. All service complaints initiated or received by City against Operator or its employee(s) will be accepted and investigated in a fair and impartial manner. Operator will promptly assist and cooperate with the investigation. Upon City's determination that Operator or its employees are in violation of this Agreement, City may take appropriate action.

**SECTION 21. DETERMINATION MEETING**

Operator may request a meeting in writing within three (3) business days of receipt of any notice of action taken by City. The request must be received by City within three (3) business days of receipt of the notice. The Assigned Traffic Personnel shall set a meeting within ten (10) business days from receipt of the request. Each party shall be allowed to present information to the Assigned Traffic Personnel regarding the appropriateness of the action taken by City.

**SECTION 22. TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE**

A. This Agreement terminates on August 31, 2015, unless sooner terminated by City as provided herein. The City may, in its discretion, extend this Agreement annually for up to three successive one year terms upon written notice to Operator.

B. City shall have the right to terminate this Agreement for convenience upon not less than ninety (90) days written notice to Operator.

**SECTION 23. EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS**

Attachment A contains a listing of Tow Truck equipment specifications and requirements applicable to all Operators. Attachment B contains approved additional storage facilities of Operator. Attachment C contains negotiated vehicle cost criteria. Attachments A, B and C are incorporated herein as though set forth in full.

**SECTION 24. NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City:

Michael R. Numainville  
Sergeant  
Traffic Bureau  
Santa Rosa Police Department  
965 Sonoma Avenue  
Santa Rosa, CA 95404

Operator:

Amanda Cream  
dba: All Star Towing  
369B Todd Road  
Santa Rosa, CA 95407  
(707) 585-1357

Any notice given as provided here will be deemed given the business day after the notice is mailed to either of the persons listed above.

**SECTION 25. INDEPENDENT CONTRACTOR**

The parties intend that Operator, in performing services herein specified, shall act as an independent contractor and shall have control of its services and the manner in which the services are performed. Operator shall be free to contract for similar services to be performed for other parties while under this Agreement with City. Operator is not considered to be an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.

**SECTION 26. ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the parties.

**SECTION 27. MODIFICATION**

This Agreement shall not be modified except in writing executed by all parties.

**SECTION 28. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

A. Operator hereby represents and warrants to City that it (a) is a duly organized and validly existing sole proprietorship, formed and in good standing under the laws of the State of

California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Operator hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Operator in accordance with the terms hereof.

B. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

C. City of Santa Rosa and Operator have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Operator:

All Star Towing  
[Insert legal name and entity as applicable]

By Ad C  
Name Amanda Cream  
Title Owner

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

City Business Tax # 73574

Taxpayer # 27-3397708

CITY OF SANTA ROSA  
A Municipal Corporation

By [Signature]  
Name \_\_\_\_\_

Chief of Police

APPROVED AS TO FORM  
City Attorney

By [Signature]

ATTACHMENT A

1. REQUIREMENTS FOR ALL CLASSES

A. CALIFORNIA VEHICLE CODE REQUIREMENTS

Current Registration 4000 CVC  
Headlights 24400 CVC  
Beam Indicator 24408 CVC  
Tail Lamps 24600 CVC  
License Plate Lamp 24601 CVC  
Stop Lamps 24603 CVC  
Extension Lights 24605 CVC  
Backup Lamps (1969+) 24606 CVC  
Reflectors, Rear 24607 CVC  
Reflectors, Front and Side (1968+) 24608 CVC  
Turn Signals 24951 CVC  
Clearance Lamps (>80" Wide) 25100 CVC  
Amber Warning Lights 25253 CVC  
Warning Devices (Reflectors) 25300 CVC  
Service Brakes 26311 CVC  
Parking Brake 26451 CVC  
Windshield 26700 CVC  
Windshield Wipers 26706 CVC  
Mirrors 26709 CVC  
Horn 27000 CVC  
Exhaust System 27150 CVC  
Fuel Cap 27155 CVC  
Tire Tread 27465 CVC  
Fenders/Mud Guards 27600 CVC  
Broom 27700 CVC  
Shovel 27700 CVC  
Fire Extinguisher 4B, C Rating 27700 CVC  
Safety Chains 29004 CVC  
Signs 27907 CVC

B. SERVICE AND OTHER EQUIPMENT

Flashlight  
Wrecking Bar (Large Pry Bar)  
Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.  
Trash Cans & Absorbent  
Shop Rags or Paper Towels  
Shop to Truck Communications (Cell phones / 2-way radio)  
Fuel in Approved Containers (Classes A and B)  
Booster Battery or Hot Box

- Hydraulic Jack
- Tire Changing Equipment
- Rubber Mallet / Hub Cap Tool (Classes A and B)
- Lockout Tools (Classes A and B)
- Motorcycle Straps (Class A)
- Sledge Hammer
- Tool Kit
- Reflective Safety Attire

C. TOWING EQUIPMENT

- Manufacturer Rating Plates
- Controls Labeled
- Wrecker Boom Assembly
- Wheel Lift Assembly
- Body and Towing Equipment Mounting Bolts
- Wrecker Controls
- Throttle Control
- Hydraulic Rams, Hoses, Valves
- Cable Sheaves
- Recovery Chain

D. WHEEL LIFT

- Pivot Pin
- Wheel Lift Tie Down Safety Straps or Chains
- "L" Arms
- Claw

E. CONVENTIONAL

- Tow Sling Assembly (Check for bent inner tubes)
- Sling Pads

F. CAR CARRIER

- Carrier Bed Frame
- Bed Hinges
- Loading Bridle
- Bed Safety Lock
- Slide Pads

2. TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

A. CLASS A

Minimum 14,000 Pound GVWR Chassis  
4-Ton Boom Rating  
One 4-Ton Snatch Block  
Tow Dolly (with wheel tie down straps)  
Steering Wheel Securement Device  
100' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Tow Sling "Minimum" 3,000 Pounds (if equipped)  
Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks  
Two (2) Safety Chains 5/16" Alloy or OEM Specifications  
Wheel Lift Rating - Extended 3,000 Pounds  
Two (2) Crossbeams, (1) 4"x 4"x 60" and (1) 4"x 4"x 48"(Minimum)

B. CLASS A CAR CARRIER

Minimum 14,000 Pound GVWR Chassis  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Loading Bridle with J/T Hooks  
4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets  
Adequate Crossbeams or Ramping Material

C. CLASS A CAR CARRIER TWO VEHICLE

Minimum 19,501 Pound GVWR Chassis  
Loading Bridle with J/T Hooks  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Alloy/OEM Spec & Wheel Straps - Towed Vehicle  
4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets  
2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed

Vehicle

Adequate Crossbeams or Ramping Material

D. CLASS B

Minimum 33,000 Pound GVWR Chassis  
16-Ton Boom Rating  
150' 7/16" 6 x 19 Wire Rope or OEM Specifications  
Safety Chains 1/2" Alloy or OEM Specifications  
Two 8-Ton Snatch Blocks  
Air Brakes or Hydraulic W/Air Hookup Package  
Air Hoses and Fittings  
Steering Wheel Securement Device  
Axle Covers/Caps  
Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)  
Two (2) - 4"x6"x48" Crossbeams (minimum)  
Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks  
Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds

Extended

Under Lift/Fork Adapters w/Tie-Down Straps or Chains  
Safety Tie-Down Chains and Binders  
Aluminum Tow Angles (Minimum 2)

E. CLASS B CAR CARRIER

Minimum 33,000 Pound GVWR Chassis  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Loading Bridle with J/T Hooks  
Steering Wheel Securement Device  
4 Safety Chains 5/16" Grade 70 or OEM Specifications  
2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed

Vehicle

Adequate Cross Beams or Ramping Material

F. CLASS C

Minimum 48,000 Pound GVWR Chassis  
25-Ton Boom Rating  
200' 5/8" 6 x 19 Wire Rope or OEM Specifications  
Two (2) Safety Chains 5/8" Alloy or OEM Specifications  
Two 12-Ton Snatch Blocks  
Air Brakes W/Air Hookup Package  
Air Hoses and Fittings  
Steering Wheel Securement Device  
Axle Covers/Caps  
Tow Chains 5/8" Grade 70 or OEM Specifications  
Two (2) 4"x 6"x 48" Crossbeams (Minimum)  
Pintle Hook  
Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended  
Under Lift/Fork Adapters w/Tie-Down Straps or Chains  
Aluminum Tow Angles (Minimum 2)  
Safety Tie-Down Chains and Binders  
Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)  
Tow Sling 12,000 Pound Rating (if equipped)

G. CLASS D

Minimum 52,000 Pound GVWR Chassis  
35-Ton Boom Rating  
250' 3/4" 6 x 19 Wire Rope or OEM Specifications  
Two (2) Safety Chains 5/8" Alloy or OEM Specifications  
Two 12-Ton Snatch Blocks  
Air Brakes W/Air Hookup Package  
Air Hoses and Fittings

Steering Wheel Securement Device  
Axle Cover/Caps  
Tow Chains 5/8" Grade 70 or OEM Specifications  
Two (2) 4"x 6"x 48" Crossbeams (Minimum)  
Pintle Hook  
Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended  
Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)  
Aluminum Tow Angles (Minimum 2)  
Safety Tie-Down Chains and Binders  
Tow Sling with 20,000 Pound Rating (if equipped)  
Under Lift / Fork Adapters w/Tie-Down Straps or Chains

*MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex  
EE)*



**ATTACHMENT B**

I. Storage facilities locations approved for use under Tow Service Agreement:

A. 369B Todd Rd., Santa Rosa, CA 95407

B.

C.

D.

## ATTACHMENT C

### NEGOTIATED VEHICLE COST CRITERIA

#### 1. RECREATIONAL VEHICLES AND TRAILERS

- A. Travel trailers and fifth wheel trailers of a size larger than 17 feet in length.
- B. Motorized recreational vehicles:
  - 1. Class "A" vehicles - Motor homes of a size between 23 feet to 40 feet in length.
  - 2. Class "C" vehicles - Cab-over mini motor homes of a size between 18 feet to 35 feet in length.

NOTE: This classification does not include a truck with camper or van conversions.

#### 2. PASSENGER BUSES AND BUS CONVERSIONS

Vehicles of a size larger than 30 feet in length.

#### 3. LARGE COMMERCIAL TRUCKS AND SEMI-TRUCK TRAILERS

Examples may include large moving vans, dump trucks, etc.

Aug 27, 2013

RESOLUTION NO. 28337

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA GRANTING VEHICLE TOW FRANCHISES AND AUTHORIZING FRANCHISE AGREEMENTS WITH VARIOUS TOW VENDORS

WHEREAS, on July 20, 2004, the City of Santa Rosa adopted Chapter 6-84 of the Santa Rosa City Code authorizing the City Council to grant franchises to one or more tow operators for police generated tow services; and

WHEREAS, City granted various franchises and entered into Franchise Agreements for Vehicle Tow Services pursuant to Chapter 6-84 with several franchisees that will expire on August 31, 2013; and

WHEREAS, City would like to grant new franchises to the entities listed on the attached Tow Vendor List.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa grants tow franchises to the tow vendors named on the Tow Vendor List, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Council authorizes agreements with the tow vendors on the Tow Vendor List in substantially the same form as the Franchise Agreement for Vehicle Tow Services, attached hereto as Exhibit B, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Council authorizes the Chief of Police or designee to approve amendments to the Franchise Agreements, subject to requirements of Chapter 6-84 of the Santa Rosa City Code.

BE IT FURTHER RESOLVED that a tow franchise to Larry James Hartwick doing business as Express Towing is denied.

BE IT FURTHER RESOLVED that the grant and denial of the franchises herein are deemed to be in the public's interest.

BE IT FURTHER RESOLVED that Exhibit A and Exhibit B are made a part of this Resolution.

IN COUNCIL DULY PASSED this 27<sup>th</sup> day of August, 2013.

AYES: (7) Mayor Bartley, Vice Mayor Carlstrom, Council Members Combs, Olivares, Ours, Swinfi, Wysocky

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST: *Smith. Agui*  
City Clerk

APPROVED: *David P. Bartley*  
Mayor

APPROVED AS TO FORM:  
*Caroline R. Jones*  
City Attorney

Attachments: Exhibit A - Tow Vendor List  
Exhibit B - Franchise Agreement for Vehicle Tow Services

**EXHIBIT A**

**Proposed Tow Vendor List for  
Franchise Agreement for Vehicle Tow Services  
2013-2014**

**Amanda Cream doing business as All Star Towing**  
369B Todd Road, Santa Rosa, CA 95407 (707) 585-1357

**Stephen W. Young doing business as Art's Towing Service**  
512 Roseland Avenue, Santa Rosa, CA 95407 (707) 544-2449

**Cream's Dismantling, Inc. doing business as Cream's Towing**  
3971 Santa Rosa Avenue, Santa Rosa, CA 95407 (707) 588-9296

**Empire Towing Service, Inc.**  
121 Chestnut Street, Santa Rosa, CA 95401 (707) 571-8096

**Crozat Investment Corp. doing business as G & C Towing**  
251 Bellevue Avenue, Santa Rosa, CA 95407 (707) 547-2364

**Phuc Tran doing business as Performance Auto and Tow, Inc.**  
2151 Santa Rosa Avenue, CA 95403 (707) 546-9023

**BJES Enterprises, Inc. doing business as Santa Rosa Towing**  
3575 Airway Drive, Santa Rosa, CA 95403 (707) 542-1600

**Yarbrough Bros. Towing, Inc.**  
4291 Santa Rosa Avenue, CA 95407 (707) 584-5000

EXHIBIT B

FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT  
AND

[\_\_\_\_\_]

City Agreement Number \_\_\_\_\_

Dated \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

ALLSTAR-CL ILICHAU

DATE (MM/DD/YYYY)  
8/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402	<b>CONTACT NAME:</b> PHONE (A/C No. Exp): (707) 525-4150      FAX (A/C No.): (707) 525-4175 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: <b>Acceptance Insurance Company</b> <span style="float: right;"><b>REVIEWED</b></span> INSURER B: <b>State Compensation Insurance Fund</b> <span style="float: right;">NAIC # 35076</span> INSURER C: <b>OCT 02 2014</b> INSURER D: INSURER E: <b>CITY OF SANTA ROSA</b> INSURER F:
<b>INSURED</b>  All Star Towing, LLC 388 Todd Rd., Ste. B Santa Rosa, CA 95407	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	INSUR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability		X		CG00103896	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included OTHER:
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS (Uninsured Motorist) <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X		CG00103896	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMI \$ 50,000
	UMBRELLA LIAB EXCESS LIAB COED RETENTION \$							<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
H	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	1953353-14	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garage & Dealers				CG00103696	09/01/2014	09/01/2015	Garagekeepers Legal 100,000
A	Garage & Dealers				CG00103696	09/01/2014	09/01/2015	On Hook/Cargo 120,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Work performed by the Named Insured on behalf of the City of Santa Rosa  
 City of Santa Rosa, its officers, agents and employees are included as additional insured per FM 01 85 03 08.

<b>CERTIFICATE HOLDER</b>  City of Santa Rosa: Police Department Traffic Bureau 965 Sonoma Ave Santa Rosa, CA 95404-4303	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

POLICY HOLDER: All Star Towing, LLC  
POLICY NUMBER: CG00103596

TERM: 9/1/2014 to 9/1/2015

FM 01 85 03 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INTEREST ENDORSEMENT**

It is agreed that such insurance as is afforded by the policy for Liability coverages shall also apply with respect to each interest hereinafter named, as an insured, but such inclusion of additional interest or interests shall not operate to increase the limits of the company's liability.

**ADDITIONAL INTEREST(S)**

Name: **City of Santa Rosa, its Officers, Agents & Employees**  
Address: **Santa Rosa Police Dept Traffic Bureau, 865 Sonoma Avenue**  
**Santa Rosa CA 95404**

All other terms and conditions of this policy remain unchanged.





# CERTIFICATE OF LIABILITY INSURANCE

ALLSTAR-CL ILICHAU

DATE (MM/DD/YYYY)

8/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George Patarsen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402	CONTACT NAME:	INSURER(S) AFFORDING COVERAGE	NAIC #
	PHONE (A/C No. Ext): (707) 525-4150	INSURER A: Acceptance Insurance Company	
	FAX (A/C No.): (707) 525-4175	INSURER B: State Compensation Insurance Fund	38078
	E-MAIL ADDRESS:	INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER:	X	CG00103596	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Unlicensed Motorist	X	CG00103596	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UIM \$ 50,000
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe Under DESCRIPTION OF OPERATIONS below	Y/N N/A	198363-14	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garage & Dealers		CG00103596	09/01/2014	09/01/2015	GarageKeepers Legal 100,000
A	Garage & Dealers		CG00103596	09/01/2014	09/01/2015	On Hook/Cargo 120,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 01, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Work performed by the Named Insured on behalf of the City of Santa Rosa  
 City of Santa Rosa, its officers, agents and employees are included as additional insured per FM 01 85 03 08.

<b>CERTIFICATE HOLDER</b>  City of Santa Rosa: Police Department Traffic Bureau 968 Sonoma Ave Santa Rosa, CA 95404-4803	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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POLICY HOLDER: All Star Towing, LLC  
POLICY NUMBER: CG00103598

TERM: 9/1/2014 to 9/1/2015

FM 01 85 03 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INTEREST ENDORSEMENT**

It is agreed that such insurance as is afforded by the policy for Liability coverages shall also apply with respect to each interest hereinafter named, as an insured, but such inclusion of additional interest or interests shall not operate to increase the limits of the company's liability.

#### **ADDITIONAL INTEREST(S)**

Name: City of Santa Rosa, its Officers, Agents & Employees  
Address: Santa Rosa Police Dept Traffic Bureau, 966 Sonoma Avenue  
Santa Rosa CA 95404

All other terms and conditions of this policy remain unchanged.

**FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT  
AND  
CREAM'S TOWING**

**City Agreement Number 28337**

**Dated 8/27/2013**

TABLE OF CONTENTS

RECITALS .....	1
DEFINITIONS .....	2
ROTATION LIST .....	3
OPERATOR OBLIGATIONS .....	4
TOW TRUCK CLASSIFICATIONS .....	5
GENERAL EQUIPMENT SPECIFICATIONS .....	6
TOW TRUCK DRIVERS .....	6
COMPLIANCE WITH FRANCHISE AWARD .....	8
FRANCHISE FEES .....	8
FRANCHISE FEE PAYMENT .....	8
MISCELLANEOUS SERVICES .....	9
RATES .....	9
RESPONSE TO CALLS .....	10
STORAGE FACILITY .....	11
INSURANCE .....	12
INDEMNITY .....	13
INSPECTIONS .....	14
FINANCIAL INTEREST/SALE OF BUSINESS .....	14
ANNUAL MEETINGS .....	15
COMPLIANCE WITH LAW .....	15
COMPLIANCE WITH FRANCHISE AGREEMENT .....	15
DETERMINATION MEETING .....	15
TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE .....	15
EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS .....	16
NOTICES .....	16
INDEPENDENT CONTRACTOR .....	16
ENTIRE AGREEMENT .....	16
MODIFICATION .....	16
AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS .....	16
ATTACHMENT A .....	1-A
ATTACHMENT B .....	1-B
ATTACHMENT C .....	1-C

## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27<sup>th</sup> day of August, 2013, by and between the City of Santa Rosa ("City"), acting by and through the Santa Rosa Police Department ("Department"), and Cream's Dismantling, Inc., dba: Cream's Towing, a California corporation ("Operator").

### RECITALS

A. City requires tow services in the exercise of its police powers as necessary or appropriate for the general welfare of its citizens.

B. City has adopted Chapter 6-84 of the Santa Rosa City Code requiring tow operators to enter into franchise agreements for police generated tow operations.

C. Operator desires to obtain a non-exclusive franchise permitting Operator to provide tow services generated by the Department on a rotational basis with other tow franchisees.

D. Operator also desires to provide miscellaneous on call tow services to the City that are not expressly included in the scope of the tow franchise.

E. City and Operator have negotiated the terms pursuant to which Operator will operate the franchise and provide such miscellaneous services to the City and have herein reduced such terms to writing.

## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Operator hereby agree as follows:

### SECTION 1. DEFINITIONS

The terms defined below shall for all purposes hereof have the meanings ascribed to them herein, unless the context clearly requires some other meaning. Other terms shall have the meanings given to them herein. Words not defined herein shall be given their common and ordinary meaning.

**"After Hours"** means weekdays between 5:00 p.m. and 8:00 a.m. and all weekends and Holidays.

**"Assigned Traffic Personnel"** means the traffic sergeant or the sergeant's designee.

**"Business Hours"** means weekdays from 8 a.m. through 5 p.m., excluding weekends and Holidays.

**"Department"** means the Santa Rosa Police Department and the Santa Rosa Police Department Communication Center.

**"Franchisee"** means a tow truck operator awarded a non-exclusive tow franchise pursuant to a franchise agreement with the City.

**"Holiday"** means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

**"Impounded Vehicle"** means a vehicle seized and held by a law enforcement agency.

**"Interested Party"** means a registered vehicle owner or the owner's legally authorized agent.

**"Load Salvage Operation"** means any operation of Class B, C or D Tow Trucks involving the recovery of a load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

**"Operator"** means Operator and Operator's managers.

**"Possession"** of a vehicle arises when the vehicle is removed and is in transit, or when a Vehicle Recovery Operation or Load Salvage Operation has begun.

**"Personal Property"** means property that is not attached to the vehicle.

**"Response Time"** means the amount of time from the time the call was placed to Operator by the Department to the time of arrival at the point of destination.

**"Rotation Tow List"** means a list of Franchisees maintained by the City.

"Time of Call to End of Service" means the amount of time from the time the call was placed to Operator by the Department until the estimated time of return to Operator's place of business or the completion of the call.

"Tow Truck" has the same meaning as that assigned to it in California Vehicle Code section 615.

"Vehicle Recovery Operation" means an operation involving the process of up righting an overturned vehicle that requires the use of auxiliary equipment due to the size or location of the vehicle and which is normally limited to operations requiring Class B, C or D Tow Trucks.

## **SECTION 2. ROTATION TOW LIST**

A. The City will use a Rotation Tow List to request Franchisees to tow vehicles in the order in which the Franchisees appear on the list. The list will not exceed ten Franchisees at any one time. Operator will be placed on the Rotation Tow List upon execution of this Agreement by City and Operator.

B. A call to a Franchisee shall constitute one turn on the list and that Franchisee will then be moved to the bottom of the list. City will call the next Franchisee on the list when the prior Franchisee: 1) fails to answer the telephone; 2) cannot or refuses to respond; or 3) is canceled due to excessive Response Time.

C. OPERATOR agrees to all rotation tows, when called by the Department for service at anytime during a 24 hour period.

D. Operator will be removed from the Rotation Tow List for two rotation cycles if Operator refuses or fails to respond to a call for service. If Operator fails to respond to calls for service on more than three occasions within a 30 day period, the City may suspend Operator's services or terminate this Agreement.

E. If Operator is unable to provide storage space in response to a call for service, it will be removed from the Rotation Tow List for 24 hours or until storage space is made available, whichever is greater.

F. Operator may not impose any fees or charges on any party where City or an Interested Party cancels a call for service prior to Possession. In such cases, City will place Operator on the top of the Rotation Tow List.

G. Where Possession has begun in response to a Department call and is canceled by an Interested Party, charges to the Interested Party shall not exceed one half of the regular towing charge for the call for service.

H. If two or more Franchisees are called to a scene, Operator agrees that Department employee in charge of the incident has the discretion to assign Franchisees to particular vehicles to be moved or towed. Where Operator is directed to move vehicles to clear a road or protect lives, Operator shall provide the requested assistance at no charge to City and City will place Operator on the top of the Rotation Tow List.

I. Nothing in this Agreement shall prohibit the Department employee in charge of the incident from requesting a Franchisee that is not at the top of the Rotation Tow List when

reasonably required under the circumstances. In such cases, the Franchisee will be placed at the bottom of the Rotation Tow List unless the call for service is canceled, whereupon Franchisee will maintain its place on the list.

### **SECTION 3. OPERATOR OBLIGATIONS**

A. Operator agrees that City shall have the right to conduct a background investigation of Operator and to request and receive summary criminal history information regarding Operator from the California Department of Justice and Federal Bureau of Investigation as pursuant to California Vehicle Code section 2432.3. Upon request by City, Operator agrees to provide all information needed to obtain this information, including Operator's fingerprints. Operator agrees that Operator shall pay the cost of fingerprinting and processing the request for summary criminal information. Operator further agrees that every agent and employee of Operator who will provide services under this Agreement shall successfully undergo a background investigation before providing or continuing any services hereunder.

B. Operator shall notify City of any arrest and/or conviction of Operator or Operator employee, prior to the beginning of the next work shift of that person. The failure to make this notification will be cause for suspension of Operator's services or termination of this Agreement by City.

C. Assigned Traffic Personnel shall be notified immediately by Operator upon a Tow Truck driver's separation from employment with Operator.

D. Operator shall require that all Tow Truck drivers providing services under this Agreement participate in a controlled substance and alcohol testing ("CSAT") program prior to the provision of services.

1. Tow Truck 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. Tow Truck drivers not required to possess Class A, Class B, or commercial Class C licenses shall be enrolled in a CSAT program substantially similar to the requirements in subsection 1 above.

3. Operator shall ensure selection pools for commercial and non-commercial licensed drivers are maintained separately.

4. A Tow Truck driver possessing a non-commercial driver's license who has a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

E. Operator and Tow Truck drivers shall be enrolled in the Employer Pull Notice ("EPN") Program with the California Department of Motor Vehicles. Operator shall provide to City a current list of drivers and a copy of the current EPN Program report, or in the case of a newly hired Tow Truck driver, proof of enrollment in the EPN Program.

1. Operator shall enroll new drivers in the EPN Program within 30 days of hire.

2. Pull notices shall be kept on file, signed, and dated by Operator.



F. Operator shall notify City immediately upon notification of any sanctions against Operator or its termination from any law enforcement agency rotation. Failure to make this notification will be cause for suspension of services or termination of this Agreement by City.

G. Operator shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to City during the Franchise Agreement for Vehicle Tow Services enrollment period. The expiration of Operator's MCP permit and/or suspension of the MCP, pursuant to California Vehicle Code section 34623, shall result in the immediate suspension of services or termination of this Agreement by City.

H. Operator shall ensure all Tow Truck drivers comply with Title 13, sections 1212 through 1218 of the California Code of Regulations, including Section 1213 pertaining to drivers' duty records.

#### **SECTION 4. TOW TRUCK CLASSIFICATIONS**

A. Operator shall equip and maintain Tow Trucks in accordance with the requirements set forth in Attachment A, and in a manner consistent with industry standards and practices. Operator shall equip and maintain a minimum of two trucks and one car carrier in Classes A, B, C or D. These trucks shall be equipped to tow car trailers and boat trailers.

B. All Vehicle Recovery Operation vehicles shall have recovery, wheel lift, and an extendable/retractable boom meeting the specifications herein.

1. Class D Tow Trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.

2. A Class B Tow Truck with a 14-ton boom rating, that has been previously inspected and approved by the City and owned by Operator since January, 2009, may remain on rotation, subject to approval following annual inspections.

3. Car carriers are exempt 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 manufacturer's gross vehicle weight rating (GVWR) and/or safe loading requirements of a Tow Truck may be cause for immediate suspension of services by City. Violations include exceeding the Tow Truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, and not maintaining 50 percent of the Tow Truck's unladen front axle weight on the front axle when towing.

D. There are four (4) classes of Tow Trucks that may be used to provide services under this Agreement.

1. Class A - Light Duty. Operator shall maintain a minimum of one Tow Truck with a manufacturer's GVWR of at least 14,000 pounds. Class A 4-wheel drive Tow Trucks with a GVWR of less than 14,000 pounds shall be used only for recoveries requiring the use of 4-wheel drive.

2. Class B - Medium Duty. Operator shall maintain at least one Tow Truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and tractor protection valve or device, and be capable of providing and maintaining air to towed vehicles.

3. Class C - Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles.

4. Class D - Super Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles, except where the truck is used exclusively for salvage and recovery operations.

## **SECTION 5. 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 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 recovery equipment shall 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) of the equipment.

D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

## **SECTION 6. TOW TRUCK DRIVERS**

A. All of Operator's Tow Truck drivers shall attend and pass a certified tow truck driver training course meeting the requirements of the California Highway Patrol. Each certified Tow Truck driver shall maintain a current and valid certificate. Operator shall ensure that Tow Truck drivers performing services under this Agreement are qualified and competent drivers. Tow Truck drivers shall be at least 18 years of age and possess the following minimum Class Driver's Licenses:

1. Class A Tow Truck - A valid Class C (3) license, or a valid Class A (1) license with valid medical certificate.
2. Class B Tow Truck - A valid Class A (1) license with valid medical certificate.
3. Class C Tow Truck - A valid Class A (1) license with valid medical certificate.
4. Class D Tow Truck - A valid Class A (1) license with valid medical certificate.

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

C. Operator shall maintain a current list of Tow Truck drivers and provide a current list to City. Operator shall notify City within seven days of the hiring of any new drivers.

D. Operator shall provide a copy of the Tow Truck drivers' training certificates to City within seven days of any hiring of new drivers.

E. Operator shall maintain the following information for each Tow Truck driver:

- Full Name
- Date of Birth
- California Driver's License Number
- Copy of valid medical certificate (if required)
- Job Title/Description
- Current Home Address
- Current Home Phone Number
- Types of trucks the driver is trained to operate
- A copy of the Tow Truck driver's training course certificate

F. Tow Truck drivers are not eligible to drive for the City until successfully completing a background investigation. However, drivers may operate in a "trainee" status with a certified driver pending the return of the results of the background investigation.

G. Any conviction of an employee of Operator 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 or misdemeanor driving under the influence of alcohol or drugs, moral turpitude, or a violation of Section 13377(a) of the California Vehicle Code may be cause for immediate removal of the employee by Department from the Tow Truck driver list. The refusal by Operator to promptly remove any such employee, or a conviction for any of these offenses by Operator or a principal of Operator, may be cause for the suspension and/or termination of this Agreement by City.

H. UNIFORMS: Tow Truck drivers shall wear an identifiable uniform displaying Operator's name while engaged in City tow operations. A name identification badge shall be worn at all times while conducting tow operations. The badge must be officially issued by Santa Rosa Police Department with a photograph of the driver. If at any time an unauthorized driver is found to be operating a Tow Truck while providing services under this Agreement, Operator's services will be suspended by City for seven (7) days. All rotation Tow Truck drivers shall wear the federally mandated traffic safety vests or reflectorized uniform shirts while engaged in tow services.

