

CITY OF LA HABRA TOW SERVICE AGREEMENT

This **TOW SERVICE AGREEMENT** contains the rules and regulations that a company agrees to comply with in order to receive a tow listing with the La Habra Police Department (**LHPD**). For clarification purposes, the words in all **CAPITAL LETTERS** are defined in Attachment B. Attachment C contains a listing of **TOW TRUCK** equipment specification and requirements applicable to the **TOW OPERATORS**.

This agreement is between the **City of La Habra** ("**CITY**"), a Municipal Corporation, and **Grahams Tow Incorporated** or ("**OPERATOR**"). This **AGREEMENT**, and the terms, conditions, and specifications contained herein, supersedes all previous agreements.

ARTICLE I TERM

- 1.1 The term of this **AGREEMENT** shall begin on _____, 2021 and continue through June 30, 2026, or until it is cancelled pursuant to the provisions of ARTICLE XXII of this **AGREEMENT**.

ARTICLE II SCOPE OF SERVICES

- 2.1 Upon request of **LHPD**, **OPERATOR** shall respond a properly equipped **TOW TRUCK** to provide a full range of tow services for vehicles, within a prescribed time period, 24 hours a day, and seven days a week. **OPERATOR** will also provide a secure place to store vehicles that have been towed, stored, or impounded at the direction of **LHPD**.

ARTICLE III ROTATION LIST

- 3.1 This is a non-exclusive **AGREEMENT**. **OPERATOR** acknowledges that **CITY** may enter into agreements similar to this **AGREEMENT** with other operators.
- 3.2 The **CHIEF OF POLICE** shall have the authority to determine the number of tow services needed to provide towing services. In making that determination the **CHIEF OF POLICE** shall consider the needs of the community, the **CITY OF LA HABRA** and the **LHPD**.
- 3.3 Should the **CHIEF OF POLICE** determine that the presence of more than one tow **OPERATOR** best serves the needs of this community, a **TOW ROTATION LIST** shall be developed and implemented. The **TOW ROTATION LIST** shall identify all eligible **OPERATORS** and provide for the equitable distribution of police related tow work among the **OPERATORS**.
- 3.3.1 Any **TOW ROTATION LIST** implemented at the direction of the **CHIEF OF POLICE** shall be in writing, will define the tow rotation process, and shall become an "Attachment" to this **AGREEMENT**.

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ARTICLE IV RESPONSE TIMES

- 4.1 The **CHIEF OF POLICE** shall determine **MAXIMUM RESPONSE TIME**, which shall be published as included as part of this **AGREEMENT**.
- 4.2 The **OPERATOR** shall respond a properly equipped and sized **TOW TRUCK** to all **LHPD** calls for service 24 hours a day, seven days a week, within the maximum **RESPONSE TIME** as established by the **LHPD** and as specified in **ATTACHEMENT A** of this **AGREEMENT**.
- 4.1.1 The **OPERATOR** will advise the **LHPD** dispatcher, at the time of notification, if they are either unable to respond or unable to meet the maximum **RESPONSE TIME**.
- 4.1.2 If after accepting the call, the **OPERATOR** is unable to respond or will be delayed in responding, the **OPERATOR** shall immediately notify **LHPD** of the situation.
- 4.3 A failure to respond and/or repeated failures to meet the maximum **RESPONSE TIME** requirements shall constitute failure to comply with the terms and conditions of this **AGREEMENT**.
- 4.4 **LHPD** will attempt to notify the **OPERATOR** whenever they fail to meet the maximum **RESPONSE TIME** requirements of this agreement.
- 4.5 Failure to respond and/or fails to meet the maximum **RESPONSE TIME** requirements of this **AGREEMENT** a total of three times, within any 30-day period, will be cause for **CORRECTIVE ACTION**.

ARTICLE V TOW TRUCK REQUIREMENTS

- 5.1 The **CHIEF OF POLICE** shall establish the minimum requirements for the number of Class A (Light Duty) and Class C (Heavy-Duty) **TOW TRUCKS** per **OPERATOR** that must be available for response in accordance with the provisions of this **AGREEMENT**.
- 5.2 An **OPERATOR** shall equip and maintain each **TOW TRUCK** covered under this **AGREEMENT** in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, and the specifications contained within Attachment C of this **AGREEMENT**.
- 5.2.1 Notwithstanding Section 615 CVC, the **OPERATOR** shall maintain within his/her fleet, **TOW TRUCKS** that shall have recovery capabilities, wheel lift capabilities, trailer towing capabilities, flat bed capabilities and a boom meeting the specifications contained in this **AGREEMENT**.
- 5.2.2 For the purpose of this **AGREEMENT**, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary **TOW TRUCK**.
- 5.3 An **OPERATOR** and/or his/her **TOW TRUCK** driver(s) shall comply with all laws and requirements regarding GVWR and Axle Weight Ratings (AWR) standards at all times, and shall not exceed the GVWR or AWR standards for the **TOW TRUCK**.
- 5.4 There will be two classes of **TOW TRUCKS** covered under this **AGREEMENT**, Class A for Light Duty and Class C for Heavy Duty.
- 5.5 Class A - Light Duty.

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- 5.5.1 An **OPERATOR** shall maintain a minimum of three Class A **TOW TRUCKS** with a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 14,000 pounds. Of the three required TOW TRUCKS, a minimum of one shall be a car carrier. Class A equipment specifications can be found in Attachment C of this **AGREEMENT**. Any **TOW TRUCK** that meets all other criteria of this **AGREEMENT** but is not capable of providing continuous air to the towed vehicle shall be rated as a Class A **TOW TRUCK**.
- 5.5.2 A car carrier is exempt from the wheel lift capability and recovery requirements.
- 5.5.3 A 4 X 4 **TOW TRUCK** which is rated at 11,000 pounds, GVWR may qualify as one of the three required primary **TOW TRUCKS**.
- 5.6 Class C - Heavy Duty
- 5.6.1 The **OPERATOR** shall also maintain a minimum of one **TOW TRUCK** with a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 19,500 pounds. These trucks shall be equipped with wheel lift or under reach capability. Class C equipment specifications can be found in Attachment C of this **AGREEMENT**.
- 5.6.2 The **OPERATOR** shall maintain a minimum of one three-axle **TOW TRUCK** with a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 33,000 pounds or, maintain a working relationship with a previously **QUALIFIED SECONDARY OPERATOR** that can provide such a Class C **TOW TRUCK** within a forty-five-minute response time. These Class C **TOW TRUCKS** shall be equipped with wheel lift or under reach capability, air brakes, and must be capable of providing air to the towed vehicle.
- 5.6.3 Any **QUALIFIED SECONDARY OPERATOR** shall be considered to be a subcontractor of the **OPERATOR** and shall be included as insured under its policies or **OPERATOR** shall furnish to CITY separate certificates and endorsements for each subcontractor.
- 5.7 The **OPERATOR** shall enroll all Class C **TOW TRUCKS** in the CHP's Biennial Inspection of Terminals (BIT) Program, and shall comply with all BIT requirements. Any ratings less than satisfactory will be cause for **SUSPENSION** from this **AGREEMENT**.
- 5.8 To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when recommended. A listing of service and auxiliary equipment for each classification can be found in Attachment C of this **AGREEMENT**.

