



Dear Tow Truck Operators or Representatives,

The Rocklin Police Department is changing the Rotation Tow Service Agreement. Open enrollment will begin May 1st 2025 and end June 30th 2025. Please see attached Tow Service Agreement and Tow Service Standards. Fill out the attached forms and include a copy of your current insurance coverage and valid CHP Tow Service Agreement for 2025-2026. Please mail or drop off originals to:

Rocklin Police Department
Attn: Sgt. Zack Lewis
4080 Rocklin Road
Rocklin CA 95677

RUSTIN BANKS, Chief of Police
CITY OF ROCKLIN Police Department, 4080 Rocklin Rd. Rocklin, CA 95677
RocklinPD.com | P. 916-625-5400 | F. 916-625-5495 | TTY. 916-632-4093

**TOW SERVICE AGREEMENT
BETWEEN
THE CITY OF ROCKLIN AND _____**

This Tow Service Agreement (the "Agreement") is entered into on _____, by and between the City of Rocklin, a municipal corporation ("City") and _____ ("Tow Operator") who agree as follows:

RECITALS

WHEREAS, the City has received Tow Operator's application for Tow Service Agreement; and

WHEREAS, Tow Operator meets all of the City's requirements to be accepted into the City Tow Service Program, including Tow Operator's certification as an approved Tow Operator with the California Highway Patrol.

AGREEMENT

NOW, therefore, the City and Tow Operator hereby agree as follows:

The City hereby accepts Tow Operator into the City's Tow Service Program. The City agrees to utilize Tow Operator according to the requirement set forth in the Rocklin Police Department Tow Service Standards ("the "Standards") attached as Exhibit A and incorporated herein by this reference, and to pay fees at the rates established by the Standards.

Tow Operator agrees to the following:

- A. **Standards.** Tow Operator agrees that it has reviewed and will abide by the current Standards (Exhibit A), and as the Standards may be amended by the City from time to time. The City will send revised Standards to Tow Operator if the City updates them.
- B. **Driver Qualifications.** Tow Operator will ensure that all of its drivers operating under the City's Tow Service Program shall be qualified and competent to perform the operations required.
- C. **Indemnification.** To the fullest extent permitted by law, Tow Operator shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Tow Operator's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Agreement, except only such loss or damage caused by the sole negligence or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Agreement. Executed as of the date first written above.

- D. **Insurance.** Tow Operator shall maintain the following minimum levels of insurance from an insurance carrier licensed by the California Department of Insurance, or licensed in the state in which Tow Operator's business is located, and is authorized to do business in California:
- i. Minimum Level of Financial Responsibility (as required by California Vehicle Code § 34631.5) - Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B, C, and D shall not be less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
 - ii. Uninsured Motorist – Legal minimum combined single limit.
 - iii. On-Hook Coverage/Cargo - Insuring the vehicle in tow with limits based on the size of the tow truck.
 - Class A tow truck... \$50,000
 - Class B tow truck... \$100,000
 - Class C tow truck... \$200,000
 - Class D tow truck... \$250,000
 - iv. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
 - v. Garage Keeper's Liability – Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.

Tow Operator shall provide proof of insurance for all storage facilities used. Proof of insurance shall be in the form of a certificate of insurance. Tow Operator's insurance policy shall provide for not less than 30 days written notice to the City in the event the insurance policy is cancelled or is due to expire. Failure of Tow Operator to maintain the minimum insurance requirements set forth in the Standards shall immediately result in the removal of Tow Operator from the Program and subject Tow Operator to disciplinary action. Tow Operator shall add the City as additional insured for operations performed for the City's Tow Service Program.

E. **Verification of Insurance Coverage.** Tow Operator shall furnish the City of Rocklin with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Rocklin before work begins. All certificates and endorsements are to be received and approved by the City of Rocklin at least five days before Tow Operator commences activities.

F. **Independent Contractor Status.** Tow Operator shall, during the entirety of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, joint venture relationships, or to allow the City to exercise discretion or control over the professional manner in which Tow Operator performs the work or services that are the subject matter of this agreement; provided however, that the work or services to be provided by Tow Operator shall be provided in a manner

consistent with the professional standards applicable to such work or services. The interest of the City is to ensure that the work and services shall be rendered and performed in a competent, efficient, timely, and satisfactory manner. Tow Operator shall be fully responsible for payment of all taxes, if any, due to the State of California or the federal government or other entity, that would be withheld from compensation if Tow Operator were a City employee. The City shall not be liable for deductions of any amount or for any purpose from Tow Operator's compensation.

