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 <u>28337</u> Dated <u>8/27/2013</u>

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FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27th 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.
 - 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 exie 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 exie 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-axie 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.
- 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.
 - 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
 - Catifornia 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 18377(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-tom 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:
 - Rude or discourteous behavior;
 - Lack of service, selective service or refusal to provide service which can be performed;
 - Any act of moral turpitude, sexual harassment or sexual impropriety;
 - 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.

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.
- 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

- 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.

- G. 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
đ.	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 Partles 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.

SECTON 16. INSPECTIONS

A. Tow Truck Inspections:

- 1. ANNUAL INSPECTIONS: Gity 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 dispetch 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. Fallure 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. Fallure 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 fallure 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.

SECTON 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, submitted 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 26. 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:	CITY OF SANTA ROSA A Municipal Corporation
Pill Stor Towing [Insert legal name and entity] as applicable]	By J Sochard
	Name
By and the Comments	Chief of Police
Name Arncarda Cream	
Name Arnarda Cream Title	APPROVED AS TO FORM City Attorney
	By alghangante Ang
ByName	By wywww.firstown
Tille	•
City Business Tax # 73574	
Taxonuar# 27-3397708	

ATTACHMENT A

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-Mimite 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 Hocks
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 Found 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 Suatch 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. 369B Todd Rd., Santa Rosa, CA 95407
- В.
- 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 \$7, 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 PURTHER 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^{th} 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: Spill Afgin

APPROVED:

Mayo

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 Bellevne Ayenuc, 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 Sauta 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

CERTIFICATE OF LIABILITY INSURANCE

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

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Geo	orge Petersen Insurance Agency, Inc.				PHONE IA/G. No.	Ext. (707) 5	25-4150	PAX (A)d, No):	(707)	526-4175
P.O. Box 3539 Santa Rosa, CA 95402					ADURES	S:				
Culture Housey 671 6016					PHONE (707) 525-4150 (AZ, No); (707) 525-4175					
					INSURERA: Acceptance Insurance Confidence The Confidence Insurance Ins					
INSURED					INSURER B : State Compensation Insurance Fund 35076					
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All Star Towing, LLC 369 Todd Rd., Ste. B						INSLIDED D				
	Santa Rosa, CA 95407				(NSURER E :			CITY OF SAN	OSA	
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CC				Number:				REVISION NUMBER: 1		
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								PERSONAL & ADV INJURY	\$	1,000,000
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A	Garage & Dealers			CG00103596		09/01/2014	09/01/2015	On Hook/Gargo		120,000
RF:	ERIPTION OF OPERATIONS / LOCATIONS / VEHICL Work performed by the Named Insured of Santa Rosa, its officers, agents and	on b	ahali	of the City of Santa Rosa	1			I rect)		
عان سيا	RTIFICATE HOLDER				CANC	ELLATION				
CERTIFICATE HOLDER City of Santa Rosa: Police Department Traffic Bureau 965 Sonoma Ave Santa Rosa, CA 95404-4303						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				

© 1988-2014 ACORD CORPORATION. All rights reserved,

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, se an insured, but such inclusion of additional interest or interests shall not operate to increase the limits of the company's liability.

ADDITIONAL INTEREST(6)

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.

