



TOW SERVICE AGREEMENT

2020

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This Tow Service Agreement (as defined in Attachment A) contains rules and regulations that a company agrees to comply with in order to receive a rotation tow listing with the Beaumont Police Department. Participation in the Beaumont Police Department Rotation Tow Program is voluntary. Compliance with all of the terms and conditions of the Tow Service Agreement is mandatory for tow companies participating in the rotation tow program.

An operator (as defined in Attachment A), by agreeing to participate in the program, shall not be deemed to have a vested contractual relationship with either the City of Beaumont or the Beaumont Police Department. Operators who perform services under this Agreement are not acting as an agent for the City of Beaumont/Beaumont Police Department. For clarification purposes, definitions are contained in Attachment A.

1. ROTATION LISTS

- A. The Beaumont Police Department shall maintain a rotational tow list to ensure an equitable distribution of calls among operators.

Nothing in this agreement shall prohibit an Officer from requesting a specific tow company when, in the Officer's opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the tow company currently at the top of the rotation list. In such an instance, the tow company selected would be the next tow company on the list that has the required qualifications (equipment, skills, timeliness, etc.) to provide the required service. Also, at the direct request from an owner of a vehicle, an Officer may contact a specific tow truck company for services. With regards to any fatal or near fatal collision, or where inspections of the vehicle are necessary and related to an investigation, or where the vehicle is being held as evidence to an investigation, the primary Officer or Investigator reserves the right to choose a specific tow company regardless of their position on the list.

1. In such an instance, the selected company would then go to the bottom of the list and those tow companies which were by-passed would remain in the same list order.
 2. In the event a vehicle is towed to the holding area located inside the Beaumont Police Department's parking area as evidence or for any other reason, the vehicle shall be released to the tow company which towed the vehicle to this location, regardless of their position on the rotation list. The tow company may then charge the owner, agent, etc., the standard fee for only one tow and storage from the date returned to their storage facility. In the event the owner of the vehicle is determined to be the victim of the crime or incident being investigated, the Officer or Investigator shall offer the owner an opportunity to recover their vehicle from the Beaumont Police Department holding area at no cost. If the vehicle is not recovered by the owner within a 48-hour time frame following notification, the vehicle shall be returned to the initial towing company for release and all fees may then be charged the owner, agent, etc.
- B. Nothing shall prohibit a Class B, C, or D operator from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when

vehicle recovery operations (as defined in Attachment A) require a larger class of tow truck.

- C. After all tow companies have been offered a turn in the rotation, the rotation will return to the top of the list. A call to an operator shall constitute one turn on the list and said operator shall be moved to the bottom of the list. The same shall apply in instances when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time.
- D. If it is determined the operator is not needed and is canceled by the Beaumont Police Department, up to and including arrival on scene and standby time which does not result in a tow, there shall be no charges and the operator shall be placed back in the place on the rotation list it occupied prior to such call.
- E. If the operator responds to a Beaumont Police Department call and is canceled by the vehicle's registered owner or agent, prior to the operator taking possession of the vehicle, there shall be no charge and the operator shall be placed back in the place on the rotation list it occupied prior to such call.
 - 1. Possession is deemed to occur when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun (Section 3068.1[a] of the Civil Code [CC] and 22851 [a][1] of the California Vehicle Code [CVC]).
 - 2. Whenever a vehicle owner returns to a vehicle that is in possession of a towing company prior to the removal of the vehicle, the owner may regain possession of the vehicle from the towing company if the owner pays the towing charges (Section 22851[a][2] CVC).
 - 3. If an operator has begun service on a vehicle, other than towing and recovery, and services is cancelled by the vehicle's owner/agent, the operator may charge a maximum of one-half of the regular hourly service charge for the time expended on the call. For purposes of cancellation, services begin when physical work on the vehicle actually begins.
 - 4. No lien shall arise for the service unless the operator has secured written authorization from the vehicle's owner, or the owner's agent, authorizing said service. The operator shall not attempt to take possession of the vehicle in order to establish a lien for any non-towing services performed or begun and subsequently canceled, when not entitled to such lien by law for when a lien begins (Section 3068.1 [CC]).
- F. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the Beaumont Police Department.
- G. Operators applying for a rotation tow listing shall have a minimum of five (5) years verifiable for-hire towing experience, or equivalent experience in providing emergency service in a dispatched twenty-four hour a day, seven day a week, emergency response service (as an owner or principal) within the City of Beaumont, must be approved by the Beaumont Police Department, and must be eligible to operate on the tow rotation of the