ARTICLE IV TOW DRIVERS

- 6.1 The **OPERATOR** shall ensure that **TOW TRUCK** drivers responding to calls initiated by the **LHPD** are qualified and competent employees of his/her company or of the **QUALIFIED SECONDARY OPERATOR**. The **OPERATOR** shall ensure that the **TOW TRUCK** drivers are proficient in the use of the **TOW TRUCK** and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of various types of vehicles serviced through operations with **LHPD**. **TOW TRUCK** drivers shall be at least 18 years old and possess the following minimum Class driver's license.
- 6.1.1 Class A **TOW TRUCK** - A valid Class C (3) license, or a valid Class A (1) license with a valid medical certificate.

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- 6.1.2 Class C **TOW TRUCK** - A valid Class A (1) license with a valid medical certificate.
- 6.1.3 The Class A (1) license must be endorsed to allow operation of special vehicle configurations and/or special cargoes.
- 6.2 The **OPERATOR** shall maintain a current list of drivers. The listing for each driver shall include his/her:
 - Full name
 - Date of Birth
 - California Driver's License number and classification
 - Current home address
 - Current home phone number
- 6.3 The **OPERATOR** shall provide a copy of such list upon request of the **LHPD**.

ARTICLE VII STORAGE FACILITY

- 7.1 The **CHIEF OF POLICE** shall establish the minimum requirements for Storage Facilities where vehicles that have been towed in accordance with the provisions of this **AGREEMENT** will be properly stored. Minimum requirements include, but are not limited to, maintaining federal, state, and local licensing.
- 7.2 The **OPERATOR** shall be responsible for the security of vehicles and property at the place of storage.
- 7.3 At a minimum, the **OPERATOR** shall maintain twenty-five (25) outside spaces for towed vehicles within a properly fenced or enclosed secure area. The **OPERATOR** is responsible for the reasonable care, custody and control of any property contained in towed or stored vehicles.
- 7.4 At a minimum, the **OPERATOR** shall maintain four (4) inside storage spaces. A request for inside storage by **LHPD** shall be honored. If no request is made, the vehicle should be stored in the least costly manner to the customer's benefit unless documentable circumstances dictate otherwise.
- 7.5 The **OPERATOR's** place of business shall have a sign that clearly identifies it to the public as a towing service facility. The signage shall have letters that are clearly visible to the public at the street address. The sign shall be visible at night.
- 7.6 For the purposes of this **AGREEMENT**, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday; and 8 a.m. to 12 p.m. on Saturdays, except for New Year's Day, Thanksgiving Day and Christmas Day.
- 7.7 Business hours shall be posted in plain view to the public.
- 7.8 The **OPERATOR's** employees shall be properly trained to conduct business transactions related to towing, storage and releases of vehicles and property.
- 7.9 Only **LHPD** can authorize the release of property or belongings from a vehicle that has been impounded for evidence or investigation. Authorization may be granted via the telephone however the name of the **LHPD** employee authorizing the release of the property shall be noted on the property receipt.
- 7.10 No vehicles that have been stored or impounded by **LHPD** shall be released without a properly signed vehicle release form issued by **LHPD**.
- 7.11 When prudent, the **OPERATOR** may remove property for safekeeping from a stored or impounded vehicle.

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- 7.11.1 When removing property for safekeeping, the **OPERATOR** shall complete and provide a receipt that describes the property removed from the vehicle, with one copy of the receipt placed inside the stored vehicle and another copy maintained at the storage facility. Each receipt will show that the property was removed for safekeeping, and was returned to the owner or agent when the vehicle was released.
- 7.11.2 No property may be removed in cases where a vehicle has been impounded for evidence or further investigation unless approved by **LHPD**.
- 7.12 The **OPERATOR** shall release personal property from a stored or impounded vehicle only on presentation of a **LHPD** Stored/Impounded Property Release Authorization. Only property listed on the authorization form shall be released. A copy of the receipt shall be maintained at the storage facility.
- 7.13 Personal property is considered to be items which are not affixed to the vehicle, such as papers, transportable cellular phones, pull out radios, portable radios, and/or other portable stereo equipment, clothes, luggage, tools cargo, etc.

ARTICLE VIII WAIVER OF REQUIREMENTS

- 8.1 The **CHIEF OF POLICE** may grant a **WAIVER OF REQUIREMENTS** for any of the requirements, contained within ARTICLE IV, V, VII OR VII of this **AGREEMENT**, to an **OPERATOR**. The purpose of such a waiver should be to accommodate a temporary situation such as the acquisition of assets or equipment necessary to comply with this **AGREEMENT**.
- 8.2 The terms and conditions of any such **WAIVER OF REQUIREMENTS** shall be in writing and will clearly define the purpose, intent, term and conditions of the waiver.
- 8.3 A **WAIVER OF REQUIREMENTS** shall not be granted for requirements based upon law, safety considerations, insurance requirements, **RATES** or City Business License.