FM 01 85 03 08

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

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(les) 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 conter rights to the certificate holder in lieu of such endorsement(s), PRODUCER PHONE (A/C. No. Bx/); (707) 525-4150 B-MAIL ADORESS: George Petarsen Insurance Agency, Inc. P.O. Box 3539 Senta Rosa, CA 65402 [AX, No.: (707) 525-4175 Insurer(s) affording coverage MAIO # NSURERA : Acceptance Insurance Company MSURERB State Compensation Insulation Flan FD INSURED 35076 INSURER C : All Star Towing, LLC 369 Todd Rd., Ste. B Santa Rosa, CA 85407 INSURER D : INSURER EL INSURER P REVISION NUMBER: 1 **COVERAGES** CERTIFICATE 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 FAID CLAIMS. TADDLIBUER POLICY EFF POLICY EXP TYPE OF INBURANCE POLICY NUMBER DOMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (ER OCCURRENCO) CLAIMS-MACE COCUR CG00103598 09/01/2014 09/01/2015 Х 50,000 Garage Liability 6,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADVINJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE X POLICY ISS LOC Included PRODUCTS - COMPACE AGG OTHER: COMBINED SINGLE LIMIT (Ea acadent) AUTOMOBILE LIABILITY 1,000,000 CG00103596 09/01/2014 09/01/2016 BODILY INJURY (Per person) χ OTUA YAA SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS BODILY INJURY (Perapsident) \$ PROPERTY DAMAGE (Por secident) HIRED AUTOS Unhoured Motorial ÚМ 50,000 UMDRELLA LIAD OCCUR EACH OCCURRENCE EXCERS LIAB CLAIMS-MADE ÁGGREGATE DED RETENTIONS WORKERS COMPENSATION
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(Mandatory In NH) X STATUTE 1953353-14 09/01/2014 09/01/2016 1,000,000 E.L. EACH ACCIDENT 1,000,000 E.I., DISEASE - EA EMPLOYEE If yes, describe thater DESCRIPTION OF OPERATIONS below E,L, DISEASE - POLICY LIMIT 1,000,000 Garage & Dealers GG00103596 09/01/2014 09/01/2015 100,000 GarageKeepers Legal Garago & Denlers GG00103596 09/01/2014 09/01/2018 On Hook/Cargo 120,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD (01, Additional Remarks Schodule, 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 iper FMI 01 85 03 08. CERTIFICATE HOLDER 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. City of Santa Rosa: Police Department Traffic Bureau

© 1988-2014 ACORD CORPORATION. All rights reserved.

968 Sonoma Ave Santa Rosa, CA 95404-4803

AUTHORIZED REPRESENTATIVE

POLICY HOLDER: All Star Towing, LLC POLICY NUMBER: QG00103596

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, 965 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 <u>28337</u>
Dated <u>8/27/2013</u>

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FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27th 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 falls to respond to a call for service. If Operator falls 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 oriminal 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.
 - 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 traiters 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 ealvage 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 Patroi. 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.
- 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 llst. 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 plercings.
- 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,
 - 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 cashlers' stations, as described in California Civil Code section 3070, disclosing all storage fees and charges in effect, including the maximum storage rate.
- Note: Note:
 - 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 Ileu 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.
 - 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 Parttes") 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.

SECTON 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.

SECTON 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:

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 validity 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: Operator:	CITY OF SANTA ROSA A Municipal Corporation By
[Insert legal name and entity, as applicable]	Name
By Assaph Confi	Chief of Police
Nanto CRESTATE	
Title	APPROVED AS TO FORM City Attorney
By Call Cream	By Angle Ceregiande wer
Name ROBERT CREAM	,
TITLE TREASURE.	
City Business Tax # 41281	
Taxpayer# 27-827967	

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 Sing 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 Found 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 Tle-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 x19 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 approve	d for use un-	der Tow	Service Agreement

- A. 3971 Santa Rosa Ave., Santa Rosa, CA 95407
- В.
- 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.
 - 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 \$7, 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 27th day of August, 2013.

AYES:

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

NOES:

(0)

ABSENT:

(0)

ABSTAIN:

STAIN: (U

ATTEST

APPROVED

Mayo

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A - Tow Vender List.

Exhibit B - Franchise Agreement for Vehicle Tow Services

EXHIBITA

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 Sauta 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

EXPUBIT B

Franchise agreement for vehicle tow services between the city of
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT
dna
<u> </u>
City Agreement Number
Dated

ACORD

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS

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

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(les) 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). George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402 PHONE (707) 525-4150 E-MAIL ADDRESS: [AX. Nov. (707) 525-4175 INSURER(B) AFFOREMENT TO THE MENT ED INSURER A: State Compensation Insurance Fund 35076 ивицер INSURER D: insurer C : Creams Dismantling DBA: Creams Towing CITY OF SANTA ROSA 3971 Santa Rosa Ave INSURER D : Santa Ross, CA 95407 INSURER E INSURER F REVISION NUMBER: 1 **COVERAGES** CERTIFICATE 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. ADDLISUBR INSD WVD POLICY EFF POLICY EXP
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be situated if more space is required)
Proof of Coverage

CERTIFICATE HOLDER

City of Santa Rosa, Its Officers, Agents & Employees Santa Rosa Police Department Traffic Bureau 965 Sentoma 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

AUTHORIZED REPRESENTA

@ 1988-2014 ACORD CORPORATION, All rights reserved.

