
2026 - 2027
SAN BERNARDINO
COUNTY SHERIFF
TOW SERVICE
AGREEMENT

March 2026

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Overview

- **Voluntary Participation:** Companies can choose to join the program but must comply with the rules.
- **No Contractual Relationship:** Participation does not create a legal contract with the SBSB or the County of San Bernardino.

Attachments

- **Attachment A:** Definitions and terms.
- **Attachment B:** Relevant California Vehicle and Civil Codes.
- **Attachment C:** Equipment specifications and requirements.
- **Attachment D:** Instructions for application materials.

Selection Criteria for Tow Companies

To be eligible for the rotation tow list, companies must meet minimum standards based on the following criteria:

1. **Tow Vehicle Inventory:** Quality and condition of vehicles and equipment.
2. **Variety of Vehicles:** Range of available tow vehicles.
3. **Commercial Capability:** Ability to handle commercial towing.
4. **Storage Capacity:** Size of storage facilities or yards.
5. **Security:** Safety measures in place for storage.
6. **Cleanliness:** Condition of the storage facility.
7. **Indoor Storage:** Availability for processing impounded vehicles.
8. **Experience:** Prior experience in for-hire towing.
9. **Disciplinary Record:** History of compliance and discipline.
10. **Law Compliance:** Adherence to laws and regulations.
11. **Record-Keeping:** Documentation practices.
12. **Response Time:** Efficiency in responding to law enforcement calls and vehicle retrievals.
13. **Fee Structure:** Reasonableness of towing and storage fees.
14. **Geographical Proximity:** Location relative to the Tow District.
15. **Law Enforcement Cooperation:** History of collaboration with law enforcement.
16. **Integrity:** Honesty in operations.

17. **Safety Record:** Track record as a for-hire tow company.

18. **Legal Compliance:** Overall adherence to applicable laws.

This selection process is managed by the Local Station Commander, ensuring fair and consistent evaluations for all applicants.

Applicants who have not previously participated in the SBSB rotation tow list may enhance their application by including:

- **Letters of Reference:** These should detail their prior for-hire towing experience.
- **Contact Information:** Applicants can provide telephone numbers for personal, business, or law enforcement references who can speak about their qualifications and experience.

TOW DISTRICTS OVERVIEW

1. **Establishment:** The SBSB Local Station Commander will create separate tow lists for different classes of tow trucks to optimize call distribution and response times.
2. **Local Commander's Authority:** The Local Station Commander will set:
 - Maximum response times
 - Enrollment periods
 - Reasonable rates
3. **Modifications to TSA:** Any changes or modifications to the TSA must be documented in writing as an addendum; verbal agreements are not permitted.
4. **Operational Requirements:**
 - **Location:** Operators must have a business office and storage facility that is within a reasonable maximum radius determined by the Local Station Commander of the station they serve.
 - **Service Jurisdiction:** Operators provide service within the approved SBSB jurisdictions.
5. **Rotation Tow Lists:**
 - Separate rotation lists will be maintained for each class of tow truck within each Tow District.
 - Separate lists will also exist for salvage and recovery operations involving large commercial vehicles.
6. **Salvage and Recovery Requirements:**
 - Operators must have at least one driver with five years of verifiable salvage and recovery experience.
 - A minimum of two tow trucks is required: one Class D and one Class C.
 - If the operator does not have a class D, two Class C tow trucks are required.

This structure aims to ensure effective and fair delivery of service within the designated Tow areas.

ROTATION TOW LISTS

A. Authority to Request Tow Companies

The Local Station Commander, supervisor, or scene manager may request a specific tow company when it is deemed that the resources available from the tow company currently at the top of the rotation tow list are insufficient to clear a hazard promptly. In such cases, the selected tow company will be the next qualified company on the list. Following this request, the selected

company will be moved to the bottom of the rotation, while other bypassed companies will retain their original order until they are selected for a rotation tow for which they qualify.

B. Class Operator Eligibility

Operators holding Class B, C, or D certifications may maintain a position on a lighter class rotation tow list, provided that their tow trucks meet the necessary equipment specifications for that class of operation.

C. Charges for Services

Charges for towing or servicing shall not exceed the rates applicable to the class of vehicle being towed or serviced, except in cases of vehicle recovery operations that necessitate the use of a larger class of tow truck.

D. Rotation

The commander at each station will decide if the rotation will be a weekly rotation or a next-up rotation. These are described in the application process for each station.

Weekly Rotation: In the weekly rotation system, each operator is assigned all calls for the entire week. The operator will handle every call during their scheduled week of service, regardless of how many calls are made. After completing their week, the operator is then moved to the bottom of the list for the following week, and the next operator in line will take over the calls for the next week. This system ensures that each operator has a full week of service before rotating down the list, providing a fair opportunity for everyone on the roster. If an operator fails to answer or cannot perform the required service, they will be skipped, and the next operator in line is contacted. The original operator will continue to provide service for the remainder of their weekly rotation.

Next-up Rotation: In the next-up rotation system, each call goes to the operator who is next in line on the rotation list. After responding to a call, the operator is moved to the bottom of the list, and the next operator becomes eligible for the following call. If an operator fails to answer, is unavailable, or cannot perform the required service, they are skipped, and the next operator in line is contacted. This ensures that calls are responded to in a timely and fair manner.

If the SBSD cancels a call before arrival at the scene, no charges will apply, and the operator remains in the same position in the rotation list.

1. If the vehicle's owner or agent cancels the call before the Operator takes possession of the vehicle, no towing charges will apply. The Operator must immediately notify the SBSD of the cancellation and will return to the top of the list.
2. If service other than towing or recovery has commenced and is canceled by the vehicle's owner or agent, the Operator may charge one-half of the regular hourly service rate for the time expended. For the purposes of this cancellation, service begins when physical work on the vehicle has started, not at the time of response. No lien shall be established for these services unless the Operator has provided a written statement to the vehicle's owner or agent for signed authorization of the services performed.

3. The Operator shall not attempt to take possession of the vehicle to establish a lien for non-towing services performed or initiated if not entitled to such a lien under the law, as specified in California Civil Code section 3068.1.

E. Multi-Vehicle Incident Response

Generally, an Operator may dispatch more than one tow truck in response to a rotation tow call involving a multi-vehicle collision.

F. Vehicle Distribution

In instances where two or more Operators are called to the same incident, the distribution of vehicles will be at the discretion of the SBSB Incident Commander.

G. Assistance for Roadway Clearance

The SBSB Incident Commander may direct a rotation tow Operator to move vehicles to clear roadways or for lifesaving operations. Operators are required to provide this assistance without charge, and it will not affect their position in the rotation list.

H. Experience Requirements for Applicants

Operators applying for a rotation tow listing must possess a minimum of three (3) years of verifiable for-hire towing experience as an owner or principal prior to the final filing date of the enrollment period to qualify. Operators currently on the SBSB rotation list who have less than the required three years of experience are exempt from this requirement.

1. Ownership status will be reviewed and determined by the SBSB.

I. Special Requests for Tow Services

The Local Station Commander or their designee may request tow services outside of the standard rotation for special needs, including but not limited to enforcement activities, safety checkpoints, and D.U.I. checkpoints.

TOW TRUCK CLASSIFICATIONS

A. Equipment and Maintenance Standards

Operators must equip and maintain their tow trucks in accordance with the California Vehicle Code, Title 13 of the California Code of Regulations, the specifications outlined in this Agreement, and established industry standards and practices.

1. All tow trucks must possess recovery capabilities, wheel lift capabilities, and a boom that meets the specifications outlined in this Agreement, in accordance with California Vehicle Code section 615. A “trailer for hire” used to transport a vehicle does not qualify as a primary tow truck for the rotation tow lists.
2. The Local Station Commander may exempt an Operator with a car carrier from the recovery, wheel lift, and boom capabilities, provided the car carrier is an additional unit.

B. Violations and Consequences

Violations of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements for tow trucks will result in immediate suspension. This includes exceeding the GVWR, front and rear axle weight ratings, maximum tire weight ratings, or failing to maintain at least 50% of the tow truck’s unladen weight on the front axle when lifting or carrying a load.

C. Tow Truck Classes

This Agreement encompasses four classes of tow trucks. The Local Station Commander may require multiple trucks within each class in Tow Districts where rapid response is necessary for congestion relief.

1. Class A – Light Duty

- Operators must maintain a minimum of one tow truck with a manufacturer’s GVWR of at least 14,000 pounds. Class A equipment specifications are detailed in Attachment C of this Agreement.
 - The Local Station Commander may require that one of the additional required tow trucks be a car carrier in areas requiring rapid response.
- A “trailer for hire” will not be approved as a Class A tow truck.
- Tow companies with previously approved equipment that lack wheel lift capabilities may apply for a Class A rotation tow listing.

2. Class B – Medium Duty

- Operators must maintain at least one tow truck with a GVWR of at least 26,001 pounds, capable of providing continuous air to the towed vehicle. Class B specifications are available in Attachment C.
- Tow companies with previously approved equipment that lacks air brakes and/or a tractor protection device may apply for a Class B rotation tow listing, provided the truck can supply continuous air from its engine-mounted air compressor and is equipped with an air gauge.

3. **Class C – Heavy Duty**

- Operators must maintain at least one three-axle tow truck with a GVWR of at least 48,000 pounds, equipped with air brakes and capable of providing continuous air to the towed vehicle. Class C specifications can be found in Attachment C.

4. **Class D – Super Heavy Duty**

- Operators must maintain at least one three-axle tow truck with a GVWR of at least 52,000 pounds, equipped with air brakes and capable of providing continuous air to the towed vehicle. Class D specifications are available in Attachment C.

D. Auxiliary Equipment Usage

To effectively and safely tow a variety of vehicles, auxiliary equipment specifically designed for towing procedures may be necessary. A list of service and auxiliary equipment for each classification is provided in Attachment C.

E. Approval for Participation

Only tow trucks that have been approved by the SBSB to participate in the SBSB Rotation Tow Program may be used by qualified Operators selected after open enrollment under this Agreement.

