

BEAUMONT POLICE DEPARTMENT

**RULES AND SPECIFICATIONS
FOR
ROTATIONAL NON-CONSENSUAL TOWING
SERVICES AND
VEHICLE STORAGE FACILITIES
REGULAR AND HEAVY'S (GVWR 23,500 or more)
(APPROVED: December 7, 2020)**

**RULES AND SPECIFICATIONS FOR ROTATIONAL NON-CONSENSUAL
TOWING SERVICES AND VEHICLE STORAGE FACILITIES
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1.0 Purpose of Rules and Specifications.

The purpose of these Rules and Specifications is to provide additional written guidance to City and Police Department staff, Authorized Towing Contractors, Tow Drivers and the public of the procedures and minimum standards that govern Non-Consensual Towing Services provided to the City of Beaumont. They are intended to ensure that the best possible Towing Companies are selected to provide Non-Consensual Towing Services to the City. Further, they are intended to assure that the Police Department and the public are provided with prompt, safe and comprehensive towing services consistent with Chapter 5.51 of the Beaumont Municipal Code, as well as applicable state and federal laws.

2.0 Conflicts and Interpretation.

These Rules and Specifications are designed to be implemented in conjunction with Chapter 5.51 of the Beaumont Municipal Code, which governs the provision of Non-Consensual Towing Services to the City's Police Department. In any case where these Rules and Specifications conflict with Chapter 5.51, or applicable state and federal laws, the provisions of Chapter 5.51, or state or federal law, shall control. Moreover, the Police Department shall endeavor to interpret these Rules and Specifications so that they are consistent and compatible with Chapter 5.51 or any applicable state or federal laws.

3.0 Definitions.

“Abandoned Vehicle” A vehicle is an “abandoned vehicle” if it is left on a highway, public property, or private property in such inoperable or neglected condition that it may be reasonably concluded that the owner intends to relinquish all further rights or interests in it. An abandoned vehicle includes a public nuisance vehicle.

“Authorized Towing Contractor” shall mean a Towing Company that provides Non-Consensual Towing Services to the City pursuant to a Towing Service Agreement.

“Business License” shall mean a license issued by the City's Finance Department to an Authorized Towing Contractor upon payment of a business license tax pursuant to Chapter 5.51.020 of the Beaumont Municipal Code.

“Chief of Police” or **“Police Chief”** shall mean the Chief of Police of the City of Beaumont or his or her designee.

“City” shall mean the City of Beaumont, its elected officials, officers, department heads and employees.

“City Manager” shall mean the City Manager of the City of Beaumont or his or her designee.

“Non-Consensual Towing Services” shall mean Towing Services lawfully ordered or requested by an employee of the Police Department or other City department who is duly authorized by law to remove, impound or store vehicles.

“Police Department” shall mean the Beaumont Police Department.

“Response Time” shall mean the period of time occurring between notification by the Beaumont Police Department Communication Center dispatch operator of a call for Non-Consensual Towing Service until the arrival of the Tow Vehicle at the location requested.

“Required Number of Authorized Towing Contractors” shall mean the number of Authorized Towing Contracts needed to provide Non-Consensual Towing Services to the City, as determined by the Police of Chief pursuant to Section 5.51.050 of the Beaumont Municipal Code.

“Rules and Specifications” shall mean these Rules and Specifications for Towing Services and Vehicle Storage Facilities, as promulgated by the Police Chief in accordance with Chapter 5.51.040 of the Beaumont Municipal Code.

“Suspend” or **“Suspension”** shall mean the removal of an Authorized Towing Contractor from the Towing Rotation List for a specified period of time.

“Tow Driver” shall mean the driver of a Tow Vehicle used for providing Non-Consensual Towing Services to the City.

“Tow Vehicle” shall mean a motor vehicle owned by an Authorized Towing Contractor which has been altered or designed or equipped for and exclusively used in the business of towing vehicles by means of a crane, tow bar, tow line, dolly or a roll-back carrier or is otherwise used to render emergency assistance to disabled and other vehicles.

“Towing Company” shall mean a company that provides roadside assistance, as well as the removal, towing, storing or related services for a vehicle. The term “Towing Company” includes the owner(s) and/or managing employee(s) of said company.

“Towing Rotation List” shall mean the City’s list of Authorized Towing Contractors that may be called upon by the Police Department to provide Non-Consensual Towing Service, as needed, on a rotational, call-by-call basis as further described in Section 12.

“Towing Service” shall mean roadside assistance, as well as the removal, towing, storing, or related services for a vehicle. Towing service shall include the removal, transport, and disposal all debris and fluids, including oil and gasoline, in compliance with all applicable federal, state and local regulations concerning hazardous materials.

“Towing Service Agreement” shall mean an agreement which sets forth the terms and conditions for the provision of Non-Consensual Towing Services to the City that each Authorized Towing Contractor is required to execute pursuant to Chapter 5.51.080 of the Beaumont Municipal Code.

“Vehicle Owner” shall mean the registered or legal owner of a vehicle, or his/her agent. An agent is a party who may lawfully act on behalf of the Vehicle Owner.

“**Vehicle Storage Facility**” shall mean a garage, parking lot, storage lot, or any type of facility where vehicles are stored.

4.0 Selection Procedures for Number of Authorized Towing Contractors.

The Chief of Police shall follow all requirements of Section 5.51.050 of the Beaumont Municipal Code to determine the Required Number of Authorized Towing Contractors.

5.0 Selection of Authorized Towing Contractors.

The Chief of Police shall abide by the following procedures for selecting Authorized Towing Contractors:

5.1 Request for Proposals. After the Required Number of Authorized Towing Contractors has been established in accordance with Section 5.51.050 of the Beaumont Municipal Code and Section 4.0 of these Rules and Specifications, the Chief of Police shall prepare and publish a Notice of Request for Proposals for Non-Consensual Towing Services (“Notice”). The Notice shall state that the City seeks proposals from qualified Towing Companies to provide Non-Consensual Towing Services. The Notice shall also indicate where applicants can obtain proposal packets containing information concerning the qualifications that the City seeks, along with instructions regarding the submittal of responses and the due date. The proposal packet shall include the Towing Service Agreement that Authorized Towing Contractors will be required to execute and shall inform applicants that by submitting a response, each Towing Company shall be deemed to have agreed to execute the Towing Service Agreement in the form attached to the request for proposals without additions, amendments or modifications.

