

**ARROYO GRANDE POLICE DEPARTMENT
TOWING PROGRAM**

I. PURPOSE AND INTENT

This Towing Program is established to set forth standards to provide for a method of establishing a towing program whereby a towing service company can be designated the exclusive police tow service provider for the Arroyo Grande Police Department (AGPD). The AGPD desires to ensure the availability of prompt, efficient and reliable police towing services in emergency or arrest situations and in the removal of vehicles that are abandoned, involved in an accident, or constitute an obstruction to traffic because of mechanical failure within the City of Arroyo Grande (City).

It is the purpose and intent of this Towing Program to provide a fair and impartial means of requesting bid proposals for police towing services from qualified tow companies (hereinafter called "Operator") and to ensure that police towing service is prompt and reasonably priced and in the best interests of the public as well as the interest of efficient policing operations for the removal of vehicles from public property. Agreements entered into by the City pursuant to this Towing Program shall be exclusive based upon a review of the bids submitted that are consistent with the specifications of the AGPD.

II. OPERATOR AGREEMENT AND TOWING PROCEDURE.

- A. The City may enter into an Agreement with an Operator to provide exclusive towing service for the AGPD pursuant to the terms of this Towing Program.

- 8. The Operator shall be available on a 24-hour, 7-day a week basis and the area of availability of such service shall be within the incorporated City limits. The Operator shall provide a 20-minute response time. In the event the Operator is unable to respond or will be delayed, AGPD Dispatch shall be notified immediately and another tow service company may be requested by the AGPD.

III. RATES AND FEES.

1. Based upon the rates submitted, the Chief of Police or his/her designee shall determine the lowest reasonable bid that is consistent with the requirements of the AGPD.
 - a. A reasonable rate shall be not in excess of 115% of the average of rates charged for similar services by all competitive bids submitted by the Operators.
2. The rates shall apply to **all** vehicles towed at the request of the AGPD, whether or not a CHP Form 180 is completed, **including vehicles towed at the driver's/owner's request if the driver/owner does not specifically request the contract Operator.** For example, a vehicle involved in a traffic collision may be towed at the request of the driver/owner because the driver/owner has no preference for a specific Operator, but a CHP Form 180 would not be completed. **The AGPD rates shall apply to that vehicle.**
3. The rates submitted shall be all-inclusive based upon the type of towing service, e.g. light, medium or heavy duty.
8. An Operator who submits a rate that is determined by the Chief of Police or his/her designee to be unreasonable shall be allowed to re-submit rates only one time.
 1. If the re-submitted rate is determined to be unreasonable, the Operator shall be disqualified until the next enrollment period.
 2. The Operator shall be provided with written notification regarding disqualification within thirty (30) days.
- C. Rate requirements represent the maximum the Operator may charge. The Operator is not precluded from charging less when deemed appropriate by the Operator.
 1. These requirements shall not be construed as requiring a charge if an Operator would not normally charge for a specific service.
- D. In an effort to remain competitive in the open market, the Operator may lower retail rates at any time by notifying the AGPD. When the Operator lowers the retail rate, that retail rate becomes the Operator's new approved rate. Operators may raise rates for non- AGPD calls at any time.

- E. Any Operator who charges rates above the submitted rates for an AGPD call shall be in violation of the Agreement and subject to disciplinary action up to and including termination of the Agreement.
- F. No Operator or employee shall refer to any rate as a required or "AGPD Rate."
- G. The approved schedule of rates charged by the Operator shall be available in the tow vehicle and shall be presented upon demand to the vehicle owner/agent for whom the tow service was provided or to any AGPD member at the scene.
- H. There shall be no additional charge for moving, e.g. driving, towing, pushing or utilizing a forklift a stored vehicle from inside an Operator's storage yard to the front of the business establishment.
- I. Operators may only raise rates during the RFP period or upon approval after a mid-term agreement review.
- J. The rate for towing service shall be computed from portal to portal when a vehicle is towed to the Operator's storage yard.
 - 1. Portal to portal is defined as follows: Time shall start from either the point of dispatch or upon departure from the place of business, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or completion of the call, if any other call is pending, whichever is shorter.
 - 2. The time expended for towing a vehicle back to the Operator's storage yard shall be charged at a rate not to exceed the hourly rate. Time expended in excess of the hourly rate shall be in no more than one-minute increments. There shall be no additional charges for mileage, labor, etc.
- K. The Operator may charge up to a one-hour minimum per call on AGPD response calls.
- L. The Operator may submit two tow rates to the AGPD: One rate for calls originating during normal business hours and another rate for calls originating after normal business hours.
- M. The Operator shall base towing charges upon the class of vehicle being towed regardless of the class of tow vehicle used, except when the vehicle recovery operation requires a large class tow vehicle.

