2016 — 2017

TOW SERVICE AGREEMENT

JULY 2016

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW SERVICE AGREEMENT
CHP 234 (01-2013) OPI 061

This Tow Service Agreement (TSA) contains terms and conditions that a company agrees to comply with in order to receive and maintain a rotation tow listing with the California Highway Patrol (CHP). Participation in the CHP Rotation Tow Program is voluntary and is not intended to be a main source of income. An operator, by agreeing to participate in the program, does not establish a contractual relationship with the CHP and is not acting as an agent for the CHP or the State of California when performing services under the TSA. Exceptions to compliance with the TSA, shall not be authorized by verbal agreement. Any exceptions shall be documented as a written addendum by the Area commander, with justification, and shall have the Division chief's approval.

1. TOW DISTRICTS

A. The CHP Area commander shall establish tow districts for each class of tow truck to facilitate the distribution of calls and meet the needs of the CHP with regard to response time and availability of tow services.

B. Within each tow district, the Area commander shall determine the maximum response time, reasonable rates, minimum number of trucks, and any applicable addendum.

1) The Area commander may require more than one tow truck in each class in tow districts where rapid response for congestion relief is required.

2) Addendums shall be approved by Division prior to implementation and a copy forwarded to Research and Planning Section as well as the individual operator.

3) Addendums with major cost incurring changes shall contain a fair and equitable projected date for compliance.

C. An operator shall have a business office and storage yard located within the district they serve, unless this requirement is waived by an addendum from the Area commander in order to meet specific Area needs.

D. An operator with a business and storage yard in one CHP Area shall provide service in only that Area command. If also applying for an adjacent Area, without having the required business and storage yard, the need must exist, and be

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. 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.

F. A Salvage and Recovery Rotation Tow List shall be established for each Area office when there are tow 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 regardless of the officer's request.

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 the 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 and no billing charges shall occur.

b) Salvage and recovery operations shall be handled in a professional manner. Salvage and recovery operations exceeding two hours from time of arrival on scene shall be justified.

G. 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.

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 determined by the CHP.

C. Management experience shall be determined and qualified by the CHP as follows:

1) 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 his employer's business.

2) An individual who has charge and control of a business and is vested with a certain amount of discretion and independent judgment.

D. If the manager ceases to be employed by the company, the TSA shall be suspended until a new manager is approved by the CHP.

E. Operators and owners applying for an additional identified business/terminal(s) located in a different CHP Area(s), shall utilize a full-time manager pursuant to Elements 3. B. and C. in each Area. A manager shall not be shared between Areas.

F. New operators, managers, and tow truck drivers, involved with the CHP Rotation Tow Program, shall be fingerprinted for the purpose of conducting criminal history inquiries.

1) Any operator, manager, or tow truck driver who separates from the rotation tow program, in excess of one year, shall be fingerprinted for the purpose of conducting a criminal history regardless of prior criminal history clearances (e.g., CHP Evidence Tow Contract, Freeway Service Patrol).

2) The CHP will receive subsequent arrest/conviction notifications for all operators, managers, and tow truck drivers.

3) An operator shall notify the CHP of any arrest and/or conviction of a tow truck driver, manager, or the operator, prior to the beginning of the next work shift.

a) Failure to make notification should be cause for disciplinary action.

4) The Area tow officer shall be notified immediately by an operator upon a manager's or tow truck driver's separation from the rotation tow program.

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 tow operator, as well as additional disciplinary action which may be imposed by the Area commander.

L. Operators shall have a sufficient number of drivers in order to comply with hours-of-service. All drivers shall 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.

4. TOW OPERATOR'S BUSINESS

A. 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.

B. Business hours shall be posted in plain view to the public.

C. 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.

D. 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.

E. If an operator's place of business is staffed with only one employee, the business office may only be closed for one hour for lunch and the following shall apply:

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 district or Area involved with the CHP 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 rotation tow program at any time during the remainder of the current TSA term, regardless of the Area's enrollment period.

6. RESPONSE TO CALLS

A. The operator shall respond to calls 24 hours a day, seven (7) days a week, within the maximum response time limits established by the Area commander.

B. An operator or tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle, perform vehicle recovery (e.g., rollover, down embankment), provide service (e.g., fuel, flat tire change), 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.

C. The operator shall advise CHP dispatch, at the time of notification, 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, the operator shall immediately notify the appropriate CHP communications center.

D. A failure to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements, without justification, shall result in disciplinary action. (This includes refusing to respond for junk vehicle calls. Justification for failure to respond to calls shall be determined by the CHP.)

1) Nothing would preclude the assigned operator/tow truck driver from responding to an incident to ascertain if additional assistance or equipment is required.

L. There shall be no additional charge for any personnel or equipment which is not necessary to perform the required service.