ARTICLE IX RATES & STANDARDS

- 9.1 The **OPERATOR** agrees to levy fees at the **RATE** established by the **LA HABRA CITY COUNCIL**, in accordance with the provisions of this **AGREEMENT**, for any and all vehicle towing and storage initiated by **LHPD** through this **AGREEMENT**.
- 9.2 The **LA HABRA CITY COUNCIL** shall be responsible for establishing a **RATE SCHEDULE** to establish reasonable vehicle towing rates for each **TOW TRUCK** classification, **STORAGE RATES** for inside and outside storage, and a **SPECIAL SERVICES RATE** for vehicle recovery and load salvage operations. The **RATE SCHEDULE** shall govern the rates that the **OPERATOR** may charge for services rendered at the request of **LHPD** during the term of this **AGREEMENT**. **RATES** charged for response calls originating from **LHPD** shall be reasonable and not in excess of those rates charges for similar services provided in response to a request initiated by any other public agency or private person.

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- 9.3 The **CHIEF OF POLICE** or his designee shall be responsible for providing input and recommendations to the **LA HABRA CITY COUNCIL** for their consideration in establishing reasonable **RATE SCHEDULE**.
- 9.4 Once the **RATE SCHEDULE** has been established and adopted, the following rate adjustments to the Hourly Class A Police Towing Rate and to the Hourly Portal to Portal Rate will occur. Commencing on July 1, 2022, the Hourly Class A Police Towing Rate & the Hourly Portal to Portal Rate will be adjusted to \$185.00. Commencing on July 1, 2023, the Hourly Police Towing Rate & the Hourly Portal to Portal Rate will be adjusted to \$190.00. Commencing on July 1, 2024, the Hourly Class A Police Towing Rate & the Hourly Portal to Portal Rate will be adjusted to \$195.00. Commencing on July 1, 2025, the Hourly Police Towing Rate & the Hourly Portal to Portal Rate will be adjusted to \$200.00.
- 9.5 In addition to section 9.4, once the **RATE SCHEDULE** has been established and adopted, the **CHIEF OF POLICE** shall be authorized by the **LA HABRA CITY COUNCIL**, to make periodic adjustments to the **RATE SCHEDULE**, provided that a periodic rate adjustment increment does not exceed five percent (5%) of the established rate schedule, per year. These periodic adjustments should be intended to assure that throughout the term of this agreement, the **RATE SCHEDULE** reflects a rate structure that is fair and comparable to the rates for similar services provided by adjacent tow and storage services agencies.
- 9.6 Whenever, in the opinion of the **CHIEF OF POLICE**, a rate increase exceeding five percent (5%) is necessary, a report reflecting such a request shall be prepared and provided to the **LA HABRA CITY COUNCIL** for their consideration and action.
- 9.7 The rates established for Class A **TOW TRUCKS** will be based on a menu system established for an hourly rate for the level of service required by the nature of the tow situation. The three rate designations for all calls initiated at the request of **LHPD**, for the towing of or assistance to a standard vehicle shall be:
- 9.7.1 **POLICE TOWING RATE** shall be established for the first hour of basic towing services, for a standard vehicle, which are the result of collisions, impounds or other stored vehicles pursuant to an **LHPD** request.
- 9.7.2 **STANDARD TOWING RATE** shall be established for the first hour of basic towing services, for a standard vehicle, for which the vehicle's owner/agent is able to pay the **OPERATOR** for the service, upon completion of the call, and no storage is required/necessary. This rate shall be less than the **POLICE TOWING RATE**.
- 9.7.3 **STANDARD SERVICE RATE** shall be established for the first hour of time expended while providing roadside services to disabled motorist. This rate shall be less than the **STANDARD TOWING RATE**.
- 9.7.4 The applicable tow rate for the services of a Class A **TOW TRUCK** shall commence when the vehicle to be towed becomes attached to the **TOW TRUCK**, and conclude when the vehicle is disconnected from the **TOW TRUCK**. The service rate shall commence when the responding **TOW TRUCK** driver commences to provide the requested service.
- 9.8 Any additional service shall be charged in one half-hour increments at one half of the hourly rate established for the defined level of service.
- 9.9 Any additional charge for the delivery of fuels shall be established at purchase cost plus a maximum of 10% for the amount of fuel delivered.
- 9.10 The **OPERATOR** or his/her employee(s) responding to an **LHPD** call shall perform the services required, for which he/she was called. This requirement may be waived by the **OFFICER IN CHARGE** at the scene if the request for equipment is inadequate for the services to be performed.

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- 9.10.1 Any refusal to perform the required services by the **OPERATOR** or his/her employees will cause the **OPERATOR** to be subject to **CORRECTIVE ACTION**.
- 9.11 Any additional personnel to the initial **TOW TRUCK** driver responding to the call shall be at the approval of the **LHPD OFFICER IN CHARGE**. This shall not preclude the **OPERATOR** from responding additional personnel or equipment to an incident however there shall be no additional charges for any additional personnel or equipment without the approval of the **OFFICER IN CHARGE** at the scene.
- 9.12 Whenever there is a dispute as to the applicable service level, the **OFFICER IN CHARGE** at the scene shall determine the appropriate fee level to be applied to the tow situation.
- 9.13 The rates established for Class C **TOW TRUCKS** will be based on an hourly rate. The Class C **TOW RATE** shall be computed from portal-to-portal or portal-to end of service with a guaranteed one-hour minimum. The time expended in excess of one hour shall be charged in one-minute increments at no more than the hourly rate. There shall be no additional charges for related services (i.e. mileage, winching, air hook-ups, etc.).
- 9.14 Upon authorization of the **OFFICER IN CHARGE** at the scene, additional labor may be charged in accordance with the service fee established for the corresponding type of service required. Labor costs for additional personnel shall be assessed at the **STANDARD SERVICE RATE** per hour. The time expended in excess of one hour shall be charged in one-minute increments at no more than the hourly rate.
- 9.15 Upon a request from the customer, the **OPERATOR** may negotiate secondary towing. However, the customer shall be properly informed if there is any difference in the tow rate for secondary towing and provided a verbal estimate of costs.
- 9.16 Storage rates for both inside and outside storage of vehicles will be established for each tow class.
- 9.17 Upon request, **OPERATORS** shall provide after hour releases. After hour release rates may only be charged for vehicles released between 5:00 p. m. and 8:00 a. m. on normal business days or for vehicles released when the business is not otherwise opened.
- 9.17.1 The after-hours release fee shall be no more than one-half the **STANDARD SERVICE RATE**. The after-hours release contact phone number shall be posted in plain view to the public.
- 9.17.2 Vehicles stored 24 hours or less shall be charged for no more than one-day storage. Each day's storage thereafter shall be calculated by calendar day. (3068.1.a Civil Code).
- 9.18 Hourly rates shall be established for the following categories:
- 9.18.1 Auxiliary Equipment, i.e., airbags, converter gear/dolly, additional trailers, etc.
- 9.18.2 Contract Equipment, i.e., airbags, converter gear/dolly, additional trailers, forklifts, front-end loaders, etc.