TOW COMPANY EMPLOYEES

A. Employee Qualifications

Operators are responsible for ensuring that all employees of the tow company, including tow truck drivers and independent contractors who respond to calls, have contact with towed vehicles, or access to administrative records initiated by the SBSB, are qualified and competent. Operators must ensure that tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including safe towing and recovery procedures for various vehicle types serviced through the SBSB rotation. Specifically, tow truck drivers responding to SBSB-initiated calls must meet one of the following criteria:

1. A minimum of five years of verified tow truck driving experience, documented in writing by both the Operator and the driver.
2. Completion of a tow truck driver training program from a TSAAC-approved program within the past five years.
3. Documentation of tow truck driver training from a non-TSAAC-approved program.
 - a. Documentation of the above experience or training must be submitted with the Tow Operator/Driver Information form.

B. Licensing Requirements

Tow truck drivers must possess the appropriate licensing to operate specific vehicle configurations and cargo.

C. Driver Age and Licensing

Tow drivers are required to perform all towing and recovery operations safely and expediently. All drivers must 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 license or a valid Class A license with a medical certificate.
2. **Class B Tow Truck:** A valid Class C license for non-regulated vehicles or a valid Class A license with a medical certificate for regulated vehicles per California Vehicle Code section 34500.
3. **Class C Tow Truck:** A valid Class A license with a medical certificate.
4. **Class D Tow Truck:** A valid Class A license with a medical certificate.

D. Maintenance of Employee Records

The Operator must maintain and provide an up-to-date list of all drivers and employees.

1. A current list of drivers and employees must be submitted to the SBSB upon implementation of this Agreement. The Operator must notify the SBSB of any changes in driver or employee status, including additions or deletions. An updated list must be provided within seven calendar days of any change.

2. The Operator shall maintain written or computerized records for each employee, including:
 - Full name
 - Date of birth
 - California driver's license number
 - Copy of valid medical certificate (if applicable)
 - Job title/description
 - Current home address
 - Current home telephone number
 - Types of trucks the driver is trained to operate

E. Enrollment in the Employer Pull Notice Program (EPN)

All tow truck drivers and owner/operators must be enrolled in the Employer Pull Notice Program.

1. New drivers must be enrolled in the Pull Notice Program within a maximum of 30 days after their addition.
2. Pull Notices must be retained on file, signed, and dated by the Operator.
3. Local Station Commanders may require the Operator to provide copies of Pull Notice Reports to the local sheriff's station.

F. Uniform Requirements

SBSD rotation tow drivers are required to wear identifiable uniform shirts displaying the company and driver's names during SBSD rotation tow operations. No hats, head coverings, or garments displaying logos other than that of the Operator are permitted.

G. Safety Gear

SBSD rotation tow drivers must wear safety vests or reflective clothing that meet Occupational Safety and Health Administration (OSHA) requirements.

H. Background Checks

All employees of the owner/operator must undergo a criminal background check and meet the requirements set by the local SBSD Local Station Commander regarding past criminal convictions, parole status, and probation status.

RATES

A. General Fee Structure

Fees charged for responses to calls originating from the SBSB must be reasonable and not exceed rates for similar services provided to other public agencies or private individuals.

B. Determining Reasonableness of Fees

1. If the Operator serves both the SBSB and the California Highway Patrol (CHP), the rates established by the CHP will generally apply, unless a different rate is approved by the Local Station Commander.
2. If a different rate is sought, the Operator must submit retail hourly rates to the Local Station Commander: Supporting materials and information regarding industry standards must also be included. The Local Station Commander will assess the validity and reasonableness of the rates based on submitted materials, comparison with rates from other Operators, and prevailing industry practices.
 - a. Validity will be determined by examining telephone quotes, posted rates, charges to retail customers, and other relevant criteria. Any submitted rate exceeding the Operator's retail rate will be deemed invalid and not accepted. An Operator submitting an invalid rate will be disqualified from the SBSB rotation tow listing until the next enrollment period.
 - b. Reasonableness will be assessed relative to rates from other Operators. If a submitted rate is found excessive but not invalid, the Operator may resubmit their rates once.

C. Rate Adjustments

To remain competitive, Operators may lower retail rates at any time by notifying the SBSB. Such a reduction will establish the new approved SBSB rate. Rate increases for SBSB calls are permitted only during enrollment periods or after a midterm review, and must receive approval from the Local Station Commander. Rates for SBSB calls will remain at the lowest retail rate until the next enrollment period.

D. Compliance with Approved Rates

Only the approved hourly rates and storage fees for the current year shall be applied. Any Operator charging above the approved rates for SBSB calls will be in violation of the Agreement and subject to disciplinary action.

E. Towing Charges

Towing fees will be computed from portal to portal. Time will be charged at the hourly rate and increments beyond the minimum will be billed in one-minute increments. No additional charges will apply for mileage, labor, fuel, oil, coolant, or time taken to release a vehicle when the storage facility is not at the location of the release request and the request occurs during normal business hours.

1. The Operator may charge a minimum of thirty minutes per call for services performed when the vehicle's operator or agent is present, provided the vehicle is not stored at the direction of a SBSD officer.
2. For calls resulting in storage at the direction of an officer, a minimum charge of one hour may be applied.
3. Towing charges will be based on the vehicle class, irrespective of the truck class used, unless larger trucks are required for recovery operations.

F. Service Call Rates

Rates for service calls (e.g., out of gas, lockouts, tire changes, snow removal) will apply from portal to the conclusion of service, charged at the hourly rate with a maximum thirty-minute minimum. Charges exceeding thirty minutes may be billed in one-minute increments.

G. Special Operations Fees

1. For special operations involving Class B, C, and D tow trucks, Operators must submit proposed fees for vehicle recovery and load salvage operations to the Local Station Commander. Fees should align with industry standards and practices.
2. Operators on the two-truck Salvage and Recovery list may charge a minimum two-hour rate. If only one truck is ultimately needed, the second truck may claim portal to portal and time spent on scene until the decision is made.
 - a. Hourly rates must be established for auxiliary, contracted equipment, and contract labor.
 - b. The Local Station Commander will evaluate the reasonableness of submitted fees for these operations based on comparative data from other Operators and industry standards.
3. Operators must provide a markup rate for retail equipment and specialized labor not otherwise specified in their application.
4. If a service is performed without an approved rate, the Operator may only charge for the actual cost plus 10 percent.
5. Fees for after-hours releases must not exceed half the hourly rate and are permitted only when no personnel are available at the storage facility.

H. Storage Fees

1. Operators must submit proposed storage fees for inside and outside storage to the Local Station Commander, who will assess their reasonableness based on averages from other applicants and industry standards.
2. Operators must display a clear sign at cashier stations, as required by California Civil Code section 3070(d)(2)(E), detailing all storage fees and charges.

3. Vehicles stored for 24 hours or less will be charged for a maximum of one day of storage; subsequent days will be calculated by calendar day.

I. Ordinance Exemption

This section (Rates) does not apply if the Operator responds to an SBSD call in areas where towing rates are regulated by valid city or county ordinances.

J. Rate Transparency

The approved rate schedule must be accessible in the tow truck and presented upon request to the individual receiving services, their agent, or any sheriff's deputy at the scene.

K. Maximum Fee Limits

The rate requirements specify the maximum fees an Operator may charge for SBSD calls, but Operators are permitted to charge less if deemed appropriate.

L. Rate Terminology

No Operator or employee may refer to any rate as the minimum required or set by the SBSD.

M. Proposed Rate Changes

Any proposed changes to the rate schedule must be submitted at least thirty (30) days prior to the intended effective date. These changes will be reviewed to determine their reasonableness in accordance with the TSA terms.

COLLUSION

A. Prohibition of Collusion

Operators and applicants are strictly prohibited from conspiring, attempting to conspire, or engaging in any acts of collusion with other Operators or applicants. Such actions aimed at secretly or otherwise establishing unfair agreements regarding rates or terms of the Agreement are considered detrimental to the SBSB, the motoring public, and other Operators.

Examples of collusion include, but are not limited to, the following:

- Conspiracy among Operators to set artificially high or low rates for services provided under the Agreement.
- Attempts to bypass the midterm review process or any similar circumvention.

B. Consequences of Collusion

If the SBSB determines that any Operator or applicant has engaged in collusion, it may result in the denial of the application or nullification of the Agreement. Any Operator or applicant found to have participated in collusive activities will be disqualified from the SBSB rotation tow list for the current term and for an additional three years across all jurisdictions under SBSB enforcement.

RESPONSE TO CALLS

A. Availability and Response Time

Operators are required to respond to SBSB calls 24 hours a day, seven days a week, within the maximum response time established by the Local Station Commander. Operators must dispatch a tow truck of the appropriate class specified by the SBSB. If the Operator is unable to respond or cannot meet the required response time, they must inform the SBSB dispatch immediately. Should the Operator accept a call but subsequently be unable to respond or face delays, they are obliged to notify the relevant SBSB Communications Center promptly. Operators are prohibited from assigning calls to other tow Operators.

B. Compliance with Response Requirements

Failure to respond to or perform the required towing or service, or repeated instances of failing to meet the maximum response time, will constitute a breach of this Agreement.

1. The Local Station Commander may enact immediate disciplinary measures for any significant violations regarding response times.
2. If an Operator anticipates being unavailable for services due to planned activities (e.g., vacation, maintenance, medical leave), they must notify the local sheriff's station and/or dispatch center at least 24 hours in advance, detailing the duration of unavailability.

C. Performance of Services

The Operator or their employees responding to a SBSB call are required to carry out the towing or service requested. This obligation may be waived by the SBSB Incident Commander if the requested equipment is deemed insufficient for the task at hand.

D. Refusal to Respond

Any refusal to respond or perform the required towing or service may lead to suspension or termination at the discretion of the Local Station Commander.

E. Response Protocol

Operators must not respond to SBSB calls assigned to other Operators unless specifically requested by the SBSB.

1. If the Operator assigned to the call requires additional assistance due to inadequate equipment or truck class, the Incident Commander may request support from the next Operator on the tow rotation list. Communications will continue in the established order until an Operator with the appropriate equipment can respond.
2. If the Operator encounters a scene with vehicles blocking a roadway and is requested by an SBSB deputy for assistance, they may move the vehicle as directed. This assistance will be provided at no charge and will not affect the Operator's position in the rotation.