I. **PERSONAL APPEARANCE:** Tow Truck drivers shall present a professional image, including good personal hygiene, clean, un-torn uniforms and no offensive or excessive body art or piercings.

J. **DEMEANOR AND CONDUCT:** While involved in City tow services or related business, Operator and its agents and employees shall refrain from all acts of misconduct including, but not limited to:

1. Rude or discourteous behavior;
2. Lack of service, selective service or refusal to provide service which can be performed;
3. Any act of moral turpitude, sexual harassment or sexual impropriety;
4. Unsafe driving practices;
5. Exhibiting any objective symptoms of alcohol or drug use.

K. If Operator or employee of Operator displays any signs of impairment (alcohol, prescription or illegal drugs) at the scene of a call for service, Operator or employee of Operator agrees to preliminary screening by law enforcement. Operator or employee of Operator who refuses to submit to preliminary testing may be removed from the Rotational Tow List or may result in the suspension of services or termination of this Agreement by City.

#### **SECTION 7. COMPLIANCE WITH FRANCHISE AWARD**

In executing this Agreement, Operator agrees to and shall abide by all requirements of Santa Rosa City Code Chapter 6-84 as the same may be amended from time to time.

#### **SECTION 8. FRANCHISE FEES**

Operator shall pay to City any franchise fee established by City. However, in the event City establishes or increases an established franchise fee during the term of this Agreement, Operator may, notwithstanding any other provisions of this Agreement, unilaterally terminate this Agreement and forfeit the granted franchise upon giving City thirty (30) days written notice of termination. In such case, Operator shall only be responsible for the proportion of the franchise fee due prior to termination.

#### **SECTION 9. FRANCHISE FEE PAYMENT**

A. On or before September 1 of each year, Operator shall pay to City the annual franchise fee for the forthcoming year. The fee shall be set in accordance with the provisions of Santa Rosa City Code Chapter 6-84 and by resolution of the City Council. The fee per operator shall be determined by dividing the total franchise fee established by City Council by the total number of Franchisees.

B. City will send Operator an invoice specifying the franchise fee on or before August 1 of each year. The fee shall be due and payable within thirty (30) days of receipt by Operator.

C. Failure to remit the franchise fee to City when due shall result in the imposition of a late fee of two-percent (2%) per month until paid. If Operator fails to pay the franchise fee for more than (90) ninety days after the due date, City shall have the option to terminate this Agreement or remove Operator from the Rotation Tow List until the franchise fee is paid.

D. Operator shall pay all required franchise fees to:

City of Santa Rosa  
Finance Department  
P.O. Box 1673  
Santa Rosa, CA 95402

**SECTION 10. MISCELLANEOUS SERVICES**

Operator agrees to provide miscellaneous services upon the Department's request that are not included in the scope of the services provided under the franchise. Such services may include towing of vehicles requested by different divisions within the Department, such as calls for lock-outs or undercover operations. The City agrees to pay for approved services by Operator at the rate of \$130.00 per hour. The total compensation payable to Operator for the services provided under this Section shall not exceed the sum of \$5,000.00. The City's Chief Financial Officer is authorized to pay all proper claims under this Section from Charge Number 170902-5321.

**SECTION 11. RATES**

A. Fees charged for all tow service calls originating from the Department shall be reasonable, valid and not in excess of the rates established by City. These rates are as follows:

\$200.00	Hourly Rate
\$55.00/day	Inside Storage Rate
\$55.00/day	Outside Storage Rate

B. Rate requirements represent the maximum Operator may charge on a City call. Operator is not precluded from charging less when deemed appropriate by Operator.

C. Operator shall refund any charges in excess of the rates established in Section 11 A upon demand by City.

D. Operator may only request rate changes during the enrollment period or at the annual mandatory meeting. The Assigned Traffic Personnel shall then review the rates based upon charges for similar services, rates adopted by other public agencies, and rates of other tow operators.

E. Charges for towing calls shall be computed from Time of Call to End of Service and charged at the established hourly rate for a minimum period of one hour. All time spent on a call in excess of one hour shall be charged in fifteen-minute increments. Operator may not impose any additional charges, such as mileage, labor, etc.

1. Any secondary towing requested by an Interested Party, such as towing from Operator's storage to a different location, is subject to negotiation between Operator and the Interested Party.

F. Fees for special services

1. Upon completion of any special services using Class B, C, or D Tow Trucks for Vehicle Recovery Operations or Load Salvage Operations, Operator shall submit the Interested Party's invoice to the Assigned Traffic Personnel for approval.

a. Hourly rates for special services shall be approved with the Assigned Traffic Personnel. Charges in excess of thirty minutes shall be charged in fifteen-minute increments. Fees shall be reasonable and consistent with industry standards for similar services, such as recovery of a vehicle hauling load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

b. Regardless of the class of Tow Truck, charges shall not be more than the class of vehicle towed or serviced, except when Vehicle Recovery Operations require a larger class of truck.

c. Hourly rates shall be approved by Assigned Traffic Personnel for auxiliary or contracted equipment, e.g. airbags, converter gear/dolly, additional trailer and contracted labor.

G. Charges for After-Hours release of a vehicle or Personal Property shall not exceed one-half of established hourly rate.

H. STORAGE FEES: Operator shall display a sign in plain view at all cashiers' stations, as described in California Civil Code section 3070, disclosing all storage fees and charges in effect, including the maximum storage rate.

I. Owners of vehicles stored 24 hours or less shall be charged no more than one day of storage pursuant to California Civil Code section 3068.1(a).

1. 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 portion thereof, pursuant to Section 3068.1(a).

2. Storage of vehicles in combination, such as a vehicle on a dolly, con-gear, vehicle carrier/trailer, etc, being towed by a vehicle, should be charged per vehicle, excluding the carrier, etc.

J. The schedule of rates charged by Operator shall be available in the Tow Truck and shall be presented upon demand to person(s) for whom the services are provided, or the law enforcement officer at the scene.

**SECTION 12. RESPONSE TO CALLS**

A. Operator agrees to timely respond to calls for service when called by City.

B. Assigned Traffic Personnel will approve rates payable to Operator for the removal and disposition of larger vehicles, as outlined in Attachment C, on a case by case basis. When these vehicles are not being towed for Vehicle Code sections 22669(a) or 22669(d), and Operator has the appropriate equipment to tow the vehicle, Operator shall tow vehicle in

question. The disposal of any garbage and hazardous materials in such vehicles is the responsibility of Operator.

C. Operator shall respond to calls for service from the Department 24 hours a day, seven days a week. Operator's Response Time shall not exceed thirty (30) minutes where the call for service occurs between the hours of 6:00 a.m. and 6:00 p.m. and shall not exceed forty (40) minutes with respect to all other calls. The failure to meet the maximum Response Time on three (3) or more occasions within a thirty (30) day period may result in suspension of Operator's services or termination of this Agreement by City.

D. At the time of a call for service, Operator shall advise the Department if Operator is unable either to respond or to meet the maximum Response Time.

E. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the Department.

F. Only an appropriately licensed driver shall respond with a properly equipped Tow Truck of the class required to tow the vehicle. Tow Truck driver shall have the license and applicable license endorsements in his/her possession.

G. Operator shall notify the Department at least 24 hours in advance when it will be unavailable to perform services hereunder, noting the times and dates of the unavailability.

H. Tow Truck drivers may not respond to calls accompanied by any individual not employed by Operator and may not respond with animals in their possession.

I. Operator will not intentionally arrive at a scene requiring a tow unless requested by Department.

J. All questions and disputes regarding the Rotation Tow List shall be referred in writing to the Assigned Traffic Personnel during Business Hours.

K. Operator shall remove or clean from the scene of the collision any liquid, glass, or debris from the scene, excluding flammable substances. Failure to do so will result in a request for Operator to return to the scene to complete the clean-up. Repeated complaints that Operator has failed to comply with this Section may result in suspension or termination of this Agreement by City.

### **SECTION 13. STORAGE FACILITY**

A. Operator's primary storage facility shall be located at Operator's business address. Any additional storage facilities identified in Attachment B may also be used by Operator. Operator shall provide prior notice of the use of a new or secondary storage facility for inspection and approval by City prior to use. There shall be no charge for any additional distance traveled to and from new or secondary locations.

B. Operator shall maintain an office at the listed business address. That office shall be staffed by an employee during Business Hours. Any change in the location of the office shall have the prior written approval of City.

C. Operator shall provide security for vehicles and Personal Property at all storage facilities. At a minimum, a permanent securely fenced or enclosed area of adequate size shall be provided for the proper storage of vehicles.

D. Storage facilities shared by Operator with other business establishments shall be physically separated and secured from one another.

E. Vehicles with open windows or roofs (excluding vehicles with major damages from collisions), shall be stored inside to protect the interior of the vehicles from adverse weather conditions. Where no inside storage is available, the vehicle shall be covered with a tarp. Operator is responsible for the care, custody, and control of any Personal Property in towed and stored vehicles.

1. Operator shall release Personal Property from a lien vehicle upon demand by the Interested Party pursuant to California Vehicle Code section 22851(b).

2. A receipt shall be provided to Interested Party by Operator for removed Personal Property and a copy placed in the stored vehicle. This procedure shall also apply to the removal of Personal Property by Operator to a secured area.

F. Business Hours shall be posted in plain view to the public.

G. Operator employees shall be trained to competently conduct business transactions related to towing, storage and the release of vehicles and property.

H. An Impounded Vehicle shall be released only upon written authorization from the Department.

1. In the event an Interested Party of an Impounded Vehicle signs over the title of the vehicle to Operator in lieu of towing and storage fees prior to the end of the thirty (30) day impound (14602.6 CVC impound), Operator shall keep the vehicle in impound for the remainder of the 30 days. At the end of the 30-day impound period, Operator will be required to obtain a "no fee" release from City in order to take full custody of the vehicle.

2. There shall be no fee charged for recovery of Personal Property from an Impounded Vehicle by the Department. The only fees that may be charged to a person authorized by the Department to obtain Personal Property from an Impounded Vehicle are After-Hours charges, if applicable.

I. A vehicle that is not impounded shall be released upon request of the Interested Party pursuant to California Vehicle Code section 22850.3. Operator shall advise the Interested Party of any and all related additional fees.

#### **SECTION 14. INSURANCE**

A. Operator shall maintain in full force and effect, all of the insurance coverage described in this Section. Maintenance of the insurance coverage as set forth in this Section is a material element of this Agreement and a material part of the consideration provided by Operator in exchange for City's agreement hereunder. Failure by Operator to (1) maintain or renew coverage, (2) provide City notice of any changes, modifications, or reductions in coverage, or



(3) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Operator, whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Operator to maintain required insurance coverage shall not excuse or alleviate Operator from any of its other duties or obligations under this Agreement. The following are the insurance requirements for this Agreement:

1. Business Automobile Liability (as required by California Vehicle Code section 16500.5) - Bodily injury and property damage with a combined single limit of not less than \$1 million. These minimum standards are to include owned, non-owned, and hired auto coverage.

2. Uninsured Motorist - Legal minimum, combined single limit, stated in writing on certificate.

3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the Tow Truck.

a.	Class A Tow Truck	\$ 50,000
b.	Class B Tow Truck	\$100,000
c.	Class C Tow Truck	\$200,000
d.	Class D Tow Truck	\$250,000

4. Garage liability includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.

5. Garage keeper's liability shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of Operator in the storage yard.

6. Workers' Compensation Insurance as required by the State of California and Employee's Liability Insurance of \$1 million.

7. Operator shall furnish City with a separate page titled Additional Insured Endorsement (AIE) as evidence that the insurance required is in effect. The certificate shall name the "City of Santa Rosa, its officers, agents, and employees" as additional insureds by endorsement under the policy and shall provide that the coverage shall be primary coverage as to such additional insured. The AIE will list Insured's business name, policy number and effective dates.

## SECTION 15. INDEMNITY

A. Operator (the "Indemnifying Party") agrees to pay and shall indemnify, defend and hold City, including any person at any time serving as an official, officer, employee, volunteer, attorney, or agent of the City, (any such person is hereinafter referred to as an "Indemnified Party" and collectively as "Indemnified Parties") harmless from and against any and all claims, liabilities, fines, losses, damages, costs, expenses, including attorneys' fees and/or costs, litigation and court costs, amounts paid in settlement, and amounts paid to discharge defendants, suits and judgments of any kind whatsoever, whether in contract, tort or strict liability, brought, claimed or rendered against any Indemnified Party (collectively, "Claims"), including, but not limited to, claims, liabilities, fines, losses, damages, costs, expenses, suits and judgments arising out of or in connection with this Agreement, regardless of responsibility

for negligence. Provided, however, that such indemnification of the Indemnified Parties by Operator shall not include indemnification of any Indemnified Party for liabilities caused by the sole active negligence or willful misconduct of such Indemnified Party.

B. The obligations of Operator pursuant to this Section shall survive termination or expiration of this Agreement.

## **SECTION 16. INSPECTIONS**

A. Tow Truck Inspections:

1. **ANNUAL INSPECTIONS:** City shall have the right to inspect all Tow Trucks annually. Annual inspections will be conducted by Assigned Traffic Personnel in coordination with CHP inspections. Tow Trucks shall pass Level One inspections with California Highway Patrol (CHP 407F, Safetynet Driver/Vehicle Inspection Report) prior to a Department inspection. All of the equipment listed on Attachment A shall be on the truck during the inspection.

2. **OTHER INSPECTIONS:** At the written request of Operator, City will inspect a Tow Truck within seven (7) calendar days of the request unless sooner inspection is warranted. The Assigned Traffic Personnel may conduct additional inspections without notice to Operator during Business Hours.

3. City will conduct no more than one reinspection of Tow Trucks that fail inspection. Operator will be provided written notification of inspection failure. Operator may thereafter request a determination meeting with Assigned Traffic Personnel. Operator shall not dispatch a Tow Truck that has not passed inspection.

B. Business Site Inspections:

1. City may inspect the storage facility at any time during normal Business Hours without notice to Operator. Failure to maintain the facility at an acceptable level of cleanliness or safety may result in the suspension or termination of this Agreement by City.

2. Lien sale records of vehicles towed or stored under this Agreement shall be available to City for review. No lien sale fee may be charged when any vehicle is released prior to 72 hours. Lien sale fees shall comply with California Vehicle Code section 22851.12.

3. Operator shall also maintain all records of tow services, including a description of vehicles towed, time, location of calls, and total itemized costs of towing and storage. City may inspect, without notice, Operator's records during Business Hours. Records shall be maintained and available for inspection for a period of four (4) years from the date of the service provided.

## **SECTION 17. FINANCIAL INTEREST/SALE OF BUSINESS**

A. Operator may not hold a financial interest in the business of any other Franchisee. A financial interest includes ownership, membership or management in the other business or common ownership or use of any of its property, tow trucks or equipment.

B. The sale and/or transfer of assets in Operator's business shall immediately terminate this Agreement unless otherwise agreed in writing by City.

**SECTION 18. ANNUAL MEETINGS**

City will conduct an annual mandatory meeting with Operator to discuss the Agreement. City will give Operator thirty (30) days written notice of the meeting. If Operator fails to attend the annual meeting, Operator may be suspended from the Rotation Tow List.

**SECTION 19. COMPLIANCE WITH LAW**

- A. Operator shall at all times comply with Federal, State, and local laws and ordinances.
- B. Operator, and its agents and employees, may not accept gifts or gratuities in connection with the provision of services hereunder.

**SECTION 20. COMPLIANCE WITH FRANCHISE AGREEMENT**

A. Operator shall comply with each and every term and condition of this Agreement. Failure by Operator or its employees to comply with the terms and conditions of this Agreement, including but not limited to any violation of equipment requirements, safe loading requirements or matters related to safety, as well as overcharging or failure to maintain proper licenses may be cause for suspension or termination of this Agreement by City. Any conduct endangering the public or bringing discredit on City will also be a basis for suspension or termination of this Agreement by City, in City's reasonable discretion.

B. All service complaints initiated or received by City against Operator or its employee(s) will be accepted and investigated in a fair and impartial manner. Operator will promptly assist and cooperate with the investigation. Upon City's determination that Operator or its employees are in violation of this Agreement, City may take appropriate action.

**SECTION 21. DETERMINATION MEETING**

Operator may request a meeting in writing within three (3) business days of receipt of any notice of action taken by City. The request must be received by City within three (3) business days of receipt of the notice. The Assigned Traffic Personnel shall set a meeting within ten (10) business days from receipt of the request. Each party shall be allowed to present information to the Assigned Traffic Personnel regarding the appropriateness of the action taken by City.

**SECTION 22. TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE**

A. This Agreement terminates on August 31, 2015, unless sooner terminated by City as provided herein. The City may, in its discretion, extend this Agreement annually for up to three successive one year terms upon written notice to Operator.

B. City shall have the right to terminate this Agreement for convenience upon not less than ninety (90) days written notice to Operator.

**SECTION 23. EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS**

Attachment A contains a listing of Tow Truck equipment specifications and requirements applicable to all Operators. Attachment B contains approved additional storage facilities of Operator. Attachment C contains negotiated vehicle cost criteria. Attachments A, B and C are incorporated herein as though set forth in full.

**SECTION 24. NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City:

Michael R. Numalville  
Sergeant  
Traffic Bureau  
Santa Rosa Police Department  
965 Sonoma Avenue  
Santa Rosa, CA 95404

Operator:

Cream's Dismantling, Inc.,  
dba: Cream's Towing  
3971 Santa Rosa Avenue  
Santa Rosa, CA 95407  
(707) 588-1250

Any notice given as provided here will be deemed given the business day after the notice is mailed to either of the persons listed above.

**SECTION 25. INDEPENDENT CONTRACTOR**

The parties intend that Operator, in performing services herein specified, shall act as an independent contractor and shall have control of its services and the manner in which the services are performed. Operator shall be free to contract for similar services to be performed for other parties while under this Agreement with City. Operator is not considered to be an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.

**SECTION 26. ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the parties.

**SECTION 27. MODIFICATION**

This Agreement shall not be modified except in writing executed by all parties.

**SECTION 28. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

A. Operator hereby represents and warrants to City that it (a) is a duly organized and validly existing corporation, formed and in good standing under the laws of the State of

California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Operator hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Operator in accordance with the terms hereof.

B. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

C. City of Santa Rosa and Operator have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Operator:  
Creams Dismantling DBA  
[insert legal name and entity, as applicable]  
Creams Towing  
By [Signature]  
Name  
Joseph J. Creamer  
Title  
Owner

By [Signature]  
Name  
ROBERT CREAM  
Title  
TREASURER

City Business Tax # 41281  
Taxpayer # 27-827967

CITY OF SANTA ROSA  
A Municipal Corporation  
By [Signature]  
Name  
\_\_\_\_\_  
Chief of Police

APPROVED AS TO FORM  
City Attorney  
By [Signature]

ATTACHMENT A

1. REQUIREMENTS FOR ALL CLASSES

A. CALIFORNIA VEHICLE CODE REQUIREMENTS

Current Registration 4000 CVC  
Headlights 24400 CVC  
Beam Indicator 24408 CVC  
Tail Lamps 24600 CVC  
License Plate Lamp 24601 CVC  
Stop Lamps 24603 CVC  
Extension Lights 24605 CVC  
Backup Lamps (1969+) 24606 CVC  
Reflectors, Rear 24607 CVC  
Reflectors, Front and Side (1968+) 24608 CVC  
Turn Signals 24951 CVC  
Clearance Lamps (>80" Wide) 25100 CVC  
Amber Warning Lights 25253 CVC  
Warning Devices (Reflectors) 25300 CVC  
Service Brakes 26311 CVC  
Parking Brake 26451 CVC  
Windshield 26700 CVC  
Windshield Wipers 26706 CVC  
Mirrors 26709 CVC  
Horn 27000 CVC  
Exhaust System 27150 CVC  
Fuel Cap 27155 CVC  
Tire Tread 27465 CVC  
Fenders/Mud Guards 27600 CVC  
Broom 27700 CVC  
Shovel 27700 CVC  
Fire Extinguisher 4B, C Rating 27700 CVC  
Safety Chains 29004 CVC  
Signs 27907 CVC

B. SERVICE AND OTHER EQUIPMENT

Flashlight  
Wrecking Bar (Large Pry Bar)  
Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.  
Trash Cans & Absorbent  
Shop Rags or Paper Towels  
Shop to Truck Communications (Cell phones / 2-way radio)  
Fuel in Approved Containers (Classes A and B)  
Booster Battery or Hot Box

- Hydraulic Jack
- Tire Changing Equipment
- Rubber Mallet / Hub Cap Tool (Classes A and B)
- Lockout Tools (Classes A and B)
- Motorcycle Straps (Class A)
- Sledge Hammer
- Tool Kit
- Reflective Safety Attire

C. TOWING EQUIPMENT

- Manufacturer Rating Plates
- Controls Labeled
- Wrecker Boom Assembly
- Wheel Lift Assembly
- Body and Towing Equipment Mounting Bolts
- Wrecker Controls
- Throttle Control
- Hydraulic Rams, Hoses, Valves
- Cable Sheaves
- Recovery Chain

D. WHEEL LIFT

- Pivot Pin
- Wheel Lift Tie Down Safety Straps or Chains
- "L" Arms
- Claw

E. CONVENTIONAL

- Tow Sling Assembly (Check for bent inner tubes)
- Sling Pads

E. CAR CARRIER

- Carrier Bed Frame
- Bed Hinges
- Loading Bridle
- Bed Safety Lock
- Slide Pads

2. TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

A. CLASS A

Minimum 14,000 Pound GVWR Chassis  
4-Ton Boom Rating  
One 4-Ton Snatch Block  
Tow Dolly (with wheel tie down straps)  
Steering Wheel Securement Device  
100' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Tow Sling "Minimum" 3,000 Pounds (if equipped)  
Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks  
Two (2) Safety Chains 5/16" Alloy or OEM Specifications  
Wheel Lift Rating - Extended 3,000 Pounds  
Two (2) Crossbeams, (1) 4"x 4"x 60" and (1) 4"x 4"x 48"(Minimum)

B. CLASS A CAR CARRIER

Minimum 14,000 Pound GVWR Chassis  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Loading Bridle with J/T Hooks  
4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets  
Adequate Crossbeams or Ramping Material

C. CLASS A CAR CARRIER TWO VEHICLE

Minimum 19,501 Pound GVWR Chassis  
Loading Bridle with J/T Hooks  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Alloy/OEM Spec & Wheel Straps - Towed Vehicle  
4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets  
2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed

Vehicle

Adequate Crossbeams or Ramping Material

D. CLASS B

Minimum 33,000 Pound GVWR Chassis  
16-Ton Boom Rating  
150' 7/16" 6 x 19 Wire Rope or OEM Specifications  
Safety Chains 1/2" Alloy or OEM Specifications  
Two 8-Ton Snatch Blocks  
Air Brakes or Hydraulic W/Air Hookup Package  
Air Hoses and Fittings  
Steering Wheel Securement Device  
Axle Covers/Caps  
Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)  
Two (2) - 4"x6"x48" Crossbeams (minimum)  
Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks  
Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds



Extended

Under Lift/Fork Adapters w/Tie-Down Straps or Chains  
Safety Tie-Down Chains and Binders  
Aluminum Tow Angles (Minimum 2)

E. CLASS B CAR CARRIER

Minimum 33,000 Pound GVWR Chassis  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Loading Bridle with J/T Hooks  
Steering Wheel Securement Device  
4 Safety Chains 5/16" Grade 70 or OEM Specifications  
2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed

Vehicle

Adequate Cross Beams or Ramping Material

F. CLASS C

Minimum 48,000 Pound GVWR Chassis  
25-Ton Boom Rating  
200' 5/8" 6 x 19 Wire Rope or OEM Specifications  
Two (2) Safety Chains 5/8" Alloy or OEM Specifications  
Two 12-Ton Snatch Blocks  
Air Brakes W/Air Hookup Package  
Air Hoses and Fittings  
Steering Wheel Securement Device  
Axle Covers/Caps  
Tow Chains 5/8" Grade 70 or OEM Specifications  
Two (2) 4"x 6"x 48" Crossbeams (Minimum)  
Pintle Hook  
Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended  
Under Lift/Fork Adapters w/Tie-Down Straps or Chains  
Aluminum Tow Angles (Minimum 2)  
Safety Tie-Down Chains and Binders  
Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)  
Tow Sling 12,000 Pound Rating (if equipped)

G. CLASS D

Minimum 52,000 Pound GVWR Chassis  
35-Ton Boom Rating  
250' 3/4" 6 x 19 Wire Rope or OEM Specifications  
Two (2) Safety Chains 5/8" Alloy or OEM Specifications  
Two 12-Ton Snatch Blocks  
Air Brakes W/Air Hookup Package  
Air Hoses and Fittings

Steering Wheel Securement Device  
Axle Cover/Caps  
Tow Chains 5/8" Grade 70 or OEM Specifications  
Two (2) 4"x 6"x 48" Crossbeams (Minimum)  
Pintle Hook  
Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended  
Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)  
Aluminum Tow Angles (Minimum 2)  
Safety Tie-Down Chains and Binders  
Tow Sling with 20,000 Pound Rating (if equipped)  
Under Lift / Fork Adapters w/Tie-Down Straps or Chains

*MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex  
EE)*

**ATTACHMENT B**

1. Storage facilities locations approved for use under Tow Service Agreement:
  - A. 3971 Santa Rosa Ave., Santa Rosa, CA. 95407
  - B.
  - C.
  - D.

## ATTACHMENT C

### NEGOTIATED VEHICLE COST CRITERIA

#### 1. RECREATIONAL VEHICLES AND TRAILERS

- A. Travel trailers and fifth wheel trailers of a size larger than 17 feet in length.
- B. Motorized recreational vehicles:
  - 1. Class "A" vehicles - Motor homes of a size between 23 feet to 40 feet in length.
  - 2. Class "C" vehicles - Cab-over mini motor homes of a size between 18 feet to 35 feet in length.

NOTE: This classification does not include a truck with camper or van conversions.

#### 2. PASSENGER BUSES AND BUS CONVERSIONS

Vehicles of a size larger than 30 feet in length.

#### 3. LARGE COMMERCIAL TRUCKS AND SEMI-TRUCK TRAILERS

Examples may include large moving vans, dump trucks, etc.

Aug 27, 2013

RESOLUTION NO. 28337

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA GRANTING VEHICLE TOW FRANCHISES AND AUTHORIZING FRANCHISE AGREEMENTS WITH VARIOUS TOW VENDORS

WHEREAS, on July 20, 2004, the City of Santa Rosa adopted Chapter 6-84 of the Santa Rosa City Code authorizing the City Council to grant franchises to one or more tow operators for police generated tow services; and

WHEREAS, City granted various franchises and entered into Franchise Agreements for Vehicle Tow Services pursuant to Chapter 6-84 with several franchisees that will expire on August 31, 2013; and

WHEREAS, City would like to grant new franchises to the entities listed on the attached Tow Vendor List.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa grants tow franchises to the tow vendors named on the Tow Vendor List, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Council authorizes agreements with the tow vendors on the Tow Vendor List in substantially the same form as the Franchise Agreement for Vehicle Tow Services, attached hereto as Exhibit B, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Council authorizes the Chief of Police or designee to approve amendments to the Franchise Agreements, subject to requirements of Chapter 6-84 of the Santa Rosa City Code.

BE IT FURTHER RESOLVED that a tow franchise to Larry James Hartwick doing business as Express Towing is denied.

BE IT FURTHER RESOLVED that the grant and denial of the franchises herein are deemed to be in the public's interest.

BE IT FURTHER RESOLVED that Exhibit A and Exhibit B are made a part of this Resolution.

IN COUNCIL DULY PASSED this 27<sup>th</sup> day of August, 2013.

AYES: (7) Mayor Bartley, Vice Mayor Carlstrom, Council Members Combs, Olivares, Ours, Swinth, Wysocky

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST: *Jessie H. Aguin* City Clerk APPROVED: *David P. Bartley* Mayor

APPROVED AS TO FORM:  
*Carlene R. [Signature]*  
City Attorney

Attachments: Exhibit A - Tow Vendor List  
Exhibit B - Franchise Agreement for Vehicle Tow Services

**EXHIBIT A**

Proposed Tow Vendor List for  
Franchise Agreement for Vehicle Tow Services  
2013-2014

**Amanda Cream** doing business as **All Star Towing**  
369B Todd Road, Santa Rosa, CA 95407 (707) 585-1357

**Stephen W. Young** doing business as **Art's Towing Service**  
512 Roseland Avenue, Santa Rosa, CA 95407 (707) 544-2449

**Cream's Dismantling, Inc.** doing business as **Cream's Towing**  
3971 Santa Rosa Avenue, Santa Rosa, CA 95407 (707) 588-9296

**Empire Towing Service, Inc.**  
121 Chestnut Street, Santa Rosa, CA 95401 (707) 571-8096

**Crozat Investment Corp.** doing business as **G & C Towing**  
251 Bellevue Avenue, Santa Rosa, CA 95407 (707) 547-2364

**Phuc Tran** doing business as **Performance Auto and Tow, Inc.**  
2151 Santa Rosa Avenue, CA 95403 (707) 546-9023

**BJES Enterprises, Inc.** doing business as **Santa Rosa Towing**  
3575 Airway Drive, Santa Rosa, CA 95403 (707) 542-1600

**Yarbrough Bros. Towing, Inc.**  
4291 Santa Rosa Avenue, CA 95407 (707) 584-5000

EXHIBIT B

FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT  
AND

[\_\_\_\_\_]

City Agreement Number \_\_\_\_\_

Dated \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> George Peterson Insurance Agency, Inc. P.O. Box 3538 Santa Rosa, CA 95402	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (707) 525-4150 FAX (A/C No.): (707) 525-4175 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: State Compensation Insurance Fund</td> <td>35076</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Compensation Insurance Fund	35076	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b>  Creams Dismantling DBA: Creams Towing 3971 Santa Rosa Ave Santa Rosa, CA 95407	REVIEWED OCT 16 2014 CITY OF SANTA ROSA													

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occ/mon) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea occ/acc) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	0113502-14	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Proof of Coverage

<b>CERTIFICATE HOLDER</b>  City of Santa Rosa, Its Officers, Agents & Employees Santa Rosa Police Department Traffic Bureau 965 Sonoma Ave Santa Rosa, CA 95404	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/24/2014
<b>PRODUCER</b> Jack E. Gilbert Insurance Agency, Inc. 2081 Juniper Ave. #116 San Jose Ca, 95131 p(408)432-0600 f(408)432-0601		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURERS</b> Cream's Dismantling, Inc. 3615 Copperhill Lane Santa Rosa, CA 95408		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Star Insurance Company INSURER B: INSURER C: OCT 02 2014 INSURER D: INSURER E:
		REVIEW # 18023 CITY OF SANTA ROSA

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED BY THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED; NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AND COVERAGE LIMITS AND/OR MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER'S LTD. NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> CLAIM <input type="checkbox"/> LOC	CA0271951	07/01/2014	07/01/2015	EACH OCCURRENCE DAMAGES TO RENTED PREMISES (Bx, excludable) \$ MED EXP (ANY BDR PRIOR) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - GENERAL AGL \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS	CA0271951	07/01/2014	07/01/2015	DESCRIBED MINIMUM LIMIT (Excludable) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO	CA0271951	07/01/2014	07/01/2015	AUTO ONLY - EA ACCIDENT \$ 1,000,000 OTHER THAN EA ACC \$ 1,000,000 AUTO ONLY AGL \$ 2,000,000
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	LIM0271951	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY EMPLOYER OR PARTNER/EMPLOYEE/OWNER/ OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER:	WC0271951	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> QUIT EL EACH ACCIDENT \$ 1,000,000 EL DISABLED - EA EMPLOYEE \$ 1,000,000 EL DISABLED - POLICY LIMIT \$ 1,000,000
A	1) Garagekeepers Direct Primary 2) Uninsured Motorist Coverage 3) On Hook Coverage	CA0271951	07/01/2014	07/01/2015	1) \$100,000-\$500 Excl/2000 Max Ded, 2) \$100,000-\$500 Ded, 3) Limit \$50,000 4) Limit \$100,000 deductible of \$7,000

**DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT, SPECIAL PROVISIONS**

City of Santa Rosa, its officers, agents and employees are Additional Insured per form 4455 CA 11/04 and provide that the coverage shall be primary coverage for additional insured. Insurance shall be primary and non-contributory. For Workers Compensation certificate holder only status.