1. The Operator shall only provide bids on the type of towing service, i.e. light, medium or heavy duty, that the Operator can provide with his/her own company. As such, based upon a review of the bids, it may be necessary to determine one designated Operator for light and medium duty towing service and another designated Operator for heavy duty towing service.
- N. Fees for special operations shall be reasonable and consistent with industry standards for similar operations. -
- O. Storage Fees
1. The Operator shall submit proposed storage fees for inside and outside storage to the AGPD. The Chief of Police or his/her designee shall determine the reasonableness of the storage fees for inside and outside storage based upon the average of the proposed storage fees submitted.
 - a. Fees charged for storage of a vehicle originating from the AGPD shall be reasonable and not in excess of 115% of the average of rates charged for similar storage services by all competitive bids submitted by the Operators.
 - b. The Operator shall display in plain view at all cashiers' stations a sign as described in Section 3070(d)(2)(E) of the Civil Code disclosing all storage fees and charges in force, including the maximum storage rate.
 - c. Vehicles stored 24 hours or less shall be charged no more than one-day storage pursuant to Section 3068.1(a) of the Civil Code. Each day thereafter may be calculated on a full calendar-day basis, pursuant to Section 3068.1(a) of the Civil Code.
 - d. Inside storage fees shall only be charged when inside storage is requested by the AGPD, registered owner, legal owner, insurance company, or when inside storage can be reasonably justified by the Operator.
- P. AAA Rates
1. If an AGPD tow and/or storage involves a vehicle subject to special tow and/or storage rates, e.g. AAA or a similar company requested by the driver/owner, the tow and/or storage rate shall not exceed the rate established by AAA or a similar company.

Q. Collusion

1. The Operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other Operator and/or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the Towing Program agreement that would bring about any unfair condition that could be prejudicial to the AGPD or the public.
2. A finding by the AGPD that any Operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the Towing Program agreement with that Operator. Any Operator or applicant found to be involved in any act, or attempted act, of collusion shall be disqualified from participation in all AGPD tow lists for the current term of the Agreement, plus three (3) years.

R. In accordance with this Towing Program, the Agreement shall provide that the Operator shall pay to the City a fee **for each vehicle towed for which a CHP 180 Form is completed.** This fee shall be calculated so as to be consistent with the requirements of California Vehicle Code Section 12110(b) which permits the City to collect a fee to recover its actual and reasonable costs incurred in connection with its towing service program. As of February 12, 2010, such fee shall be \$62/vehicle towed **for which a CHP 180 Form is completed** under the terms of the Towing Program and Agreement.

1. Fee payments shall be made on a quarterly basis to the Director of Administrative Services for the City of Arroyo Grande, payable no later than the 15th calendar day of the month following the close of each preceding quarter.

IV. STORAGE OF VEHICLES

- A. The Operator shall store all impounded/stored vehicles, together with all accessories, equipment, and personal property located on or in each vehicle, in a storage facility approved by the AGPD and within reasonable driving distance from the City. Such storage facility shall contain a minimum of 25 vehicle storage spaces.
- B. The Operator shall maintain minimum operating hours for the storage facility of Monday through Friday, 8:00 AM to 5:00 PM, except legal holidays. An attendant responsible for arranging the release of vehicles to the public shall be present in person or on call during those days and times to respond to police requests and to assist the public in obtaining vehicles within a reasonable time.