G. Contact Information.

Tow Operator Information:

Name: _____

Business Name (if applicable): _____

Address: _____

Phone Number: _____

Email Address: _____

Motor Carrier Permit Number: _____

City of Rocklin Contact Information:

Police Department Contact: Sgt. Zachary Lewis

Phone Number: (916) 625-5471

Email Address: Zachary.lewis@rocklin.ca.us

After Hour's Emergency Telephone: 916-625-5400

H. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

TOW OPERATOR

CITY

By: _____
[Name, Title]

By: _____
Rustin Banks, Chief of Police

EXHIBIT A

ROCKLIN POLICE DEPARTMENT ROTATION TOW SERVICE STANDARDS
(February 1, 2025)

Rocklin Police Department Rotation Tow Service Standards Dated February 1, 2025

1. TOW PROGRAM ENROLLMENT

Open Enrollment Period. The annual open enrollment period for the Rocklin Police Department Rotation Tow Service Program (Program) is May 1 through June 30.

Eligibility. The Rocklin Police Department will only accept Tow Service Operators (Tow Operator) who have been approved under the current California Highway Patrol (CHP) Tow Service Agreement and have submitted a signed Participation and Tow Operator Certification Form to the Rocklin Police Department.

Pre-enrollment Meeting. During the open enrollment period the Rocklin Police Department shall conduct an open enrollment meeting to discuss the forthcoming Program term and issues concerning the Program.

Applicant Denials. The Rocklin Police Department shall reject an application if an applicant is not currently approved by the CHP. Moreover, should the Applicant or Applicant's designee fail to attend the mandatory open enrollment meeting, the Tow Operator's application for the forthcoming Program term shall be denied. The Tow Operator shall be provided with written notification of the denial and may re-apply during the next open enrollment.

2. TOW SERVICES

Tow Areas. The Rocklin Police Department shall determine the reasonable response time (30 minutes from call), and minimum number of trucks, including, requiring more than one tow truck in each class in areas where rapid response for congestion relief is required.

Rotation Lists. The Rocklin Police Department shall establish a rotation list of tow operators at the end of each enrollment period.

At its sole option, the Rocklin Police Department may maintain separate rotation tow lists for salvage and recovery operations involving large commercial vehicles (e.g., overturned, down an embankment).

Rotation Placement. Generally, after a Tow Operator has been called by the Dispatch Center or Department personnel, they are moved to the bottom of the rotation list and all others on that list move up one position to allow the Dispatch Center to contact the appropriate next in-line tow operator.

Notwithstanding the preceding paragraph, Rocklin Police Department personnel at the scene may request a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently at the top of the rotation tow list. In such an instance, the selected Tow Operator would then go to the bottom of the list and those tow companies which were by-passed, would remain in the same list order.

Rotation Turn. A call to the Tow Operator shall constitute one turn on the list. This includes when the Tow Operator fails to answer the phone, is unable to respond, is unable to perform the

Rocklin Police Department Rotation Tow Service Standards Dated February 1, 2025

required service, is unable to perform the required service within the maximum response time, refuses to respond or provide service, or is canceled due to excessive response time.

Rotation Turn Exceptions. In the following situations where a Tow Operator may have been called and may have responded but has not taken possession of the vehicle, the Tow Operator will be placed back at the top of the list. Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun (Civil Code §3068.1(a) and Vehicle Code §22851 (a) (1) – Note: all statutory references herein are to California law, unless otherwise indicated).

- If the Tow Operator responds to a call and the request is canceled by Rocklin Police Department personnel on the scene prior to the Tow Operator taking possession of the vehicle.
- If the Tow Operator responds to a call and the request is canceled by the vehicle's registered owner or agent prior to the Tow Operator taking possession of the vehicle.