ARTICLE X
INSPECTIONS

- 10.1 The **OPERATOR** shall not utilize a **TOW TRUCK** on a **LHPD** call, which has not been inspected and approved for use by **LHPD** or the **CALIFORNIA HIGHWAY PATROL (CHP)**.
- 10.2 **LHPD** shall provide for not less than one annual inspection of all **TOW TRUCKS**, business and storage facilities, at no charge to the **OPERATOR**. **LHPD** may

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conduct additional inspections without notice during normal business hours.

- 10.3 If the **OPERATOR** receives an annual inspection of all **TOW TRUCKS**, business and storage facilities by the **CHP**, and provides the **LHPD** with a copy of the results of the **CHP's** annual inspection report, **LHPD** may accept the results of the **CHP** inspection and forego the **LHPD** inspection.
- 10.4 If a **TOW TRUCK** fails to pass any inspection the **TOW TRUCK** will be granted one follow-up inspection. A **TOW TRUCK** that fails the follow-up inspection will not be approved for service to **LHPD** until it can meet the standards required by the terms of this **AGREEMENT**.
- 10.5 Upon request of an **OPERATOR**, **LHPD** should inspect a new **TOW TRUCK** or conduct a follow-up inspection as soon as possible. The inspection shall be conducted no later than 15 days from the date of request.

ARTICLE XI BUSINESS RECORDS

- 11.1 The **LHPD** may inspect the **OPERATOR'S** business records without notice during normal business hours. The **OPERATOR** shall permit the **LHPD** to make copies of business records at their place of business or to remove the business records for the purpose of reproduction.
- 11.2 **LHPD** shall provide a receipt for any records removed from the **OPERATOR'S** place of business.
- 11.3 The **OPERATOR** shall maintain records, at his/her place of business, of tow services furnished including a description of vehicles, nature of service provided, date, time and location of calls, date and time of release, and total itemized costs for towing and storage.
- 11.4 The **OPERATOR** shall also maintain personnel records to assure compliance with ARTICLE VII, paragraph 6.2 of this **AGREEMENT**.
- 11.5 The **OPERATOR** shall also maintain business records relating to insurance, vehicle inspections, applicable PUC operating authorities, DMV vehicle registration records for **TOW TRUCKS**, lien sale actions, vehicle sales or salvage sales, and FCC licensing.
- 11.6 Business Records shall be maintained and available for the current calendar year and the previous two calendar years.
- 11.7 Failure of the **OPERATOR** to comply with the inspection requirements shall constitute a violation of this **AGREEMENT** and may result in **CORRECTIVE ACTION**.

ARTICLE XII INSURANCE/DAMAGE TO, OR LOSS OF, PROPERTY OR VEHICLE

- 12.1 The **OPERATOR** shall maintain, at its sole cost and expense, and keep in force throughout the term of the **AGREEMENT** the following minimum levels of insurance with a California admitted insurance provider with current AM Best's rating of no less than B+.
 - 12.1.1 Commercial Business Automobile Liability - Bodily injury and property damage with a combined single limit of not less than one million (1,000,000.00) shall be maintained. The minimum standards as to include scheduled, non-owned, and hired auto coverage.
 - 12.1.2 Uninsured Motorist - Legal minimum, combined single limit.

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- 12.1.3 On-hook Coverage - Insuring the vehicle in tow with limits based upon the size of the TOW TRUCK.
Class A TOW TRUCK \$50,000
Class C TOW TRUCK \$100,000
- 12.1.4 Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
- 12.1.5 Garage Keepers Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the **OPERATOR** in the storage yard.
- 12.1.6 Workers' Compensation Insurance - Legal minimum requirement.
- 12.2 **OPERATOR** shall furnish **CITY** with original certificates and amendatory endorsements effecting coverage required by **CITY**. Proof of insurance shall be in the form of a certificate of insurance submitted to the **CITY OF LA HABRA**, Attn: Risk Management, PO Box 337, La Habra, CA 90633-0337. All certificates and endorsements are to be received and approved by **CITY** before work commences.
- 12.2.1 Policy expiration or cancellation will immediately nullify the execution of this **AGREEMENT**.
- 12.2.2 The **OPERATOR'S** insurance policy should provide for a 30-day advance notice to the **CITY**, in the event that the insurance policy will expire or will be canceled. The **OPERATOR** shall also notify the **CITY** in the event that the insurance policy has expired or is canceled.
- 12.3 Upon the request of a customer, the **OPERATOR** shall provide in writing the name, address, phone number and policy number of their insurance provider.
- 12.4 The **OPERATOR** and/or his insurance company, bear the ultimate responsibility to settle any claim for any damage to a vehicle or property, or the loss of a vehicle or any property contained in a vehicle, while the vehicle and/or property are in the **OPERATOR'S** care, custody or control, rests with the **OPERATOR**. The **OPERATOR** or his insurance agent shall reimburse the vehicle or property owner for any loss or damage so ordered by a valid court order.

ARTICLE XIII
DEMEANOR AND CONDUCT

- 13.1 While engaged in providing services or related business initiated at the request of **LHPD**, the **OPERATOR** and/or his employee(s) shall refrain from any act if misconduct, to include, but not be limited to, any of the following:
- 13.1.1 Rude or discourteous behavior to the public.
- 13.1.2 Lack of service or refusal to provide service to the public.
- 13.1.3 Any act of sexual harassment or sexual impropriety to the public
- 13.1.4 Unsafe driving practices.
- 13.1.5 A criminal offense that occurs during the performance of services allowed under the terms of this **AGREEMENT**.
- 13.1.6 Exhibiting any objective signs of alcohol and/or drug intoxication. Appearing at the scene of a **LHPD** initiated call for service with the order of an alcoholic beverage emitting from his/her breath or person shall be presumptive of intoxication.
- 13.1.7 A **TOW TRUCK** driver may choose to refute that presumption by voluntarily submitting to a Preliminary Alcohol Screening Test.