5.2 Publication of Notice. The Notice shall be published in each of the following methods:

5.2.1 Posted at least ten (10) days prior to the date upon which responses are due on City bulletin boards that are available for review by the public; and

5.2.2 Any other means deemed appropriate by the Police Chief.

5.3 Submission of Proposals. Towing Companies shall be required to submit a response no later than the due date and time set forth in the Notice, along with the Non-Consensual Towing Services Processing Fee established by resolution of the City Council. Responses received after the due date and time, incomplete responses and responses containing false or misleading information shall not be considered.

5.4 Point System Selection. Selection of Authorized Towing Contractors shall be based on an ability to meet the requirements of the Beaumont Municipal Code, these Rules and Specifications and any additional criteria deemed appropriate by the Police Chief and included in the proposal packet provided to applicants. Responses shall be evaluated in accordance with a point system, whereby points are awarded for meeting certain minimum standards and additional points are awarded for exceeding minimum standards. A sample of the point system criteria and evaluation is attached as Exhibit “A” to these Rules and Specifications. The point system criteria shall also include a point system to select Authorized Towing Contractors in case of ties.

5.5 Ranked Eligibility List. The Police Chief shall review each of the responses received, award the applicable points in accordance with the point system criteria and establish a written eligibility list of Towing Companies ranked in order according to the number of points awarded to the Towing Company, highest number of points to lowest number of points.

5.6 Notification to Towing Companies. Once the eligibility list is established, the Police Chief shall inform only that number of Towing Companies on the eligibility list with the greatest number of points that corresponds to the Required Number of Authorized Towing Contractors of their placement on the eligibility list and the requirement that they submit to a Police Department background and fingerprint check. The owner of the Towing Company, all Tow Drivers employed by the Towing Company and any other employees of the Towing Company that may be involved in performing under a Towing Service Agreement shall be required to submit to a Police Department background and fingerprint check. The Towing Company shall pay the fees established by resolution of the City Council to cover the cost for the Police Department background and fingerprint check.

5.7 Background and Fingerprint Check. The Towing Companies on the eligibility list established pursuant to Section 5.5 of these Rules and Specifications whose owner(s), managing employee(s), Tow Drivers and other employees pass the Police Department background and fingerprint check and execute the Towing Service Agreement within thirty (30) days shall be selected as Authorized Towing Contractors. Any Towing Company whose owner(s), managing employee(s), Tow Drivers and other employees who may perform under the Towing Service Agreement do not pass, or refuse to submit to, the Police Department background and fingerprint check or that fails to execute the Towing Service Agreement within thirty (30) days shall be eliminated from consideration and the Police Chief shall select the next Towing Company from the eligibility list based upon the number of points awarded. That Towing Company shall submit to a Police Department background and fingerprint check. If the owner(s), managing employee(s), Tow Drivers and other employees of that Towing Company who may perform under the Towing Service Agreement pass the Police Department background and fingerprint check and if that Towing Company executes the Towing Service Agreement within thirty (30) days, that Towing Company shall be selected as an Authorized Towing Contractor. This procedure shall be followed until such time that the number of Towing Companies passing the Police Department background and fingerprint check and executing a Towing Service Agreement corresponds to the Required Number of Authorized Towing Contractors. Notwithstanding the foregoing, A Towing Company that employs a Tow Driver or other employee who does not pass, or refuses to submit to, the Police Department background and fingerprint check, will not necessarily be eliminated from consideration provided that any Tow Driver or other employee who does not pass, or refuses to submit to, the Police Department background and fingerprint check shall be prohibited from providing Non-Consensual Towing Services to the City. The Police Chief retains the discretion to determine whether a Towing Company shall be disqualified from consideration based upon the results of the Police Department background and fingerprint check.

5.8 Elimination for Convictions. If the owner(s), managing employee(s), Tow Drivers and other employees of a Towing Company who may perform under the Towing Service Agreement have been convicted of a felony or any crime, including acts of moral turpitude as defined by relevant case law, substantially related to the qualifications, functions and duties of

operating a Towing Company or being a tow driver, the company will be eliminated from consideration as an Authorized Towing Contractor.

5.9 Business License Required. Towing Companies selected to be Authorized Towing Contractors shall not engage in the business of providing Non-Consensual Towing Services to the City without first obtaining a City Business License and executing the required Towing Service Agreement.

6.0 Term of Towing Service Agreements

All Towing Companies selected to be Authorized Towing Contractors shall assume such duties on the date the AGREEMENT is mutually executed. The initial term of this AGREEMENT shall be for a total period of five (5) years. City shall have the right, at its sole discretion, to exercise an option to renew the AGREEMENT for two (2) additional three (3) year periods or portions thereof by providing Tow Contractors with a notice to renew within a period of at least thirty (30) days and not greater than sixty (60) days prior to the date of which the term of the AGREEMENT, as may be extended, expires.

7.0 Minimum Qualifications for Vehicle Storage Facilities

An Authorized Towing Contractor's Vehicle Storage Facility shall meet the minimum requirements set forth in this Section 7.0. Additionally, any response to a request for proposals issued and requested by the Police Chief pursuant to Section 5.0 above, shall, at a minimum, provide proof that the Towing Company's Vehicle Storage Facility meets such minimum requirements.

7.1 Ownership of Equipment and Facilities. Authorized Towing Contractors shall demonstrate and furnish proof of possession of the Tow Vehicles, towing equipment and Vehicle Storage Facilities necessary to provide Non-Consensual Towing Services to the City and perform the obligations set forth in these Rules and Specifications and the Towing Service Agreement, as well as title to or lease agreements for the right to use the Tow Vehicles, towing equipment, and the land and improvements within the Vehicle Storage Facility. The Vehicle Storage Facility and improvements thereon shall comply with all zoning and building requirements of the city or county in which it is located, as well as all requirements of these Rules and Specifications.

7.2 Location of Storage Facility. The vehicle storage facility shall be located within the City of Beaumont or adjoining City to ensure adequate response times and limit the City's costs and administrative burdens of having Police Department personnel conduct investigations in vehicle storage facilities located outside of the City's boundaries. Any change in the location of the Vehicle Storage Facility of an Authorized Towing Contractor shall be reported, in writing, to the Police Department at least thirty (30) days prior to such change.

7.2.1 In addition to the primary Vehicle Storage Facilities required in Section 7.2, Authorized Towing Contractors may use secondary vehicle storage facilities located outside the City's boundaries if they comply with all the requirements outlined in section 7.3 and its subsections with the exception of section 7.3.2 and provided the Authorized Towing Contractor's primary Vehicle Storage Facility complies with section 7.3.2.