M. 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 concurrence of the scene manager, request a specific operator/tow truck driver for additional assistance.

2) The operator/tow truck driver's approved request shall be routed through the CHP.

N. 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.

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 Section 22513 CVC shall result in disciplinary action.

3) If the operator/tow truck driver is requested to provide service at the scene resulting in a tow, that company would be moved to the bottom of the list.

7. STORAGE YARD

A. The operator shall be responsible for the safekeeping and prevention of vandalism of all vehicles and contents which are stored/impounded by the CHP.

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.

B. The primary storage yard shall be at the same location as the business address.

1) Stored/impounded vehicles shall be at the primary storage yard.

a) This procedure shall also apply to the removal of property by the tow operator and/or their employee to a secured area within the business.

J. 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.

K. 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 for the vehicle towed, 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.

L. 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.

8. TOW TRUCK DRIVERS

A. The operator shall ensure tow truck drivers responding to calls initiated by the CHP are competent and have completed a Tow Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program.

1) The TSAAC approved tow truck driver training course list is contained in Attachment A of this TSA.

a) Acceptable hands-on tow truck driver training programs shall be approved by the TSAAC. (On-line testing/certification will not be accepted.)

F. Personal Appearance: CHP rotation tow truck drivers shall represent a professional image. An unacceptable representation would include: unbathed, excessively dirty/torn uniform, inappropriate visible body art, visible body piercing, etc.

G. Safety Garments: CHP rotation tow truck drivers **shall** wear appropriate warning garments (e.g., vests, jackets, shirts, retroreflective clothing) during daylight and hours of darkness in accordance with Code of Title 8, Section 1598 CCR. If the tow truck driver is working on a Federal-aid highway, the operator **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.

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 CVC, Title 13 of the CCR, the specifications contained in this TSA, and in a manner consistent with industry standards and practices.

B. All recovery vehicles (wreckers) 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.**

a) For purposes of the TSA, recovery is defined as a vehicle which is overturned, down an embankment, or otherwise not upright on its wheels.

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

10. GENERAL EQUIPMENT SPECIFICATIONS

A. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR and the classification system used by the American Trucking Association and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.

B. Identification Labels: Each piece of towing equipment shall have a manufacturer's label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

C. Recovery Equipment Rating: The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

1) The structural design of the recovery equipment must have a higher load capacity than the performance ratings.

2) Winches shall conform to or exceed the specifications set forth by the Recovery Equipment Rating, Society of Automotive Engineers (SAE) Handbook, SAE J706.

3) All ratings for wire rope and chain assemblies are for the undamaged assembly condition. All wire rope and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer for the equipment.

D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

11. INSPECTIONS

A. The CHP shall provide one (1) annual inspection of all tow trucks utilized on CHP rotation calls, at no charge to the operator, in order to qualify for participation in the term of the TSA.

1) The CHP may conduct additional inspections without notice during normal business hours.

H. Tow trucks shall be inspected by the Area for which they are designated. If a tow truck fails its initial inspection for its designated area, it **shall not** be redesignated to another Area and re-inspected for use in another Area. (An exception would be rural areas, i.e. resident posts, that must utilize an "out-of-area" operator.)

I. 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 office pursuant to Section 2424(d) CVC and Element 22. Hearing/Appeal.

J. All of the equipment listed on an operator's CHP 234A shall be accounted for during the annual inspection.

K. 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 CHP 234A and should be used when appropriate.

2) All special equipment listed on the CHP 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 office at the time of enrollment or as equipment is added by an operator.

12. RATES

A. Fees charged for calls originating from the CHP 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.

NOTE: Element 12.A, shall not apply if the operator responds to a CHP call in a location where towing rates for all tow companies are established by an Official Police Garage or city/county ordinance pursuant to Section 21100(g) 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 CHP 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 initiated by the CHP.

K. 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: One rate for calls originating during normal business hours and one rate for calls originating after business hours.

5) The operator shall base charges for the class of vehicle being towed or serviced regardless of the class of tow truck used. When vehicle recovery operations require a larger class tow truck, the higher rate may be charged.

a) Auxiliary and contracted equipment (e.g., airbags, converter gear/dolly, additional trailers, fork lift, front loaders, low-boy trailers, rotators).

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 CHP 234A.

5) If an operator performs a service for which a required rate was not submitted and approved by the Area, 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.

N. Storage Fees

1) A vehicle stored/impounded 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 the CHP, registered owner, legal owner, insurance company, or when the inside storage can be justified by the tow operator.

4) The operator shall display in plain view at all cashiers stations, a sign as described in Section 3070(d)(2)(E) CC, 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)

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 CHP 234A.

C. Proof of insurance shall be in the form of a certificate of insurance. The operator's insurance policy shall provide for not less than 30 days written notice to the CHP 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 the TSA shall immediately nullify the TSA, remove the operator from the rotation tow list, and subject to disciplinary action by the Area commander.