Response to Calls. The Tow Operator shall respond to calls 24 hours a day, seven (7) days a week, within the maximum response time limits established by the Rocklin Police Department and:

- Shall respond with a properly equipped tow truck of the class required to tow the vehicle, provide service, and be in possession of the appropriate class of license and applicable endorsements and permits. Any applicable permits (e.g., load variance, oversize) shall be valid and maintained in the tow truck.
- Shall advise Rocklin Police Department Dispatch, at the time of notification, if it is either unable to respond or unable to meet the maximum response time. If, after accepting the call, the Tow Operator is unable to respond or will be delayed in responding, the Tow Operator shall immediately notify Rocklin Police Department Dispatch. A failure to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements, without justification, shall result in disciplinary action as explained in Section 6, "Disciplinary Action" below. Notwithstanding the preceding sentence, and at the Rocklin Police Department discretion, the Rocklin Police Department may suspend the operator or send the operator a notice of default should the operator appear to develop a pattern of failing to respond to calls that may require an impound and/or storage of property.
- If service, other than towing, recovery, and load salvage, is canceled by the vehicle's registered owner or agent, no lien shall arise for the service unless the Tow Operator has presented a written statement to the vehicle's registered owner or agent for the signed authorization of services to be performed pursuant to Civil Code § 3068(a).
- Shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed, or initiated and subsequently canceled.
- The Rocklin Police Department may establish a policy which allows the Tow Operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call. If two or more Tow Operators are called to the same incident, distribution of the vehicles shall be at the discretion of the Rocklin Police Department or representative in charge of a scene.

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- When the Tow Operator is temporarily unavailable to provide services due to a pre-planned or scheduled activity, the Tow Operator shall notify the Rocklin Police Department Dispatch at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- Only the Tow Operator's personnel and equipment that are requested shall respond to a call (e.g., tow truck driver bringing family or friends, children, or animals, is not allowed). An exception would be responding including a tow truck driver trainee accompanying an approved rotation tow truck driver only if approved by, and documentation of tow truck driver training has already been submitted for the trainee to the CHP.
- Shall not respond to a call assigned to another Tow Operator or re-assign a call to another tow operator, unless requested to do so by Rocklin Police Department Dispatch.
- Shall not over-respond to a call with personnel and equipment that was not requested by Rocklin Police Department Dispatch. There shall be no additional charge for any personnel or equipment which is not necessary to perform the required service. Any additional personnel or equipment shall be approved by the Rocklin Police Department or representative on scene.
- There may be times when the Tow Operator assigned the initial call may require assistance from an additional Tow Operator. The assigned Tow Operator may, with the concurrence of the Rocklin Police Department or representative in charge of a scene, request a specific Tow Operator for additional assistance. The Tow Operator's request shall be routed through the Rocklin Police Department or representative in charge of the scene.
- There may be times when the Tow Operator, who was not called to the scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the Rocklin Police Department or representative in charge of a scene, requests assistance in clearing the roadway. In such a case, the Tow Operator may be requested to move the vehicle to a safe location and leave it. There shall be no charge for this assistance and the assistance provided shall not change the Tow Operator's place in the rotation.

3. TOW OPERATORS

General. The Tow Operator shall be a certified CHP tow operator in Placer County. The Tow Operator shall ensure that its drivers and managers shall meet the qualification and standards established by the current CHP TSA. Proof of qualifications shall be documented by CHP and provided to the Department upon request.

Business. The Tow Operator's place of business must adhere to the following standards:

- Have a sign which clearly identifies it to the public as a tow service, is clearly visible to the public from the street, and shall be visible at night.
- Post business hours and towing fees in plain view to the public and a "Towing Fees and Access Notice" shall be posted and readily available to the public per Vehicle Code §22651.07(a)(1)(A) and conform to §222651.07(e).

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- “Normal business hours” shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for City-approved and State-approved holidays. If the business closes for lunch hour and/or breaks, a sign shall be posted which reflects the closure and an on-call phone number provided.
- Be sufficiently staffed to allow customers to talk face-to-face with a tow company’s owner, manager, or employee during normal business hours. Should the business be closed for the lunch hour, customers may use the on-call number provided and the Tow Operator shall respond in-person immediately to release property or a vehicle.
- Maintain business records relating to tow services, personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, and Federal Communication Commission licensing (if applicable) for at least three years.
- Customer invoices shall contain the required itemized information pursuant to Vehicle Code §22651.07(g) such as vehicle description, service description, service vehicle number and classification, tow truck driver’s name, start time, end time, location, and the itemized costs of towing and storage, and shall contain the required declaration regarding Towing Fees and Access Notice in the manner and formatting pursuant to Vehicle Code § 22651.07(a)(1)(B)(3).