F. Personnel and Equipment Response

Only the tow truck personnel and equipment explicitly requested shall respond to a SBSB call. The use of additional personnel or equipment is permitted only with the approval of the SBSB Incident Commander. However, the Operator may assess the scene to determine if further

assistance or equipment is necessary. No extra charges shall apply for personnel or equipment deemed unnecessary for the service required.

G. Towing for Investigations

In the case of MAIT/Fatal investigations or incidents requiring vehicle inspections, the investigating Deputy may utilize any Operator on the SBSB rotation for towing and storage based on available resources and equipment. For additional vehicles towed from the same incident where no inspection is necessary, the current Operator on rotation will be contacted.

H. Rate Compliance

Only the approved hourly rates and storage fees for the current year shall be applied. Any unauthorized modifications by the Operator or their Employees to exceed these rates without prior written consent from the Local Station Commander will result in suspension or termination.

STORAGE FACILITY

A. Security and Maintenance

The Operator is responsible for ensuring adequate security for vehicles and property at the storage location. This includes providing a clean, fenced, or enclosed area. The Operator must exercise reasonable care, custody, and control over any property contained in towed or stored vehicles. The storage yard must comply with all local zoning regulations and possess any necessary permits.

B. Removal of Property

The Operator must obtain written approval from the SBSB before removing any property from a stored or impounded vehicle. A receipt for all removed property must be provided, with a copy placed in the stored vehicle. This approval requirement may be waived by the Local Station Commander if the Operator demonstrates proper safeguards and procedures.

1. This requirement cannot be waived if the vehicle is impounded for evidence or investigation.
2. Upon SBSB approval, the Operator shall release personal property from an impounded vehicle at the request of the owner or their agent.
 - a. There is no charge for the release of personal property during normal business hours. After-hours release may incur fees, which must be communicated at the time of the request.
 - b. Personal property includes items that are not affixed to the vehicle, such as papers, cellular phones, clothing, tools, etc.
3. Cargo not held as evidence shall be released upon request of the carrier or per court order.

C. Storage Location

The primary storage facility should typically be at the same location as the business address. If they differ, there will be no charge for additional travel to a secondary location. Vehicles and personal property must be released at the primary facility or place of business upon request by the owner or legally entitled person.

1. Any new storage facilities not listed in the TSA must receive written approval from the Local Station Commander.
2. Secondary storage facilities should be located reasonably close to the main business office.

D. Storage Space Requirements

Operators must maintain a sufficient number of storage spaces, as approved by the Local Station Commander.

E. Signage

The Operator's place of business must display a sign clearly identifying it as a towing service. This sign must be visible from the street and at night, providing information on where to file complaints regarding the SBSB Tow Rotation Program or a specific Operator.

F. Business Hours

"Normal business hours" are defined as 8 a.m. to 5 p.m., Monday through Friday, with continuous staffing during these times, except for specific state-recognized holidays.

1. Holidays include New Year's Day, Martin Luther King Day, Presidents' Day, Caesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.
2. Business hours must be posted clearly at both the place of business and the storage facility.
3. Employees must be adequately trained and supervised in handling towing, storage, and vehicle/property release transactions.

G. Release Procedures

The release of vehicles must comply with local SBSB station procedures.

INSURANCE

A. Insurance Requirements

The Operator must maintain the following minimum levels of insurance through a carrier admitted in California or authorized to do business in California:

1. Commercial Business Automobile Liability

- For Class A tow trucks: Minimum combined single limit of \$750,000 for bodily injury and property damage.
- For Classes B, C, and D: Minimum combined single limit of \$1,000,000.
- Coverage must include non-owned and hired auto.

2. Uninsured Motorist Coverage

- Legal minimum combined single limit.

3. On-Hook Coverage

- Insuring the vehicle in tow, with limits based on the size of the tow truck:
 - Class A: \$50,000
 - Class B: \$100,000
 - Class C: \$200,000
 - Class D: \$250,000

4. Garage Liability

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

5. Garage Keepers Liability

- Minimum coverage shall match the on-hook coverage for vehicles in the care, custody, and control of the Operator in the storage yard.

6. Workers' Compensation Insurance

- Must meet the legal minimum requirements in effect.

B. Proof of Insurance

Proof of the required insurance must be submitted to the Local Station Commander in the form of a certificate of insurance before the Operator can be considered for placement on the local SBSB station rotation tow list.

• Policy Expiration or Cancellation

- Any expiration or cancellation of the insurance policy will immediately nullify the Tow Service Agreement (TSA).

- The Operator's insurance policy must include provisions for immediate notification to the local SBSB station in the event of expiration or cancellation.
- The Operator is also required to notify the SBSB in advance of any impending expiration or cancellation of the insurance policy.

INSPECTIONS

A. Annual Inspections

Each Operator is required to pass at least one annual inspection of all tow trucks by a qualified law enforcement agency. The Local Station Commander may, at their discretion, accept inspections conducted by another SBSB station or by the California Highway Patrol (CHP) to fulfill this requirement. The SBSB may conduct additional inspections without prior notice during normal business hours.

- **Dispatch Restrictions**

- Operators must not dispatch a tow truck to a SBSB call unless it has been inspected and approved by the SBSB.

1. **Re-Inspection Policy**

- Operators who fail an inspection are entitled to one re-inspection.
- Failure to pass the re-inspection will result in the disqualification of that tow truck from the SBSB rotation until the next enrollment period.

B. Multiple Failures

If 80 percent or more of the Operator's tow trucks fail the initial annual inspection, no re-inspection will be permitted. In such cases, the Operator's application will be denied, but they may reapply during the next open enrollment period.

BUSINESS RECORDS

A. Record Provision

The Operator must provide any business records to the SBSB upon request. This includes, but is not limited to, documentation related to:

1. Towing and Storage Operations

- Invoices, receipts, and logs of towing and storage services performed.
- Records of any incidents or special circumstances during operations.

2. Driver Qualifications and Training

- Documentation verifying driver experience and training programs completed.
- Records of any certifications or licenses held by drivers.

3. Insurance Coverage

- Certificates of insurance demonstrating compliance with required coverage levels.
- Documentation related to policy renewals or changes.

4. Maintenance Records for Tow Trucks

- Inspection reports, maintenance logs, and repair documentation for all tow trucks.
- Records of annual inspections and any re-inspection outcomes.

5. Billing Records

- Detailed billing statements related to towing and storage services, including rates charged and payment records.
- Documentation of any outstanding invoices or disputes.

6. Lien Documentation

- Records of any liens placed on vehicles due to non-payment for towing or storage services.
- Documentation supporting the enforcement of any liens, including notices sent to vehicle owners.

7. Any Other Relevant Operational Records

- Employee training and safety records.
- Records related to compliance with local, state, and federal regulations.

B. Compliance and Consequences

Failure to provide these records in a timely manner may result in disciplinary action or disqualification from the SBSB rotation tow list. The SBSB reserves the right to determine the sufficiency of the records provided and to take appropriate action based on compliance findings.

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

FINANCIAL INTEREST

A. Direct Involvement Restrictions

Operator shall not be directly involved in the towing-related business of any other Operator or applicant within the same tow station. "Directly involved" shall mean any shared interest between Operators or applicants with regard to:

1. Business licenses
2. Insurance
3. Tow truck or equipment
4. Employees

B. Shared Storage Facilities

Storage facilities owned by an Operator and shared with another Operator shall only be approved if the owner/Operator charges for the space exclusively on a flat monthly rate, rather than on a vehicle-by-vehicle basis or a combination thereof.

C. Facility Separation

Facilities shared by Operators shall be physically separated and secured from each other unless the local SBSB Local Station Commander approves non-conforming facilities.

D. Transfer of Ownership

The sale or transfer of the controlling interest in a company shall immediately terminate the TSA. The new owner(s) may apply for a rotation tow listing at any time during the remainder of the current Agreement term, regardless of the Area's enrollment period.

E. Eligibility After Suspension or Termination

A terminated or suspended Operator and the tow business they owned at the time of their suspension or termination shall not be eligible for a rotation listing for the duration of the suspension or termination. This provision applies to the Operator working in any capacity within any tow business, operating any tow business, and to the tow business, even if operated under new ownership.

F. Violations and Consequences

Any violation of this section shall be cause for suspension, if deemed appropriate by the local SBSB Local Station Commander.

G. Re-Application Restrictions

A terminated or suspended Operator, and/or tow business owner at the time of suspension or termination, shall not be eligible for a rotation listing or re-application for the duration of the suspension or termination. This provision applies to the Operator working in any capacity within any tow business or operating any tow business, and to the tow business, even if operated under new ownership.

ANNUAL OPEN ENROLLMENT MEETINGS

A. Conducting Annual Open Enrollment Meeting

The Local Station Commander shall conduct one (1) annual open enrollment meeting with the selected Operators to discuss the forthcoming TSA term and issues concerning the rotation tow program.

1. The SBSB shall provide 14-day written notice of the meeting to operators approved for the rotation tow program.

a. The written notice shall be sent via certified mail.

If an operator or the operator's designee fails to attend the annual open enrollment meeting, the operator's application for the forthcoming TSA term shall be denied.

a. The operator shall be provided with written notification of the denial and may reapply during the next open enrollment.

b. Any subsequent meetings, outside of the open enrollment meeting, shall be mandatory for the operator or operator's designee.

1. The SBSB shall give 14-day notice, if practical, of the meeting.
2. Failure to attend a meeting shall result in disciplinary action.