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This endorsement changes the policy. Please Read it carefully.

POLICY CHANGES

Policy Change Number

		Training)		
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Setze I Switch Representative Signature

Copyright, Insurance Services Office, Imp., 1983 Copyright, ISO Commercial Risk Services, Inc., 1983

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Page 1 of 1 D

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement medities insurance provided upder the following:

elisinees auto coverage form Carage goverage form

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

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

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

PERSON OR ORDANIZATION:

City of Santa Rosa, It's Officers, Agents And Employees Santa Rosa Felice Department T 965 Sonoma Ave Santa Rosa, CA 95404

THIS ENDORFEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
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POLICY NUMBER: CF0271961

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

THIS ENDORGEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This enclorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Addition	al Insured Person(e	e) Or Organization	(3)			
city of Santa	Rose, Its office ice Department 9	ra, Agents and	ва в в в в применя на примена на		7/2007	
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Rention II. Who is An Insured is amended to include as an additional insured the person(s) or equalization(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 emissions or the sets, or order sions of those scaling 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 <u>28337</u> Dated <u>8/27/2013</u>

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FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27th 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.

"Hollday" means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksglving Day, the day after Thanksglving, 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.

"Lead 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 auxillary 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 ilcensed 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.
 - 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 axie weight rating, rear axie weight rating, maximum thre weight ratings, and not maintaining 50 percent of the Tow Truck's unladen front axie weight on the front axie 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-axie 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.
- 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;
 - 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.

O. 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.
- 1. 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 low 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 shell 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 Ileu 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. Fallure 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.

SECTON 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 falls 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.

SECTON 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:	CITY OF SANTA ROSA A Municipal Corporation
Insert legal name and entity, as applicable)	By <u>18cQe</u>
By Allan C. Safan	Chief of Police
Name William C. SPATZ Title Passident	APPROVED AS TO FORM City Attorney
By Willer hi Long	By Argel Caragranda, serg
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Title V. P	
City Business Tax # 63149	
Taxpayer # 9// 867322	

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 BOUIPMENT 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 OBM 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 OBM 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" Crosabeams (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 x19 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
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- A. 121 Chestnut St., Santa Rosa, CA 95401
- В
- 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.

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 \$7,0013

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 deried.

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 27th day of August, 2013.

AYES:

(7) Mayor Bartley, Vice Mayor Caristrom, Council Members Combs, Olivares, Ours, Swinth, Wysocky

NOES:

(0)

ABSENT:

(0)

ABSTAIN:

ATTEST:

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

EXEUBIT B

Franchise agreement for vehicle tow services between the city of
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMEN
CIVA
[]
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:

B.

CERTIFICATE EXPIRES: 12-12-2015 12-12-2014/12-12-2015

REVIEWED

CITY OF SANTA ROSA

CITY OF SANTA ROSA POLICE NC ATT: TRAFFIC BUREAU

965 SONDMA AVE SANTA ROSA CA 95404-4803

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 after 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 #2005 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

MQ4Q8

OP ID: TD

CERTIFICATE OF LIABILITY INSURANCE

DAΤΕ (ΜΜΙρο/ΥΥΥΥ) 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.

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CITSROS

City of Santa Rosa Santa Rosa Police Department Treffic Bureau 965 Sonorma Avenue Santa Rosa, CA 95404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCURDANCE WITH THE POLICY PROVISIONS.

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POLICY NUMBER: 07965732-2 Brooks Towing Survice 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.

SCHEDULB

Name of Forson or Organization: CITY OF SANTA ROSA, IT'S OFFICERS, AGENTS AND EMPLOYEES SANTA ROSA POLICE DEPARTMENT TRAFFIC BUREAU 965 SONOMA AYENUE 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 romain 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 <u>28337</u>
Dated <u>8/27/2013</u>

FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27th 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.

"Hollday" 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) falls 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 falls to respond to a call for service. If Operator falls 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 Page 3 of 17

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

Page 4 of 17

- 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-axie 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-axie 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.
- Class C Tow Truck A valid Class A (1) license with valid medical certificate.
- . 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;
 - 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;
 - 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, unliaterally 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 falls 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 Civit 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 Ileu 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.
- l. 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 meterial 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
Ç,	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

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

SECTON 16. INSPECTIONS

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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 fall 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:

- t. 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.