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- C. Provisions will be made for the adequate off-street security of vehicles and property at the place of storage. As a minimum, a 6- foot high fenced or enclosed area shall be provided.
- D. The Operator shall take any and all reasonable measures necessary to prevent theft or damage to vehicles and the accessories, equipment, or other personal property on or in them while in the storage facility.
- E. **At the discretion of the vehicle owner**, the Operator shall repair damage to a vehicle that occurs while the vehicle is under his/her control or shall reimburse vehicle owners for such damage **if such damage is caused by the action(s) of the Operator**. "Damage" includes, but is not limited, to body damage such as dents, paint damage, and chrome damage; transmission damage; undercarriage damage caused by unreasonable towing procedures; and cut, broken, removed or damaged accessories and wires caused by unreasonable towing procedures.
- F. Vehicles that are impounded as evidence shall be stored in a secure area and under conditions approved by the AGPD. The storage area shall be protected against access by persons not authorized by the AGPD. The AGPD shall retain sole custody of the lock mechanism used to prevent unauthorized access to vehicles impounded as evidence.
 - 1. At the reasonable discretion of the AGPD, the Operator agrees to tow a vehicle impounded as evidence to an alternative secure storage facility, e.g. the San Luis Obispo County Sheriff's Department. The Operator shall be entitled to charge all reasonable towing fees associated with towing a vehicle impounded as evidence to an alternative secure storage facility.
- G. The Operator shall take all reasonable precautions required by the AGPD to avoid damage to any evidence in or on a vehicle, e.g. fingerprints, stains, or forensic evidence.
- H. The Operator agrees to reduce or waive towing and/or storage fees when reasonably requested by any AGPD supervisor of the rank of Police Sergeant or above. Such request shall generally be limited to the towing of City or AGPD vehicles and the towing and storage of other vehicles as a result of a mistake or error by a City or AGPD member.
- I. **The Operator agrees to hold the registered owner of a vehicle impounded as evidence by AGPD responsible for all towing and impound/storage fees, including towing fees created by towing a vehicle to an alternative secure storage facility outside the City.**

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- J. The tow service will provide a receipt with a copy placed in the stored vehicle whenever any item is removed from that vehicle and taken to another place of storage.
- K. **Only upon approval from the AGPD and with AGPD present** shall the Operator release personal property from a vehicle ***impounded for evidence or investigation. The personal property shall only be released to the person approved by the AGPD.***
1. There shall be no charge for the release of personal property during normal business hours as per California Vehicle Code Section 22851(b). Pursuant to Section 22851(b) of the California Vehicle Code, an Operator may charge a release fee for property released after normal business hours that shall not exceed one-half the hourly tow rate charged, or less, for initially towing the vehicle.
 2. Personal property is considered to be items that are *not* affixed to the vehicle.
 - a. Personal property includes: papers, transportable cellular telephones, portable stereo equipment, clothes, luggage, tools, etc.
 - b. Personal property from a *stored* vehicle shall be released upon request of the vehicle owner or agent.
 3. Cargo shall be released upon demand of the carrier or pursuant to a court order.
 4. No lien shall be attached to any personal property in or on the vehicle, pursuant to Section 22851(b) of the California Vehicle Code.
- L. All vehicles towed and stored by the AGPD shall be made available by the Operator to the owner of the vehicle or his/her representative, any insurance agent, insurance adjuster, or any body shop or car dealer for the purpose of estimating or appraising damages, ***except vehicles impounded as evidence.***
- M. All vehicles towed and stored as a result of an AGPD request shall be towed directly to the Operator's storage lot unless the AGPD or other person legally responsible for the vehicle requests that it be taken to another location.
- N. The Operator shall not proceed with any repair work on a vehicle or place any charges against a vehicle other than those required for towing and storage at the request of the AGPD, unless authorized by the vehicle owner or his/her designated agent.

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- 0 The Operator shall keep a written record of every vehicle stored for a period longer than 12 hours, pursuant to Section 10650(a) of the California Vehicle Code.
 1. Such record shall contain the name and address of the person storing or requesting the tow, the names of the owner and driver of the vehicle (if reasonably ascertainable) and a brief description of the vehicle (make, model, license plate and any vehicle damage) pursuant to Section 10650(b) of the California Vehicle Code.