California Highway Patrol (CHP) – San Geronio Pass office, in order to qualify for a rotation tow listing. Ownership status will be investigated and determined by the Beaumont Police Department. All operators applying for a rotation tow listing must submit to being fingerprinted if requested by the Beaumont Police Department.

2. TOW TRUCK CLASSIFICATIONS

- A. An operator shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices.
- B. For Regular Tows an operator shall maintain at minimum one Class A rated tow truck as described in Attachment “B”. For Heavy Tows operators shall maintain at minimum one Class B rated tow truck or higher and meets the requirements set forth below in performing the services herein. In no case shall any tow truck be rated less than one-ton capacity. The equipment specifications for each Class of tow truck are listed in Attachment “B” of this Agreement.

All tow trucks used by an operator shall have recovery capabilities, wheel lift capabilities, and a boom meeting the required specifications in Attachment “B”. 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 for use under this Agreement. Should an operator use a “roll-back carrier” to perform services under this Agreement, the “roll-back carrier” may be exempted from the recovery, wheel lift, and boom capability requirements. However, the “roll-back carrier” must be an additional unit.

- C. To properly and safely tow and service the wide variety of vehicles being operated, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose and should be used when appropriate.

3. TOW TRUCK DRIVERS

- A. The operator shall ensure that tow truck drivers responding to calls initiated by the Beaumont Police Department are qualified and competent employees of the operator’s company. The operator shall ensure that the tow truck drivers are trained and proficient in the use of tow trucks and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the Beaumont Police Department rotation. Tow truck drivers shall be at least 18 years old and possess the proper class driver license as required by the California Vehicle Code.
- B. All tow truck drivers must be approved by the Beaumont Police Department prior to operating the tow truck. Each applicant shall be required to be photographed and fingerprinted if requested by the Beaumont Police Department. Each driver’s permit application, including renewal, replacement and duplicate applications, shall include the following information:

1. Full name
2. Date of birth
3. California driver license number
4. Copy of valid medical certificate (if required)
5. Current home address and phone number

6. Types of tow trucks the driver is trained to operate

- C. Applicants may be fingerprinted and photographed by the Beaumont Police Department and a records check made. A fee, not to exceed actual costs for services, may be charged to cover the costs of applicable procedures.
- D. Once a driver is approved, the approval is not transferable, except that the driver may drive if he/she changes employment from one approved operator to another approved operator.
- E. The operator and all tow truck drivers shall be enrolled in the Employer Pull Notice (EPN) program.
 - 1. The operator shall provide a current list of drivers and a copy of the current EPN report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN program, for all drivers to the Beaumont Police Department. The operator's signed and dated EPN report shall be kept on file at the Beaumont Police Department.
 - 2. Upon the addition of new drivers, an operator shall be granted a maximum of 30 days to enroll drivers in the EPN.
- F. Within ten (10) days of terminating any driver, the operator shall notify the Beaumont Police Department.

4. RATES

- A. Fees and storage rates charged for responsible calls originating from the City of Beaumont and the Beaumont Police Department shall be reasonable in accordance with the rates established by the CHP – San Geronio Pass office and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person.
- B. An operator and/or applicant shall not conspire, or attempt to conspire, or commit any other act of collusion, with any other operator or applicant for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to the Agreement that would bring about any unfair condition which could be prejudicial to the Beaumont Police Department, the motoring public, or other operators. A finding by the Beaumont Police Department that any operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the Agreement. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the Beaumont Police Department rotation tow list for a period of three years.