<b>CERTIFICATE HOLDER</b> City of San Rosa, Its Officers, Agents & Employees Santa Rosa Police Department Traffic Bureau 985 Sonoma Avenue Santa Rosa, CA 95404	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE HEREBY, THE ISSUING INSURER WILL BE RESPONSIBLE FOR 30 DAYS WITHIN NOTIFYING THE CERTIFICATE HOLDER BY MAIL TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY PARTY UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Jack E. Gilbert</i>
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CHANGES**

Policy Change  
Number

<p>POLICY NUMBER CA0271951</p>	<p>POLICY CHANGES EFFECTIVE 07/01/2014</p>	<p>COMPANY SEAR INSURANCE COMPANY - AUTO DISMANTLERS</p>
<p>NAMED INSURED Cramer's Dismantling, Inc. 3631 Copperhill Lane Santa Rosa, CA 95403</p>		<p>AUTHORIZED REPRESENTATIVE G. J. Sullivan Company 525 The City Drive Suite 400 Orange, CA 92668</p>
<p>COVERAGE PARTS AFFECTED COMMERCIAL AUTOMOBILE COVERAGE</p>		
<p style="text-align: center;">CHANGES</p> <p>IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS HEREBY UNDERSTOOD AND AGREED TO AMEND THE ADDITIONAL INSURED, PER FORM 44 55 CA 11/04, ATTACHED, OF THE COMMERCIAL AUTOMOBILE COVERAGE PART ONLY WITH RESPECT TO THE INSURED'S GARAGE OPERATIONS;</p> <p>CITY OF SANTA ROSA, ITS OFFICERS, AGENTS AND EMPLOYEES SANTA ROSA POLICE DEPARTMENT TRAFFIC BUREAU 865 SONOMA AVE SANTA ROSA, CA 95404</p>		

*Deborah Sanchez*  
Authorized Representative Signature

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Copyright, ISO Commercial Risk Services, Inc., 1983

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM**

Under Section II, the following is added to I. Who Is An Insured:

The person or organization named below is an "insured", but only for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" by:

1. you;
2. an "employee" of yours; or
3. anyone other than the person or organization named below, while using, with your or your "employee's" permission, a covered "auto".

**PERSON OR ORGANIZATION:**

City of Santa Rosa, It's Officers, Agents And Employees  
Santa Rosa Police Department 1  
265 Geneva Ave  
Santa Rosa, CA 95404

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

Policy Change  
Number

POLICY NUMBER CP0271951	POLICY CHANGES EFFECTIVE 07/01/2014	COMPANY SWER INSURANCE COMPANY
NAMED INSURED Crean's Dismantling, Inc. 3631 Copparkhill Lane Santa Rosa, CA 95403		AUTHORIZED REPRESENTATIVE S. J. Sullivan Company 625 The City Drive Suite 400 Orange, CA 92668
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY COVERAGE		
CHANGES IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS HEREBY UNDERSTOOD AND AGREED TO ADD THE ADDITIONAL INSURED, PER FORM CG 20 26 07 01, ATTACHED, TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART ONLY WITH RESPECTS TO THE INSURED'S GARAGE OPERATIONS:  CITY OF SANTA ROSA, ITS OFFICERS, AGENTS AND EMPLOYEES SANTA ROSA POLICE DEPARTMENT TRAFFIC BUREAU 265 SONOMA AVE SANTA ROSA, CA 95404		

Authorized Representative Signature

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Original

Page 1 of 1

POLICY NUMBER: CF0271061

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Santa Rosa, Its Officers, Agents and Employees Santa Rosa Police Department Traffic Bureau 965 Sonoma Ave Santa Rosa, CA 95404

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT  
AND  
EMPIRE TOWING SERVICE, INC.**

**City Agreement Number 28337**

**Dated 8/27/2013**

## TABLE OF CONTENTS

RECITALS .....	1
DEFINITIONS .....	2
ROTATION LIST.....	3
OPERATOR OBLIGATIONS .....	4
TOW TRUCK CLASSIFICATIONS .....	5
GENERAL EQUIPMENT SPECIFICATIONS .....	6
TOW TRUCK DRIVERS .....	6
COMPLIANCE WITH FRANCHISE AWARD.....	8
FRANCHISE FEES.....	8
FRANCHISE FEE PAYMENT.....	8
MISCELLANEOUS SERVICES .....	9
RATES .....	9
RESPONSE TO CALLS.....	10
STORAGE FACILITY.....	11
INSURANCE.....	12
INDEMNITY .....	13
INSPECTIONS .....	14
FINANCIAL INTEREST/SALE OF BUSINESS .....	14
ANNUAL MEETINGS.....	15
COMPLIANCE WITH LAW .....	15
COMPLIANCE WITH FRANCHISE AGREEMENT .....	15
DETERMINATION MEETING.....	15
TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE .....	15
EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS .....	16
NOTICES .....	16
INDEPENDENT CONTRACTOR.....	16
ENTIRE AGREEMENT .....	16
MODIFICATION.....	16
AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS .....	16
ATTACHMENT A.....	1-A
ATTACHMENT B.....	1-B
ATTACHMENT C.....	1-C



## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27<sup>th</sup> day of August, 2013, by and between the City of Santa Rosa ("City"), acting by and through the Santa Rosa Police Department ("Department"), and Empire Towing Services, Inc., a California corporation ("Operator").

### RECITALS

A. City requires tow services in the exercise of its police powers as necessary or appropriate for the general welfare of its citizens.

B. City has adopted Chapter 6-84 of the Santa Rosa City Code requiring tow operators to enter into franchise agreements for police generated tow operations.

C. Operator desires to obtain a non-exclusive franchise permitting Operator to provide tow services generated by the Department on a rotational basis with other tow franchisees.

D. Operator also desires to provide miscellaneous on call tow services to the City that are not expressly included in the scope of the tow franchise.

E. City and Operator have negotiated the terms pursuant to which Operator will operate the franchise and provide such miscellaneous services to the City and have herein reduced such terms to writing.

## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Operator hereby agree as follows:

### **SECTION 1. DEFINITIONS**

The terms defined below shall for all purposes hereof have the meanings ascribed to them herein, unless the context clearly requires some other meaning. Other terms shall have the meanings given to them herein. Words not defined herein shall be given their common and ordinary meaning.

"After Hours" means weekdays between 5:00 p.m. and 8:00 a.m. and all weekends and Holidays.

"Assigned Traffic Personnel" means the traffic sergeant or the sergeant's designee.

"Business Hours" means weekdays from 8 a.m. through 5 p.m., excluding weekends and Holidays.

"Department" means the Santa Rosa Police Department and the Santa Rosa Police Department Communication Center.

"Franchisee" means a tow truck operator awarded a non-exclusive tow franchise pursuant to a franchise agreement with the City.

"Holiday" means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

"Impounded Vehicle" means a vehicle seized and held by a law enforcement agency.

"Interested Party" means a registered vehicle owner or the owner's legally authorized agent.

"Load Salvage Operation" means any operation of Class B, C or D Tow Trucks involving the recovery of a load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

"Operator" means Operator and Operator's managers.

"Possession" of a vehicle arises when the vehicle is removed and is in transit, or when a Vehicle Recovery Operation or Load Salvage Operation has begun.

"Personal Property" means property that is not attached to the vehicle.

"Response Time" means the amount of time from the time the call was placed to Operator by the Department to the time of arrival at the point of destination.

"Rotation Tow List" means a list of Franchisees maintained by the City.

"Time of Call to End of Service" means the amount of time from the time the call was placed to Operator by the Department until the estimated time of return to Operator's place of business or the completion of the call.

"Tow Truck" has the same meaning as that assigned to it in California Vehicle Code section 615.

"Vehicle Recovery Operation" means an operation involving the process of up righting an overturned vehicle that requires the use of auxiliary equipment due to the size or location of the vehicle and which is normally limited to operations requiring Class B, C or D Tow Trucks.

## SECTION 2. ROTATION TOW LIST

A. The City will use a Rotation Tow List to request Franchisees to tow vehicles in the order in which the Franchisees appear on the list. The list will not exceed ten Franchisees at any one time. Operator will be placed on the Rotation Tow List upon execution of this Agreement by City and Operator.

B. A call to a Franchisee shall constitute one turn on the list and that Franchisee will then be moved to the bottom of the list. City will call the next Franchisee on the list when the prior Franchisee: 1) fails to answer the telephone; 2) cannot or refuses to respond; or 3) is canceled due to excessive Response Time.

C. OPERATOR agrees to all rotation tows, when called by the Department for service at anytime during a 24 hour period.

D. Operator will be removed from the Rotation Tow List for two rotation cycles if Operator refuses or fails to respond to a call for service. If Operator fails to respond to calls for service on more than three occasions within a 30 day period, the City may suspend Operator's services or terminate this Agreement.

E. If Operator is unable to provide storage space in response to a call for service, it will be removed from the Rotation Tow List for 24 hours or until storage space is made available, whichever is greater.

F. Operator may not impose any fees or charges on any party where City or an Interested Party cancels a call for service prior to Possession. In such cases, City will place Operator on the top of the Rotation Tow List.

G. Where Possession has begun in response to a Department call and is canceled by an Interested Party, charges to the Interested Party shall not exceed one half of the regular towing charge for the call for service.

H. If two or more Franchisees are called to a scene, Operator agrees that Department employee in charge of the incident has the discretion to assign Franchisees to particular vehicles to be moved or towed. Where Operator is directed to move vehicles to clear a road or protect lives, Operator shall provide the requested assistance at no charge to City and City will place Operator on the top of the Rotation Tow List.

I. Nothing in this Agreement shall prohibit the Department employee in charge of the incident from requesting a Franchisee that is not at the top of the Rotation Tow List when

reasonably required under the circumstances. In such cases, the Franchisee will be placed at the bottom of the Rotation Tow List unless the call for service is canceled, whereupon Franchisee will maintain its place on the list.

### **SECTION 3. OPERATOR OBLIGATIONS**

A. Operator agrees that City shall have the right to conduct a background investigation of Operator and to request and receive summary criminal history information regarding Operator from the California Department of Justice and Federal Bureau of Investigation as pursuant to California Vehicle Code section 2432.3. Upon request by City, Operator agrees to provide all information needed to obtain this information, including Operator's fingerprints. Operator agrees that Operator shall pay the cost of fingerprinting and processing the request for summary criminal information. Operator further agrees that every agent and employee of Operator who will provide services under this Agreement shall successfully undergo a background investigation before providing or continuing any services hereunder.

B. Operator shall notify City of any arrest and/or conviction of Operator or Operator employee, prior to the beginning of the next work shift of that person. The failure to make this notification will be cause for suspension of Operator's services or termination of this Agreement by City.

C. Assigned Traffic Personnel shall be notified immediately by Operator upon a Tow Truck driver's separation from employment with Operator.

D. Operator shall require that all Tow Truck drivers providing services under this Agreement participate in a controlled substance and alcohol testing ("CSAT") program prior to the provision of services.

1. Tow Truck 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. Tow Truck drivers not required to possess Class A, Class B, or commercial Class C licenses shall be enrolled in a CSAT program substantially similar to the requirements in subsection 1 above.

3. Operator shall ensure selection pools for commercial and non-commercial licensed drivers are maintained separately.

4. A Tow Truck driver possessing a non-commercial driver's license who has a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

E. Operator and Tow Truck drivers shall be enrolled in the Employer Pull Notice ("EPN") Program with the California Department of Motor Vehicles. Operator shall provide to City a current list of drivers and a copy of the current EPN Program report, or in the case of a newly hired Tow Truck driver, proof of enrollment in the EPN Program.

1. Operator shall enroll new drivers in the EPN Program within 30 days of hire.

2. Pull notices shall be kept on file, signed, and dated by Operator.

F. Operator shall notify City immediately upon notification of any sanctions against Operator or its termination from any law enforcement agency rotation. Failure to make this notification will be cause for suspension of services or termination of this Agreement by City.

G. Operator shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to City during the Franchise Agreement for Vehicle Tow Services enrollment period. The expiration of Operator's MCP permit and/or suspension of the MCP, pursuant to California Vehicle Code section 34623, shall result in the immediate suspension of services or termination of this Agreement by City.

H. Operator shall ensure all Tow Truck drivers comply with Title 13, sections 1212 through 1218 of the California Code of Regulations, including Section 1213 pertaining to drivers' duty records.

#### SECTION 4. TOW TRUCK CLASSIFICATIONS

A. Operator shall equip and maintain Tow Trucks in accordance with the requirements set forth in Attachment A, and in a manner consistent with industry standards and practices. Operator shall equip and maintain a minimum of two trucks and one car carrier in Classes A, B, C or D. These trucks shall be equipped to tow car trailers and boat trailers.

B. All Vehicle Recovery Operation vehicles shall have recovery, wheel lift, and an extendable/retractable boom meeting the specifications herein.

1. Class D Tow Trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.

2. A Class B Tow Truck with a 14-ton boom rating, that has been previously inspected and approved by the City and owned by Operator since January, 2009, may remain on rotation, subject to approval following annual inspections.

3. Car carriers are exempt 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 manufacturer's gross vehicle weight rating (GVWR) and/or safe loading requirements of a Tow Truck may be cause for immediate suspension of services by City. Violations include exceeding the Tow Truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, and not maintaining 50 percent of the Tow Truck's unladen front axle weight on the front axle when towing.

D. There are four (4) classes of Tow Trucks that may be used to provide services under this Agreement.

1. Class A - Light Duty. Operator shall maintain a minimum of one Tow Truck with a manufacturer's GVWR of at least 14,000 pounds. Class A 4-wheel drive Tow Trucks with a GVWR of less than 14,000 pounds shall be used only for recoveries requiring the use of 4-wheel drive.

2. Class B - Medium Duty. Operator shall maintain at least one Tow Truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and tractor protection valve or device, and be capable of providing and maintaining air to towed vehicles.

3. Class C - Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles.

4. Class D - Super Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles, except where the truck is used exclusively for salvage and recovery operations.

## **SECTION 5. 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 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 recovery equipment shall 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) of the equipment.

D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

## **SECTION 6. TOW TRUCK DRIVERS**

A. All of Operator's Tow Truck drivers shall attend and pass a certified tow truck driver training course meeting the requirements of the California Highway Patrol. Each certified Tow Truck driver shall maintain a current and valid certificate. Operator shall ensure that Tow Truck drivers performing services under this Agreement are qualified and competent drivers. Tow Truck drivers shall be at least 18 years of age and possess the following minimum Class Driver's Licenses:

1. Class A Tow Truck - A valid Class C (3) license, or a valid Class A (1) license with valid medical certificate.
  2. Class B Tow Truck - A valid Class A (1) license with valid medical certificate.
  3. Class C Tow Truck - A valid Class A (1) license with valid medical certificate.
  4. Class D Tow Truck - A valid Class A (1) license with valid medical certificate.
- B. Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes.
- C. Operator shall maintain a current list of Tow Truck drivers and provide a current list to City. Operator shall notify City within seven days of the hiring of any new drivers.
- D. Operator shall provide a copy of the Tow Truck drivers' training certificates to City within seven days of any hiring of new drivers.
- E. Operator shall maintain the following information for each Tow Truck driver:
- Full Name
  - Date of Birth
  - California Driver's License Number
  - Copy of valid medical certificate (if required)
  - Job Title/Description
  - Current Home Address
  - Current Home Phone Number
  - Types of trucks the driver is trained to operate
  - A copy of the Tow Truck driver's training course certificate
- F. Tow Truck drivers are not eligible to drive for the City until successfully completing a background investigation. However, drivers may operate in a "trainee" status with a certified driver pending the return of the results of the background investigation.
- G. Any conviction of an employee of Operator 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 or misdemeanor driving under the influence of alcohol or drugs, moral turpitude, or a violation of Section 13377(a) of the California Vehicle Code may be cause for immediate removal of the employee by Department from the Tow Truck driver list. The refusal by Operator to promptly remove any such employee, or a conviction for any of these offenses by Operator or a principal of Operator, may be cause for the suspension and/or termination of this Agreement by City.
- H. UNIFORMS: Tow Truck drivers shall wear an identifiable uniform displaying Operator's name while engaged in City tow operations. A name identification badge shall be worn at all times while conducting tow operations. The badge must be officially issued by Santa Rosa Police Department with a photograph of the driver. If at any time an unauthorized driver is found to be operating a Tow Truck while providing services under this Agreement, Operator's services will be suspended by City for seven (7) days. All rotation Tow Truck drivers shall wear the federally mandated traffic safety vests or reflectorized uniform shirts while engaged in tow services.

I. **PERSONAL APPEARANCE:** Tow Truck drivers shall present a professional image, including good personal hygiene, clean, un-torn uniforms and no offensive or excessive body art or piercings.

J. **DEMEANOR AND CONDUCT:** While involved in City tow services or related business, Operator and its agents and employees shall refrain from all acts of misconduct including, but not limited to:

1. Rude or discourteous behavior;
2. Lack of service, selective service or refusal to provide service which can be performed;
3. Any act of moral turpitude, sexual harassment or sexual impropriety;
4. Unsafe driving practices;
5. Exhibiting any objective symptoms of alcohol or drug use.

K. If Operator or employee of Operator displays any signs of impairment (alcohol, prescription or illegal drugs) at the scene of a call for service, Operator or employee of Operator agrees to preliminary screening by law enforcement. Operator or employee of Operator who refuses to submit to preliminary testing may be removed from the Rotational Tow List or may result in the suspension of services or termination of this Agreement by City.

#### **SECTION 7. COMPLIANCE WITH FRANCHISE AWARD**

In executing this Agreement, Operator agrees to and shall abide by all requirements of Santa Rosa City Code Chapter 6-84 as the same may be amended from time to time.

#### **SECTION 8. FRANCHISE FEES**

Operator shall pay to City any franchise fee established by City. However, in the event City establishes or increases an established franchise fee during the term of this Agreement, Operator may, notwithstanding any other provisions of this Agreement, unilaterally terminate this Agreement and forfeit the granted franchise upon giving City thirty (30) days written notice of termination. In such case, Operator shall only be responsible for the proportion of the franchise fee due prior to termination.

#### **SECTION 9. FRANCHISE FEE PAYMENT**

A. On or before September 1 of each year, Operator shall pay to City the annual franchise fee for the forthcoming year. The fee shall be set in accordance with the provisions of Santa Rosa City Code Chapter 6-84 and by resolution of the City Council. The fee per operator shall be determined by dividing the total franchise fee established by City Council by the total number of Franchisees.

B. City will send Operator an invoice specifying the franchise fee on or before August 1 of each year. The fee shall be due and payable within thirty (30) days of receipt by Operator.

C. Failure to remit the franchise fee to City when due shall result in the imposition of a late fee of two-percent (2%) per month until paid. If Operator fails to pay the franchise fee for more than (90) ninety days after the due date, City shall have the option to terminate this Agreement or remove Operator from the Rotation Tow List until the franchise fee is paid.



D. Operator shall pay all required franchise fees to:

City of Santa Rosa  
Finance Department  
P.O. Box 1673  
Santa Rosa, CA 95402

**SECTION 10. MISCELLANEOUS SERVICES**

Operator agrees to provide miscellaneous services upon the Department's request that are not included in the scope of the services provided under the franchise. Such services may include towing of vehicles requested by different divisions within the Department, such as calls for lock-outs or undercover operations. The City agrees to pay for approved services by Operator at the rate of \$130.00 per hour. The total compensation payable to Operator for the services provided under this Section shall not exceed the sum of \$5,000.00. The City's Chief Financial Officer is authorized to pay all proper claims under this Section from Charge Number 170902-5321.

**SECTION 11. RATES**

A. Fees charged for all tow service calls originating from the Department shall be reasonable, valid and not in excess of the rates established by City. These rates are as follows:

\$200.00	Hourly Rate
\$55.00/day	Inside Storage Rate
\$55.00/day	Outside Storage Rate

B. Rate requirements represent the maximum Operator may charge on a City call. Operator is not precluded from charging less when deemed appropriate by Operator.

C. Operator shall refund any charges in excess of the rates established in Section 11 A upon demand by City.

D. Operator may only request rate changes during the enrollment period or at the annual mandatory meeting. The Assigned Traffic Personnel shall then review the rates based upon charges for similar services, rates adopted by other public agencies, and rates of other tow operators.

E. Charges for towing calls shall be computed from Time of Call to End of Service and charged at the established hourly rate for a minimum period of one hour. All time spent on a call in excess of one hour shall be charged in fifteen-minute increments. Operator may not impose any additional charges, such as mileage, labor, etc.

1. Any secondary towing requested by an Interested Party, such as towing from Operator's storage to a different location, is subject to negotiation between Operator and the Interested Party.

F. Fees for special services

1. Upon completion of any special services using Class B, C, or D Tow Trucks for Vehicle Recovery Operations or Load Salvage Operations, Operator shall submit the Interested Party's Invoice to the Assigned Traffic Personnel for approval.

a. Hourly rates for special services shall be approved with the Assigned Traffic Personnel. Charges in excess of thirty minutes shall be charged in fifteen-minute increments. Fees shall be reasonable and consistent with industry standards for similar services, such as recovery of a vehicle hauling load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

b. Regardless of the class of Tow Truck, charges shall not be more than the class of vehicle towed or serviced, except when Vehicle Recovery Operations require a larger class of truck.

c. Hourly rates shall be approved by Assigned Traffic Personnel for auxiliary or contracted equipment, e.g. airbags, converter gear/dolly, additional trailer and contracted labor.

G. Charges for After-Hours release of a vehicle or Personal Property shall not exceed one-half of established hourly rate.

H. STORAGE FEES: Operator shall display a sign in plain view at all cashiers' stations, as described in California Civil Code section 3070, disclosing all storage fees and charges in effect, including the maximum storage rate.

I. Owners of vehicles stored 24 hours or less shall be charged no more than one day of storage pursuant to California Civil Code section 3068.1(a).

1. 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 portion thereof, pursuant to Section 3068.1(a).

2. Storage of vehicles in combination, such as a vehicle on a dolly, con-gear, vehicle carrier/trailer, etc, being towed by a vehicle, should be charged per vehicle, excluding the carrier, etc.

J. The schedule of rates charged by Operator shall be available in the Tow Truck and shall be presented upon demand to person(s) for whom the services are provided, or the law enforcement officer at the scene.

**SECTION 12. RESPONSE TO CALLS**

A. Operator agrees to timely respond to calls for service when called by City.

B. Assigned Traffic Personnel will approve rates payable to Operator for the removal and disposition of larger vehicles, as outlined in Attachment C, on a case by case basis. When these vehicles are not being towed for Vehicle Code sections 22669(a) or 22669(d), and Operator has the appropriate equipment to tow the vehicle, Operator shall tow vehicle in

question. The disposal of any garbage and hazardous materials in such vehicles is the responsibility of Operator.

C. Operator shall respond to calls for service from the Department 24 hours a day, seven days a week. Operator's Response Time shall not exceed thirty (30) minutes where the call for service occurs between the hours of 6:00 a.m. and 6:00 p.m. and shall not exceed forty (40) minutes with respect to all other calls. The failure to meet the maximum Response Time on three (3) or more occasions within a thirty (30) day period may result in suspension of Operator's services or termination of this Agreement by City.

D. At the time of a call for service, Operator shall advise the Department if Operator is unable either to respond or to meet the maximum Response Time.

E. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the Department.

F. Only an appropriately licensed driver shall respond with a properly equipped Tow Truck of the class required to tow the vehicle. Tow Truck driver shall have the license and applicable license endorsements in his/her possession.

G. Operator shall notify the Department at least 24 hours in advance when it will be unavailable to perform services hereunder, noting the times and dates of the unavailability.

H. Tow Truck drivers may not respond to calls accompanied by any individual not employed by Operator and may not respond with animals in their possession.

I. Operator will not intentionally arrive at a scene requiring a tow unless requested by Department.

J. All questions and disputes regarding the Rotation Tow List shall be referred in writing to the Assigned Traffic Personnel during Business Hours.

K. Operator shall remove or clean from the scene of the collision any liquid, glass, or debris from the scene, excluding flammable substances. Failure to do so will result in a request for Operator to return to the scene to complete the clean-up. Repeated complaints that Operator has failed to comply with this Section may result in suspension or termination of this Agreement by City.

### **SECTION 13. STORAGE FACILITY**

A. Operator's primary storage facility shall be located at Operator's business address. Any additional storage facilities identified in Attachment B may also be used by Operator. Operator shall provide prior notice of the use of a new or secondary storage facility for inspection and approval by City prior to use. There shall be no charge for any additional distance traveled to and from new or secondary locations.

B. Operator shall maintain an office at the listed business address. That office shall be staffed by an employee during Business Hours. Any change in the location of the office shall have the prior written approval of City.

C. Operator shall provide security for vehicles and Personal Property at all storage facilities. At a minimum, a permanent securely fenced or enclosed area of adequate size shall be provided for the proper storage of vehicles.

D. Storage facilities shared by Operator with other business establishments shall be physically separated and secured from one another.

E. Vehicles with open windows or roofs (excluding vehicles with major damages from collisions), shall be stored inside to protect the interior of the vehicles from adverse weather conditions. Where no inside storage is available, the vehicle shall be covered with a tarp. Operator is responsible for the care, custody, and control of any Personal Property in towed and stored vehicles.

1. Operator shall release Personal Property from a lien vehicle upon demand by the Interested Party pursuant to California Vehicle Code section 22851(b).

2. A receipt shall be provided to Interested Party by Operator for removed Personal Property and a copy placed in the stored vehicle. This procedure shall also apply to the removal of Personal Property by Operator to a secured area.

F. Business Hours shall be posted in plain view to the public.

G. Operator employees shall be trained to competently conduct business transactions related to towing, storage and the release of vehicles and property.

H. An Impounded Vehicle shall be released only upon written authorization from the Department.

1. In the event an Interested Party of an Impounded Vehicle signs over the title of the vehicle to Operator in lieu of towing and storage fees prior to the end of the thirty (30) day impound (14602.6 CVC impound), Operator shall keep the vehicle in impound for the remainder of the 30 days. At the end of the 30-day impound period, Operator will be required to obtain a "no fee" release from City in order to take full custody of the vehicle.

2. There shall be no fee charged for recovery of Personal Property from an Impounded Vehicle by the Department. The only fees that may be charged to a person authorized by the Department to obtain Personal Property from an Impounded Vehicle are After-Hours charges, if applicable.

I. A vehicle that is not impounded shall be released upon request of the Interested Party pursuant to California Vehicle Code section 22850.3. Operator shall advise the Interested Party of any and all related additional fees.

#### **SECTION 14. INSURANCE**

A. Operator shall maintain in full force and effect, all of the insurance coverage described in this Section. Maintenance of the insurance coverage as set forth in this Section is a material element of this Agreement and a material part of the consideration provided by Operator in exchange for City's agreement hereunder. Failure by Operator to (1) maintain or renew coverage, (2) provide City notice of any changes, modifications, or reductions in coverage, or

(3) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Operator, whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Operator to maintain required insurance coverage shall not excuse or alleviate Operator from any of its other duties or obligations under this Agreement. The following are the insurance requirements for this Agreement:

1. Business Automobile Liability (as required by California Vehicle Code section 16500.5) - Bodily injury and property damage with a combined single limit of not less than \$1 million. These minimum standards are to include owned, non-owned, and hired auto coverage.

2. Uninsured Motorist - Legal minimum, combined single limit, stated in writing on certificate.

3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the Tow Truck.

a.	Class A Tow Truck	\$ 50,000
b.	Class B Tow Truck	\$100,000
c.	Class C Tow Truck	\$200,000
d.	Class D Tow Truck	\$250,000

4. Garage liability includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.

5. Garage keeper's liability shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of Operator in the storage yard.

6. Workers' Compensation Insurance as required by the State of California and Employee's Liability Insurance of \$1 million.

7. Operator shall furnish City with a separate page titled Additional Insured Endorsement (AIE) as evidence that the insurance required is in effect. The certificate shall name the "City of Santa Rosa, its officers, agents, and employees" as additional insureds by endorsement under the policy and shall provide that the coverage shall be primary coverage as to such additional insured. The AIE will list insured's business name, policy number and effective dates.