7.3 Vehicle Storage Facility Requirements. Adequate security measures for the protection of vehicles and property shall be provided for all vehicle storage facilities. The Police Chief shall be the sole judge of what constitutes “adequate” security measures and may grant additional points for responses to a request for proposals issued and requested by the Police Chief pursuant to Section 5.0 of these Rules and Specifications that include state of the art security measures, including, but not limited to, security cameras and motion sensors. At a minimum, all vehicle storage facilities shall comply with the following requirements:

7.3.1 All vehicle storage facilities shall be enclosed by a wall or fence at least six (6) feet in height or shall consist of completely enclosed buildings.

7.3.2 All vehicle storage facilities must be approved for security by the Police Chief, or his/her designated representative, and shall be available for inspection upon request. Any breach of security in a building or fence must be repaired within 24 hours.

7.3.3 All vehicle storage facilities and improvements needed to meet the minimum requirements of this section shall be constructed and the lawful right to use such facilities and improvements shall be vested in the Authorized Towing Contractor prior to the submittal of a response to the Request for Proposals issued by the Police Chief. Points shall not be awarded for proposed or planned vehicle storage facilities.

7.3.4 There shall be adequate lighting to illuminate the entire Vehicle Storage Facility as well as all structures thereon.

7.4 Vehicle Owner Permission for Repair Work. No employee of an Authorized Towing Contractor or the Authorized Towing Contractor’s Vehicle Storage Facility shall perform any work upon any vehicle that has been impounded or stored upon order of the Police Department without first obtaining written permission from the owner of the vehicle and no work or repair may be commenced without an official release by the Police Department.

8.0 Minimum Qualifications for Tow Vehicles and Equipment

8.1 Required Number and Type of Tow Vehicles. Each Authorized Towing Contractor must own or currently lease, or have access to, at least two (2) Tow Vehicles; one of which must be a two (2) ton flatbed. For those responding to the “Heavy” Request for Proposal must have a tow vehicle with a GVWR of greater than 23,500 pounds. The Authorized Towing Contractor for the “Regular” RFP shall have at least one (1) Tow Vehicle designed to carry motorcycles, by a flatbed truck, trailer or other means which will not cause additional damage to the motorcycle. The Authorized Towing Contractor shall maintain a current/valid motor carrier permit and current registration on all Tow Vehicles. The Tow Vehicles must be based/stationed at the primary Vehicle Storage Facility required by Section 7.2 and must be available to perform Non-Consensual Towing Services at all times during the term of any Towing Service Agreement.

8.2 Required Equipment for Tow Vehicles. Tow Vehicles must be equipped as tow trucks in compliance with the provisions of the California Vehicle Code, including, but not limited to, Sections 615, 21711, 24605, 25100, 25253, 25300, 27700, and 27907, as such sections may be amended or superseded. Tow Vehicles must also pass the annual CHP inspection.

8.2.1 All Tow Vehicles must have adequate equipment for the towing of vehicles. Without limiting the requirements of Section 8.2, basic equipment shall include:

- (a) Fire Extinguisher(s)
- (b) Broom
- (c) Shovel
- (d) Reflective Triangles
- (e) Flares
- (f) Two Trash Can(s), at least one (1) with Absorbent
- (g) Shop to truck radio or cell phone communication

8.3 Cable Winch. All Tow Vehicles must have a cable winch of sufficient size and a cable capacity of not less than 50 feet on a flatbed and 100 feet on a wheel lift, to retrieve vehicles which have gone over embankments or off traveled portions of roadways into inundated areas or other inaccessible locations.

8.4 Locked Vehicles. All Authorized Towing Contractors must have equipment for and have personnel proficient in unlocking locked vehicles when requested to do so by the Police Department.

8.5 Maintenance Obligations. Throughout the term of the Towing Service Agreement, the Authorized Towing Contractor shall maintain in good condition the real property and improvements thereon, and all vehicles, facilities, equipment and material used in the performance of the Non-Consensual Towing Services required by the Towing Service Agreement and these Rules and Specifications.

8.6 Inspection of Vehicle Storage Facilities, Tow Vehicles and Equipment. All equipment, Tow Vehicles, and vehicle storage facilities to be used to provide Non-Consensual Towing Services to the City under the Towing Service Agreement shall be subject to inspection by the Police Department or other designated inspection entities authorized by the Police Department. If any deficiencies and/or violations are discovered, the Police Department will provide a written notice advising the Authorized Towing Contractor of the deficiencies and/or violations. The Authorized Towing Contractor shall correct the deficiencies and/or violations within five (5) business days of the date of such notice. Failure to correct deficiencies or equipment violations discovered during such inspection may result in the Authorized Towing Contractor being suspended pursuant to Section 30 of these Rules and Specifications until the deficiency or violation is corrected.

8.6.1 All equipment and Tow Vehicles to be used to provide Non-Consensual Towing Services to the City under the Towing Service Agreement shall be inspected by California Highway Patrol, at least one time per year. All Tow Vehicles and equipment shall display a current inspection sticker, issued by the California Highway Patrol, during use under the Towing Service Agreement. This applies to all new and used equipment added to the Authorized Towing Contractor's fleet intended to be used under the Towing Service Agreement. The Police Department may conduct random vehicle and equipment inspections to ensure compliance with the Towing Service Agreement and these Rules and Specifications.

9.0 Minimum Driver/Personnel Requirements

9.1 Required Number of Tow Drivers. Authorized Towing Contractors shall maintain the availability of at least two (2) qualified Tow Drivers at all times. Authorized Towing Contractors shall provide the name, date of birth, and valid California Driver License number for all Tow Drivers employed by the Authorized Towing Contractor. The Police Chief or his/her designated representative shall also be notified of any new Tow Drivers within five (5) days of their date of hire. Prior to providing Non-Consensual Towing Services to the City, such newly hired Tow Drivers shall be subject to a Police Department background and fingerprint check pursuant to Section 5.7 of these Rules and Specifications. Any Tow Driver who does not pass, or refuses to submit to, the Police Department background and fingerprint check shall be prohibited from providing Non-Consensual Towing Services to the City.

9.2 Responsibility for Tow Driver Actions. Each Authorized Towing Contractor shall be responsible for the acts of their Tow Drivers and employees while on duty.

9.3 Tow Driver Qualifications.

9.3.1 Tow drivers employed by Authorized Towing Contractors shall be sufficiently capable and trained to ensure safe and proper discharge of their Towing Service responsibilities. Authorized Towing contractors shall be solely responsible for and shall ensure that all Tow Drivers are properly trained.

