

PROJECT NAME: Tow Rotation Services  
AGREEMENT TERM: 1 Year  
AUTHORIZED RENEWALS: Renewal Options Not to Exceed Five Years  
DEPARTMENT: Police  
DIVISION: Metro

CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

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**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, (“Effective Date”), by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

*Name of Contractor*  
*Address*  
*Phone/Fax/E-mail*

(“CONTRACTOR”), who agree as follows:

1. **Agreement.** This Agreement consists of this document, the General Provisions for Nonprofessional Services,\* and each of the following documents in effect as of the Effective Date of this Agreement, which are incorporated herein by reference:

- Invitation to Bid
- Instructions to Bidders
- Contractor’s Bid Proposal Form
- Technical Specifications
- Certificate(s) of Insurance
- Worker’s Compensation Certificate

*Items highlighted with an asterisk (\*) within this agreement can be viewed at <http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>.*

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager’s authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Time of Performance.** The services provided shall be as set forth in Exhibit A, attached hereto and incorporated herein.
  
4. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
  
5. **Public Works Requirements.**

The services provided under this Agreement constitute “public works” under California Labor Code section 1720 *et seq.* and are either **[check one if applicable]:**

- \_\_\_\_\_ Construction work in an amount exceeding \$25,000; or
  
- \_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

**If either line is checked above,** this Agreement is subject to the following requirements:

- A. Payment of Prevailing Wages: The provisions of Sacramento City Code section 3.60.180 require, among other things, that CONTRACTOR and every lower-tier subcontractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
  
- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (DIR), as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered

and qualified to perform public work pursuant to California Labor Code Section 1725.5. The CONTRACTOR shall list the CONTRACTOR's current DIR registration number, and the current DIR registration number of all lower-tier subcontractors, below:

CONTRACTOR's DIR No. \_\_\_\_\_  
Subcontractor name: \_\_\_\_\_ DIR No. \_\_\_\_\_  
Subcontractor name: \_\_\_\_\_ DIR No. \_\_\_\_\_

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes, and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to every lower-tier subcontractor.

**6. Representatives.**

The CITY Representative for this Agreement is:

Sacramento City Police Department  
Tow Program Administration Office  
Attention: Tow Administrator  
5770 Freeport Blvd., Suite #100  
Sacramento, CA 95822-3516  
[Tow-administrator@pd.cityofsacramento.org](mailto:Tow-administrator@pd.cityofsacramento.org)  
Telephone: (916)808-0585  
Fax: (916)808-0707

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Name/Title*  
*Address*  
*Phone/Fax/E-mail*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

7. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
8. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
9. **Insurance Requirements.** The insurance requirements shall be as set forth in Exhibit A, attached hereto and incorporated herein.
10. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she has accessed and read all agreement documents and is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of the Agreement's obligations.
11. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the date first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

**CONTRACTOR**

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_  
For: Howard Chan, City Manager

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
Federal I.D. No.

\_\_\_\_\_  
State I.D. No.

\_\_\_\_\_  
City Business Op. Tax Cert. No.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

TYPE OF BUSINESS ENTITY (check one):

- \_\_\_\_\_ Individual/Sole Proprietor
- \_\_\_\_\_ Corp. (may require 2 signatures)
- \_\_\_\_\_ Limited Liability Company
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Other (*specify* \_\_\_\_\_)

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Signature of Authorized Person**

**Exhibits**

- Exhibit A Scope of Services
- Exhibit B Fee Schedule/Manner of Payment
- Exhibit C Facilities/Equipment Provided
- Exhibit D General Provisions

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Additional Signature (*if required*)

\_\_\_\_\_  
Print Name and Title

**EXHIBIT A**  
**NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Sacramento City Police Department  
Tow Program Administration Office  
Attention: Tow Administrator  
5770 Freeport Blvd., Suite #100  
Sacramento, CA 95822-3516  
[Tow-administrator@pd.cityofsacramento.org](mailto:Tow-administrator@pd.cityofsacramento.org)  
Telephone: (916)808-0585  
Fax: (916)808-0707

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Name/Title*  
*Address*  
*Phone/Fax/E-mail*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

- 2. Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
- 3. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

## ATTACHMENT 1 TO EXHIBIT A

### SCOPE OF WORK

#### 1. DESCRIPTION OF TERMS

- A. Abandoned Vehicle – Vehicle left upon a highway or upon public or private property per California Vehicle Code 22523 and towed under California Vehicle Code authority 22669.
- B. Chief of Police – For the purpose of this contract, the Chief of Police of the City of Sacramento Police Department shall refer to him/her or a designee.
- C. Certificate of Secretary – A document that authorizes someone to sign legal contracts on behalf of a corporation. This Certificate is normally signed by the corporate secretary.
- D. CITY – City of Sacramento
- E. Contractor – The company with which an agreement is established to provide the services described in the RFQ.
- F. DUI Checkpoints – The Sacramento Police Department will hold DUI Checkpoints in any of the tow districts throughout the year and will notify tow companies via email or phone call in advance with the date the event will occur.
- G. Portal to Portal – 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 all 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 are not part of normal operating procedures. Examples:

- 4X4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment;
- Reasonable to charge for cleaning burn debris from carrier bed;
- Car towed leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.

For the purpose of this Contract, "Portal to Portal" shall also mean "Portal to End of Service."

