

**SANTA BARBARA COUNTY  
OFFICE OF THE SHERIFF**



**TOW SERVICE AGREEMENT (TSA)**

**2019 – 2020**



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



**TABLE OF CONTENTS**

<u>ELEMENT</u>	<u>PAGE</u>
PREFACE .....	4
1. TOW DISTRICTS .....	5
2. ROTATION LISTS .....	6
3. OPERATORS .....	9
4. OPERATOR’S BUSINESS.....	13
5. FINANCIAL INTEREST .....	15
6. RESPONSE TO CALLS .....	16
7. STORAGE YARD .....	19
8. TOW COMPANY EMPLOYEES .....	21
9. TOW TRUCK CLASSIFICATIONS.....	23
10. TOW TRUCK INSPECTIONS .....	25
11. RATES .....	27
12. VEHICLE RELEASE.....	32
13. COLLUSION .....	41
14. INSURANCE .....	42
15. ANNUAL OPEN ENROLLMENT AND APPLICATION PROCESS .....	43
16. DEMEANOR AND CONDUCT .....	44
17. TOW COMPLAINTS .....	45
18. COMPLIANCE WITH LAW .....	46
19. COMPLIANCE WITH TSA .....	48
20. DISCIPLINARY ACTION .....	50
21. TERMS OF DISCIPLINARY ACTION .....	51
22. HEARING/APPEAL .....	52
23. MIDTERM REVIEW.....	53
24. ADVERTISING .....	53



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



---

25.	CANCELLATION.....	53
26.	TOW SERVICE AGREEMENT ADVISORY COMMITTEE APPROVED TOW TRUCK DRIVER TRAINING COURSES .....	54
27.	DEFINITIONS .....	55
28.	APPLICABLE CALIFORNIA VEHICLE CODE SUMMARY .....	59
29.	SPECIFIC CALIFORNIA VEHICLE CODE REQUIREMENTS RELATING TO TOW TRUCKS .....	62
30.	GENERAL EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS.....	70
31.	TOW TRUCK EQUIPMENT REQUIREMENTS.....	73
32.	COUNTY OF SANTA BARBARA ANTI-HARASSMENT POLICY.....	80
33.	OPERATOR APPROVAL .....	85



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



**PREFACE**

This Tow Service Agreement (TSA) contains terms and conditions that a Tow Operator agrees to comply with in order to receive and maintain a rotation tow listing with the Santa Barbara Sheriff's Office (SBSO). Participation in the SBSO Rotation Tow Program is voluntary. Compliance with all of the terms and conditions of the TSA is mandatory for tow companies participating in this rotation tow program. Exceptions to compliance with this TSA shall not be authorized by verbal agreement. Any exceptions shall be documented as a written addendum and approved by the Area Division Commander.

An Operator, by agreeing to participate in the program, does not establish a contractual relationship with the SBSO and is not acting as an agent for the SBSO or the County of Santa Barbara when performing services under the TSA.

Applications for participation with this year's SBSO Rotation Tow Program are accepted beginning May 22, 2019 and are due by June 14, 2019 at 5 pm. Applications provided after the due date will not be considered within this year's program.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



**1. TOW DISTRICTS**

- A. The Area Division Commander (as defined in Element 28) shall oversee all tow operations within their respective tow districts.
- B. Within each tow district, the Area Division Commander shall accept for placement on a SBSO rotation tow list only as many qualified Operator-applicants as he/she determines, after taking into account all selection criteria, the public welfare, and can be reasonably/practically utilized/administered by the SBSO for a particular Tow District.
- C. An Operator shall have a business office and storage yard located within the district they serve, unless this requirement is waived by the Area Division Commander.
  - 1) The Area Division Commander may establish a maximum radius for the location of a business office from which an Operator may provide service for a tow district.
  - 2) The approved application, signed by the Area Division Commander, will indicate the approved tow district area(s) the Operator will be responsible to cover.
- D. A secondary storage yard does not qualify an Operator for an additional tow district, unless this requirement is waived in writing by the Area Division Commander based on a specific need.
- E. Within each tow district, the SBSO shall maintain separate rotation tow lists for each class of tow truck to ensure an equitable distribution of calls.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



## 2. ROTATION LISTS

- A. A call to an Operator shall constitute as one turn on the list and the Operator shall be moved to the bottom of the list. This includes 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.
- B. If it is determined the Operator is not needed and is canceled by the SBSO, 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 at the top of the list.
- C. If the Operator responds to a SBSO 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 at the top of the list.
  - 1) 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 (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 tow company the towing charges (Section 22851[a][2] CVC).
- D. Nothing in the TSA shall prohibit a Division Commander, supervisor, or incident manager, from requesting a specific tow company when, in their 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 tow 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.
- E. The incident manager may direct a SBSO rotation tow Operator to move vehicles to help clear a roadway or for lifesaving operations. Operators shall provide the assistance as directed. There shall be no charge for this assistance, and the assistance provided shall not change the Operator's place in the rotation. This does not apply if the Operator ultimately completes a tow/recovery beyond the initial assistance requested.
- F. Nothing shall prohibit a Class B, C, or D Operator from maintaining a position on a lighter class rotation list, provided the tow truck meets the equipment specifications for that class of operation.
  - 1) 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 require a larger class tow truck.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- G. Generally, an Operator may dispatch more than one tow truck to a multi-vehicle collision scene in response to a rotation tow call. However, fees may only be charged based on equipment needed to complete the recovery/tow.
- H. A Salvage and Recovery Rotation Tow List shall be established for each district when there are Operators who meet the Salvage and Recovery Rotation Tow List qualifications established in Item G.
- 1) This list shall be utilized whenever a large commercial vehicle is overturned and/or down an embankment.
  - 2) This list **shall not** be utilized for a large commercial vehicle which is upright and on all wheels.
    - a) The Salvage and Recovery Tow List may be for each tow district or for the entire area.
  - 3) If an operator receives a call for Salvage/Recovery in error due to incorrect information (i.e. vehicle type, weight, type of equipment), the operator shall immediately pass the call and be placed back on top of the rotation list if no recovery attempts are started.
    - a) In the event that operator attempts to start recovery on a Salvage/Recovery call they knowingly should have turned down, they shall be placed on the bottom of the list, no billing charges shall occur, and may be subject to further disciplinary action.
    - b) Salvage/Recovery operations shall be handled in a professional manner. Salvage/Recovery operations exceeding two hours from time of arrival on scene shall be justified.
    - c) If an operator is dismissed from the scene due to obvious incompetency, the operator shall be placed at the bottom of the list, no billing charges shall occur, and may be subject to further disciplinary action.
- I. Those Operators on the Salvage and Recovery Rotation Tow List shall respond with the following:
- 1) At least one (1) driver shall have five (5) verifiable years' for-hire salvage and recovery experience.
    - a) The five (5) verifiable years' for-hire salvage and recovery experience shall be determined by the SBSO.
    - b) The driver with five (5) verifiable years' for-hire salvage and recovery experience shall not be shared between Operators.
  - 2) Two (2) tow trucks which shall be one (1) Class D tow truck and one (1) Class C tow truck.
    - a) Depending on an area's needs and an Operator's equipment availability, the Area Division Commander may allow an Operator to respond one of the following to meet



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



the two (2) tow truck response criteria:

- (1) Two (2) Class C tow trucks.
  - (2) The Operator assigned the initial call may, subject to a prior written addendum, request a specific Operator for assistance to meet the one (1) Class D tow truck and one (1) Class C tow truck, or two (2) class C tow trucks.
  - (3) One (1) Class C tow truck and one (1) Class B tow truck (e.g., remote areas in the county where traffic congestion is not an issue).
  - (4) NOTE: A QuickSwap unit would not qualify for the Salvage and Recovery List.
- J. Incident commanders may allow an Operator to dispatch more than one tow truck to a multi-vehicle collision scene in response to a rotation tow call, depending on the circumstances of the scene.
- K. The Area Division Commander may request tow services outside the normal rotation on a special needs basis, including but not limited to, special enforcement activities, safety checkpoints, and DUI checkpoints.





COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



### 3. OPERATORS

- A. Application to participate in this TSA shall be accepted during the open enrollment time period only. Any misrepresentation on the application, employee list, tow truck list or personnel information forms will be grounds for criminal and/or disciplinary action. The following information is required for consideration:
- 1) Operator approval of this TSA (Section 33)
  - 2) Rotation Tow Listing Application (SBSO-234A)
  - 3) Tow Operator Employee List form (SBSO-234EL)
  - 4) Tow Operator Tow Truck List form (SBSO-234T)
  - 5) Tow Operator's Personnel Information form (SBSO-234P)
    - a) This form is for all employees who will be participating in any fashion with this SBSO Rotation Tow Program.
    - b) If an employee refuses to complete and sign the SBSO-234P, the employee shall not be allowed to participate in the SBSO Tow Rotation Program.
  - 6) Valid Motor Carrier permit
  - 7) Valid Business License (if required)
  - 8) Valid Insurance policy
  - 9) Truck inspections for all trucks participating within this TSA
  - 10) Driver training certificates (if not submitted previously)
  - 11) All drivers enrolled in Employer Pull Notice Program (EPN)
    - a) Kept on file by Operator(s).
  - 12) Participate in CSAT
- B. Operators applying for the SBSO Rotation Tow Program shall have a minimum of three (3) verifiable years for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for a rotation tow listing.
- 1) The three (3) verifiable years for-hire experience shall be decided by the SBSO.
  - 2) Operators having less than the three-year experience are exempt from this provision if they are currently on the SBSO rotation list and in good standing.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- C. Operators and owners who do not meet the three (3) verifiable years for-hire towing experience, may be considered if a full-time manager is employed who possesses three (3) verifiable years for-hire tow experience, as an owner, principal, or full-time manager.
- 1) The three (3) verifiable years for-hire experience, as an owner, principal, or full-time manager shall be decided by the SBSO.
  - 2) Management experience shall be decided and qualified by the SBSO as follows:
    - a) The designation of “manager” implies general power and permits reasonable inferences that the employee so designated is invested with the general conduct and control of the employer’s business.
    - b) An individual who has charge and control of a business and is vested with a certain amount of discretion and independent judgment.
  - 3) If the manager ceases to be employed by the company and no other employee has been qualified as a “manager” by the SBSO, the TSA shall be suspended until a new manager is approved by the SBSO.
- D. Operators and owners applying for an additional identified business/terminal(s) located in a different tow district(s) or area(s) shall utilize a full-time manager pursuant to Elements 3. B. and C.
- E. New Operators and all employed personnel involved with the SBSO Rotation Tow Program shall be fingerprinted (Livescan) for the purpose of conducting criminal history inquiries.
- 1) Any Operator or employed personnel who separates from the SBSO Rotation Tow Program and returns at a later date shall be fingerprinted for the purpose of conducting a criminal history regardless of prior criminal history clearances if SBSO is no longer being notified of arrests/convictions through Livescan (typically longer than 1-year separation).
  - 2) The SBSO will receive subsequent arrest/conviction notifications for all Operators and employed personnel via Live Scan. However, an Operator shall notify the Area Division Commander of any arrest and/or conviction of the Operator or any employed personnel prior to the beginning of the next work shift.
    - a) Failure to make notification should be cause for disciplinary action.
  - 3) The Area Division Commander shall be notified immediately by an Operator upon an employee’s separation from the SBSO Rotation Tow Program.
- F. Operators shall have all tow truck drivers involved with SBSO rotation tow operations participate in a controlled substance and alcohol testing (CSAT) program.
- 1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- 2) Drivers not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program substantially similar to the requirements as outlined in Section F. 1.
  - 3) The Operator shall ensure selection pools for commercial and non-commercial licensed drivers are maintained separately.
  - 4) A driver possessing a non-commercial driver's license who returns with a positive test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.
  - 5) The operator shall provide a current list of all drivers and proof of enrollment in the CSAT program to the Area Division Commander during the enrollment period.
  - 6) Upon the addition of a new driver, an operator shall be granted a maximum of 30 days to enroll the driver in a CSAT program and provide proof to the Area Division Commander.
- G. The Operator shall provide proof of enrollment in a CSAT program to the Area Division Commander during the application process/enrollment period.
- H. 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 Area Division Commander during the application/enrollment period.
    - a) The Operator's signed and dated EPN report shall be kept on file in the Area Division Commander's office.
  - 2) Upon the addition of new drivers, an Operator shall be granted a maximum of 30 days to enroll drivers in the EPN.
- I. The Operator shall maintain a current list of drivers.
- 1) Besides the SBSO-234EL provided upon initial enrollment, the Operator shall also notify the Area Division Commander upon any change in employee status, including the addition of any new driver(s), or the deletion of any driver(s) throughout the period of this TSA. An updated SBSO-234EL shall be provided to the Area Division Commander within seven (7) calendar days of any change in employee/driver status.
  - 2) Operators shall, as a minimum, continuously maintain the following written or computerized record information for each employee:
    - a) Full name
    - b) Date of birth