9.3.2 Tow drivers shall possess a proper class of driver license for the class of Tow Vehicle driven and for the type of tow service performed according to the California Vehicle Code.

9.3.3 Tow drivers shall be presentable and professional in appearance and shall wear uniform type pants and shirts.

9.3.4 Tow drivers shall give to the driver or owner of the vehicle to be stored, impounded, or towed away, a business card, or receipt with the service name, address and phone number of the Authorized Towing Contractor and the address of the Vehicle Storage Facility where the vehicle will be stored.

9.4 Customer Service. Tow Drivers and other employees of an Authorized Towing Contractor shall provide good customer service at all times and shall refrain from any acts of misconduct, including, but not limited to, any of the following:

9.4.1 Rude or discourteous behavior.

9.4.2 Lack of service, selective service, or refusal to provide service which the Authorized Towing Contractor is or should be capable of performing.

9.4.3 Any act of sexual harassment or sexual impropriety, gender, racial, or religious discrimination.

9.5 No Discrimination. In providing Non-Consensual Towing Services or otherwise performing under a Towing Service Agreement, an Authorized Towing Contractor shall not engage in, nor permit its agents, employees or Tow Drivers to engage in, discrimination in

employment or service of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as otherwise provided in California Government Code Section 12940.

10.0 Minimum Radio Communication Requirements

Authorized Towing Contractors shall ensure that radio transmission and reception contact is maintained with each Tow Vehicle and Tow Driver during the period of providing Non-Consensual Towing Service to the City.

11.0 Minimum Hours of Business and Availability

11.1 Availability. Authorized Towing Contractors shall be available to provide Non-Consensual Towing Services to the City on a 24-hour, 7 day a week basis, including holidays.

11.2 Business Hours. At least one (1) employee of the Authorized Towing Contractor shall be available during business hours or available by telephone to handle requests for Non-Consensual Towing Services and the release of impounded/stored vehicles. Minimum normal business hours shall be from 0800 to 1700 hours, five (5) days a week (Monday through Friday), excluding holidays.

12.0 Towing Rotation Policy

12.1 Towing Rotation List. Upon selection pursuant to Section 5.0, each Authorized Towing Contractor shall be placed on the Towing Rotation List in random order. Whenever Non-Consensual Towing Services are needed, the police officer having primary responsibility on the scene or such other designated police personnel shall request that the Authorized Towing Contractor appearing first on the Towing Rotation List be called to provide Non-Consensual Towing Services. The Authorized Towing Contractor is then rotated to the bottom of the Towing Rotation List. When more than one vehicle is required to be towed, separate Authorized Towing Contractors shall be called for each vehicle required to be towed. The police officer having primary responsibility on the scene or his/her supervisor shall make a determination as to which Authorized Towing Contractor tows which vehicle if a disagreement between Authorized Towing Contractors occurs.

12.2 Disagreements Regarding Towing Rotation List. Any complaints or disagreements concerning the Towing Rotation List shall be determined by the Police Chief or his/her designated representative.

12.3 Cancelled Calls. If it is determined that the Authorized Towing Contractor is not needed and the call for service is canceled by the Beaumont Police Department, up to and including arrival at the scene, there shall be no charges and the Authorized Towing Contractor shall not lose its position on the Towing Rotation List.

12.4 Non-Availability. If the Authorized Towing Contractor is not available or is unable to respond within the time required by Section 15.1, the Authorized Towing Contractor shall be rotated to the bottom of the Towing Rotation List and the next Authorized Towing Contractor on the Towing Rotation List will be called.

12.5 Requests for Specific Authorized Towing Contractor. Nothing in these Rules and Specifications shall prohibit a Watch Commander or supervisor from requesting a specific Authorized Towing Contractor to provide Non-Consensual Towing Services when, in the Watch Commander's or supervisor's sole opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the Authorized Towing Contractor currently at the top of the Towing Rotation List.

13.0 Impounded Vehicles

The police officer having primary responsibility on the scene or such other designated police personnel shall document any vehicle impounded pursuant to the requirements of the California Vehicle Code, the Beaumont Municipal Code, or these Rules and Specifications.

14.0 Release of Vehicles After Storage/Impound

14.1 Vehicle Release Form Required. Any vehicle stored or impounded by an Authorized Towing Contractor pursuant to these Rules and Specifications, shall not be released, without release authorization from the Police Department. The designated release form shall be "CHP 180 form.

14.2 Release to Vehicle Owner. When an Authorized Towing Contractor releases a stored or impounded vehicle, the Authorized Towing Contractor shall require the Vehicle Owner to show a legal form of photo identification, vehicle registration and a copy of the vehicle release form. The vehicle shall only be released to the lawful owner of the vehicle. If the person requesting the release of a vehicle does not have all of above, such person shall be referred to the Police Department for further processing and information. The final determination for the release of a vehicle shall be made by the Police Chief or designee. Such decision shall be final and shall be adhered to by the Authorized Towing Contractor.

14.3 No Charge for Release by Police Department. In the event that the Police Department, for any reason, determines that a vehicle should be released without any charges, the Authorized Towing Contractor shall immediately release such vehicle upon request of the Police Department without charge to the Police Department or the Vehicle Owner.

14.4 Police Department Authorization Required. Vehicles that have been impounded by order of the Police Department shall not be released, lien sold, or sold without written authorization from the Police Department.

15.0 Authorized Towing Contractor Responsibilities and Duties

15.1 Response Time. Authorized Towing Contractors shall respond to Police Department calls twenty-four (24) hours a day, seven days a week, including holidays, within the maximum Response Time of twenty (20) minutes during normal business hours, as defined in Section 11.2 of these Rules and Specifications and thirty (30) minutes after normal business hours.

15.2 Notification if Unable to Respond. An Authorized Towing Contractor shall notify the Police Department Communications Center when the Authorized Towing Contractor is unable to respond immediately.

15.3 Failure to Respond Within Response Time. If the Authorized Towing Contractor's Tow Vehicle has not arrived at the scene within the maximum response period specified in Section 15.1 of these Rules and Specifications, the Police Department, based on the urgency of the situation, may call the next Authorized Towing Contractor on the Towing Rotation List and the Authorized Towing Contractor that failed to timely respond shall be placed at the bottom of the Towing Rotation List.

15.4 Protection of Impounded Vehicles. The Authorized Towing Contractor shall be responsible for the protection of impounded vehicles towed by such Authorized Towing Contractor, including, without limitation, all personal property and/or vehicle accessories contained therein or thereon, regardless of the location of storage, until the vehicles have either been released to the Vehicle Owner or disposed of through a legal process.