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- 13.2 All complaints received by the **LHPD** against the **OPERATOR** or his/her employee(s) will be accepted and investigated in a fair and impartial manner. The **OPERATOR** will be informed of the results of any investigation and provided a copy of all investigative reports that are placed in the **OPERATOR'S** Tow File.
- 13.3 Any sustained complaint of misconduct may be grounds for **CORRECTIVE ACTION** in accordance with ARTICLE XVIII of this **AGREEMENT**.

ARTICLE XIV ADVERTISING

- 14.1 The **OPERATOR** shall not display any sign or engage in any advertisement indicating an official connection with the **LHPD** or the **CITY**. (Such as "Official LHPD Tow" or "Approved by the LHPD").

ARTICLE XV COMPLIANCE WITH THE LAW

- 15.1 The **OPERATOR** and his/her **TOW TRUCK** drivers shall at all times comply with Federal, State and local laws and ordinances.
- 15.2 In the event of minor traffic violations by a **TOW TRUCK DRIVER** during the conduct of services granted under the authority of this **AGREEMENT**, the **OPERATOR** shall be advised of the violation by **LHPD**. The **OPERATOR** is expected to take appropriate corrective action to assure compliance with the law. Repeated violations by the same driver may be cause for corrective action against the **OPERATOR**.
- 15.3 In the event that a **TOW TRUCK DRIVER** or the **OPERATOR**, is arrested for driving under the influence of alcohol and/or drugs, while providing services granted under the authority of this **AGREEMENT**, the **OPERATOR** shall suspend the offending driver from participation as a **TOW TRUCK** driver under the provisions of this **AGREEMENT**.
- 15.4 Any conviction of the **OPERATOR** involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving while under the influence of alcohol and/or drugs while involved in a **LHPD** service call, or crime of moral turpitude, shall cause the denial of an application or termination of this **AGREEMENT**.
- 15.5 Any conviction of an employee of the **OPERATOR** involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving while under the influence of alcohol and/or drugs while involved in a **LHPD** service call, or moral turpitude shall cause the employee to become ineligible from providing tow services authorized by this **AGREEMENT**.
- 15.6 An **OPERATOR**, or employee, arrested for a violation involving any of the above listed crimes or offenses shall be suspended from all **LHPD** towing services authorized by this **AGREEMENT** until the case is adjudicated.

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ARTICLE XVI COLLUSION

- 16.1 The **OPERATOR** shall not conspire, or attempt to conspire, or commit any other act of **COLLUSION**, with any other **OPERATOR(s)** for the purpose of secretly, or otherwise establishing an unfair understanding regarding rates or conditions of the **AGREEMENT** that would bring about any unfair conditions which could be prejudicial to the **LHPD**, the public or other **OPERATOR(s)**.
- 16.2 An example of **COLLUSION** would include but is not limited to: Conspiracy by any **OPERATOR(s)** to establish artificially high or low rate(s) for services performed pursuant to the **AGREEMENT**.
- 16.3 A finding of **COLLUSION** perpetrated by any **OPERATOR(S)** shall be cause for **CORRECTIVE ACTION**.

ARTICLE XVII COMPLIANCE WITH THIS AGREEMENT

- 17.1 The **OPERATOR** agrees to comply with the terms and conditions of this **AGREEMENT**. Furthermore, the **OPERATOR** agrees that failure by **OPERATOR** or his/her employees, and/or agents to comply with these terms and conditions shall be cause for **CORRECTIVE ACTION**.

ARTICLE XVIII INVESTIGATIONS, CORRECTIVE ACTION

- 18.1 Alleged violations of this **AGREEMENT** will be investigated by the **LHPD**. Whenever possible, the **OPERATOR** will be informed, in writing, of the findings of an investigation within 30 days.
- 18.2 The **LHPD** shall take **CORRECTIVE ACTION** against an **OPERATOR(S)** for violations of this **AGREEMENT** which are determined to be "**SUSTAINED**".
- 18.3 **CORRECTIVE ACTION** may be in the form of a warning, written reprimand, suspension, or termination of the **AGREEMENT**.
- 18.3.1 **TERMINATION** shall be invoked if, in the judgement of the **CHIEF OF POLICE**, continuation of this **AGREEMENT** may result in a hazard to public safety and/or welfare, the **OPERATOR** cannot provide insurance and indemnification as required by **CITY**, or the **OPERATOR** has been convicted of a crime listed in Article 9, Section paragraph 9.4 of this agreement.
- 18.3.2 **SUSPENSION** shall be invoked when, in the judgement of the **CHIEF OF POLICE**, a serious violation(s) or repeated minor violation(s) of the terms of this agreement have been **SUSTAINED**. The **CHIEF OF POLICE** shall determine the duration of a **SUSPENSION**.
- 18.3.3 In lieu of a suspension, the **OPERATOR** may request, in writing to the **CHIEF OF POLICE**, for permission to make an **OFFER IN COMPROMISE**, consisting of a sum of money to be paid to the **CITY**, in lieu of serving the proposed suspension from service.
- 18.3.4 Upon receipt of such request, the **CHIEF OF POLICE** may stay the proposed suspension and grant the request provided that the following conditions are met:

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- 18.3.5 The public welfare and morals would not be impaired by permitting the **OPERATOR** during the proposed suspension period and the payment of the sum of money will achieve the desired corrective purpose.
- 18.3.6 The **OPERATOR'S** books and records are maintained in such a manner that the amount of loss that the **OPERATOR** would have suffered during the proposed suspension period can be determined with reasonable accuracy therefrom.
- 18.3.7 The **OFFER IN COMPROMISE** shall be the equivalent of fifty percent (50%) of the estimated gross revenue that would have been derived from police related towing and storage during the proposed suspension period.
- 18.3.8 Upon receipt of the payment offered in compromise, the **CHIEF OF POLICE** shall permanently stay the imposition of the proposed **SUSPENSION**.
- 18.3.9 **WRITTEN REPRIMAND** shall be invoked when, in the judgement of the **CHIEF OF POLICE** or his designee, a minor violation of the **AGREEMENT** has occurred which requires documentation.
- 18.4 **WARNING** shall be invoked when, in the judgement of the **CHIEF OF POLICE** or his designee, a minor violation of this **AGREEMENT** has occurred which does not require documentation.
- 18.5 Nothing herein, shall prohibit the **CHIEF OF POLICE** or his designee from immediately **SUSPENDING** any **OPERATOR** whose conduct, or that of his/her employee(s), who has engaged in conduct constituting a danger to the motoring public or who has engaged in conduct constituting a gross violation of this **AGREEMENT**.
- 18.6 Records of violations and any corrective action shall be retained by **LHPD** for a minimum of 36 months.