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- c) California driver's license number
  - d) Copy of valid medical certificate (if required by type of driver's license)
  - e) Job title/description
  - f) Current home address and telephone number
  - g) Type(s) of truck(s) driver has been trained and instructed to operate.
- J. Operators shall ensure that tow truck drivers approved to participate within this TSA are qualified and competent employees. The operator shall ensure that the approved tow truck driver be proficient and trained as indicated within Section 8 of this TSA.
- K. Operators shall have a Carrier Identification (CA) number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to the Area Division Commander during the enrollment period and upon renewal throughout the period of this TSA.
- 1) The expiration of an Operator's MCP and/or suspension of the MCP, pursuant to Section 34623 CVC, shall result in the immediate suspension of the Operator, as well as additional disciplinary action which may be imposed by the Area Division Commander.
- L. Operators shall ensure all drivers comply with intrastate and/or interstate hours of service pursuant to Title 13, Sections 1212 and 1212.5 of the California Code of Regulations (CCR).
- 1) Operators shall ensure their drivers' record of duty status complies with Title 13, Section 1213 CCR.
- M. Operators are required to read and distribute a copy of the Santa Barbara County Anti-Harassment policy (Element 31), which applies to all county employees, vendors and contractors.
- N. Operators shall be responsible for the actions of their employees while on duty.
- O. Operators shall be responsible and liable for any and all loss due to theft or damage to vehicles in their possession.
- P. Operators shall inform all employees of the rules and regulations of this TSA, along with providing them with a copy of this TSA.
- Q. Operators shall keep a copy of this TSA posted in a conspicuous place within the business, including in each tow truck.
- R. Operators shall not employ or otherwise associate in a business fashion with anyone currently employed by the Santa Barbara Sheriff's Office without prior authorization of the Santa Barbara Sheriff or designee.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



**4. OPERATOR'S BUSINESS**

- A. An Operator shall maintain any license that is required by a Municipal or County jurisdiction.
- B. An Operator's place of business shall have a sign which clearly identifies it to the public as a tow service.
  - 1) The sign shall have letters which are clearly visible to the public from the street and shall be visible at night.
- C. Business hours shall be posted in plain view to the public.
- D. An Operator's place of business shall have posted in plain view to the public the "Towing Fees and Access Notice" and copies of notice readily available to the public pursuant to Section 22651.07(a)(1)(A) CVC.
  - 1) The "Towing Fees and Access Notice" shall be a standardized document plainly printed in no less than 10-point type and shall contain the required language pursuant to Section 22651.07(d) CVC.
- E. An Operator's place of business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours.
  - 1) Normal business hours shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
- F. If an Operator's place of business is staffed with only one employee, the business office may be closed for one hour at lunch and the following shall apply:
  - 1) A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.
  - 2) Response to the office shall be within the time frame required for a normal SBSO Class A tow service call.
- G. During nighttime hours, Operators shall have an on-call attendant available and able to respond to release a vehicle within the time frame required for a normal nighttime SBSO Class A tow service call, upon request by the registered owner or their agent.
- H. The Operator shall maintain records of all tow services furnished at the Operator's primary business office (Note: printable electronic records are acceptable).
  - 1) Invoices shall contain the required itemized information pursuant to Section 22651.07(e) California Vehicle Code, along with the tow driver's name and truck used.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



- 2) Itemized invoices shall contain a distinct notice upon the invoice stating “Upon request, you are entitled to receive a copy of the “Towing Fees and Access Notice.” This notice shall be contained within a bordered text box, printed in no less than 10-point type pursuant to Section 22651.07(a)(1)(B)(3) CVC.
  
- I. The Operator’s primary business office shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, driver’s record of duty status (intrastate and/or interstate), and Federal Communication Commission licensing (if applicable), and non-SBSO tows.
  
- J. The SBSO may inspect all Operator records without notice during normal business hours.
  
- K. Operators shall permit the SBSO to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
  - 1) The SBSO shall provide a receipt for any record removed from the place of business.
  
- L. An Operator shall maintain business records for the previous three (3) years (the current term and the previous two (2) years) and shall make them available for inspection upon request.
  - 1) Failure of the Operator to comply with the aforementioned inspection requirements shall be cause for disciplinary action.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



**5. FINANCIAL INTEREST**

- A. No Operator or applicant shall be directly involved in the towing-related business of any other Operator or applicant within the same rotation tow district.
- B. No Operator or applicant shall share equipment with any other Operator or applicant involved with the SBSO rotation tow list (excluding equipment which may be unavailable due to repairs, equipment replacement, or the Operator is involved in the Salvage and Recovery List).
- C. The sale or transfer of the controlling interest in a company shall immediately terminate the TSA.
  - 1) A new owner may apply for the SBSO Rotation Tow Program at any time during the remainder of the current TSA term, regardless of the SBSO's enrollment period.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



**6. RESPONSE TO CALLS**

- A. The Operator shall respond to calls 24 hours a day, 7 days a week, within the maximum response time limits.
- 1) During daytime hours (8:00 a.m. to 5:00 p.m.), an Operator will be allowed a maximum of 30 minutes to respond and arrive at the designated scene.
  - 2) During nighttime hours (5:01 p.m. to 7:59 a.m.), an Operator will be allowed a maximum of 40 minutes to respond and arrive at the designated scene.
- B. A failure to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements shall result constitute failure to comply with the terms and conditions of this Agreement and will result in disciplinary action.
- 1) When an Operator will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, the Operator shall notify the SBSO communication center at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- C. The Operator shall advise SBSO dispatch, at the time of notification, of their estimated time of arrival (ETA) and if they are either unable to respond or unable to meet the maximum response time.
- 1) If, after accepting the call, the Operator is unable to respond or will be delayed in responding and unable to meet the maximum response time, the Operator shall immediately notify the appropriate SBSO communications center.
  - 2) In such an event, it will be the responsibility of the incident commander to determine whether that tow company should be canceled and the next tow company on the list be called for the service.
- D. An Operator or tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle and be in possession of the appropriate class of driver license, applicable endorsements, and permits.
- 1) Any applicable permits (e.g., load variance, oversize) shall be valid and maintained in the tow truck.
  - 2) Nothing shall prohibit a Class B, C, or D tow truck from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.
    - a) 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 require a larger class tow truck.





COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- E. The Operator or tow truck driver responding to a SBSO call shall perform the towing or service required for which he/she was called. This requirement may be waived by the SBSO incident commander if the requested equipment is inadequate for the service to be performed.
- F. Only tow truck personnel and equipment requested shall respond to a SBSO call (e.g., tow truck driver bringing girlfriend, children, or their dog, is not allowed).
  - 1) Exception would be responding a tow truck driver trainee with an approved rotation tow truck driver and only if the documentation of tow truck driver training has already been submitted for the trainee to the Area Division Commander and the Operator has received written approval from the Area Division Commander of the submitted SBSO-234P for the trainee.
- G. The Area Division Commander may establish local policy which allows an Operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call.
- H. If two or more Operators are called to the same incident, distribution of the vehicles shall be at the discretion of the incident commander.
- I. An Operator/tow truck driver shall not respond to a SBSO call assigned to another Operator or re-assign a call to another Operator, unless requested to do so by the SBSO.
  - 1) Nothing would preclude the assigned Operator/tow truck driver from responding to an incident to ascertain if additional assistance or equipment is required.
- J. There shall be no additional charge for any personnel or equipment which is not necessary to perform the required service.
- K. 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 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 Section 3068(a) CC.
  - 1) The Operator 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.
- L. There may be times when the Operator/tow truck driver assigned the initial call, may require assistance from an additional Operator/tow truck driver.
  - 1) The assigned Operator/tow truck driver may, with the concurrence of the incident commander, request a specific Operator/tow truck driver for additional assistance.
  - 2) The Operator/tow truck driver's approved request shall be routed through the SBSO communications center.
- M. There may be times when an Operator/tow truck driver, who was not called to the scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the on-scene officer requests assistance in clearing the roadway.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



- 1) In such a case, the Operator/tow truck driver may be requested by the officer to move the vehicle to a safe location and leave it.
- 2) There shall be no charge for this assistance and the assistance provided shall not change the Operator's place in the rotation.
  - a) Violations of California Vehicle Code Section 22513 shall result in disciplinary action.
- 3) If the operator is requested to provide service at the scene resulting in a tow, that company will be moved to the bottom of the tow rotation list.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



## 7. STORAGE YARD

- A. The storage yard must conform to all local zoning use requirements then in effect and have all required permits to operate at that location.
- B. The Operator shall be responsible for maintaining adequate security of all vehicles and contents which are stored/impounded by the SBSO.
  - 1) At a minimum, a permanent securely fenced or an enclosed storage area of an adequate size shall be provided for the proper storage of vehicles.
- C. The primary storage yard should be at the same location as the business address.
  - 1) Stored/impounded vehicles shall be at the primary storage yard.
  - 2) This section may be waived by a written addendum from the Area Division Commander.
- D. A secondary storage yard should be located reasonably close to the main business office.
  - 1) 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.
- E. Operators shall maintain sufficient storage spaces.
  - 1) A secondary storage yard shall only be utilized if the primary storage yard is full.
    - a) This requirement may only be waived by a written addendum from the Area Division Commander.
- F. A storage yard owned by an Operator and shared with another Operator shall only be approved if the Operator/owner charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.
- G. A storage yard shared by Operators, or other business establishments not owned by the Operator, shall be physically separated and secured from each other.
- H. Prior to the utilization of a new storage yard, which was not listed on the SBSO-234A, the Operator shall obtain the Area Division Commander's written approval.
- I. An Operator's employee shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.
- J. The Operator or their employee(s) shall release personal property from an impounded vehicle at the request of the vehicle's registered owner or agent (pursuant to Sections 22851(b) CVC and 22651.07 CVC), unless the vehicle is being held as evidence.
  - 1) Personal property includes: papers, transportable cellular telephones, portable radios and/or portable stereo equipment, clothes, luggage, tools, and all other unaffixed contents.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- 2) A receipt shall be provided for the removed personal property, with a copy placed inside the stored/impounded vehicle.
  - a) This procedure shall also apply to the removal of property by the Operator and/or their employee to a secured area within the business.
- K. Personal property and/or the vehicle shall be released at the primary storage yard.
  - 1) Personal property or a vehicle release from a secondary storage yard shall only be granted if it's acceptable to the vehicle's registered owner or agent.
    - a) Personal property is considered to be items which are not affixed to the vehicle. Personal property includes: papers, cell phones, pull-out radios, clothes, luggage, tools, etc.
- L. No fee shall be charged for the release of a vehicle or personal property during normal business hours pursuant to Sections 22851(b) and 22651.07(c)(1) CVC.
  - 1) The maximum charge for a non-business hours release shall be one-half the hourly tow rate charged, or less, for initially towing the vehicle pursuant to Section 22851(b) CVC.
  - 2) No lien shall attach to any personal property in or on the vehicle pursuant to Section 22851(b) CVC.
- M. The Operator shall keep a written record of every vehicle stored/impounded for a period longer than 12 hours pursuant to Section 10650(a) CVC.
  - 1) 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 (make, model, license plate number, and any vehicle damage) pursuant to Section 10650(b) CVC.
- N. The release of vehicles shall be conducted in accordance with Section 13 of this TSA .



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



## 8. TOW COMPANY EMPLOYEES

A. All employees shall complete and sign a SBSO-234P, where they shall provide the required personal information and acknowledge that they have read and agree with all of the rules and regulations of this TSA.

- 1) If an employee refuses to complete and sign the SBSO-234P form, the employee's participation in this SBSO Tow Rotation List will result in suspension, termination or denial.
- 2) The SBSO-234P shall include all convictions of felonies and/or felonies. A failure to disclose this information is a misdemeanor (20 California Vehicle Code / 31 California Vehicle Code) and may result in a denial of acceptance with the SBSO Rotation Tow Program.
- 3) An Operator shall be provided with written notification regarding the reason(s) for denial of an employee within 30 days of receipt of an SBSO-234P.
  - a) If denial is based on fingerprint results, a copy of the results may be provided to the employee upon request.

### B. Training

- 1) SBSO approved tow truck drivers responding to SBSO calls for service shall be qualified and competent employees of his/her company. The tow truck drivers shall be trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the SBSO rotation. The tow truck drivers shall have one of the following:
  - a) The driver has completed a tow truck driver training program from a Tow Service Agreement Advisory Committee (TSAAC) approved training program, or other training approved by the Area Division Commander, within the last five years (refer to Element 27 for approved programs).
    - (1) The training must include hands-on training.
  - b) The driver has completed a tow truck driver training program from a TSAAC approved training program, or so approved by the Area Division Commander, more than 5 years prior but has a minimum of five years of tow truck driver experience (verified in writing by the tow operator and driver upon application).
  - c) Completion of an approved tow truck driver training program shall be within the last five (5) years. Certificates with a three (3) year expiration date will be accepted five (5) years from the date of issuance.
- 2) Completion and/or documentation of a tow truck driver's training may not indicate a sufficient level of competence.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- C. A driver shall not operate a tow truck beyond the level of training they have completed (e.g., a Class D driver shall have heavy duty tow truck driver's training documentation). A certificate for a higher level of training will be acceptable for all lower levels of tow trucks.
- D. Tow truck drivers shall perform all towing and recovery operations in the safest and most expedient manner possible.
- E. Tow truck drivers shall, upon removal of a vehicle, remove all debris and cleanup all fluid spills that are related to either that vehicle or the circumstances at the scene.
- F. Tow truck drivers shall notify the appropriate law enforcement prior to towing any vehicle that has, or might have been involved in a traffic collision. This includes, but is not limited to, any circumstances where the only damage is to the requested-towed vehicle or to any property (private or public). Violation of this may result in disciplinary action against the Operator.
- G. Tow truck drivers shall be at least 18 years of age and shall possess the proper class of license and endorsements for the towed and towing vehicle.
- H. Uniforms: SBSO rotation tow truck drivers shall wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and the driver's name while engaged in SBSO rotation tow operations.
- I. Personal Appearance: SBSO rotation tow truck drivers shall represent a professional image. An unacceptable representation would include: unbathed, excessively dirty/torn uniform, visible body art, visible body piercing, etc.
- J. Safety Garments: SBSO rotation tow truck drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retro-reflective clothing) during 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 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, which 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.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



## 9. TOW TRUCK CLASSIFICATIONS

- A. An Operator shall equip and maintain tow trucks covered under the TSA in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the California Code of Regulations (CCR), the specifications contained in this TSA, and in a manner consistent with industry standards and practices.
- B. All recovery tow trucks shall have an extendable/retractable recovery boom meeting the specifications contained in this TSA and the most recent electronic version of the CHP 234B, Tow Truck Inspection Guide.
- 1) Class D tow trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.
  - 2) An Operator who has a car carrier is exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit and shall not be used for recovery.
  - 3) An auto-loader without an extendable/retractable boom is an additional unit and **shall not be used for recovery.**
- C. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck should be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing.
- D. There are four (4) classes of tow trucks covered under this TSA.
- 1) Class A - Light Duty
    - a) An Operator should maintain a minimum of one tow truck which has a manufacturer's GVWR of at least 14,000 pounds. Class A equipment specifications can be found in Sections 30 and 31 of this Agreement.
      - (1) Class A 4-wheel drive tow trucks with a GVWR of less than 14,000 pounds may be listed as special equipment on the SBSO-234A, Rotation Tow Listing Application. These tow trucks shall be used only for recoveries requiring the use of 4-wheel drive.
  - 2) Class B - Medium Duty
    - a) An Operator should maintain a minimum of one tow truck with a GVWR of at least 26,001 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle. Class B equipment specifications can be found in Sections 30 and 31 of this Agreement.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



3) Class C - Heavy Duty

- a) An Operator should maintain at least one three-axle tow truck with a GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and must be capable of providing and maintaining continuous air to the towed vehicle. Class C equipment specifications can be found in Sections 30 and 31 of this Agreement.