Financial Interest. The Tow Operator may not hold a financial interest in a competing tow company operating within the same rotation tow areas where the Tow Operator is directly involved in the competing tow company. Moreover, the Tow Operator shall not share equipment with any other Tow Operator or applicant involved with the Program (excluding equipment which may be unavailable due to repairs or equipment replacement).

The sale or transfer of the controlling interest in the Tow Operator’s company shall immediately suspend Tow Operator’s participation in the Program. A new owner may reapply for reinstatement at any time during the remainder of Program’s annual term provided the Tow Operator has been reinstated by CHP and/or remains in good standing.

Storage Yard. The Tow Operator shall be responsible for the safekeeping of all vehicles stored or impounded at the Rocklin Police Department request including the prevention of theft of the vehicle or its contents or vandalism to the vehicle. At a minimum, a permanent, securely fenced or enclosed storage area shall be provided of an adequate size for the proper storage of vehicles.

All towed and impounded vehicles shall be stored at single location. A Tow Operator may have a secondary storage yard that may be used if the primary storage yard is full, provided that the secondary storage yard is located reasonably close to the business address. There shall be no charge to the vehicle’s owner/agent for towing a vehicle from a secondary storage yard to the primary storage yard.

Prior to the use of a new storage yard, the Tow Operator shall obtain approval from CHP for use of the storage yard.

Storage yards rented or leased by the Tow Operator shall only be approved if the storage yard space is charged using a flat monthly rate rather than on a vehicle-by-vehicle basis or a combination thereof. Storage yards shared by Tow Operator and another tow company or other

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business establishment not owned by the Tow Operator shall be physically separated and secured from each other.

Property Release. The Operator's employees shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.

Upon approval from the Rocklin Police Department, the Operator or its employee shall release a vehicle or personal property from a vehicle which has been stored/impounded by the City at the request of the vehicle's registered owner or agent (personal property is considered to be items which are not affixed to the vehicle). A receipt shall be provided for the removed property, with a copy placed in the stored vehicle. This procedure shall also apply to the removal of property by the Operator or its employee to a secured area within the business.

If a dispute results between the Operator and the owner of the vehicle regarding release of property, the owner of the vehicle should be directed to contact the City to obtain a written authorization to allow the release of the property.

Personal property and/or the vehicle shall be released at the primary storage facility. Personal property or a vehicle release from a secondary storage facility shall only be granted if it's acceptable to the vehicle's registered owner or agent. No fee shall be charged for the release of a vehicle or personal property during normal business hours pursuant to Vehicle Code § 22851(b) and § 22651.07(c)(1). The maximum charge for a non-business hour release of a vehicle or personal property shall be one-half the hourly tow rate charged, or less, for initially towing the vehicle pursuant to Vehicle Code § 22851(b). No lien shall attach to any personal property in or on the vehicle pursuant to Vehicle Code § 22851(b).

The Operator shall keep a written record of every vehicle stored for a period longer than 12 hours pursuant to Vehicle Code § 10650(a). The 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 ascertainable), and a brief vehicle description including the make, model, license plate number, and a description of any vehicle damage pursuant to Vehicle Code § 10650(b).

Tow Truck Drivers. The Tow Operator shall ensure tow truck drivers responding to calls initiated by the Rocklin Police Department are competent and have completed a CHP Tow Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program within the past five (5) years. These requirements shall be established by CHP Policy and may be amended during the term of this Program. The Operator shall maintain a current list of drivers.

Tow truck drivers shall:

- Perform all towing and recovery operations in the safest and most expedient manner possible.
- Be at least 18 years of age.
- Possess the proper class of license and endorsements for the towed and towing vehicle. Tow Operators possessing a Class B, C, or D license may maintain a position on a lighter class rotation list, provided the tow truck meets the equipment specifications for that class of operation.

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- Maintain a professional appearance and wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and driver's name and also wear appropriate warning garments (e.g., vests, jackets, shirts, retro-reflective clothing) for daylight and hours of darkness in accordance with California Code of Regulations, Title 8, Section 1598. If the tow truck driver is working on a Federal-aid highway, the Operator shall comply with all applicable federal laws and regulations.

Demeanor and Conduct. While involved in Program or related business, the Tow Operator and its employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:

- Rude or discourteous behavior such as: talking down to someone, using offensive language, making demeaning or intimidating comments.
- Lack of service, selective service, or refusal to provide service which the Tow Operator is capable of performing.
- Unsafe driving practices.
- Exhibiting any objective symptoms of alcohol or drug use. The Tow Operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the City if an odor of an alcoholic beverage is detected.
- Any act of sexual harassment.
- Any illegal acts.