- H. Applicant – A firm which proposes to provide towing services as described in the RFQ.
- I. Public Safety Response – A response which results in storage of a vehicle at the direction of an officer. This does not include storage at the request of the vehicle operator, registered owner, or agent.
- J. Response Time – The period of time from a Contractor's notification by the City of Sacramento's designated employee to the arrival of the tow truck at the location requested.
- K. Operations – Those towing/recovery procedures which require Class C or D tow trucks and/or unique equipment. Examples of unique equipment include, but are not limited to: forklifts, low beds, air bags, special dollies and trailers, fuel pump off systems, helicopters, etc.

- L. Suspension – The temporary removal of the Contractor from the tow rotation for a specific period of time during the term of the Tow Services Contract.
- M. Termination – The permanent removal of the Contractor from the rotation for the remainder of the term of the Tow Services Contract.
- N. Tow Review Committee – A committee of three (3) persons to be appointed by the Chief of Police to hear appeals of discipline imposed pursuant to this contract. The committee shall consist of one member of the Sacramento Police Department, one member of the public who is not affiliated with any tow company, and one Contractor from the Tow Rotation Program who is not in the same tow district as the subject of discipline.
- O. Tow Sweeps – The CITY will hold tow sweeps in any of the tow districts throughout the year and will notify tow companies via email or phone call in advance with the date the event will occur.
- P. Tow Truck – As defined in Section 615 of the California Vehicle Code, a vehicle which includes slide back carriers and wheel lift vehicles. A “trailer for hire” shall not be approved for listing as a Class A tow truck.
- Q. 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 usually be limited to operations requiring a Class C, or D tow truck(s).

## **2. RATES, CHARGES AND FEES**

- A. Towing and Storage Rates - Effective January 1, 2020, the maximum rates charged in connection with any event pursuant to this Agreement, are as follows:
  1. For class A and B tows, the Contractor will charge the vehicle owners no more than the rate of \$200.00 per tow, on public safety response calls with a one hour minimum. The rate for towing should be computed from portal to portal.  
  
Time expended in excess of the hourly rate shall be calculated in no more than one (1) minute increments. A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to California Vehicle Code 22651.07(e)(7).
  2. The total fees charged for after-hours release shall be no more than one-half (1/2) the current hourly rate of \$200.00 per hour and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours. Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar basis for each day, or part thereof. The daily rate extends from midnight to midnight.
  3. Storage fees for passenger vehicles, vans, and light trucks shall be no more than \$60.00 per day.

4. Fees listed above, plus lien processing fees described in the California Vehicle Code, proposed/actual non-skilled contract labor, and rental/skilled labor markup are the only fees allowed. Additive fees for postage, cleanup, lockout, use of dolly, etc. are not authorized.
- B. Storage – Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar basis for each day, or part thereof. The daily rate extends from midnight to midnight.
- C. Contractor Billing and Rates – The Contractor shall bill the registered owner of the vehicle towed by the Contractor in accordance with the Tow Services Contract. No vehicle towing or storage charges may be imposed unless the vehicle is hooked up to the tow truck and transit to the storage facility has commenced. The Contractor shall not charge the CITY or the owner of any vehicle towed pursuant to this Contract more than the rates set forth in this Tow Services Contract. All billing will be done in good faith. All efforts to locate the most current registered owner will be exhausted at the Contractor's expense.
- D. How Tow Rates are Charged – The Contractor shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- E. Services Performed – The Contractor shall charge for services pursuant to the agreed-upon rate schedule. Whenever services are requested, which are not covered by the Tow Services Contract, the Contractor shall advise the CITY or the requesting party of the estimated cost of the service before it is performed.
- F. Overcharging – Overcharging for any tow service shall be cause for suspension. The suspension will remain in effect until the Contractor has presented proof to the Chief of Police that reimbursement(s) have been made to the aggrieved customer(s). In addition, the Contractor shall be assessed a penalty of \$100 for each instance of an overcharge. Three (3) violations of this section within any twelve (12) continuous months shall result in up to a thirty (30) day suspension from the tow rotation.
- G. Invalid Tow - In the case of an invalid tow or similar instance where the CITY elects to pay for the towing and storage of a vehicle, the Contractor will bill the Department and not require pre-payment by the vehicle owner before releasing the vehicle. The maximum chargeable fee will be the current contracted tow fee, 5 days of storage, and Lien Processing fee.

### **3. SPECIAL OPERATIONS**

- A. Class C or D Operations – Class C or D Operations (heavy duty tow operations) shall be contracted under a separate agreement.
- B. Evidence Impound Tow – The CITY has only one (1) Contractor for evidence-impound tows and no other rotation tow Contractor should maintain custody over vehicles that constitute evidence, at any time. If an officer impounds a vehicle for evidence and a rotational tow is dispatched, it is the responsibility of the Contractor to ensure compliance with section 22655.5 of the California Vehicle code.

If it is determined that a vehicle is to be retrieved for any evidence purpose, the evidence impound tow company will respond immediately to pick up the vehicle, 24 hours a day/7 days a week, from any rotation tow company covered by this contract.

Nothing shall prohibit the original tow company from allowing the immediate pick-up of any vehicle that has been changed to evidence impound. All associated tow fees incurred at the original tow company will remain with that company. The evidence impound tow company shall not be responsible for advance payment of any fees to the original rotation tow company.