4) Class D - Super Heavy Duty

- a) An Operator should maintain at least one three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and must be capable of providing and maintaining continuous air to the towed vehicle. Class D equipment specifications can be found in Sections 30 and 31 of this Agreement.
  - (1) If this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle.





COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



## 10. TOW TRUCK INSPECTIONS

- A. An Operator shall have all tow trucks utilized on SBSO rotation calls inspected not less than once annually by a qualified law enforcement agency (commercial vehicle enforcement trained).
- 1) SBSO and/or CHP may conduct additional inspections without notice.
  - 2) Whether it is the annual inspection or a random inspection during the course of this TSA, an Operator shall provide the Area Division Commander a copy of any inspection forms/citations regarding tow truck inspections within seven (7) calendar days of the inspection.
  - 3) The Operator shall provide written notice (copies of the inspection) to the Area Division Commander of any tow trucks that fail an inspection at any time during the time frame of this TSA.
- B. The Operator shall not dispatch any tow truck which has not been inspected and approved by the SBSO/CHP, per this TSA.
- 1) Any tow truck that has failed an inspection at any time during this TSA shall not respond to SBSO rotation calls.
- C. The annual inspection shall consist of the following:
- 1) A Level One inspection (CHP 407F, Safetynet Driver/Vehicle Inspection Report) conducted by a SBSO or CHP commercial enforcement officer or tow officer with the assistance of a motor carrier specialist or commercial vehicle inspection specialist.
  - 2) A tow truck inspection (CHP 234B, Tow Truck Inspection Guide) conducted by a SBSO or CHP commercial enforcement officer or tow officer.
  - 3) Tow trucks arriving for inspection shall be properly equipped as outlined on the CHP 234B, and ready for immediate response for service.
    - a) Operators or tow truck drivers found exchanging equipment with other tow truck drivers during inspections shall be subject to disciplinary actions.
- D. If 50 percent or more of the Operator's tow trucks fail the initial annual inspection, the Operator's application shall be denied and the Operator may reapply during the next open enrollment period.
- 1) Any tow truck that fails an inspection is entitled to only one re-inspection. Failure to pass the re-inspection shall be cause for the disqualification of the tow truck from use on the SBSO rotation. The tow truck shall be disqualified until the next enrollment period.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- E. If two (2) or more California Vehicle Code requirements on the CHP234B, Page One, receive a failing mark, the inspected truck has failed the initial annual inspection and shall count against the 50 percent failure rate. An “Out of Service” violation on a CHP 407F shall count as a failure of the initial annual inspection.
  - 1) Other than the two (2) or more California Vehicle Code requirements, a tow truck may fail based on additional failed items outlined on the CHP 234B, within reason.
- F. The intent of these inspections is to ensure Operators are involved in an ongoing safety maintenance program for their tow trucks. The annual inspection is not intended to find out what needs to be repaired/replaced on an Operator’s tow truck. A tow truck responding to a SBSO call should be properly equipped and operating in a safe condition.
- G. The Operator shall be provided with written notification of the failure/denial of any tow truck or equipment and allowed a hearing upon request to the Area Division Commander.
- H. An Area Division Commander may honor annual inspections performed by another law enforcement agency other than SBSO.
- I. All of the equipment listed on an Operator’s SBSO-234A shall be accounted for during the annual inspection.
- J. Special Equipment
  - 1) To properly and safely tow, service, or recover the wide variety of vehicles being operated on the highway, a towing procedure may require the use of special equipment specifically designed for the purpose. This special equipment shall be listed on the Operator’s SBSO-234A and should be used when appropriate.
  - 2) All special equipment listed on the SBSO-234A shall be accounted for during the annual inspection or when additional equipment is added.
  - 3) Any special equipment which requires certification/inspection of the equipment and/or Operator (e.g., cranes, forklifts), the applicable and current certification/inspection document(s) shall be provided to the Area Division Commander at the time of enrollment or as equipment is added by an Operator.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



## 11. RATES

- A. Fees charged for calls originating from the SBSO shall be reasonable, valid, and not in excess of those rates charged for similar services provided in response to requests initiated by a public agency or private person.
  - 1) Reasonableness shall be determined as compared to other similar service rates.
  - 2) Validity shall be based upon the following: telephone quotes, invoices, posted rates, charges to retail customers, etc.
  - 3) NOTE: Element 11.A, shall not apply if the Operator responds to a SBSO call in a location where towing rates for all tow companies are established by an Official Police Garage (OPG) or city/county ordinance pursuant to Section 21100(g) CVC.
- B. Based upon the average of the proposed fees submitted, the Area Division Commander shall confirm the reasonableness and validity of all submitted rates (i.e., storage, non- skilled labor, special equipment).
- C. An Operator who submits a rate, which is determined by the Area Division Commander to be unreasonable and/or invalid, shall be allowed to re-submit rates only once.
  - 1) If the re-submitted rate is unreasonable and/or invalid, the Operator shall be disqualified until the next enrollment period.
  - 2) An Operator shall be provided with written notification regarding the disqualification within 30 days.
- D. Rate requirements represent the maximum an Operator may charge on a SBSO call.
  - 1) An Operator is not precluded from charging less when deemed appropriate by the Operator.
  - 2) These requirements shall not be construed as requiring a charge if an Operator would not normally charge for such service.
  - 3) No Operator or employee shall refer to any rate as the minimum required or set by SBSO.
- E. Any Operator who charges rates above the submitted rates for a SBSO call shall be subject to disciplinary action.
- F. In an effort to remain competitive in the open market, the Operator may lower retail rates at any time by notifying the SBSO.
  - 1) When an Operator lowers the retail rate, that retail rate becomes the Operator's new approved rate.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- G. A valid bank credit card or cash payment shall be accepted for payment of towing and/or storage pursuant to Sections 22651.1 and 22651.07(c)(4) CVC.
- 1) A surcharge shall not be imposed upon a cardholder who elects to use a credit card for payment pursuant to Section 1748.1 CC and Section 22651.07(c)(4) CVC.
- H. The approved schedule of rates charged by the Operator shall be available in the tow truck, and shall be presented upon demand to the vehicle owner/agent for whom the tow service was provided or any SBSO officer at the scene.
- I. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an Operator's storage yard to the front of the business establishment.
- J. Operators may only raise rates during the enrollment period or upon approval after a midterm review.
- K. The approved schedule of rates charged by the Operator shall be available in the tow truck, and shall be presented upon demand to the person(s) for whom the tow services were provided, or his/her agent, or any sheriff's deputy at the scene.
- L. Tow Rates
- 1) The rate for towing should be computed from portal to portal when a vehicle is towed to the Operator's storage yard.
    - a) 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.
  - 2) The time expended, for towing a vehicle back to the Operator's storage yard, should be charged at a rate not to exceed the hourly rate.
    - a) Time expended in excess of the hourly rate shall be calculated in no more than one-minute increments.
    - b) There shall be no additional charges for mileage, etc.
  - 3) 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 Section 22651.07(e)(7) CVC.
  - 4) The Operator may submit two retail hourly tow rates to the Area Division Commander: One rate for calls originating during normal business hours and one rate for calls originating after business hours (business hours as depicted in Section 4).



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- 5) The Operator shall base towing charges upon the class of vehicle being towed, regardless of the class of truck used.
- 6) The Operator may charge up to a 30-minute minimum per call for any service 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 Operator's storage yard.
- 7) Rates for a service call (out-of-gas, lockouts, tire changes, etc.) should be from portal to end of service.
- 8) Charges, in excess of a 30-minute service call, may be charged in no more than one-minute increments.
  - a) 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 Section 22651.07(e)(7) CVC.
- 9) Fuel charges for gasoline dispensed on out-of-gas service calls shall be at the prevailing market rate.

M. Fees for Special Operations

- 1) Fees shall be reasonable and consistent with industry standards for similar operations.
- 2) Operators involved in the two (2) tow truck Salvage and Recovery List may charge a minimum two-hour rate.
  - a) Time expended in excess of the two-hour minimum shall be at the hourly rate in no more than one-minute increments.
  - b) If a second hour is charged, the second hour shall meet the invoicing requirements pursuant to Section 22651.07(e)(7) CVC.
  - c) If it is determined that only one truck is required, the second truck may claim portal to portal and time expended on scene until determination was made that it was not required.
- 3) Hourly rates shall be established for the following:
  - a) Auxiliary and contracted equipment, e.g., airbags, converter gear/dolly, additional trailers, fork lift, front loaders, etc.
- 4) Operators shall submit a mark-up rate (percentage of the cost to the Operator) for rental equipment and labor not otherwise listed on the Operator's SBSO-234A.
- 5) If an Operator performs a service for which a required rate was not submitted and approved by the Area Division Commander, the Operator shall only be entitled to charge for the actual cost of that service plus a markup rate not to exceed ten (10) percent.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



N. Storage Fees

- 1) A vehicle stored/impounded for 24 hours or less shall be charged no more than one day storage pursuant to Section 3068.1(a) CC.
  - 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 part thereof pursuant to Section 3068.1(a) CC.
- 2) Storage of vehicles in combination should be charged a per vehicle rate except for dollies, con-gear, vehicle on a car carrier/trailer, etc.
  - a) Dollies and con-gear, not in combination, may be charged a storage rate not to exceed Class A storage fees.
- 3) Inside storage fees shall only be charged when inside storage is requested by SBSO personnel, registered owner, legal owner, insurance company, or when the inside storage can be justified by the Operator.
- 4) The Operator shall display in plain view at all cashiers' stations (a sign as described in California Civil Code section 3070(d)(2)(E)) disclosing all storage fees and charges in force, including the maximum storage rate.

O. Lien Fees

- 1) If a vehicle has been determined to have a value exceeding four thousand dollars (\$4,000), pursuant to Section 22670 CVC, the lien shall be satisfied pursuant to Section 3071 CC (Section 3074 CC).
- 2) The lienholder may charge a fee for lien sale preparations not to exceed seventy dollars (\$70) for a vehicle valued at four thousand dollars (\$4,000) or less and not to exceed one hundred dollars (\$100) for a vehicle valued at greater than four thousand dollars (\$4,000) (Section 3074 CC).
  - a) These charges may commence when the lienholder requests the names and addresses of all persons who have an interest in the vehicle from the Department of Motor Vehicles (Section 3074 CC).
  - b) Not more than 50 percent of the allowable fee may be charged until the lien sale notifications are mailed to all interested parties and the lienholder or registration service agent has possession of the required lien processing documents (Section 3074 CC).
  - c) This charge shall not be made in the case of any vehicle redeemed prior to 72 hours from the initial storage (Section 3074 CC).



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



P. Coroner's Case Tows (27491.3 CGV)

- 1) Any vehicle that is towed/stored at the direction of an SBSO deputy under the storage authority Section 27491.3 of the California Government Code (only used for safekeeping) should be towed/stored at the Area SBSO Impound Yard.
- 2) All Operators will charge the SBSO a flat rate of \$80.00 for the tow to the SBSO Impound Yard. If the vehicle requires more work than a standard tow or the delivery to a storage yard is over 25 miles one-way, then the Operator may charge the SBSO a standard rate based on the tow service required/conducted.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



## 12. VEHICLE RELEASE

- A. All vehicles towed upon request by SBSO and prior to release shall:
- 1) be released as indicated by the California Vehicle Code.
  - 2) have all relevant Operator's fees paid.
  - 3) be determined whether eligible to be released.
    - a) In order to properly determine the eligibility to release a towed vehicle, the Operator shall compare the Vehicle Code Section listed in the "Storage Authority" box of the CHP180 with the same Vehicle Code Section listed in Section 12.J of this TSA.
    - b) All instances where the Release Information lists "Agency Hold," the towed/stored vehicle shall not be released without prior SBSO authorization through the Vehicle Release Authorization form.
  - 4) have the registration confirmed as valid by SBSO.
    - a) During normal business hours:
      - (1) The Registered Owner and/or Agent shall go to the appropriate Area Station to ascertain confirmation of valid registration.
      - (2) Confirmation will be indicated on the Vehicle Release Authorization Form. If the form indicates that the vehicle may be released, then the registration is valid. If the form indicates that the vehicle may not be released, then a very brief explanation will be provided also.
      - (3) The Vehicle Release Authorization form will be emailed and faxed to the Operator for notification.
    - b) After regular business hours:
      - (1) Contact the SBSO Dispatch via the non-emergency telephone number to confirmation the registration status.
  - 5) have the driver's license confirmed valid by SBSO when applicable (indicated within the Release Information column of the table listed in Section 12.J).
    - a) The Registered Owner and/or Agent for all vehicles towed/stored for Agency Hold shall go to the appropriate Area Station to ascertain confirmation of a valid driver's license.





COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



- b) Vehicles towed/stored for any other reason:
  - (1) During normal business hours:
    - (i) The Registered Owner and/or Agent may go to the appropriate Area Station to ascertain confirmation of a valid driver's license. This will normally be conducted when the Registered Owner and/or Agent responds to the Area Station to have the vehicle registration confirmed.
    - (ii) The results of the confirmation will be indicated on the Vehicle Release Authorization form.
    - (iii) The Vehicle Release Authorization form will be emailed and faxed to the Operator for notification.
  - (2) After regular business hours:
    - (i) Contact the SBSO Dispatch via the non-emergency telephone number to have the driver's license status confirmed.
- 6) have the Administrative Fees paid when applicable (indicated within the Release Information column of the table listed in Section 12.J).
  - a) Release requested while towed vehicle is still in the field:
    - (1) The SBSO Administrative Fee shall be collected by the Operator, unless the fee is waived based on this TSA.
  - b) During regular business hours:
    - (1) The Registered Owner, Agent or affiliated person shall pay the required SBSO Administrative Fee at the appropriate Area Station.
    - (2) The person paying the fee will be provided a receipt upon payment.
    - (3) This receipt number will be input on the Vehicle Release Authorization Form indicating the collection of the payment.
    - (4) The Vehicle Release Authorization Form will be emailed and faxed to the Operator for notification.
  - c) After regular business hours:
    - (1) The Operator shall collect the SBSO Administrative Fee, unless already paid at the appropriate Area Station.
    - (2) The SBSO Administrative Fee collected by the Operator shall be paid to the SBSO in conjunction with the first Monthly Tow Statement of which the vehicle is listed



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



after payment was collected or the next Monthly Tow Statement after the vehicle has been lien sold.

B. Release of vehicle at scene:

- 1) The registered owner or agent may be charged for a service call and/or work that was performed before the appearance of the registered owner or agent. Operators shall only charge a fee for the service actually performed.

C. SBSO Vehicle Release Authorization form

- 1) This form will be provided for the authorization of release of all towed/stored vehicles.
- 2) This form will provide proof of SBSO Administrative Fee payment, valid driver's license confirmation (unless indicated otherwise) and valid registration confirmation.
- 3) These forms will be emailed/faxed to the Operator for notification.
- 4) The provided form(s) shall be retained by the Operator in the same manner as other business records (refer to Section 4).

D. If the registered owner fails to claim the vehicle after thirty-three (33) days, the Operator may sell the vehicle after completing the lien process. The SBSO is not responsible for any fees incurred by the registered owner or legal owner of the vehicle, if the vehicle is not claimed.

E. No work or contract for repairs shall be entered into between the Operator and the registered owner and/or agent until the vehicle has been released by SBSO.

F. Lien Sale / Junk / Scrap

- 1) Towed/Stored vehicles that remain unclaimed and/or unpaid may be lien sold, junked or disposed of through a licensed dismantler or scrap iron processor, providing the Operator has followed the proper procedure as stated in the California Vehicle Code and Civil Code.
- 2) Towed/Stored vehicles valued under \$500 by the SBSO, which remain unclaimed and/or unpaid of tow/storage fees, can be disposed of only to a licensed dismantler or scrap iron processor pursuant to 22851.10 VC. Upon request from the Operator, a junk slip (DMV form REG462) will be completed by the SBSO and supplied to the tow company to authorize disposal.
- 3) The registered owner or agent of a towed vehicle, valued under \$500 by the SBSO, may provide to an Operator a junk slip obtained from the DMV.
- 4) It shall be the responsibility of the Operator to provide proof that the vehicle was sold at auction or junked and to request a waiver of the SBSO Administrative Fee from the SBSO. Proof would include a copy of the Bill of Sale related to a vehicle that is sold in a lien sale, to a dismantler or a scrap iron processor. If junked, the Operator shall include the junk



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



slip (DMV REG462).

G. Forfeited vehicles:

- 1) If a towed/stored vehicle is involved in a forfeiture hearing process, the Operator shall be notified by the SBSO that the vehicle is not available for release or lien sale.
  - a) In the event that the vehicle is to be released to the registered owner, he/she shall be responsible for all fees incurred. The Operator shall release the vehicle after the registered owner surrenders an SBSO Vehicle Release form to the Operator.
- 2) For vehicles that are forfeited and sold at auction, Operators will receive \$165.00 for all towing/storage fees. Operators may be required to store the forfeited vehicle until the date of the auction.
- 3) SBSO shall provide a junk slip for vehicles that are determined to be of low value or not suitable for auction by SBSO.
- 4) A legal owner taking possession of a forfeited vehicle shall be responsible for all towing/storage fees.

H. SBSO Administrative Fees:

- 1) Vehicles towed and/or stored at the direction of SBSO are subject to an SBSO Administrative Fee, authorized and set by the Board of Supervisors Resolution 08-054 as follows:
  - a) Standard Tows - \$130.00
  - b) 30 day tows - \$160.00
  - c) Forfeiture Tows - \$170.00
- 2) Refer to the table listed in Section 12.K. to indicate when an SBSO Administrative Fee is required.
- 3) Additional exceptions may also include, but not be limited to:
  - a) A vehicle released to the legal owner (lender), per 22850.5(b) CVC.
  - b) A vehicle towed for abatement is valued at less than the tow, storage and SBSO Administrative Fee. The SBSO Administrative Fee may be waived upon written request by the Operator.
  - c) A vehicle is disposed of by lien sale and the sale does not cover the Operators total charges and SBSO Administrative Fee.
- 4) Only a Station Lieutenant, or designee, can waive a required SBSO Administrative Fee.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



I. Monthly Tow Statements

- 1) The Operator shall receive, via email from SBSO, a Monthly Tow Statement by the 3<sup>rd</sup> of each month.
- 2) A copy of the Monthly Tow Statement shall be returned, via email, to the appropriate SBSO Tow Clerk (indicated on the Monthly Tow Statement) by the 16<sup>th</sup> of that month's statement.
- 3) The returned copy of the Monthly Tow Statement shall indicate the disposition and date of every vehicle listed on the statement, using the below listed dispositions (which will also be listed on the bottom of each statement):
  - a) Pending Dispositions:
    - (1) TY – still at the tow yard
    - (2) LP – lien sale pending
    - (3) LSY – lien sold, but still in tow yard
    - (4) JP – junk slip pending (requested, but not received yet)
  - b) Final Dispositions:
    - (1) R – released to R/O and/or Agent
    - (2) LS – lien sold (lien sale documents attached)
    - (3) S – sold
    - (4) J – sold to dismantler/scrap iron processor (copy of DMV REG482 attached)
- 4) Vehicles lien sold, sold or junked will require copies of the appropriate sale paperwork to be attached to the returned Monthly Tow Statement.
  - a) Lien Sale Papers Required with Monthly Tow Statement (submit all that apply only once):
    - (1) Operators shall provide a copy of the REG168a, indicating the date of the anticipated auction date.
    - (2) Operators shall provide a copy of the REG168a upon completion of the auction sale, indicating the amount the vehicle was sold and the new buyer's name.
    - (3) If the new buyer is the tow company, the Operator shall provide a copy of the completed/submitted REG138 form.
    - (4) Upon sale of the vehicle by the Operator after the lien sale process, a copy of the



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



Bill of Sale shall be provided upon indication of the final disposition.

- 5) Any vehicle that is not shown on the supplied Monthly Tow Statement shall be addressed in the following month's statement. Do not provide information for any vehicles not listed on the supplied statement. Typically this occurs when a vehicle is towed after the date of which the Monthly Tow Statement has been printed. These vehicles will be addressed in the following month's statement.
- 6) Any vehicle which the Operator believes should have been shown on a Monthly Tow Statement shall be directed to the appropriate SBSO Tow Clerk for clarification and the issue will be addressed in the next month's statement, should that be required.

J. Various Vehicle Impound Sections with Release Information

SECTION	DESCRIPTION	RELEASE INFORMATION
22651(a) VC	Abandoned	<ul style="list-style-type: none"> <li>• Admin Fees Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(b) VC	Blocking traffic	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(c) VC	Recovered stolen on hwy (refer to 22653(a) for private property)	<ul style="list-style-type: none"> <li>• <b><u>Admin Fee Waived</u></b></li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(d) VC	Blocking dwy	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(e) VC	Blocking fire equipment	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(f) VC	Abandoned on hwy over 4 hrs	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(g) VC	Driver incapacitated from TC	<ul style="list-style-type: none"> <li>• <b><u>Admin Fee Waived</u></b></li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(h)(1) VC	Driver arrested	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(h)(2) VC	Driver issued DS367 (DUI)	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(i) VC	Over 5 parking cites	<ul style="list-style-type: none"> <li>• <b>Agency Hold</b></li> </ul>



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



SECTION	DESCRIPTION	RELEASE INFORMATION
22651(j) VC	No evidence of registration	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> <li>• R/O address</li> </ul>
22651(k) VC	Parked over 72 hours	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(l) VC	Parked w/i construction “no parking” signs	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(m) VC	Parked w/i special event “no parking” signs	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(n) VC	No parking by resolution or ordinance	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(o) VC	Reg expired over 6 months / false reg or card	<ul style="list-style-type: none"> <li>• <b>Agency Hold</b></li> </ul>
22651(p) VC	DL susp/exp/none (refer further to 14602.6)	<ul style="list-style-type: none"> <li>• <b>Agency Hold</b></li> </ul>
22651(r) VC	Illegally parked on hwy and blocking legally parked veh (refer to 22651.3 for private property)	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(s) VC	Parked in rest area over 8 hours	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(t) VC	Violation of 25279 VC	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(u) VC	Violation of 11700 VC	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(v) VC	Billboard violation	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22651(w) VC	Violation of 21100(p) VC	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



SECTION	DESCRIPTION	RELEASE INFORMATION
21651.3 VC	Illegally parked on off-street pkg facility and blocking legally parked veh or 5 or more cites	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent <b>(Agency hold if due to parking cites)</b></li> <li>• Valid Reg</li> <li>• Valid ID</li> </ul>
22651.5 VC	Veh horn/alarm	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22652 VC	Parked in violation of 22507.8 VC on prvt prop or hwy (handicap spaces)	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22652.6 VC	Parked in violation of 22511.57 VC on prvt prop or hwy (handicap spaces)	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22653(a) VC	Recovered stolen on hwy	<ul style="list-style-type: none"> <li>• <b><u>Admin Fee Waived</u></b></li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22653(b) VC	Involved in TC 20002 and left on prvt prop	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22653(c) VC	Veh on prvt prop and driver arrested (remove only upon request of prop owner)	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22654(a) VC	Violation of 22500-22504	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22654(e) VC	On hwy & obstruct emergency services or scene of disaster	<ul style="list-style-type: none"> <li>• <b><u>Admin Fee Waived</u></b></li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22655 VC	On hwy or prvt prop and inspection required for 20002-20006 (not to exceed 48 hrs)	<ul style="list-style-type: none"> <li>• <b>Agency hold</b></li> </ul>
22655.3 VC	Veh abandoned by driver and 2800 VC	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>
22655.5 VC	Impound for evidence	<ul style="list-style-type: none"> <li>• <b>Agency hold</b></li> </ul>
22656 VC	Veh parked w/i 7.5' of railroad tracks	<ul style="list-style-type: none"> <li>• Admin Fee Required</li> <li>• Release to R/O or agent</li> <li>• Valid Reg</li> </ul>



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



SECTION	DESCRIPTION	RELEASE INFORMATION
22669(a) VC	Vehicle abandoned	<ul style="list-style-type: none"><li>• Admin Fee Required</li><li>• Release to R/O or agent</li><li>• Valid Reg</li></ul>
22669(d) VC	Vehicle abandoned w/no battery	<ul style="list-style-type: none"><li>• Admin Fee Required</li><li>• Release to R/O or agent</li><li>• Valid Reg</li></ul>
14602.6 VC	30 day hold for suspended/expired/none issued DL	<ul style="list-style-type: none"><li>• <b>Agency hold</b></li></ul>
14602.8 VC	5/15 day hold for DUI arrest w/prior DUI conviction	<ul style="list-style-type: none"><li>• <b>Agency hold</b></li></ul>
23109.2 VC	30 day hold for violation of reckless driving (23109 VC)	<ul style="list-style-type: none"><li>• <b>Agency hold</b></li></ul>
27491.3 GVC	Coroner's case safekeeping	<ul style="list-style-type: none"><li>• <b><u>Admin Fee Waived</u></b></li><li>• Release to NOK per Coroner's Bureau Investigator</li></ul>





COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



**13. COLLUSION**

- A. An Operator and/or applicant shall not conspire, 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 understanding regarding rates or conditions to the TSA that would bring about any unfair condition which could be prejudicial to the SBSO, the motoring public, or other Operators.
  