BEHAVIOR AND CONDUCT

A. Standards of Conduct for Operators and Employees

While involved in SBSB rotation tow operations or related business, the tow Operator and/or Employee(s) shall refrain from any act(s) of misconduct, including, but not limited to, the following:

1. **Rude or Discourteous Behavior:** Operators and employees must maintain a professional demeanor at all times.
2. **Lack of Service or Selective Service:** Refusal to provide service that the Operator is capable of performing, including failing to properly clean the traffic collision or tow scene.
3. **Sexual Harassment:** Any act of sexual harassment or sexual impropriety is strictly prohibited.
4. **Unsafe Driving Practices:** Operators must adhere to safe driving standards at all times.
5. **Alcohol and Drug Use:** Exhibiting any objective symptoms of alcohol and/or drug use is unacceptable.
6. **Odor of Alcohol:** Appearing at the scene of a SBSB rotation tow call with the odor of an alcoholic beverage on the breath is prohibited.
7. **Alcohol Screening:** The Operator/tow truck driver shall submit to a preliminary alcohol screening test upon the demand of the SBSB.
8. **Improper Equipment:** Arriving at a scene without the necessary equipment, such as brooms, absorbent materials, and other required tools, is not permitted.
9. **Inappropriate Attire:** Appearing at a scene in improper or offensive clothing is unacceptable.
10. **Safety Violations:** Any violation of required equipment or safety practices as outlined in the vehicle code will not be tolerated.
11. **Timeliness:** Failing to arrive at a scene within the allotted time frame is considered a violation.
12. **Complaint Investigations:** All SBSB-related tow service complaints against the Operator or his/her Employee(s) will be accepted and investigated fairly. Following the investigation, the SBSB may initiate disciplinary action as deemed appropriate. The Operator will be notified of the investigation's results.
13. **Criminal Conduct:** If criminal charges result from tow service conduct, the SBSB will conduct its investigation to conclusion or assist the lead investigating agency, and, if warranted, request prosecution.
14. **Disciplinary Actions:** Any violation of this section may result in suspension, if deemed appropriate by the local SBSB Station Commander.

COMPLIANCE WITH LAW

A. Legal Obligations

The Operator and his/her employees shall, at all times, comply with all federal, state, and local laws, ordinances, and regulations, including, but not limited to, those applicable to the Operator.

Minor Traffic Violations: If minor traffic violations by rotation tow truck drivers come to the attention of the SBSB, the Operator will be given the opportunity to rectify the situation to ensure compliance with the law. Subsequent traffic violations may lead to disciplinary action against the Operator and/or involved Employees.

1. **Flagrant Violations:** Any flagrant traffic violations may result in immediate disciplinary action against the Operator and/or the involved Employees.

B. Enforcement of Conduct Standards

The provisions in Element 14 of this TSA, Demeanor and Conduct, do not preclude the SBSB from taking appropriate enforcement or administrative actions for any violations of law.

1. **Criminal Convictions:** Operator or employee convictions involving a stolen or embezzled vehicle, fraud related to the tow business, stolen or embezzled property, a crime of violence, drug-related offenses, felony Driving Under the Influence, misdemeanor Driving Under the Influence while involved in a SBSB rotation tow call, or moral turpitude shall result in the denial of an application or immediate termination of the TSA.
2. **Arrests and Charges:** An Operator or Employee arrested for or charged with any of the aforementioned offenses may be suspended until the case is resolved.
3. **Disciplinary Actions:** Any violation of this section may result in suspension, as deemed appropriate by the local SBSB Local Station Commander.

BUSINESS WITH SBSD EMPLOYEES

A. Conducting Business

All business conducted with SBSD employees or their family members by the Operator or their employees shall be carried out in a manner consistent with normal business practices, ensuring no favoritism or prejudice. The Operator or their employees shall not knowingly sell any vehicle to SBSD employees or their family members without written authorization from the Local Station Commander.

COMPLIANCE WITH TSA

A. Operator Agreement

The Operator agrees, as a condition of inclusion on the rotation tow list, to comply with all terms and conditions outlined in this TSA. Furthermore, the Operator acknowledges that any failure by the Operator, their agents, or employees to adhere to these terms and conditions may result in:

1. **Written Reprimand**
2. **Disciplinary Actions:** This may include suspension or termination from the SBSB rotation tow list(s).

B. Investigation of Violations

Alleged violations of the TSA will be investigated by the local SBSB station covered by the Agreement. The Operator will be notified of the findings of the investigation within thirty (30) days of its conclusion.

DISCIPLINARY ACTIONS

A. Disciplinary Actions by Local Station Commander

The Local Station Commander shall take disciplinary action against Operators for confirmed or sustained violations. The period of suspension shall be determined at the discretion of the Local Station Commander.

B. Record Retention

Records of violations will be retained by SBSB for a minimum of 60 months.

C. Recognition of Disciplinary Actions

Disciplinary actions taken against an Operator by a Local Station Commander may be honored by all SBSB stations serviced by that Operator. Similarly, actions taken by a California Highway Patrol Commander may be recognized by SBSB stations in the same area for safety-related violations.

D. Immediate Suspension for Safety Violations

A violation of safety equipment requirements shall result in immediate suspension. The Local Station Commander will determine the duration of the suspension, which remains in effect until the Operator is found to be compliant following an inspection.

E. Immediate Suspension for GVWR Violations

A violation of the GVWR and safe loading requirements of a tow truck shall be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50% of the tow truck's unladen weight on the front axle when lifting/carrying a load.

F. Overcharging Violations

Intentional overcharging or a pattern of overcharging will result in immediate suspension or termination, with the duration determined by the Local Station Commander and proof reimbursement to aggrieved customers.

G. Gratuities

SBSB personnel shall not be offered gratuities and requests for gratuities shall not be honored by tow company Operators, Employees, or associates of the company. A violation of this section shall be cause for suspension or termination.

H. Refusal of Service

A refusal to respond or provide required towing services will result in suspension.

I. Response Time Violations

Failure to respond or repeated failures to meet the maximum response time will lead to suspension.

J. Responding to Assigned Calls

Responding to a SBSB call assigned to another Operator will result in disciplinary action.

K. Biennial Inspection Terminals

Any unsatisfactory rating from the Biennial Inspection of Terminals (BIT) Program will lead to immediate suspension, with the duration determined by the Local Station Commander until compliance is achieved.

L. Court Order Noncompliance

Failure to satisfy a court order for reimbursement related to damage or loss during custody will result in suspension and proof of reimbursement is provided.

M. Inspection Requirement Violations

Failure to comply with inspection requirements will lead to immediate suspension, determined by the Local Station Commander.

N. Driver Information Compliance

Sending a driver without a submitted Tow Operator/Driver Information Form will result in immediate suspension. The necessary documentation must be provided prior to the operator's reinstatement.

O. Insurance Requirements Violations

Failure to maintain minimum insurance requirements will nullify the Agreement and is considered a major violation.

P. Insurance Notification Noncompliance

Failure to notify the SBSB of insurance policy expiration or cancellation will result in additional suspension

Q. Minor Traffic Violations

Minor traffic violations may be treated as minor violations of the Agreement.

R. DUI Arrests

A tow truck driver, not under the immediate observation of the Operator, while driving a tow truck, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to immediate suspension from participating as a tow truck driver under the provisions of this Agreement. The length of suspension will be at the Local Station Commander's discretion.

S. Reinstatement Requirements

If the Operator is serving a suspension for one year or more, he/she shall be required to comply with all terms and conditions of the current Agreement at the time of the reinstatement. No equipment shall be approved that is not in compliance with the equipment specifications contained in the Agreement at the time of reinstatement. Sections of this Agreement that are commonly referred to as "grandfather clauses" shall no longer apply to any Operator who is suspended for one year or more.

T. Major Violations

Major violations or dangerous conduct will result in suspension on the first offense. Subsequent major violations or dangerous conduct may lead to termination, especially if public safety is at risk or the Operator has been convicted of a serious crime.

1. **Termination Conditions:** Termination may be enacted if continued participation poses a hazard or if the Operator is convicted of a crime.
2. **Suspensions for Major Violations:** The Local Station Commander may impose additional suspensions if deemed appropriate.

U. Minor Violations

Minor violations may lead to disciplinary action as follows:

1. **1st Violation in 12 months:** Written reprimand.
2. **2nd Violation in 12 months:** 1 to 30-day suspension, with a mandatory meeting.
3. **3rd Violation in 12 months:** 30 to 90-day suspension.
4. **4th Violation in 12 months:** 90-day suspension to termination. If the suspension of the Operator takes them through the end of the current agreement, the Operator may apply to be on the following year's rotation tow list, but the Operator will not be reinstated until the full suspension is completed. If the Operator is terminated from the agreement, then the Operator will be unable to apply for the SBSB rotation tow list for the following three years.

HEARING/APPEAL

A. First Administrative Appeal

In the event that the SBSB issues a written reprimand or suspension to the Operator, the Operator may submit a written request for a hearing to the Local Station Commander within seven calendar days. Upon receiving such a request, the hearing will be scheduled at the earliest practical opportunity. The hearing will be conducted by the Local Station Commander or his designee, allowing the Operator to present all pertinent facts and circumstances relevant to their case. Furthermore, the Operator is entitled to present testimony from at least one representative of a tow truck association or another qualified individual. The hearing will be recorded, and the Operator will receive written notification of the Local Station Commander's decision within ten business days following the conclusion of the hearing.

B. Second Administrative Appeal

Should the Operator find the Local Station Commander's decision unsatisfactory, the Operator may file a written request for a second appeal to the regional deputy chief of the affected region within seven calendar days. An appellate hearing will be scheduled at the earliest practical opportunity and will be conducted by the regional deputy chief or his designee. The Operator will retain the same rights as in the initial hearing, with the exception that only newly discovered evidence may be presented, alongside arguments, during the appellate hearing. This hearing will also be recorded, and the Operator will receive written notification of the regional deputy chief's decision within ten business days following the appeal. The decision rendered by the regional deputy chief shall be considered final and is not subject to further administrative appeal.

C. Suspension Implementation

A suspension will not take effect until the complete hearing and appeal processes have been exhausted, except in cases where the Operator's conduct poses a danger to the motoring public or constitutes a gross violation of the terms and conditions of the SBSB TSA. If an Operator fails to request a hearing or appeal within the designated timeframe or fails to appear at a scheduled hearing or appeal, the action taken by the Local Station Commander will be deemed final, and the suspension will take effect upon written notification to the Operator. Should the suspension extend beyond the required application period, the Operator may apply to be included on the next year rotation tow list; however, reinstatement will not occur until the suspension period has been fully served.