V. RECORDS

- A The Operator will maintain records of towing and storage services furnished at the Operator's primary business office. Records for each call shall indicate the description of each vehicle, the nature of service, start time, end time, location of call, itemized costs of towing and storage and tow vehicle driver's name and tow vehicle used. If Form CHP422A, Notice of Stored Vehicle, is not received within one week from the date of storage, the Operator must contact the AGPD. The Operator's lien for towing and storage is contingent upon the required notice being forwarded to the legal and registered owners of such vehicle. The Operator will comply with Section 10652 of the California Vehicle Code in reporting the storage of vehicles over 30 days.
- B. When disposing of unclaimed vehicles, the Operator shall abide by all applicable California Civil Code regulations and requirements.
- C. Upon specific request from the AGPD, or at least on a quarterly basis on or before the 15th calendar day of the month following the close of the preceding quarter, an Operator shall submit a report to the Chief of Police and/or the Administrative Services Director which shall include the following: -
 1. Total calls for police tows and storage/impounds.
 2. Location of the calls.
 3. Number of vehicles towed and stored/impounded.
 4. License number, make and model of each vehicle towed or stored/impounded.
 5. Date of release of each vehicle.
 6. Person or firm to whom the vehicle was released.
 7. Charges imposed and proceeds received.
 8. Number of vehicles sold on lien sale under authority of Section 3072, California Civil Code and reporting such lien sales as per authority of Section 22851.2 of the California Vehicle Code.

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9. Number of vehicles sold under authority of Section 3073, California Civil Code (under \$200 value).
 10. Names and addresses of buyers and descriptions of vehicles when sold.
 11. Total price and net price the Operator received from each vehicle disposed of by lien sale.
- D. Operators shall maintain all records related to police tows and storage/impounds under the Agreement for a period of three (3) years. Such records shall include, but are not limited to:
1. Information described in Section V. A through C.
 2. Vehicle impound reports (CHP 180).
 3. Copies of registered letters to vehicle owners.
 4. Charge sheets that list police tow, labor and storage fees charged against each vehicle and administrative fees collected on behalf of the City or the AGPD. Charge sheets must contain the signature of the vehicle owner or legal representative and be available for reasonable periodic data collection.
 5. Inventory list of personal property in each vehicle impounded or stored.
 6. Record of all vehicles sold under authority of California Civil Code Section 3074.
 7. Record of all vehicles sold under authority of California Civil Code Section 3072.
- E. All required reports and records shall be furnished at the sole expense of the Operator and shall be submitted on computer disk, or by modem, in a format compatible with the City computer system at no additional charge to the City.
- F. All Operator records shall be subject to periodic inspection without notice during normal business hours by AGPD personnel.
- G. All reports provided by the Operator pursuant to this Towing Program shall be signed under penalty of perjury by a responsible official representing the Operator that the report is complete and true.
- VI. FINANCIAL INTEREST
- A. No Operator or applicant shall be directly involved in the towing-related business of any other Operator or applicant in the AGPD Towing Program.

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- B. The sale or transfer of the controlling interest in a company shall immediately terminate the Agreement. A new owner may apply for the Towing Program at any time during the remainder of the current Agreement term regardless of the open enrollment period.

VII. OPERATION

- A. Operators and tow vehicle drivers will be sufficiently capable to ensure safe and proper discharge of their service responsibilities.
 - 1. Operators applying for the Towing Program shall have a minimum of three (3) verifiable years of for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for the towing list.
 - a. The three (3) verifiable years of for-hire towing experience shall be decided by the AGPD.
 - 2. Operators and owners who do not meet the three (3) verifiable years of for-hire towing experience may be considered for the towing list if a full-time manager is employed who possesses three (3) verifiable years of for-hire towing experience as an owner, principal or full-time manager.
 - a. The three (3) verifiable years of for-hire towing experience as an owner, principal or full-time manager shall be decided by the AGPD.
 - b. Management experience shall be decided and qualified by the AGPD as an individual with general powers that reasonably infers that the individual so designated is vested with the general conduct and control of his/her employer's business or an individual who has charge and control of a business and is vested with a certain reasonable level of discretion and independent judgment.
 - c. If a manager ceases to be employed by an Operator, the Agreement shall be terminated until a new manager is approved by the AGPD.
- B. Operators and tow vehicle drivers will be properly licensed in accordance with the requirements of the California Vehicle Code.
- C. Tow vehicles will be maintained in compliance with the applicable California Vehicle Code Sections and the California Revenue and Taxation Code.
 - 1. The Operator shall arrange with the AGPD or the CHP for inspection of new and/or replacement tow vehicles prior to placing them in service.