Once the evidence impound is concluded, the vehicle shall be released to the original tow company and their fees resume from that date forward. It is the originating tow companies' discretion to accept delivery of the vehicle after the evidence impound is concluded. If delivery is declined, all tow fees associated with the original tow are forfeited and the vehicle remains with the evidence impound tow company.

- C. Tow Sweeps and DUI Checkpoints – The CITY will notify the contractor of the date the Tow Sweep or DUI checkpoint will be held in their tow district. The contractor will be notified with the date and time frame of such activity via email or by telephone.

#### **4. FACILITY REQUIREMENTS**

- A. Primary Business Office and Storage Yard Locations – The Contractor shall maintain its primary storage yard within the Sacramento City Limits. Nothing in this section will prohibit the Contractor from operating a secondary storage facility approved by the CITY within two (2) air miles of the closest Sacramento City boundary, providing the Contractor provides transportation, at no cost, to any secondary facilities for vehicle releases. Vehicles are to be towed to a primary location. Only overflow vehicles are to be towed to a secondary location. As space opens up at the primary yard, vehicles will be moved to that location from any secondary storage yards, priority will be given to all theft recovery vehicles. The Contractor may not impose any additional fees or charges for storage at a secondary location.

- (1) Code Compliance - In addition to the provisions herein, the primary location shall comply with all Sacramento City Codes - Title 17.228.107 Towing Service/Vehicle Storage Yard and Title 17.612.020 Paving requirements. Secondary storage facilities must meet the same standards as those subject to the CITY Code.

Compliance must be shown through completion and passing of an onsite inspection arranged through Sacramento City Code Enforcement. The fee payment for this inspection is the responsibility of the Contractor. Any secondary storage yards must be inspected and on file with the Tow Administrator.

- (2) Address Change Notification - The Contractor must notify the CITY of any change in his/her primary or secondary storage location or business office at least thirty (30) days in advance of the actual change in location. If the Contractor fails to provide proper written notice, he or she will be suspended from the Tow Services Contract until the new location is approved by the CITY. All new locations are subject to all facility requirements contained in this contract. Facility inspections may be conducted at any time for contract compliance.

- (3) Proof of Occupancy - The Contractor shall provide the CITY with a copy of any lease, including any modifications or extensions, for Contractor's primary and secondary storage locations(s) or business office(s), if applicable. In the event the property is owned outright, provide a copy of the most recent property tax bill. If the Contractor fails to provide a copy of any lease, modification or extension, then he/she will be suspended from the tow services rotation until a copy is received by the CITY.
- B. Physical Characteristics – The primary office shall be large enough to accommodate necessary personnel and administrative records. Contractor shall provide a public, permanent restroom facility, either unisex or separate, and a public indoor or covered outdoor waiting area to seat at least four (4) people. Restroom facilities shall be maintained in a functional, clean and orderly fashion.
- C. Public Safety – All adequate measures shall be taken to protect the safety of the public.
- D. Access – The public shall have direct, unabated access to the inside of the office waiting area.
- E. Capacity – The capacity of the primary location storage must total not less than twenty-five (25) accessible parking spaces for use in connection with this contract, measuring a minimum of eighteen (18) feet by ten (10) feet for each space (4,500 total square feet of storage).
- F. Business Hours - Normal business hours shall not be less than 8:00 a.m. to 5:00 p.m., Monday through Friday, except for the following CITY recognized holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.
- G. Signage – Contractor must meet the following signage requirements at all times.
- (1) The Contractor shall display in plain view at all cashier stations, a sign as described in Section 3070 of the Civil Code:
- a. Disclosing all towing and storage fees and other charges in force.
  - b. Disclosing the following information: "Any person being charged for a Lien Processing Fee is entitled to copies of the supporting documentation showing the lien processing completed as of that date."
- (2) The Contractor's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The size of the lettering shall be comparable to the sign and lettering of neighboring businesses. The sign shall be visible at night.
- (3) The Contractor shall display in plain view and have available for handout upon request to any owner or operator of a towed or stored vehicle the Vehicle Owner Rights under California Vehicle Code Section 22651.07 Towing Fees and Access Notice.

H. Signage Handouts – Contractor shall have an adequate supply at all times of all required postings in English on 8.5” x 11” sheets of paper that is readily available to the public. These handouts will contain:

- (1) The Contractor’s name, address and contact phone number on the top or a listing of all tow rotation companies on the backside with full contact information, and;
- (2) All required postings of rates, fees, business hours and lien processes as stated in Scope of Work, Sections 4(F) and 4(G). This supply of handouts shall be placed out and available for the public to take with them at any time.

Inadequate office or storage areas, employees, or equipment not meeting the requirements set forth in this Tow Services Contract shall result in up to a thirty (30) day suspension from the tow rotation on first and second offense and termination of this contract on third offense within any twelve (12) continuous months.

## **5. CONTRACTOR’S PERFORMANCE**

A. The Contractor shall comply with all Federal, State and local laws applicable to towing, storage and disposition of vehicles.

B. Assignment to a Tow District - Upon acceptance into the Tow Rotation Program, the CITY will assign the Contractor to one (1) of the two (2) following operational districts. During the term of the Tow Services Contract, the CITY shall continually evaluate the number of Contractors assigned to and the number of calls emanating from each district. The CITY may reassign any Contractor(s) to another district if the CITY determines that the reassignment is in the best interest of the CITY.