## SECTION 15. INDEMNITY

A. Operator (the "Indemnifying Party") agrees to pay and shall indemnify, defend and hold City, including any person at any time serving as an official, officer, employee, volunteer, attorney, or agent of the City, (any such person is hereinafter referred to as an "Indemnified Party" and collectively as "Indemnified Parties") harmless from and against any and all claims, liabilities, fines, losses, damages, costs, expenses, including attorneys' fees and/or costs, litigation and court costs, amounts paid in settlement, and amounts paid to discharge defendants, suits and judgments of any kind whatsoever, whether in contract, tort or strict liability, brought, claimed or rendered against any Indemnified Party (collectively, "Claims"), including, but not limited to, claims, liabilities, fines, losses, damages, costs, expenses, suits and judgments arising out of or in connection with this Agreement, regardless of responsibility

for negligence. Provided, however, that such indemnification of the Indemnified Parties by Operator shall not include indemnification of any Indemnified Party for liabilities caused by the sole active negligence or willful misconduct of such Indemnified Party.

B. The obligations of Operator pursuant to this Section shall survive termination or expiration of this Agreement.

## **SECTION 16. INSPECTIONS**

### **A. Tow Truck Inspections:**

1. **ANNUAL INSPECTIONS:** City shall have the right to inspect all Tow Trucks annually. Annual inspections will be conducted by Assigned Traffic Personnel in coordination with CHP Inspections. Tow Trucks shall pass Level One Inspections with California Highway Patrol (CHP 407F, Safetynet Driver/Vehicle Inspection Report) prior to a Department inspection. All of the equipment listed on Attachment A shall be on the truck during the inspection.

2. **OTHER INSPECTIONS:** At the written request of Operator, City will inspect a Tow Truck within seven (7) calendar days of the request unless sooner inspection is warranted. The Assigned Traffic Personnel may conduct additional inspections without notice to Operator during Business Hours.

3. City will conduct no more than one reinspection of Tow Trucks that fail inspection. Operator will be provided written notification of inspection failure. Operator may thereafter request a determination meeting with Assigned Traffic Personnel. Operator shall not dispatch a Tow Truck that has not passed inspection.

### **B. Business Site Inspections:**

1. City may inspect the storage facility at any time during normal Business Hours without notice to Operator. Failure to maintain the facility at an acceptable level of cleanliness or safety may result in the suspension or termination of this Agreement by City.

2. Lien sale records of vehicles towed or stored under this Agreement shall be available to City for review. No lien sale fee may be charged when any vehicle is released prior to 72 hours. Lien sale fees shall comply with California Vehicle Code section 22851.12.

3. Operator shall also maintain all records of tow services, including a description of vehicles towed, time, location of calls, and total itemized costs of towing and storage. City may inspect, without notice, Operator's records during Business Hours. Records shall be maintained and available for inspection for a period of four (4) years from the date of the service provided.

## **SECTION 17. FINANCIAL INTEREST/SALE OF BUSINESS**

A. Operator may not hold a financial interest in the business of any other Franchisee. A financial interest includes ownership, membership or management in the other business or common ownership or use of any of its property, tow trucks or equipment.

B. The sale and/or transfer of assets in Operator's business shall immediately terminate this Agreement unless otherwise agreed in writing by City.

**SECTION 18. ANNUAL MEETINGS**

City will conduct an annual mandatory meeting with Operator to discuss the Agreement. City will give Operator thirty (30) days written notice of the meeting. If Operator fails to attend the annual meeting, Operator may be suspended from the Rotation Tow List.

**SECTION 19. COMPLIANCE WITH LAW**

A. Operator shall at all times comply with Federal, State, and local laws and ordinances.

B. Operator, and its agents and employees, may not accept gifts or gratuities in connection with the provision of services hereunder.

**SECTION 20. COMPLIANCE WITH FRANCHISE AGREEMENT**

A. Operator shall comply with each and every term and condition of this Agreement. Failure by Operator or its employees to comply with the terms and conditions of this Agreement, including but not limited to any violation of equipment requirements, safe loading requirements or matters related to safety, as well as overcharging or failure to maintain proper licenses may be cause for suspension or termination of this Agreement by City. Any conduct endangering the public or bringing discredit on City will also be a basis for suspension or termination of this Agreement by City, in City's reasonable discretion.

B. All service complaints initiated or received by City against Operator or its employee(s) will be accepted and investigated in a fair and impartial manner. Operator will promptly assist and cooperate with the investigation. Upon City's determination that Operator or its employees are in violation of this Agreement, City may take appropriate action.

**SECTION 21. DETERMINATION MEETING**

Operator may request a meeting in writing within three (3) business days of receipt of any notice of action taken by City. The request must be received by City within three (3) business days of receipt of the notice. The Assigned Traffic Personnel shall set a meeting within ten (10) business days from receipt of the request. Each party shall be allowed to present information to the Assigned Traffic Personnel regarding the appropriateness of the action taken by City.

**SECTION 22. TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE**

A. This Agreement terminates on August 31, 2015, unless sooner terminated by City as provided herein. The City may, in its discretion, extend this Agreement annually for up to three successive one year terms upon written notice to Operator.

B. City shall have the right to terminate this Agreement for convenience upon not less than ninety (90) days written notice to Operator.

**SECTION 23. EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS**

Attachment A contains a listing of Tow Truck equipment specifications and requirements applicable to all Operators. Attachment B contains approved additional storage facilities of Operator. Attachment C contains negotiated vehicle cost criteria. Attachments A, B and C are incorporated herein as though set forth in full.

**SECTION 24. NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City:

Michael R. Numainville  
Sergeant  
Traffic Bureau  
Santa Rosa Police Department  
965 Sonoma Avenue  
Santa Rosa, CA 95404

Operator:

Empire Towing Services, Inc.  
dba: Empire Towing Services, Inc.  
121 Chestnut Street  
Santa Rosa, CA 95401  
(707) 571-8096

Any notice given as provided here will be deemed given the business day after the notice is mailed to either of the persons listed above.

**SECTION 25. INDEPENDENT CONTRACTOR**

The parties intend that Operator, in performing services herein specified, shall act as an independent contractor and shall have control of its services and the manner in which the services are performed. Operator shall be free to contract for similar services to be performed for other parties while under this Agreement with City. Operator is not considered to be an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.

**SECTION 26. ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the parties.

**SECTION 27. MODIFICATION**

This Agreement shall not be modified except in writing executed by all parties.

**SECTION 28. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

A. Operator hereby represents and warrants to City that it (a) is a duly organized and validly existing corporation, formed and in good standing under the laws of the State of



California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Operator hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Operator in accordance with the terms hereof.

B. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

C. City of Santa Rosa and Operator have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Operator:

EMPIRE TOWING SERVICE INC.  
[Insert legal name and entity, as applicable]

By William C. Spatz  
Name  
William C. SPATZ  
Title  
PRESIDENT

By Walter W. Spatz  
Name  
WALTER W. SPATZ  
Title  
V.P.

City Business Tax # 63149

Taxpayer # 911 867 322

CITY OF SANTA ROSA  
A Municipal Corporation

By [Signature]  
Name

Chief of Police

APPROVED AS TO FORM  
City Attorney

By [Signature]

ATTACHMENT A

1. REQUIREMENTS FOR ALL CLASSES

A. CALIFORNIA VEHICLE CODE REQUIREMENTS

Current Registration 4000 CVC  
Headlights 24400 CVC  
Beam Indicator 24408 CVC  
Tail Lamps 24600 CVC  
License Plate Lamp 24601 CVC  
Stop Lamps 24603 CVC  
Extension Lights 24605 CVC  
Backup Lamps (1969+) 24606 CVC  
Reflectors, Rear 24607 CVC  
Reflectors, Front and Side (1968+) 24608 CVC  
Turn Signals 24951 CVC  
Clearance Lamps (>80" Wide) 25100 CVC  
Amber Warning Lights 25253 CVC  
Warning Devices (Reflectors) 25300 CVC  
Service Brakes 26311 CVC  
Parking Brake 26451 CVC  
Windshield 26700 CVC  
Windshield Wipers 26706 CVC  
Mirrors 26709 CVC  
Horn 27000 CVC  
Exhaust System 27150 CVC  
Fuel Cap 27155 CVC  
Tire Tread 27465 CVC  
Fenders/Mud Guards 27600 CVC  
Broom 27700 CVC  
Shovel 27700 CVC  
Fire Extinguisher 4B, C Rating 27700 CVC  
Safety Chains 29004 CVC  
Signs 27907 CVC

B. SERVICE AND OTHER EQUIPMENT

Flashlight  
Wrecking Bar (Large Pry Bar)  
Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.  
Trash Cans & Absorbent  
Shop Rags or Paper Towels  
Shop to Truck Communications (Cell phones / 2-way radio)  
Fuel in Approved Containers (Classes A and B)  
Booster Battery or Hot Box

- Hydraulic Jack
- Tire Changing Equipment
- Rubber Mallet / Hub Cap Tool (Classes A and B)
- Lockout Tools (Classes A and B)
- Motorcycle Straps (Class A)
- Sledge Hammer
- Tool Kit
- Reflective Safety Attire

C. TOWING EQUIPMENT

- Manufacturer Rating Plates
- Controls Labeled
- Wrecker Boom Assembly
- Wheel Lift Assembly
- Body and Towing Equipment Mounting Bolts
- Wrecker Controls
- Throttle Control
- Hydraulic Rams, Hoses, Valves
- Cable Sheaves
- Recovery Chain

D. WHEEL LIFT

- Pivot Pin
- Wheel Lift Tie Down Safety Straps or Chains
- "L" Arms
- Claw

E. CONVENTIONAL

- Tow Sling Assembly (Check for bent inner tubes)
- Sling Pads

E. CAR CARRIER

- Carrier Bed Frame
- Bed Hinges
- Loading Bridle
- Bed Safety Lock
- Slide Pads

2. TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

A. CLASS A

Minimum 14,000 Pound GVWR Chassis  
4-Ton Boom Rating  
One 4-Ton Snatch Block  
Tow Dolly (with wheel tie down straps)  
Steering Wheel Securement Device  
100' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Tow Sling "Minimum" 3,000 Pounds (if equipped)  
Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks  
Two (2) Safety Chains 5/16" Alloy or OEM Specifications  
Wheel Lift Rating - Extended 3,000 Pounds  
Two (2) Crossbeams, (1) 4"x 4"x 60" and (1) 4"x 4"x 48"(Minimum)

B. CLASS A CAR CARRIER

Minimum 14,000 Pound GVWR Chassis  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Loading Bridle with J/T Hooks  
4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets  
Adequate Crossbeams or Ramping Material

C. CLASS A CAR CARRIER TWO VEHICLE

Minimum 19,501 Pound GVWR Chassis  
Loading Bridle with J/T Hooks  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Alloy/OEM Spec & Wheel Straps - Towed Vehicle  
4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets  
2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed

Vehicle

Adequate Crossbeams or Ramping Material

D. CLASS B

Minimum 33,000 Pound GVWR Chassis  
16-Ton Boom Rating  
150' 7/16" 6 x 19 Wire Rope or OEM Specifications  
Safety Chains 1/2" Alloy or OEM Specifications  
Two 8-Ton Snatch Blocks  
Air Brakes or Hydraulic W/Air Hookup Package  
Air Hoses and Fittings  
Steering Wheel Securement Device  
Axle Covers/Caps  
Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)  
Two (2) - 4"x6"x48" Crossbeams (minimum)  
Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks  
Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds

Extended

Under Lift/Fork Adapters w/Tie-Down Straps or Chains  
Safety Tie-Down Chains and Binders  
Aluminum Tow Angles (Minimum 2)

E. CLASS B CAR CARRIER

Minimum 33,000 Pound GVWR Chassis  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Loading Bridle with J/T Hooks  
Steering Wheel Securement Device  
4 Safety Chains 5/16" Grade 70 or OEM Specifications  
2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed

Vehicle

Adequate Cross Beams or Ramping Material

F. CLASS C

Minimum 48,000 Pound GVWR Chassis  
25-Ton Boom Rating  
200' 5/8" 6 x 19 Wire Rope or OEM Specifications  
Two (2) Safety Chains 5/8" Alloy or OEM Specifications  
Two 12-Ton Snatch Blocks  
Air Brakes W/Air Hookup Package  
Air Hoses and Fittings  
Steering Wheel Securement Device  
Axle Covers/Caps  
Tow Chains 5/8" Grade 70 or OEM Specifications  
Two (2) 4"x 6"x 48" Crossbeams (Minimum)  
Pintle Hook  
Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended  
Under Lift/Fork Adapters w/Tie-Down Straps or Chains  
Aluminum Tow Angles (Minimum 2)  
Safety Tie-Down Chains and Binders  
Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)  
Tow Sling 12,000 Pound Rating (if equipped)

G. CLASS D

Minimum 52,000 Pound GVWR Chassis  
35-Ton Boom Rating  
250' 3/4" 6 x 19 Wire Rope or OEM Specifications  
Two (2) Safety Chains 5/8" Alloy or OEM Specifications  
Two 12-Ton Snatch Blocks  
Air Brakes W/Air Hookup Package  
Air Hoses and Fittings

Steering Wheel Securement Device  
Axle Cover/Caps  
Tow Chains 5/8" Grade 70 or OEM Specifications  
Two (2) 4"x 6"x 48" Crossbeams (Minimum)  
Pintle Hook  
Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended  
Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)  
Aluminum Tow Angles (Minimum 2)  
Safety Tie-Down Chains and Binders  
Tow Sling with 20,000 Pound Rating (if equipped)  
Under Lift / Fork Adapters w/Tie-Down Straps or Chains

*MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex  
EE)*

**ATTACHMENT B**

- f. Storage facilities locations approved for use under Tow Service Agreement:
  - A. 121 Chestnut St., Santa Rosa, CA 95401
  - B.
  - C.
  - D.

## ATTACHMENT C

### NEGOTIATED VEHICLE COST CRITERIA

#### 1. RECREATIONAL VEHICLES AND TRAILERS

- A. Travel trailers and fifth wheel trailers of a size larger than 17 feet in length.
- B. Motorized recreational vehicles:
  - 1. Class "A" vehicles - Motor homes of a size between 23 feet to 40 feet in length.
  - 2. Class "C" vehicles - Cab-over mini motor homes of a size between 18 feet to 35 feet in length.

NOTE: This classification does not include a truck with camper or van conversions.

#### 2. PASSENGER BUSES AND BUS CONVERSIONS

Vehicles of a size larger than 30 feet in length.

#### 3. LARGE COMMERCIAL TRUCKS AND SEMI-TRUCK TRAILERS

Examples may include large moving vans, dump trucks, etc.



Aug 27, 2013

RESOLUTION NO. 28337

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA GRANTING VEHICLE TOW FRANCHISES AND AUTHORIZING FRANCHISE AGREEMENTS WITH VARIOUS TOW VENDORS

WHEREAS, on July 20, 2004, the City of Santa Rosa adopted Chapter 6-84 of the Santa Rosa City Code authorizing the City Council to grant franchises to one or more tow operators for police generated tow services; and

WHEREAS, City granted various franchises and entered into Franchise Agreements for Vehicle Tow Services pursuant to Chapter 6-84 with several franchisees that will expire on August 31, 2013; and

WHEREAS, City would like to grant new franchises to the entities listed on the attached Tow Vendor List.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa grants tow franchises to the tow vendors named on the Tow Vendor List, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Council authorizes agreements with the tow vendors on the Tow Vendor List in substantially the same form as the Franchise Agreement for Vehicle Tow Services, attached hereto as Exhibit B, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Council authorizes the Chief of Police or designee to approve amendments to the Franchise Agreements, subject to requirements of Chapter 6-84 of the Santa Rosa City Code.

BE IT FURTHER RESOLVED that a tow franchise to Larry James Hartwick doing business as Express Towing is denied.

BE IT FURTHER RESOLVED that the grant and denial of the franchises herein are deemed to be in the public's interest.

BE IT FURTHER RESOLVED that Exhibit A and Exhibit B are made a part of this Resolution.

IN COUNCIL DULY PASSED this 27<sup>th</sup> day of August, 2013.

AYES: (7) Mayor Bartley, Vice Mayor Carlstrom, Council Members Combs, Olivares, Ours, Swinth, Wysocky

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST: *Jessie H. Aguin*  
City Clerk

APPROVED: *Don P. Bartley*  
Mayor

APPROVED AS TO FORM:  
*Carlene R. Jones*  
City Attorney

Attachments: Exhibit A - Tow Vendor List  
Exhibit B - Franchise Agreement for Vehicle Tow Services

**EXHIBIT A**

Proposed Tow Vendor List for  
Franchise Agreement for Vehicle Tow Services  
2013-2014

**Amanda Cream** doing business as **All Star Towing**  
369B Todd Road, Santa Rosa, CA 95407 (707) 585-1357

**Stephen W. Young** doing business as **Art's Towing Service**  
512 Roseland Avenue, Santa Rosa, CA 95407 (707) 544-2449

**Cream's Dismantling, Inc.** doing business as **Cream's Towing**  
3971 Santa Rosa Avenue, Santa Rosa, CA 95407 (707) 588-9296

**Empire Towing Service, Inc.**  
121 Chestnut Street, Santa Rosa, CA 95401 (707) 571-8096

**Crozat Investment Corp.** doing business as **G & C Towing**  
251 Bellevue Avenue, Santa Rosa, CA 95407 (707) 547-2364

**Phuc Tran** doing business as **Performance Auto and Tow, Inc.**  
2151 Santa Rosa Avenue, CA 95403 (707) 546-9023

**BJES Enterprises, Inc.** doing business as **Santa Rosa Towing**  
3575 Airway Drive, Santa Rosa, CA 95403 (707) 542-1600

**Yarbrough Bros. Towing, Inc.**  
4291 Santa Rosa Avenue, CA 95407 (707) 584-5000

EXHIBIT B

FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT  
AND

[\_\_\_\_\_]

City Agreement Number \_\_\_\_\_

Dated \_\_\_\_\_



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-12-2014

GROUP:  
POLICY NUMBER: 1937256-2014  
CERTIFICATE ID: 8  
CERTIFICATE EXPIRES: 12-12-2015  
12-12-2014/12-12-2015

CITY OF SANTA ROSA POLICE DEPARTMENT NC  
ATT: TRAFFIC BUREAU  
988 SONOMA AVE  
SANTA ROSA CA 95404-4803

REVIEWED  
DEC 03 2014  
CITY OF SANTA ROSA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - SPATZ, WILLIAM, PRESIDENT - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-08-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

EMPIRE TOWING SERVICE INC  
121 CHESTNUT ST  
SANTA ROSA CA 95401

NC



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: TD

DATE (MM/DD/YYYY)  
09/25/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> R.A. Storelee Insurance Agency Rob Storelee 321 First Street Suite 201 Emeryville, CA 94610 Robert A. Storelee	707-745-3321 707-745-3709	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS: PRODUCER CUSTOMER ID: <b>EMPIR-1</b>	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Progressive Casualty Insurance</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # <b>REVISED</b> <b>OCT 02 2014</b> <b>CITY OF SANTA ROSA</b>
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**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. RISK/INSTR. (WORD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPIR. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability	X	07965732-3	01/22/14	06/22/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGO \$ 2,000,000
	GENL. AGGREGATE LIMIT APPLIES PER:					
	POLICY	PER				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UNINSURED	X	07965732-2	05/22/14	05/22/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	GARAGEKEEPERS		07966732-3	05/22/14	06/22/15	50,000 \$1,000 Ded
A	ON HOOK		07968732-3	05/22/14	06/22/15	50,000 \$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 401, Additional Equipment Schedule, if more space is required)  
**CITY OF SANTA ROSA, ITS OFFICERS, AGENTS AND EMPLOYEES SHALL BE NAMED AS AN ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR...**

**CERTIFICATE HOLDER**

**CANCELLATION**

**CITSROS**  
  
 City of Santa Rosa  
 Santa Rosa Police Department  
 Traffic Bureau  
 965 Sonoma Avenue  
 Santa Rosa, CA 95404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
  
 AUTHORIZED REPRESENTATIVE  
*Robert A. Storelee*

POLICY NUMBER: 07963732-2 Bmpbc Towing Service Inc COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT -- OWNERS, LESSEES OR CONTRACTORS - (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**SCHEDULE**

Name of Person or Organization:  
**CITY OF SANTA ROSA, IT'S OFFICERS, AGENTS AND EMPLOYEES  
SANTA ROSA POLICE DEPARTMENT TRAFFIC BUREAU  
965 SONOMA AVENUE  
SANTA ROSA CA 95404**

Project: **ALL OPERATIONS**

**THE INSURANCE AS PROVIDED BY THIS POLICY IS PRIMARY AND NON-CONTRIBUTING OVER ANY OTHER VALID AND COLLECTABLE INSURANCE.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by you.

All other Terms and Conditions of this Policy remain unchanged.

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**FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT  
AND  
PERFORMANCE AUTO AND TOW**

**City Agreement Number 28337**

**Dated 8/27/2013**



## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27<sup>th</sup> day of August, 2013, by and between the City of Santa Rosa ("City"), acting by and through the Santa Rosa Police Department ("Department"), and Phuc Tran, dba: Performance Auto & Tow, a sole proprietor ("Operator").

### RECITALS

A. City requires tow services in the exercise of its police powers as necessary or appropriate for the general welfare of its citizens.

B. City has adopted Chapter 6-84 of the Santa Rosa City Code requiring tow operators to enter into franchise agreements for police generated tow operations.

C. Operator desires to obtain a non-exclusive franchise permitting Operator to provide tow services generated by the Department on a rotational basis with other tow franchisees.

D. Operator also desires to provide miscellaneous on call tow services to the City that are not expressly included in the scope of the tow franchise.

E. City and Operator have negotiated the terms pursuant to which Operator will operate the franchise and provide such miscellaneous services to the City and have herein reduced such terms to writing.

## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Operator hereby agree as follows:

### **SECTION 1. DEFINITIONS**

The terms defined below shall for all purposes hereof have the meanings ascribed to them herein, unless the context clearly requires some other meaning. Other terms shall have the meanings given to them herein. Words not defined herein shall be given their common and ordinary meaning.

"After Hours" means weekdays between 5:00 p.m. and 8:00 a.m. and all weekends and Holidays.

"Assigned Traffic Personnel" means the traffic sergeant or the sergeant's designee.

"Business Hours" means weekdays from 8 a.m. through 5 p.m., excluding weekends and Holidays.

"Department" means the Santa Rosa Police Department and the Santa Rosa Police Department Communication Center.

"Franchisee" means a tow truck operator awarded a non-exclusive tow franchise pursuant to a franchise agreement with the City.

"Holiday" means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

"Impounded Vehicle" means a vehicle seized and held by a law enforcement agency.

"Interested Party" means a registered vehicle owner or the owner's legally authorized agent.

"Load Salvage Operation" means any operation of Class B, C or D Tow Trucks involving the recovery of a load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

"Operator" means Operator and Operator's managers.

"Possession" of a vehicle arises when the vehicle is removed and is in transit, or when a Vehicle Recovery Operation or Load Salvage Operation has begun.

"Personal Property" means property that is not attached to the vehicle.

"Response Time" means the amount of time from the time the call was placed to Operator by the Department to the time of arrival at the point of destination.

"Rotation Tow List" means a list of Franchisees maintained by the City.

"Time of Call to End of Service" means the amount of time from the time the call was placed to Operator by the Department until the estimated time of return to Operator's place of business or the completion of the call.

"Tow Truck" has the same meaning as that assigned to it in California Vehicle Code section 615.

"Vehicle Recovery Operation" means an operation involving the process of up righting an overturned vehicle that requires the use of auxiliary equipment due to the size or location of the vehicle and which is normally limited to operations requiring Class B, C or D Tow Trucks.

## SECTION 2. ROTATION TOW LIST

A. The City will use a Rotation Tow List to request Franchisees to tow vehicles in the order in which the Franchisees appear on the list. The list will not exceed ten Franchisees at any one time. Operator will be placed on the Rotation Tow List upon execution of this Agreement by City and Operator.

B. A call to a Franchisee shall constitute one turn on the list and that Franchisee will then be moved to the bottom of the list. City will call the next Franchisee on the list when the prior Franchisee: 1) fails to answer the telephone; 2) cannot or refuses to respond; or 3) is canceled due to excessive Response Time.

C. OPERATOR agrees to all rotation tows, when called by the Department for service at anytime during a 24 hour period.

D. Operator will be removed from the Rotation Tow List for two rotation cycles if Operator refuses or fails to respond to a call for service. If Operator fails to respond to calls for service on more than three occasions within a 30 day period, the City may suspend Operator's services or terminate this Agreement.

E. If Operator is unable to provide storage space in response to a call for service, it will be removed from the Rotation Tow List for 24 hours or until storage space is made available, whichever is greater.

F. Operator may not impose any fees or charges on any party where City or an Interested Party cancels a call for service prior to Possession. In such cases, City will place Operator on the top of the Rotation Tow List.

G. Where Possession has begun in response to a Department call and is canceled by an Interested Party, charges to the Interested Party shall not exceed one half of the regular towing charge for the call for service.

H. If two or more Franchisees are called to a scene, Operator agrees that Department employee in charge of the incident has the discretion to assign Franchisees to particular vehicles to be moved or towed. Where Operator is directed to move vehicles to clear a road or protect lives, Operator shall provide the requested assistance at no charge to City and City will place Operator on the top of the Rotation Tow List.

I. Nothing in this Agreement shall prohibit the Department employee in charge of the incident from requesting a Franchisee that is not at the top of the Rotation Tow List when

reasonably required under the circumstances. In such cases, the Franchisee will be placed at the bottom of the Rotation Tow List unless the call for service is canceled, whereupon Franchisee will maintain its place on the list.

### **SECTION 3. OPERATOR OBLIGATIONS**

A. Operator agrees that City shall have the right to conduct a background investigation of Operator and to request and receive summary criminal history information regarding Operator from the California Department of Justice and Federal Bureau of Investigation as pursuant to California Vehicle Code section 2432.3. Upon request by City, Operator agrees to provide all information needed to obtain this information, including Operator's fingerprints. Operator agrees that Operator shall pay the cost of fingerprinting and processing the request for summary criminal information. Operator further agrees that every agent and employee of Operator who will provide services under this Agreement shall successfully undergo a background investigation before providing or continuing any services hereunder.

B. Operator shall notify City of any arrest and/or conviction of Operator or Operator employee, prior to the beginning of the next work shift of that person. The failure to make this notification will be cause for suspension of Operator's services or termination of this Agreement by City.

C. Assigned Traffic Personnel shall be notified immediately by Operator upon a Tow Truck driver's separation from employment with Operator.

D. Operator shall require that all Tow Truck drivers providing services under this Agreement participate in a controlled substance and alcohol testing ("CSAT") program prior to the provision of services.

1. Tow Truck 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. Tow Truck drivers not required to possess Class A, Class B, or commercial Class C licenses shall be enrolled in a CSAT program substantially similar to the requirements in subsection 1 above.

3. Operator shall ensure selection pools for commercial and non-commercial licensed drivers are maintained separately.

4. A Tow Truck driver possessing a non-commercial driver's license who has a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

E. Operator and Tow Truck drivers shall be enrolled in the Employer Pull Notice ("EPN") Program with the California Department of Motor Vehicles. Operator shall provide to City a current list of drivers and a copy of the current EPN Program report, or in the case of a newly hired Tow Truck driver, proof of enrollment in the EPN Program.

1. Operator shall enroll new drivers in the EPN Program within 30 days of hire.

2. Pull notices shall be kept on file, signed, and dated by Operator.

F. Operator shall notify City immediately upon notification of any sanctions against Operator or its termination from any law enforcement agency rotation. Failure to make this notification will be cause for suspension of services or termination of this Agreement by City.

G. Operator shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to City during the Franchise Agreement for Vehicle Tow Services enrollment period. The expiration of Operator's MCP permit and/or suspension of the MCP, pursuant to California Vehicle Code section 34623, shall result in the immediate suspension of services or termination of this Agreement by City.

H. Operator shall ensure all Tow Truck drivers comply with Title 13, sections 1212 through 1218 of the California Code of Regulations, including Section 1213 pertaining to drivers' duty records.

#### **SECTION 4. TOW TRUCK CLASSIFICATIONS**

A. Operator shall equip and maintain Tow Trucks in accordance with the requirements set forth in Attachment A, and in a manner consistent with industry standards and practices. Operator shall equip and maintain a minimum of two trucks and one car carrier in Classes A, B, C or D. These trucks shall be equipped to tow car trailers and boat trailers.

B. All Vehicle Recovery Operation vehicles shall have recovery, wheel lift, and an extendable/retractable boom meeting the specifications herein.

1. Class D Tow Trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.

2. A Class B Tow Truck with a 14-ton boom rating, that has been previously inspected and approved by the City and owned by Operator since January, 2009, may remain on rotation, subject to approval following annual inspections.

3. Car carriers are exempt 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 manufacturer's gross vehicle weight rating (GVWR) and/or safe loading requirements of a Tow Truck may be cause for immediate suspension of services by City. Violations include exceeding the Tow Truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, and not maintaining 50 percent of the Tow Truck's unladen front axle weight on the front axle when towing.

D. There are four (4) classes of Tow Trucks that may be used to provide services under this Agreement.

1. Class A - Light Duty. Operator shall maintain a minimum of one Tow Truck with a manufacturer's GVWR of at least 14,000 pounds. Class A 4-wheel drive Tow Trucks with a GVWR of less than 14,000 pounds shall be used only for recoveries requiring the use of 4-wheel drive.

2. Class B - Medium Duty. Operator shall maintain at least one Tow Truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and tractor protection valve or device, and be capable of providing and maintaining air to towed vehicles.

3. Class C - Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles.

4. Class D - Super Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles, except where the truck is used exclusively for salvage and recovery operations.

## **SECTION 5. 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 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 recovery equipment shall 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) of the equipment.