ARTICLE XIX HEARING/APPEAL

- 19.1 In the event that **LHPD** or serves the **OPERATOR** with a **WRITTEN REPRIMAND, SUSPENSION, or TERMINATION**, the **OPERATOR** may request a **HEARING** within seven calendar days, by submitting a written request to **LHPD**. If a hearing is requested, it shall be held as soon as possible. The purpose of the **HEARING** shall be to review all of the facts of the case and to determine if the facts support the allegations and/or the level of corrective action. The **CHIEF OF POLICE** or his/her designee shall conduct the **HEARING**, and the **OPERATOR** shall be entitled to present all relevant facts and circumstances in support of his/her position. The **OPERATOR** shall be entitled to present testimony of at least one representative of a tow truck association or other qualified person. The **OPERATOR** shall be notified in writing of the decision of the **CHIEF OF POLICE** within seven calendar days of the date of the hearing.
- 19.2 Following a **HEARING**, if the **OPERATOR** is dissatisfied with the decision of the **CHIEF OF POLICE**, the **OPERATOR** may request an appeal by submitting a request in writing to the **CITY OF LA HABRA** within seven calendar days. If an appeal is requested, it shall be held as soon as possible. The **CITY MANAGER** or his/her designee shall conduct the **APPEAL**. The **OPERATOR** shall have the same rights as those provided at the **LHPD** level. The **OPERATOR** shall be notified in writing of the decision of the **CITY MANAGER'S** decision within seven

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- calendar days of the date of the **APPEAL**. The **CITY MANAGER'S** decision shall be subject to no further Administrative Appeal and is binding.
- 19.3 A **SUSPENSION** or **TERMINATION** shall not take effect until the **HEARING** and **APPEAL** process has been exhausted, with the exception of an **OPERATOR** whose conduct is deemed to be a danger to the motoring public or whose conduct grossly violates the terms and conditions of the **AGREEMENT**.
- 19.4 If an **OPERATOR** fails to request a **HEARING** or appeal, the action taken by the LHPD shall be final and the proposed **CORRECTIVE ACTION** shall take effect upon written notification, to the **OPERATOR**, by the **LHPD**.
- 19.5 The procedures provided under this section for **HEARING/APPEAL** do not constitute a right to a public hearing or any other right(s) not specifically set forth in this **AGREEMENT**. Said procedures are informal in nature and are not subject to California rules of procedure or evidence.

ARTICLE XX INDEMNIFICATION

- 20.1 The **OPERATOR** shall be responsible for any damage to persons or property arising in connection with the performance of services rendered pursuant to connection with the performance of services rendered pursuant to this **AGREEMENT**. The **OPERATOR** agrees to indemnify the **CITY**, its officers, officials, employees, agents, and volunteers, against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons and property penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the willful or negligent acts, errors or omissions of the **OPERATOR**, its agents, employees, sub-contractors, or invitees, in the performance of their services under this **AGREEMENT**, as well as for all acts and omissions which do not arise directly out of the performance of the services provided under this **AGREEMENT**, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and in connection therewith.
- 20.2 The **OPERATOR** understands and acknowledges that in entering into this **AGREEMENT** it becomes an independent contractor and not an employee of **CITY**, and further understands and acknowledges that **CITY** does not maintain any workers compensation, accident or any other type of insurance coverage for independent contractors. **CITY** shall not be liable for any payment or compensation in any form to the **OPERATOR** other than as provided herein.

ARTICLE XXI SERVICE PROVISIONS

- 21.1 In accordance with the provisions of 12110(8) CVC, the **OPERATOR** agrees that in lieu of an established Franchise Fee, **OPERATOR** will provide tow services as defined within this **AGREEMENT** without charge to the **CITY**.
- 21.2 **OPERATOR** will tow any **CITY** owned, leased or rented vehicle that can be towed by a Class A TOW TRUCK, to and/or from any location within a 25-mile radius of the La Habra Police Department.

**CITY OF LA HABRA
TOW SERVICE AGREEMENT**

CITY OF LA HABRA:

APPROVED AS TO FORM:

Jim Sadro, CITY MANAGER

CITY ATTORNEY

ATTEST:

CITY CLERK

COUNTER SIGNED:

Danny Hanson, GRAHAMS TOW INC.

CITY OF LA HABRA TOW SERVICE AGREEMENT

ATTACHMENT A

APPROVED SERVICE RATES AND RESPONSE TIMES

The following Service Rates have been established by the City Council of the City of La Habra and may be modified by the Chief of Police in accordance with the provisions contained within ARTICLE IX of the Towing Agreement(s).

	Class A Tow Truck	Class C Tow Truck
Police Towing Rate (per hour)	\$180.00	\$225.00
Standard Towing Rate (per hour)	\$70.00	\$112.50
Standard Service Rate (per hour)	\$70.00	\$112.50

The rate for services in excess of 1 hour will be in ½ hour increments at ½ the prescribed hourly rate.

Hourly Rate (Portal to Portal)	\$180.00	\$225.00
Outside Storage Rate (per day)	\$50.00	
Inside Storage Rate (per day)	\$50.00	

After Hours Release \$90.00 at PD REQUEST ONLY

Auxiliary Equipment AT CONTRACT COST

Contract Equipment AT CONTRACT COST

Response Time:

Maximum Response Time (Day)	20 MIN	45 MIN
Maximum Response Time (Night)	20 MIN	45 MIN

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ATTACHMENT B

DEFINITIONS

APPEAL

The final level of review for **WRITTEN REPRIMANDS, SUSPENSIONS, or TERMINATION** as described in ARTICLE XVIII of the **AGREEMENT**. An informal review conducted by the **CITY MANAGER**, or his/her designee, at which an **OPERATOR** may present evidence or witnesses to show that an action taken by the **LHPD** was improper, or to mitigate the action taken.

CHP

The Department of the California Highway Patrol.