- B. A finding by the SBSO that any Operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the TSA. Any Operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on all SBSO rotation tow lists for the current term, plus three years.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



**14. INSURANCE**

- A. The Operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the Operator’s business is located, and is authorized to do business in California:
- 1) Minimum Level of Financial Responsibility (as required by Section 34631.5 CVC) - 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.
  - 2) Uninsured Motorist - Legal minimum, combined single limit.
  - 3) On-Hook Coverage/Cargo - Insuring the vehicle in tow with limits based on the size of the tow truck.
    - a) Class A tow truck.....\$50,000.
    - b) Class B tow truck.....\$100,000.
    - c) Class C tow truck.....\$200,000.
    - d) Class D tow truck.....\$250,000
  - 4) Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
  - 5) 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.
- B. An Operator shall provide proof of insurance for all storage facilities listed on the Operator’s SBSO-234A.
- C. Proof of insurance shall be in the form of a certificate of insurance. The Operator’s insurance policy shall provide not less than 30 days written notice to the SBSO in the event the insurance policy is canceled or is due to expire.
- D. Failure of the Operator to maintain the minimum insurance requirements set forth in this TSA shall immediately nullify this TSA, shall be cause to remove the Operator from the SBSO Rotation Tow List, and also be subject to disciplinary action by the Area commander.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



---

**15. ANNUAL OPEN ENROLLMENT AND APPLICATION PROCESS**

- A. The selection of an Operator shall be uniformly, fairly and objectively applied by the Area Commander in evaluating every applicant who applied for placement on the SBSO Rotation Tow List.
- B. All Area Commanders shall be responsible for following the standardized procedure of accepting and inspecting tow service operators prior to and during the process of any tow service agreements.
- C. Applications for towing services shall only be accepted during the open enrollment period, as designated by the Area Commanders.
- D. Area Commanders, or their designee, shall provide for notification of open enrollment to all existing SBSO Rotation Tow List Operators. All existing Operators shall be required to re-apply each year during the open enrollment.
- E. The Area Division Commander shall conduct, at a minimum, one (1) annual open enrollment meeting to discuss the forthcoming TSA term and issues concerning the SBSO Rotation Tow Program.
  - 1) The Area Division Commander shall give the Operator a 30-day written notice, if practical, of the meeting.
  - 2) The annual open enrollment meeting may be conducted by the Area Division Commander, or designee, as personal individual meetings (via telephone, email or in person) with each Operator if there are no significant issues to be discussed.
  - 3) Attendance of any open enrollment meeting is mandatory. However, should an Operator be unavailable to attend the designated meeting, one secondary meeting may be established to accommodate this requirement.
  - 4) If an Operator or Operator's designee fails to attend an annual open enrollment meeting, the Operator's application for the forthcoming TSA term may be denied.
    - a) The Operator shall be provided with written notification of the denial and may reapply during the next open enrollment.
- F. Any subsequent meetings shall be mandatory for the Operator or Operator's designee.
  - 1) The SBSO shall give a 30-day written notice, if practical, of the meeting.
  - 2) Failure to attend a meeting shall result in disciplinary action.
- G. Each station shall keep a file / track all accepted Operator's application and various required documents.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



**16. DEMEANOR AND CONDUCT**

- A. While involved in SBSO rotation tow operations or related business, the Operator and/or employee(s) 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 which the Operator is capable of performing.
  - 3) Any act of sexual harassment or sexual impropriety (refer to Element 32 – Santa Barbara County Anti-Harassment Policy).
  - 4) Unsafe driving practices.
  - 5) Exhibiting any objective symptoms of alcohol or drug use.
    - a) The Operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the SBSO if an odor of an alcoholic beverage is detected upon their person.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



**17. TOW COMPLAINTS**

- A. All SBSO related tow service complaints received or initiated by the SBSO against an Operator or their employees shall be accepted and investigated in a fair and impartial manner.
  - 1) The Operator and their employees shall cooperate with SBSO investigators during the course of an investigation.
- B. Alleged violations of the TSA shall be investigated by the Area Division Commander, or his/her designee.
- C. Should the filing of criminal charges be a possibility, the SBSO shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.
- D. Complaints for violations of the law not normally investigated by SBSO shall be referred to the agency with investigation jurisdiction.
- E. The Operator shall be notified in writing of the findings within 30 days of the conclusion of any investigation.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



**18. COMPLIANCE WITH LAW**

- A. The Operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.
- B. In the event of a minor traffic violation(s) by rotation tow truck driver(s) which come(s) to the attention fo the SBSO, the Operator will be granted the opportunity to take necessary steps to ensure that his/her driver(s) drive() in compliance with the law. Any subsequent traffic violation(s) may be cause for disciplinary action against the Operator and/or the involved employee(s).
- C. Any flagrant traffic violation(s) may be cause for immediate disciplinary action against the Operator and/or the involved employee(s).
- D. Any conviction of the Operator or employee involving a stolen or embezzled vehicle, fraud related to a towing business, stolen or embezzled 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 should be cause for suspension, denial of an application, or termination of the Operator from the SBSO Rotation Tow Program.
  - 1) Any three same-section misdemeanor convictions of the Operator or employee of a crime listed above (Section 18.B) shall be cause for denial of an application or termination from the SBSO Rotation Tow Program.
- E. Any felony conviction of the Operator or employee shall be cause for denial of an application or termination from the SBSO Rotation Tow Program.
- F. Any conviction of the Operator or employee of crimes listed within Section 13377 CVC shall be cause for denial of an application or termination from the SBSO Rotation Tow Program.
  - 1) The term “tow truck driver” within Section 13377 CVC shall apply to Operator’s and all of their employees.
- G. A conviction is as defined in 13375 CVC.
- H. SBSO personnel, as well as Operators and their employees, shall not be offered nor accept gratuities pursuant to Section 12110(a) CVC.
- I. No Operator or their employees shall accept any gratuities 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) CVC.
- J. An Operator shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the Operator’s custody.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



K. An Operator and/or employee arrested/charged for a violation involving any of the above crimes should be suspended until the case is adjudicated.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



---

## 19. COMPLIANCE WITH TSA

- A. The Operator agrees, as a condition of inclusion in the SBSO Rotation Tow Program, to comply with the terms and conditions of the TSA. Furthermore, the Operator or their agent agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., notice of proposed suspension, suspension, termination, or denial of an application).
- B. A violation of the equipment requirements, related to safety, shall be cause for immediate suspension.
  - 1) The suspension shall remain in effect until the suspension period is completed and CHP and/or SBSO has inspected the equipment and concluded the Operator is in compliance.
- C. A violation of the GVWR and/or safe loading requirements of a tow truck may be cause for disciplinary action.
  - 1) This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.
- D. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension.
  - 1) The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the SBSO.
- E. Any unsatisfactory terminal evaluation rating issued by the Motor Carrier Safety Unit (MCSU) shall be cause for suspension.
  - 1) The suspension shall remain in effect until proof of a satisfactory compliance rating from the MCSU has been provided to the Area commander.
- F. Allowing an incompetent tow truck driver to respond to a SBSO call shall be cause for disciplinary action of the Operator.
- G. An Operator responding a tow truck driver to a SBSO call (i.e., those drivers dispatched by the Operator's business) for whom the following information has not been submitted and approved by the Area Division Commander, shall be cause for disciplinary action of the Operator:
  - 1) A SBSO-234P shall include all convictions of felonies and misdemeanors.
    - a) A new tow truck driver, or any tow truck driver that has separated from the SBSO Rotation Tow Program, shall be fingerprinted in accordance to Section 3, Item G.
  - 2) Documentation indicating completion of a TSAAC approved tow truck driver training program within the past five (5) years.





COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



- 3) Enrollment in an annual random drug testing program and the EPN program.
- H. Operators shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.
- 1) The on-scene investigating officer or incident commander shall make the determination when an Operator may record a scene for tow related business reasons.
  - 2) In the event an Operator is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the SBSO.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



---

## 20. DISCIPLINARY ACTION

- A. The Area Division Commander shall take disciplinary action against an Operator for violations investigated and sustained. Furthermore, the Operator agrees that failure by the Operator, or their agent, to comply with these terms and conditions shall be cause for disciplinary action (i.e., notice of proposed suspension, suspension, denial of an application, or termination from the SBSO Rotation Tow Program).
  - 1) The Area Division Commander shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this TSA.
- B. Nothing shall preclude the SBSO from taking the appropriate enforcement or administrative action for any violations of law.
- C. Nothing herein shall be deemed to prohibit the SBSO from immediately suspending, terminating, or denying an application of any Operator or employee whose conduct, in the opinion of the Area Division Commander, is deemed to be a danger to the motoring public (e.g., registered sex offender), or who has engaged in conduct constituting a flagrant violation of the TSA.
- D. Records of violations shall be retained by the Area Division Commander for 36 months.
- E. Disciplinary action taken against an Operator by an Area Division Commander should be honored by all SBSO stations being serviced by the Operator in question.
- F. Any disciplinary action taken by another agency's TSA program against an Operator or truck driver shall also apply to the SBSO TSA program (e.g.: any driver who gets suspended by CHP will also get suspended by SBSO).



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



**21. TERMS OF DISCIPLINARY ACTION**

A. Minor Violations: Except as specifically stated in the TSA, minor violations of the terms and conditions of the TSA may be cause for disciplinary action in the following manner:

- 1) First violation within a 12-month period – letter of written reprimand and mandatory meeting between the Operator and the Area Division Commander, or his/her designee, to discuss remediation and future avoidance of the violation.
- 2) Second violation within a 12-month period – one to 30-day suspension.
- 3) Third violation within a 12-month period – 60 to 90-day suspension.
- 4) Fourth violation within a 12-month period – termination of the TSA, or if deemed appropriate, in lieu of a termination, the Area Division Commander may impose additional suspensions for longer periods.

NOTE: Nothing may preclude an Area Division Commander from imposing a suspension for a first violation if it is a flagrant violation of the terms and conditions of the TSA.

B. Major Violations: Violations of the terms and conditions of the TSA that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

- 1) If deemed appropriate, in lieu of termination, the Area Division Commander may impose additional suspensions for longer periods.

C. A suspended or terminated Operator, and/or the tow business owner at the time of the suspension or termination, shall not be eligible for a rotation listing for the duration of the suspension or termination.

- 1) This provision applies to the Operator working in any capacity within any tow business or operating any tow business, even if operated under new ownership.

D. If the suspension of the Operator would take them through the end of the current TSA, the Operator may apply to be on the following year's rotation tow list, but the Operator will not be reinstated until the full suspension is completed. If the Operator is terminated from the TSA, then the Operator will be unable to apply for the SBSO rotation tow list for the following three tow service agreement periods.

E. An Operator shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



## 22. HEARING/APPEAL

- A. A hearing shall be granted, upon an Operator's written request, within ten (10) calendar days, for any of the following circumstances:
  - 1) Operator is served with disciplinary action.
  - 2) Denial of an Operator's application (SBSO-234A) or an Operator's personnel (SBSO-234P).
- B. A hearing shall be held as soon as practicable.
- C. The hearing shall be conducted by the Area Division Commander, and the Operator shall be entitled to present all relevant facts and circumstances in support of the Operator's position.
  - 1) The Operator shall be entitled to present testimony of at least one qualified person.
- D. The Operator shall be notified in writing of the Area commander's decision(s) within ten (10) business days of the date of completion of the hearing.
- E. Upon receipt of the Area Division Commander's written hearing decision, if the Operator is dissatisfied with the decision(s), the Operator may appeal by submitting a written request to the Chief Deputy within ten (10) business days.
- F. The appeal shall be conducted by the Chief Deputy or designee and shall be held as soon as practicable.
  - 1) The Operator shall have the same rights as afforded at the Division Commander level.
  - 2) The Operator shall be notified in writing of the Chief Deputy's decision(s) within ten (10) business days of the appeal.
  - 3) The Chief Deputy's decision(s) shall be subject to no further administrative appeal.
- G. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of Operators whose conduct is deemed to be a danger to the motoring public or who continue to violate the terms and conditions of this TSA.
- H. If an Operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the Area Division Commander shall be final and the disciplinary action shall take effect upon written notification to the Operator by the Area Division Commander.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



---

### **23. MIDTERM REVIEW**

- A. The purpose of a midterm review is to provide a process for a review of the terms and conditions of the TSA in the event there is a legitimate and substantial change in conditions or law affecting the majority of the Operators within the Santa Barbara County area.
- B. A midterm review, when granted by the Area Division Commander, will not automatically authorize a change in the terms and conditions of the TSA.
  - 1) If a midterm review is announced by a Area Division Commander, it is the responsibility of the affected Area Division Commanders to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change is justified.

### **24. ADVERTISING**

- A. The Operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the SBSO or the Department of Motor Vehicles.

### **25. CANCELLATION**

- A. This TSA may be canceled by either party without prejudice by giving thirty days written notice to the other party.
- B. For good cause shown, the Area Division Commander may temporarily relieve a qualified Operator of compliance with a required provision of the TSA. Any such exemption must be requested in writing, stating valid reasons for the need and justification for the exemption from a requirement of the TSA. No exemption shall be deemed to have been granted unless it is expressly received by the requesting Operator in writing from the SBSO.
- C. If it is determined that the Operator had knowledge of criminal activity occurring on the property of the Operator, or the Operator is arrested for a crime which is a felony, then the TSA agreement may be immediately terminated.
- D. If the Operator refused to comply with any of the terms of the TSA, then the TSA agreement may be immediately terminated.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



---

**26. TOW SERVICE AGREEMENT ADVISORY COMMITTEE APPROVED TOW TRUCK DRIVER TRAINING COURSES**

**Automobile Club of Southern California**

3333 Fairview Road, Costa Mesa, CA 92626  
Telephone: (714) 885-1333  
Contact: Rob Wade  
E-mail: wade.robert@caaa-calif.com

**California Tow Truck Association**

3050 Beacon Blvd., West Sacramento, CA 95691  
Telephone: (800) 874-2860  
E-mail: president@ctta.com

**International Institute of Towing & Recovery (Instructor Led / Self Study Course)**

700 12<sup>th</sup> Street NW, Suite 700, Washington, DC 20005  
Telephone: (888) 392-9300  
Contact: Peter Fuerst at (415) 859-1889  
E-mail: pfuerst1@comcast.net

**Randy Resch**

21020 Fog Ridge, Alpine, California 91901  
Telephone: (619) 807-3177  
E-mail: rreschran@gmail.com

**Tow Pros, LLC**

4615 East Brundage Lane, Bakersfield, CA 93307  
Telephone: (661) 979-0747  
Contact: Ken Kay  
E-mail: kktowman@towpros.com

**WreckMaster Incorporated**

P.O. Box 473, Lewiston, NY 14092  
Telephone: (800) 267-2266  
E-mail: www.WreckMaster.com

AAA Northern California-Nevada-Utah (NCNU)  
1900 Powell Street, Emeryville, California 94608  
Telephone: (510) 596-3830  
Contact: Esther Hauser  
E-mail: Esther.Hauser@goaaa.com



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



## **27. DEFINITIONS**

### AGENT

A person authorized by another to act for or in place of the registered or legal owner. A person entrusted with a registered or legal owner's business who represents and acts for another. An agent transacts or manages for the registered or legal owner by their authority.