D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

## **SECTION 6. TOW TRUCK DRIVERS**

A. All of Operator's Tow Truck drivers shall attend and pass a certified tow truck driver training course meeting the requirements of the California Highway Patrol. Each certified Tow Truck driver shall maintain a current and valid certificate. Operator shall ensure that Tow Truck drivers performing services under this Agreement are qualified and competent drivers. Tow Truck drivers shall be at least 18 years of age and possess the following minimum Class Driver's Licenses:

1. Class A Tow Truck - A valid Class C (3) license, or a valid Class A (1) license with valid medical certificate.
  2. Class B Tow Truck - A valid Class A (1) license with valid medical certificate.
  3. Class C Tow Truck - A valid Class A (1) license with valid medical certificate.
  4. Class D Tow Truck - A valid Class A (1) license with valid medical certificate.
- B. Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes.
- C. Operator shall maintain a current list of Tow Truck drivers and provide a current list to City. Operator shall notify City within seven days of the hiring of any new drivers.
- D. Operator shall provide a copy of the Tow Truck drivers' training certificates to City within seven days of any hiring of new drivers.
- E. Operator shall maintain the following information for each Tow Truck driver:
- Full Name
  - Date of Birth
  - California Driver's License Number
  - Copy of valid medical certificate (if required)
  - Job Title/Description
  - Current Home Address
  - Current Home Phone Number
  - Types of trucks the driver is trained to operate
  - A copy of the Tow Truck driver's training course certificate
- F. Tow Truck drivers are not eligible to drive for the City until successfully completing a background investigation. However, drivers may operate in a "trainee" status with a certified driver pending the return of the results of the background investigation.
- G. Any conviction of an employee of Operator 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 or misdemeanor driving under the influence of alcohol or drugs, moral turpitude, or a violation of Section 13377(a) of the California Vehicle Code may be cause for immediate removal of the employee by Department from the Tow Truck driver list. The refusal by Operator to promptly remove any such employee, or a conviction for any of these offenses by Operator or a principal of Operator, may be cause for the suspension and/or termination of this Agreement by City.
- H. UNIFORMS: Tow Truck drivers shall wear an identifiable uniform displaying Operator's name while engaged in City tow operations. A name identification badge shall be worn at all times while conducting tow operations. The badge must be officially issued by Santa Rosa Police Department with a photograph of the driver. If at any time an unauthorized driver is found to be operating a Tow Truck while providing services under this Agreement, Operator's services will be suspended by City for seven (7) days. All rotation Tow Truck drivers shall wear the federally mandated traffic safety vests or reflectorized uniform shirts while engaged in tow services.

I. **PERSONAL APPEARANCE:** Tow Truck drivers shall present a professional image, including good personal hygiene, clean, un-torn uniforms and no offensive or excessive body art or piercings.

J. **DEMEANOR AND CONDUCT:** While involved in City tow services or related business, Operator and its agents and employees shall refrain from all acts of misconduct including, but not limited to:

1. Rude or discourteous behavior;
2. Lack of service, selective service or refusal to provide service which can be performed;
3. Any act of moral turpitude, sexual harassment or sexual impropriety;
4. Unsafe driving practices;
5. Exhibiting any objective symptoms of alcohol or drug use.

K. If Operator or employee of Operator displays any signs of impairment (alcohol, prescription or illegal drugs) at the scene of a call for service, Operator or employee of Operator agrees to preliminary screening by law enforcement. Operator or employee of Operator who refuses to submit to preliminary testing may be removed from the Rotational Tow List or may result in the suspension of services or termination of this Agreement by City.

#### **SECTION 7. COMPLIANCE WITH FRANCHISE AWARD**

In executing this Agreement, Operator agrees to and shall abide by all requirements of Santa Rosa City Code Chapter 6-84 as the same may be amended from time to time.

#### **SECTION 8. FRANCHISE FEES**

Operator shall pay to City any franchise fee established by City. However, in the event City establishes or increases an established franchise fee during the term of this Agreement, Operator may, notwithstanding any other provisions of this Agreement, unilaterally terminate this Agreement and forfeit the granted franchise upon giving City thirty (30) days written notice of termination. In such case, Operator shall only be responsible for the proportion of the franchise fee due prior to termination.

#### **SECTION 9. FRANCHISE FEE PAYMENT**

A. On or before September 1 of each year, Operator shall pay to City the annual franchise fee for the forthcoming year. The fee shall be set in accordance with the provisions of Santa Rosa City Code Chapter 6-84 and by resolution of the City Council. The fee per operator shall be determined by dividing the total franchise fee established by City Council by the total number of Franchisees.

B. City will send Operator an invoice specifying the franchise fee on or before August 1 of each year. The fee shall be due and payable within thirty (30) days of receipt by Operator.

C. Failure to remit the franchise fee to City when due shall result in the imposition of a late fee of two-percent (2%) per month until paid. If Operator fails to pay the franchise fee for more than (90) ninety days after the due date, City shall have the option to terminate this Agreement or remove Operator from the Rotation Tow List until the franchise fee is paid.



D. Operator shall pay all required franchise fees to:

City of Santa Rosa  
Finance Department  
P.O. Box 1673  
Santa Rosa, CA 95402

#### SECTION 10. MISCELLANEOUS SERVICES

Operator agrees to provide miscellaneous services upon the Department's request that are not included in the scope of the services provided under the franchise. Such services may include towing of vehicles requested by different divisions within the Department, such as calls for lock-outs or undercover operations. The City agrees to pay for approved services by Operator at the rate of \$130.00 per hour. The total compensation payable to Operator for the services provided under this Section shall not exceed the sum of \$5,000.00. The City's Chief Financial Officer is authorized to pay all proper claims under this Section from Charge Number 170902-5321.

#### SECTION 11. RATES

A. Fees charged for all tow service calls originating from the Department shall be reasonable, valid and not in excess of the rates established by City. These rates are as follows:

\$200.00	Hourly Rate
\$55.00/day	Inside Storage Rate
\$55.00/day	Outside Storage Rate

B. Rate requirements represent the maximum Operator may charge on a City call. Operator is not precluded from charging less when deemed appropriate by Operator.

C. Operator shall refund any charges in excess of the rates established in Section 11 A upon demand by City.

D. Operator may only request rate changes during the enrollment period or at the annual mandatory meeting. The Assigned Traffic Personnel shall then review the rates based upon charges for similar services, rates adopted by other public agencies, and rates of other tow operators.

E. Charges for towing calls shall be computed from Time of Call to End of Service and charged at the established hourly rate for a minimum period of one hour. All time spent on a call in excess of one hour shall be charged in fifteen-minute increments. Operator may not impose any additional charges, such as mileage, labor, etc.

1. Any secondary towing requested by an Interested Party, such as towing from Operator's storage to a different location, is subject to negotiation between Operator and the Interested Party.

F. Fees for special services

1. Upon completion of any special services using Class B, C, or D Tow Trucks for Vehicle Recovery Operations or Load Salvage Operations, Operator shall submit the Interested Party's invoice to the Assigned Traffic Personnel for approval.

a. Hourly rates for special services shall be approved with the Assigned Traffic Personnel. Charges in excess of thirty minutes shall be charged in fifteen-minute increments. Fees shall be reasonable and consistent with industry standards for similar services, such as recovery of a vehicle hauling load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

b. Regardless of the class of Tow Truck, charges shall not be more than the class of vehicle towed or serviced, except when Vehicle Recovery Operations require a larger class of truck.

c. Hourly rates shall be approved by Assigned Traffic Personnel for auxiliary or contracted equipment, e.g. airbags, converter gear/dolly, additional trailer and contracted labor.

G. Charges for After-Hours release of a vehicle or Personal Property shall not exceed one-half of established hourly rate.

H. STORAGE FEES: Operator shall display a sign in plain view at all cashiers' stations, as described in California Civil Code section 3070, disclosing all storage fees and charges in effect, including the maximum storage rate.

I. Owners of vehicles stored 24 hours or less shall be charged no more than one day of storage pursuant to California Civil Code section 3068.1(a).

1. 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 portion thereof, pursuant to Section 3068.1(a).

2. Storage of vehicles in combination, such as a vehicle on a dolly, con-gear, vehicle carrier/trailer, etc, being towed by a vehicle, should be charged per vehicle, excluding the carrier, etc.

J. The schedule of rates charged by Operator shall be available in the Tow Truck and shall be presented upon demand to person(s) for whom the services are provided, or the law enforcement officer at the scene.

**SECTION 12. RESPONSE TO CALLS**

A. Operator agrees to timely respond to calls for service when called by City.

B. Assigned Traffic Personnel will approve rates payable to Operator for the removal and disposition of larger vehicles, as outlined in Attachment C, on a case by case basis. When these vehicles are not being towed for Vehicle Code sections 22669(a) or 22669(d), and Operator has the appropriate equipment to tow the vehicle, Operator shall tow vehicle in

question. The disposal of any garbage and hazardous materials in such vehicles is the responsibility of Operator.

C. Operator shall respond to calls for service from the Department 24 hours a day, seven days a week. Operator's Response Time shall not exceed thirty (30) minutes where the call for service occurs between the hours of 6:00 a.m. and 6:00 p.m. and shall not exceed forty (40) minutes with respect to all other calls. The failure to meet the maximum Response Time on three (3) or more occasions within a thirty (30) day period may result in suspension of Operator's services or termination of this Agreement by City.

D. At the time of a call for service, Operator shall advise the Department if Operator is unable either to respond or to meet the maximum Response Time.

E. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the Department.

F. Only an appropriately licensed driver shall respond with a properly equipped Tow Truck of the class required to tow the vehicle. Tow Truck driver shall have the license and applicable license endorsements in his/her possession.

G. Operator shall notify the Department at least 24 hours in advance when it will be unavailable to perform services hereunder, noting the times and dates of the unavailability.

H. Tow Truck drivers may not respond to calls accompanied by any individual not employed by Operator and may not respond with animals in their possession.

I. Operator will not intentionally arrive at a scene requiring a tow unless requested by Department.

J. All questions and disputes regarding the Rotation Tow List shall be referred in writing to the Assigned Traffic Personnel during Business Hours.

K. Operator shall remove or clean from the scene of the collision any liquid, glass, or debris from the scene, excluding flammable substances. Failure to do so will result in a request for Operator to return to the scene to complete the clean-up. Repeated complaints that Operator has failed to comply with this Section may result in suspension or termination of this Agreement by City.

### **SECTION 13. STORAGE FACILITY**

A. Operator's primary storage facility shall be located at Operator's business address. Any additional storage facilities identified in Attachment B may also be used by Operator. Operator shall provide prior notice of the use of a new or secondary storage facility for inspection and approval by City prior to use. There shall be no charge for any additional distance traveled to and from new or secondary locations.

B. Operator shall maintain an office at the listed business address. That office shall be staffed by an employee during Business Hours. Any change in the location of the office shall have the prior written approval of City.

C. Operator shall provide security for vehicles and Personal Property at all storage facilities. At a minimum, a permanent securely fenced or enclosed area of adequate size shall be provided for the proper storage of vehicles.

D. Storage facilities shared by Operator with other business establishments shall be physically separated and secured from one another.

E. Vehicles with open windows or roofs (excluding vehicles with major damages from collisions), shall be stored inside to protect the interior of the vehicles from adverse weather conditions. Where no inside storage is available, the vehicle shall be covered with a tarp. Operator is responsible for the care, custody, and control of any Personal Property in towed and stored vehicles.

1. Operator shall release Personal Property from a lien vehicle upon demand by the Interested Party pursuant to California Vehicle Code section 22851(b).

2. A receipt shall be provided to Interested Party by Operator for removed Personal Property and a copy placed in the stored vehicle. This procedure shall also apply to the removal of Personal Property by Operator to a secured area.

F. Business Hours shall be posted in plain view to the public.

G. Operator employees shall be trained to competently conduct business transactions related to towing, storage and the release of vehicles and property.

H. An Impounded Vehicle shall be released only upon written authorization from the Department.

1. In the event an Interested Party of an Impounded Vehicle signs over the title of the vehicle to Operator in lieu of towing and storage fees prior to the end of the thirty (30) day impound (14602.6 CVC impound), Operator shall keep the vehicle in impound for the remainder of the 30 days. At the end of the 30-day impound period, Operator will be required to obtain a "no fee" release from City in order to take full custody of the vehicle.

2. There shall be no fee charged for recovery of Personal Property from an Impounded Vehicle by the Department. The only fees that may be charged to a person authorized by the Department to obtain Personal Property from an Impounded Vehicle are After-Hours charges, if applicable.

I. A vehicle that is not impounded shall be released upon request of the Interested Party pursuant to California Vehicle Code section 22850.3. Operator shall advise the Interested Party of any and all related additional fees.

#### **SECTION 14. INSURANCE**

A. Operator shall maintain in full force and effect, all of the insurance coverage described in this Section. Maintenance of the insurance coverage as set forth in this Section is a material element of this Agreement and a material part of the consideration provided by Operator in exchange for City's agreement hereunder. Failure by Operator to (1) maintain or renew coverage, (2) provide City notice of any changes, modifications, or reductions in coverage, or

(3) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Operator, whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Operator to maintain required insurance coverage shall not excuse or alleviate Operator from any of its other duties or obligations under this Agreement. The following are the insurance requirements for this Agreement:

1. Business Automobile Liability (as required by California Vehicle Code section 16500.5) - Bodily injury and property damage with a combined single limit of not less than \$1 million. These minimum standards are to include owned, non-owned, and hired auto coverage.

2. Uninsured Motorist - Legal minimum, combined single limit, stated in writing on certificate.

3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the Tow Truck.

a.	Class A Tow Truck	\$ 50,000
b.	Class B Tow Truck	\$100,000
c.	Class C Tow Truck	\$200,000
d.	Class D Tow Truck	\$250,000

4. Garage liability includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.

5. Garage keeper's liability shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of Operator in the storage yard.

6. Workers' Compensation Insurance as required by the State of California and Employee's Liability Insurance of \$1 million.

7. Operator shall furnish City with a separate page titled Additional Insured Endorsement (AIE) as evidence that the insurance required is in effect. The certificate shall name the "City of Santa Rosa, its officers, agents, and employees" as additional insureds by endorsement under the policy and shall provide that the coverage shall be primary coverage as to such additional insured. The AIE will list insured's business name, policy number and effective dates.

#### SECTION 15. INDEMNITY

A. Operator (the "Indemnifying Party") agrees to pay and shall indemnify, defend and hold City, including any person at any time serving as an official, officer, employee, volunteer, attorney, or agent of the City, (any such person is hereinafter referred to as an "Indemnified Party" and collectively as "Indemnified Parties") harmless from and against any and all claims, liabilities, fines, losses, damages, costs, expenses, including attorneys' fees and/or costs, litigation and court costs, amounts paid in settlement, and amounts paid to discharge defendants, suits and judgments of any kind whatsoever, whether in contract, tort or strict liability, brought, claimed or rendered against any Indemnified Party (collectively, "Claims"), including, but not limited to, claims, liabilities, fines, losses, damages, costs, expenses, suits and judgments arising out of or in connection with this Agreement, regardless of responsibility

for negligence. Provided, however, that such indemnification of the Indemnified Parties by Operator shall not include indemnification of any Indemnified Party for liabilities caused by the sole active negligence or willful misconduct of such Indemnified Party.

B. The obligations of Operator pursuant to this Section shall survive termination or expiration of this Agreement.

## **SECTION 16. INSPECTIONS**

A. Tow Truck Inspections:

1. **ANNUAL INSPECTIONS:** City shall have the right to inspect all Tow Trucks annually. Annual inspections will be conducted by Assigned Traffic Personnel in coordination with CHP inspections. Tow Trucks shall pass Level One inspections with California Highway Patrol (CHP 407F, Safetynet Driver/Vehicle Inspection Report) prior to a Department inspection. All of the equipment listed on Attachment A shall be on the truck during the inspection.

2. **OTHER INSPECTIONS:** At the written request of Operator, City will inspect a Tow Truck within seven (7) calendar days of the request unless sooner inspection is warranted. The Assigned Traffic Personnel may conduct additional inspections without notice to Operator during Business Hours.

3. City will conduct no more than one reinspection of Tow Trucks that fail inspection. Operator will be provided written notification of inspection failure. Operator may thereafter request a determination meeting with Assigned Traffic Personnel. Operator shall not dispatch a Tow Truck that has not passed inspection.

B. Business Site Inspections:

1. City may inspect the storage facility at any time during normal Business Hours without notice to Operator. Failure to maintain the facility at an acceptable level of cleanliness or safety may result in the suspension or termination of this Agreement by City.

2. Lien sale records of vehicles towed or stored under this Agreement shall be available to City for review. No lien sale fee may be charged when any vehicle is released prior to 72 hours. Lien sale fees shall comply with California Vehicle Code section 22851.12.

3. Operator shall also maintain all records of tow services, including a description of vehicles towed, time, location of calls, and total itemized costs of towing and storage. City may inspect, without notice, Operator's records during Business Hours. Records shall be maintained and available for inspection for a period of four (4) years from the date of the service provided.

## **SECTION 17. FINANCIAL INTEREST/SALE OF BUSINESS**

A. Operator may not hold a financial interest in the business of any other Franchisee. A financial interest includes ownership, membership or management in the other business or common ownership or use of any of its property, tow trucks or equipment.

B. The sale and/or transfer of assets in Operator's business shall immediately terminate this Agreement unless otherwise agreed in writing by City.

**SECTION 18. ANNUAL MEETINGS**

City will conduct an annual mandatory meeting with Operator to discuss the Agreement. City will give Operator thirty (30) days written notice of the meeting. If Operator fails to attend the annual meeting, Operator may be suspended from the Rotation Tow List.

**SECTION 19. COMPLIANCE WITH LAW**

A. Operator shall at all times comply with Federal, State, and local laws and ordinances.

B. Operator, and its agents and employees, may not accept gifts or gratuities in connection with the provision of services hereunder.

**SECTION 20. COMPLIANCE WITH FRANCHISE AGREEMENT**

A. Operator shall comply with each and every term and condition of this Agreement. Failure by Operator or its employees to comply with the terms and conditions of this Agreement, including but not limited to any violation of equipment requirements, safe loading requirements or matters related to safety, as well as overcharging or failure to maintain proper licenses may be cause for suspension or termination of this Agreement by City. Any conduct endangering the public or bringing discredit on City will also be a basis for suspension or termination of this Agreement by City, in City's reasonable discretion.

B. All service complaints initiated or received by City against Operator or its employee(s) will be accepted and investigated in a fair and impartial manner. Operator will promptly assist and cooperate with the investigation. Upon City's determination that Operator or its employees are in violation of this Agreement, City may take appropriate action.

**SECTION 21. DETERMINATION MEETING**

Operator may request a meeting in writing within three (3) business days of receipt of any notice of action taken by City. The request must be received by City within three (3) business days of receipt of the notice. The Assigned Traffic Personnel shall set a meeting within ten (10) business days from receipt of the request. Each party shall be allowed to present information to the Assigned Traffic Personnel regarding the appropriateness of the action taken by City.

**SECTION 22. TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE**

A. This Agreement terminates on August 31, 2015, unless sooner terminated by City as provided herein. The City may, in its discretion, extend this Agreement annually for up to three successive one year terms upon written notice to Operator.

B. City shall have the right to terminate this Agreement for convenience upon not less than ninety (90) days written notice to Operator.

**SECTION 23. EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS**

Attachment A contains a listing of Tow Truck equipment specifications and requirements applicable to all Operators. Attachment B contains approved additional storage facilities of Operator. Attachment C contains negotiated vehicle cost criteria. Attachments A, B and C are incorporated herein as though set forth in full.

**SECTION 24. NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City:

Michael R. Numalville  
Sergeant  
Traffic Bureau  
Santa Rosa Police Department  
965 Sonoma Avenue  
Santa Rosa, CA 95404

Operator:

Phuc Tran,  
dba: Performance Auto and Tow  
2151 Santa Rosa Avenue  
Santa Rosa, CA 95407  
(707) 546-9023

Any notice given as provided here will be deemed given the business day after the notice is mailed to either of the persons listed above.

**SECTION 25. INDEPENDENT CONTRACTOR**

The parties intend that Operator, in performing services herein specified, shall act as an independent contractor and shall have control of its services and the manner in which the services are performed. Operator shall be free to contract for similar services to be performed for other parties while under this Agreement with City. Operator is not considered to be an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.

**SECTION 26. ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the parties.

**SECTION 27. MODIFICATION**

This Agreement shall not be modified except in writing executed by all parties.

**SECTION 28. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

A. Operator hereby represents and warrants to City that it (a) is a duly organized and validly existing sole proprietorship, formed and in good standing under the laws of the State of



California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Operator hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Operator in accordance with the terms hereof.

B. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

C. City of Santa Rosa and Operator have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Operator:

PHUC TRAN/LOAN NGUYEN  
[Insert legal name and entity, as applicable]

By [Signature]  
Name

PHUC TRAN  
Title  
OWNER

By [Signature]  
Name  
LOAN NGUYEN  
Title  
OWNER

City Business Tax # \_\_\_\_\_

Taxpayer # 68-0484584

CITY OF SANTA ROSA  
A Municipal Corporation

By [Signature]  
Name

Chief of Police

APPROVED AS TO FORM  
City Attorney

By [Signature]

ATTACHMENT A

1. REQUIREMENTS FOR ALL CLASSES

A. CALIFORNIA VEHICLE CODE REQUIREMENTS

Current Registration 4000 CVC  
Headlights 24400 CVC  
Beam Indicator 24408 CVC  
Tail Lamps 24600 CVC  
License Plate Lamp 24601 CVC  
Stop Lamps 24603 CVC  
Extension Lights 24605 CVC  
Backup Lamps (1969+) 24606 CVC  
Reflectors, Rear 24607 CVC  
Reflectors, Front and Side (1968+) 24608 CVC  
Turn Signals 24951 CVC  
Clearance Lamps (>80" Wide) 25100 CVC  
Amber Warning Lights 25253 CVC  
Warning Devices (Reflectors) 25300 CVC  
Service Brakes 26311 CVC  
Parking Brake 26451 CVC  
Windshield 26700 CVC  
Windshield Wipers 26706 CVC  
Mirrors 26709 CVC  
Horn 27000 CVC  
Exhaust System 27150 CVC  
Fuel Cap 27155 CVC  
Tire Tread 27465 CVC  
Fenders/Mud Guards 27600 CVC  
Broom 27700 CVC  
Shovel 27700 CVC  
Fire Extinguisher 4B, C Rating 27700 CVC  
Safety Chains 29004 CVC  
Signs 27907 CVC

B. SERVICE AND OTHER EQUIPMENT

Flashlight  
Wrecking Bar (Large Pry Bar)  
Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.  
Trash Cans & Absorbent  
Shop Rags or Paper Towels  
Shop to Truck Communications (Cell phones / 2-way radio)  
Fuel in Approved Containers (Classes A and B)  
Booster Battery or Hot Box

Hydraulic Jack  
Tire Changing Equipment  
Rubber Mallet / Hub Cap Tool (Classes A and B)  
Lockout Tools (Classes A and B)  
Motorcycle Straps (Class A)  
Sledge Hammer  
Tool Kit  
Reflective Safety Attire

C. TOWING EQUIPMENT

Manufacturer Rating Plates  
Controls Labeled  
Wrecker Boom Assembly  
Wheel Lift Assembly  
Body and Towing Equipment Mounting Bolts  
Wrecker Controls  
Throttle Control  
Hydraulic Rams, Hoses, Valves  
Cable Sheaves  
Recovery Chain

D. WHEEL LIFT

Pivot Pin  
Wheel Lift Tie Down Safety Straps or Chains  
"L" Arms  
Claw

E. CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)  
Sling Pads

E. CAR CARRIER

Carrier Bed Frame  
Bed Hinges  
Loading Bridle  
Bed Safety Lock  
Slide Pads

2. TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

A. CLASS A

Minimum 14,000 Pound GVWR Chassis  
4-Ton Boom Rating  
One 4-Ton Snatch Block  
Tow Dolly (with wheel tie down straps)  
Steering Wheel Securement Device  
100' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Tow Sling "Minimum" 3,000 Pounds (if equipped)  
Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks  
Two (2) Safety Chains 5/16" Alloy or OEM Specifications  
Wheel Lift Rating - Extended 3,000 Pounds  
Two (2) Crossbeams, (1) 4"x 4"x 60" and (1) 4"x 4"x 48"(Minimum)

B. CLASS A CAR CARRIER

Minimum 14,000 Pound GVWR Chassis  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Loading Bridle with J/T Hooks  
4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets  
Adequate Crossbeams or Ramping Material

C. CLASS A CAR CARRIER TWO VEHICLE

Minimum 19,501 Pound GVWR Chassis  
Loading Bridle with J/T Hooks  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Alloy/OEM Spec & Wheel Straps - Towed Vehicle  
4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets  
2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed

Vehicle

Adequate Crossbeams or Ramping Material

D. CLASS B

Minimum 33,000 Pound GVWR Chassis  
16-Ton Boom Rating  
150' 7/16" 6 x 19 Wire Rope or OEM Specifications  
Safety Chains 1/2" Alloy or OEM Specifications  
Two 8-Ton Snatch Blocks  
Air Brakes or Hydraulic W/Air Hookup Package  
Air Hoses and Fittings  
Steering Wheel Securement Device  
Axle Covers/Caps  
Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)  
Two (2) - 4"x6"x48" Crossbeams (minimum)  
Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks  
Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds

Extended

Under Lift/Fork Adapters w/Tie-Down Straps or Chains  
Safety Tie-Down Chains and Binders  
Aluminum Tow Angles (Minimum 2)

E. CLASS B CAR CARRIER

Minimum 33,000 Pound GVWR Chassis  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Loading Bridle with J/T Hooks  
Steering Wheel Securement Device  
4 Safety Chains 5/16" Grade 70 or OEM Specifications  
2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed

Vehicle

Adequate Cross Beams or Ramping Material

F. CLASS C

Minimum 48,000 Pound GVWR Chassis  
25-Ton Boom Rating  
200' 5/8" 6 x 19 Wire Rope or OEM Specifications  
Two (2) Safety Chains 5/8" Alloy or OEM Specifications  
Two 12-Ton Snatch Blocks  
Air Brakes W/Air Hookup Package  
Air Hoses and Fittings  
Steering Wheel Securement Device  
Axle Covers/Caps  
Tow Chains 5/8" Grade 70 or OEM Specifications  
Two (2) 4"x 6"x 48" Crossbeams (Minimum)  
Pintle Hook  
Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended  
Under Lift/Fork Adapters w/Tie-Down Straps or Chains  
Aluminum Tow Angles (Minimum 2)  
Safety Tie-Down Chains and Binders  
Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)  
Tow Sling 12,000 Pound Rating (if equipped)

G. CLASS D

Minimum 52,000 Pound GVWR Chassis  
35-Ton Boom Rating  
250' 3/4" 6 x 19 Wire Rope or OEM Specifications  
Two (2) Safety Chains 5/8" Alloy or OEM Specifications  
Two 12-Ton Snatch Blocks  
Air Brakes W/Air Hookup Package  
Air Hoses and Fittings

Steering Wheel Securement Device  
Axle Cover/Caps  
Tow Chains 5/8" Grade 70 or OEM Specifications  
Two (2) 4"x 6"x 48" Crossbeams (Minimum)  
Pintle Hook  
Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended  
Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)  
Aluminum Tow Angles (Minimum 2)  
Safety Tie-Down Chains and Binders  
Tow Sling with 20,000 Pound Rating (if equipped)  
Under Lift / Fork Adapters w/Tie-Down Straps or Chains

*MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex  
EE)*

**ATTACHMENT B**

1. Storage facilities locations approved for use under Tow Service Agreement:

A. 2151 Santa Rosa Ave., Santa Rosa, CA 95407

B.

C.

D.

ATTACHMENT C

NEGOTIATED VEHICLE COST CRITERIA

1. RECREATIONAL VEHICLES AND TRAILERS

- A. Travel trailers and fifth wheel trailers of a size larger than 17 feet in length:
- B. Motorized recreational vehicles:
  - 1. Class "A" vehicles - Motor homes of a size between 23 feet to 40 feet in length.
  - 2. Class "C" vehicles - Cab-over mini motor homes of a size between 18 feet to 35 feet in length.

NOTE: This classification does not include a truck with camper or van conversions.

2. PASSENGER BUSES AND BUS CONVERSIONS

Vehicles of a size larger than 30 feet in length.

3. LARGE COMMERCIAL TRUCKS AND SEMI-TRUCK TRAILERS

Examples may include large moving vans, dump trucks, etc.



Aug 27, 2013

RESOLUTION NO. 28337

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA GRANTING VEHICLE TOW FRANCHISES AND AUTHORIZING FRANCHISE AGREEMENTS WITH VARIOUS TOW VENDORS

WHEREAS, on July 20, 2004, the City of Santa Rosa adopted Chapter 6-84 of the Santa Rosa City Code authorizing the City Council to grant franchises to one or more tow operators for police generated tow services; and

WHEREAS, City granted various franchises and entered into Franchise Agreements for Vehicle Tow Services pursuant to Chapter 6-84 with several franchisees that will expire on August 31, 2013; and

WHEREAS, City would like to grant new franchises to the entities listed on the attached Tow Vendor List.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa grants tow franchises to the tow vendors named on the Tow Vendor List, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Council authorizes agreements with the tow vendors on the Tow Vendor List in substantially the same form as the Franchise Agreement for Vehicle Tow Services, attached hereto as Exhibit B, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Council authorizes the Chief of Police or designee to approve amendments to the Franchise Agreements, subject to requirements of Chapter 6-84 of the Santa Rosa City Code.

BE IT FURTHER RESOLVED that a tow franchise to Larry James Hartwick doing business as Express Towing is denied.

BE IT FURTHER RESOLVED that the grant and denial of the franchises herein are deemed to be in the public's interest.

BE IT FURTHER RESOLVED that Exhibit A and Exhibit B are made a part of this Resolution.

IN COUNCIL DULY PASSED this 27<sup>th</sup> day of August, 2013.