5. VEHICLE IMPOUND

- A. When a vehicle is towed/stored/impounded, the tow company/driver will receive a copy of the CHP Form 180 from the storing officer.
- B. When the stored vehicle is not released and the tow company disposes of a vehicle by a lien sale or junk slip, a copy of the lien sale document or junk slip will be submitted to the Beaumont Police Department Records Division by the tow company in lieu of the payment receipt/invoice normally received.
- C. The Beaumont Police Department will collect all stored/impounded vehicle release fees at the front counter during normal business hours. The registered owner/agent of vehicles towed will be provided with a payment receipt with the vehicle information and persons authorized to drive the vehicle. Once the receipt is presented to the tow company, the vehicle is clear for release pending satisfaction of fees due to the tow company.

Note: Stored vehicles that are exempt from release fees (generally consisting of recovered stolen vehicles, or other vehicle related crime victims), and not in dispute, may be released after hours directly to the registered and/or legal owner by the tow company, unless otherwise noted on the CHP Form 180 by the storing officer. The same shall apply to non-DUI or crime related accidents where the driver is medically incapacitated and the vehicle is stored for safety or safekeeping purposes only, at the direction of an officer. After-hours questions regarding release fees, exempt vehicles and/or the release thereof should be directed to the on-duty Watch Commander of the Beaumont Police Department.

- D. The normal business hours of the Beaumont Police Department Records Division are generally Monday through Friday, 7:00 A.M. to 7:00 P.M., and Saturday, 7:00 A.M. to 12 Noon, (except holidays). Telephone number **(951) 769-8500**.
- E. Failure to comply with the above procedure by a tow company can result in the suspension or removal from the rotation tow list for the Beaumont Police Department, at the discretion of the Beaumont Police Department Command staff.

6. RESPONSE TO CALLS

- A. The operator shall be able to respond to Beaumont Police Department calls twenty-four (24) hours a day. Response time should not exceed thirty (30) minutes under normal conditions; however, time of day, traffic, and weather conditions will be taken into consideration by the officer at the scene. The operator will advise the Beaumont Police Dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify dispatch. The operator shall not assign calls to other operators. Repeated failure to respond and/or failure(s) to meet the maximum response time requirements, on a continual basis, shall constitute failure to comply with the terms and conditions of this agreement and will result in removal of such operator from the rotation list.
- B. When an operator will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, e.g., vacation, maintenance, medical leave, etc., the operator shall notify the Beaumont Police Department at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability. In the event the operator gives notice to the Beaumont Police Department that it cannot provide the service, the next operator on rotation will be called in to fill in the void.

- C. There may be times when the operator assigned the initial Beaumont Police Department call may require the assistance of an additional operator at the scene. The operator assigned the initial call may, subject to prior approval of the officer on the scene, request a specific operator for assistance. The request shall be routed to the additional operator through the Beaumont Police Department.
- D. An operator shall not respond to a Beaumont Police Department call assigned to another operator unless requested to do so by the Beaumont Police Department. This shall not preclude the operator from deploying a second driver to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