15.5 Notification to Police Department. Authorized Towing Contractors shall immediately notify the Police Department if any contraband, weapons or hazardous materials are found in a vehicle impounded or stored by the Authorized Towing Contractor.

15.6 Abandoned Vehicle Abatement Program. Under the terms of this Agreement, Operator will be responsible for providing the services of a driver and a tow truck for the removal of abandoned vehicles at such time as they are requested by City (the "Abandoned Vehicle Abatement Program"). It is anticipated that this service will be required at least one (1) day each week but not more than two (2) days each week for a maximum of eight (8) hours each day. Operator shall not remove any abandoned vehicles without first being instructed to do so by an authorized representative of the Beaumont Police Department. Vehicles removed by Operator pursuant to the Abandoned Vehicle Abatement Program shall be taken to a scrap yard or an auto dismantling yard and shall not thereafter be reconstructed or made operable. The payment for the salvage value of each removed abandoned vehicle shall be retained by Operator as total and final payment for Operator's costs and services in connection with the removal of said vehicles and Operator shall receive no other compensation from the sale of such salvaged or abandoned vehicles. City shall indemnify, defend, and hold Operator harmless from any and all liability, claims, damages, or demands arising out of and in connection with City's designation of vehicles to be towed pursuant to the Abandoned Vehicle Abatement Program. Refusal and/or failure by Operator to provide the aforementioned services shall be grounds for termination of this Agreement. However, an Operator may subcontract this service to another approved Operator under this agreement.

16.0 Duties at the Scene of a Response Call

16.1 Tow Driver Duties. Upon arriving at the scene in response to a call for Non-Consensual Towing Services, the Tow Driver shall:

16.1.1 Not move nor attach to any vehicle until so instructed to do so by the police officer having primary responsibility at the scene.

16.1.2 Clean up and remove any and all debris from accident scenes as required by the Police Department.

16.1.3 Provide Vehicle Owners, when present at the scene, with a business card or other information, indicating where their vehicle will be stored and procedures for claiming the vehicle.

16.2 Police Department Request Required for Non-Consensual Towing Services. Authorized Towing Contractors shall not go to the scene of a collision or a disabled vehicle to provide Non-Consensual Towing Services unless summoned by the Police Department.

17.0 Release of Personal Property

17.1 Vehicles in Designated Impound Space. An Authorized Towing Contractor shall not remove any personal property from a vehicle that is stored in the Designated Impound Space or has otherwise been impounded for evidence or investigation.

17.2 All Other Vehicles. Except as provided in Section 17.1, an Authorized Towing Contractor shall release personal property from a stored or impounded vehicle only at the request of the Vehicle Owner upon presentation of valid identification and the vehicle registration. An Authorized Towing Contractor shall provide a receipt to the Vehicle Owner documenting the personal property removed from the vehicle and shall place a copy of the receipt in the vehicle. Personal property is considered to be property which is not affixed to the vehicle. The Authorized Towing Contractor shall store any personal property removed from the vehicle in a sanitary and secure location. Any questions regarding the ownership of a vehicle or personal property within a vehicle shall be directed to the Police Department.

18.0 Records

18.1 Maintenance of Records. Written records, as required by California Vehicle Code Section 10650 *et seq.*, shall be maintained by each Authorized Towing Contractor. At a minimum, the Authorized Towing Contractor shall:

18.1.1 Record and maintain the time a vehicle towed by the Authorized Towing Contractor is received and document its odometer reading. The Authorized Towing Contractor shall also record the distance each vehicle is towed, and any other information required by California Vehicle Code Section 10650.

18.1.2 Keep complete and accurate records of all vehicles towed, impounded, or stored and, at the request of the Police Department, furnish this list, including the amount of all towing and storage charges assessed for each vehicle.

18.1.3 Maintain the records required by this section for the time period specified in California Vehicle Code Section 10650.

18.2 Sufficient Detail Required. The records should be sufficiently detailed to locate a vehicle by license plate number only, if the make, model, color, date and location of the vehicle are unavailable.

18.3 Notification to DOJ. Where appropriate, the Authorized Towing Contractor shall also notify the Department of Justice when required by Section 10652 of the California Vehicle Code.

19.0 Records Inspections

All records required to be kept by the Authorized Towing Contractor pursuant to Section 18 of these Rules and Specifications shall be available for inspection by representatives of the Police Department and the California Highway Patrol, upon reasonable written notice by the Police Department or California Highway Patrol.

20.0 Towing/Storage Rates and Fees

20.1 Towing Rates. Fees charged for Non-Consensual Towing Services shall be reasonable and not in excess of those rates charged for similar services provided by the Authorized Towing Contractor in response to requests initiated by other public agencies or private persons.

20.2 Unauthorized Charges. All Authorized Towing Contractors shall comply with Chapter 20.3 of Division 3 of the California Business and Professions Code (commencing with Section 9880.1) with regard to unauthorized charges or repair work on vehicles in its charge and the posting of notices.

20.3 Police Department Approval. Prior to providing Non-Consensual Towing Services, each Authorized Towing Contractor shall submit his/her proposed towing and storage fees, (normal storage and storage in the Designated Impound Space) to the Police Department's Chief of Police or designee for review and approval. The Chief of Police or designee shall determine the reasonableness of the towing and storage fees based upon average towing and storage fees for Riverside County. By entering into a Towing Service Agreement, each Authorized Towing Contractor shall be deemed to have agreed to reduce its towing and storage fees for Non-Consensual Towing Services to a reasonable amount if such fees are above the average towing and storage fees for Riverside County or otherwise deemed to be unreasonable by the Police Department's Chief of Police or designee. Each Authorized Towing Contractor shall submit its proposed towing and storage fees to the Police Department's Chief of Police or designee by December 1 of each year for review and approval.

20.4 Rates Per Day. Vehicles stored for twenty-four (24) hours or less shall be charged for no more than one (1) day of storage. Each day thereafter shall be calculated by calendar day.

20.5 No Cost to City. In the event that the City is responsible for the cost of any storage and/or towing fees, such fees shall be waived, and the Authorized Towing Contractor shall not assess the City or Vehicle Owner any towing or storage fees or charges.

20.6 Posting of Rates. A copy of the Authorized Towing Contractor's towing and storage rate and fee schedule shall be maintained inside each Tow Vehicle and presented upon request of the Vehicle Owner or driver. Towing and storage rates shall be conspicuously posted in public view at the Vehicle Storage Facility in accordance with California Civil Code Section 3070.