Any conviction of the Tow Operator or its employees including, but not limited to, fraud related to the towing business, stolen or embezzled vehicles or property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude may be cause for suspension or removal of the Tow Operator and/or the employee from participation in the Program.

Tow Truck Classifications and General Equipment. The Tow Operator shall equip and maintain its tow trucks in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the specifications contained in this Program, and in a manner consistent with industry standards and practices. Tow truck and car carrier classifications enumerated below are based on the truck chassis' Gross Vehicle Weight Rating (GVWR) under the classification system used by the American Trucking Association.

Special Equipment: Truck with 4-Wheel Drive. GVWR under 14,000 pounds.

Class A: Light Duty. GVWR of at least 14,000 pounds.

Class B: Medium Duty. GVWR of at least 33,000 pounds.

Class C: Heavy Duty. GVWR of at least 52,000 pounds.

Class D: Super Heavy Duty. GVWR of at least 54,000 pounds.

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

Insurance. The Tow Operator shall maintain the following minimum levels of insurance from an insurance carrier licensed by the California Department of Insurance, or licensed in the state in which the Tow Operator's business is located, and is authorized to do business in California:

- Minimum Level of Financial Responsibility (as required by Vehicle Code § 34631.5) - Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B, C, and D shall not be less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

- Uninsured Motorist – Legal minimum combined single limit.

- On-Hook Coverage/Cargo - Insuring the vehicle in tow with limits based on the size of the tow truck.

Class A tow truck... \$50,000

Class B tow truck... \$100,000

Class C tow truck... \$200,000

Class D tow truck... \$250,000

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

- Garage Keeper's Liability – Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.

Tow Operators shall provide proof of insurance for all storage facilities used. Proof of insurance shall be in the form of a certificate of insurance. The Tow Operator's insurance policy shall provide for not less than 30 days written notice to the City in the event the insurance policy is cancelled or is due to expire. Failure of the Tow Operator to maintain the minimum insurance requirements set forth in the Standards shall immediately result in the removal of the Tow Operator from the Program and subject the Tow Operator to disciplinary action. Tow Operator shall add the City as additional insured for operations performed for the City's Tow Service Program.

4. RATES, FEES AND PAYMENTS

Rate Schedule. Fees charged for calls originating from the Rocklin Police Department shall not exceed the maximum rates as established by the California Highway Patrol (CHP) website. The rates shall not apply if the Tow Operator responds to a call in a location where towing rates for all tow companies are established by an Official Police Garage or city/county ordinance pursuant to Vehicle Code § 21100(g).

The maximum rates shall remain firm during the current Tow Program period. Notwithstanding the preceding sentence, should the CHP accept and approve any rate changes, the new

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maximum rates will be automatically incorporated and posted to the CHP website. The CHP shall notify the Tow Operators of any changes and instruct the Tow Operators to download the rate schedule. A copy of the rate schedule then in-effect shall be carried in each tow vehicle and upon request, be made available to the vehicle owner/agent for whom the tow service was provided or any Rocklin Police Department representative at the scene.

If the Tow Operator charges rates above the established maximum rates, the Tow Operator shall be subject to disciplinary action. Conversely, nothing in the Rocklin Police Department Tow Service Standards precludes the Tow Operator from charging a lower rate when the Tow Operator deems it appropriate or from foregoing the charge if the Tow Operator would not normally charge for such a service.

Collusion. The Tow Operator shall not conspire, attempt to conspire, or commit any other act of collusion with any other Tow Operator for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to The Tow Service Standards that would bring about any unfair condition which could be prejudicial to the Rocklin Police Department the motoring public, or other operators. A finding by the Rocklin Police Department that the Tow Operator has been involved in collusion shall be cause for denial of an application or shall nullify this Contract. If the Tow Operator is found to be involved in any act, or attempted act of collusion it shall be disqualified from participation on all Rocklin Police Department rotation tow lists for the current term, plus three years.

Tow Fees. The rate for towing should be computed from portal to portal when a vehicle is towed to the Tow Operator's storage yard. 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 another call is pending; whichever is shorter.

Time expended for towing a vehicle back to the Tow 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 calculated in no more than one-minute intervals. There shall be no additional charges for mileage. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored vehicle from inside the Tow Operator's storage yard to the front of the business establishment.