- North – District #1: Area north of the north bank of the American River and west of the City limits which parallels Ethan Way.
- South – District #2: Area south of District #1. Area south of the north bank of the American River and east of the Sacramento River.

- (1) The Contractor will be assigned, by the Chief of Police, to one (1) tow district only and shall provide tow service within that district on a 24-hour, 7-days-per-week basis.
- (2) One tow rotation will be maintained by the Sacramento Police Department. Inclusion in the Police Department tow rotation mandates that the Contractor shall meet all requirements set forth in the Scope of Work, Section 5. Contractors are prohibited from maintaining multiple ‘spots or turns’ on the same tow rotation.

C. Response Time - The Contractor shall respond to all Class A & B requests for service from the CITY within thirty (30) minutes from the time it receives the call from the Police Dispatcher. During peak hours between 0630-0930 hours and 1530-1830 hours, the Contractor shall respond to all Class A & B requests for service from the CITY within forty-five (45) minutes.

In the event the Contractor fails to furnish a tow unit within the specified time period, the CITY may cancel the tow request and request a tow unit from another Contractor. When the tow is canceled, the Contractor shall forfeit his/her turn in that rotation. If the Contractor does not answer a call from the CITY for dispatch to a tow, the Contractor shall forfeit his/her turn in that rotation.

Within any calendar month, more than two (2) failures to respond to a request for tow service within the time set forth, refusing/failing to tow any qualifying vehicle assigned, or passing on/unavailability to respond will constitute a violation.

- D. Inability to Dispatch Tow - If the Contractor is unable to dispatch a tow unit immediately upon receiving a call for service, the Contractor shall immediately inform the CITY, and the Contractor shall forfeit that turn of the rotation.
- E. Passing on Vehicles - The Contractor shall tow and store all vehicles which the CITY requests that the Contractor remove from any location, private or public, provided the Contractor has the necessary equipment and the vehicle can be safely transported.
- F. Safekeeping of Vehicles and Personal Property - The Contractor shall be responsible for the security of vehicles and property at the place of storage. At a minimum, a fenced or enclosed area shall be provided. The Contractor is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles and shall take all precautions necessary with the safekeeping of all items associated with each tow.

Personal effects in the vehicle at the time of the tow shall be immediately released to the registered owner or authorized agent during normal business hours when he/she presents proper identification. Contractor shall take all precautions necessary to maintain all towed vehicles in 'like' condition as they were received.

Contractor's failure to satisfy a court order/judgment mandating reimbursement to a vehicle or property owner for the damage or loss which occurred while the vehicle was in the Contractor's custody will result in a suspension from tow rotation. The suspension will remain in effect until the Contractor has presented proof of the reimbursement to the CITY.

- G. Subcontracting -The Contractor shall not authorize another Contractor or other person or company to tow a vehicle which has been assigned by the CITY to the original Contractor. Evidence impound vehicles are not included in this section. Exceptions must be approved by the Tow Administrator. Subcontracting for any tow service shall result in immediate termination of this Tow Services Contract.
- H. Towing of Assigned Vehicle - The Contractor shall not tow a vehicle which has been assigned to another Contractor by the CITY, except as expressly requested by an Officer, a CITY Dispatcher or the Tow Hearing Officer. Responding to a call and towing or attempting to tow a vehicle to which the Contractor was not assigned shall result in up to a thirty (30) day suspension from the tow rotation on first offense and termination on second offense within any twelve (12) continuous months.
- I. Vehicle Inspection Assistance - The Contractor shall provide assistance, including, but not limited to, moving or lifting towed vehicles, without additional charges. Theft recovery vehicles are to be stored in a secure facility and be easily accessible until cleared by the Auto Theft detail.
- J. Inspection of Towed Vehicle VIN and License Plates - **Contractor shall inspect every tow on-scene prior to hooking up or within twenty-four (24) hours of each tow dispatch call to verify that the license plates and VIN (Vehicle Identification Number) on every vehicle or trailer match the information documented by the Officer on the SPD-188 form.** If any variation or discrepancy exists, the Contractor will immediately notify the Officer on-scene, Police dispatch, or the Police Department. The CITY will respond as soon as possible to inspect and correct the documentation issue. A new SVS (Stolen Vehicle System) entry may be needed in some instances. Failure to meet the above requirements shall result in up to a thirty (30) day suspension from the tow rotation and full financial responsibility for the tow and all storage fees for each violation.

K. Vehicle Release – The Contractor shall immediately release any vehicle where a proper Sacramento Police Department release has been obtained or where directed by the California Vehicle Code for vehicles towed and/or stored pursuant to the following California Vehicle Code sections:

- 10751 Altered or Removed Vehicle Identification Number
- 14602.6 Revoked/Suspended License
- 14602.8(a) DUI Impound
- 14602.8(b) DUI Impound
- 22523(a) Abandoned on Highway
- 22523(b) Abandoned on Private Property
- 22651(a) Vehicle Left Standing on Bridge
- 22651(b) Vehicle Left Standing on a Highway
- 22651(d) Blocking Driveway
- 22651(e) Blocking Fire Hydrant
- 22651(f) Vehicle Left on a Highway
- 22651(h)(1) Driver Arrested
- 22651(h)(2) Notice of Suspension Issued
- 22651(i) Five or More Parking Citations
- 22651(j) No License Plates
- 22651(k) Parked in Excess of 72 Hours
- 22651(l) Vehicle in Violation of Local Ordinances re: Construction
- 22651(m) Vehicle in Violation of Local Ordinances Permitting Removal
- 22651(n) No Parking - Tow-Away Zones
- 22651(o) Registration Expired 6 Months
- 22651(p) Unlicensed Driver
- 22651(q) Vehicle Parked on Highway in Common Interest Development, where posted
- 22651(r) Illegally Parked - Blocking Movement
- 22651.5 Removal of Vehicles with Activated Audible Alarms
- 22651.6 Removal for Speed Contest
- 22653(a) Removal from Private Property
- 22653(b) Removal from Private Property – Left at scene of accident
- 22653(c) Driver Arrested - Private Property
- 22655 Hit-and-Run or Pursuit/Evading
- 22655.3 Removal of Vehicle Evading the Police
- 22655.5 Removal of Vehicle Involved in a Public Offense
- 22656 Removal of Vehicle from a Railroad Right-of-Way
- 22669(d) Parked - Major Components Missing
- 23109.2 Seizure of Vehicle Used in Speed Contest

Failure to meet the above requirements shall result in up to a thirty (30) day suspension from the tow rotation and full financial responsibility for the tow and all storage fees for each violation.

L. Lien Sales – Lien sales shall be the sole responsibility of the Contractor, and all such sales shall be conducted in accordance with applicable state law.

## 6. ABANDONED VEHICLES

- A. Abandoned Vehicles - Vehicles towed under California Vehicle Code 22669 shall occur during regular business hours (Monday-Friday 0700-1700 hours), unless the vehicle in question poses a hazard.
- B. California Vehicle Code 22669(d) – Contractors that tow Class A or B vehicles under California Vehicle Code **22669(d) only**, may be eligible for compensation. Unless and until funds are exhausted, **contractors that are named on both the SPD and Code Compliance Division rotations lists are eligible to receive payment in amount of fifty (50) dollars per vehicle from the Code Compliance Division. Contractors that are named only on the SPD tow rotation list are not eligible for compensation.**
- C. To request compensation, an eligible contractor that tows a Class A or B vehicle under California Vehicle Code 22669(d) must submit an invoice with a copy of the junk slip, documentation showing delivery of the vehicle to the salvage yard, and a copy of the SPD 188 Form (Vehicle Recovery/Storage/Inventory Report), by email or postal mail as follows.

The invoice and attachments must be sent to the City of Sacramento Code Compliance Division:

Email:

[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

or

Postal Mail:

A/P Processing Center  
City of Sacramento  
915 I Street, Fl 4  
Sacramento, CA 95814-2608

Inquiries concerning compensation for abandoned vehicles should be submitted to:

Jose Mendez  
Code Enforcement Manager  
Community Development Department  
Code Compliance Division  
(916)808-5947  
[jmendez@cityofsacramento.org](mailto:jmendez@cityofsacramento.org)

## 7. CONTRACTOR'S RECORDS

- A. Contractor's Records - The Contractor shall maintain records of tow services furnished for all public agencies as well as all private persons or entities while participating in the tow rotation program, including those described below, at a minimum. Such records shall be retained for a period of three (3) years and shall be open to inspection during business hours immediately upon request by representatives of the CITY. Failure to make records, including insurance policies and complete financial and payroll data, available immediately upon request shall be grounds for immediate suspension or termination of the Tow Services Contract. At a minimum, records shall contain:

(1) Tow Services - The Contractor shall record the following information for every tow:

- Original or copy of the SPD-188 tow form.
- Name, address, and phone number of person, if available, whose vehicle was towed.
- VIN and license number, make, year, and model of each vehicle towed.
- Location from which the vehicle was towed.
- Name or employee number of driver assigned to said tow.
- Location to which vehicle was towed (if different from Contractor's primary storage facility) and any and all subsequent location transfers or moves including the dates and times of those moves.
- Reason for tow, whether impound, accident, stolen recovery, abandoned, etc., if available.
- Name of party to whom the vehicle was released.
- Method and date of payment.
- All fees and charges for said tow, showing specifically towing, storage, lien fees, etc.
- Any items of personal property released from any vehicle, including the date, time, and name of person receiving the items.
- Disposition of towed vehicles that are unclaimed.
- All proceeds from the sale of towed vehicles that are unclaimed.
- All documentation of purported claims relating to damage, theft, vandalism, other acts of negligence or damage from natural disasters as they relate to each involved vehicle, trailer or conveyance.
- Date and Time (by means of a computer or time stamp)
  - Date and time the request for tow is received.
  - Date and time a tow unit departs the tow facility (or residence of driver if after business hours).
  - Date and time the tow unit arrives at the Contractor's storage facility.
  - Date and time any contents are released.
  - Date and time of release of the vehicle.

(2) Lien Sale Data - The Contractor shall record the following information for every tow:

- Date the lien processing begins.
- Date the notice of lien sale is mailed.
- Date and time of lien sale.
- Location of lien sale.
- Identification of purchaser.
- Monies received as a result of the lien sale.
- Amount of excess monies forwarded to the state.

(3) Personnel Records - All employees, drivers and subcontractors, both current and former shall have a secured personnel file at the primary business office that shall contain at a minimum, records related to their employment, training, benefits status, discipline, FMLA and leave requests, vacation requests and sick time records. Any additional personnel documentation needed to comply with this contract shall also be contained within these records.