CHIEF OF POLICE

Department head of the La Habra Police Department.

CITY

The City of La Habra.

CITY BOUNDARY

Geographic area of responsibility for which an **OPERATOR** is normally responsible for providing service at the request of the **LHPD**.

CITY COUNCIL

The chief elected body of municipal officers.

CITY LIMITS

Incorporated municipal **CITY** limits of the City of La Habra for which the **OPERATOR** is normally responsible for providing towing services at the request of **LHPD**.

CITY MANAGER

Chief Administrative Officer of the **CITY**.

HEARING

The first level of review for **WRITTEN REPRIMANDS, SUSPENSIONS, TERMINATION** of the **LHPD'S** decision regarding the mid-term review process. An informal process in which an **OPERATOR** may present evidence or witnesses, which would show that an action was improper, or to mitigate the action taken. The **CHIEF OF POLICE**, or his/her designee will conduct the review.

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LA HABRA

An incorporated municipality.

LHPD

The La Habra Police Department.

LOAD SALVAGE OPERATION

Any operation involving the recovery of a load which has been spilled, or the off-leading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving **CLASS C TOW TRUCKS**.

OFFER IN COMPROMISE

A written request by the **OPERATOR** to the **CHIEF OF POLICE**, for permission to make a payment consisting of a sum of money to be paid to the **CITY**, in lieu of serving a proposed suspension from service. (ARTICLE 18).

OFFICER IN CHARGE

The representative from law enforcement, normally the **LHPD**, having primary investigative responsibility at the scene of an incident.

OPERATOR

A tow service, which has been issued a Letter of Authorization, has signed the **TOW SERVICE AGREEMENT**, and is approved to receive **LHPD** referred calls. The term "**OPERATOR**" refers to the company, its owner(s), its manager(s) who have authority to enter into an **AGREEMENT** with the **LHPD** for towing services and to conduct business in accordance with the terms of this **AGREEMENT**, and its employees.

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.

POLICE TOWING RATE

The maximum rate which may be charged to the registered owner/agent of a vehicle when that vehicle is towed as the result of an accident, or towed, and stored upon request of the **LHPD**.

PORTAL TO END OF SERVICE

Service shall start at the time of departure from the place of business and shall end at the estimated time of return to the place of business, including a reasonable and

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verifiable amount of time required to place the **TOW TRUCK** back into service, or the completion of the call, if another call is pending, whichever is shorter.

PORTAL TO PORTAL

Service shall start at the time of departure from the place of business and shall end at the time of return to the place of business, including a reasonable and verifiable amount of time required placing the **TOW TRUCK** back into service.

POSSESSION

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

REPRESENTATIVE

A person or group of persons appointed by the **OPERATORS** to represent their interest to the **LHPD**.

RESPONSE TIME

The period of time from an **OPERATOR'S** notification by the **LHPD** Communication Center of a call to the arrival of the **TOW TRUCK** at the location requested.

ROTATION TOW

The system established to facilitate the distribution of calls for **TOW TRUCKS** to provide towing and emergency road services and to meet the needs of the **LHPD**.

QUALIFIED SECONDARY OPERATOR

A properly licensed tow company working as a subcontractor of the **OPERATOR** to provide specialized tow services such as **CLASS C TOW TRUCKS** and salvage operations. A **QUALIFIED SECONDARY OPERATOR** must provide **CITY** with proof of insurance as specified in ARTICLE XX of the **AGREEMENT** before rendering any services authorized by this agreement.

STANDARD SERVICE RATE

The maximum rate which may be charged to the registered owner/agent of a vehicle which required service to put the vehicle back into operation, (i.e., out of gas, change a flat tire, lock out, etc.) And the vehicle's owner/agent is able to pay the **OPERATOR** for the services upon completion of the call. This rate shall be less than the **STANDARD TOWING RATE** and shall be consistent with rates charged for similar services.

STANDARD TOWING RATE

The maximum rate which may be charged to the registered owner/agent of a vehicle which has become disabled, is subsequently towed and the vehicle's owner/agent is able to pay the **OPERATOR** for the towing services upon completion of the call.

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Generally, no storage will result from this type of tow service. This rate shall be less than the **EMERGENCY RESPONSE FEE** and shall be consistent with industry rates for similar services.

SUSPENSION

Removal of an **OPERATOR** from the **LHPD'S ROTATION TOW** list for a specified period of time. **SUSPENSIONS** may be for periods longer than the current term of the **AGREEMENT**.

TERMINATIONS

Permanent removal of a **TOW OPERATOR** from the **LHPD'S ROTATION TOW** list for the remainder of their term of the **TOW SERVICE AGREEMENT** and disqualification from any further participation in the **LHPD'S ROTATION TOW PROGRAM**.

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 AREA

The geographical area in which an **OPERATOR** may receive **LHPD** referred calls.

TOW SERVICE AGREEMENT (TSA)

A document which sets forth the terms and conditions of an **AGREEMENT** between the **OPERATOR** and the **LHPD** representing the **CITY**. For the purpose of this document, the **AGREEMENT** also means the "**TSA**."

VEHICLE RECOVERY OPERATION

An operation involving the process of up righting an overturned vehicle which would require the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class C **TOW TRUCK(S)**.

WAIVER OF REQUIREMENTS

Provides for relief from selected terms and conditions of the **TOW SERVICE AGREEMENT** as specified in Article VII.

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.

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ATTACHMENT C

TOWTRUCK GENERAL SPECIFICATIONS

A. **TOW TRUCK** and Car Carrier Classifications

1. **TOW TRUCK** and car carrier classifications are based upon the truck chassis manufacturer's Gross Vehicle Weight Rating (GVWR), and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

ATA and Mfrs. Classifications Classifications

LHPD Rotation

- | | |
|--|--------------------|
| 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 7-33,001 or more GVWR | Class C 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 criteria to determine the safe towing limits for a truck are:
 - a. The total weight of the truck, including the lifted load must fall within the Manufacturer's Gross Vehicle Weight Rating (GWYR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR RAWR).
 - b. The truck must meet all applicable State and /or Federal standards.
 - c. For proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

D. Identification Labels

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

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

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capacity than the performance rating(s).

- b. Winches shall conform to or exceed the specification set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.
- 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.