A clear itemized and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Vehicle Code § 22651.07(e)(7). The Tow Operator may submit two retail hourly tow rates: one rate for calls originating during normal business hours and one rate for calls originating after business hours.

The Tow Operator shall base towing charges upon the class of vehicle being towed regardless of the class of tow truck used.

The Tow Operator or its employees shall not refer to any rate as a required or "City rate".

Service Calls. The Tow Operator may charge up to a 30-minute minimum per call for any service call which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer or returned to the Tow Operator's storage yard. Rates for a service call (out-of-gas, lockouts, tire changes, etc.) should be from portal to end of service.

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Charges in excess of a 30-minute service call may be charged in no more than one-minute increments.

A clear, itemized and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to CVC § 22651.07(e)(7). If service cannot be performed safely at the vehicle's location, the vehicle may be moved to safe location to perform the service at the service call rate. Fuel charges for gasoline dispensed on out-of-gas service calls shall be at the prevailing market rate.

Fees for special operations shall be reasonable and consistent with industry standards for similar operations. Hourly rates shall be established for auxiliary and contracted equipment (e.g. airbags, converter gear/dolly, additional trailers, fork lifts, front loaders, low-boy trailers, rotators). A Tow Operator shall submit a marked-up rate (percentage of the cost to the Tow Operator) for rental equipment and labor not otherwise listed on the CHP 234A, Rotation Tow Listing Application.

If the Tow Operator performs a service for which a required rate was not submitted and approved, the Tow Operator shall only be entitled to charge for the actual cost of that service plus a markup rate not to exceed 10 percent.

If the Tow Operator has been called and responded but has not taken possession of the vehicle, there shall be no charges.

Storage Fees. A vehicle stored or impounded 24 hours or less shall be charged no more than one-day storage pursuant to CC § 3068.1(a). If the vehicle is released from storage after 24 hours has lapsed, charges may be allowed on a full, calendar-day basis for each day of storage, or portion pursuant to CC § 3068.1(a). Storage of vehicles in combination should be charged a per vehicle rate except for dollies, con-gear, vehicle on a car carrier/trailer, etc. Dollies and con-gear, not in combination, may be charged a storage rate not to exceed Class A storage fees.

Inside storage fees shall only be charged when inside storage is requested by the Rocklin Police Department, registered owner, legal owner, insurance company, or when the inside storage can be justified by the Tow Operator.

The Tow Operator shall display in plain view at all cashiers' stations, a sign as described in CC § 3070(d)(2)(E), disclosing all storage fees and charges in force, including the maximum storage rate.

Forms of Payment. A valid bank card, credit card, or cash payment shall be accepted for payment of towing and/or storage pursuant to CVC § 22651.1 and § 22651.07(c)(5).

5. GENERAL PROVISIONS

Advertising. The Tow Operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the Rocklin Police Department or the Department of Motor Vehicles.

Recordings. Tow Operators shall not record via video or photograph any vehicle or its surroundings when the vehicle is located within the boundaries of a crime scene unless it is for

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official use by the tow company for business-related reason and must first get approval from the Rocklin Police Department or representative on the scene.

6. COMPLIANCE

Laws and Regulations. The Tow Operator or its employees shall, at all times, comply with federal, state, and local laws and ordinances.

Program Standards. The Tow Operator and its employees shall, at all times, comply with the Rocklin Police Department Tow Service Standards (Standards). Failure to comply with these Standards shall be cause for disciplinary action (i.e., written reprimand, suspension, termination, or denial of an application). The Rocklin Police Department reserves the right to amend the Standards at any time in response to legislative and/or authoritative changes impacting tow services. The Rocklin Police Department shall notify the Tow Operator of any changes and the effective date and update the Standards on its Website.

Inspections. The Tow Operator's tow vehicles and equipment shall be inspected annually to ensure the vehicle is properly equipped and operating in a safe condition. To meet this requirement, the Rocklin Police Department shall accept the CHP inspections of all tow trucks pursuant to its CHP Tow Service Agreement. The Tow Operator shall retain a maintenance log for each vehicle to demonstrate an ongoing safety maintenance program and make the log available to the Rocklin Police Department Division Captain or designee upon request.

The Rocklin Police Department may inspect all Tow Operator business records without notice during normal business hours. The Tow Operator shall permit the City to make copies of business records at its place of business, or to remove business records for the purpose of reproduction.