Page 14 of 17

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.

SECTON 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:

Phuc Tran, dba: Performance Auto and Tow 2151 Santa Rosa Avenue Santa Rosa, CA 96407 (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

Page 16 of 17

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: PHUCTRAN LOAN NGUYEN [Insert legal name and entity, as applicable]	CITY OF SANTA ROSA A Municipal Corporation By
By Agent age	Name Chief of Police
Name PHUC TRAN. Title OWNER	APPROVED AS TO FORM City Attorney
By A A A A A A	By Angle Calagainer seis
Title OWNER.	
City Business Tax #	

ATTACHMENT A

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 Crossbearns 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 x19 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 OBM 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
 - В.
 - 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 \$7, 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 27th day of August, 2013.

AYES:

(7) Mayor Bartley, Vice Mayor Caristrom, Council Members Combs, Olivares, Ours, Swinth, Wysocky

NOES:

(0)

ABSENT:

(0)

ABSTAIN:

(0)

ATTEST:

Sent Agan

APPROVED:

Mayo

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 Pranchise 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

EXECUSIT B

FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES BETWEEN THE CITY OF
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT
CINA
City Agreement Number
Dated

CERTIFICATE OF LIABILITY INSURANCE

PATE (MM/PD/YYY) 2/9/2015

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Underwritten by Victoria Select Insurance Company 22901 Milloreck Blvd, Cleveland, OH 44122-5728 1-800-888-8424

POLICY NUMBER 1470140 FOLICY 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 2161 SANTA ROSA AVE SANTA ROSA, CA 85407

12:01 AM Standard time of 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 Ferson or Organization; CITY OF SANTA ROBA 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 (MERDBYTYYT) 02/10/2015

THIS CERTIFICATE IS IBBUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE CERTIFICATE BOES NOT AFFIRMATIVELY OR REGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES SELOW. 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 conflicate holder is an ADDITIONAL INSURED, the policyles) must be underend. If SUBROGATION is WAIVED, subject to the terms and conditions of the colley, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1	SCHEMILE?									
	Prom. No.	Bldg.	Description Of Property	Loss Payee Provision Applicable (Name & Address) (Indicate Paragraph A, B or G)						
	200	001	eficiem coassed beobsera	CITY OF SANTA ROSA-ITS C OFFICERS, AGENTS, AND EMPLOYEES 965 SCHOOLS AVE						
				BANTA ROBA CA 954044803						
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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 Payes shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- Pay any claim for loss or damage jointly to you and the Loss Payes, as interests may appear.

B. Lender's Loss Payable

- The Loss Payee shown in the Schedule or in the Declarations is a creditor (including a mortgagehelder 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. Werehouse receipts;
 - b. A contract for dead;
 - c. Bille of lading; or
 - d. Financing statements.
- For Covered Property in which both you and a Loss Payee have an insurable interest:
 - We will pay for covered loss or demage to each Loss Payes in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Lose Payee has started foreclosure for similar action on the Covered Property.
- If we dany your claim because of your acts or because you have failed to comply with the terms of this policy, the Loss Payes will still have the right to receive loss payment if the Loss Payes:
 - Pays any premium due under this policy at our request if you have falled 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 Payse.
 - All of the terms of Section 1 Property will then apply cliracity to the Lose Payer.
- d. If we pay the Lose Payer for any loss of damage and deny payment to you because of your acts or because you have falled to comply with the terms of this policy:
 - The Lose Payee's rights will be transferred to us to the extent of the amount we pay; and

[&]quot;information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- (2) The Loss Payer's right to recover the full amount of the Loss Payer'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.
- If we cancel this policy, we will give written notice to the Loss Payes at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - 5. 30 days before the effective date of cancellation if we cancel for any other reason.
- If we do not renew this policy, we will give written notice to the Loss Payer at least 10 days before the expiration date of this policy.

C. Contract Of Sale

- 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.
- For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
 - a. Adjust loanes with you; and
 - b. Pay any plaim for lose or damage jointly to you and the Lose Payes, as interests may appear.
- The following is acided 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.

ACORDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDIYYYY)

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. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 conterrights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE IAIO: No. EXIX E-MAIL ADDRESS: PRODUCER FAX (A/O_r No): Shana Insurance Services, Corp. P.O. Box 571360 Tarzana, CA, 91357 INSURERIS) AFFORDING COVERAGE INSURER A: State Compensation Insurance Func INSURED: REVIEWED INSURER EL: Phuc Tran DBA: Performance Auto and Tow MBURER C 2151 Santa Rosa Ave. INSURBROL OCT 1 **6** 2014 Santa Rosa, CA, 95407 INSURER E. MSURER FI Gelyrigh namera Rosa CERTIFICATE NUMBER: COVERAGES 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. ACICL BUBRI TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OGCURRENCE DAMAGE TO RENTED PREMISES (Ex occurren CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADVINJURY GENT AGGREGATE LIMIT APPLIES PER: GENERALAGGREGATE PRO: LOC POLICY PRODUCTS - COMPIOP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) OTUA YNA SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED BODILY1NJURY (Per eccident) PROPERTY DAMAGE (Per accident) HIREDAUTÓS UNBRELLA LIAD ODEUR EAGHOCOURRENCE EXCESS LIAB CLAIME-MADE AGGRESATE DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X STATUTE 7/31/14 7/31/15 9107921-2014 Y/N ANY PROPRIETOR/PARTHER/EXECUTIVE OFFICER/MEMBER EXCLIDED? (Mandatory in WH) s1 000,000 EL EACH ACCIDENT EL DIBEASE - EN EMPLOYEE \$1,000,000 l yes, describe under DESCRIPTION OF OPERATIONS below EL DISEASE - POLICYLIMIT \$1,000,000 DESCRIPTION OF ORERATIONS / LOCATIONS / VEHICLES (AOORD 101, 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 CANCELLATION City of Santa Rosa SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Its Officers, Agents, Employees of Police Department and Traffic Division 965 Sonoma Avenue AUTHORIZED REPRESENTA Santa Rosa, CA, 95404

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ACORD 25 (2014/01)

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Printed by KYM on September 26, 2014 at 10:1 tAM

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

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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-axie 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 6. 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:

- 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 pieroings.
- 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;
 - Lack of service, selective service or refusal to provide service which can be performed;
 - Any act of moral turpltude, sexual harassment or sexual impropriety;
 - 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 forfelt 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. Fallure 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 properly 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.

SECTON 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.

SECTON 22. TERM OF FRANCHISE AGREEMENT; TERMINATION FOR CONVENIENCE

- A. This Agreement terminates on August 31, 2015, unless sconer 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. Numainville

Alex Berg

Sergeant

DBA: Cloverdale / All City / Santa Rosa Tow

Traffic Bureau

3575 Airway Dr.

Santa Rosa Police Department

Santa Rosa, CA 95403

965 Sonoma Avenue Santa Rosa, CA 95404

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:	CITY OF SANTA ROSA A Municipal Corporation
Alex Berg, DBA Cloverdale / All City / Santa	
Rosa Tow	Name Robert L. Schreeder Acting Chief of Police
By	
Name <u>Alex Berg</u>	
Title <u>Owner</u>	APPROVED AS TO FORM
	City Attorney
By	By
Name	Ungh luxogende, ACA
Title	υ

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 Sunta 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:

ABSTAIN:

(0)

(0)

ATTEST:

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 <u>48137</u>
Dated 8187/19

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FRANCHISE AGREEMENT FOR VEHICLE TOW SERVICES

This Franchise Agreement for Vehicle Tow Services ("Agreement") is made as of this 27th 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 Holldays.

"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 selzed 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 Rotalion Tow List for two rotation cycles if Operator refuses or falls to respond to a call for service. If Operator falls 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.
- 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.
- 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
 - Catifornia 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:
 - Rude or discourteous behavior;
 - 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, unliaterally 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. Fallure 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.
- 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 Flours.
- 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 Ileu 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
Ç,	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.

SECTON 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 Flours.
- 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 falls 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.

SECTON 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:

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]	CITY OF SANTA ROSA A Municipal Corporation By 3 8 CQ 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
By W	Chief of Police
Name MICHELLE INSKEEP Title PRESIDENT	APPROVED AS TO FORM City Attorney By <u>Cangelle Certeglende</u> , Am
Name MICHAEL SONZA	By Company of the State of the
CIN Rusinose Tex # 42779	
City Business Tax # 42779	
Taxpaver# 91-1805809	•

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 OBM 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 x19 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							
	В.								
	C.								
	D								

ATTACHMENT C

NEGOTIATED VEHICLE COST CRITERIA

I. 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 (MMIDD/YYYY) 8/24/2014

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.