### AREA COMMANDER

The commander or his/her designee in charge of the North or South County Operations Division within the Sheriff's Office.

### DAYS

Any reference to "days" designates calendar days unless specified.

### ENROLLMENT PERIOD

The period of time when a tow company may submit an application for inclusion on a Sheriff's station's rotation tow list. The enrollment period will be open from May 1<sup>st</sup> through June 21<sup>st</sup> of 2019.

### EXEMPTION

Written grant of temporary relief to an operator from a specific required term of the Tow Service Agreement unrelated to any legal or safety requirements.

### INCIDENT COMMANDER

The uniformed SBSO member present at the incident that has scene management responsibilities.

### LIEN

A charge or security upon property.

### LIENHOLDER

One who has a charge or security upon property.

### LOAD SALVAGE OPERATIONS

Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, C and D tow trucks.

### MAJOR VIOLATIONS

Violations of the TSA which are serious enough to require suspension or termination as the first level of disciplinary action.

### MINOR VIOLATIONS

Violations of the TSA which are not flagrant and will generally result in a notice of proposed suspension as the first level of discipline. Subsequent minor violations may result in suspension.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



NOTICE

All notices relating to this Agreement shall be in writing and delivered to the other party in person, via FAX, via email, or by U.S. mail.

NOTICE OF PROPOSED SUSPENSION

A written notice to an Operator which specifies any violation(s) of the TSA, orders corrective action, and warns of further action(s) to be taken if corrective action is not taken.

OPERATOR (also TOW OPERATOR)

A tow service, which has been issued a Letter of Authorization, has signed the Tow Service Agreement and is approved to receive SBSO referred calls in a particular geographical area. The term “Operator” refers to the company, its owner(s), and its manager(s) who have authority to enter into an Agreement with the SBSO for towing services and to conduct business in accordance with the terms of this Agreement, and its employees.

PARTY OF INTEREST

Refers to the Registered Owner, or agent, of a vehicle. An agent is a party who may lawfully act on behalf of the Registered or Legal Owner of the vehicle.

PORTAL TO PORTAL

Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. Examples:

1. 4x4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment;
2. Burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed;
3. Car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.

For the purpose of this Agreement, “Portal to Portal” shall also mean “Portal to End of Service”.

POSSESSION

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

PUBLIC SAFETY RESPONSE

A response which results in a storage of a vehicle at the direction of a deputy. This does not include storage at the request of the vehicle operator, Registered Owner, or agent.

RESPONSE TIME

The period of time from an operator’s notification by SBSO’s dispatcher of a call to the arrival of the tow truck at the location requested.





COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



RETAIL RATE

The usual customary rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.

SBSO

The Santa Barbara County Sheriff's Office.

SBSO-234A

Rotation Tow Listing Application form.

SBSO-234EL

Operator's Employee List form.

SBSO-234P

Operator's Personnel Information form.

SBSO-234T

Operator's Tow Truck List form.

SHERIFF

The elected Sheriff of Santa Barbara County.

SUSPENSION

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

TERMINATION

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

TOW TRUCK

A tow truck as defined in Section 615 of the California Vehicle Code. Also includes slide back carriers and wheel lift vehicles.

TOW DISTRICT

The geographical area in which an Operator may receive SBSO referred calls. The number, as well as boundaries of tow districts, will be determined solely by the Area Commander in consideration of the needs of the SBSO.

TOW SERVICE AGREEMENT (TSA)

A document which sets forth the terms and conditions of an Agreement between the Operator and the SBSO.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



VEHICLE RECOVERY OPERATION

An operation involving the process of up-righting an overturned vehicle, or returning a vehicle to a normal position on the roadway, which requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C or D tow truck(s).



**COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
TOW SERVICE AGREEMENT 2019 – 2020**



**28. APPLICABLE CALIFORNIA VEHICLE CODE SUMMARY**

Note: Many California laws, which govern a tow operator’s business and vehicle operations, are included in this attachment. The list of California statutes included herein is intended as a general guide only and is not meant to be considered all-inclusive. It is the tow operator’s responsibility to know and comply with all federal and state statutes and all local ordinances relating to his/her business operations, including those that are referred to in this document and those that are not; any new statutes or ordinances that are subsequently adopted; and any amendments, repeals, or modifications of existing statutes and ordinances, including but not limited to those described in this attachment.

<u>Vehicle Type or Cargo Class License / Endorsement Codes</u>	
Pulling more than one trailer .....	A / T
Transporting passenger for hire .....	A or B / P
Tank vehicle .....	A or B / N
Hazardous materials .....	A, B or C / H
Tank vehicle with hazardous materials.....	A, B or C / X

General

1. The operator shall be able to properly conduct a lien sale on a stored vehicle as outlined in Division 11, Chapter 10, Article 2, beginning with section 22851 of the California Vehicle Code (CVC).
2. The operator and/or his/her agents who drive tow trucks shall be properly licensed in accordance with section 12804.9 of the California Vehicle Code.
  - a) Commercial driver licenses must be endorsed to allow operation of special vehicle configurations and /or special cargoes. The following table shows the correct license class and endorsement for the vehicle or cargo being transported.
    - 1) Tow truck drivers shall have the proper class of license and endorsement(s) for the vehicle and cargo being transported, as shown above.
      - (A) Whenever tank vehicles, double trailers and/or hazardous materials carriers are towed or driven, the driver is required to possess the appropriate class of license and endorsement.
      - (B) Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- 2) Tow truck drivers may obtain a Class A driver license that is restricted to towing other vehicles.
  - (A) The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.
  - (B) Commercial vehicle operators or operators of vehicles requiring a special certificate must possess both the appropriate license and certificate, and be in possession of a valid medical card.
3. The operator shall comply with the provisions contained in Division 4, Chapter 2 (reports of Stored Vehicles) of the California Vehicle Code.
4. The operator shall comply with the provisions of section 10854 of the California Vehicle Code, relating to unlawful use of a vehicle or tampering with a vehicle by a bailee.
5. The operator shall comply with the provisions of section 12110 of the California Vehicle Code, relating to prohibited compensation for arranging or requesting towing services.
6. The operator shall comply with the provisions of Division 11, Chapter 9, relating to stopping, standing or parking, and Chapter 10, relating to the removal and disposition of vehicles.
7. Tow trucks shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the California Vehicle Code.
8. Tow trucks towing disabled legal vehicles or legal combination of vehicles shall comply with all of the vehicle size and weight limitations contained in Division 15 of the California Vehicle Code.
  - a) Tow operators may obtain transportation permits, which allow specific variances on these vehicle length and weight limitations, through the California Department of Transportation or local authorities with respect to highways under their respective jurisdictions.
    - 1) The California Department of Transportation issues permits to requesting operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:
      - (A) Disabled legal vehicles or legal combination of vehicles may be towed on state highways to the nearest appropriate place of repair, or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of this permit to allow these combinations to be towed to their ultimate destination for convenience, unless that destination meets the foregoing criteria.
      - (B) Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When one end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the tow truck and/or the drive axle(s) of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



or axle group exceeds legal weight, movement will be limited to specific routes.

- 2) Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit, or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the California Department of Transportation.
- 3) The driver of a tow truck, operating under a transportation permit, shall comply with all the terms and conditions of the permit.
9. The operator shall comply with the provisions of sections 3068 through 3074 of the California Civil Code, relating to liens on vehicles, including service liens; towing, storage and labor liens; towing and storage charges; lien satisfaction; tow truck operator deficiency claims; lien sales; obtaining possession of a vehicle or any part thereof subject to a lien by trick, fraud or device; and improperly causing a vehicle to be towed or removed in order to create a lien.
10. The operator shall comply with sections 182, 470 and 532 of the California Penal Code, relating to conspiracy to commit forgery or fraud, forgery and fraud.
11. The operator shall comply with the provisions of sections 17200 and 17500 of the California Business and Professions Code, relating to fraudulent or unfair business practices and false or misleading statement.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



---

**29. SPECIFIC CALIFORNIA VEHICLE CODE REQUIREMENTS RELATING TO TOW TRUCKS**  
**(Summarized California Vehicle Code Provisions)**

Unlawful Advertising (sec. 25). (a) It is unlawful for any person to display or cause or permit to be displayed any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of California Highway Patrol unless such person has lawful authority, permission or right to make such display.

Tow Truck (sec. 615).

- (a) A “tow Truck” is a motor vehicle which has been altered or designed and equipped for, and primarily used in the business of towing vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise exclusively used to render assistance to other vehicles. A “roll-back carrier” designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. “Tow truck” does not include an automobile dismantlers’ tow vehicle or a reposessor’s tow vehicle.
- (b) Reposessor’s “tow vehicle” means a tow vehicle which is registered to a reposessor licensed or registered pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code that is used exclusively in the course of the repossession business.
- (c) Automobile dismantlers’ “tow vehicle” means a tow vehicle which is registered by an automobile dismantler licensed pursuant to Chapter 3 (commencing with Section 11500) of Division 5 and which is used exclusively to tow vehicles owned by that automobile dismantler in the course of the automobile dismantling business.

NOTE: A vehicle that is not exclusively used in the business of towing vehicles nor used to render assistance to other vehicles is not a “tow truck” as defined above and need not comply with the requirements of the California Vehicle Code sections cited in this attachment. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on “tow trucks”, and is not entitled to special parking privileges under Vehicle Code section 22513.

Portable Dolly (sec. 4014). Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration.

License Plates (sec. 5201). (a) The rear license plate on a tow truck may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, no less than 12 inches nor more than 90 inches from the ground.

Tow Service Unlawful Acts (sec. 12110).

- (a) Except as provided in subdivision (b), no towing service shall provide and no person or public entity shall accept any direct or indirect commission, gift, or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



in this section, “arranging” does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.

- (b) Subdivision (a) does not preclude a public entity otherwise authorized by law from requiring a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity. However, the fee in those cases may not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program.
- (c) Any towing service or any employee of a towing service that accepts or agrees to accept any money or anything of value from a repair shop and any repair shop or any employee of a repair shop that pays or agrees to pay any money or anything of value as a commission, referral fee, inducement, or in any manner a consideration, for the delivery or the arranging of a delivery of a vehicle, not owned by the repair shop or towing service, for the purpose of storage or repair, is guilty of a misdemeanor, punishable as set forth in subdivision (d). Nothing in this subdivision prevents a towing service from towing a vehicle to a repair shop owned by the same company that owns the towing service.
- (d) Any person convicted of a violation of subdivision (a) or (c) shall be punished as follows:
  - (1) Upon first conviction, by a fine or not more than five thousand dollars (\$5,000) or imprisonment in the county jail for not more than six months, or by both that fine and imprisonment. If the violation of subdivision (a) or (c) is committed by a tow truck driver, the person’s privilege to operate a motor vehicle shall be suspended by the department under Section 13351.85. The clerk of the court shall send a certified abstract of the conviction to the department. If the violation of either subdivision (a) or (c) is committed by a tow truck driver, the court may order the impoundment or the tow truck involved for not more than 15 days.
  - (2) Upon a conviction of a violation of subdivision (a) or (c) that occurred within seven years of one or more separate convictions of violations of subdivision (a) or (c), by a fine or not more than Ten thousand dollars (\$10,000) or imprisonment in the county jail for not more than one year, or by both that fine and imprisonment. If the violation of subdivision (a) or (c) is committed by a tow truck driver, the person’s privilege to operate a motor vehicle shall be suspended by the department under Section 13351.85. The clerk of the court shall send a certified abstract of the conviction to the department. If the violation of either subdivision (a) or (c) is committed by a tow truck owner, the court may order the impoundment of the tow truck involved for not less than 15 days but not more than 30 days.

Stopping or Parking (sec 22513). Section 22513 prohibits a tow truck operator or owner from stopping at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for services, or furnishing any towing services unless summoned to that accident scene or disabled vehicle, or flagged down by the owner or operator of the disabled vehicle or by a peace officer. The tow truck driver or owner is also prohibited from removing any vehicle from a highway or public property, without the express written authorization of the vehicle’s owner or operator, or a law enforcement officer or



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



agency, when the vehicle has been left unattended or when there is an injury as a result of an accident.