MIDTERM REVIEW OF THE TERMS AND CONDITIONS OF THE AGREEMENT

A. Purpose and Scope

This section establishes a process for conducting a midterm review of the Agreement's terms and conditions when there is a legitimate and substantial change in conditions or laws affecting a majority of Operators within a local station's jurisdiction or the SBSB. Examples of such conditions include, but are not limited to:

1. Significant increases or decreases in business expenses.
2. Advancements in technology related to industry safety.
3. Legislative changes mandating specific functions or operations for the SBSB or Operators.
4. Amendments to the Agreement resulting from recommendations approved by the Sheriff or their designee.
5. Proposed modifications to the terms and conditions agreed upon by the Local Station Commander and Operators at the time the Agreement was executed.

B. Review Authorization

Generally, a midterm review of the Agreement's terms and conditions for a specific station's jurisdiction may only be authorized by the Sheriff.

1. A request for a midterm review must be submitted in writing to the Local Station Commander by at least three Operators on the tow rotation; individual requests will not suffice. The Local Station Commander may also initiate a review if deemed necessary for the public interest, the towing industry, or the SBSB.
2. Requests for midterm reviews must be based on substantial conditions affecting the entire towing industry or the SBSB.
 - a. This midterm review process is not intended to address the concerns of a small number of Operators seeking to adjust rates or other terms due to financial difficulties stemming from specific business decisions or conditions affecting a minority of the industry.
3. Requests for review will not be processed if fewer than sixty (60) days remain in the term of the Agreement.

C. Review Process and Outcomes

A midterm review granted by the Sheriff or their designee does not automatically authorize changes to the Agreement's terms and conditions. Upon authorization, it is the responsibility of the affected Local Station Commander to review the conditions prompting the request and to determine the justification for any changes.

1. After completing the review, the Local Station Commander may either:
 - o Permit Operators to submit proposed changes, or
 - o Notify Operators of any changes to be implemented and direct compliance with those changes. The Local Station Commander must inform the requesting

Operators of their decision within fourteen (14) calendar days following the Sheriff's announcement.

a. Operators must resubmit their proposed changes in writing within seven (7) calendar days from the Local Station Commander's announcement. Failure to do so may result in forfeiting the right to propose adjustments or may lead to disciplinary action or termination of the Agreement.

(1) If the proposed change pertains solely to tow rates, Operators shall submit their rate proposals via a new application, containing only relevant information. This new application will be appended to the original application for the current term.

(2) The Local Station Commander will assess the reasonableness of the proposed rates based on the average of the submitted proposals. A supplementary page with the new rate(s) will be signed and attached to the original documentation.

2. If a requesting Operator is dissatisfied with the Local Station Commander's decision, they may request a hearing by submitting a written request within seven (7) calendar days. A joint hearing will be convened as soon as practicable for all Operators who timely requested a hearing. Each Operator will have the opportunity to present relevant facts and circumstances in support of their position. The hearing will be recorded, and the Operators will be notified in writing of the Local Station Commander's decision within seven (7) calendar days following the hearing.
3. Should a requesting Operator remain dissatisfied with the Local Station Commander's decision, they may appeal by submitting a written request to the regional deputy chief for the affected region within seven (7) calendar days. The appeal will be conducted by the regional deputy chief or their designee as soon as practicable, with the same rights to present newly discovered evidence and arguments. This hearing will also be recorded, and the appealing Operators will receive written notification of the regional deputy chief's decision within ten business days, which shall be final.
4. If the Local Station Commander directs Operators to submit new rates deemed more reasonable than the current rates, the new application process will not commence until the hearing and appeal process is fully exhausted. If a sufficient number of Operators do not request a hearing or appeal within the designated timeframe or fail to appear at the scheduled hearing or appeal, the Local Station Commander's decision shall be final, and the new rate application process will begin.
5. If the Local Station Commander directs Operators to comply with changes to other terms or conditions of the Agreement, the implementation of these new terms shall not occur until the hearing and appeal process is exhausted. As above, if a sufficient number of Operators fail to request a hearing or appeal within the specified timeframe or fail to appear at the scheduled hearing or appeal, the decision of the Local Station Commander shall be final, and the new application process will proceed.

ADVERTISING

A. Advertising Restrictions

Operators are prohibited from displaying any signs or engaging in advertisements that imply an official or unofficial affiliation with the San Bernardino Sheriff's Department (SBSD) or the Department of Motor Vehicles (DMV).

1. Prohibited phrases include, but are not limited to, "Official SBSD Tow," "Approved by SBSD," "SBSD Rotation Tow," and similar designations.
2. This restriction does not prevent the Local Station Commander from establishing a system to identify specific tow trucks that have successfully passed SBSD inspections or that are assigned to tow areas within the local station's jurisdiction.

B. Penalties for Violations

Any violation of this advertising policy may result in suspension. At a minimum, the suspension will last for the duration of the advertisement in question.

CANCELLATION, TERMINATION, AND EXEMPTIONS

A. Cancellation of Agreement

Either party may cancel this Agreement without prejudice by providing thirty (30) days written notice to the other party.

B. Temporary Exemptions

The Local Station Commander may temporarily relieve a qualified Operator from compliance with a specific provision of the TSA for good cause shown. Any request for an exemption must be submitted in writing, clearly stating the valid reasons and justifications for the temporary relief from the Agreement's requirements. No exemption shall be considered granted unless the Operator receives written confirmation from the SBSB.

1. Exemptions shall not exceed a duration of six months from the date of approval. Any noncompliance with a material provision of the TSA following the expiration of a granted exemption will result in the immediate termination of the Agreement.
2. Exemptions will not be granted for any legal or safety requirements.

C. Termination Due to Criminal Activity

If it is determined that the Operator had knowledge of criminal activity occurring on their property, or if the Operator is arrested for a felony, the TSA may be terminated immediately.

D. Termination for Noncompliance

The TSA may be terminated immediately if the Operator refuses to comply with any of its terms.

LEVY EXEMPTION

A. Exemption from Rotation Tow List

This Agreement does not obligate the San Bernardino Sheriff's Department's Court Services Bureau to utilize a rotation tow list when its personnel execute a levy pursuant to a lawful writ issued by a court of law under the California Code of Civil Procedure, including but not limited to sections 488.020 et seq. (levy on personal property), 512.020 et seq. (possession by claim and delivery), 699.510 et seq. (execution), 712.010 et seq. (possession or sale), and 715.010 et seq. (possession of real property), or any other court order directing the Sheriff of San Bernardino County to seize property for sale or other disposition.

In such instances, the levying officer is required to adhere to all applicable laws to fulfill these or any other court directives that mandate the Sheriff of San Bernardino County to take property for sale or other disposition. A levy necessitates signed instructions from the plaintiff, as well as prearranged facilities capable of accommodating the specific needs of the Court Services Bureau while performing its duties. These needs may include, but are not limited to, considerations related to the community where the sale will occur, storage requirements, the ability to release property, plaintiff instructions, and any other stipulations communicated to the Sheriff upon notification.

CONFLICTING CITY ORDINANCE OR WRITTEN POLICY PROVISION EXCEPTION

A. Conflict with City Ordinances

Any provision of the SBSB TSA that directly conflicts with one or more provisions of a city ordinance or written policy regulating tow services within that city's geographical boundaries shall be rendered inapplicable. In such cases, the conflicting city ordinance or written policy shall take precedence; however, all non-conflicting provisions of the SBSB TSA shall remain in full force and effect.

TERM OF AGREEMENT

A. Duration

The term of this Agreement shall be for a period of one year, commencing on July 1 and concluding on June 30 of the following year, unless terminated earlier in accordance with the provisions outlined herein.

OPERATOR APPROVAL

I hereby certify that I have read and understood the Tow Service Agreement (TSA) and agree to comply with all of its provisions. Additionally, I agree to indemnify, defend, and hold harmless the County of San Bernardino and the San Bernardino County Sheriff’s Department, along with their officers, agents, employees, and volunteers, from any and all claims and losses arising from my performance under this Agreement, as well as from any claims or losses incurred by any person, firm, or corporation that may be injured or damaged as a result of my actions in connection with this Agreement.

The Operator, along with their agents and employees, shall perform their duties under this Agreement in an independent capacity, and shall not be considered officers, employees, or agents of the County of San Bernardino or the San Bernardino County Sheriff’s Department. The terms of this TSA will become effective upon execution.

_____ and end _____
 Date Date

Operator Approval:		
Signature	Typed Name	
Company	Title	Date
Business Address		Phone Number

ACKNOWLEDGMENT:

I have received a copy of ATTACHMENTS A, B, C and D.

 Signature

 Company Name

ATTACHMENT A

DEFINITIONS

APPEAL

The final level of review for written reprimands, suspensions, terminations, or review of a Local Station Commander's decision regarding the midterm review process. An informal review conducted by the regional deputy chief for the affected region, or his/her designee, at which an Operator may present evidence or witnesses to show that an action taken by a Local Station Commander was improper, or to mitigate the action taken.

BASE SERVICES

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

EMPLOYEE:

Employee shall include, but not be limited to, the operator's employees, agents, associates, successors, predecessors in interest, independent contractors, and all other persons or entities the operator exercises control over that directly relate to the business of the operator, including, without limitation, proprietors, office employees, drivers, mechanics, anyone with access to towed vehicles or the storage yard, vehicle maintenance personnel and similar types of persons. This definition is intended to be inclusive rather than exclusive.

ENROLLMENT PERIOD

The period of time when a tow company may submit an application for inclusion on a sheriff's station's rotation tow list. The enrollment period will be open from March 1 through March 31 each year.

EXEMPTION

Written grant of temporary relief to an Operator from a specific required term of the Tow Service Agreement unrelated to any legal or safety requirements.

INCIDENT COMMANDER

The uniformed SBSB member present at the incident has scene management responsibilities.

LOAD SALVAGE OPERATIONS

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

LOCAL STATION COMMANDER

The captain or lieutenant in charge of a sheriff's station.

NOTICE

All TSA correspondence shall be in writing and communicated via the email address provided by the Operator on the application.

OPERATOR

The term "Operator" refers to the company, its owner(s), and its manager(s) who have the authority to enter into an Agreement with the SBSB for towing services and to conduct business in accordance with the terms of this Agreement, and its employees, independent contractors, and any agent of the Operator.

PARTY OF INTEREST

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

PORTAL TO PORTAL

Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. (Examples: 1) 4x4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment; 2) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; 3) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) For the purpose of this Agreement, "Portal to Portal" shall also mean "Portal to End of Service".