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PROQUER	SONTAC	CONTACT HAMEI				
Wells Fargo Insurance Services USA, Inc.	PHONE	HI CAIG. NO. Ext):				
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1 1017 Gobbierock Drive, Suite 100		Insurer(e) affording coverage Naio 1				NAIO#
Ranotio Cordova, OA 98670-6049	INBURH	MBURER A. Nellonwide Mulual Insurface Confessor ED 23787				23767
Mandab	JASURA	INSURER ET Topa Insurance Company 18031				
Yerbrough Bros. Towing, Inc.	INSURE	INSURER O. Insurance Company of the West 0:2014 27847				
P.O. Box 7254	INGURE	INGURER D:				
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Sania Rosa, Ca 96407	NSURE	RF1	***************************************		باستحسب	
COVERAGES CERTIFICATE NUMBER:	7478687		·····	REVISION NUMBER: 95	e belov	/
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 MY 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. WHEN THE OPINGURANCE NOT THE POLICY PERIOD BY PAID OF THE POLICY FOR THE						
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The City of Santa Rosa, its officers, agents and employees Sunta Rosa Police Department Traffic Bureau	SHC THE ACC	Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.				
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ACÓRD 25 (2014/01)

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 goverage 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 "insurada" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not after coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

The City of Santa Rosa, ite officers, agents and employees Santa Rosa Police Department Traffic Bureau 965 Sonoma Avenue Santa Rosa, Ca. 96404

(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.

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

POLICY NUMBER: ACP7826212164

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 C	rgunization(s)	b (4), 150 -	
The City of Santa Rosa, its officers, agents and o	amployees		
Santa Rosa Police Department			
Trafflo Bureau	•	•	
985' Sonome Avenue			
Santa Rosa, Ca. 95404			
	•		
		1	
Information required to complete this Schedul	e, if not shown above, will be	shown in the Declar	ations,

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", "properly damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of these acting on your behalf:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2014

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 the terms and conditions of the policy	is an	ADE	ITIONAL INSURED, the	policy(i ndorsen	os) must bo tent. A state	endorsed. ement on th	if SUBROGATION IS WA is certificate does not con	VED, iter rig	subject to ghts to the
certificate holder in lieu of such endor	eme	nt(s)							i
PRODUCER Welfs Fargo Insurance Services USA, Inc.				OONTAG NAME: PHONE			FAX (A/C, No);	-	/ -v
CA DOI Lic. #0D08408 (916) 231-1741				PHONE (A/C, No. E-MAIL ADDRES	EXI):		1 (8)(5) (40)		
11017 Cobblerook Drive, Suite 100									
Rancho Cordova, CA 95670-6049				INSURER(B) AFFORDING COVERAGE INSURER A . Nationwide Mulual Insurance Company					23787
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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 CG20260413 & CA20480299 attached. Primary wording applies as per the attached CG71560804. Walver of subrogation applies to the workers' compensation.									
CERTIFICATE HOLDER CANCELLATION									
The City of Santa Rosa, its officers, agents and employees Santa Rosa Police Department Traffic Bureau				THE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
986 Sonoma Avenue				AUTHORIZED REPRESENTATIVE					
Sania Rosa, CA 95404				Jean Sporton					
The state of the s						CHIPS PAIR			

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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 dose not after 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 If of the Coverage Form.

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Page 1 of 1





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

965 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:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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.

CG 20 26 04 13

@ Insurance Services Office, Inc., 2012

Page 1 of 1



aug \$7,0013

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.

BETT 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 TT 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,

BEIT 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 27th 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: Clark

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 Pranchise 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 basiness as G & C Towing 251 Bellevue Ayenue, Santa Rosa, CA 95407 (707) 547-2364

Phue 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

EXFIBIT B

Franchise agreement for vehicle tow services between the city of
SANTA ROSA, ACTING BY AND THROUGH THE SANTA ROSA POLICE DEPARTMENT
AND
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City Agreement Number
Dated