Stopping on Freeway (sec. 21718). No person shall stop, park or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:

- (1) When necessary to avoid injury or damage to persons or property.
- (2) When required by law or in obedience to a peace officer or official traffic control device.
- (3) When any person is actually engaged in maintenance or construction on freeway property or any employee of a public agency is actually engaged in the performance of official duties.
- (4) When any vehicle which is so disabled that it is impossible to avoid temporarily stopping and another vehicle has been summoned to render assistance to the disabled vehicle or driver of the disabled vehicle. This paragraph applies when the vehicle summoned to render assistance is a vehicle owned by the donor of free emergency assistance that has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the donor for the specific purpose of summoning assistance, other than towing service, from the donor.
- (5) Where stopping, standing, or parking is specifically permitted. However, buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.
- (6) Where necessary for any person to report a traffic accident or other situation or incident to a peace officer or any person specified in paragraph (3), either directly or by means of an emergency telephone or similar device.
- (7) When necessary for the purpose of rapid removal of impediments to traffic by the owner or operator of a tow truck operating under an agreement with the Department of California Highway Patrol.
- (8) A conviction of a violation of this section is a conviction involving the safe operation of a motor vehicle upon the highway if a notice to appear for the violation was issued by a peace officer described in Section 830.1 or 830.2 of the Penal Code.

Towing or Storage Charges: Payment (sec 22651.1). Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A person operating or in charge of any storage facility who refused to accept a valid bank credit card shall be liable to the registered owner of the vehicle for four times the amount of the towing and storage charges, but not to exceed five hundred dollars (\$500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.





COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



Credit card charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit card when agreeing with a towing or storage provider on rate.

Release of a Stored Vehicle (sec 22850.3).

- (a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current vehicle registration. The agency, which caused the vehicle to be stored, may, in its discretion, issue a notice to appear for the registration violation, if the two days immediately following the day of impoundment are weekend days or holidays.
- (b) At every storage facility there shall be posted in a conspicuous place a notice to the effect that a vehicle placed in storage pursuant to Section 22850 may be released only on proof of current registration or, at the discretion of the impounding agency, upon the issuance of a notice to appear for the registration violation by the local agency which caused the vehicle to be stored, specifying the name, and telephone number of that local agency.

Stoplamps, Taillamps, Reflectors (secs. 24600, 24603 and 24607). In addition to required lighting equipment, tow trucks may be equipped with additional stoplamps, taillamps and rear reflectors which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position. Such additional taillamps shall be lighted whenever the headlamps are lighted.

Tow Trucks and Towed Vehicles (sec. 24605).

- (a) A tow truck or an automobile dismantler's tow vehicle used to tow a vehicle shall be equipped with and carry a taillamp, a stoplamp, turn signal lamps, and a portable electric extension cord for use in displaying the lamps on the rear of the towed vehicle.
- (b) Whenever a tow truck or an automobile dismantler's tow vehicle is towing a vehicle and a stoplamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the operator of the tow truck or the automobile dismantler's tow vehicle shall, by means of an extension cord, display to the rear a stoplamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a taillamp on the towed vehicle cannot be lighted, the tow truck or the automobile dismantler's tow vehicle operator shall, by means of an extension cord, display to the rear a taillamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.
- (c) Whenever any motor vehicle is towing another motor vehicle, stoplamps and turn signal lamps are not required on the towed motor vehicle, but only if a stoplamp and turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed vehicle. This subdivision does not apply to driveaway-towaway operations.

Utility Floodlights (sec 25110). (a) Tow trucks that are used to tow disabled vehicles might be equipped with utility flood or loading lamps mounted on the rear, and sides, which project a white light



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



illuminating an area to the side or rear of the vehicle for a distance not to exceed 75 feet at the level of the roadway.

Tow trucks may display such utility floodlights only during the period of preparation for towing at the location from which a disabled vehicle is to be towed. The flood lamps shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver.

Warning Lamps on Tow Trucks (sec 25253). Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. Tractor-trailer combinations are exempt from this requirement. Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when such tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.

Note: Vehicles used by automobile dismantlers to tow disabled vehicles may be equipped with flashing amber warning lights. Vehicles used by service stations or garages to occasionally render assistance to disabled vehicles are not tow trucks and are not permitted to be equipped with flashing amber warning lamps.

Use of Flashing Amber Warning Light (sec.25268). No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists.

Warning Devices on Disabled or Parked Vehicles (sec 25300).

- (a) Every vehicle which, if operated during darkness, would be subject to the provisions of Section 25100, and every truck tractor, irrespective of width, shall be equipped with a least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination.

All reflectors shall be maintained in good working condition.

- (b) When any such vehicle is disabled on the roadway during darkness, reflectors of the type specified in subdivision (a) shall be immediately placed as follows:

- (1) One at the traffic side of the disabled vehicle, nor more than 10 feet to the front or rear thereof;
- (2) One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by such vehicle; and
- (3) One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.
- (4) If disablement of any such vehicle occurs within 500 feet of a curve, crest of hill, or other obstruction to view, the driver shall so place the reflectors in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicle.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- (5) If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one such reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one such reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.
- (c) When any such vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: One at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of the roadway and the vehicle, but in no event less than 2 feet to the left of the widest portion of the vehicle or load thereon.
- (d) Until the reflectors required by this section can be placed properly, the requirements of this section may be complied with temporarily by either placing lighted red fuses in the required locations or by use of turn signal lamps, but only if front turn signal lamps at each side are being flashed simultaneously and rear turn signal lamps at each side are being flashed simultaneously.
- (e) The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.
- (f) Subdivisions (b), (c), (d) and (e) do not apply to a vehicle under either of the following circumstances.
- (1) Parked in a legal position within the corporate limits of any city.
- (2) Parked in a legal position upon a roadway bounded by adjacent curbs.
- (g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway.

Use of Fusees (sec 25305).

- (a) No person shall place, deposit, or display upon or adjacent to any highway any lighted fusee, except as a warning to approaching vehicular traffic or railroad trains, or both, of an existing hazard upon or adjacent to the highway or highway-railroad crossing.
- (b) It is unlawful to use any fusee which produces other than a red light. The provisions of this subdivision shall not apply to any railroad, as defined in Section 229 of the Utilities Code.

Brakes (secs. 26453, 26454 and 26458). Disabled motor vehicles equipped with power brakes are exempt from the provisions of Vehicle Code section 26458 which require a single control on the towing vehicle to operate the brakes on the towed vehicle. Such combinations must meet the stopping distance requirement of 50 feet from an initial speed of 20 miles per hour. The service brakes on the



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



tow truck shall be adequate to control the movement of and stop and hold the combination of vehicles under all conditions and on any grade on which they are operated. Brakes are required to be maintained in good working order at all times.

Broom, Shovel and Extinguisher (sec 27700).

(a) Tow trucks should be equipped with and carry all of the following:

- (1) One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.
- (2) One or more shovels, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt upon that portion of the roadway where the oil or grease has been deposited by the disabled vehicle.
- (3) One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make such approval.

(b) A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code is exempt from this section.

Signs, Tow Truck (sec 27907). There shall be displayed in a conspicuous place on both the right and left side of a tow truck, a reposessor's tow vehicle, or an automobile dismantler's tow vehicle used to tow or carry vehicles a sign showing the name of the company or the owner or operator of the tow truck or tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver. The letters and numbers of the sign shall be not less than 2 inches in height and shall be in contrast to the color of the background upon which they are placed.

A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code, or a registrant of the agency, may use the license number issued to the agency by the Department of Consumer Affairs in lieu of a name, business address, and telephone number.

Safety Connections for Towed Vehicle (sec. 29004(a)).

(a)

- (1) Except as required under paragraph (2), every towed vehicle shall be coupled to the towing vehicle by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue or other connection.
- (2) Any vehicle towed by a tow truck shall be coupled to the tow truck by means of at least two safety chains in addition to the primary restraining system. The safety chains shall be securely affixed to the truck frame, bed or towing equipment, independent of the towing sling, wheel lift, or under-reach towing equipment.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- (3) Any vehicle transported on a slide back carrier or conventional trailer shall be secured by at least four tie-down chains, straps or an equivalent device, independent of the winch or loading cable. This subdivision shall not apply to vehicle bodies that are being transported in compliance with Sections 1340 to 1344, inclusive, of Title 13 of the California Code of Regulations.
- (b) All safety connections and attachments shall be of sufficient strength to control the towed vehicle in the event of failure of the regular hitch, coupling device, drawbar, tongue or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.
- (c) No more slack shall be left in a safety chain, cable, or equivalent device than is necessary to permit proper turning. When a drawbar [as defined in sec. 300] is used as the towing connection, the safety chain, cable or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar falls.
- (d) Subdivision (a) does not apply to a semi-trailer having a connecting device composed of a fifth wheel and kingpin assembly, and it does not apply to a towed motor vehicle when steered by a person who holds a license for the type of vehicle being towed.
- (e) For purposes of this section, a ‘tow truck’ includes both of the following:
- (1) A reposessor’s tow vehicle, as defined in subdivision (b) of Section 615.
  - (2) An automobile dismantler’s tow vehicle, as defined in subdivision (c) of Section 615.
- (f) Vehicles towed by a reposessor’s tow vehicle, as defined in subdivision (b) of Section 615, are exempt from the multi-safety chain requirement of paragraph (2) of subdivision (a) so long as the vehicle is not towed more than one mile from the point of repossession and is secured by one safety chain.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



**30. GENERAL EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS**

A. Tow Truck and Car Carrier Classifications

Tow truck and car carrier classifications are based on the truck chassis GVWR and the classifications system used by the American Trucking Association (ATA) and truck manufacturers.

**ATA and Manufacturer’s Classifications .....CHP Rotation Classifications**

- a) Class 3: 10,000 – 14,000 lbs GVWR .....Class A tow trucks
- b) Class 4: 14,001 – 16,000 lbs GVWR .....Class A tow trucks
- c) Class 5: 16,001 – 19,500 lbs GVWR .....Class A tow trucks
- d) Class 6: 16,501 – 26,000 lbs GVWR .....Class B tow trucks
- e) Class 7: 26,001 – 33,000 lbs GVWR .....Class B tow trucks
- f) Class 8: 33,001 or more GVWR.....Class C & D tow trucks

B. Equipment Limitations

- 1) All towing equipment, recovery equipment and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

C. Towing Limitations

- 1) The 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.
- 4) Any violation of this element is cause for suspension.

D. Identification Labels

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



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



E. Recovery Equipment Rating

- 1) The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30° elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
  - a) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
  - b) Winches shall conform to, or exceed, the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, DAEJ706.
  - c) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

F. Safety Chains

- 1) Safety chains shall be rated at no less than the rating specified by the OEM.
  - a) 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.
  - b) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.
  - c) 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

- 1) All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

H. Signs

- 1) All tow trucks shall display signs on both sides that contain the operator's company name, business address and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 VC.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



I. Wire Rope (Cable)

- 1) Wire rope shall be maintained in good condition. Only wire rope with swayed ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use by the CHP. Consistent with the California Code of Regulations, Title 13, Section 1305(b), 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.





### **31. TOW TRUCK EQUIPMENT REQUIREMENTS**

A. Required equipment all Classes

- 1) Extension – brake and tail lamps.
- 2) Fire extinguisher (approved 4-B, C rating or better).
- 3) Flashlight.
- 4) Broom.
- 5) Shovel.
- 6) Wrecking bar (large pry bar).
- 7) Reflective triangles.
- 8) Six (6) three (3) minute flares, or equivalent.
- 9) Covered trash can(s) with absorbent.
- 10) Shop rags and/or paper towels.
- 11) Shop to truck communications.

B. Service and Other Equipment (for service calls, each tow truck shall be equipped with the following service equipment):

- 1) Adequate emergency supply of fuel in an approved container.
- 2) Booster battery or hotbox starting system.
- 3) Hydraulic jack capable of handling passenger cars and light trucks.
- 4) Metric and standard lug wrenches.
- 5) Rubber mallet/hub cap tool.
- 6) Lockout tools.
- 7) Motorcycle straps (Class A only).
- 8) Sledge hammer.
- 9) Tool kit, which may include:
  - a) Assorted open-ended wrenches; standard and metric
  - b) Assorted screwdrivers; straight and Philips.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



- c) Crescent wrench.
- d) Ball peen hammer.
- e) Pliers.
- f) Battery and terminal cleaning tools.
- g) Mechanic's wire.
- h) Plastic electrical tape and duct tape.
- i) Tire valve core tool.
- j) Miscellaneous fuses.
- k) Small pry bar.
- l) Socket sets; standard and metric.
- m) Ratchet and extensions.

C. Class A Tow Truck

1) Minimum Equipment Specifications

- a) 14,000 pound GVWR chassis.
- b) 4-ton recovery equipment rating.
- c) Hydraulic or mechanical winch(es).
- d) 100' <sup>3</sup>/<sub>8</sub>" 6x19 cable or original equipment manufacturers (OEM) specifications.
- e) Tow chains, <sup>5</sup>/<sub>16</sub>" alloy or OEM specifications, J/T hook assembly.
- f) Safety chains, <sup>5</sup>/<sub>16</sub>" alloy or OEM specifications.
- g) Tow sling and JT hooks assembly, rating at 3,000 pounds.
  - (1) A 4"x4"x48" and a 4"x4"x60" crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly and safety chains.
- h) Wheel lift
  - (1) Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly and safety chains.
  - (2) All required wheel safety straps, or equivalent wheel retention device, tie-downs straps, and safety chains shall be used during towing operations.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



(3) Rating:

(i) Retracted – 3,000 pounds.

(ii) 85" extension (measured from the centerline of the rear axle to the towing vehicle to 10" behind the back face of the lifting bar) – 3,000 pounds.

i) Tow dolly.

j) One 3-ton snatch block.

D. Class A Car Carrier – One Car

1) Minimum Equipment Specifications

a) 14,000 pound GVWR chassis.

b) Hydraulic or mechanical winch.

c) 50' <sup>3</sup>/<sub>8</sub>" 6x19 cable or OEM specifications.

d) JT hooks loading bridle/chains.

e) Safety chains, <sup>5</sup>/<sub>16</sub>" alloy or OEM specifications; four safety chains for the vehicle being transported.