- B. DOJ Report Request - The Contractor shall comply with the California Vehicle Code in the immediate reporting of the removal and storage of any vehicles towed at the request of the CITY. Upon request, the Contractor shall immediately furnish the CITY with a copy of all reports which the Contractor is required to furnish the Department of Justice pursuant to the California Vehicle Code.
- C. Vehicle Status Report - Upon request, the Contractor shall immediately furnish the CITY with reports showing the status of any vehicles towed at the request of the CITY. The report shall provide descriptions and identification of the vehicles, location of the vehicles, date of impounds, accrued charges, and date of release from impound.
- D. Property Receipts - The Contractor shall furnish a receipt to the vehicle owner for any property removed from any vehicle towed or stored. A copy of the receipt shall be placed in the vehicle involved, and the original receipt maintained with the Contractor's records.

## **8. TRUCK DRIVERS AND EQUIPMENT SPECIFICATIONS**

- A. Truck/Driver Availability - The Contractor must have in operation at all times a sufficient number of qualified drivers and at least two (2) Class A tow vehicles with a minimum of 10,000 GVWR meeting the tow truck specifications and having the equipment specified for a Class A tow truck, as set forth in Attachment E. This requirement can be met with either two (2) recovery/wheel lift trucks, or one (1) each recovery/wheel lift truck and one (1) flatbed carrier truck. The Contractor shall maintain and provide a current list of all Sacramento City qualified tow vehicles.
- B. Tow Vehicle Permit - The Contractor shall use only tow vehicles that have been inspected by the CITY and have received a valid and current Tow Vehicle Permit. Additionally, each tow vehicle shall be certified by a state-licensed inspection facility or have received a certificate issued by the California Highway Patrol when responding to tow requests pursuant to this Tow Services Contract.
- C. CHP Requirements - Each tow vehicle used for services under the Tow Services Contract shall comply with the provisions of the California Vehicle Code. Each tow truck will be equipped as provided in Attachment E, CHP Tow Truck inspection Guide – CHP 243B, at all times and must have the Contractor's company name clearly painted or in decal form on both sides of the tow truck. Each tow vehicle must pass an annual CHP vehicle inspection. See Attachment D, CHP Safety Net Driver/Vehicle Inspection Report – CHP 407F.
- D. Tow Truck Driver - The Contractor shall ensure that tow truck drivers responding to calls initiated by the CITY are qualified and competent employees of his/her company. The Contractor shall ensure that the tow truck drivers are 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 tow rotation. Tow truck drivers shall be at least 18 years of age, hold a current and valid Sacramento City Tow Driver Permit and possess the following minimum class driver's license. CHP Certification is required.

- Class A Tow Truck – A valid Class C license, or a valid Class A license with valid medical certificate on file.
- Class B Tow Truck – A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate, on file, for regulated vehicles pursuant to Section 34500 of the California Vehicle Code.
- Class C Tow Truck – A valid Class A license with valid medical certificate.
- Class D Tow Truck – A valid Class A license with valid medical certificate.
- The Class A (1) license must be endorsed to allow operation of special vehicle configurations and/or special cargos.

E. Current List of Drivers - The Contractor shall maintain and provide a current list of his/her drivers to the CITY upon implementation of this contract. An updated list shall be provided to the CITY within (7) seven calendar days of any change in driver status. Contractors, shall at a minimum, maintain the following information for each driver:

- Full Name
- Date of Birth
- California driver's license number with expiration date
- Copy of valid medical certificate
- Tow driver permit number with expiration date
- Job title/description
- Current home address
- Current home phone number
- Type(s) of truck(s) driver has been trained and instructed to operate.

**The Contractor shall in writing or through electronic mail, immediately notify the Sacramento Police Department Tow Administration Office of any changes in or additions to driver status, including addition/deletions of tow trucks, drivers and other equipment or employees.**

F. Employer Pull Notice Program – Pursuant to California Vehicle Code Section 1808.1, all tow truck drivers and Contractors shall be enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program. Upon the addition of new drivers, the Contractor will be granted a maximum of 30 days to enroll drivers in the Pull Notice Program. Pull Notices shall be kept on file, signed, and dated by the Contractor. The CITY may require the Contractor to provide copies of Pull Notice Reports. All drivers will maintain a valid City of Sacramento Tow Vehicle Driver Permit.

The Department of Motor Vehicles Employer Pull Notice Program can be viewed at:  
<https://www.dmv.ca.gov/portal/dmv/detail/vehindustry/eptn/epngeninfo#back>

## **9. PROFESSIONAL DEMEANOR AND CONDUCT**

A. Professional Demeanor and Conduct - At all times while participating in the tow services rotation, the Contractor and Contractor's tow truck drivers and all other employees and any sub-Contractors shall conduct themselves in a courteous, honest and professional manner in all their dealings with the public and the CITY, its employees, and agents. The CITY may at any time conduct random customer service inquiries with citizens whose vehicles have been towed

by any CITY Contractor. Negative responses shall result in further follow-up by the Tow Hearing Officer and possible administrative action against the offending Contractor.