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2. The Operator must equip each tow vehicle in compliance with Section 27700(a) of the California Vehicle Code. This Section of the California Vehicle Code requires the driver of the tow vehicle to remove all glass and debris deposited upon the roadway by the disabled vehicle.
 3. The Operator must comply with Section 27907 of the California Vehicle Code regarding signs on tow vehicles.
- D. An Operator on the AGPD towing list is required to have an ample supply of highway flares in each tow vehicle. Flares used by a tow vehicle prior to the arrival of the AGPD will be replaced by the AGPD.
- E. All tow vehicles must be equipped with two-way radios between the tow vehicle and the Operator's dispatch personnel.
- F. A request from the AGPD for any type of towing services shall not be accepted unless:
1. A tow vehicle and competent driver are immediately available.
 2. The specific rig and/or equipment requested is/are immediately available.
- G. In the event there is to be a delay in responding to the call, such fact shall be made known to the AGPD so that a determination may be made if the call should be directed to another towing company. Deliberately providing misleading information shall result in disciplinary action. If the Operator will be unavailable for any extended period of time, the AGPD must be notified.
- H. AGPD calls shall not be referred to nor accepted from another towing agency unless requested to do so by the AGPD. If the Operator cannot respond, the AGPD must be advised. The AGPD will then decide what alternative tow service will be called.
1. If the Operator assigned to an initial call requires assistance from an additional towing company, the Operator may, with the concurrence of the AGPD personnel at the scene of the incident, request a specific towing company for additional assistance. Such request shall be routed through the AGPD.
- I. When tow service is requested by the AGPD, then cancelled prior to the vehicle actually being towed, the Operator shall not charge the AGPD. The Operator may collect fees for services from the vehicle owner, if appropriate. (This paragraph does not apply to "owner's request" for services).

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- J. *Unreasonable excessive failures to comply with the response provisions above without reasonable explanation(s) shall result in removal from the towing list, subject to the termination provisions in the Tow Service Agreement.***
- K. If it is determined that the Operator is not needed and is canceled by the AGPD, up to and including arrival at the scene, there shall be no monetary charges. There shall be no monetary charges for standby time that does not result in a tow.
1. If the tow service is canceled by the vehicle's owner or agent prior to the Operator taking possession of the vehicle, there shall be no charges for towing. The Operator shall immediately contact the AGPD and advise of the cancellation.
- L. If an Operator who is not called to a collision comes upon a collision scene where a vehicle or vehicles is/are blocking a roadway or where immediate tow assistance is needed for lifesaving operations, the AGPD officer on scene may direct that Operator to move vehicle(s). The Operator shall provide the assistance as directed. There shall be no charge for this assistance.
- M. The Operator receiving a call shall be certain that it is understood exactly where the accident or incident is located and the type of equipment required before leaving to the call. If there is a question as to this information, the AGPD Dispatch should be contacted at 473-5100. If the tow driver is unable to find the vehicle or accident scene, the driver should use the nearest telephone and request further instruction.
- N. Speed and driving procedure enroute to a tow request must be within lawful limits. Unless an emergency is encountered, no stops should be made enroute to the accident or incident scene. If a delay in response is unavoidable, a reasonable effort should be made to advise the AGPD Dispatch.
1. No flashing or rotating warning lights are to be used enroute to any calls.
- O. All tow drivers should receive and sign a copy of the AGPD storage report from the officer requesting his/her services, as well as to indicate agreement with the inventory in and on the vehicle being towed. The tow driver, upon signing for the inventory of the contents of the vehicle stored by the AGPD, is responsible for this property.

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- P. The AGPD officer at the scene investigating an accident or incident is in charge. Anyone called to the scene will act under his/her direction. Any problems that may arise at the scene may be addressed to the Chief of Police or his/her designee by telephone, in writing, or by appointment in person. An officer at the scene will normally not involve himself/herself in towing techniques, but only in maintaining the security of the incident scene.
1. If two or more towing companies are called to the same incident, distribution of the vehicles shall be at the discretion of the AGPD.
- Q. The Operator is required to have in its possession Transportation Permits that are issued by the Department of Transportation authorizing the movement of extra-legal size loads and/or equipment. Operators of heavy-duty tow vehicles shall obtain permits for movements involving extra-legal size and/or weight. An Operator desiring such a permit should contact the California Department of Transportation Permit Department in San Luis Obispo.
- R. All towing services that will result in road blockage in excess of 30 minutes during a salvage operation and where there will be no AGPD officer in attendance shall have an appropriate encroachment permit obtained at first opportunity. These permits can be secured from the California Department of Transportation or the San Luis Obispo County Road Department, whichever is appropriate.
- S. **ALL VEHICLES TOWED AT THE REQUEST OF THE AGPD FOR WHICH A CHP FORM 180 HAS BEEN COMPLETED MUST BE RELEASED ONLY WITH AUTHORIZATION FROM THE AGPD. All vehicle owners requesting the release of their vehicles shall be directed to the AGPD to obtain the necessary documentation to authorize the release.**