AYES: (7) Mayor Bartley, Vice Mayor Carlstrom, Council Members Combs, Olivares, Ours, Swinth, Wysocky

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST: *DeWitt Aggar* City Clerk APPROVED: *David P. Bartley* Mayor

APPROVED AS TO FORM:  
*Carlene R. Jones*  
City Attorney

Attachments: Exhibit A - Tow Vendor List  
Exhibit B - Franchise Agreement for Vehicle Tow Services

**EXHIBIT A**

**Proposed Tow Vendor List for  
Franchise Agreement for Vehicle Tow Services  
2013-2014**

**Amanda Cream doing business as All Star Towing**  
369B Todd Road, Santa Rosa, CA 95407 (707) 585-1357

**Stephen W. Young doing business as Art's Towing Service**  
512 Roseland Avenue, Santa Rosa, CA 95407 (707) 544-2449

**Cream's Dismantling, Inc. doing business as Cream's Towing**  
3971 Santa Rosa Avenue, Santa Rosa, CA 95407 (707) 588-9296

**Empire Towing Service, Inc.**  
121 Chestnut Street, Santa Rosa, CA 95401 (707) 571-8096

**Crozat Investment Corp. doing business as G & C Towing**  
251 Bellevue Avenue, Santa Rosa, CA 95407 (707) 547-2364

**Phuc Tran doing business as Performance Auto and Tow, Inc.**  
2151 Santa Rosa Avenue, CA 95403 (707) 546-9023

**BJES Enterprises, Inc. doing business as Santa Rosa Towing**  
3575 Airway Drive, Santa Rosa, CA 95403 (707) 542-1600

**Yarbrough Bros. Towing, Inc.**  
4291 Santa Rosa Avenue, CA 95407 (707) 584-5000

EXHIBIT B

FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT  
AND

[\_\_\_\_\_]

City Agreement Number \_\_\_\_\_

Dated \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shana Insurance Services, Corp. P.O. Box 571360 Tarzana, CA, 91357	CONTACT NAME PHONE (A/C, Ho, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: <b>Victoria Fire &amp; Casualty Company</b> INSURER B: <b>State Compensation Insurance Fund</b> INSURER C: INSURER D: INSURER E: <b>CITY OF SANTA ROSA</b> INSURER F:
--	--

**REVIEWED**  
**FEB 12 2015**

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. CAT.	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NO.	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		1470140	12/26/14	12/26/15	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ uninsured motorist \$100,000/300,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	9107921-2014	7/31/14	7/31/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$1,000,000 EL. DISEASE - EA EMPLOYEE \$1,000,000 EL. DISEASE - POLICY LIMIT \$1,000,000
A	on hook coverage		1470140	12/26/14	12/26/15	100,000 (ded-1,000)

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required))  
 Certificate holder, City of Santa Rosa, its Officers, Agents, Employees and Volunteers, Police Department, Traffic Bureau are named as Additional Insured on the Commercial Auto.  
 \*\*\*10 days NDC for non payment of premium\*\*\*

CERTIFICATE HOLDER City of Santa Rosa Its Officers, Agents, Employees and Volunteers Police Department, Traffic Bureau 965 Sonoma Ave. Santa Rosa, CA, 95404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



Underwritten by Victoria Select Insurance Company  
 22901 Millcreek Blvd, Cleveland, OH 44122-5728  
 1-800-888-8424

POLICY NUMBER  
 1470140

POLICY PERIOD: 12/26/2014 TO: 12/26/2015

NAME OF ADDITIONAL INSURED  
 CITY OF SANTA ROSA  
 POLICE DEPARTMENT, TRAFFIC BUREAU  
 965 SONOMA AVENUE  
 SANTA ROSA, CA 95404

NAMED INSURED AND MAILING ADDRESS  
 TRAN, PHUC  
 DBA: PERFORMANCE AUTO & TOW  
 2151 SANTA ROSA AVE  
 SANTA ROSA, CA 95407

This endorsement changes the policy effective on the inception date of policy unless another date is indicated below:

ENDORSEMENT EFFECTIVE	02/06/2015	SIGNED BY	<i>Debra Kegan</i>
--------------------------	------------	-----------	--------------------

12:01 AM Standard time at the Named Insured's Mailing Address

(Authorized Representative)

**ADDITIONAL INSURED ENDORSEMENT**

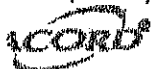
The person or organization named below is a person insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this agreement will be primary for any power unit specifically described on the declarations page.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium, if applicable, shall be paid to you. You are authorized to act for the additional insured in all matters pertaining to this insurance. We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give appropriate notice to the additional insured.

Name of Person or Organization:  
 CITY OF SANTA ROSA  
 POLICE DEPARTMENT, TRAFFIC BUREAU  
 965 SONOMA AVENUE  
 SANTA ROSA, CA 95404

This premium associated with this endorsement will be retained by us regardless of any early termination of this endorsement or the policy.

AA59CVC5350610



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

AGENCY  
FERNANDO MARRON INSURANCE AGENCY  
DBA: FARMERS INSURANCE  
940 STARR RD, SUITE #180  
VINDSOR, CA 95492

CONTACT NAME: FERNANDO MARRON  
PHONE: 707-936-9790 FAX: 707-936-9782  
E-MAIL: FMARRON@FARMERSAGENT.COM  
ADDRESS: FERNANDO MARRON INSURANCE AGENCY  
INSURER A: TRUCK INSURANCE EXCHANGE  
INSURER B: **REVIEWED**  
INSURER C: **FEB 12 2015**  
INSURER D: **CITY OF SANTA ROSA**  
INSURER E:  
INSURER F:  
INSURER G:  
INSURER H:  
INSURER I:  
INSURER J:

INSURED  
PHUC TRAN  
DBA: PERFORMANCE AUTO AND TOW  
2151 SANTA ROSA AVE  
SANTA ROSA CA 95407

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SERV. <input type="checkbox"/> LOC OTHER:	X	605506612	12/15/14	12/15/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP A&D \$ 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> GARAGE <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> KEEPERS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	X	605606612	12/15/14	12/15/15	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ LIMIT OF COVERAGE \$ 100,000 EACH OCCURRENCE \$ AGGREGATE \$ PER STATE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
BP 12-03-07-02 Additional Insured Endorsement: City of Santa Rosa, it's officers, Agents, and Employees, Police Department, and Traffic Bureau  
Endorsement Attached

CERTIFICATE HOLDER  City of Santa Rosa, it's Officers, Agents, And Employees, Police Department and Traffic Bureau 965 Sonoma Ave Santa Rosa, CA 95404	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LOSS PAYABLE PROVISIONS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

SCHEDULE*				
Prem. No.	Bldg. No.	Description Of Property	Loss Payee (Name & Address)	Provision Applicable (Indicate Paragraph A, B or C)
001	001	ELIGIBLE COVERED PROPERTY	CITY OF SANTA ROSA-TTS OFFICERS, AGENTS, AND EMPLOYEES 965 BAYVIEW AVE SANTA ROSA CA 954044803	C

The following is added to the Loss Payment Property Loss Condition in Section I Property, as shown in the Declarations or by an "A", "B" or "C" in the Schedule:

**A. Loss Payable**

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

**B. Lender's Loss Payable**

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor (including a mortgageholder or trustee) with whom you have entered a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:
  - a. Warehouse receipts;
  - b. A contract for deed;
  - c. Bills of lading; or
  - d. Financing statements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure for similar action on the Covered Property.

- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
  - (1) Pays any premium due under this policy at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of Section I Property will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:
  - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

\*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.



(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:
  - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### C. Contract Of Sale

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to Paragraph H. Other Insurance in Section III - Common Policy Conditions:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Shana Insurance Services, Corp. P.O. Box 571380 Tarzana, CA, 91357	CONTACT NAME	
	PHONE (A/C, No, Ext)	FAX (A/C, No)
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Phuc Tran DBA: Performance Auto and Tow 2161 Santa Rosa Ave. Santa Rosa, CA, 95407	INSURER A: State Compensation Insurance Fund	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

REVIEWED  
OCT 16 2014  
CITY OF SANTA ROSA

COVERAGES CERTIFICATE NUMBER: 9107921-2014

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. COVR (IND, WAD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRC. JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N/A	9107921-2014	7/31/14	7/31/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 105, Additional Remarks Schedule, may be attached if more space is required)  
 Proof of Workers Compensation insurance for the named Insured.  
 \*\*\*10 days NOC for non payment of premium\*\*\*

CERTIFICATE HOLDER City of Santa Rosa Its Officers, Agents, Employees of Police Department and Traffic Division 965 Sonoma Avenue Santa Rosa, CA, 95404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Albert Hernandez</i> KYM
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**FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT**

**AND**

**Alex Berg dba Cloverdale / All City / Santa Rosa Tow**

City Agreement Number **28598**

Dated **1/27/2015**

**TABLE OF CONTENTS**

RECITALS ..... 1

DEFINITIONS ..... 2

ROTATION LIST ..... 3

OPERATOR OBLIGATIONS ..... 4

TOW TRUCK CLASSIFICATIONS ..... 5

GENERAL EQUIPMENT SPECIFICATIONS ..... 6

TOW TRUCK DRIVERS ..... 6

COMPLIANCE WITH FRANCHISE AWARD ..... 8

FRANCHISE FEES ..... 8

FRANCHISE FEE PAYMENT ..... 8

MISCELLANEOUS SERVICES ..... 9

RATES ..... 9

RESPONSE TO CALLS ..... 10

STORAGE FACILITY ..... 11

INSURANCE ..... 12

INDEMNITY ..... 13

INSPECTIONS ..... 14

FINANCIAL INTEREST/SALE OF BUSINESS ..... 14

ANNUAL MEETINGS ..... 15

COMPLIANCE WITH LAW ..... 15

COMPLIANCE WITH FRANCHISE AGREEMENT ..... 15

DETERMINATION MEETING ..... 15

TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE ..... 15

EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS ..... 16

NOTICES ..... 16

INDEPENDENT CONTRACTOR ..... 16

ENTIRE AGREEMENT ..... 16

MODIFICATION ..... 16

AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS ..... 16

ATTACHMENT A ..... 1-A

ATTACHMENT B ..... 1-B

ATTACHMENT C ..... 1-C

## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27th day of January, 2014, by and between the City of Santa Rosa ("City"), acting by and through the Santa Rosa Police Department ("Department"), and Alex Berg, DBA: Cloverdale / A.. City / Santa Rosa Tow, a Sole Proprietor ("Operator").

### RECITALS

A. City requires tow services in the exercise of its police powers as necessary or appropriate for the general welfare of its citizens.

B. City has adopted Chapter 6-84 of the Santa Rosa City Code requiring tow operators to enter into franchise agreements for police generated tow operations.

C. Operator desires to obtain a non-exclusive franchise permitting Operator to provide tow services generated by the Department on a rotational basis with other tow franchisees.

D. Operator also desires to provide miscellaneous on call tow services to the City that are not expressly included in the scope of the tow franchise.

E. City and Operator have negotiated the terms pursuant to which Operator will operate the franchise and provide such miscellaneous services to the City and have herein reduced such terms to writing.

## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Operator hereby agree as follows:

### **SECTION 1. DEFINITIONS**

The terms defined below shall for all purposes hereof have the meanings ascribed to them herein, unless the context clearly requires some other meaning. Other terms shall have the meanings given to them herein. Words not defined herein shall be given their common and ordinary meaning.

**"After Hours"** means weekdays between 5:00 p.m. and 8:00 a.m. and all weekends and Holidays.

**"Assigned Traffic Personnel"** means the traffic sergeant or the sergeant's designee.

**"Business Hours"** means weekdays from 8 a.m. through 5 p.m., excluding weekends and Holidays.

**"Department"** means the Santa Rosa Police Department and the Santa Rosa Police Department Communication Center.

**"Franchisee"** means a tow truck operator awarded a non-exclusive tow franchise pursuant to a franchise agreement with the City.

**"Holiday"** means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

**"Impounded Vehicle"** means a vehicle seized and held by a law enforcement agency.

**"Interested Party"** means a registered vehicle owner or the owner's legally authorized agent.

**"Load Salvage Operation"** means any operation of Class B, C or D Tow Trucks involving the recovery of a load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

**"Operator"** means Operator and Operator's managers.

**"Possession"** of a vehicle arises when the vehicle is removed and is in transit, or when a Vehicle Recovery Operation or Load Salvage Operation has begun.

**"Personal Property"** means property that is not attached to the vehicle.

**"Response Time"** means the amount of time from the time the call was placed to Operator by the Department to the time of arrival at the point of destination.

**"Rotation Tow List"** means a list of Franchisees maintained by the City.

**"Time of Call to End of Service"** means the amount of time from the time the call was placed to Operator by the Department until the estimated time of return to Operator's place of business or the completion of the call.

**"Tow Truck"** has the same meaning as that assigned to it in California Vehicle Code section 615.

**"Vehicle Recovery Operation"** means an operation involving the process of up righting an overturned vehicle that requires the use of auxiliary equipment due to the size or location of the vehicle and which is normally limited to operations requiring Class B, C or D Tow Trucks.

## **SECTION 2. ROTATION TOW LIST**

A. The City will use a Rotation Tow List to request Franchisees to tow vehicles in the order in which the Franchisees appear on the list. The list will not exceed ten Franchisees at any one time. Operator will be placed on the Rotation Tow List upon execution of this Agreement by City and Operator.

B. A call to a Franchisee shall constitute one turn on the list and that Franchisee will then be moved to the bottom of the list. City will call the next Franchisee on the list when the prior Franchisee: 1) fails to answer the telephone; 2) cannot or refuses to respond; or 3) is canceled due to excessive Response Time.

C. OPERATOR agrees to all rotation tows, when called by the Department for service at anytime during a 24 hour period.

D. Operator will be removed from the Rotation Tow List for two rotation cycles if Operator refuses or fails to respond to a call for service. If Operator fails to respond to calls for service on more than three occasions within a 30 day period, the City may suspend Operator's services or terminate this Agreement.

E. If Operator is unable to provide storage space in response to a call for service, it will be removed from the Rotation Tow List for 24 hours or until storage space is made available, whichever is greater.

F. Operator may not impose any fees or charges on any party where City or an Interested Party cancels a call for service prior to Possession. In such cases, City will place Operator on the top of the Rotation Tow List.

G. Where Possession has begun in response to a Department call and is canceled by an Interested Party, charges to the Interested Party shall not exceed one half of the regular towing charge for the call for service.

H. If two or more Franchisees are called to a scene, Operator agrees that Department employee in charge of the incident has the discretion to assign Franchisees to particular vehicles to be moved or towed. Where Operator is directed to move vehicles to clear a road or protect lives, Operator shall provide the requested assistance at no charge to City and City will place Operator on the top of the Rotation Tow List.

I. Nothing in this Agreement shall prohibit the Department employee in charge of the incident from requesting a Franchisee that is not at the top of the Rotation Tow List when reasonably required under the circumstances. In such cases, the Franchisee will be placed at the bottom of

the Rotation Tow List unless the call for service is canceled, whereupon Franchisee will maintain its place on the list.

### **SECTION 3. OPERATOR OBLIGATIONS**

A. Operator agrees that City shall have the right to conduct a background investigation of Operator and to request and receive summary criminal history information regarding Operator from the California Department of Justice and Federal Bureau of Investigation as pursuant to California Vehicle Code section 2432.3. Upon request by City, Operator agrees to provide all information needed to obtain this information, including Operator's fingerprints. Operator agrees that Operator shall pay the cost of fingerprinting and processing the request for summary criminal information. Operator further agrees that every agent and employee of Operator who will provide services under this Agreement shall successfully undergo a background investigation before providing or continuing any services hereunder.

B. Operator shall notify City of any arrest and/or conviction of Operator or Operator employee, prior to the beginning of the next work shift of that person. The failure to make this notification will be cause for suspension of Operator's services or termination of this Agreement by City.

C. Assigned Traffic Personnel shall be notified immediately by Operator upon a Tow Truck driver's separation from employment with Operator.

D. Operator shall require that all Tow Truck drivers providing services under this Agreement participate in a Controlled Substance and Alcohol Testing ("CSAT") program prior to the provision of services.

1. Tow Truck 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. Tow Truck drivers not required to possess Class A, Class B, or commercial Class C licenses shall be enrolled in a CSAT program substantially similar to the requirements in subsection 1 above.

3. Operator shall ensure selection pools for commercial and non-commercial licensed drivers are maintained separately.

4. A Tow Truck driver possessing a non-commercial driver's license who has a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

E. Operator and Tow Truck drivers shall be enrolled in the Employer Pull Notice ("EPN") Program with the California Department of Motor Vehicles. Operator shall provide to City a current list of drivers and a copy of the current EPN Program report, or in the case of a newly hired Tow Truck driver, proof of enrollment in the EPN Program.

1. Operator shall enroll new drivers in the EPN Program within 30 days of hire.

2. Pull notices shall be kept on file, signed, and dated by Operator.



F. Operator shall notify City immediately upon notification of any sanctions against Operator or its termination from any law enforcement agency rotation. Failure to make this notification will be cause for suspension of services or termination of this Agreement by City.

G. Operator shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to City during the Franchise Agreement for Vehicle Tow Services enrollment period. The expiration of Operator's MCP permit and/or suspension of the MCP, pursuant to California Vehicle Code section 34623, shall result in the immediate suspension of services or termination of this Agreement by City.

H. Operator shall ensure all Tow Truck drivers comply with Title 13, sections 1212 through 1218 of the California Code of Regulations, including Section 1213 pertaining to drivers' duty records.

#### **SECTION 4. TOW TRUCK CLASSIFICATIONS**

A. Operator shall equip and maintain Tow Trucks in accordance with the requirements set forth in Attachment A, and in a manner consistent with industry standards and practices. Operator shall equip and maintain a minimum of two trucks and one car carrier in Classes A, B, C or D. These trucks shall be equipped to tow car trailers and boat trailers.

B. All Vehicle Recovery Operation vehicles shall have recovery, wheel lift, and an extendable/retractable boom meeting the specifications herein.

1. Class D Tow Trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.

2. A Class B Tow Truck with a 14-ton boom rating, that has been previously inspected and approved by the City and owned by Operator since January, 2009, may remain on rotation, subject to approval following annual inspections.

3. Car carriers are exempt 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 manufacturer's Gross Vehicle Weight Rating (GVWR) and/or safe loading requirements of a Tow Truck may be cause for immediate suspension of services by City. Violations include exceeding the Tow Truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, and not maintaining 50 percent of the Tow Truck's unladen front axle weight on the front axle when towing.

D. There are four (4) classes of Tow Trucks that may be used to provide services under this Agreement.

1. Class A - Light Duty. Operator shall maintain a minimum of one Tow Truck with a manufacturer's GVWR of at least 14,000 pounds. Class A 4-wheel drive Tow Trucks with a GVWR of less than 14,000 pounds shall be used only for recoveries requiring the use of 4-wheel drive.

2. Class B - Medium Duty. Operator shall maintain at least one Tow Truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air

brakes and tractor protection valve or device, and be capable of providing and maintaining air to towed vehicles.

3. Class C - Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles.

4. Class D - Super Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles, except where the truck is used exclusively for salvage and recovery operations.

## **SECTION 5. 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 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 recovery equipment shall 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) of the equipment.

D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

## **SECTION 6. TOW TRUCK DRIVERS**

A. All of Operator's Tow Truck drivers shall attend and pass a certified tow truck driver training course meeting the requirements of the California Highway Patrol. Each certified Tow Truck driver shall maintain a current and valid certificate. Operator shall ensure that Tow Truck drivers performing services under this Agreement are qualified and competent drivers. Tow Truck drivers shall be at least 18 years of age and possess the following minimum Class Driver's Licenses:

1. Class A Tow Truck - A valid Class C (3) license, or a valid Class A (1) license with valid medical certificate.
  2. Class B Tow Truck - A valid Class A (1) license with valid medical certificate.
  3. Class C Tow Truck - A valid Class A (1) license with valid medical certificate.
  4. Class D Tow Truck - A valid Class A (1) license with valid medical certificate.
- B. Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes.
- C. Operator shall maintain a current list of Tow Truck drivers and provide a current list to City. Operator shall notify City within seven days of the hiring of any new drivers.
- D. Operator shall provide a copy of the Tow Truck drivers' training certificates to City within seven days of any hiring of new drivers.
- E. Operator shall maintain the following information for each Tow Truck driver:
- Full Name
  - Date of Birth
  - California Driver's License Number
  - Copy of valid medical certificate (if required)
  - Job Title/Description
  - Current Home Address
  - Current Home Phone Number
  - Types of trucks the driver is trained to operate
  - A copy of the Tow Truck driver's training course certificate
- F. Tow Truck drivers are not eligible to drive for the City until successfully completing a background investigation. However, drivers may operate in a "trainee" status with a certified driver pending the return of the results of the background investigation.
- G. Any conviction of an employee of Operator 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 or misdemeanor driving under the influence of alcohol or drugs, moral turpitude, or a violation of Section 13377(a) of the California Vehicle Code may be cause for immediate removal of the employee by Department from the Tow Truck driver list. The refusal by Operator to promptly remove any such employee, or a conviction for any of these offenses by Operator or a principal of Operator, may be cause for the suspension and/or termination of this Agreement by City.
- H. UNIFORMS: Tow Truck drivers shall wear an identifiable uniform displaying Operator's name while engaged in City tow operations. A name identification badge shall be worn at all times while conducting tow operations. The badge must be officially issued by Santa Rosa Police Department with a photograph of the driver. If at any time an unauthorized driver is found to be operating a Tow Truck while providing services under this Agreement, Operator's services will be suspended by City for seven (7) days. All rotation Tow Truck drivers shall wear the federally mandated traffic safety vests or reflectorized uniform shirts while engaged in tow services.

I. **PERSONAL APPEARANCE:** Tow Truck drivers shall present a professional image, including good personal hygiene, clean, un-torn uniforms and no offensive or excessive body art or piercings.

J. **DEMEANOR AND CONDUCT:** While involved in City tow services or related business, Operator and its agents and employees shall refrain from all acts of misconduct including, but not limited to:

1. Rude or discourteous behavior;
2. Lack of service, selective service or refusal to provide service which can be performed;
3. Any act of moral turpitude, sexual harassment or sexual impropriety;
4. Unsafe driving practices;
5. Exhibiting any objective symptoms of alcohol or drug use.

K. If Operator or employee of Operator displays any signs of impairment (alcohol, prescription or illegal drugs) at the scene of a call for service, Operator or employee of Operator agrees to preliminary screening by law enforcement. Operator or employee of Operator who refuses to submit to preliminary testing may be removed from the Rotational Tow List or may result in the suspension of services or termination of this Agreement by City.

#### **SECTION 7. COMPLIANCE WITH FRANCHISE AWARD**

In executing this Agreement, Operator agrees to and shall abide by all requirements of Santa Rosa City Code Chapter 6-84 as the same may be amended from time to time.

#### **SECTION 8. FRANCHISE FEES**

Operator shall pay to City any franchise fee established by City. However, in the event City establishes or increases an established franchise fee during the term of this Agreement, Operator may, notwithstanding any other provisions of this Agreement, unilaterally terminate this Agreement and forfeit the granted franchise upon giving City thirty (30) days written notice of termination. In such case, Operator shall only be responsible for the proportion of the franchise fee due prior to termination.

#### **SECTION 9. FRANCHISE FEE PAYMENT**

A. On or before September 1 of each year, Operator shall pay to City the annual franchise fee for the forthcoming year. The fee shall be set in accordance with the provisions of Santa Rosa City Code Chapter 6-84 and by resolution of the City Council. The fee per operator shall be determined by dividing the total franchise fee established by City Council by the total number of Franchisees.

B. City will send Operator an invoice specifying the franchise fee on or before August 1 of each year. The fee shall be due and payable within thirty (30) days of receipt by Operator.

C. Failure to remit the franchise fee to City when due shall result in the imposition of a late fee of two-percent (2%) per month until paid. If Operator fails to pay the franchise fee for more than (90) ninety days after the due date, City shall have the option to terminate this Agreement or remove Operator from the Rotation Tow List until the franchise fee is paid.

D. Operator shall pay all required franchise fees to:

City of Santa Rosa  
Finance Department  
P.O. Box 1673  
Santa Rosa, CA 95402

#### **SECTION 10. MISCELLANEOUS SERVICES**

Operator agrees to provide miscellaneous services upon the Department's request that are not included in the scope of the services provided under the franchise. Such services may include towing of vehicles requested by different divisions within the Department, such as calls for lock-outs or undercover operations. The City agrees to pay for approved services by Operator at the rate of \$130.00 per hour. The total compensation payable to Operator for the services provided under this Section shall not exceed the sum of \$5,000.00. The City's Chief Financial Officer is authorized to pay all proper claims under this Section from Charge Number 170902-5321.

#### **SECTION 11. RATES**

A. Fees charged for all tow service calls originating from the Department shall be reasonable, valid and not in excess of the rates established by City. These rates are as follows:

\$200.00	Hourly Rate
\$55.00/day	Inside Storage Rate
\$55.00/day	Outside Storage Rate

B. Rate requirements represent the maximum Operator may charge on a City call. Operator is not precluded from charging less when deemed appropriate by Operator.

C. Operator shall refund any charges in excess of the rates established in Section 11 A upon demand by City.

D. Operator may only request rate changes during the enrollment period or at the annual mandatory meeting. The Assigned Traffic Personnel shall then review the rates based upon charges for similar services, rates adopted by other public agencies, and rates of other tow operators.

E. Charges for towing calls shall be computed from Time of Call to End of Service and charged at the established hourly rate for a minimum period of one hour. All time spent on a call in excess of one hour shall be charged in fifteen-minute increments. Operator may not impose any additional charges, such as mileage, labor, etc.

1. Any secondary towing requested by an Interested Party, such as towing from Operator's storage to a different location, is subject to negotiation between Operator and the Interested Party.

**F. Fees for special services**

1. Upon completion of any special services using Class B, C, or D Tow Trucks for Vehicle Recovery Operations or Load Salvage Operations, Operator shall submit the Interested Party's invoice to the Assigned Traffic Personnel for approval.

a. Hourly rates for special services shall be approved with the Assigned Traffic Personnel. Charges in excess of thirty minutes shall be charged in fifteen-minute increments. Fees shall be reasonable and consistent with industry standards for similar services, such as recovery of a vehicle hauling load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

b. Regardless of the class of Tow Truck, charges shall not be more than the class of vehicle towed or serviced, except when Vehicle Recovery Operations require a larger class of truck.

c. Hourly rates shall be approved by Assigned Traffic Personnel for auxiliary or contracted equipment, e.g. airbags, converter gear/dolly, additional trailer and contracted labor.

**G. Charges for After-Hours release of a vehicle or Personal Property shall not exceed one-half of established hourly rate.**

**H. STORAGE FEES:** Operator shall display a sign in plain view at all cashiers' stations, as described in California Civil Code section 3070, disclosing all storage fees and charges in effect, including the maximum storage rate.

**I. Owners of vehicles stored 24 hours or less shall be charged no more than one day of storage pursuant to California Civil Code section 3068.1(a).**

1. 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 portion thereof, pursuant to Section 3068.1(a).

2. Storage of vehicles in combination, such as a vehicle on a dolly, con-gear, vehicle carrier/trailer, etc, being towed by a vehicle, should be charged per vehicle, excluding the carrier, etc.

**J. The schedule of rates charged by Operator shall be available in the Tow Truck and shall be presented upon demand to person(s) for whom the services are provided, or the law enforcement officer at the scene.**

**SECTION 12. RESPONSE TO CALLS**

**A. Operator agrees to timely respond to calls for service when called by City.**

**B. Assigned Traffic Personnel will approve rates payable to Operator for the removal and disposition of larger vehicles, as outlined in Attachment C, on a case by case basis. When these**

vehicles are not being towed for Vehicle Code sections 22669(a) or 22669(d), and Operator has the appropriate equipment to tow the vehicle, Operator shall tow vehicle in question. The disposal of any garbage and hazardous materials in such vehicles is the responsibility of Operator.

C. Operator shall respond to calls for service from the Department 24 hours a day, seven days a week. Operator's Response Time shall not exceed thirty (30) minutes where the call for service occurs between the hours of 6:00 a.m. and 6:00 p.m. and shall not exceed forty (40) minutes with respect to all other calls. The failure to meet the maximum Response Time on three (3) or more occasions within a thirty (30) day period may result in suspension of Operator's services or termination of this Agreement by City.

D. At the time of a call for service, Operator shall advise the Department if Operator is unable either to respond or to meet the maximum Response Time.

E. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the Department.

F. Only an appropriately licensed driver shall respond with a properly equipped Tow Truck of the class required to tow the vehicle. Tow Truck driver shall have the license and applicable license endorsements in his/her possession.

G. Operator shall notify the Department at least 24 hours in advance when it will be unavailable to perform services hereunder, noting the times and dates of the unavailability.

H. Tow Truck drivers may not respond to calls accompanied by any individual not employed by Operator and may not respond with animals in their possession.

I. Operator will not intentionally arrive at a scene requiring a tow unless requested by Department.

J. All questions and disputes regarding the Rotation Tow List shall be referred in writing to the Assigned Traffic Personnel during Business Hours.

K. Operator shall remove or clean from the scene of the collision any liquid, glass, or debris from the scene, excluding flammable substances. Failure to do so will result in a request for Operator to return to the scene to complete the clean-up. Repeated complaints that Operator has failed to comply with this Section may result in suspension or termination of this Agreement by City.

### **SECTION 13. STORAGE FACILITY**

A. Operator's primary storage facility shall be located at Operator's business address. Any additional storage facilities identified in Attachment B may also be used by Operator. Operator shall provide prior notice of the use of a new or secondary storage facility for inspection and approval by City prior to use. There shall be no charge for any additional distance traveled to and from new or secondary locations.

B. Operator shall maintain an office at the listed business address. That office shall be staffed by an employee during Business Hours. Any change in the location of the office shall have the prior written approval of City.

C. Operator shall provide security for vehicles and Personal Property at all storage facilities. At a minimum, a permanent securely fenced or enclosed area of adequate size shall be provided for the proper storage of vehicles.

D. Storage facilities shared by Operator with other business establishments shall be physically separated and secured from one another.

E. Vehicles with open windows or roofs (excluding vehicles with major damages from collisions), shall be stored inside to protect the interior of the vehicles from adverse weather conditions. Where no inside storage is available, the vehicle shall be covered with a tarp. Operator is responsible for the care, custody, and control of any Personal Property in towed and stored vehicles.

1. Operator shall release Personal Property from a lien vehicle upon demand by the Interested Party pursuant to California Vehicle Code section 22851(b).

2. A receipt shall be provided to Interested Party by Operator for removed Personal Property and a copy placed in the stored vehicle. This procedure shall also apply to the removal of Personal Property by Operator to a secured area.

F. Business Hours shall be posted in plain view to the public.

G. Operator employees shall be trained to competently conduct business transactions related to towing, storage and the release of vehicles and property.

H. An Impounded Vehicle shall be released only upon written authorization from the Department.

1. In the event an Interested Party of an Impounded Vehicle signs over the title of the vehicle to Operator in lieu of towing and storage fees prior to the end of the thirty (30) day impound (14602.6 CVC impound), Operator shall keep the vehicle in impound for the remainder of the 30 days. At the end of the 30-day impound period, Operator will be required to obtain a "no fee" release from City in order to take full custody of the vehicle.