7. STORAGE FACILITY

- A. The operator shall be responsible for the security of vehicles and property at the place of storage. All vehicles are to be stored at a properly zoned, fenced or enclosed storage facility within the City of Beaumont, California. However, vehicles that have been approved by the Department of Motor Vehicles for a lien sale can be towed outside the area. The operator is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.
- B. No property shall be removed from any vehicle stored or impounded as evidence or for investigation without the express consent of the primary investigator, officer, or respective supervisor charged with the investigation. Documentation must be made on the storage form CHP 180 to notify the towing agency of this hold and a name and number of the responsible investigator, officer, or supervisor.
- C. For vehicles that are neither stored nor impounded as evidence, nor under investigation, the operator may remove property from a vehicle as long as a receipt is provided, with a copy placed in the stored vehicle. Upon approval from the Beaumont Police Department, the operator **shall** release personal property from an impounded or towed and stored vehicle at the request of the vehicle owner or agent.
- D. Any vehicle or part thereof deemed as evidence in any criminal investigation shall be towed to the Beaumont Police Department if so directed by the investigating officer. In the event the vehicle or part requires storage inside a covered location, other than at the Beaumont Police Department, a storage fee may be charged at the rate of \$10 per day, not to exceed 10 days without Beaumont Police Department supervisor notification and/or approval. In this situation, it is the responsibility of the operator to notify a Beaumont Police Department supervisor when a vehicle stored in a covered area is approaching the ten day limit. This must occur before additional charges are incurred past the ten day limit. Under no circumstances will an impounded vehicle or property therein be released prior to the authorization of the Beaumont Police Department. Once the vehicle or part is available for release to the owner or his agent, the tow company shall divert any charges from that date to the owner but may not include the initial tow fee brought at the direction of the Beaumont Police Department if towed and stored as evidence unless the vehicle was involved in a collision requiring reconstruction services. It shall be the responsibility of the tow company to immediately contact the owner or the owner's agent to advise them that their vehicle is available for release. This shall be immediately attempted by phone and by mail service.

8. INSPECTIONS

- A. No operator shall place a tow truck in service that has not been inspected by the California Highway Patrol and/or the Beaumont Police Department. These entities may conduct additional inspections without notice during normal business hours. All tow truck vehicles shall have a current and valid CHP inspection certificate on file with the Beaumont Police Department before being utilized pursuant to this agreement.

9. INSURANCE

- A. The operator shall maintain the proper levels of insurance from an insurance carrier admitted in California as required by the California Vehicle Code.
- B. Proof of insurance shall be in the form of a certificate of insurance. Policy expiration or cancellation will immediately nullify the Tow Service Agreement. The operator’s insurance policy shall provide for written notice to the Beaumont Police Department in the event the insurance policy is canceled or is due to expire no less than 30 days prior to the cancellation or expiration. Additionally, the operator shall notify the Beaumont Police Department in advance of the expiration or cancellation of the operator’s insurance policy. A current copy shall be provided to the Beaumont Police Department January 1st of each year.

10. BUSINESS RECORDS

- A. The operator shall maintain records of all tow services furnished. The records will be maintained at the operator’s place of business.
 - 1. Invoices shall at a minimum include a description of each vehicle, nature of service, start time, end time, location of call, and itemized costs of towing and storage.
 - 2. Records for each call shall indicate the tow truck driver’s name and truck used.
- B. The Beaumont Police Department may inspect all operator records without notice during normal business hours. Operators shall permit the Beaumont Police Department to make copies of business records at their place of business, or to remove the business records for the purpose of reproduction. The Beaumont Police Department shall provide a receipt for any (original) records removed from the place of business.
- C. Records shall be maintained and available for inspection for a period of two years beyond the term of this Agreement
- D. Failure of the operator to comply with the inspection or record keeping requirements of this section shall be deemed a breach of the Agreement and subject the operator to suspension or termination at the discretion of the Beaumont Police Department.

11. ANNUAL OPEN ENROLLMENT MEETINGS

A Beaumont Police Commander, or their designee, may conduct an annual meeting during open enrollment or special meetings at any other time, which meetings shall be for the purpose of discussing

issues concerning the tow rotation program. All meetings shall be considered mandatory for the operator or the operator's designee wishing to remain on the rotation.

1. The Beaumont Police Department shall give the operator 30 days written notice (as defined in Attachment A) of any meetings.
2. Failure to attend any properly noticed meeting may result in removal from the rotation tow list in the City's discretion. The operator shall be provided with written notification of the removal and may reapply during the next open enrollment.