20.7 No Claim Against City. Authorized Towing Contractors shall have no claim against the City for the cost of its Non-Consensual Towing Services and shall look solely to the Vehicle Owner for such costs. No representation is made by the City that the Vehicle Owner will be financially responsible.

20.8 No Charge for Storage in Designated Impound Space. An Authorized Towing Contractor shall not charge the City for storage of vehicles in the Designated Impound Space.

21.0 After Hours Release

The after-hours release fee for release of a vehicle after normal business hours, as defined in Section 11.2 of these Rules and Specifications, shall be no more than one-half (½) of the Authorized Towing Contractor's hourly tow rate. The after-hours release fee authorized by this Section 21 is in addition to all other fees that may be charged for the release of a vehicle.

22.0 Acceptance of Payment

Authorized towing contractors shall accept payment by a valid bank credit card or cash for towing and storage charges. Authorized towing contractors shall have sufficient funds on the premises to accommodate and make change for all reasonable monetary transactions. Payment may be accepted from a Vehicle Owner, pursuant to California Vehicle Code, Section 22651.1. Any credit card surcharges shall comply with California Civil Code Section 1748.1.

23.0 Signs and Advertising

23.1 Signs on Tow Vehicles. Each Authorized Towing Contractor shall comply with California Vehicle Code Section 27907 regarding signs on tow trucks.

23.2 No Affiliation with City. Authorized Towing Contractors shall not display any sign or advertising materials on their vehicles or equipment that indicates that they are used for or provide towing services on behalf of the City of Beaumont.

24.0 Towing Company/Police Department Communication

The Chief of Police, or his or her designee, shall meet at least quarterly with each Authorized Towing Contractor to discuss issues concerning the Non-Consensual Towing Services provided. These meetings shall be scheduled on a mutually agreed upon date and are mandatory for each Authorized Towing Contractor or his/her designee.

25.0 Audits

25.1 Towing Response Log. Authorized Towing Contractors shall maintain a "Beaumont Police Department Towing Response Log". The log shall detail the towing history of the towed vehicle from the origination of a call to final disposition. The log must be completed by the Authorized Towing Contractor and shall be submitted to the Chief of Police or designee, for each month no later than the 15th day of the following month. Sample forms of this "log" shall

be provided by the Chief of Police or designee. Additionally, Logs shall be available for inspection by the Police Department or other City investigators anytime during normal business hours.

25.2 Annual Audit of Records. Authorized Towing Contractors shall submit to an "audit" of their towing receipts, logs, records, schedules, and books for Non-Consensual Towing Services provided to the City. A responsible audit firm selected by the City shall conduct the audit. The Police Chief shall determine the frequency of such audits. An audit may be conducted for one or more Authorized Towing Contractors at a time, as determined by the Police Chief. The Police Department shall give each Authorized Towing Contractor fifteen (15) days written notice of the audit.

25.3 Cost of Audit. Authorized Towing Contractors that are subject to an audit pursuant to Section 25.2 shall pay the actual cost of the audit based upon the then-current rates established by the audit firm selected by the City to conduct the audit, as authorized by resolution of the City Council. If more than one Authorized Towing Contractor is subject to the audit, each Authorized Towing Contractor that is a subject of the audit shall pay a pro-rata share of the audit costs. The Police Department will provide each Authorized Towing Contractor that is subject to an audit with the estimated costs and proposed audit procedures, including a description of the scope of the audit prior to the initiation of the audit. Each Authorized Towing Contractor that is subject to an audit shall pay the costs of the audit to the Police Department within fifteen (15) days of the Police Department's written notice of the audit.

26.0 Inspection of Towing Facilities; Reimbursement of Costs

Each Authorized Towing Contractor's equipment and facilities, including without limitation the Vehicle Storage Facility and all Tow Vehicles shall be inspected by the Police Department at least once annually. The annual inspection conducted by the CHP may substitute for the inspection required by this section provided that the Police Department shall have the right to inspect each Authorized Towing Contractor's equipment and facilities at any time. Upon request, the most current CHP Form 234 for each Tow Driver shall be provided to the Beaumont Police Department for review during the annual inspection.

27.0 Indemnity and Insurance

27.1 Indemnification. As further provided in the Towing Service Agreement, each Authorized Towing Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of the Authorized Towing Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Non-Consensual Towing Services or the Towing Service Agreement, including without limitation the payment of all expert witness fees and attorneys' fees and other related costs and expenses.

27.2 Insurance.

27.2.1 Time for Compliance. An Authorized Towing Contractor shall not

commence providing Non-Consensual Towing Services under a Towing Service Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate the Towing Service Agreement for cause.

27.2.2 Minimum Requirements. Each Authorized Towing Contractor shall, at its expense, procure and maintain for the duration of the Towing Service Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Towing Service Agreement by the Authorized Towing Contractor, its agents, representatives, officers or employees. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) Garage keepers Liability Insurance. The insurance requirements for Commercial General Liability Coverage and Automobile Liability Coverage can be satisfied with equivalent coverage provided for under a Garage Liability Policy, (Form CA 005).

(B) **Minimum Limits of Insurance.** Each Authorized Towing Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile and On-Hook Liability*: Automobile Liability in the amount of \$1,000,000 per accident for bodily injury and property damage, and On-Hook coverage of \$100,000 per occurrence; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Garage keepers Liability*: \$1,000,000 per occurrence and to cover the full replacement cost of the City's property while in the care, custody and control of the Authorized Towing Contractor.

27.2.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or the Authorized Towing Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) **General Liability.** The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the services or operations performed by or on behalf of the Authorized Towing Contractor, including materials, parts or equipment furnished in connection with such services; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Authorized Towing Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained

by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Authorized Towing Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile and On-hook Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (A) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Authorized Towing Contractor or for which the Authorized Towing Contractor is responsible; and (B) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Authorized Towing Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Authorized Towing Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Authorized Towing Contractor.

(D) Garage Keepers Liability. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Authorized Towing Contractor's insurance and shall not be called upon to contribute with it in any way.

(E) All Coverages. Each insurance policy required by this section shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days' notice of cancellation endorsement is not available the Authorized Towing Contractor shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by the Authorized Towing Contractor; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. An Authorized Towing Contractor's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the City any notice of cancellation issued to the Authorized Towing Contractor shall be considered breach of contract.