2. There shall be no fee charged for recovery of Personal Property from an Impounded Vehicle by the Department. The only fees that may be charged to a person authorized by the Department to obtain Personal Property from an Impounded Vehicle are After-Hours charges, if applicable.

I. A vehicle that is not impounded shall be released upon request of the Interested Party pursuant to California Vehicle Code section 22850.3. Operator shall advise the Interested Party of any and all related additional fees.

#### **SECTION 14. INSURANCE**

A. Operator shall maintain in full force and effect, all of the insurance coverage described in this Section. Maintenance of the insurance coverage as set forth in this Section is a material element of this Agreement and a material part of the consideration provided by Operator in exchange for City's agreement hereunder. Failure by Operator to (1) maintain or renew coverage, (2) provide City notice of any changes, modifications, or reductions in coverage, or (3) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Operator,



whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Operator to maintain required insurance coverage shall not excuse or alleviate Operator from any of its other duties or obligations under this Agreement. The following are the insurance requirements for this Agreement:

1. Business Automobile Liability (as required by California Vehicle Code section 16500.5) - Bodily Injury and property damage with a combined single limit of not less than \$1 million. These minimum standards are to include owned, non-owned, and hired auto coverage.
2. Uninsured Motorist - Legal minimum, combined single limit, stated in writing on certificate.
3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the Tow Truck.
  - a. Class A Tow Truck \$ 50,000
  - b. Class B Tow Truck \$100,000
  - c. Class C Tow Truck \$200,000
  - d. Class D Tow Truck \$250,000
4. Garage liability includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
5. Garage keeper's liability shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of Operator in the storage yard.
6. Workers' Compensation Insurance as required by the State of California and Employee's Liability Insurance of \$1 million.
7. Operator shall furnish City with a separate page titled Additional Insured Endorsement (AIE) as evidence that the insurance required is in effect. The certificate shall name the "City of Santa Rosa, its officers, agents, and employees" as additional insureds by endorsement under the policy and shall provide that the coverage shall be primary coverage as to such additional insured. The AIE will list insured's business name, policy number and effective dates.

#### **SECTION 15. INDEMNITY**

A. Operator (the "Indemnifying Party") agrees to pay and shall indemnify, defend and hold City, including any person at any time serving as an official, officer, employee, volunteer, attorney, or agent of the City, (any such person is hereinafter referred to as an "Indemnified Party" and collectively as "Indemnified Parties") harmless from and against any and all claims, liabilities, fines, losses, damages, costs, expenses, including attorneys' fees and/or costs, litigation and court costs, amounts paid in settlement, and amounts paid to discharge defendants, suits and judgments of any kind whatsoever, whether in contract, tort or strict liability, brought, claimed or rendered against any Indemnified Party (collectively, "Claims"), including, but not limited to, claims, liabilities, fines, losses, damages, costs, expenses, suits and judgments arising out of or in connection with this Agreement, regardless of responsibility for negligence. Provided, however, that such indemnification of the Indemnified Parties by Operator shall not include indemnification

of any Indemnified Party for liabilities caused by the sole active negligence or willful misconduct of such Indemnified Party.

B. The obligations of Operator pursuant to this Section shall survive termination or expiration of this Agreement.

## **SECTION 16. INSPECTIONS**

### **A. Tow Truck Inspections:**

1. **ANNUAL INSPECTIONS:** City shall have the right to inspect all Tow Trucks annually. Annual inspections will be conducted by Assigned Traffic Personnel in coordination with CHP inspections. Tow Trucks shall pass Level One inspections with California Highway Patrol (CHP 407F, SafetyNet Driver/Vehicle Inspection Report) prior to a Department inspection. All of the equipment listed on Attachment A shall be on the truck during the inspection.

2. **OTHER INSPECTIONS:** At the written request of Operator, City will inspect a Tow Truck within seven (7) calendar days of the request unless sooner inspection is warranted. The Assigned Traffic Personnel may conduct additional inspections without notice to Operator during Business Hours.

3. City will conduct no more than one reinspection of Tow Trucks that fail inspection. Operator will be provided written notification of inspection failure. Operator may thereafter request a determination meeting with Assigned Traffic Personnel. Operator shall not dispatch a Tow Truck that has not passed inspection.

### **B. Business Site Inspections:**

1. City may inspect the storage facility at any time during normal Business Hours without notice to Operator. Failure to maintain the facility at an acceptable level of cleanliness or safety may result in the suspension or termination of this Agreement by City.

2. Lien sale records of vehicles towed or stored under this Agreement shall be available to City for review. No lien sale fee may be charged when any vehicle is released prior to 72 hours. Lien sale fees shall comply with California Vehicle Code section 22851.12.

3. Operator shall also maintain all records of tow services, including a description of vehicles towed, time, location of calls, and total itemized costs of towing and storage. City may inspect, without notice, Operator's records during Business Hours. Records shall be maintained and available for inspection for a period of four (4) years from the date of the service provided.

## **SECTION 17. FINANCIAL INTEREST/SALE OF BUSINESS**

A. Operator may not hold a financial interest in the business of any other Franchisee. A financial interest includes ownership, membership or management in the other business or common ownership or use of any of its property, tow trucks or equipment.

B. The sale and/or transfer of assets in Operator's business shall immediately terminate this Agreement unless otherwise agreed in writing by City.

**SECTION 18. ANNUAL MEETINGS**

City will conduct an annual mandatory meeting with Operator to discuss the Agreement. City will give Operator thirty (30) days written notice of the meeting. If Operator fails to attend the annual meeting, Operator may be suspended from the Rotation Tow List.

**SECTION 19. COMPLIANCE WITH LAW**

A. Operator shall at all times comply with Federal, State, and local laws and ordinances.

B. Operator, and its agents and employees, may not accept gifts or gratuities in connection with the provision of services hereunder.

**SECTION 20. COMPLIANCE WITH FRANCHISE AGREEMENT**

A. Operator shall comply with each and every term and condition of this Agreement. Failure by Operator or its employees to comply with the terms and conditions of this Agreement, including but not limited to any violation of equipment requirements, safe loading requirements or matters related to safety, as well as overcharging or failure to maintain proper licenses may be cause for suspension or termination of this Agreement by City. Any conduct endangering the public or bringing discredit on City will also be a basis for suspension or termination of this Agreement by City, in City's reasonable discretion.

B. All service complaints initiated or received by City against Operator or its employee(s) will be accepted and investigated in a fair and impartial manner. Operator will promptly assist and cooperate with the investigation. Upon City's determination that Operator or its employees are in violation of this Agreement, City may take appropriate action.

**SECTION 21. DETERMINATION MEETING**

Operator may request a meeting in writing within three (3) business days of receipt of any notice of action taken by City. The request must be received by City within three (3) business days of receipt of the notice. The Assigned Traffic Personnel shall set a meeting within ten (10) business days from receipt of the request. Each party shall be allowed to present information to the Assigned Traffic Personnel regarding the appropriateness of the action taken by City.

**SECTION 22. TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE**

A. This Agreement terminates on August 31, 2015, unless sooner terminated by City as provided herein. The City may, in its discretion, extend this Agreement annually for up to three successive one year terms upon written notice to Operator.

B. City shall have the right to terminate this Agreement for convenience upon not less than ninety (90) days written notice to Operator.

**SECTION 23. EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS**

Attachment A contains a listing of Tow Truck equipment specifications and requirements applicable to all Operators. Attachment B contains approved additional storage facilities of Operator. Attachment C contains negotiated vehicle cost criteria. Attachments A, B and C are incorporated herein as though set forth in full.

**SECTION 24. NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City:	Operator:
Michael R. Numalville Sergeant Traffic Bureau Santa Rosa Police Department 965 Sonoma Avenue Santa Rosa, CA 95404	Alex Berg DBA: Cloverdale / All City / Santa Rosa Tow 3575 Airway Dr. Santa Rosa, CA 95403

Any notice given as provided here will be deemed given the business day after the notice is mailed to either of the persons listed above.

**SECTION 25. INDEPENDENT CONTRACTOR**

The parties intend that Operator, in performing services herein specified, shall act as an independent contractor and shall have control of its services and the manner in which the services are performed. Operator shall be free to contract for similar services to be performed for other parties while under this Agreement with City. Operator is not considered to be an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.

**SECTION 26. ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the parties.

**SECTION 27. MODIFICATION**

This Agreement shall not be modified except in writing executed by all parties.

**SECTION 28. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

A. Operator hereby represents and warrants to City that it (a) is a duly organized and validly existing Sole Proprietorship, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the

transactions contemplated in this Agreement. Operator hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Operator in accordance with the terms hereof.

B. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

C. City of Santa Rosa and Operator have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

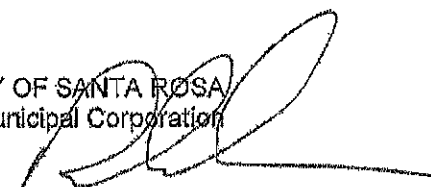
Operator:

Alex Berg, DBA Cloverdale / All City / Santa Rosa Tow

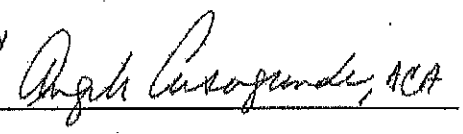
By   
Name Alex Berg  
Title Owner

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

CITY OF SANTA ROSA  
A Municipal Corporation

By   
Name Robert L. Schreeder  
Acting Chief of Police

APPROVED AS TO FORM  
City Attorney

By   
\_\_\_\_\_

City Business Tax # 9997007361

RESOLUTION NO. 28598

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA GRANTING VEHICLE TOW FRANCHISE AND AUTHORIZING A FRANCHISE AGREEMENT WITH ALEX BERG DBA CLOVERDALE / ALL CITY / SANTA ROSA TOW

WHEREAS, on July 20, 2004, the City of Santa Rosa adopted Chapter 6-84 of the Santa Rosa City Code authorizing the City Council to grant franchises to one or more tow operators for police generated tow services; and

WHEREAS, the City entered into a Franchise Agreement for Vehicle Tow Services pursuant to Chapter 6-84 with BJES Enterprises, Inc. DBA Santa Rosa Towing that will expire on August 31, 2015; and

WHEREAS, Santa Rosa Towing has been sold to Alex Berg DBA Cloverdale / All City / Santa Rosa Tow; and

WHEREAS, the City would like to grant a new franchise to Alex Berg DBA Cloverdale / All City / Santa Rosa Tow; and

WHEREAS, pursuant to Chapter 6-84.010 a new franchise shall only be granted by resolution.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa grants a tow franchise to Alex Berg DBA Cloverdale / All City / Santa Rosa Tow.

BE IT FURTHER RESOLVED that the Council authorizes a Franchise Agreement with Alex Berg DBA Cloverdale / All City / Santa Rosa Tow in substantially the same form as the Franchise Agreement for Vehicle Tow Services for police generated tows, attached hereto as Exhibit A, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Council authorizes the Chief of Police or designee to approve amendments to the Franchise Agreement, subject to requirements of Chapter 6-84 of the Santa Rosa City Code.

BE IT FURTHER RESOLVED that Exhibit A is made a part of this Resolution.

IN COUNCIL DULY PASSED this 27th day of January, 2015.

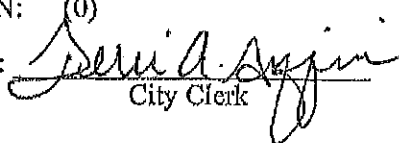
AYES: (7) Mayor Sawyer, Vice Mayor Coursey, Council Members Carlstrom, Combs, Olivares, Schwedhelm, Wysocky

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST:

  
City Clerk

APPROVED:

  
Mayor

APPROVED AS TO FORM:

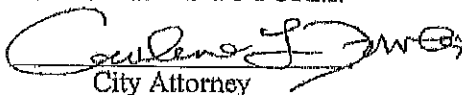
  
City Attorney

Exhibit A: Franchise Agreement for Vehicle Tow Services

FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT  
AND  
YARBROUGH BROTHERS TOWING

City Agreement Number 28337  
Dated 8/29/19

TABLE OF CONTENTS

RECITALS ..... 1

DEFINITIONS ..... 2

ROTATION LIST ..... 3

OPERATOR OBLIGATIONS ..... 4

TOW TRUCK CLASSIFICATIONS ..... 5

GENERAL EQUIPMENT SPECIFICATIONS ..... 6

TOW TRUCK DRIVERS ..... 6

COMPLIANCE WITH FRANCHISE AWARD ..... 8

FRANCHISE FEES ..... 8

FRANCHISE FEE PAYMENT ..... 8

MISCELLANEOUS SERVICES ..... 9

RATES ..... 9

RESPONSE TO CALLS ..... 10

STORAGE FACILITY ..... 11

INSURANCE ..... 12

INDEMNITY ..... 13

INSPECTIONS ..... 14

FINANCIAL INTEREST/SALE OF BUSINESS ..... 14

ANNUAL MEETINGS ..... 15

COMPLIANCE WITH LAW ..... 15

COMPLIANCE WITH FRANCHISE AGREEMENT ..... 15

DETERMINATION MEETING ..... 15

TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE ..... 15

EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS ..... 16

NOTICES ..... 16

INDEPENDENT CONTRACTOR ..... 16

ENTIRE AGREEMENT ..... 16

MODIFICATION ..... 16

AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS ..... 16

ATTACHMENT A ..... 1-A

ATTACHMENT B ..... 1-B

ATTACHMENT C ..... 1-C



## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27<sup>th</sup> day of August, 2013, by and between the City of Santa Rosa ("City"), acting by and through the Santa Rosa Police Department ("Department"), and Yarbrough Bros. Towing, Inc., dba: Yarbrough Brothers Towing, a California corporation ("Operator").

### RECITALS

A. City requires tow services in the exercise of its police powers as necessary or appropriate for the general welfare of its citizens.

B. City has adopted Chapter 6-84 of the Santa Rosa City Code requiring tow operators to enter into franchise agreements for police generated tow operations.

C. Operator desires to obtain a non-exclusive franchise permitting Operator to provide tow services generated by the Department on a rotational basis with other tow franchisees.

D. Operator also desires to provide miscellaneous on call tow services to the City that are not expressly included in the scope of the tow franchise.

E. City and Operator have negotiated the terms pursuant to which Operator will operate the franchise and provide such miscellaneous services to the City and have herein reduced such terms to writing.

## FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Operator hereby agree as follows:

### SECTION 1. DEFINITIONS

The terms defined below shall for all purposes hereof have the meanings ascribed to them herein, unless the context clearly requires some other meaning. Other terms shall have the meanings given to them herein. Words not defined herein shall be given their common and ordinary meaning.

**"After Hours"** means weekdays between 5:00 p.m. and 8:00 a.m. and all weekends and Holidays.

**"Assigned Traffic Personnel"** means the traffic sergeant or the sergeant's designee.

**"Business Hours"** means weekdays from 8 a.m. through 5 p.m., excluding weekends and Holidays.

**"Department"** means the Santa Rosa Police Department and the Santa Rosa Police Department Communication Center.

**"Franchisee"** means a tow truck operator awarded a non-exclusive tow franchise pursuant to a franchise agreement with the City.

**"Holiday"** means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

**"Impounded Vehicle"** means a vehicle seized and held by a law enforcement agency.

**"Interested Party"** means a registered vehicle owner or the owner's legally authorized agent.

**"Load Salvage Operation"** means any operation of Class B, C or D Tow Trucks involving the recovery of a load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

**"Operator"** means Operator and Operator's managers.

**"Possession"** of a vehicle arises when the vehicle is removed and is in transit, or when a Vehicle Recovery Operation or Load Salvage Operation has begun.

**"Personal Property"** means property that is not attached to the vehicle.

**"Response Time"** means the amount of time from the time the call was placed to Operator by the Department to the time of arrival at the point of destination.

**"Rotation Tow List"** means a list of Franchisees maintained by the City.

"Time of Call to End of Service" means the amount of time from the time the call was placed to Operator by the Department until the estimated time of return to Operator's place of business or the completion of the call.

"Tow Truck" has the same meaning as that assigned to it in California Vehicle Code section 615.

"Vehicle Recovery Operation" means an operation involving the process of up righting an overturned vehicle that requires the use of auxiliary equipment due to the size or location of the vehicle and which is normally limited to operations requiring Class B, C or D Tow Trucks.

## SECTION 2. ROTATION TOW LIST

A. The City will use a Rotation Tow List to request Franchisees to tow vehicles in the order in which the Franchisees appear on the list. The list will not exceed ten Franchisees at any one time. Operator will be placed on the Rotation Tow List upon execution of this Agreement by City and Operator.

B. A call to a Franchisee shall constitute one turn on the list and that Franchisee will then be moved to the bottom of the list. City will call the next Franchisee on the list when the prior Franchisee: 1) fails to answer the telephone; 2) cannot or refuses to respond; or 3) is canceled due to excessive Response Time.

C. OPERATOR agrees to all rotation tows, when called by the Department for service at anytime during a 24 hour period.

D. Operator will be removed from the Rotation Tow List for two rotation cycles if Operator refuses or fails to respond to a call for service. If Operator fails to respond to calls for service on more than three occasions within a 30 day period, the City may suspend Operator's services or terminate this Agreement.

E. If Operator is unable to provide storage space in response to a call for service, it will be removed from the Rotation Tow List for 24 hours or until storage space is made available, whichever is greater.

F. Operator may not impose any fees or charges on any party where City or an Interested Party cancels a call for service prior to Possession. In such cases, City will place Operator on the top of the Rotation Tow List.

G. Where Possession has begun in response to a Department call and is canceled by an Interested Party, charges to the Interested Party shall not exceed one half of the regular towing charge for the call for service.

H. If two or more Franchisees are called to a scene, Operator agrees that Department employee in charge of the incident has the discretion to assign Franchisees to particular vehicles to be moved or towed. Where Operator is directed to move vehicles to clear a road or protect lives, Operator shall provide the requested assistance at no charge to City and City will place Operator on the top of the Rotation Tow List.

I. Nothing in this Agreement shall prohibit the Department employee in charge of the incident from requesting a Franchisee that is not at the top of the Rotation Tow List when

reasonably required under the circumstances. In such cases, the Franchisee will be placed at the bottom of the Rotation Tow List unless the call for service is canceled, whereupon Franchisee will maintain its place on the list.

### SECTION 3. OPERATOR OBLIGATIONS

A. Operator agrees that City shall have the right to conduct a background investigation of Operator and to request and receive summary criminal history information regarding Operator from the California Department of Justice and Federal Bureau of Investigation as pursuant to California Vehicle Code section 2432.3. Upon request by City, Operator agrees to provide all information needed to obtain this information, including Operator's fingerprints. Operator agrees that Operator shall pay the cost of fingerprinting and processing the request for summary criminal information. Operator further agrees that every agent and employee of Operator who will provide services under this Agreement shall successfully undergo a background investigation before providing or continuing any services hereunder.

B. Operator shall notify City of any arrest and/or conviction of Operator or Operator employee, prior to the beginning of the next work shift of that person. The failure to make this notification will be cause for suspension of Operator's services or termination of this Agreement by City.

C. Assigned Traffic Personnel shall be notified immediately by Operator upon a Tow Truck driver's separation from employment with Operator.

D. Operator shall require that all Tow Truck drivers providing services under this Agreement participate in a controlled substance and alcohol testing ("CSAT") program prior to the provision of services.

1. Tow Truck 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. Tow Truck drivers not required to possess Class A, Class B, or commercial Class C licenses shall be enrolled in a CSAT program substantially similar to the requirements in subsection 1 above.

3. Operator shall ensure selection pools for commercial and non-commercial licensed drivers are maintained separately.

4. A Tow Truck driver possessing a non-commercial driver's license who has a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

E. Operator and Tow Truck drivers shall be enrolled in the Employer Pull Notice ("EPN") Program with the California Department of Motor Vehicles. Operator shall provide to City a current list of drivers and a copy of the current EPN Program report, or in the case of a newly hired Tow Truck driver, proof of enrollment in the EPN Program.

1. Operator shall enroll new drivers in the EPN Program within 30 days of hire.

2. Pull notices shall be kept on file, signed, and dated by Operator.

F. Operator shall notify City immediately upon notification of any sanctions against Operator or its termination from any law enforcement agency rotation. Failure to make this notification will be cause for suspension of services or termination of this Agreement by City.

G. Operator shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to City during the Franchise Agreement for Vehicle Tow Services enrollment period. The expiration of Operator's MCP permit and/or suspension of the MCP, pursuant to California Vehicle Code section 34623, shall result in the immediate suspension of services or termination of this Agreement by City.

H. Operator shall ensure all Tow Truck drivers comply with Title 13, sections 1212 through 1218 of the California Code of Regulations, including Section 1213 pertaining to drivers' duty records.

#### SECTION 4. TOW TRUCK CLASSIFICATIONS

A. Operator shall equip and maintain Tow Trucks in accordance with the requirements set forth in Attachment A, and in a manner consistent with industry standards and practices. Operator shall equip and maintain a minimum of two trucks and one car carrier in Classes A, B, C or D. These trucks shall be equipped to tow car trailers and boat trailers.

B. All Vehicle Recovery Operation vehicles shall have recovery, wheel lift, and an extendable/retractable boom meeting the specifications herein.

1. Class D Tow Trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.

2. A Class B Tow Truck with a 14-ton boom rating, that has been previously inspected and approved by the City and owned by Operator since January, 2009, may remain on rotation, subject to approval following annual inspections.

3. Car carriers are exempt 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 manufacturer's gross vehicle weight rating (GVWR) and/or safe loading requirements of a Tow Truck may be cause for immediate suspension of services by City. Violations include exceeding the Tow Truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, and not maintaining 50 percent of the Tow Truck's unladen front axle weight on the front axle when towing.

D. There are four (4) classes of Tow Trucks that may be used to provide services under this Agreement.

1. Class A - Light Duty. Operator shall maintain a minimum of one Tow Truck with a manufacturer's GVWR of at least 14,000 pounds. Class A 4-wheel drive Tow Trucks with a GVWR of less than 14,000 pounds shall be used only for recoveries requiring the use of 4-wheel drive.

2. Class B - Medium Duty. Operator shall maintain at least one Tow Truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and tractor protection valve or device, and be capable of providing and maintaining air to towed vehicles.

3. Class C - Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles.

4. Class D - Super Heavy Duty. Operator shall maintain at least one three-axle Tow Truck with a manufacturer's GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining air to towed vehicles, except where the truck is used exclusively for salvage and recovery operations.

## **SECTION 5. 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 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 recovery equipment shall 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) of the equipment.

D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

## **SECTION 6. TOW TRUCK DRIVERS**

A. All of Operator's Tow Truck drivers shall attend and pass a certified tow truck driver training course meeting the requirements of the California Highway Patrol. Each certified Tow Truck driver shall maintain a current and valid certificate. Operator shall ensure that Tow Truck drivers performing services under this Agreement are qualified and competent drivers. Tow Truck drivers shall be at least 18 years of age and possess the following minimum Class Driver's Licenses:

1. Class A Tow Truck - A valid Class C (3) license, or a valid Class A (1) license with valid medical certificate.
  2. Class B Tow Truck - A valid Class A (1) license with valid medical certificate.
  3. Class C Tow Truck - A valid Class A (1) license with valid medical certificate.
  4. Class D Tow Truck - A valid Class A (1) license with valid medical certificate.
- B. Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes.
- C. Operator shall maintain a current list of Tow Truck drivers and provide a current list to City. Operator shall notify City within seven days of the hiring of any new drivers.
- D. Operator shall provide a copy of the Tow Truck drivers' training certificates to City within seven days of any hiring of new drivers.
- E. Operator shall maintain the following information for each Tow Truck driver:
- Full Name
  - Date of Birth
  - California Driver's License Number
  - Copy of valid medical certificate (if required)
  - Job Title/Description
  - Current Home Address
  - Current Home Phone Number
  - Types of trucks the driver is trained to operate
  - A copy of the Tow Truck driver's training course certificate
- F. Tow Truck drivers are not eligible to drive for the City until successfully completing a background investigation. However, drivers may operate in a "trainee" status with a certified driver pending the return of the results of the background investigation.
- G. Any conviction of an employee of Operator 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 or misdemeanor driving under the influence of alcohol or drugs, moral turpitude, or a violation of Section 13377(a) of the California Vehicle Code may be cause for immediate removal of the employee by Department from the Tow Truck driver list. The refusal by Operator to promptly remove any such employee, or a conviction for any of these offenses by Operator or a principal of Operator, may be cause for the suspension and/or termination of this Agreement by City.
- H. UNIFORMS: Tow Truck drivers shall wear an identifiable uniform displaying Operator's name while engaged in City tow operations. A name identification badge shall be worn at all times while conducting tow operations. The badge must be officially issued by Santa Rosa Police Department with a photograph of the driver. If at any time an unauthorized driver is found to be operating a Tow Truck while providing services under this Agreement, Operator's services will be suspended by City for seven (7) days. All rotation Tow Truck drivers shall wear the federally mandated traffic safety vests or reflectorized uniform shirts while engaged in tow services.

I. **PERSONAL APPEARANCE:** Tow Truck drivers shall present a professional image, including good personal hygiene, clean, un-torn uniforms and no offensive or excessive body art or piercings.

J. **DEMEANOR AND CONDUCT:** While involved in City tow services or related business, Operator and its agents and employees shall refrain from all acts of misconduct including, but not limited to:

1. Rude or discourteous behavior;
2. Lack of service, selective service or refusal to provide service which can be performed;
3. Any act of moral turpitude, sexual harassment or sexual impropriety;
4. Unsafe driving practices;
5. Exhibiting any objective symptoms of alcohol or drug use.

K. If Operator or employee of Operator displays any signs of impairment (alcohol, prescription or illegal drugs) at the scene of a call for service, Operator or employee of Operator agrees to preliminary screening by law enforcement. Operator or employee of Operator who refuses to submit to preliminary testing may be removed from the Rotational Tow List or may result in the suspension of services or termination of this Agreement by City.

#### **SECTION 7. COMPLIANCE WITH FRANCHISE AWARD**

In executing this Agreement, Operator agrees to and shall abide by all requirements of Santa Rosa City Code Chapter 6-84 as the same may be amended from time to time.

#### **SECTION 8. FRANCHISE FEES**

Operator shall pay to City any franchise fee established by City. However, in the event City establishes or increases an established franchise fee during the term of this Agreement, Operator may, notwithstanding any other provisions of this Agreement, unilaterally terminate this Agreement and forfeit the granted franchise upon giving City thirty (30) days written notice of termination. In such case, Operator shall only be responsible for the proportion of the franchise fee due prior to termination.

#### **SECTION 9. FRANCHISE FEE PAYMENT**

A. On or before September 1 of each year, Operator shall pay to City the annual franchise fee for the forthcoming year. The fee shall be set in accordance with the provisions of Santa Rosa City Code Chapter 6-84 and by resolution of the City Council. The fee per operator shall be determined by dividing the total franchise fee established by City Council by the total number of Franchisees.

B. City will send Operator an invoice specifying the franchise fee on or before August 1 of each year. The fee shall be due and payable within thirty (30) days of receipt by Operator.

C. Failure to remit the franchise fee to City when due shall result in the imposition of a late fee of two-percent (2%) per month until paid. If Operator fails to pay the franchise fee for more than (90) ninety days after the due date, City shall have the option to terminate this Agreement or remove Operator from the Rotation Tow List until the franchise fee is paid.



D. Operator shall pay all required franchise fees to:

City of Santa Rosa  
Finance Department  
P.O. Box 1673  
Santa Rosa, CA 95402

**SECTION 10. MISCELLANEOUS SERVICES**

Operator agrees to provide miscellaneous services upon the Department's request that are not included in the scope of the services provided under the franchise. Such services may include towing of vehicles requested by different divisions within the Department, such as calls for lock-outs or undercover operations. The City agrees to pay for approved services by Operator at the rate of \$130.00 per hour. The total compensation payable to Operator for the services provided under this Section shall not exceed the sum of \$5,000.00. The City's Chief Financial Officer is authorized to pay all proper claims under this Section from Charge Number 170902-5321.

**SECTION 11. RATES**

A. Fees charged for all tow service calls originating from the Department shall be reasonable, valid and not in excess of the rates established by City. These rates are as follows:

\$200.00	Hourly Rate
\$55.00/day	Inside Storage Rate
\$55.00/day	Outside Storage Rate

B. Rate requirements represent the maximum Operator may charge on a City call. Operator is not precluded from charging less when deemed appropriate by Operator.

C. Operator shall refund any charges in excess of the rates established in Section 11 A upon demand by City.

D. Operator may only request rate changes during the enrollment period or at the annual mandatory meeting. The Assigned Traffic Personnel shall then review the rates based upon charges for similar services, rates adopted by other public agencies, and rates of other tow operators.

E. Charges for towing calls shall be computed from Time of Call to End of Service and charged at the established hourly rate for a minimum period of one hour. All time spent on a call in excess of one hour shall be charged in fifteen-minute increments. Operator may not impose any additional charges, such as mileage, labor, etc.

1. Any secondary towing requested by an Interested Party, such as towing from Operator's storage to a different location, is subject to negotiation between Operator and the Interested Party.

F. Fees for special services

1. Upon completion of any special services using Class B, C, or D Tow Trucks for Vehicle Recovery Operations or Load Salvage Operations, Operator shall submit the Interested Party's invoice to the Assigned Traffic Personnel for approval.

a. Hourly rates for special services shall be approved with the Assigned Traffic Personnel. Charges in excess of thirty minutes shall be charged in fifteen-minute increments. Fees shall be reasonable and consistent with industry standards for similar services, such as recovery of a vehicle hauling load that has been spilled, or the off-loading and reloading of a load from an overturned vehicle.

b. Regardless of the class of Tow Truck, charges shall not be more than the class of vehicle towed or serviced, except when Vehicle Recovery Operations require a larger class of truck.

c. Hourly rates shall be approved by Assigned Traffic Personnel for auxiliary or contracted equipment, e.g. alrbags, converter gear/dolly, additional trailer and contracted labor.

G. Charges for After-Hours release of a vehicle or Personal Property shall not exceed one-half of established hourly rate.

H. STORAGE FEES: Operator shall display a sign in plain view at all cashiers' stations, as described in California Civil Code section 3070, disclosing all storage fees and charges in effect, including the maximum storage rate.