As a tow contractor for the CITY you will abide by the *California Tow Truck Association Code of Ethics*:

- To show my faith in the worthiness of my profession by upholding high standards, honor, and a high degree of integrity.
- To provide the general public with the best possible service and to promote a sense of personal obligation to each individual.
- To comply with all federal, state, county, City laws and regulations.
- To aid my fellow industry man in time of need and not to do anything which might conceivably injure the reputation of my competitors.
- To seek success and to demand fair remuneration that is justly due but accept no profit at the price of my own self-respect lost because of unfair advantage taken or questionable acts on my part.
- To provide the public with adequate equipment, which is kept as clean and neat as possible, and to train my drivers to be polite and courteous during public contact.
- To employ truth and accuracy in advertising and soliciting and to honor any commitments made in the course of business.

B. Misconduct - The Contractor and its employees shall refrain from any acts of misconduct, including but not limited to any of the following:

(1) Rude or discourteous behavior directed towards CITY personnel or citizens for whom service is provided. "Rude or discourteous behavior" shall mean any act that would insult, aggravate, disturb or frustrate a person of reasonable sensibilities, which act(s) shall include, but is not limited to, using profanity or inappropriate language, manifesting an uncooperative and/or angry demeanor, performing acts of vandalism, failing to respond to questions in a courteous and professional manner, intentionally misrepresenting rates or tow procedures or attempting to manipulate rates or tow procedures to the detriment of citizens or the CITY.

A violation of this subsection shall result in up to a thirty (30) day suspension from the tow rotation on the first and second offense and termination of this contract on the third offense within a continuous twelve (12) month period. For the purpose of this Tow Contract a member of the public shall include any private or business party outside of the CITY, whether individual or as part of a group.

- (2) Any act of sexual harassment or sexual impropriety.
- (3) Unsafe driving practices.
- (4) Any objective symptoms of alcohol and/or drug use/abuse while performing any related tow service for the CITY.
- (5) Sub-standard service, customer service, selective service, or refusal to provide service which the tow company is capable of performing.

## **10. ADMINISTRATIVE MATTERS**

- A. Transfer of Business - The Contractor shall in writing or through electronic mail, immediately notify the Sacramento Police Department Tow Administration Office immediately upon transfer of ownership of all or part of the company. The Tow Services Contract is not transferable to the new owner. The new owner must apply to and be approved by the CITY for participation in the tow services rotation.
- B. Optional Semi-Annual Contract Review - The purpose of this section is to provide a process for an optional semi-annual review of the terms and conditions of the Contract by the Chief of Police and an organization representing a majority of the Contractors in the CITY in the event that legitimate and substantial changes occur in conditions or law affecting the majority of the Contractors in the CITY. Examples of such conditions may include, but are not limited to, substantial increases/decreases in business expenses, changes in the law affecting the Department or the Contractors, or recommended changes in the terms and conditions of the rotational Tow Contract as a result of service delivery experience in the CITY.

A request for a semi-annual review of the terms and conditions of the Contract shall be communicated to the Sacramento Police Department Tow Administration Office in writing by a majority of the Contractors under this Contract, and not merely at the request of a single Contractor. The Chief of Police may also request a semi-annual review if he/she feels it is in the best interests of the citizens of the motoring public, the Sacramento tow industry, and/or the Department.

- C. Period of Performance - The period of performance associated with the contract shall be: The date of award through December 31, 2020, with renewal options not to exceed five years in total.
- (1) Option Period - It is the CITY'S sole discretion to exercise an option period. Option periods will be exercised upon successful completion of the contract in accordance with its Non-Professional Services Agreement, and all components thereof.
- (2) Expiration - Unless sooner terminated, the Contract shall expire December 31, 2020. Notwithstanding the term of the Tow Services Contract and the discipline procedures contained herein, the Contract may be terminated immediately upon written notice given by either the Contractor or the CITY. The Contract may be terminated at any time at the sole discretion of the CITY, with or without cause.
- (3) Termination - This Tow Services Contract may be terminated at any time by either party with or without cause. Although the CITY may elect to impose discipline for violations of the Contract which are less severe than termination or may grant an appeal to discipline imposed, the Contract may be terminated without cause. The Contractor agrees that the disciplinary procedures and options contained herein do not affect the CITY'S ability to terminate the Contract at the discretion of the Police Department without cause. Nothing in the Contract shall be construed to create any property rights, interests or licenses held by the Contractor.

## **11. CONTRACT VIOLATIONS AND/OR COMPLAINTS**

- A. When the Contractor or his or her employees have violated any of the terms of the Contract or any law, and upon completion of any investigation pursuant to this section, the CITY shall inform the Contractor, in writing, of any disciplinary action to be taken.

Unless otherwise noted herein, violations may result in any of the following actions:

- First violation within a 12-month period – letter of written reprimand.
- Second violation within a 12-month period – one to 30-day suspension.
- Third violation within a 12-month period – 60 to 90-day suspension.
- Fourth violation within a 12-month period – termination of the Contract.

- B. If it is determined that the Contractor is to be served with a notice of termination from the Tow Services Contract, the CITY will provide written notification detailing the offense(s). The Contractor may request an appeal hearing within seven (7) calendar days by submitting a request in writing to the Sacramento Police Department Tow Administration Office. Nothing set forth in this paragraph shall permit the Contractor to appeal any termination of the Tow Services Contract effected by the CITY. Failure of the Contractor to request an appeal of the decision of the CITY within the seven (7) days required pursuant to this section shall constitute a waiver of the Contractor's right to an administrative appeal of the decision. If a hearing is requested, it shall be held as soon as practicable while still allowing the Contractor a meaningful time period to prepare a defense. The hearing shall be conducted by the Tow Review Committee. The hearing shall be informal, and the rules of evidence shall not apply. The Contractor shall be entitled to present all relevant facts to the Tow Review Committee in support of his/her position. The Contractor shall be notified in writing of the decision by the Tow Review Committee within ten (10) calendar days of the date of the hearing. The decision of the Tow Review Committee is final and binding and shall be subject to no further administrative appeal.