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 containing the **OPERATOR'S** company name, one 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 swaged ends with metal sleeves in the loops shall be approved for use by the **LHPD**. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are 2 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** - Equipment Specifications

- 1. Minimum 14,000 pounds GVWR Chassis
- 2. 4-ton boom and recovery equipment rating
- 3. Hydraulic or mechanical winch(es)
- 4. 100 ft. 3/8" 6 x 19 cable or Original Equipment Manufacturer's (OEM) Specifications
- 5. Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly
- 6. Minimum two safety chains, 5/16" alloy or OEM specifications
- 7. Tow sling rating 3,000 lbs. (When applicable).
- 8. Wheel lift safety straps or equivalent mechanical device. Note: All required wheel safety straps, or equivalent wheel retention device, tie down straps and two safety chains shall be used during towing operations.
- 9. Tow dolly
- 10. One 3-ton snatch block
- 11. Wheel lift rating retracted.....3,000 pounds 95" extension.....3,000pounds

B. Class A Car Carrier - One Car - Equipment Specifications

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1. Minimum 14,000 pounds GVWR Chassis
2. Hydraulic or mechanical winch
3. 50 ft. 3/8" 6 x 19 cable or OEM specifications
4. J/T hook loading bridle/chains
5. Safety chains, 5/16" alloy or OEM specifications, two pairs of safety chains for the vehicle being transported. Note: All required tie down straps and four safety chains shall be used as required during vehicle transportation.

C. Class A Car Carrier - Two Cars - Equipment Specifications

1. Minimum 16,001 pounds GVWR chassis
2. Hydraulic or mechanical winch
3. 50 ft. 3/8" 6 x 19 cable or OEM specifications
4. J/T hook loading bridle/chains
5. Safety chains 5/16" alloy or OEM specifications; two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed. Note: All required tie down straps and four safety chains shall be used as required during vehicle transportation.

D. Class C 19,500 GVWR **TOW TRUCK** - Equipment Specifications

1. Minimum 26,001 pounds, 2-axle GVWR chassis
2. Air brakes or hydraulic w/air hookup package and single control compressor.
3. 14-ton boom and recovery equipment rating
4. Hydraulic or mechanical winch(es)
5. 150 ft. 7/16" 6 x 19 cable or OEM specifications
6. Tow chains, 112" alloy or OEM specifications
7. Two safety chains, 112" alloy or OEM specifications
8. Tow sling rating 7,000 pounds when applicable
9. Two 8-ton snatch blocks
10. Wheel lift safety straps or equivalent mechanical device. Note: All required wheel safety straps, or equivalent wheel retention device, tie down straps and two safety chains shall be used during towing operations
11. Wheel lift or under lift rating - retracted....10,000 pounds 85" extension.....8,000pounds

E. Class C 33,000 GVWR **TOW TRUCK** - Equipment Specifications

1. Minimum 33,000 pounds, 3-axle GVWR chassis
2. Air brakes w/air hookup package and single control compressor
3. 25-ton recovery equipment rating
4. Hydraulic or mechanical winch(e's)
5. 200 ft. 5/8" 6 x 19 cable or OEM specifications
6. Tow chains, 5/8th" alloy or OEM specifications
7. Two safety chains, 5/8th" alloy or OEM specifications
8. Tow sling rating 12,000 pounds when applicable.
9. Two 12-ton snatch blocks
10. Under lift rating – retracted25,000 pounds 100" extension
..... 12,000 pounds
Note: All required tie down devices and two safety chains shall be used during towing operations.

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AUXILIARY EQUIPMENT

- A. Class A - For each type of classification of towing equipment (sling, wheel lift, or carrier) certain types of equipment are:

1. Required Equipment

- a. Towing sling - a J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x b" x 60" 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. Car Carrier - J/T hook loading bridle, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.
- d. Extension - Brake and tail lamps
- e. Fire Extinguisher
- f. Broom
- g. Shovel
- h. Reflective triangles
- i. Flares
- j. Trash can(s) with absorbent
- k. One 3-ton snatch block
- l. Shop to truck radio

2. Service and other Equipment - (For service calls, each TOW TRUCK shall be equipped with the following service equipment).

- a. Adequate emergency supply of fuel in an approved container
- b. Booster battery or hot box starting system
- c. Hydraulic jack capable of handling passenger cars and light trucks
- d. Metric and standard lug wrenches
- e. Rubber mallet/hub tool
- f. Lockout tools
- g. Motorcycle straps
- h. First Aid Kit
- i. Bolt cutters
- j. Crowbar
- k. Tool kit: The following is a list of optional tools which may be included in the tool kit:

- (1) Assorted open-end wrenches; standard, 1/4" -7/8" and Metric, 6-19mm.
- (2) Assorted screwdrivers; Straight blade and Phillips
- (3) Crescent wrench
- (4) Ball peen hammer
- (5) Pliers
- (6) Battery and terminal cleaning tools
- (7) Point file
- (8) Allen wrench for Delco distributors

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- (9) Mechanic's wire
- (10) Plastic electrical tape/duct tape
- (11) Tire valve core tool
- (12) Miscellaneous Fuses
- (13) Small pry bar
- (14) Shop rags
- (15) Flashlight
- (16) Socket sets; 1/4" - 1" and 6 - 19mm
- (17) Ratchet and extensions

- B. CLASSES C - For each type or classification of Class C towing equipment certain types of equipment are:

1. Required Equipment

- a. Towing sling - a tow chain assembly, a 4" x 4" x 60" and a 6" x 6" x 60" wooden crossbeam a pair of spacer blocks, a steering wheel clamp, and safety chains.
- b. Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s) and safety chains
- c. Under reach - assortment of lift forks/adapters, safety tie down chain(s) and safety chains
- d. Extension brake and tail lamps
- e. Fire extinguisher(s)
- f. Broom
- g. Shovel
- h. Reflective triangles
- i. Flares
- j. Trash can(s) with absorbent
- k. Steering wheel clamp
- l. Two 12-ton rated snatch blocks
- m. Axle covers/caps
- n. Air hoses and necessary fittings to provide sit to the towed vehicle
- o. Shop to truck radio.

2. Service and Other Equipment - For service calls, each TOW TRUCK shall be equipped with the following service equipment requirement:

- a. Refer to Class A, Service and Other Equipment (III, A, 2, a-k above) for general service equipment requirements.