I. Owners of vehicles stored 24 hours or less shall be charged no more than one day of storage pursuant to California Civil Code section 3068.1(a).

1. 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 portion thereof, pursuant to Section 3068.1(a).

2. Storage of vehicles in combination, such as a vehicle on a dolly, con-gear, vehicle carrier/trailer, etc, being towed by a vehicle, should be charged per vehicle, excluding the carrier, etc.

J. The schedule of rates charged by Operator shall be available in the Tow Truck and shall be presented upon demand to person(s) for whom the services are provided, or the law enforcement officer at the scene.

**SECTION 12. RESPONSE TO CALLS**

A. Operator agrees to timely respond to calls for service when called by City.

B. Assigned Traffic Personnel will approve rates payable to Operator for the removal and disposition of larger vehicles, as outlined in Attachment C, on a case by case basis. When these vehicles are not being towed for Vehicle Code sections 22669(a) or 22669(d), and Operator has the appropriate equipment to tow the vehicle, Operator shall tow vehicle in

question. The disposal of any garbage and hazardous materials in such vehicles is the responsibility of Operator.

C. Operator shall respond to calls for service from the Department 24 hours a day, seven days a week. Operator's Response Time shall not exceed thirty (30) minutes where the call for service occurs between the hours of 6:00 a.m. and 6:00 p.m. and shall not exceed forty (40) minutes with respect to all other calls. The failure to meet the maximum Response Time on three (3) or more occasions within a thirty (30) day period may result in suspension of Operator's services or termination of this Agreement by City.

D. At the time of a call for service, Operator shall advise the Department if Operator is unable either to respond or to meet the maximum Response Time.

E. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the Department.

F. Only an appropriately licensed driver shall respond with a properly equipped Tow Truck of the class required to tow the vehicle. Tow Truck driver shall have the license and applicable license endorsements in his/her possession.

G. Operator shall notify the Department at least 24 hours in advance when it will be unavailable to perform services hereunder, noting the times and dates of the unavailability.

H. Tow Truck drivers may not respond to calls accompanied by any individual not employed by Operator and may not respond with animals in their possession.

I. Operator will not intentionally arrive at a scene requiring a tow unless requested by Department.

J. All questions and disputes regarding the Rotation Tow List shall be referred in writing to the Assigned Traffic Personnel during Business Hours.

K. Operator shall remove or clean from the scene of the collision any liquid, glass, or debris from the scene, excluding flammable substances. Failure to do so will result in a request for Operator to return to the scene to complete the clean-up. Repeated complaints that Operator has failed to comply with this Section may result in suspension or termination of this Agreement by City.

### **SECTION 13. STORAGE FACILITY**

A. Operator's primary storage facility shall be located at Operator's business address. Any additional storage facilities identified in Attachment B may also be used by Operator. Operator shall provide prior notice of the use of a new or secondary storage facility for inspection and approval by City prior to use. There shall be no charge for any additional distance traveled to and from new or secondary locations.

B. Operator shall maintain an office at the listed business address. That office shall be staffed by an employee during Business Hours. Any change in the location of the office shall have the prior written approval of City.

C. Operator shall provide security for vehicles and Personal Property at all storage facilities. At a minimum, a permanent securely fenced or enclosed area of adequate size shall be provided for the proper storage of vehicles.

D. Storage facilities shared by Operator with other business establishments shall be physically separated and secured from one another.

E. Vehicles with open windows or roofs (excluding vehicles with major damages from collisions), shall be stored inside to protect the interior of the vehicles from adverse weather conditions. Where no inside storage is available, the vehicle shall be covered with a tarp. Operator is responsible for the care, custody, and control of any Personal Property in towed and stored vehicles.

1. Operator shall release Personal Property from a lien vehicle upon demand by the Interested Party pursuant to California Vehicle Code section 22851(b).

2. A receipt shall be provided to Interested Party by Operator for removed Personal Property and a copy placed in the stored vehicle. This procedure shall also apply to the removal of Personal Property by Operator to a secured area.

F. Business Hours shall be posted in plain view to the public.

G. Operator employees shall be trained to competently conduct business transactions related to towing, storage and the release of vehicles and property.

H. An Impounded Vehicle shall be released only upon written authorization from the Department.

1. In the event an Interested Party of an Impounded Vehicle signs over the title of the vehicle to Operator in lieu of towing and storage fees prior to the end of the thirty (30) day impound (14602.6 CVC impound), Operator shall keep the vehicle in impound for the remainder of the 30 days. At the end of the 30-day impound period, Operator will be required to obtain a "no fee" release from City in order to take full custody of the vehicle.

2. There shall be no fee charged for recovery of Personal Property from an Impounded Vehicle by the Department. The only fees that may be charged to a person authorized by the Department to obtain Personal Property from an Impounded Vehicle are After-Hours charges, if applicable.

I. A vehicle that is not impounded shall be released upon request of the Interested Party pursuant to California Vehicle Code section 22850.3. Operator shall advise the Interested Party of any and all related additional fees.

#### **SECTION 14. INSURANCE**

A. Operator shall maintain in full force and effect, all of the insurance coverage described in this Section. Maintenance of the insurance coverage as set forth in this Section is a material element of this Agreement and a material part of the consideration provided by Operator in exchange for City's agreement hereunder. Failure by Operator to (1) maintain or renew coverage, (2) provide City notice of any changes, modifications, or reductions in coverage, or

(3) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Operator, whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Operator to maintain required insurance coverage shall not excuse or alleviate Operator from any of its other duties or obligations under this Agreement. The following are the insurance requirements for this Agreement:

1. Business Automobile Liability (as required by California Vehicle Code section 16500.5) - Bodily Injury and property damage with a combined single limit of not less than \$1 million. These minimum standards are to include owned, non-owned, and hired auto coverage.

2. Uninsured Motorist - Legal minimum, combined single limit, stated in writing on certificate.

3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the Tow Truck.

a.	Class A Tow Truck	\$ 50,000
b.	Class B Tow Truck	\$100,000
c.	Class C Tow Truck	\$200,000
d.	Class D Tow Truck	\$250,000

4. Garage liability includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.

5. Garage keeper's liability shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of Operator in the storage yard.

6. Workers' Compensation Insurance as required by the State of California and Employee's Liability Insurance of \$1 million.

7. Operator shall furnish City with a separate page titled Additional Insured Endorsement (AIE) as evidence that the insurance required is in effect. The certificate shall name the "City of Santa Rosa, its officers, agents, and employees" as additional insureds by endorsement under the policy and shall provide that the coverage shall be primary coverage as to such additional insured. The AIE will list insured's business name, policy number and effective dates.

## SECTION 15. INDEMNITY

A. Operator (the "Indemnifying Party") agrees to pay and shall indemnify, defend and hold City, including any person at any time serving as an official, officer, employee, volunteer, attorney, or agent of the City, (any such person is hereinafter referred to as an "Indemnified Party" and collectively as "Indemnified Parties") harmless from and against any and all claims, liabilities, fines, losses, damages, costs, expenses, including attorneys' fees and/or costs, litigation and court costs, amounts paid in settlement, and amounts paid to discharge defendants, suits and judgments of any kind whatsoever, whether in contract, tort or strict liability, brought, claimed or rendered against any indemnified Party (collectively, "Claims"), including, but not limited to, claims, liabilities, fines, losses, damages, costs, expenses, suits and judgments arising out of or in connection with this Agreement, regardless of responsibility

for negligence. Provided, however, that such indemnification of the Indemnified Parties by Operator shall not include indemnification of any Indemnified Party for liabilities caused by the sole active negligence or willful misconduct of such Indemnified Party.

B. The obligations of Operator pursuant to this Section shall survive termination or expiration of this Agreement.

## **SECTION 16. INSPECTIONS**

### **A. Tow Truck Inspections:**

1. **ANNUAL INSPECTIONS:** City shall have the right to inspect all Tow Trucks annually. Annual inspections will be conducted by Assigned Traffic Personnel in coordination with CHP inspections. Tow Trucks shall pass Level One inspections with California Highway Patrol (CHP 407F, Safetynet Driver/Vehicle Inspection Report) prior to a Department inspection. All of the equipment listed on Attachment A shall be on the truck during the inspection.

2. **OTHER INSPECTIONS:** At the written request of Operator, City will inspect a Tow Truck within seven (7) calendar days of the request unless sooner inspection is warranted. The Assigned Traffic Personnel may conduct additional inspections without notice to Operator during Business Hours.

3. City will conduct no more than one reinspection of Tow Trucks that fail inspection. Operator will be provided written notification of inspection failure. Operator may thereafter request a determination meeting with Assigned Traffic Personnel. Operator shall not dispatch a Tow Truck that has not passed inspection.

### **B. Business Site Inspections:**

1. City may inspect the storage facility at any time during normal Business Hours without notice to Operator. Failure to maintain the facility at an acceptable level of cleanliness or safety may result in the suspension or termination of this Agreement by City.

2. Lien sale records of vehicles towed or stored under this Agreement shall be available to City for review. No lien sale fee may be charged when any vehicle is released prior to 72 hours. Lien sale fees shall comply with California Vehicle Code section 22851.12.

3. Operator shall also maintain all records of tow services, including a description of vehicles towed, time, location of calls, and total itemized costs of towing and storage. City may inspect, without notice, Operator's records during Business Hours. Records shall be maintained and available for inspection for a period of four (4) years from the date of the service provided.

## **SECTION 17. FINANCIAL INTEREST/SALE OF BUSINESS**

A. Operator may not hold a financial interest in the business of any other Franchisee. A financial interest includes ownership, membership or management in the other business or common ownership or use of any of its property, tow trucks or equipment.

B. The sale and/or transfer of assets in Operator's business shall immediately terminate this Agreement unless otherwise agreed in writing by City.

**SECTION 18. ANNUAL MEETINGS**

City will conduct an annual mandatory meeting with Operator to discuss the Agreement. City will give Operator thirty (30) days written notice of the meeting. If Operator fails to attend the annual meeting, Operator may be suspended from the Rotation Tow List.

**SECTION 19. COMPLIANCE WITH LAW**

- A. Operator shall at all times comply with Federal, State, and local laws and ordinances.
- B. Operator, and its agents and employees, may not accept gifts or gratuities in connection with the provision of services hereunder.

**SECTION 20. COMPLIANCE WITH FRANCHISE AGREEMENT**

- A. Operator shall comply with each and every term and condition of this Agreement. Failure by Operator or its employees to comply with the terms and conditions of this Agreement, including but not limited to any violation of equipment requirements, safe loading requirements or matters related to safety, as well as overcharging or failure to maintain proper licenses may be cause for suspension or termination of this Agreement by City. Any conduct endangering the public or bringing discredit on City will also be a basis for suspension or termination of this Agreement by City, in City's reasonable discretion.
- B. All service complaints initiated or received by City against Operator or its employee(s) will be accepted and investigated in a fair and impartial manner. Operator will promptly assist and cooperate with the investigation. Upon City's determination that Operator or its employees are in violation of this Agreement, City may take appropriate action.

**SECTION 21. DETERMINATION MEETING**

Operator may request a meeting in writing within three (3) business days of receipt of any notice of action taken by City. The request must be received by City within three (3) business days of receipt of the notice. The Assigned Traffic Personnel shall set a meeting within ten (10) business days from receipt of the request. Each party shall be allowed to present information to the Assigned Traffic Personnel regarding the appropriateness of the action taken by City.

**SECTION 22. TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE**

- A. This Agreement terminates on August 31, 2015, unless sooner terminated by City as provided herein. The City may, in its discretion, extend this Agreement annually for up to three successive one year terms upon written notice to Operator.
- B. City shall have the right to terminate this Agreement for convenience upon not less than ninety (90) days written notice to Operator.

**SECTION 23. EQUIPMENT SPECIFICATIONS AND COST ATTACHMENTS**

Attachment A contains a listing of Tow Truck equipment specifications and requirements applicable to all Operators. Attachment B contains approved additional storage facilities of Operator. Attachment C contains negotiated vehicle cost criteria. Attachments A, B and C are incorporated herein as though set forth in full.

**SECTION 24. NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City:

Michael R. Nurnalville  
Sergeant  
Traffic Bureau  
Santa Rosa Police Department  
965 Sonoma Avenue  
Santa Rosa, CA 95404

Operator:

Yarbrough Bros. Towing, Inc.,  
dba: Yarbrough Brothers Towing  
4291 Santa Rosa Avenue  
Santa Rosa, CA 95407  
(707) 584-5000

Any notice given as provided here will be deemed given the business day after the notice is mailed to either of the persons listed above.

**SECTION 25. INDEPENDENT CONTRACTOR**

The parties intend that Operator, in performing services herein specified, shall act as an independent contractor and shall have control of its services and the manner in which the services are performed. Operator shall be free to contract for similar services to be performed for other parties while under this Agreement with City. Operator is not considered to be an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.

**SECTION 26. ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the parties.

**SECTION 27. MODIFICATION**

This Agreement shall not be modified except in writing executed by all parties.

**SECTION 28. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

A. Operator hereby represents and warrants to City that it (a) is a duly organized and validly existing corporation, formed and in good standing under the laws of the State of



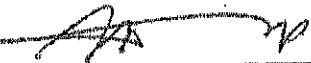
California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Operator hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Operator in accordance with the terms hereof.

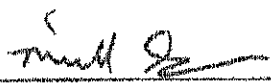
B. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

C. City of Santa Rosa and Operator have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Operator:

YARBROUGH BROS. TOWING, INC.  
(Insert legal name and entity, as applicable)

By   
Name  
MICHELLE INSKEEP  
Title  
PRESIDENT

By   
Name  
MICHAEL SONZA  
Title  
SECRETARY

City Business Tax # 42779

Taxpayer # 91-1805809

CITY OF SANTA ROSA  
A Municipal Corporation

By   
Name

Chief of Police

APPROVED AS TO FORM  
City Attorney

By 

ATTACHMENT A

1. REQUIREMENTS FOR ALL CLASSES

A. CALIFORNIA VEHICLE CODE REQUIREMENTS

Current Registration 4000 CVC  
Headlights 24400 CVC  
Beam Indicator 24408 CVC  
Tail Lamps 24600 CVC  
License Plate Lamp 24601 CVC  
Stop Lamps 24603 CVC  
Extension Lights 24605 CVC  
Backup Lamps (1969+) 24606 CVC  
Reflectors, Rear 24607 CVC  
Reflectors, Front and Side (1968+) 24608 CVC  
Turn Signals 24951 CVC  
Clearance Lamps (>80" Wide) 25100 CVC  
Amber Warning Lights 25233 CVC  
Warning Devices (Reflectors) 25300 CVC  
Service Brakes 26311 CVC  
Parking Brake 26451 CVC  
Windshield 26700 CVC  
Windshield Wipers 26706 CVC  
Mirrors 26709 CVC  
Horn 27000 CVC  
Exhaust System 27150 CVC  
Fuel Cap 27155 CVC  
Tire Tread 27465 CVC  
Fenders/Mud Guards 27600 CVC  
Broom 27700 CVC  
Shovel 27700 CVC  
Fire Extinguisher 4B, C Rating 27700 CVC  
Safety Chains 29004 CVC  
Signs 27907 CVC

B. SERVICE AND OTHER EQUIPMENT

Flashlight  
Wrecking Bar (Large Pry Bar)  
Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.  
Trash Cans & Absorbent  
Shop Rags or Paper Towels  
Shop to Truck Communications (Cell phones / 2-way radio)  
Fuel in Approved Containers (Classes A and B)  
Booster Battery or Hot Box

Hydraulic Jack  
Tire Changing Equipment  
Rubber Mallet / Hub Cap Tool (Classes A and B)  
Lockout Tools (Classes A and B)  
Motorcycle Straps (Class A)  
Sledge Hammer  
Tool Kit  
Reflective Safety Attire

C. TOWING EQUIPMENT

Manufacturer Rating Plates  
Controls Labeled  
Wrecker Boom Assembly  
Wheel Lift Assembly  
Body and Towing Equipment Mounting Bolts  
Wrecker Controls  
Throttle Control  
Hydraulic Rams, Hoses, Valves  
Cable Sheaves  
Recovery Chain

D. WHEEL LIFT

Pivot Pin  
Wheel Lift Tie Down Safety Straps or Chains  
"L" Arms  
Claw

E. CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)  
Sling Pads

E. CAR CARRIER

Carrier Bed Frame  
Bed Hinges  
Loading Bridle  
Bed Safety Lock  
Slide Pads

2. TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

A. CLASS A

Minimum 14,000 Pound GVWR Chassis  
4-Ton Boom Rating  
One 4-Ton Snatch Block  
Tow Dolly (with wheel tie down straps)  
Steering Wheel Securement Device  
100' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Tow Sling "Minimum" 3,000 Pounds (if equipped)  
Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks  
Two (2) Safety Chains 5/16" Alloy or OEM Specifications  
Wheel Lift Rating - Extended 3,000 Pounds  
Two (2) Crossbeams, (1) 4"x 4"x 60" and (1) 4"x 4"x 48"(Minimum)

B. CLASS A CAR CARRIER

Minimum 14,000 Pound GVWR Chassis  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Loading Bridle with J/T Hooks  
4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets  
Adequate Crossbeams or Ramping Material

C. CLASS A CAR CARRIER TWO VEHICLE

Minimum 19,501 Pound GVWR Chassis  
Loading Bridle with J/T Hooks  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Alloy/OEM Spec & Wheel Straps - Towed Vehicle  
4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets  
2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed

Vehicle

Adequate Crossbeams or Ramping Material

D. CLASS B

Minimum 33,000 Pound GVWR Chassis  
16-Ton Boom Rating  
150' 7/16" 6 x 19 Wire Rope or OEM Specifications  
Safety Chains 1/2" Alloy or OEM Specifications  
Two 8-Ton Snatch Blocks  
Air Brakes or Hydraulic W/Air Hookup Package  
Air Hoses and Fittings  
Steering Wheel Securement Device  
Axle Covers/Caps  
Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)  
Two (2) - 4"x6"x48" Crossbeams (minimum)  
Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks  
Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds

Extended

Under Lift/Fork Adapters w/Tie-Down Straps or Chains  
Safety Tie-Down Chains and Binders  
Aluminum Tow Angles (Minimum 2)

E. CLASS B CAR CARRIER

Minimum 33,000 Pound GVWR Chassis  
50' 3/8" 6 x 19 Wire Rope or OEM Specifications  
Loading Bridle with J/T Hooks  
Steering Wheel Securement Device  
4 Safety Chains 5/16" Grade 70 or OEM Specifications  
2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed

Vehicle

Adequate Cross Beams or Ramping Material

F. CLASS C

Minimum 48,000 Pound GVWR Chassis  
25-Ton Boom Rating  
200' 5/8" 6 x 19 Wire Rope or OEM Specifications  
Two (2) Safety Chains 5/8" Alloy or OEM Specifications  
Two 12-Ton Snatch Blocks  
Air Brakes W/Air Hookup Package  
Air Hoses and Fittings  
Steering Wheel Securement Device  
Axle Covers/Caps  
Tow Chains 5/8" Grade 70 or OEM Specifications  
Two (2) 4"x 6"x 48" Crossbeams (Minimum)  
Pintle Hook  
Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended  
Under Lift/Fork Adapters w/Tie-Down Straps or Chains  
Aluminum Tow Angles (Minimum 2)  
Safety Tie-Down Chains and Binders  
Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)  
Tow Sling 12,000 Pound Rating (if equipped)

G. CLASS D

Minimum 52,000 Pound GVWR Chassis  
35-Ton Boom Rating  
250' 3/4" 6 x 19 Wire Rope or OEM Specifications  
Two (2) Safety Chains 5/8" Alloy or OEM Specifications  
Two 12-Ton Snatch Blocks  
Air Brakes W/Air Hookup Package  
Air Hoses and Fittings

Steering Wheel Securement Device  
Axle Cover/Caps  
Tow Chains 5/8" Grade 70 or OEM Specifications  
Two (2) 4"x 6"x 48" Crossbeams (Minimum)  
Pintle Hook  
Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended  
Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)  
Aluminum Tow Angles (Minimum 2)  
Safety Tie-Down Chains and Binders  
Tow Sling with 20,000 Pound Rating (if equipped)  
Under Lift / Fork Adapters w/Tie-Down Straps or Chains

*MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex  
EE)*

**ATTACHMENT B**

1. Storage facilities locations approved for use under Tow Service Agreement:

A. 4291 Santa Rosa Ave., Santa Rosa, CA 95407

B.

C.

D.

## ATTACHMENT C

### NEGOTIATED VEHICLE COST CRITERIA

#### 1. RECREATIONAL VEHICLES AND TRAILERS

- A. Travel trailers and fifth wheel trailers of a size larger than 17 feet in length.
- B. Motorized recreational vehicles:
  - 1. Class "A" vehicles - Motor homes of a size between 23 feet to 40 feet in length.
  - 2. Class "C" vehicles - Cab-over mini motor homes of a size between 18 feet to 35 feet in length.

NOTE: This classification does not include a truck with camper or van conversions.

#### 2. PASSENGER BUSES AND BUS CONVERSIONS

Vehicles of a size larger than 30 feet in length.

#### 3. LARGE COMMERCIAL TRUCKS AND SEMI-TRUCK TRAILERS

Examples may include large moving vans, dump trucks, etc.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

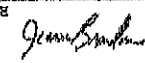
<b>PRODUCER</b> Wells Fargo Insurance Services USA, Inc. CA DOI Lic. #0D00408 (810) 231-1741 11017 Gobblerook Drive, Suite 100 Rancho Cordova, CA 95670-8049	<b>CONTACT NAME</b> <b>PHONE (AG No. Ext.)</b> <b>FAX (AG No.)</b> <b>E-MAIL ADDRESS</b>																					
<b>INSURER</b> Yarbrough Bros. Towing, Inc. P.O. Box 7254 Santa Rosa, CA 95407	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Nationwide Mutual Insur</td> <td>28767</td> </tr> <tr> <td>INSURER B:</td> <td>Topa Insurance Company</td> <td>18081</td> </tr> <tr> <td>INSURER C:</td> <td>Insurance Company of Wash</td> <td>27847</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td>CITY OF SANTA ROSA</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nationwide Mutual Insur	28767	INSURER B:	Topa Insurance Company	18081	INSURER C:	Insurance Company of Wash	27847	INSURER D:			INSURER E:			INSURER F:	CITY OF SANTA ROSA	
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INSURER D:																						
INSURER E:																						
INSURER F:	CITY OF SANTA ROSA																					

COVERAGES      CERTIFICATE NUMBER: 7478687      REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY BEG. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PRIOR <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOG OTHER:		ACP7825212104	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> UM - \$0,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACP7825212104	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	XL660198705	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PARTNER EXCLUSIONS OR EXEMPTIONS EXCLUDED? (Indicate in N/A) (See description under DESCRIPTION OF OPERATIONS below)	Y/N <input type="checkbox"/> N/A	WSA600007004	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> PER STAINTE <input type="checkbox"/> OTHER B.L. EACH ACCIDENT \$ 1,000,000 B.L. DISEASE - EA EMPLOYEE \$ 1,000,000 B.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garagekeepers Legal Liability		ACP7825212104	10/1/2013	10/1/2014	\$250,000 Limit; \$500 Deductible
A	On-Hook		ACP7825212104	10/1/2013	10/1/2014	\$250,000 Limit; \$500 Deductible
A	Cargo (Prop of Others)		ACP7825212104	10/1/2013	10/1/2014	\$50,000 Limit; \$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach 1st, Additional Remarks Schedule, may be attached if more space is required)  
City of Santa Rosa, its officers, agents and employees are additional insured under the policy. Primary wording applies. Waiver of subrogation applies to the workers' compensation.

<b>CERTIFICATE HOLDER</b> The City of Santa Rosa, its officers, agents and employees Santa Rosa Police Department Traffic Bureau 835 Sonoma Avenue Santa Rosa, Ca 95404	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

POLICY NUMBER: ACP7828212104

COMMERCIAL AUTO  
ISSUE DATE: - -

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

**Name of Person(s) or Organization(s):**

The City of Santa Rosa, its officers, agents and employees  
Santa Rosa Police Department  
Traffic Bureau  
965 Sonoma Avenue  
Santa Rosa, Ca 95404

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

POLICY NUMBER: ACP7626212164

COMMERCIAL GENERAL LIABILITY  
CG 20 28 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The City of Santa Rosa, its officers, agents and employees Santa Rosa Police Department Traffic Bureau 985 Sonoma Avenue Santa Rosa, Ca 95404
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II -- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



# CERTIFICATE OF LIABILITY INSURANCE

250138

DATE (MM/DD/YYYY)  
10/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wells Fargo Insurance Services USA, Inc. CA DOI Lic. #0D08408 (916) 231-1741 11017 Cobblerook Drive, Suite 100 Rancho Cordova, CA 95670-6049	CONTACT NAME	
	PHONE (A/C, No., Ext.)	FAX (A/C, No.)
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nationwide Mutual Insurance Company	23787
INSURED Yarbrough Bros. Towing, Inc. P.O. Box 7264  Santa Rosa, CA 95407	INSURER B: Topa Insurance Company	18031
	INSURER C: Insurance Company of the West	27847
	INSURER D:	
	INSURER E:	
	INSURER F:	

REVIEWED

OCT 16 2014

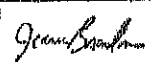
COMMISSION NUMBER 80552

COVERAGES CERTIFICATE NUMBER: 8282688

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDE INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ACP7836212184	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UM - 80,000	X		ACP7836212184	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			XL6806464	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	WSA500807004	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garage/Garagekeepers Liability			ACP7836212184	10/01/2014	10/01/2015	\$300,000 Limit; \$1,000 Deductible
A	On-Hook			ACP7836212184	10/01/2014	10/01/2015	\$300,000 Limit; \$1,000 Deductible
A	Cargo (Prop of Others)			ACP7836212184	10/01/2014	10/01/2015	\$50,000 Limit; \$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Santa Rosa, its officers, agents and employees are named as Additional Insureds per forms CG20280413 & CA20480299 attached. Primary wording applies as per the attached CG71560804. Waiver of subrogation applies to the workers' compensation.

<b>CERTIFICATE HOLDER</b>  The City of Santa Rosa, its officers, agents and employees Santa Rosa Police Department Traffic Bureau 965 Sonoma Avenue Santa Rosa, CA 95404	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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POLICY NUMBER: ACP7836212164

COMMERCIAL AUTO  
ISSUE DATE: - -

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

#### Name of Person(s) or Organization(s):

The City of Santa Rosa, its officers, agents and employees  
Santa Rosa Police Department  
Traffic Bureau  
965 Sonoma Avenue  
Santa Rosa, CA 95404

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

The City of Santa Rosa, its officers, agents and employees  
Santa Rosa Police Department  
Traffic Bureau  
885 Sonoma Avenue  
Santa Rosa, CA 95404

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance** afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**All terms and conditions apply unless modified by this endorsement.**



Aug 27, 2013

RESOLUTION NO. 28337

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA GRANTING VEHICLE TOW FRANCHISES AND AUTHORIZING FRANCHISE AGREEMENTS WITH VARIOUS TOW VENDORS

WHEREAS, on July 20, 2004, the City of Santa Rosa adopted Chapter 6-84 of the Santa Rosa City Code authorizing the City Council to grant franchises to one or more tow operators for police generated tow services; and

WHEREAS, City granted various franchises and entered into Franchise Agreements for Vehicle Tow Services pursuant to Chapter 6-84 with several franchisees that will expire on August 31, 2013; and

WHEREAS, City would like to grant new franchises to the entities listed on the attached Tow Vendor List.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa grants tow franchises to the tow vendors named on the Tow Vendor List, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Council authorizes agreements with the tow vendors on the Tow Vendor List in substantially the same form as the Franchise Agreement for Vehicle Tow Services, attached hereto as Exhibit B, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Council authorizes the Chief of Police or designee to approve amendments to the Franchise Agreements, subject to requirements of Chapter 6-84 of the Santa Rosa City Code.

BE IT FURTHER RESOLVED that a tow franchise to Larry James Hartwick doing business as Express Towing is denied.

BE IT FURTHER RESOLVED that the grant and denial of the franchises herein are deemed to be in the public's interest.

BE IT FURTHER RESOLVED that Exhibit A and Exhibit B are made a part of this Resolution.

IN COUNCIL DULY PASSED this 27<sup>th</sup> day of August, 2013.

AYES: (7) Mayor Bartley, Vice Mayor Carlstrom, Council Members Combs, Olivares, Ours, Swinth, Wysocky

NOES: (0)

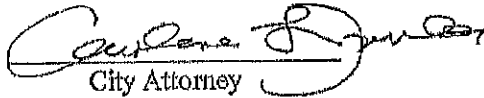
ABSENT: (0)

ABSTAIN: (0)

ATTEST:   
City Clerk

APPROVED:   
Mayor

APPROVED AS TO FORM:

  
City Attorney

Attachments: Exhibit A – Tow Vendor List  
Exhibit B – Franchise Agreement for Vehicle Tow Services



**EXHIBIT A**

**Proposed Tow Vendor List for  
Franchise Agreement for Vehicle Tow Services  
2013-2014**

**Amanda Cream doing business as All Star Towing**  
369B Todd Road, Santa Rosa, CA 95407 (707) 585-1357

**Stephen W. Young doing business as Art's Towing Service**  
512 Roseland Avenue, Santa Rosa, CA 95407 (707) 544-2449

**Cream's Dismantling, Inc. doing business as Cream's Towing**  
3971 Santa Rosa Avenue, Santa Rosa, CA 95407 (707) 588-9296

**Empire Towing Service, Inc.**  
121 Chestnut Street, Santa Rosa, CA 95401 (707) 571-8096

**Crozat Investment Corp. doing business as G & C Towing**  
251 Bellevue Avenue, Santa Rosa, CA 95407 (707) 547-2364

**Phuc Tran doing business as Performance Auto and Tow, Inc.**  
2151 Santa Rosa Avenue, CA 95403 (707) 546-9023

**BJES Enterprises, Inc. doing business as Santa Rosa Towing**  
3575 Airway Drive, Santa Rosa, CA 95403 (707) 542-1600

**Yarbrough Bros. Towing, Inc.**  
4291 Santa Rosa Avenue, CA 95407 (707) 584-5000

EXHIBIT B

FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF  
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT  
AND

[\_\_\_\_\_]

City Agreement Number \_\_\_\_\_

Dated \_\_\_\_\_