(1) All required tie-down straps and safety chains shall be used as required during towing operations.

E. Class A Car Carrier – Two Cars

1) Minimum Equipment Specifications

a) 16,001 pound GVWR chassis.

b) Hydraulic or mechanical winch.

c) 50' <sup>3</sup>/<sub>8</sub>" 6x19 cable or OEM specifications.

d) JT hooks loading bridle/chains.

e) Safety chains <sup>5</sup>/<sub>16</sub>" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

(1) All required tie-down straps and safety chains shall be used as required during towing operations.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



F. Class B Tow Truck

1) Minimum Equipment Specifications

- a) 26,001 pound GVWR chassis.
- b) Air brakes or hydraulic w/air hookup package.
- c) 14-ton recovery equipment rating.
- d) Hydraulic or mechanical winch(es).
- e) 150'  $\frac{7}{16}$ " 6x19 cable or OEM specifications.
- f) Tow chains,  $\frac{1}{2}$ " alloy or OEM specifications.
- g) Safety chains,  $\frac{1}{2}$ " alloy or OEM specifications.
- h) Tow sling and JT hook assembly, rating at 7,000 pounds.
  - (1) A 4"x4"x48" and 4"x4"x60" crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly and safety chains.
- i) Two 8-ton snatch blocks.
- j) Truck hitch
  - (1) Tow chain assembly, 4"x4"x48" and 6"x6"x60" crossbeams (as necessary), aluminum tow angle(s) and safety chains.
- k) Wheel lift
  - (1) Assortment of lift forks/adaptors, safety straps or equivalent mechanical device, steering wheel clamp, towing dolly and safety chains.
  - (2) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
  - (3) Rating:
    - (i) Retracted – 10,000 pounds
    - (ii) 85" extension (measured from the centerline of the rear axle of the towing vehicle to 10" behind the back face of the lifting bar or from the centerline of the rear axle to the center of the lift forks) – 8,000 pounds.
- l) Axle covers/caps
- m) Air hoses and necessary fittings to provide air to the towed vehicle.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



G. Class B Car Carrier

1) Minimum Equipment Specifications

- a) 26,001 pound GVWR chassis.
- b) Hydraulic or mechanical winch(es).
- c) 50' <sup>3</sup>/<sub>8</sub>" 6x19 cable or OEM specifications.
- d) J/T hooks loading bridle/chains.
- e) Safety chains, <sup>5</sup>/<sub>16</sub>" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.
  - (1) All required tie-down traps and safety chains shall be used during towing operations.

H. Class C Tow Truck

1) Minimum Equipment Specifications

- a) 48,000 pound GVWR chassis.
- b) Air brakes w/air hookup package and single control compressor.
- c) 25-ton recovery equipment rating.
- d) hydraulic or mechanical winch(es).
- e) 200' <sup>5</sup>/<sub>8</sub>" 6x19 cable or OEM specifications.
- f) Tow chains, <sup>5</sup>/<sub>8</sub>" alloy or OEM specifications.
- g) Safety chains, <sup>5</sup>/<sub>8</sub>" alloy or OEM specifications.
- h) Tow sling at rating 12,000 pounds.
  - (1) Tow chain assembly, a 4"x4"x60" and a 6"x6"x60" crossbeam, a pair of spacer blocks, a steering wheel clamp and safety chains.
- i) Truck hitch
  - (1) Tow chain assembly, 4"x4"x60" and 6"x6"x60" crossbeams (as necessary), aluminum tow angle(s) and safety chains.
- j) Wheel lift
  - (1) Assortment of lift forks/adapters, safety tie-down chain(s) and safety chains.
  - (2) Rating:



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



- (i) Retracted – 25,000 pounds
  - (ii) 100” extension (measured from the centerline of the rear axle to the center of the lift works) – 12,000 pounds.
  - k) Steering wheel clamp.
  - l) Two 12-ton snatch blocks.
  - m) Axle covers/caps.
  - n) Air hoses and necessary fittings to provide air to the towed vehicle.
- I. Class D Tow Truck
- 1) Minimum Equipment Specifications
    - a) 52,000 pound GVWR chassis.
    - b) Air brakes w/air hookup package.
    - c) 30-ton recovery equipment rating.
    - d) Hydraulic or mechanical winch(es).
    - e) 250’ <sup>3</sup>/<sub>4</sub>” 6x19 cable or OEM specifications.
    - f) Tow chains, <sup>5</sup>/<sub>8</sub>” alloy or OEM specifications.
    - g) Safety chains, <sup>5</sup>/<sub>8</sub>” alloy or OEM specifications.
    - h) Tow sling at rating 20,000 pounds.
      - (1) Tow chain assembly, a 4”x4”x60” and 6”x6”x60” crossbeam, a pair of spacer blocks, a steering wheel clamp and safety chains.
    - i) Wheel lift
      - (1) Assortment of lift forks/adapters, safety tie-down chain(s) and safety chains.
      - (2) Rating:
        - (i) Retracted – 32,000 pounds
        - (ii) 100” extension (measured from the centerline of the rear axle to the center of the lift forks) – 16,000 pounds.
    - j) Truck hitch
      - (1) Tow chain assembly, 4”x4”x60” and 6”x6”x60” crossbeam (as necessary), aluminum tow angle(s) and safety chains.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



- k) Steering wheel clamp.
- l) Two 12-ton snatch blocks.
- m) Axle covers/caps.
- n) Air hoses and necessary fittings to provide air to the towed vehicle.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



**32. COUNTY OF SANTA BARBARA ANTI-HARASSMENT POLICY**

**I. PURPOSES**

The County of Santa Barbara values its employees and strives to provide a positive work environment where there is mutual respect and support. To foster such an environment, the County is committed to maintaining an environment that is free from unlawful harassment because of a protected classification protected by local, state, or federal law. Harassment based on a protected classification is strictly prohibited and the County will not tolerate, condone or trivialize any such harassment.



Accordingly, the purposes of this policy are to re-affirm the County’s commitment to keeping its workplaces free of unlawful harassment, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations, and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted in County workplaces.

**II. POLICY**

Harassment is a form of misconduct that undermines the integrity of the employment environment. This Policy prohibits all of the following:

- Harassment in any aspect of County employment, based on any characteristic or status that is protected by any federal or California state law or Santa Barbara County ordinance in effect at the time of the harassment. Those legally-protected categories currently include sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender (which includes gender identity and gender expression), sexual orientation, race, color, national origin, ancestry, religion (which includes religious creed, observance, belief, and practice), age (40 years or more), marital status, genetic information, military and veteran status, physical disability, mental disability, or medical condition;
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment;
- Aiding, abetting, inciting, compelling, or coercing any such harassment or retaliation, or attempting to do so.

The County will take all reasonable steps necessary to prevent such misconduct from occurring. Any County employee, manager, supervisor, director official, intern or volunteer who violates this Policy shall be deemed to have acted outside the course and scope of County employment, and is subject to appropriate discipline, including possible dismissal, as determined by the appropriate Department Head





COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



or appointing authority, after due consideration of the findings and recommendation(s) of the County Equal Employment Opportunity (EEO) Manager or his/her designee. Any contractor, vendor, or recipient of County services who violates this Policy is likewise subject to appropriate corrective action.

The protections of this Policy extend to all County employees, volunteers, and interns, and all applicants for such positions, in all County workplaces, whether on-site or off-site. Compliance with this Policy is required of all County employees, volunteers, and interns, and applicants for such positions; all elected and appointed County officials; all bidders, vendors, contractors, and others doing or seeking to do business with the County; and all recipients of County services.

These protections apply to actions, whether or not intentionally offensive or specifically directed at a particular person or group that violate this policy.

This policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable state or federal law or regulation, or increase the legal liability of the County.

### **III. DESCRIPTIONS AND EXAMPLES OF PROHIBITED HARASSMENT**

Harassment on the basis of sex is unlawful, and is prohibited by this policy. There are generally two types of sexual harassment:

- *“Quid Pro Quo”* (Latin for “this for that”) sexual harassment is when someone conditions a job, promotion, or other work benefit on a person’s submission to sexual advances or other conduct based on sex.
- *“Hostile work environment”* sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with a person’s work performance or create an intimidating, hostile, or offensive work environment. A person may experience sexual harassment even if the offensive conduct was not aimed directly at him or her.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator’s hostility toward the victim’s gender, or toward the victim’s nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, breastfeeding, and any related medical conditions, and gender identity and expression. A harasser may be either male or female, and the victim may be either the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it, if he or she witnesses it in their immediate work environment.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, offensive, threatening, or intimidating comments, graphic comments, sexual degrading words, or suggestive or obscene messages or invitations, epithets, slurs, or jokes; references to gender, physical appearance, attire, sexual



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



proress, marital status, or pregnancy; or sexual advances, propositions, or demands.

- Visual harassment may consist of displaying or circulating derogatory or offensive posters or signs, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary, and offensive touching (kissing, hugging, patting, rubbing, groping, pinching, brushing against), staring, leering, gesturing, whistling or making noises, impeding or blocking movement, or physically interfering with normal work or movement.

In addition to prohibiting unlawful harassment based on sex, this policy also prohibits unlawful harassment based upon any other legally protected categories listed above in Section II. Harassment on the basis of such factors is subject to the same principles applicable to sexual harassment, stated above.

#### **IV. REPORTING CONCERNS OF DISCRIMINATION, HARASSMENT OR RETALIATION**

##### **A. Internal Reporting**

Any County employee, volunteer, intern, vendor, contractor, or applicant who becomes aware of any harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, a higher ranking supervisor, Human Resources Manager, Human Resources Director or her designee, or the County EEO Manager. Under no circumstances shall such a report be required or expected to be made to a person who engaged in misconduct that is a subject of the report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally, or in writing, free of any requirements as to form.

Department Heads shall be responsible for communicating this Policy to their personnel and for coordinating and cooperating with the EEO Office in its investigation and resolution efforts.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

Employees and managers/supervisors are strongly encouraged to seek assistance early from the EEO Manager with any situation that they perceive has the potential of becoming a harassment situation in violation of this policy. The County's EEO Manager may be contacted by phone at (805)568-2807 or by email at EEO-Mgr@co.santa-barbara.ca.us. The County's EEO



# COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF TOW SERVICE AGREEMENT 2019 – 2020



Office is located at 105 E. Anapamu Street, Suite 403, Santa Barbara, CA 93101.

## B. External Agencies

The U.S. Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) also investigate and resolve employment discrimination, harassment and retaliation complaints. Employees who believe that they have been discriminated against, harassed, or retaliated against may file a complaint with either of these agencies using the following contact information:

- EEOC: (800)669-4000 or TTY (800)669-6820; or online at [www.eeoc.gov](http://www.eeoc.gov)
- DFEH: (800)884-1684 or TTY (800)700-2320; or online at [www.dfeh.ca.gov](http://www.dfeh.ca.gov)

## V. COMPLAINT INVESTIGATION AND RESOLUTION

The County of Santa Barbara will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and contractors shall cooperate with any such investigation.

Any supervisor, manager, or departmental affirmative action coordinator who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the County EEO Manager. Upon receiving the report, the EEO Manager shall conduct a timely, thorough, and fair investigation, or delegate that responsibility to a qualified County employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator has reason to believe may have knowledge relevant to the concerns;
- Gather and review any identifiable and available documentary, electronic, or physical evidence relevant to the charges;
- Consult with County Counsel as appropriate;
- Determine whether the reported concerns can or cannot be substantiated by the facts learned during the course of the investigation using a preponderance of the evidence standard of review; and,
- Develop recommendations for appropriate remedial and/or disciplinary action, if any, in conjunction with Human Resources, the affected Department and/or County Counsel, as appropriate.

Upon completion of the investigation, the EEO Manager or his/her designee shall communicate the results of the investigation with the affected employee, the alleged violating party, and the associated Department Head or his/her designee, as appropriate.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**

---



To the extent permitted by law, confidentiality shall be maintained with respect to the complaint, the information gathered during the investigation, and the results of the investigation. The County cannot guarantee total confidentiality, but will protect the privacy of all involved parties as much as possible and in accordance with the applicable laws. Employees should not hesitate to contact the EEO Manager to help resolve a difficult, uncomfortable or threatening situation. Every effort will be made to take the complainant's wishes into consideration, particularly if there are informal ways to resolve the issue(s).

#### **VI. PROHIBITION AGAINST RETALIATION**

It is a violation of this policy to retaliate against or harass any person who asserts his or her rights by engaging in protected activity, such as:

- Opposing discriminatory practices in the workplace;
- Complaining about prohibited conduct under this policy; or
- Participating in any way in an EEO complaint or investigation process.

It is also a violation of this policy to retaliate against or harass someone because of his or her association with such an individual. Acts of retaliation are subject to appropriate corrective action, up to and including dismissal.



COUNTY OF SANTA BARBARA – OFFICE OF THE SHERIFF  
**TOW SERVICE AGREEMENT 2019 – 2020**



**33. OPERATOR APPROVAL**

I certify that all drivers operating under this Tow Service Agreement (TSA) are qualified and competent. I further certify that I have read and understand this TSA and agree to abide by all the provisions. I further agree to indemnify, defend, and save harmless the county, its officers, agents, and employees from any and all claims and losses accruing or resulting to the Operator in connection with the performance of the TSA, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Operator in the performance of this TSA. The Operator, and the agents and employees of the Operator, in the performance of this TSA, shall act in an independent capacity and not as officers or employees or agents of the County of Santa Barbara. The terms of this TSA will become effective:

July 1, 2019 and end June 30, 2020.

\_\_\_\_\_

*Printed Name & Title*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Tow Company*

\_\_\_\_\_

*Business Address*

\_\_\_\_\_

*Business Telephone Number*