15. ANNUAL OPEN ENROLLMENT MEETINGS

A. The Area commander shall conduct one (1) annual open enrollment meeting to discuss the forthcoming TSA term and issues concerning the rotation tow program.

1) The CHP shall provide a 30-day written notice of the meeting to operators currently approved for the rotation tow program and to those new operators expressing interest.

a) The written notice shall be sent via certified mail, hand delivered, or electronically delivered with confirmation within 24 hours, or next business day.

B. Alleged violations of the TSA shall be investigated by the CHP Area covered by the TSA.

C. Should the filing of criminal charges be a possibility, the CHP 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 CHP shall be referred to the agency with investigation jurisdiction.

E. Completed complaint investigations shall be forwarded to the Division for review and approval.

F. The operator shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

18. COMPLIANCE WITH LAW

A. The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

B. Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, 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 acts of moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of the TSA.

C. California Highway Patrol personnel, as well as tow operators and their employees, shall not be offered nor accept gratuities pursuant to Section 12110(a) CVC.

D. No tow 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.

E. 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.

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

H. Tow 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 a tow operator may record a scene for tow related business reasons.

2) In the event a tow operator is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the CHP.

20. DISCIPLINARY ACTION

A. The Area 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., written reprimand, suspension, denial of an application, or termination from the CHP Rotation Tow Program – Section 2424[d] CVC).

1) The Area 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 CHP from taking the appropriate enforcement or administrative action for any violations of law.

C. Nothing herein shall be deemed to prohibit the CHP from immediately suspending, terminating, or denying an application of any operator or employee for any of the following:

1) Whose conduct, in the opinion of the Area commander, is deemed to be a danger to the motoring public (e.g., registered sex offender).

2) A violation of equipment requirements, related to safety.

3) Who has engaged in conduct constituting a flagrant violation of the TSA.

D. Records of violations shall be retained by the CHP for 36 months, plus the current TSA term.

E. Disciplinary action taken against an operator by an Area commander should be honored by all CHP Areas being serviced by the operator in question.

22. HEARING/APPEAL

A. A hearing shall be granted, upon an operator's 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 rotation tow application (CHP 234A) or an operator/driver application (CHP 234F).

B. The Area commander shall provide written notification to the operator requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

C. A hearing shall be held as soon as practicable.

D. The hearing shall be conducted by the Area commander or designee, 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. (i.e., representation by counsel or attorney.)

E. 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.

F. Upon receipt of the Area 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 CHP Division commander within ten (10) business days.

G. The appeal shall be conducted by the Division commander or designee and shall be held as soon as practicable.

H. The Division commander shall provide written notification to the operator requesting an appeal indicating acknowledgement of the appeal request and an appeal date assigned.

1) The operator shall have the same rights as afforded at the Area level.

2) The operator shall be notified in writing of the Division commander's decision(s) within ten (10) business days of the appeal.

3) The Division commander's decision(s) shall be subject to no further administrative appeal.

26. 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 state, 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 State of California. The terms of this TSA (2016-2017 TSA) will become effective:

_____ and end _____.
Date Date

<table>
<tr><td colspan="4">Operator Approval</td></tr>
<tr><td colspan="2">Signature</td><td colspan="2">Typed Name</td></tr>
<tr><td colspan="2">Company</td><td>Title</td><td>Date</td></tr>
<tr><td colspan="3">Business Address</td><td>Phone Number</td></tr>
<tr><td colspan="4">Motor Carrier Permit Number</td></tr>
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ATTACHMENT A

TOW SERVICE AGREEMENT ADVISORY COMMITTEE
APPROVED TOW TRUCK DRIVER TRAINING COURSES

Automobile Club of Southern California
3333 Fairview Road
Costa Mesa, CA 92626
Contact: Rob Wade at (714) 885-1333
E-mail: wade.robert@caaa-calif.com

California Tow Truck Association
3050 Beacon Blvd.
West Sacramento, CA 95691
Contact: (800) 874-2860
E-mail: president@ctta.com

International Institute of Towing & Recovery (Instructor Led / Self Study Course)
700 12th Street NW, Suite 700
Washington , DC 20005
(888) 392-9300
Contact: Peter Fuerst at (415) 859-1889
E-mail: pfuerst1@comcast.net

Randy Resch
21020 Fog Ridge
Alpine, CA 91901
Telephone: (619) 807-3173
E-mail: rreschran@gmail.com

Tow Pros, LLC
4615 East Brundage Lane
Bakersfield, CA 93307
Contact: Ken Kay at (661) 979-0747
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, CA 94608
Contact: Esther Hauser
Telephone: (510) 596-3830
E-mail: Esther.Hauser@goAAA.com