27.2.4 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

27.2.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Each Authorized Towing Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers,

employees, agents, and volunteers; or (2) the Authorized Towing Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

27.2.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

27.2.7 Verification of Coverage. Each Authorized Towing Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Section on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

27.2.8 Reporting of Claims. Each Authorized Towing Contractor shall report to the City, in addition to the Authorized Towing Contractor's insurer, any and all insurance claims submitted by the Authorized Towing Contractor in connection with the Non-Consensual Towing Services under the Towing Service Agreement.

27.3 Insurance Required Prior to Providing Non-Consensual Towing Service. The Towing Service Agreement shall provide that it shall not be effective unless and until the insurance required by this section is obtained and certificate(s) are provided to the City in accordance with the provisions above.

28.0 Assignment or Transfer

Authorized Towing Contractors shall not assign or transfer, in whole or in part, the Towing Service Agreement or any rights to provide Non-Consensual Towing Services without the prior written consent of the Chief of Police. Authorized Towing Contractors shall not sub-contract any Non-Consensual Towing Services without the express written consent of the Chief of Police or designee.

29.0 Assumption of Risk

Authorized Towing Contractors shall assume all risk in the event of damage, theft, fire or otherwise, of any vehicle towed or any personal property towed and stored by the Authorized Towing Contractor, its employees or agents. Any and all claims, demands or liability arising out of or in connection with the provision of Non-Consensual Towing Services shall assumed by the Authorized Towing Contractor.

30.0 Complaints and Disciplinary Action.

30.1 Investigation of Complaints. Any complaints received by the Police Department concerning an Authorized Towing Contractor and/or its agents, representatives, officers or employees will be documented and investigated by the Police Department in a fair and impartial manner. Complaints will be received and investigated for allegations of, but not limited to:

- (a) Discourteous service
- (b) Unethical business practices
- (c) Unsafe or improper handling of stored or impounded vehicles
- (d) Over-charging for services
- (e) Excessive delay in responding to calls
- (f) Unsafe towing equipment
- (g) Violations of State laws, including traffic violations
- (h) Violations of City ordinances
- (i) Deficient security at Vehicle Storage Facility
- (j) Deficient conditions at Vehicle Storage Facility
- (k) Failure to comply with these Rules and Specifications
- (l) Failure to perform according to the Towing Service Agreement
- (m) Failure to keep required records

30.2 Notification of Complaint. The Police Department will endeavor to send a copy of the complaint and a request for a response to the Authorized Towing Contractor and/or the Tow Driver or employee who is the subject of the complaint within ten (10) business days of receipt of the complaint. Notwithstanding the foregoing, the Police Department will not notify the Authorized Towing Contractor and/or the Tow Driver or employee who is the subject of the complaint if it is determined that notification will impede or interfere with the Police Department's investigation.

30.3 Response from Authorized Towing Contractor. The Authorized Towing Contractor and/or the Tow Driver or employee who is the subject of the complaint shall respond in writing to the complaint within ten (10) business days from the date of the City's request for a response. Failure to respond within ten (10) business days will result in the investigating officer making a decision on the complaint based upon the information available.

30.4 Findings of Investigating Officer. The investigating officer shall consider all evidence available and present his or her findings to the Police Chief. Upon receipt of findings from the investigating officer, the Police Chief shall make one of the following determinations concerning the complaint:

- (a) Unfounded – Incident did not occur or did occur but was lawful
- (b) Inconclusive – Unable to determine if the incident occurred or unable to determine if the Authorized Towing Contractor and/or its agents, representatives, officers or employees are responsible
- (c) Sustained – Incident occurred and was either contrary to these Rules and Specifications, the Towing Service Agreement or federal, state or local law.

30.5 Police Chief Determination. If a complaint is determined to be sustained and the circumstances or prior record show cause for suspension, the Police Chief may suspend the Authorized Towing Contractor and/or the Tow Driver or employee for a period not to exceed thirty (30) calendar days. The Police Chief shall issue a written determination, which shall be provided to the Authorized Towing Contractor and/or the Tow Driver or employee who is the subject of the complaint.

30.6 Appeal to City Manager. The Authorized Towing Contractor and/or the Tow Driver or employee may appeal the Police Chief's determination to the City Manager in writing within ten (10) calendar days. After consideration of the Police Chief's recommendation and any documentation submitted by the Authorized Towing Contractor and/or the Tow Driver or employee, the City Manager shall issue a written decision upholding, overturning or modifying the Police Chief's determination. The City Manager's decision shall be final.

30.7 Immediate Suspension for Public Safety. Notwithstanding anything contained in these Rules and Specifications to the contrary, the designee and with approval of the Chief of Police, shall have the authority to immediately suspend any Authorized Towing Contractor, Tow Driver and/or employee of an Authorized Towing Contractor whose conduct is deemed to create an immediate danger to the public or who has engaged in conduct constituting a gross violation of Chapter 5.51 and/or these Rules and Specifications.

31.0 Termination

The Police Chief may terminate any Towing Service Agreement during its term without cause by providing sixty (60) days written notice to the Authorized Towing Contractor. The City may terminate the Towing Service Agreement for cause by providing five (5) days written notice to the Authorized Towing Contractor. The Towing Service Agreement may be terminated for cause by the City upon the occurrence of any one or more of the following events:

- (a) Failure of the Authorized Towing Contractor to comply with any of the provisions of the Towing Service Agreement.
- (b) Repeated and/or flagrant violations of the California Vehicle Code by the Authorized Towing Contractor and/or its agents, representatives, officers, Tow Drivers or employees/
- (c) Failure of the Authorized Towing Contractor to maintain clean, orderly and secure Vehicle Storage Facilities.
- (d) Failure of the Authorized Towing Contractor to obtain and maintain a current valid license to do business in the City.
- (e) Repeated failure of the Authorized Towing Contractor to respond to calls for Non-Consensual Towing Services within the Response Time required by Section 15.1 of these Rules and Specifications.
- (f) Commission by the owner or operator of the Authorized Towing Contractor of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing business.
- (g) Cancellation, withdrawal or lapse of insurance coverage required by these Rules and Specifications and the Towing Service Agreement.
- (h) Dissolution of business or bankruptcy.
- (i) Assignment of the Towing Service Agreement, or any right or interest stated therein, without the City's prior written consent.
- (j) Failure of the Authorized Towing Contractor to maintain satisfactory service to the public, or for failure to keep any vehicle in the Authorized Towing Contractor's charge in a safe condition and good repair.
- (k) Any conviction of a Tow Driver, owner or employee of the Authorized Towing Contractor involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense,

felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or conviction of any crime of moral turpitude as defined by relevant case law, substantially related to the qualifications, functions and duties of being a Towing Company or Tow Driver.