VIII. STANDARD OF CARE

- A. Operators shall warrant and guarantee that all services performed pursuant to an Agreement with the City shall be provided in a manner reasonably consistent with the highest professional standards and shall be performed by qualified, licensed, and experienced personnel. The Operator shall be responsible for the acts employees while on duty. The Operator shall not permit any of the following conditions to occur:
1. Failure to comply with the requirements and provisions of the signed AGPD Tow Service Agreement.
 2. Repeated and/or flagrant violations of the provisions of the California Vehicle Code by the driver(s) or Operator(s).

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3. A pattern of not being available, failure to answer calls, or failure to respond to calls within the required 20-minute time frame.
4. Failure to reimburse the owner for property stolen or lost while under control of the Operator.
5. Failure to maintain reasonably clean and orderly storage facilities.
6. Failure to perform all towing operations in the safest and most expeditious manner reasonably possible.
7. Failure to ensure that all tow drivers who respond to AGPD tows are at least 18 years of age and in possession of current and proper class of license and endorsements for the towed and towing vehicle.
8. Failure to ensure that all tow drivers who respond to AGPD tows are wearing an identifiable uniform, e.g. shirts and pants or coveralls, displaying the company and driver name while engaged in AGPD tows.
9. Failure to ensure that all tow drivers who respond to AGPD tows present a professional personal appearance. An unacceptable personal appearance would include, but is not limited to, unbathed or excessively dirty/torn uniform.
10. Failure to ensure that all tow drivers who respond to AGPD tows are wearing appropriate warning garments, e.g. vests, jackets, shirts or retro-reflective clothing, for daylight and hours of darkness in accordance with California Code of Regulations, Title 8, Section 1598.
 - a. If the tow driver is working on a Federal-aid highway, the driver shall comply with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter 1, Federal Highway Administration, Department of Transportation, Part 634, Worker Visibility that requires high-visibility personal protective safety clothing to be worn that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 (compliance date of November 24, 2008).
11. Failure to comply with the secure storage requirements for vehicles impounded as evidence by the AGPD.
12. Failure to maintain reasonable business records related to AGPD tows.
13. Engaging in unethical business practices.

14. Failure to maintain a current City of Arroyo Grande business license.
15. Failure to participate in and/or comply with the AGPD 72-hour vehicle abatement program.
16. For any reasonably justifiable cause as determined by the Chief of Police or his/her designee.

IX. INSPECTION OF TOW SERVICES

- A. The AGPD shall provide or arrange for not less than one annual inspection of all tow vehicles at no charge to the Operator. The AGPD may_ conduct additional inspections without notice during normal business hours. The Operator shall not dispatch a tow vehicle to an AGPD initiated call that has not been inspected and approved.
 1. Inspection of tow vehicles by the AGPD may be waived when there is documentation of current CHP inspection of the vehicle provided to the AGPD.
- B. Storage facilities for the Operator will be inspected at random to ensure compliance with the applicable provisions of the California Vehicle Code and this Agreement.

X. DEMEANOR AND CONDUCT

- A. While involved in AGPD towing operations or related business, the 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.
 2. Lack of service, selective service, or refusal to provide service that the operator is/should be capable of performing.
 3. Any act of sexual harassment or sexual impropriety.
 4. Unsafe driving practices.
 5. Exhibiting any objective symptoms of alcoholic beverage and/or illegal narcotic use.
 6. Appearing at the scene of an AGPD towing call with the odor of an alcoholic beverage emanating from the driver's or employee's breath.
 - a. The tow driver shall submit to a preliminary alcohol screening (PAS) examination upon demand of the AGPD.