12. DEMEANOR AND CONDUCT

- A. While involved in Beaumont Police Department rotation tow operations or related business, the tow operator and/or employees shall refrain from any acts of misconduct including, but not limited to, any of the following:
 1. Rude or discourteous behavior toward members of the public, or Police Department staff.
 2. Failure to comply with instructions provided by Police Department staff.
 3. Lack of service, selective service, or refusal to provide service in which the operator should be capable of performing.
 4. Any act of sexual harassment or sexual impropriety.
 5. Unsafe driving practices.
 6. Exhibiting any objective symptoms of alcohol and/or drug use.
 7. Appearing at the scene of a Police Department rotation tow call with the discernible odor of an alcoholic beverage emitting from the driver's or employee's breath. The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the Beaumont Police Department.
- B. Any violation of this section is cause for suspension or termination from the rotation tow program, as deemed appropriate by the Beaumont Police Department Command staff.

13. TOW COMPLAINTS

- A. All Beaumont Police Department tow service complaints received or initiated by the City of Beaumont/Beaumont Police Department against a tow operator or tow operator's employees shall be investigated. The tow operator and their employees shall cooperate with the Beaumont Police Department during the course of any investigation.
- B. The operator shall be notified in writing of the findings within 30-days of the conclusion of any investigation.

14. COMPLIANCE WITH LAW

- A. The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.
- B. Any conviction of the owner, operator, or principle, 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 while involved in a Beaumont Police Department rotation tow call, or moral turpitude shall be cause for denial of application or termination of the Agreement at the discretion of the Beaumont Police Department.
- C. Any conviction of an employee of operator involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a Beaumont Police Department rotation tow call, or moral turpitude shall be cause for the removal of the employee from the list of current Beaumont Police Department rotation tow truck drivers.
- D. An operator, or employee, arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.

15. COMPLIANCE WITH AGREEMENT

- A. The operator agrees, as a condition of inclusion on the rotation tow list, to comply with the terms and condition of this Tow Service Agreement. Furthermore, the operator agrees that failure by the operator or the operator's agent to comply with these terms and conditions shall be cause for written reprimand, suspension, or termination from the rotation tow list.

16. SUSPENSION AND/OR TERMINATION

- A. Operators and drivers may be suspended or terminated by the Beaumont Police Department after notice and hearing with respect thereto, on the following grounds:
 - 1. The operator or driver has failed to operate in accordance with the provisions enumerated in this Agreement.
 - 2. The operator has failed to maintain or secure the requisite insurance
 - 3. The operator has failed to provide reasonable services to the Beaumont Police Department.
 - 4. The public safety or convenience and necessity would be best served by such suspension or termination of the operator's business.
 - 5. The approval in question was obtained on the basis of misrepresentation made or induced by or on behalf of the holder of the approval.
 - 6. The operator has engaged in conduct which would have constituted grounds for denial of an application for such approval.

- B. Prior to any suspension or termination of an operator, the Beaumont Police Department shall give the operator notice of intent to suspend or terminate the service and state the proposed grounds for suspension or termination and the effective date. The operator has 10 business days from the date on the notice of intent to request a hearing. Upon receiving a written request for a hearing by an operator the hearing shall be held within thirty (30) days upon receipt of the request. The hearing officer may impose conditions and take other action as he or she deems appropriate under the circumstances to carry out the purpose of this Agreement. If an interested party makes a written presentation to the hearing officer but does not appear, he or she shall be notified in writing of the decision.
- C. A second suspension of an operator or driver within one year shall operate as an automatic termination. No operator whose approval has been revoked shall, for one year thereafter, be granted permission to operate any tow service for the Beaumont Police Department, except on the presentation of satisfactory evidence that such operator has substantially mitigated the offense or condition which gave rise to the termination, and only then at the discretion of the Beaumont Police Department.
- D. No temporary suspension shall be for a period of more than thirty (30) days. Notice of suspension or revocation shall be given by either personal service on the operator or by certified mail, return receipt requested and addressed to the address of record on his or her application and, where appropriate, to the address of his or her employer. The operation of any business or driver authorized by any such agreement shall cease upon receipt by the holder of the notice of suspension or termination. Such notice shall be deemed to have been received by the holder of the agreement when personally delivered to such person or, if given by certified United States mail with return receipt requested, on the second City business day after the notice has been deposited in the United States mail.