In the event the CITY serves the Contractor with Notice of Termination from the Tow Services Contract and the Contractor seeks an appeal hearing, the contractor will retain its position on the rotation and disciplinary action will be delayed pending the administrative appeal process. In the event the CITY elects to modify the discipline imposed on the Contractor, the Contractor agrees he or she shall not be entitled to recover any costs, compensation, damages, losses, and/or expenses of any type or description from or file a claim against the CITY, its officers, employees, and appointees, including but not limited to members of the Tow Review Committee, arising out of or related to, in any manner, a complaint filed against, or discipline imposed upon the Contractor.

## **12. INSURANCE REQUIREMENTS**

The failure to maintain adequate insurance coverage for any reason at any time shall result in immediate suspension from the tow rotation until proof of insurance is received by the CITY.

Insurance Requirements - During the entire term of this Agreement, Contractor shall maintain the insurance coverage described in Section 12. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by Contractor under this Agreement. No additional compensation will be provided for Contractor's insurance premiums.

It is understood and agreed by the Contractor that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. A Garage Liability policy with limits of \$1,000,000 may be substituted for the commercial general liability policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.
- (3) Garage Keepers Liability policy in the amount of at least \$250,000.
- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

\_\_\_\_\_ Workers' Compensation waiver of subrogation in favor of the CITY is required for all work performed by the Contractor.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

\_\_\_\_\_ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Contractor's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 12 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) Contractor shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in the Administrative Information Section, 1(G). Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:  
certificates-sacramento@riskworks.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to Contractor and/or cancel the Agreement if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

F. Subcontractors

The Contractor shall not authorize another Contractor or other person or company to tow a vehicle which has been assigned by the CITY to the original Contractor. Exceptions must be approved by the Tow Administrator with the Sacramento Police Department.

In the case of an exception, Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

**EXHIBIT B  
NONPROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONTRACTOR'S Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 0, except as provided in Section 2 below.
  
2. **Abandoned Vehicles.** Contractors that tow Class A or B vehicles under California Vehicle Code **22669(d) only**, may be eligible for compensation. Unless and until funds are exhausted, **contractors that are named on both the SPD and Code Compliance Division rotations lists are eligible to receive payment in amount of fifty (50) dollars per vehicle from the Code Compliance Division. Contractors that are named only on the SPD tow rotation list are not eligible for compensation.**

To request compensation, an eligible contractor that tows a Class A or B vehicle under California Vehicle Code 22669(d) must submit an invoice with a copy of the junk slip, documentation showing delivery of the vehicle to the salvage yard, and a copy of the SPD 188 Form (Vehicle Recovery/Storage/Inventory Report), by email or postal mail as follows.

The invoice and attachments must be sent to the City of Sacramento Code Compliance Division:

Email:

[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

or

Postal Mail:

A/P Processing Center  
City of Sacramento  
915 I Street, Fl 4  
Sacramento, CA 95814-2608

Inquiries concerning compensation for abandoned vehicles should be submitted to:

Jose Mendez  
Code Enforcement Manager  
Community Development Department  
Code Compliance Division  
(916)808-5947  
[jmendez@cityofsacramento.org](mailto:jmendez@cityofsacramento.org)

**EXHIBIT C**  
**NONPROFESSIONAL SERVICES AGREEMENT**  
**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [check one] XX Not furnish any facilities or equipment for this Agreement; or

\_\_\_\_\_ furnish the following facilities or equipment for the Agreement [list, if applicable]:

**EXHIBIT D**  
**NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in these NPSA General Provisions, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
- 3. Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
- 4. CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
- 5. Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
- 6. Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## 7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Section 2 [Services] of the NPSA. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

**9. Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

## 10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Entire Agreement.** This Agreement, which includes the NPSA, all attachments, and all documents that are incorporated by reference, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

**12. Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**13. Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

- 14. Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 15. Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 16. Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 15, above.
- 17. Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.
- 18. Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 18.
- 19. Manner of Payment.** CITY shall pay CONTRACTOR for services specified in this Agreement at the times and in the manner set forth below.
- A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Section 4 [Payment] of the NPSA. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) CONTRACTOR's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) CONTRACTOR's remit address for payment
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Agreement

C. Items shall be separated into services and expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below

D. Submitting Invoices:

(1) **Email.** Submit email invoices and any attachments to:

[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

(2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER  
CITY OF SACRAMENTO  
915 I ST FL 4  
SACRAMENTO CA 95814-2608

Inquiries concerning compensation for abandoned vehicles should be submitted to:

Jose Mendez  
Code Enforcement Manager  
Community Development Department  
Code Compliance Division  
(916)808-5947  
[jmendez@cityofsacramento.org](mailto:jmendez@cityofsacramento.org)

**20. Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all services performed under this Agreement and records of CONTRACTOR's expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

**21. Additional Insurance Requirements.** In addition to the insurance coverage required in Section 9 of the NPSA, CONTRACTOR must comply with the provisions of this Section 21.

A. The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

B. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Agreement must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

C. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in Section 9 [Insurance Requirements] of the NPSA.