POSSESSION

Pursuant to section 3068 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit.

PUBLIC SAFETY RESPONSE

A response that results in the storage of a vehicle at the direction of a deputy. This does not include storage at the request of the vehicle Operator, registered owner, or agent.

REGIONAL DEPUTY CHIEF

The deputy chief supervises Local Station Commanders within a particular geographical region.

RESPONSE TIME

The period of time from an Operator's notification of a call by sheriff's dispatch, to the arrival of the tow truck at the location requested.

RETAIL RATE

The usual customary rate charged by an Operator to individual retail customers. This is the competitive rate approved by the TSA and posted in the Operator's office.

SBSD

The San Bernardino County Sheriff's Department.

SHERIFF

The elected Sheriff of San Bernardino County.

SUSPENSION

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

TERMINATION

Permanent removal of a tow Operator from a local sheriff's station's rotation tow list for the remainder of the term of the Tow Service Agreement, and disqualification from participating in any SBSD Rotation Tow Program for the following three tow agreements.

TOW TRUCK

A tow truck as defined in Section 615 of the California Vehicle Code. Also includes slide back carriers and wheel lift vehicles.

TOW DISTRICT

The geographical area in which an Operator may receive SBSD referred calls. The number of Tow Districts, as well as the boundaries, will be determined solely by the Local Station Commander in consideration of the needs of the SBSD.

TOW SERVICE AGREEMENT (TSA)

A document which sets forth the terms and conditions of an Agreement between the Operator and the SBSD.

VEHICLE RECOVERY OPERATION

An operation involving the process of up-righting an overturned vehicle or returning a vehicle to a normal position on the roadway that requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C or D tow truck(s).

WRITTEN REPRIMAND

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

ATTACHMENT B

Applicable California Vehicle Code and Civil Code Provisions

Note: Many California laws, which govern a tow Operator’s business and vehicle operations, are included in this attachment. The list of California statutes included herein is intended as a general guide only and is not meant to be considered all-inclusive. It is the tow Operator’s responsibility to know and comply with all federal and state statutes and all local ordinances relating to his/her business operations, including those that are referred to in this document and those that are not; any new statutes or ordinances that are subsequently adopted; and any amendments, repeals, or modifications of existing statutes and ordinances, including but not limited to those described in this attachment.

1. General

A. The Operator shall be able to properly conduct a lien sale on a stored vehicle as outlined in Division 11, Chapter 10, Article 2, beginning with section 22851 of the California Vehicle Code (CVC).

B. The Operator and/or his/her agents who drive tow trucks shall be properly licensed in accordance with section 12804.9 of the California Vehicle Code.

1) Commercial driver licenses must be endorsed to allow operation of special vehicle configurations and /or special cargoes. The following table shows the correct license class and endorsement for the vehicle or cargo being transported.

<u>Vehicle Type or Cargo</u>	<u>Class License</u>	<u>Endorsement Code</u>
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B or C	H
Tank vehicle with hazardous materials	A, B or C	X

a) Tow truck drivers shall have the proper class of license and endorsement(s) for the vehicle and cargo being transported, as shown above.

- (1) Whenever tank vehicles, double trailers and/or hazardous materials carriers are towed or driven, the driver is required to possess the appropriate class of license and endorsement.
 - (2) Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.
- b) Tow truck drivers may obtain a Class A driver license that is restricted to towing other vehicles.
- (1) The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.
 - (2) Commercial vehicle Operators or Operators of vehicles requiring a special certificate must possess both the appropriate license and certificate, and be in possession of a valid medical card.
- C. The Operator shall comply with the provisions contained in Division 4, Chapter 2 (reports of Stored Vehicles) of the California Vehicle Code.
- D. The Operator shall comply with the provisions of section 10854 of the California Vehicle Code, relating to unlawful use of a vehicle or tampering with a vehicle by a bailee.
- E. The Operator shall comply with the provisions of section 12110 of the California Vehicle Code, relating to prohibited compensation for arranging or requesting towing services.
- F. The Operator shall comply with the provisions of Division 11, Chapter 9, relating to stopping, standing or parking, and Chapter 10, relating to the removal and disposition of vehicles.
- G. Tow trucks shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the California Vehicle Code.
- H. Tow trucks towing disabled legal vehicles or legal combination of vehicles shall comply with all of the vehicle size and weight limitations contained in Division 15 of the California Vehicle Code.
- 1) Tow Operators may obtain transportation permits, which allow specific variances on these vehicle length and weight limitations, through the California Department of Transportation or local authorities with respect to highways under their respective jurisdictions.
 - a) The California Department of Transportation issues permits to requesting Operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:

- (1) Disabled legal vehicles or legal combination of vehicles may be towed on state highways to the nearest appropriate place of repair, or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of this permit to allow these combinations to be towed to their ultimate destination for convenience, unless that destination meets the foregoing criteria.
 - (2) Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When one end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the tow truck and/or the drive axle(s) of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle or axle group exceeds legal weight, movement will be limited to specific routes.
- b) Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit, or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the California Department of Transportation.
 - c) The driver of a tow truck, operating under a transportation permit, shall comply with all the terms and conditions of the permit.
- I. The Operator shall comply with the provisions of sections 3068 through 3074 of the California Civil Code, relating to liens on vehicles, including service liens; towing, storage and labor liens; towing and storage charges; lien satisfaction; tow truck Operator deficiency claims; lien sales; obtaining possession of a vehicle or any part thereof subject to a lien by trick, fraud or device; and improperly causing a vehicle to be towed or removed in order to create a lien.
 - J. The Operator shall comply with sections 182, 470 and 532 of the California Penal Code, relating to conspiracy to commit forgery or fraud, forgery and fraud.
 - K. The Operator shall comply with the provisions of sections 17200 and 17500 of the California Business and Professions Code, relating to fraudulent or unfair business practices and false or misleading statements.
- 1) Specific California Vehicle Code Requirements Relating to Tow Trucks
 - a) Summarized California Vehicle Code Provisions
 - 1) Unlawful Advertising (sec. 25). “(a) It is unlawful for any person to display or cause or permit to be displayed any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of California Highway Patrol unless such person has lawful authority, permission or right to make such display.”
 - 2) Tow Truck (sec. 615). “(a) A tow Truck’ is a motor vehicle which has been altered or designed and equipped for, and primarily used in the business of towing vehicles by

means of a crane, hoist, tow bar, tow line, or dolly or is otherwise exclusively used to render assistance to other vehicles. A 'roll-back carrier' designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. 'Tow truck' does not include an automobile dismantlers' tow vehicle or a reposessor's tow vehicle."

- b) "Repossessor's tow vehicle" means a tow vehicle that is registered to a reposessor licensed or registered pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code that is used exclusively in the course of the repossession business.
- c) "Automobile dismantlers' tow vehicle" means a tow vehicle which is registered by an automobile dismantler licensed pursuant to Chapter 3 (commencing with Section 11500) of Division 5 and which is used exclusively to tow vehicles owned by that automobile dismantler in the course of the automobile dismantling business."

NOTE: A vehicle that is not exclusively used in the business of towing vehicles nor used to render assistance to other vehicles is not a "tow truck" as defined above and need not comply with the requirements of the California Vehicle Code sections cited in this attachment. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on "tow trucks", and is not entitled to special parking privileges under Vehicle Code section 22513.

- 3) Portable Dolly (sec. 4014). "Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration."
- 4) License Plates (sec. 5201). "(a) The rear license plate on a tow truck may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, no less than 12 inches nor more than 90 inches from the ground."
- 5) Tow Service Unlawful Acts (sec. 12110). "(a) Except as provided in subdivision (b), no towing service shall provide and no person or public entity shall accept any direct or indirect commission, gift, or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used in this section, "arranging" does not include the activities of Employees or principals of a provider of towing services in responding to a request for towing services."
 - (b) Subdivision (a) does not preclude a public entity otherwise authorized by law from requiring a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity. However, the fee in those cases may not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program.
 - (c) Any towing service or any Employee of a towing service that accepts or agrees to accept any money or anything of value from a repair shop and any repair shop or

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

- (d) Any person convicted of a violation of subdivision (a) or (c) shall be punished as follows:
- (1) (Upon first conviction, by a fine or not more than five thousand dollars (\$5,000) or imprisonment in the county jail for not more than six months, or by both that fine and imprisonment. If the violation of subdivision (a) or (c) is committed by a tow truck driver, the person's privilege to operate a motor vehicle shall be suspended by the department under Section 13351.85. The clerk of the court shall send a certified abstract of the conviction to the department. If the violation of either subdivision (a) or (c) is committed by a tow truck driver, the court may order the impoundment or the tow truck involved for not more than 15 days.
 - (2) Upon a conviction of a violation of subdivision (a) or (c) that occurred within seven years of one or more separate convictions of violations of subdivision (a) or (c), by a fine or not more than Ten thousand dollars (\$10,000) or imprisonment in the county jail for not more than one year, or by both that fine and imprisonment. If the violation of subdivision (a) or (c) is committed by a tow truck driver, the person's privilege to operate a motor vehicle shall be suspended by the department under Section 13351.85. The clerk of the court shall send a certified abstract of the conviction to the department. If the violation of either subdivision (a) or (c) is committed by a tow truck owner, the court may order the impoundment of the tow truck involved for not less than 15 days but not more than 30 days.
- 6) Stopping or Parking (sec 22513). Section 22513 prohibits a tow truck Operator or owner from stopping at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for services, or furnishing any towing services unless summoned to that accident scene or disabled vehicle, or flagged down by the owner or Operator of the disabled vehicle or by a peace officer. The tow truck driver or owner is also prohibited from removing any vehicle from a highway or public property, without the express written authorization of the vehicle's owner or Operator, or a law enforcement officer or agency, when the vehicle has been left unattended or when there is an injury as a result of an accident.
- 7) Stopping on Freeway (sec. 21718). "No person shall stop, park or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:

- (1) When necessary to avoid injury or damage to persons or property.
 - (2) When required by law or in obedience to a peace officer or official traffic control device.
 - (3) When any person is actually engaged in maintenance or construction on freeway property or any Employee of a public agency is actually engaged in the performance of official duties.
 - (4) When any vehicle which is so disabled that it is impossible to avoid temporarily stopping and another vehicle has been summoned to render assistance to the disabled vehicle or driver of the disabled vehicle. This paragraph applies when the vehicle summoned to render assistance is a vehicle owned by the donor of free emergency assistance that has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the donor for the specific purpose of summoning assistance, other than towing service, from the donor.
 - (5) Where stopping, standing, or parking is specifically permitted. However, buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.
 - (6) Where necessary for any person to report a traffic accident or other situation or incident to a peace officer or any person specified in paragraph (3), either directly or by means of an emergency telephone or similar device.
 - (7) When necessary for the purpose of rapid removal of impediments to traffic by the owner or Operator of a tow truck operating under an agreement with the Department of California Highway Patrol.
 - (8) A conviction of a violation of this section is a conviction involving the safe operation of a motor vehicle upon the highway if a notice to appear for the violation was issued by a peace officer described in Section 830.1 or 830.2 of the Penal Code.
- 8) Towing or Storage Charges: Payment (sec 22651.1). Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A person operating or in charge of any storage facility who refused to accept a valid bank credit card shall be liable to the

registered owner of the vehicle for four times the amount of the towing and storage charges, but not to exceed five hundred dollars (\$500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

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

- 9) Release of a Stored Vehicle (sec 22850.3) “(a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current vehicle registration. The agency, which caused the vehicle to be stored, may, in its discretion, issue a notice to appear for the registration violation, if the two days immediately following the day of impoundment are weekend days or holidays.

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

- 10) Stoplamps, Taillamps, Reflectors (secs. 24600, 24603 and 24607). In addition to required lighting equipment, tow trucks may be equipped with additional stoplamps, taillamps and rear reflectors which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver’s seat in the rearmost position. Such additional taillamps shall be lighted whenever the headlamps are lighted.

- 11) Tow Trucks and Towed Vehicles (sec. 24605). “(a) A tow truck or an automobile dismantler’s tow vehicle used to tow a vehicle shall be equipped with and carry a taillamp, a stoplamp, turn signal lamps, and a portable electric extension cord for use in displaying the lamps on the rear of the towed vehicle.

(b) Whenever a tow truck or an automobile dismantler’s tow vehicle is towing a vehicle and a stoplamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the Operator of the tow truck or the automobile dismantler’s tow vehicle shall, by means of an extension cord, display to the rear a stoplamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a taillamp on the towed vehicle cannot be lighted, the tow truck or the automobile dismantler’s tow vehicle Operator shall, by means of an extension cord, display to the rear a taillamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.

(c) Whenever any motor vehicle is towing another motor vehicle, stoplamps and turn signal lamps are not required on the towed motor vehicle, but only if a stoplamp and turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed vehicle. This subdivision does not apply to driveaway-towaway operations.”

- 12) Utility Floodlights (sec 25110). “(a) Tow trucks that are used to tow disabled vehicles might be equipped with utility flood or loading lamps mounted on the rear, and sides, which project a white light illuminating an area to the side or rear of the vehicle for a distance not to exceed 75 feet at the level of the roadway.

Tow trucks may display such utility floodlights only during the period of preparation for towing at the location from which a disabled vehicle is to be towed. The flood lamps shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver.”

- 13) Warning Lamps on Tow Trucks (sec 25253). “Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. Tractor-trailer combinations are exempt from this requirement. Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when such tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.”

Note: Vehicles used by automobile dismantlers to tow disabled vehicles may be equipped with flashing amber warning lights. Vehicles used by service stations or garages to occasionally render assistance to disabled vehicles are not tow trucks and are not permitted to be equipped with flashing amber warning lamps.

- 14) Use of Flashing Amber Warning Light (sec.25268). “No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists.”

- 15) Warning Devices on Disabled or Parked Vehicles (sec 25300). “(a) Every vehicle which, if operated during darkness, would be subject to the provisions of Section 25100, and every truck tractor, irrespective of width, shall be equipped with a least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination.

All reflectors shall be maintained in good working condition.

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

- (1) One at the traffic side of the disabled vehicle, nor more than 10 feet to the front or rear thereof;

- (2) One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by such vehicle; and
 - (3) One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.
 - (4) If disablement of any such vehicle occurs within 500 feet of a curve, crest of hill, or other obstruction to view, the driver shall so place the reflectors in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicle.
 - (5) If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one such reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one such reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.
- (c) When any such vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: One at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of the roadway and the vehicle, but in no event less than 2 feet to the left of the widest portion of the vehicle or load thereon.
 - (d) Until the reflectors required by this section can be placed properly, the requirements of this section may be complied with temporarily by either placing lighted red fuses in the required locations or by use of turn signal lamps, but only if front turn signal lamps at each side are being flashed simultaneously and rear turn signal lamps at each side are being flashed simultaneously.
 - (e) The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.
 - (f) Subdivisions (b), (c), (d) and (e) do not apply to a vehicle under either of the following circumstances.
 - (1) Parked in a legal position within the corporate limits of any city.

- (2) Parked in a legal position upon a roadway bounded by adjacent curbs.
- (g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway.”
- 16) Use of Fusees (sec 25305). “(a) No person shall place, deposit, or display upon or adjacent to any highway any lighted fusee, except as a warning to approaching vehicular traffic or railroad trains, or both, of an existing hazard upon or adjacent to the highway or highway-railroad crossing.
- (b) It is unlawful to use any fusee which produces other than a red light. The provisions of this subdivision shall not apply to any railroad, as defined in Section 229 of the Utilities Code.”
- 17) Brakes (secs. 26453, 26454 and 26458). “Disabled motor vehicles equipped with power brakes are exempt from the provisions of Vehicle Code section 26458 which require a single control on the towing vehicle to operate the brakes on the towed vehicle. Such combinations must meet the stopping distance requirement of 50 feet from an initial speed of 20 miles per hour. The service brakes on the tow truck shall be adequate to control the movement of and stop and hold the combination of vehicles under all conditions and on any grade on which they are operated. Brakes are required to be maintained in good working order at all times.”
- 18) Broom, Shovel and Extinguisher (sec 27700).
- (a) “Tow trucks should be equipped with and carry all of the following:
- (1) One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.
- (2) One or more shovels, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt upon that portion of the roadway where the oil or grease has been deposited by the disabled vehicle.
- (3) One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make such approval.
- (b) A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code is exempt from this section.”

19) Signs, Tow Truck (sec 27907). “There shall be displayed in a conspicuous place on both the right and left side of a tow truck, a reposessor’s tow vehicle, or an automobile dismantler’s tow vehicle used to tow or carry vehicles a sign showing the name of the company or the owner or Operator of the tow truck or tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver. The letters and numbers of the sign shall be not less than 2 inches in height and shall be in contrast to the color of the background upon which they are placed.

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

20) Safety Connections for Towed Vehicle (sec. 29004).

(a)(1) Except as required under paragraph (2), a towed vehicle shall be coupled to the towing vehicle by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue, or other connection.

(2) A vehicle towed by a tow truck shall be coupled to the tow truck by means of at least two safety chains in addition to the primary restraining system. The safety chains shall be securely affixed to the truck frame, bed, or towing equipment, independent of the towing sling, wheel lift, or under-reach towing equipment.

(3) A vehicle transported as a load on a trailer, using vehicles other than those described in Section 34500, shall be secured by at least four tiedown chains, straps, or an equivalent device, independent of the winch or loading cable.

(b) All safety connections and attachments shall be of sufficient strength to control the towed vehicle in the event of failure of the regular hitch, coupling device, drawbar, tongue, or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.

(c) No more slack may be left in a safety chain, cable, or equivalent device than is necessary to permit proper turning. When a drawbar is used as the towing connection, the safety chain, cable, or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar fails.

(d) Subdivision (a) does not apply to a semitrailer having a connecting device composed of a fifth wheel and kingpin assembly, and does not apply to a towed motor vehicle when steered by a person who holds a license for the type of vehicle being towed.

(e) For purposes of this section, a “tow truck” includes both of the following:

(1) A reposessor's tow vehicle, as defined in subdivision (b) of Section 615.

(2) An automobile dismantler's tow vehicle, as defined in subdivision (c) of Section 615.

(f) A vehicle towed by a reposessor's tow vehicle, as defined in subdivision (b) of Section 615, is exempt from the multisafety chain requirement of paragraph (2) of subdivision (a) so long as the vehicle is not towed more than one mile on a public highway and is secured by one safety chain.

ATTACHMENT C

GENERAL EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

A. Tow Truck and Car Carrier Classifications

Tow truck and car carrier classifications are based on the truck chassis GVWR and the classifications system used by the American Trucking Association (ATA) and truck manufacturers.

ATA and Manufacturers Classifications	Rotation Classifications
a. Class 3 – 10,000 – 14,000 pounds GVWR	(Class A Tow Trucks)
b. Class 4 - 14,001 – 16,000 pounds GVWR	(Class A Tow Trucks)
c. Class 5 – 16,001 – 19,500 pounds GVWR	(Class A Tow Trucks)
d. Class 6 – 19,501 – 26,000 pounds GVWR	(Class B Tow Trucks)
e. Class 7 – 26,001 – 33,000 pounds GVWR	(Class B Tow Trucks)
f. Class 8 – 33,001 or more GVWR	(Class C & D Tow Trucks)

B. Equipment Limitations

- 1) All towing equipment, recovery equipment and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

C. Towing Limitations

- 1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).
- 2) The truck must meet all applicable state and/or federal standards.
- 3) The front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

- 4) Any violation of this element is cause for suspension.

D. Identification Labels

- 1) Each piece of towing equipment shall have a label or identification permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

E. Recovery Equipment Rating

- 1) 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).
 - (a) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
 - (b) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAEJ706.
 - (c) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

F. Safety Chains

- 1) Safety chains shall be rated at no less than the rating specified by the OEM.
 - (a) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or underlift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.
 - (b) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.
 - (c) All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

G. Control/Safety Labels

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

H. Signs

- 1) All tow trucks shall display signs on both sides that contain the Operator's company name, business address and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 VC.