32.0 Amendments to the Rules and Specifications

The Police Chief shall have the authority to promulgate amendments to these Rules and Specifications any time the Police Chief deems such amendments to be necessary. Notice of any amendments shall be provided to all Authorized Towing Contractors at least ten (10) days prior their effectiveness. Notice shall also be provided by posting (s) a summary of the amendment(s) on City bulletin boards that are available for review by the public.

33.0 Not Responsible for Reliance on these Rules

Nothing contained in these Rules and Specifications or the Beaumont Municipal Code shall be deemed or construed to create an invitation or offer to provide or select a particular Towing Company to provide Non-Consensual Towing Services to the City. Existing and future Towing Companies wishing to provide Non-Consensual Towing Service to the City that purchase new or additional equipment, resources, land and/or hire additional personnel, do so at their own risk. The City shall not be liable for a Towing Company's failure to be selected as an Authorized Towing Contractor by the City.

Sean Thuilliez
CHIEF OF POLICE
CITY OF BEAUMONT

Date

Exhibit “A”
Sample Point System Evaluation Criteria

The following point criteria and evaluation standards shall apply:

Ownership of Equipment and Facilities. Towing Company demonstrates and furnishes proof of possession of the Tow Vehicles, towing equipment and Vehicle Storage Facilities necessary to perform the obligations set forth in these Rules and Specifications, as well as title to or lease agreements for the right to use the Tow Vehicles, towing equipment, land and improvements within the Vehicle Storage Facility. The proposed Vehicle Storage Facility and improvements thereon meet the zoning and building requirements of the city or county in which it is located, as well as all requirements of these Rules and Specifications. (1 point)

Location of Storage Facility. The proposed Vehicle Storage Facility is located within the City of Beaumont or adjoining City to ensure adequate response times and limit the City's costs and administrative burdens of having Police Department personnel conduct investigations outside the City's boundaries. (1 point)

Vehicle Storage Facility Requirements. Adequate security measures for the protection of vehicles and property are provided for the Towing Company's Vehicle Storage Facilities. Towing Company's proposed Vehicle Storage Facilities either consist of enclosed buildings or are enclosed by a wall or fence at least 6 feet in height. (1 point)

Minimum Qualifications for Tow Vehicles and Equipment

The Towing Company owns or leases at least two (2) Tow vehicles: one of which is a two (2) ton flatbed. For those responding to the “Heavy” Request for Proposal must have a tow vehicle with a GVWR of greater than 23,500 pounds. The Tow Vehicles are based/stationed at the Towing Company's primary Vehicle Storage Facility and are available to perform towing services at all times during the term of any Towing Service Agreement. (3 points + 1 point for every vehicle above the minimum: Maximum 6 points.)

Towing Company has at least one (1) Tow Vehicle designed to carry motorcycles, by a flatbed truck, trailer or other means which will not cause additional damage to the motorcycle. (1 point for each vehicle: Maximum 3 points)

All Tow Vehicles are equipped as tow trucks in compliance with the provisions of the California Vehicle Code, including, but not limited to, Sections 615, 21711, 24605, 25100, 25253, 25300, 27700, and 27907 and have passed the most recent annual CHP inspection. (1 point for each vehicle: Maximum 6 points)

All Tow Vehicles have adequate equipment for the towing of vehicles. Basic equipment shall include: Fire Extinguisher(s), Broom, Shovel, Reflective Triangles, Flares, Two Trash Can(s) with Absorbent, and shop to truck radio. (1 point for each vehicle: Maximum 6 points)

All Tow Vehicles have a cable winch of sufficient size and a cable capacity of not less than 50 feet on a flatbed and 100 feet on a wheel lift to retrieve vehicles which have gone over embankments or off traveled portions of roadways into inundated areas or other inaccessible locations. (1 point for each vehicle: Maximum 6 points)

Towing Company has equipment for and personnel proficient in unlocking locked vehicles. (1 point)

Minimum Driver/Personnel Requirements

Towing Company has demonstrated the availability of at least two (2) qualified Tow Drivers at all times. Towing Company has provided the name, date of birth, and valid California Driver License number of all Tow Drivers employed by the Towing Company. (1 point)

Towing Company has provided proof that each Tow Driver possesses the proper class of driver license for the class of Tow Vehicle driven and for the type of tow service performed according to the California Vehicle Code. (1 point)

Towing Company provides Tow Drivers with uniform type pants and shirts. (1 point if provided with uniforms)

Minimum Radio Communication Requirements

Towing Company has installed radio transmission and reception contact equipment in each Tow Vehicle and/or provided such equipment to each Tow Driver. (1 point for every vehicle provided with radio transmission capabilities: Maximum 3 points)

Additional Criteria

Designated Impound Space.

- 1 additional point if the Designated Impound Space is between 500 to 3,000 square feet in size.
- 2 additional points if the Designated Impound Space is more than 3,000 square feet in size.

Security of Designated Impound Space.

- 1 additional point if Designated Impound Space is equipped with recording/surveillance cameras.
- 1 additional point if Designated Impound Space is equipped with a security alarm.
- 1 additional point if Designated Impound Space is patrolled by security guard.

Security of Vehicle Storage Facility.

- 1 additional point if Towing Company's Vehicle Storage Facility is equipped with recording/surveillance cameras.
- 1 additional point if Towing Company's Vehicle Storage Facility is equipped with a security alarm.
- 1 additional point if Towing Company's Vehicle Storage Facility is patrolled by security guard.

Customer Parking.

- 1 additional point for 5 or more spaces.
- 2 additional points for 10 or more spaces.

Fax Machine/Email capability on the Premises.

- 1 additional point for a fax machine or email availability at the facility for tow related business.

CHP Contract and VIN Verifier.

- 1 additional point for being an approved CHP towing provider.
- 1 additional point for being an approved VIN verifier.

Tow Driver Certification.

1 additional point for every Tow Driver certified by the California Tow Truck Association
(Maximum 4 points)

In the event of a tie the tied Towing Companies (only) shall be awarded additional points based on the following:

Tow Office and Vehicle Storage Facility at same location (1 point)

Lack of crime reports concerning stored vehicles in the previous 1-year period (1 point)

Towing Company currently provides or has previously provided Non-Consensual Towing Services to City in a satisfactory manner (2 points)

Provides customer waiting area and customer phone (1 point)

Accepts at least 3 major credit cards (1 point)

In the event of a secondary tie the Chief of Police shall recommend the Towing Company with the most continuous years of providing tow truck service in the City as determined by the number of years that the Towing Company has had a business license with the City.