Tow Complaints. All Rocklin Police Department related tow service complaints against a Tow Operator or its employees, shall be investigated in a fair and impartial manner by the Rocklin Police Department Division Captain or designee and/or referred to the appropriate agency. The Tow Operator or its employees shall cooperate fully with the investigation. The Tow Operator shall be notified in writing of the findings within 30-days of the conclusion of any investigation.

Violations. Alleged violations of Tow Operator's performance under this Program shall be investigated by the Rocklin Police Department. Violations include, but are not limited to, equipment requirements; exceedance of the gross vehicle weight rating and/or safe loading requirements; dispatching non- licensed drivers, drivers with inadequate licensing, non-approved drivers, drivers with new criminal charges, or an unqualified driver; overcharging; improper call response or failure to respond; failed inspections; price-fixing; sustained tow complaints; and an unfavorable status with the CHP or the California Vehicle Tow and Storage Board. Records of violations shall be retained by the Rocklin Police Department for 36 months and may be provided to the CHP at the discretion of Rocklin Police Department.

Disciplinary Action. The Rocklin Police Department shall be the disciplinary body and take disciplinary action against the Tow Operator for sustained violations during the service period according to the disciplinary guidelines below; however, the Rocklin Police Department retains discretion regarding use of immediate suspension and/or the length of any suspension imposed.

Rocklin Police Department Rotation Tow Service Standards Dated February 1, 2025

To determine the appropriate disciplinary action, the Rocklin Police Department may consider all Tow Operator violations within the last 3 years to determine if there is a pattern or escalation of violations.

Violation Order Recommended Disciplinary Action:

First	Written letter of reprimand
Second	30-day Program suspension
Third	90-day Program suspension
Fourth	Program Termination and Disbarment

Tow Operator suspension from the Program applies to all tow lists maintained by the Rocklin Police Department. A suspended or terminated Tow Operator shall be removed from any rotation listing for the duration of the suspension or termination. A change in Tow Operator ownership shall not discharge the disciplinary action.

Nothing in these Standards shall prohibit the Rocklin Police Department from immediately suspending or terminating any Tow Operator whose conduct, in the opinion of the Rocklin Police Department, is deemed to be a danger to the motoring public (e.g., driver is a registered sex offender), or who has engaged in conduct constituting a flagrant violation of the Program. For egregious violations, the Rocklin Police Department may call for immediate suspension pending the outcome of a hearing or appeal.

The Rocklin Police Department shall notify the Tow Operator in writing of the violation and effective date of the pending disciplinary action, and the deadline date for a hearing request. The recommended disciplinary actions do not preclude the Rocklin Police Department from taking the appropriate enforcement or administrative action for any violations of law. All criminal violations shall be referred to the District Attorney's Office.

Hearing. Upon a Tow Operator's request using a prescribed form approved by the Rocklin Police Department, a hearing shall be granted to address any disciplinary action served on the Tow Operator. The hearing shall be conducted by the Rocklin Police Department Captain or designee and shall be held as soon as practicable, not to exceed ten (10) calendar days of request. The Tow Operator shall be entitled to present all relevant facts and circumstances in support of the Tow Operator's position.

Within five (5) days of the hearing date, the Rocklin Police Department shall notify the Tow Operator in writing of the hearing decision. The Tow Operator shall then have five (5) business days to file an appeal.

Appeal. Upon a Tow Operator's appeal using a prescribed form approved by the Rocklin Police Department, an appeal shall be granted to revisit the hearing decision. The appeal shall be conducted by the City Manager or his/her designee and shall be held as soon as practicable, not to exceed ten (10) business days from the request date. The Tow Operator shall be entitled to restate their position and present any new facts or circumstances that surfaced.

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Within five (5) days of the hearing date, the Rocklin Police Department shall notify the Tow Operator in writing of the appeal decision. This decision is final and shall not be subject to further administrative review.

Effective Date of Discipline. Generally, disciplinary action shall not take effect until the hearing and appeal process has been completed and written notification sent to the Tow Operator. Notwithstanding the preceding sentence, should the Tow Operator fail to request a hearing or appeal by the specified deadline or fail to appear at a scheduled hearing or appeal, the action taken by the Rocklin Police Department shall be deemed final and the disciplinary action shall take effect upon written notification to the Tow Operator.

Notifications. The Rocklin Police Department shall notice the CHP of any suspensions or disbarment and, if warranted, may notice the California Vehicle Tow and Storage Board.