I. Wire Rope (Cable)

- 1) Wire rope shall be maintained in good condition. Only wire rope with swayed ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use by the CHP. Consistent with the California Code of Regulations, Title 13, Section 1305(b), wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are 12 or more wires broken in lay length, or where there is other visible evidence of loss of strength.

TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

A. Class A Tow Truck

1) Minimum Equipment Specifications

- (a) 14,000 pound GVWR chassis.
- (b) 4-ton recovery equipment rating.
- (c) Hydraulic or mechanical winch(es).
- (d) 100 ft. 3/8" 6 x 19 cable or original equipment manufacturer's (OEM) specifications.
- (e) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.
- (f) Safety chains, 5/16" alloy or OEM specifications.

- (g) Tow sling rating, 3,000 pounds, when equipped.
- (h) Wheel lifts safety straps or equivalent mechanical device.
- (i) All required wheel safety straps, or equivalent wheel retention device, tie-downs straps, and safety chains shall be used during towing operations.
- (j) Tow dolly.
- (k) One 3-ton snatch block.
 - 1) Wheel lift rating – retracted3,000 pounds
 - 2) 85" extension*3,000 pounds

*Measured from the centerline of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar.

B. Class A Car Carrier – One Car

1) Minimum Equipment Specifications

- (a) 14,000 pound GVWR chassis.
- (b) Hydraulic or mechanical winch.
- (c) 50 ft. 3/8" 6x19 cable or OEM specifications.
- (d) J/T hoof: loading bridle/chains.
- (e) Safety Chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.
 - (1) All required tie-down straps and safety chains shall be used as required during towing operations.

C. Class A Car Carrier – Two Cars

1) Minimum Equipment Specifications

- (a) 16,001 pound GVWR chassis.
- (b) Hydraulic or mechanical winch.
- (c) 50 ft. 3/8" x 19 cable or OEM specifications.
- (d) J/T hooks loading bridle/chains.
- (e) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

(1) All required tie-down straps and safety chains shall be used during towing operations.

D. Class B Tow Truck

1) Minimum Equipment Specifications

- (a) 26,001 pound GVWR chassis.
- (b) Air brakes or hydraulic w/air hookup package.
- (c) 14-top recovery equipment rating.
- (d) Hydraulic or mechanical winch(es).
- (e) 150 ft. 7/16" 6x19 cable or OEM specifications.
- (f) Tow chains, 1/2" alloy or OEM specifications.
- (g) Safety chains, 1/2" alloy or OEM specifications.
- (h) Tow sling rating 7,000 pounds.
- (i) Two 8-ton snatch blocks.

(j) Wheel lifts safety straps or equivalent mechanical device.

(1) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

(k) Wheel lift or under lift rating retracted10,000 pounds
85" extension*8,000 pounds

*Measured from the centerline of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar or from the center line of the rear axle to the center of the lift forks.

E. Class B Car Carrier

1) Minimum Equipment Specifications

(a) 26,001 pound GVWR chassis.

(b) Hydraulic or mechanical winch.

(c) 50 ft. 3/8" 6x19 cable or OEM specifications.

(d) J/T hooks loading bridle/chains.

(e) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.

(1) All required tie-down straps and safety chains shall be used during towing operations.

F. Class C Tow Truck

1) Minimum Equipment Specifications

(a) 48,000 pound GVWR chassis.

(b) Air brakes w/air hookup package and single control compressor.

- (c) 25-ton recovery equipment rating.
- (d) Hydraulic or mechanical winch(es).
- (e) 200 ft. 5/8" 6x19 cable or OEM specifications.
- (f) Tow chains, 5/8" alloy or OEM specifications.
- (g) Safety chains, 5/8" alloy or OEM specifications.
- (h) Tow sling rating 12,000 pounds.
- (i) Two 12-ton snatch blocks.
- (j) Under lift rating – retracted25,000 pounds
100" extension* 12,000 pounds.

*Measured from the centerline of the rear axle to the center of the lift works.

G. Class D Tow Truck

1) Minimum Equipment Specifications

- (a) 52,000 pound GVWR chassis.
- (b) Air brakes w/air hookup package.
- (c) 30-ton recovery equipment rating.
- (d) Hydraulic or mechanical winch(es).
- (e) 250 ft. 3/4" 6x19 cable or OEM specifications.

- (f) Tow chains, 5/8" alloy or OEM specifications.
- (g) Safety chains, 5/8" alloy or OEM specifications.

(h) Tow sling rating 20,000 pounds.

(i) Two 12-ton snatch blocks.

(j) Under lift rating – retracted32,000 pounds
100" extension*16,000 pounds

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

AUXILIAR EQUIPMENT

A. Required Equipment All Classes

- 1) Extension – Brake and tail lamps.
- 2) Fire extinguisher (Approved 4-B, C rating or better).
- 3) Flashlight.
- 4) Broom.
- 5) Shovel.
- 6) Wrecking bar (large pry bar).
- 7) Reflective triangles.
- 8) Equivalent of six 3-minute flares.
- 9) Covered trash can(s) with absorbent.
- 10) Shop rags and/or paper towels.

11) Shop to truck communications.

B. Service and Other Equipment

For service calls, each tow truck shall be equipped with the follow service equipment.

- 1) Adequate emergency supply of fuel in an approved container.
- 2) Booster battery or hotbox starting system.
- 3) Hydraulic jack capable of handling passenger ears and light trucks.
- 4) Metric and standard lug wrenches.
- 5) Rubber mallet/hub cap tool.
- 6) Lockout tools.
- 7) Motorcycle straps (Class A only).
- 8) Sledge hammer.
- 9) Tool kit may include:
 - (a) Assorted open-end wrenches; standard, 1/4" – 7/8" and Metric, 6-19 mm.
 - (b) Assorted screwdrivers; Straight blade and Phillips.
 - (c) Crescent wrench.
 - (d) Ball peen hammer.
 - (e) Pliers.
 - (f) Battery and terminal cleaning tools.

- (g) Mechanic's wire
- (h) Plastic electrical tape/duct tape.
- (i) Tire valve core tool.
- (j) Miscellaneous fuses.
- (k) Small pry bar.
- (l) Socket Sets: ¼" – 1" and 6-19 mm.
- (m) Ratchet and extensions.

C. Class A

1) Required Equipment

- (a) One 3-ton rated snatch block.
- (b) Towing sling – J/T hook tow chain assembly, a 4" x 4" x 48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly and safety chains.
- (c) Wheel lift – Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly and safety chains.
- (d) Car carrier – J/T hook loading bridle, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks and two pairs of safety chains.

D. Class B

1) Required Equipment

- (a) Towing sling – J/T hook tow chain assembly, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly and safety chains.

- (b) Wheel lift – Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
- (c) Truck hitch – Tow chain assembly, 4"x4"x48" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
- (d) Under lift – Assortment of lift forks/adaptors, safety tie-down chains, and safety chains.
- (e) Two 8-ton rated snatch blocks.
- (f) Axle covers/caps.
- (g) Air hoses and necessary fittings to provide air to the towed vehicle.

E. Class C and D

1) Required Equipment

- (a) Towing sling – Tow chain assembly , a 4"x4"x60" and a 6"x6"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.
- (b) Truck hitch – Tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
- (c) Under reach – Assortment of lift forks/adaptors, safety tie-down chain(s), and safety chains.
- (d) Steering wheel clamp.
- (e) Two 12-ton rated snatch blocks.
- (f) Axle covers/caps.
- (g) Air hoses and necessary fittings to provide air to the towed vehicle.

ATTACHMENT D

Applicant's Instructions for Completing the SBSB Tow Service Agreement Application Form

GENERAL INFORMATION

- A. The following instructions are being provided to assist you in the accurate completion of the necessary forms. Please be sure to sign and date the application form as indicated. You should thoroughly read and understand the Tow Service Agreement prior to submitting your application. After completing the application form, return the entire package, along with the certificate of insurance as specified in Element 9 of the Tow Service Agreement, to the Local Station Commander for consideration and possible approval. Incomplete applications will not be accepted. If your company receives preliminary approval, an inspection of your facilities and equipment will be scheduled.

- B. Upon final approval, Element 25, Operator Approval and an Attachment E (Tow District description) will be added to the Tow Service Agreement. Upon receipt of these documents, you should sign and date Element 25 and return the original to the local sheriff's station.

SPECIFIC INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF REQUIRED ITEMS

- A. Application for Rotation Tow Listing
 - 1) Completely fill out and sign the application form. *Incomplete applications will not be accepted.* All information on the application form must be complete. Any misrepresentation on the application will be grounds for criminal and/or disciplinary action, as well as automatic disqualification for participation in the SBSB Rotation Tow Program.
 - 2) Submit proof of required insurance in the form of a certificate of insurance from a California-admitted or approved company.
 - 3) Submit a list of all tow truck inventory by make, model, class (as defined in section 3.C. of the Tow Service Agreement) and vehicle identification number.
 - 4) Submit a proposed rate schedule as identified in the Tow Service Agreement.

- 5) Submit a fully dimensioned site plan of the tow company's business and storage lot, drawn to an engineer scale not to exceed 1" = 50' or less than 1" = 20', with a north arrow oriented to the top of the Plan, containing the following minimum components:
 - (a) Name, address and telephone number of the applicant tow company.
 - (b) All property lines and lot dimensions.
 - (c) Dimensions of all access points to the site (pedestrian and vehicular), off street parking areas, loading areas, and parking spaces for customers and employees.
 - (d) Location of all building structures and the distances between buildings and property lines.
 - (e) Location of all driveways, landscape planters, and other areas of landscaping.
 - (f) Location of all building security lights and parking lot lights.
 - (g) Location, type, and height and length dimensions of all perimeter fencing.
 - (h) Location of all interior fencing and other security features on the site. [The submitted Site Plan will be retained by the SBSD as confidential non-public record information for an indefinite period of time, to the fullest extent permitted under applicable California and federal law.]

B. Rotation Tow List – Tow Truck Inspection Guide

- 1) Upon preliminary approval, the Local Station Commander will provide an applicant with a Tow Truck Inspection Guide for each tow truck.
- 2) The top section of the Tow Truck Inspection Guide should then be completed with company and vehicle information prior to the scheduled inspection date.