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XI. TOW COMPLAINTS

- A. All AGPD related tow service complaints received by the AGPD against an Operator or the Operator's employees will be accepted and investigated in a fair and impartial manner.
 - 1. The Operator and his/her employees shall cooperate with the AGPD and/or its designated representative during the course of an investigation.
 - 2. As a result of the investigation, the AGPD may remove the Operator from the towing list.
 - 3. The Operator will be notified of the results of all investigations if legally permitted and/or if notification will not jeopardize a criminal investigation in writing within 30 calendar days of the conclusion of the investigation.
- B. Should the filing of criminal charges be a possibility, the AGPD will conduct the investigation to conclusion or assist the lead investigating agency and, if warranted, request criminal prosecution.

XII. COMPLIANCE WITH LAW

- A. The Operator and his/her employees shall at all times comply with federal, state and local laws and ordinances.
- B. Any conviction of the Operator or an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, an illegal drug-related offense, felony driving under the influence of an alcoholic beverage or drugs, misdemeanor driving under the influence of an alcoholic beverage or drugs or moral turpitude should be cause for suspension or removal of an Operator or employee, denial of an Operator's application or termination of the Agreement.
- C. Operators and their employees shall not accept gratuities pursuant to Section 12110(a) of the California Vehicle Code.
- D. Operators and their employees shall not accept a gratuity from a repair shop for the delivery of a vehicle not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Section 12110(c) of the California Vehicle Code.
- E. Operators shall satisfy a court order mandating reimbursement to the vehicle or property owner for damage or loss that occurred while the vehicle or property was in the Operator's custody.
- F. Any Operator or employee arrested/charged with any of the above issues should be suspended until the case is adjudicated.

XIII. COMPLIANCE WITH THE AGREEMENT

- A. The Operator agrees, as a condition of inclusion in the Towing Program, to comply with the terms and conditions of the Agreement. Failure to comply with the requirements of the Program will result in removal as the designated Operator for police tows, subject to the termination provisions in the Tow Service Agreement.
- B. A violation of the equipment requirement related to safety shall be cause for immediate suspension that shall remain in effect until the suspension period is completed and the AGPD has inspected the equipment and determined that the Operator is in compliance.
- C. A violation of intentionally overcharging or a pattern of overcharging shall be cause for immediate suspension that shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer(s) has been provided to the AGPD.
- D. Operators and/or their employees shall not record, e.g. videotape or photograph, a scene unless it is for official use by the tow company for business-related reasons.
 - 1. The AGPD personnel on scene shall determine when an Operator or his/her employee may record a scene for tow-related business reasons.
 - 2. If an Operator or his/her employee is determined to be in violation of this condition, the recording shall be immediately surrendered to the AGPD.

XIV. MID-TERM REVIEW

- A. A mid-term review of the terms and conditions of the existing Agreement may be provided by the AGPD if there is a legitimate and substantial change in conditions or laws impacting the majority of tow service companies in the Arroyo Grande area or the AGPD.
- B. A mid-term review, if granted, will not automatically authorize a change in the terms or conditions of an existing Agreement.
 - 1. It is the responsibility of the AGPD to review the conditions that initially caused the mid-term review and determine if any change in the terms or conditions of the existing Agreement is justified. If the mid-term review is requested by the Operator, it is the responsibility of the Operator to provide the relevant information necessary for the AGPD to review the request.

XV. ADVERTISING

- A. An Operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the AGPD.

XVI. 72-HOUR/ABATEMENT TOWS

- A. The Operator agrees to participate in the AGPD established vehicle abatement program. When a vehicle is found to be in violation of an applicable section of the California Vehicle Code or the Arroyo Grande Municipal Code regarding abandoned vehicles, call out procedures for abatement towing are the same as regular towing with some defined exceptions:
 - 1. Dispatch or any member of the AGPD authorized by the Traffic Unit commander will contact the Operator.
 - 2. A CHP 180 form will be completed by AGPD personnel and delivered to Dispatch after the vehicle has been removed by the Operator.
 - 3. Abatement towing should only be completed during normal business hours.
- B. ***Failure to comply with the requirements of the Towing Program regarding vehicle abatement towing may be considered adequate grounds for removal from the towing list, subject to the termination provisions in the Tow Service Agreement.***
- C. The Operator must respond to an abatement tow request within 24 hours. Under special limited circumstances, e.g. an abandoned vehicle causing a public safety hazard, the Operator must respond as soon as reasonably possible. ***Failure to comply with this requirement of the Towing Program may be considered adequate grounds for removal from the towing list, subject to the termination provisions in the Tow Service Agreement.***