17. ADVERTISING

- A. The operator shall not display any sign, other than those issued by the Beaumont Police Department, or engage in any advertisement indicating an official or unofficial connection with the City of Beaumont or the Beaumont Police Department. Examples of prohibited signs or ads include, but are not limited to: “Official Police Tow,” or “Approved by the City of Beaumont,” etc.

18. CANCELLATION

- A. This Agreement may be canceled by either party without cause by giving at least seven (7) days’ written notice to the other party.

19. FINANCIAL INTEREST

- A. No operator or applicant shall be directly involved in the towing-related business of any other operator within the rotation group.
- B. The sale or transfer of the controlling interest in a company of any operator shall immediately terminate the Tow Service Agreement. A new owner may apply for the rotation tow group at any time during the remainder of the current Tow Service Agreement, regardless of the enrollment period.

20. ABANDONED VEHICLE ABATEMENT PROGRAM

- A. 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.
- B. Operator shall not remove any abandoned vehicles without first being instructed to do so by an authorized representative of the Beaumont Police Department.
- C. 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.
- D. 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.
- E. 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.

ATTACHMENT “A”

DEFINITIONS

MORAL TURPITUDE

Moral turpitude is an act or behavior that gravely violates moral sentiment or accepted moral standards of the community. It is also the violation of private and social duties which man owes to his fellow man or to society in general. It is an act that is contrary to accepted and customary rule of right and duty between persons. Refer to Black’s Law Dictionary for case citation and complete definition.

NOTICE

All notices relating to this Agreement shall be in writing and may be delivered to the other party in person, via FAX, via E-mail, or by U.S. mail at the address provided herein.

OPERATOR

A tow service which has been issued a Letter of Authorization, has signed the Tow Service Agreement, and is approved to receive Beaumont Police Department referred calls. The term “operator” refers to the company, its owners, and its managers who have authority to enter into an Agreement with the Beaumont Police Department for towing services and to conduct business in accordance with the terms of this Agreement, and its employees.

RESPONSE TIME

The period of time from an operator’s notification of a call by Beaumont Police Department Dispatch to the arrival of the tow truck at the location requested.

SUSPENSION

Removal of an operator from the rotation tow list for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION

Permanent removal of a tow operator from the rotation tow list for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the Rotation Tow Program.

TOW TRUCK

A tow truck as defined in Section 615(a) of the California Vehicle Code. Also includes “roll-back carriers” and wheel lift vehicles.

TOW SERVICE AGREEMENT

A document which sets forth the terms and conditions of an Agreement between the operator and the Beaumont Police Department.

ATTACHMENT “B”

1. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT:

- A. See Attached CHP 243B Form
- B. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.
- C. Towing Limitations
 - 1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).
 - 2) The truck must meet all applicable state and/or federal standards.
 - 3) The front axle load must be at least 50% of its normal or unladen weight after the load is lifted.
- D. Identification Labels. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.
- E. Recovery Equipment Rating. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
 - 1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
 - 2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.
 - 3) 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. Safety chains shall be rated at no less than the rating specified by the OEM.
 - 1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or under lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

- 2) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.
 - 3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.
- G. Control/Safety Labels. All controls shall be clearly marked to indicate proper operations, as well as any special warnings or cautions.
- H. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the Vehicle Code.
- I. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are 12 or more wires broken in lay length, or where there is other visible evidence of loss of strength.

